

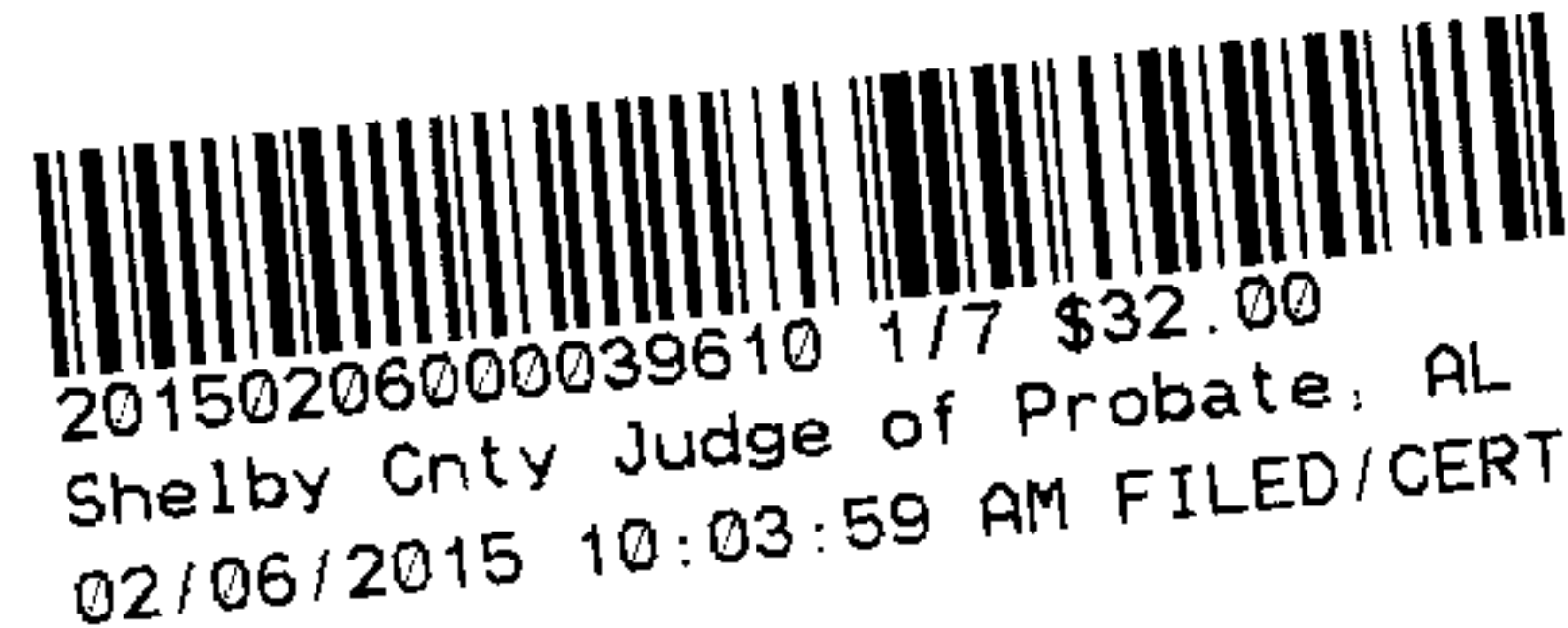
THIS INSTRUMENT PREPARED BY:

Rev. 1-28-15

Randolph H. Lanier
BALCH & BINGHAM LLP
1901 Sixth Avenue North, Suite 1500
Birmingham, Alabama 35203
(205) 251-8100

STATE OF ALABAMA

COUNTY OF SHELBY



ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF RENTS AND LEASES (this "**Assignment**") made effective as of the 5th day of February, 2015, is given by **MAP ALABASTER, LLC**, an Alabama limited liability company ("**Borrower**") to **IBERIABANK**, a Louisiana bank ("**Lender**").

