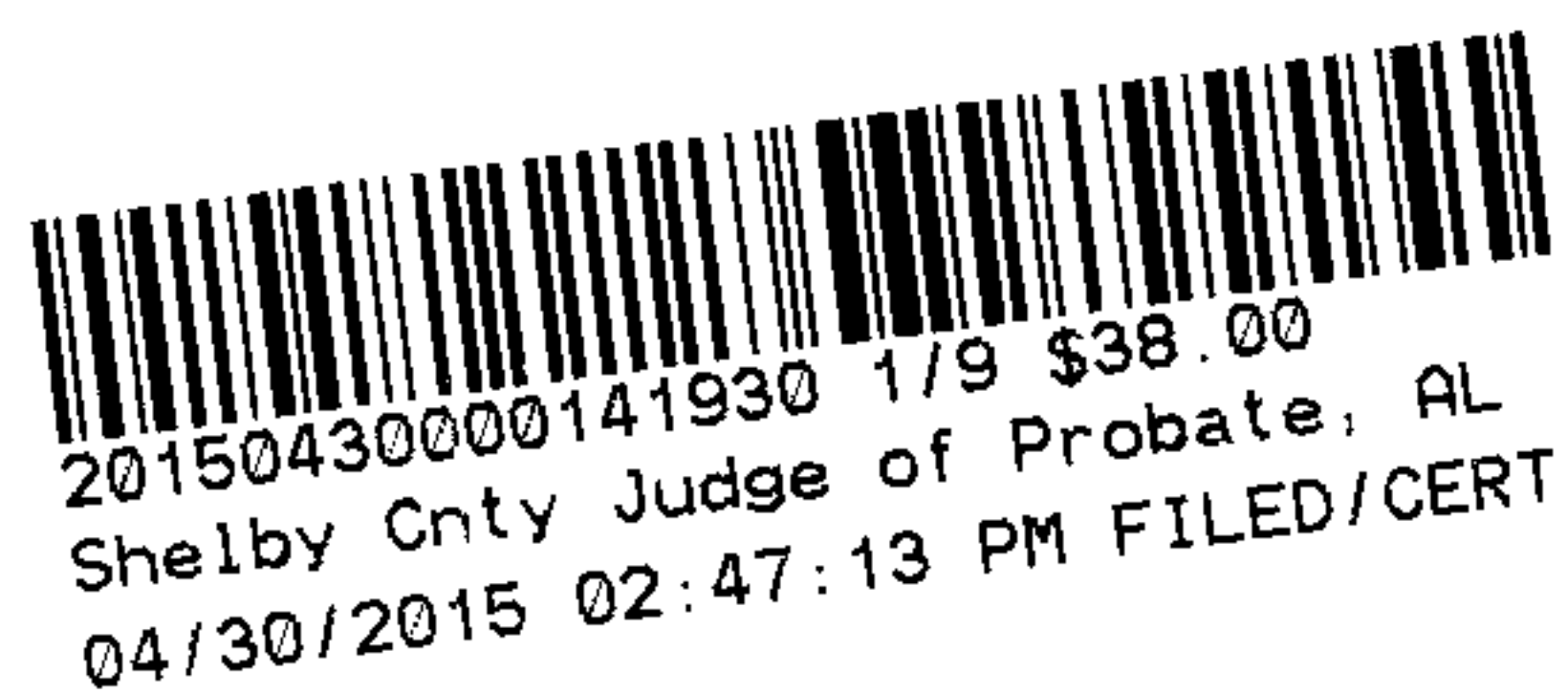


This document prepared by:

R. Mike Yarbrow
Yarbrow Law Offices, LLC
3451 Brookwood Road
Birmingham, AL 35223

After recording return to:

Jefferson Title Corporation
Contact: Robert S. Caliento
3500 Colonnade Parkway, Suite 350
Birmingham, AL 35243
Phone: 205-328-8020



ASSIGNMENT OF RENTS AND LEASES

THE FOLLOWING meanings are hereby adopted by the undersigned for the following capitalized terms for purposes of this Assignment of Rents and Leases (this "Assignment"):

- a. "Indenture" shall mean the Mortgage and Security Agreement dated of even date herewith executed by the Owner to or for the benefit of the Lender.
- b. "Lender" shall mean **PROTECTIVE LIFE INSURANCE COMPANY**.
- c. "Lender's Notice Address" shall mean 2801 Highway 280 South, Birmingham, Alabama 35223, Attention: Investment Department.
- d. "Loan Amount" shall mean \$12,500,000.00.
- e. "Owner" shall mean **DRUMMOND OFFICE GROUP, LLC**, an Alabama limited liability company.
- f. "Owner's Notice Address" shall mean 3874 Lockerbie Drive, Birmingham, AL 35223.
- g. "State" shall mean the State of Alabama.

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 and to the Anchor Leases (as defined in the Indenture) and all other leases, operating agreements, management agreements, concession agreements, licenses and all similar agreements, and all rents, royalties, issues, profits, security deposits, income, termination payments and other benefits now existing or hereafter made and affecting the real property and the improvements thereon described in Exhibit A attached hereto and incorporated herein by reference (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. The Anchor Leases and all other leases and 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 "Leases" and individually as a "Lease" and all said rents, royalties, issues, profits, security deposits, income, termination payments and other benefits described in this Paragraph are hereinafter collectively and severally referred to as the "Rents and Profits".

2. OWNER'S PURPOSE in making this assignment is to induce Lender to make the loan in the Loan Amount to the Owner by relinquishing to Lender its right to collect and enjoy the Rents and Profits at any time accrued or accruing by virtue of the Leases as additional security for the outstanding indebtedness to Lender as evidenced by the Promissory Note in favor of Lender (hereinafter called the "Obligation" or "Note") dated this same date in the Loan Amount executed by Owner, as additional security for the Owner's obligations under the Indenture and to furnish security for the performance of Owner's obligations contained herein. The Obligation and other said loan documents and all other documents executed in connection with this loan are referred to as the "Loan Documents".

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 Owner's Obligation, 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 Leases, so long as there is no default by Owner in performance of the terms, covenants or provisions of the Obligation, 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 Event of Default (as defined in the Indenture) under the terms and conditions of this Assignment or any of the Loan Documents, this Assignment shall constitute a direction to and full authority to any and all obligors under the Leases and any guarantor of the Leases 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 Leases 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 Leases 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 Leases 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 WARRANTS that:

(a) to the best of its knowledge, no default exists beyond any applicable notice and cure period provided therein on the part of Owner under the Leases;

(b) to the best of its knowledge, no rent or other payment has been collected under the Leases for more than one (1) month in advance of the date on which it is due under the terms of any Leases;

(c) neither the Leases nor any interest therein has been previously assigned or pledged by Owner;

(d) except as expressly provided in the applicable Lease delivered to the Lender, no concession has been 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 with regard to all or any part of the Property, if applicable and subject to the terms and provisions of this Assignment.

6. OWNER AGREES:

(a) if a Lease provides for a security deposit paid by lessee to Owner, this Assignment transfers to the Lender all of Owner's right, title and interest in and to the security deposit, provided that Owner shall have the right to retain said security deposit so long as Owner is not in default under this Assignment or the Loan Documents; and provided further that Lender shall have no obligation to any obligor under the Lease with respect to such security deposit unless and until Lender comes into actual possession and control of said deposit;

(b) any proposed lease of all or any part of the Property must be submitted to Lender and Lender must provide its written approval of any such Lease prior to the execution thereof. Owner shall provide executed originals and/or copies of all Leases to Lender upon demand;

(c) that the Leases shall remain in full force and effect despite any merger of the interest of Owner and any obligor under the Leases, and Owner shall not transfer or convey fee title to the leased premises to any obligor under the Leases without the prior written consent of Lender, and where such consent is given or where under applicable law the requirement for such consent is not enforceable, Owner shall require the said obligor under the Leases, in writing, to assume and agree to pay the Obligation in accordance with the terms, covenants and conditions of the Loan Documents; provided, however, that, in no event shall any such transfer or conveyance operate to release or relieve Owner of any liability to Lender unless Lender specifically agrees otherwise in writing;

(d) Owner shall not terminate, modify, amend, grant any concessions under or accept a surrender of any Lease without the prior written consent of Lender;

(e) Owner shall not collect any Rents and Profits more than one (1) month in advance of the date on which they become due under the terms of a Lease;

(f) Owner shall not discount any future accruing Rents and Profits;

(g) Owner shall not consent to an assignment of a Lease, or a subletting thereunder, without the prior written consent of Lender, except with regard to any assignment or subletting expressly permitted without Owner's consent by the terms and provisions of the Leases;

(h) Owner shall not execute any further assignment of any of the Rents and Profits or any interest therein or suffer or permit any such assignment to occur by operation of law;