WHEREAS, in connection with a loan (the "**Loan**") from Lender to Borrower in the principal sum of SEVEN MILLION THREE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$7,325,000.00), or so much as may from time to time be disbursed thereunder, as evidenced by a promissory note dated contemporaneously herewith in the principal amount of \$7,325,000.00 (the "**Note**"), payable to Lender with interest thereon as provided in the Note, and to secure said Loan and Note, along with other indebtedness of Borrower to Lender described in the Mortgage referenced below ("**Other Indebtedness**"), Borrower has executed and delivered to Lender contemporaneously herewith, among other documents, a Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement (the "**Mortgage**") conveying the real estate legally described on **Exhibit A** hereto and the improvements located thereon, (the "**Premises**") and a Construction Loan Agreement (the "**Loan Agreement**") (the Note, Mortgage, Loan Agreement and all other documents evidencing, securing or given in connection with the Loan are collectively referred to herein as the "**Loan Documents**"); and

WHEREAS, the Borrower desires to further secure (i) the payment of principal, interest and all other sums now due or hereafter to become due under the Loan and Note, including any extensions, modifications or renewals thereof, and under the other Loan Documents, and under any instruments or documents evidencing or securing any Other Indebtedness (the "**Other Indebtedness Instruments**"), and (ii) the performance of each and every obligation, covenant and agreement of the Borrower contained in this Assignment, in the other Loan Documents, and in the Other Indebtedness Instruments.

NOW, THEREFORE, the Borrower, for and in consideration of Lender making the Loan, for Ten Dollars (\$10.00), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as **FURTHER AND ADDITIONAL SECURITY** as aforesaid to the Lender, and to secure the prompt payment of the Loan and Note, with the interest thereon, and any extensions, renewals, modifications and refinancings of same, and any charges incurred by Lender on account of Borrower, including but not limited to reasonable

attorneys' fees, and any and all Other Indebtedness, and further to secure the performance of the covenants, conditions and agreements hereinafter set forth and set forth in the Note, in the other Loan Documents, and in the Other Indebtedness Instruments, does hereby sell, assign and transfer unto the Lender all leases, subleases and lease guaranties of or relating to all or part of the Premises, whether now existing or hereafter created or arising, including without limitation those certain leases, if any, specifically described on an exhibit to this Assignment, and all the rents, issues and profits now due and which may hereafter become due under or by virtue of any such lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the Premises or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by the Lender under the powers herein granted, it being the intention of the parties to hereby establish an absolute transfer and assignment of all the said leases, subleases, lease guaranties and agreements, and all the avails thereof, to the Lender, and the Borrower does hereby appoint irrevocably the Lender its true and lawful attorney in its name and stead (to be exercised only after an Event of Default under the Loan Agreement, and with or without taking possession of the aforesaid Premises as hereinafter provided), to rent, lease or let all or any portion of the Premises to any party or parties at such rental and upon such term, in its discretion as it may determine, and after an Event of Default, to collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter, and all now due, or that may hereafter become due under each and all of the leases, subleases, lease guaranties and agreements, written or verbal, or other tenancy existing or which may hereafter exist on the Premises, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as the Lender would have upon taking possession of the Premises pursuant to the provisions hereinafter set forth.

The Borrower represents and agrees that no rent (other than security deposits) has been or will be paid by any person in possession of any portion of the Premises for more than one installment in advance and that the payment of none of the rents to accrue for any portion of said Premises has been or will be waived, released, reduced, or discounted, or otherwise discharged or compromised by the Borrower. The Borrower waives any right of setoff against any person in possession of any portion of the Premises. The Borrower agrees that it will not assign any of the rents or profits except to the purchaser or grantee of the Premises.

Nothing herein contained shall be construed as constituting the Lender as "mortgagee in possession" in the absence of the taking of actual possession of the Premises by the Lender pursuant to the provisions hereinafter contained or contained in the other Loan Documents. In the exercise of the powers herein granted the Lender, no liability shall be asserted or enforced against the Lender, all such liability being expressly waived and released by the Borrower.

The Borrower further agrees to execute and deliver, immediately upon the request of the Lender, all such further assurances and assignments of subleases, lease guaranties and agreements in the Premises as the Lender shall from time to time require.