(i) Owner shall not request, consent to, agree to, or accept a subordination of the Leases to any mortgage or other encumbrance, or any other lease, now or hereafter affecting the Property or any part thereof, or suffer or permit conversion of any Lease to a sublease;

(j) Owner shall faithfully perform and discharge its obligations under the Leases and shall not default thereunder, and shall give prompt written notice to Lender of any notice of Owner's default received from any obligor under the Leases or any other person and furnish Lender with a complete copy of said notice; Owner shall appear in and defend, at no cost to Lender, any action or proceeding arising under or in any manner connected with the Leases; and if requested by Lender, Owner shall enforce the Leases and all remedies available to Owner against any obligor under the Leases in the case of default under the Leases by any obligor under the Leases;

(k) Owner shall give Lender written notice immediately upon entering into any lease or other agreement respecting any part of the Property (subject to Lender's approval rights regarding same as provided in subparagraph 6(b) above), and shall promptly provide to Lender a true and correct copy of the executed lease or other agreement; each such lease or agreement shall be deemed included in this Assignment automatically as though originally listed herein, and the term "Leases" as used herein shall include such lease or agreement;

(l) The Property shall at all times be managed by Owner (so long as no default exists under any of the Loan Documents) or Owner shall at all times contract to manage the Property through a qualified manager, and Owner shall obtain the Lender's prior written consent to and approval of the said management contract and manager before execution of and employing the same, respectively. The said management contract and all of the management, leasing, or other fees under such management contract shall be subordinate to the lien of the Loan Documents;

(m) Owner shall deliver to Lender a duly executed estoppel certificate from any obligor under the Leases as required by Lender attesting that the applicable Lease is in full force and effect with no defaults thereunder on the part of any party, that no rental has been paid more than one month in advance, and that said obligor under the Lease claims no defense or offset against the full and timely performance of its obligations under the Lease, with such estoppels to be delivered to Lender promptly upon request; and

(n) Nothing herein shall be construed to impose any liability or obligation on Lender under or with respect to the Leases; Owner shall indemnify and hold Lender harmless from and against any and all liabilities, losses and damages which Lender may incur under the Leases or by reason of this Assignment, and Owner shall immediately upon demand reimburse Lender for the amount thereof together with all costs and expenses and attorneys' fees incurred by Lender; all of the foregoing sums shall bear interest until paid at the rate set forth in the Obligation; and any Rents and Profits collected by Lender may be applied by Lender in its discretion in satisfaction of any such liability, loss, damage, claim, demand, costs, expense or fees.

7. OWNER HEREBY GRANTS TO LENDER THE FOLLOWING RIGHTS:

(a) Lender shall be deemed to be the creditor of any obligor under the Leases in respect of any assignments for the benefit of creditors and any bankruptcy, arrangement, reorganization, insolvency, dissolution, receivership or other debtor-relief proceedings affecting such obligor (without obligation on the part of Lender, however, to file timely claims in such proceedings or otherwise pursue creditor's rights therein);

(b) Lender shall have the right to assign Owner's right, title and interest in the Leases to any subsequent holder of the Indenture or any participating interest therein or to any person acquiring title to all or any part of the Property through foreclosure or otherwise, and any subsequent assignee shall have all the rights and powers herein provided to Lender;

(c) Lender shall have the right (but not the obligation), upon any failure of Owner to perform any of its agreements hereunder, to take any action as Lender may deem necessary or appropriate to protect its security, including but not limited to appearing in any action or proceeding and performing any obligations of the lessor under any Leases, and Owner agrees to pay, on demand, all costs and expenses (including without limitation Lender's attorneys' fees) incurred by Lender in connection therewith, together with interest thereon at the After-Maturity Rate set forth in the Obligation;

(d) upon default by Owner under any Lease, the Lender shall have the right, but not the obligation, to cure the same, upon failure of Owner to cure, and Lender shall have the right to add all costs necessary to cure such defaults, including Lender's attorney's fees, to the Obligation.

(e) upon any default by Owner under this Assignment or under the Loan Documents which remains uncured after the expiration of any notice or grace period expressly provided herein or therein, if applicable, and without further notice to or consent of Owner, Lender shall have the following rights (none of which shall be construed to be obligations of the Lender);

(i) Lender shall have the right under this Assignment to use and possess, without rental or charge, all personal property of the Owner located on the Property and used in the operation or occupancy thereof. Lender shall have the right to apply any of the Rents and Profits to pay installments due for personal property rented or purchased on credit, insurance premiums on personal property, or other charges relating to personal property on the Property. However, this Assignment shall not make Lender responsible for the control, care, management or repair of the Property or any personal property or for the carrying out of any of the terms or provisions of the Leases;

(ii) Lender shall have the right to apply the Rents and Profits and any sums recovered by Lender hereunder to Owner's outstanding indebtedness to Lender secured hereby or by any of the Loan Documents, as well as to the charges for taxes, insurance, improvements, maintenance and other items relating to the operation of the Property;

(iii) Lender shall have the right to take possession of the Property, manage and operate the Property and Owner's business thereon, and to take possession of and use all books of account and financial records of Owner and its property managers or representatives relating to the Property;

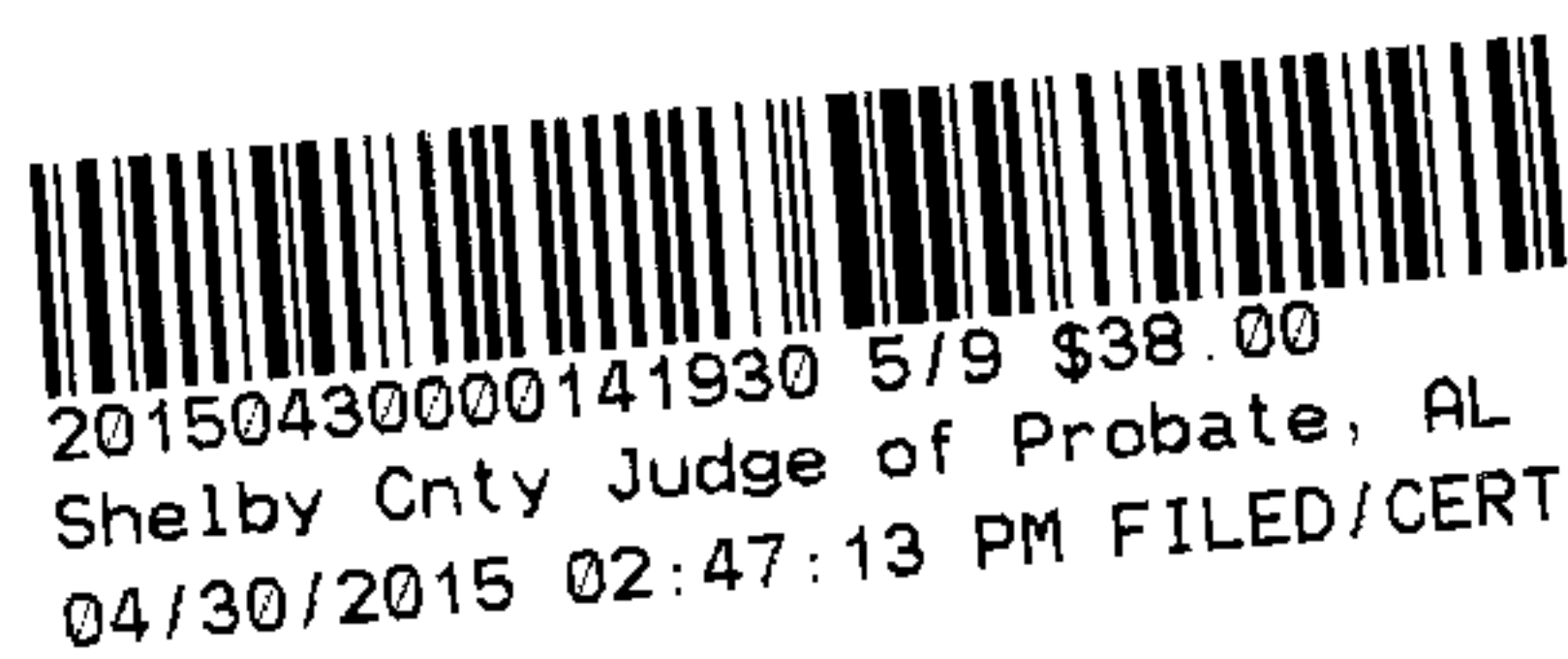
(iv) Lender shall have the right to execute new Leases of any part of the Property, including Leases that extend beyond the term of the Indenture;

(v) Lender shall have the right to cancel or alter any existing Leases; and

(vi) Lender shall have the authority, as Owner's attorney-in-fact, such authority being coupled with an interest and irrevocable, to sign the name of Owner and to bind Owner on all papers and documents relating to the operation, leasing and maintenance of the Property.