It is the intention of the parties that this Assignment shall be a present assignment; however, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Borrower shall have the right to collect the rents and to enter into leases with respect to the

Premises as herein provided so long as there exists no Event of Default under the Loan Agreement or the other Loan Documents, and provided further, that Borrower's right to collect such rents and to enter into such leases shall terminate and cease automatically upon the occurrence of any such Event of Default without the necessity of any notice or other action whatsoever by Lender.

The Lender shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any leases, subleases or rental agreements relating to the Premises, and the Borrower shall and does hereby agree to indemnify and hold the Lender harmless of and from any and all liability, loss or damage which it may or might incur under any leases, subleases or agreements or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases, subleases or agreements; provided, that Borrower shall not indemnify Lender against matters caused by Lender's own gross negligence or willful misconduct. Should the Lender incur any such liability, loss or damage, under said leases or under or by reason of the assignment thereof, or in the defense of any claims or demands asserted against the Lender in connection with any one or more of said leases, subleases or agreements (other than with respect to matters caused by the Lender's own gross negligence or willful misconduct), the Borrower agrees to reimburse the Lender for the amount thereof, including costs, expenses and reasonable attorneys' fees immediately upon demand, and until the same are fully reimbursed by the Borrower, all such costs, expenses and reasonable attorneys' fees shall be secured by this Assignment and the Mortgage.

In any case in which, under the provisions of the Mortgage, the Lender has a right to institute foreclosure proceedings, whether before or after the entire principal sum secured thereby is declared to be immediately due, or whether before or after institution of legal proceedings or any other action to foreclose the lien thereof, or whether before or after sale thereunder, forthwith, upon demand of the Lender and if and to the extent permitted by law, the Borrower agrees to surrender to the Lender, and the Lender shall be entitled to take actual possession of, the Premises or any part thereof personally, or by its agents or attorneys, and the Lender in its discretion may, if and to the extent permitted by law as aforesaid, enter upon and take and maintain possession of all or any part of said Premises, together with all the documents, books, records, papers and accounts of the Borrower or then owner of the Premises relating thereto, and may exclude the Borrower, its agents or servants, wholly therefrom and may as attorney-in-fact or agent of the Borrower, or in its own name as Lender and under the powers herein granted, hold, operate, manage and control the Premises and conduct the business, if any, thereof either personally or by its agents, with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment of security for the avails, rents, issues, and profits of the Premises, including legal actions for the recovery of rent, legal dispossessory actions against tenants holding over and legal actions in distress of rent, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to the Borrower except as otherwise required by applicable law, and with full power to cancel or terminate any lease or sublease for any cause or on any ground which would entitle the

Borrower to cancel the same, to elect to disaffirm any lease or sublease made subsequent to the aforesaid Mortgage or subordinated to the lien thereof, to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises that may seem judicious in its discretion, to insure and reinsure the same for all risks incidental to the Lender's possession, operation and management thereof and to receive all such avails, rents, issues and profits.

Upon the occurrence of any Event of Default under the Mortgage, the Loan Agreement or any other Loan Documents, then, in addition to the other rights and remedies set forth in this Assignment and in the Loan Documents, Lender shall have the right to demand and collect directly from tenants rents accruing from leases and subleases of the Premises.

The Lender in the exercise of the rights and powers conferred upon it by this Assignment shall have full power to use and apply the avails, rents, issues and profits of the Premises to the payment of or on account of the following, in such order as the Lender may determine:

- (a) To the payment of the operating expenses of said Premises, including cost of management and leasing thereof (which shall include reasonable compensation to the Lender and its agent or agents, if management be delegated to an agent or agents, and it shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereinabove authorized;
- (b) To the payment of taxes and special assessments now due or which may hereafter become due on said Premises;
- (c) To the payment of all repairs, decorating, renewals, replacements, alterations, additions, or betterments, and improvements of said Premises, including the cost from time to time of installing, repairing and replacing heating and cooling appliances, and gas or electric stoves therein, and of placing said Premises in such condition as will, in the judgment of the Lender, make it readily rentable; and
- (d) To the payment of any indebtedness evidenced or secured by the Note, the Mortgage, any other Loan Document, or any Other Indebtedness Instrument, or any deficiency which may result from any foreclosure sale of the Premises, in such order as Lender shall determine in its sole discretion.