All of the foregoing rights and remedies of Lender are cumulative, and Lender shall also have upon the occurrence of any such default all other rights and remedies provided under the Loan Documents or otherwise available at law or in equity or by statute.

8. 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.



9. 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.

10. 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 Obligation or any part thereof, whether by virtue of assignment, participation or otherwise). The words "Owner", "Lender", "obligor under the Leases", and "guarantor", wherever used herein, shall include the persons and entities named herein or in the Leases 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 Obligation 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.

11. 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.

12. 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 Indenture, note, and guarantees, this Assignment shall be void and of no further effect.

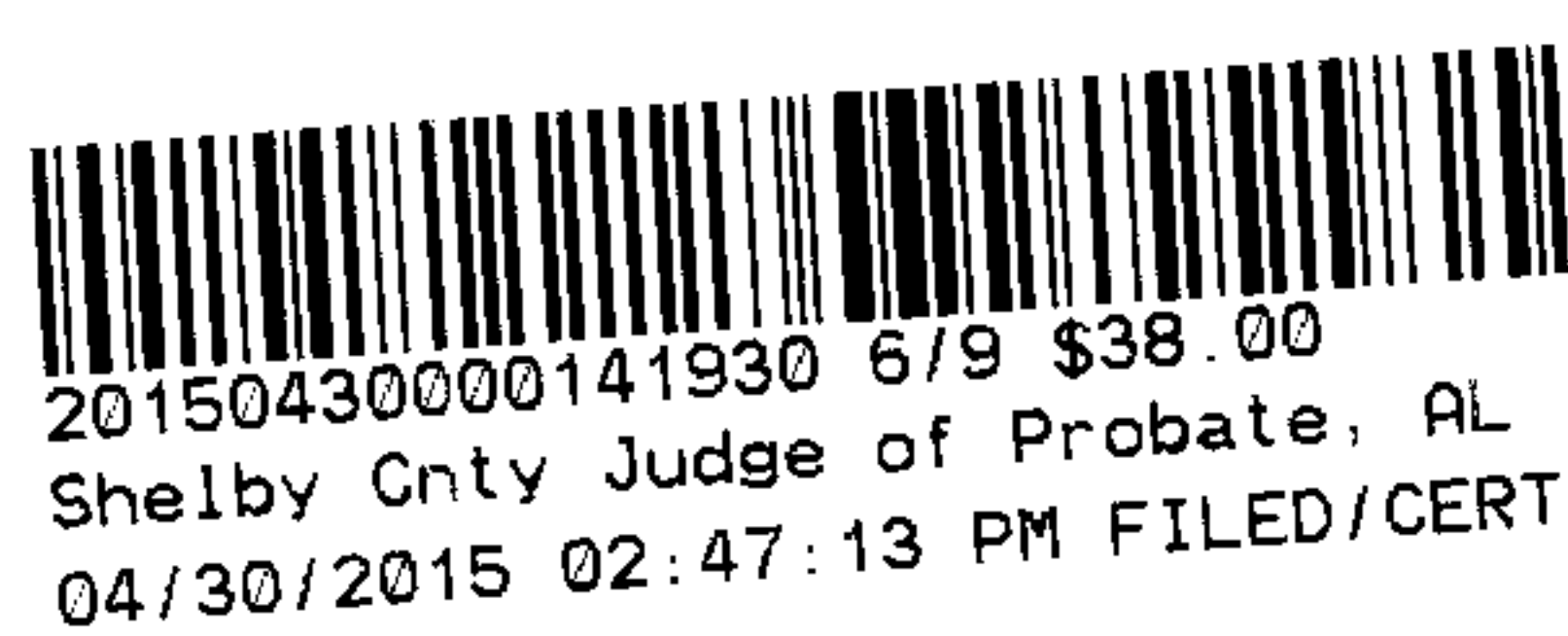
13. All notices given hereunder shall be given in the manner set forth in the Indenture.