The Borrower does further specifically authorize and instruct each and every present and future lessee or tenant of the whole or any part of the Premises to pay all unpaid rental agreed upon in any lease or tenancy to the Lender upon receipt of demand from said Lender to pay the same.

It is understood and agreed that the provisions set forth in this Assignment shall be deemed as a special remedy given to the Lender, and shall not be deemed exclusive of any of the remedies granted in the Mortgage and the other Loan Documents, but shall be deemed an additional remedy and shall be cumulative with the remedies therein granted.


Whenever the word "**Borrower**" is mentioned herein, it is hereby understood that the same includes both the singular and plural in number and the masculine, feminine or neuter gender, as the context hereof shall require, and shall include and be binding upon heirs, successors and assigns (including successors by consolidation) of the Borrower, and any party or parties holding title to the Premises by, through or under the Borrower. All of the rights, powers, privileges and immunities herein granted and assigned to the Lender shall also inure to its successors and assigns, including all holders, from time to time, of the Note and the other Loan Documents.

It is expressly understood that no judgment or decree which may be entered on any debt secured or intended to be secured by the Mortgage shall operate to abrogate or lessen the effect of this Assignment, but that the same shall continue in full force and effect until the payment and discharge of any and all indebtedness secured by said Mortgage, in whatever form the said indebtedness may be and until the indebtedness secured by said Mortgage shall have been paid in full and all bills incurred by virtue of the authority herein contained have been fully paid out of rents, issues and profits of the Premises, or by the Borrower, or until such time as this Assignment may be voluntarily released. This Assignment shall also remain in full force and effect during the pendency of any foreclosure proceedings, both before and after sale, until the issuance of a deed pursuant to such foreclosure, unless the indebtedness secured by the Mortgage is fully satisfied before the expiration of any period of redemption.

BORROWER HAS AGREED TO BINDING ARBITRATION OF ANY DISPUTES RELATING TO THIS ASSIGNMENT AS MORE PARTICULARLY SET FORTH IN THE LOAN AGREEMENT. IN THE EVENT THAT SUCH BINDING ARBITRATION PROVISION IS DEEMED UNENFORCEABLE, AND THUS LENDER AND BORROWER ARE REQUIRED TO LITIGATE IN COURT, LENDER AND BORROWER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS ASSIGNMENT, THE LOAN AGREEMENT, THE MORTGAGE, THE NOTE, THE GUARANTY, ALL OTHER DOCUMENTS EXECUTED IN CONNECTION WITH THIS ASSIGNMENT OR GIVEN TO EVIDENCE OR SECURE THE LOAN, OR ANY COURSE OF CONDUCT, COURSE OF DEALING OR STATEMENTS RELATED THERETO (WHETHER VERBAL OR WRITTEN), AND BROUGHT BY EITHER PARTY AGAINST THE OTHER.

This Assignment shall be governed by the laws of the State of Alabama.

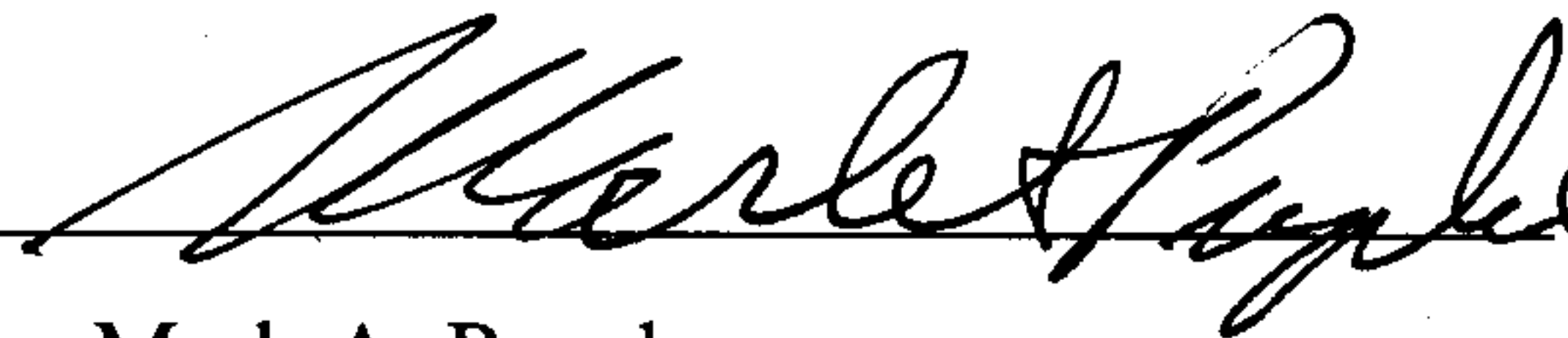
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20150206000039610 5/7 \$32.00
Shelby Cnty Judge of Probate, AL
02/06/2015 10:03:59 AM FILED/CERT

IN WITNESS WHEREOF, the Borrower has caused this instrument to be executed and delivered effective as of the date first set forth above.

BORROWER :

MAP ALABASTER, LLC,
an Alabama limited liability company


By:  (SEAL)
Name: Mark A. Peeples
Title: Manager

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, Kara M. Garstecki, a notary public in and for said county in said state, hereby certify that **Mark A. Peeples**, whose name as the Manager of **MAP ALABASTER, 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, 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 3rd day of February, 2015.


Notary Public
My commission expires: 7/22/2017

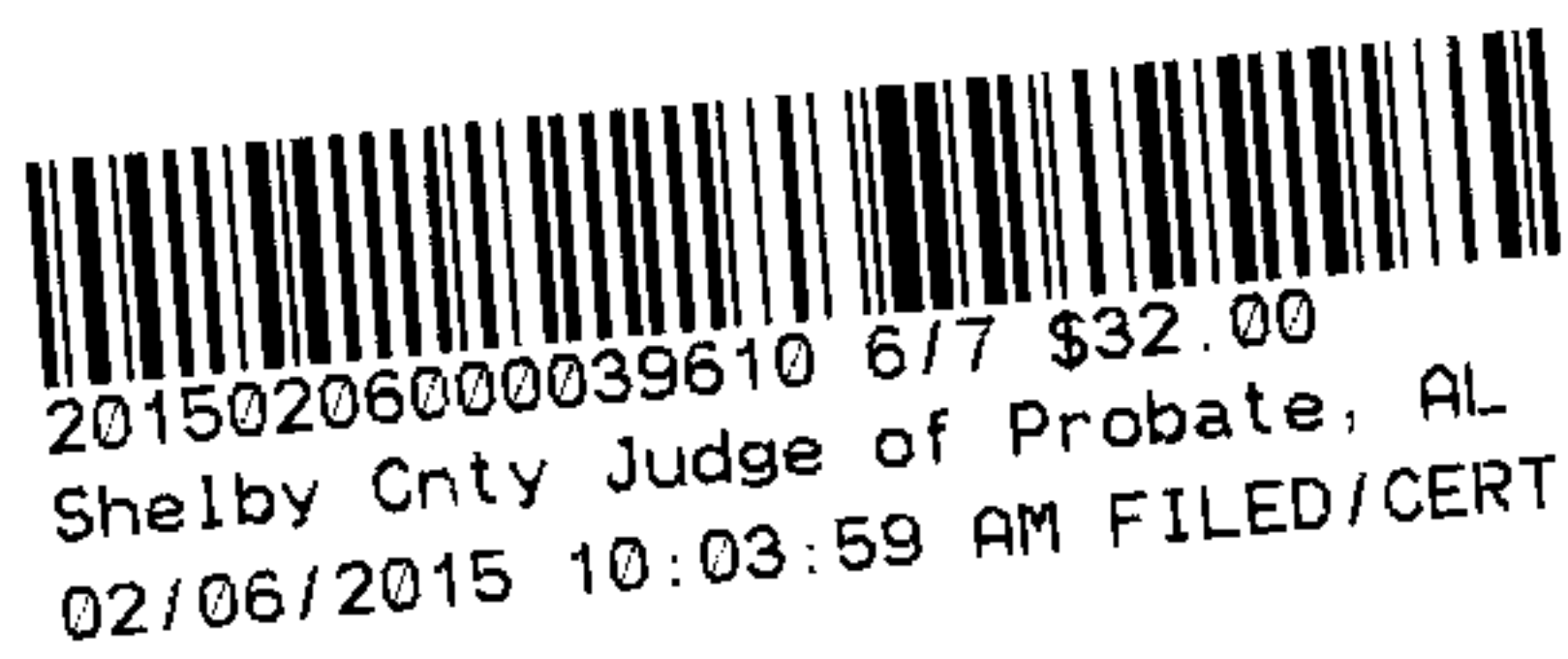
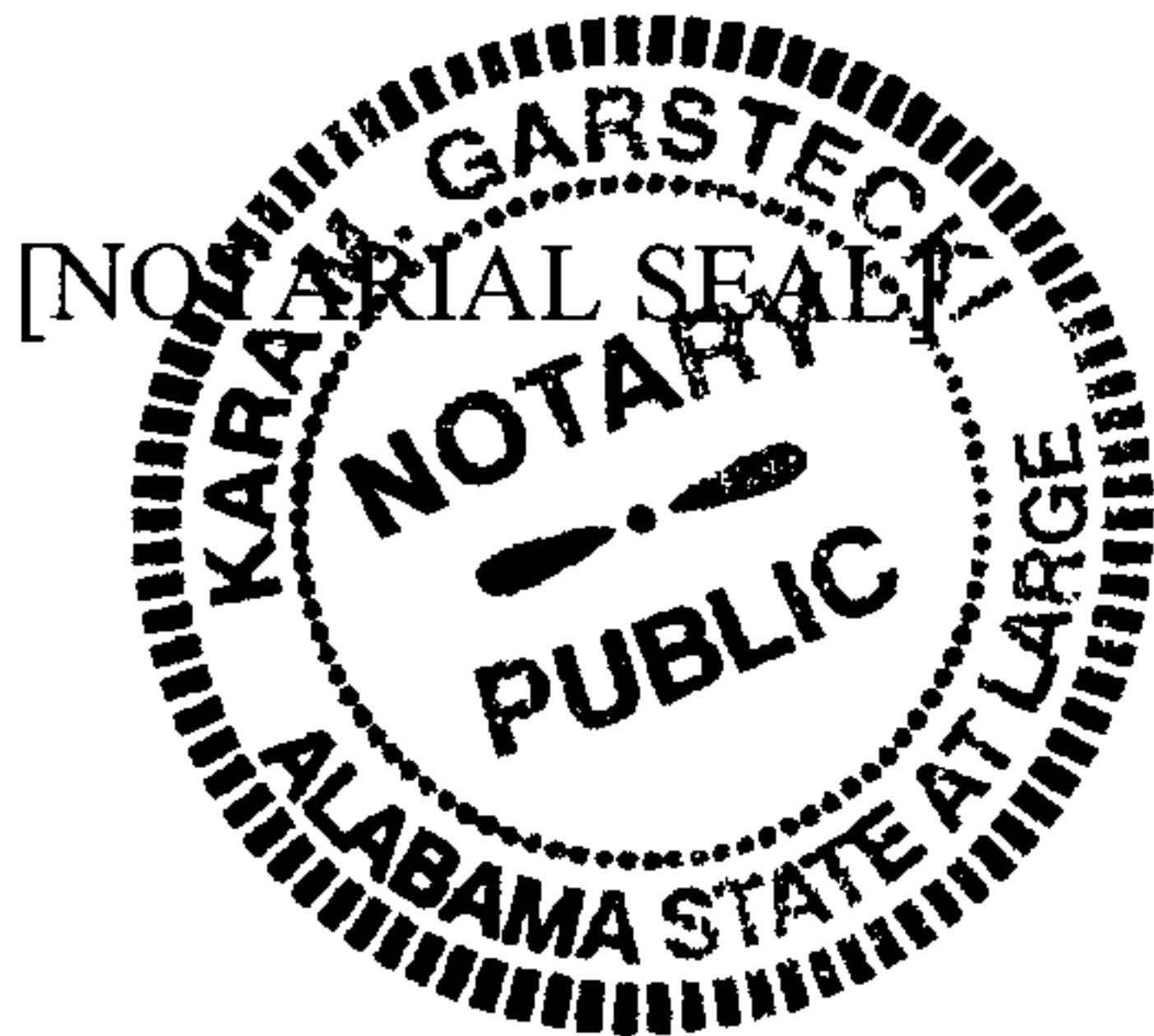



EXHIBIT A


20150206000039610 7/7 \$32.00
Shelby Cnty Judge of Probate, AL
02/06/2015 10:03:59 AM FILED/CERT

Description of Mortgaged Property

A parcel of land situated in the South half of the Northwest one-quarter of the Northwest one-quarter of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of said Section 14; thence run South 00 degrees 25 minutes 40 seconds East along the West line of said Section 14 for a distance of 661.30 feet to a found Beacon capped rebar, said point being the POINT OF BEGINNING; thence leaving the West line of said Section 14, run South 89 degrees 23 minutes 43 seconds East for a distance of 156.81 feet to a found RCFA capped rebar; thence run South 88 degrees 44 minutes 49 seconds East for a distance of 309.94 feet to a found 4" open top; thence run South 23 degrees 14 minutes 38 seconds West for a distance of 199.29 feet to a found 2" open top; thence run South 88 degrees 59 minutes 29 seconds East for a distance of 555.48 feet to a found Beacon capped rebar, said point being on the Westernmost right of way line of Alabama State Highway 119; thence run South 25 degrees 44 minutes 12 seconds West along said Westernmost right of way for a distance of 215.29 feet to an iron pin set, said point being the point of commencement of a curve to the left, said curve having a radius of 3130.00 feet, a central angle of 05 degrees 22 minutes 46 seconds, a chord bearing of South 23 degrees 02 minutes 49 seconds West for a chord distance of 293.77 feet; thence run along arc of said curve and along said Westernmost right of way for a distance of 293.88 feet to a found ¼" rebar; thence leaving said Westernmost right of way, run North 89 degrees 15 minutes 19 seconds West for a distance of 425.20 feet to an iron pin set, said point being on the Easternmost right of way line of Daisy Lane (40' right of way); thence run North 41 degrees 21 minutes 06 seconds West along said Easternmost right of way for a distance of 84.61 feet to an iron pin set, said point being the point of commencement of a curve to the right, said curve having a radius of 56.24, a central angle of 48 degrees 41 minutes 34 seconds, a chord bearing of North 18 degrees 45 minutes 33 seconds West for a chord distance of 46.37 feet; thence run along arc of said curve and along said Easternmost right of way for a distance of 47.80 feet to an iron pin set, said point being a point on the Northernmost right of way line of said Daisy Lane; thence run North 84 degrees 24 minutes 41 seconds West along said Northernmost right of way for a distance of 5.50 feet to an iron pin set; thence leaving said Northernmost right of way, run North 22 degrees 38 minutes 47 seconds East for a distance of 91.41 feet to a found ½" crimp; thence run North 23 degrees 23 minutes 22 seconds East for a distance of 223.01 feet to a found Beacon capped rebar; thence run South 87 degrees 23 minutes 53 seconds West for a distance of 355.48 feet to a found ¼" rebar, said point being a point on the West line of said Section 14; thence run North 00 degrees 25 minutes 40 seconds West for a distance of 279.20 feet to the POINT OF BEGINNING. Said parcel contains 360,234 square feet or 8.27 acres more or less.

Being one and the same as that property described on the survey prepared by Gonzalez-Strength & Associates, Inc., dated September 19, 2014, and revised January 13, 2015