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

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

16. Jury Trial Waiver. **AFTER CONSULTATION WITH COUNSEL AND RECOGNIZING THAT ANY DISPUTE ARISING HEREUNDER WILL BE COMMERCIAL IN NATURE AND COMPLEX, AND IN ORDER TO MINIMIZE THE COSTS INVOLVED IN THE DISPUTE RESOLUTION PROCESS, THE UNDERSIGNED HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED UPON THIS TRANSACTION OR THIS ASSIGNMENT, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH ANY OF THE OTHER LOAN DOCUMENTS EXECUTED IN CONNECTION WITH THIS TRANSACTION, OR RESPECTING ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY AND ACKNOWLEDGE THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR ENTERING INTO THIS LOAN TRANSACTION BY ALL PARTIES.**

[Signature on next page]

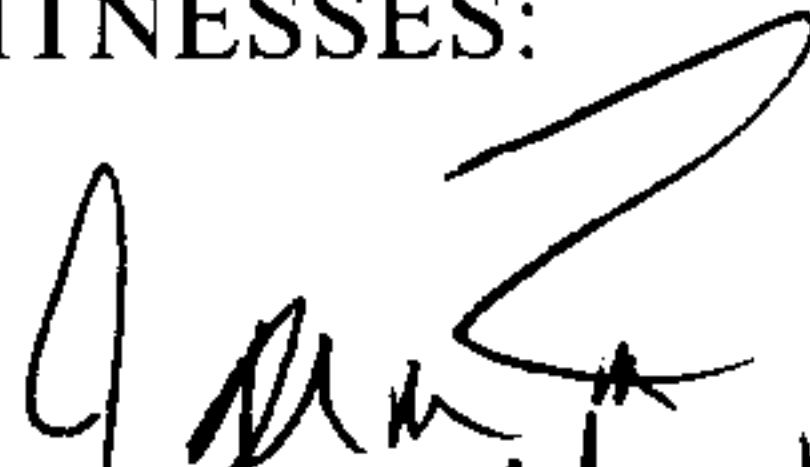
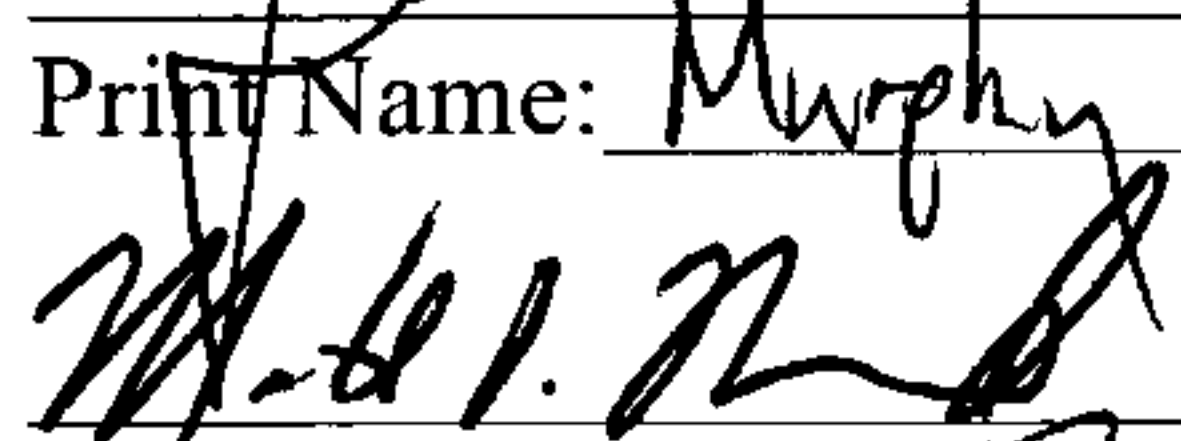


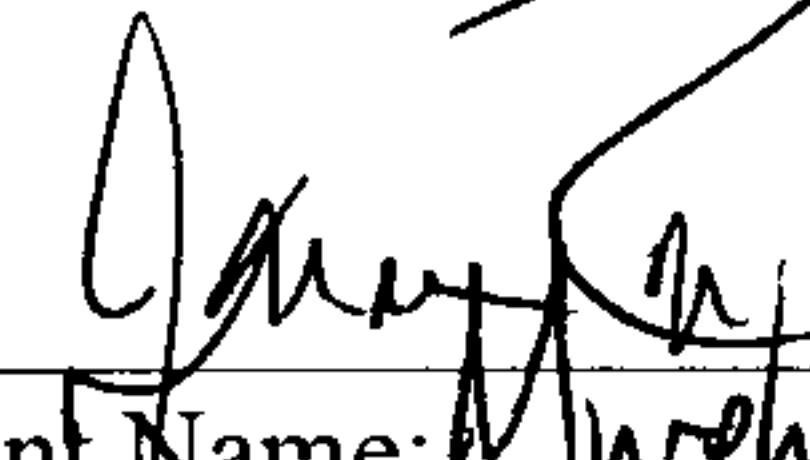
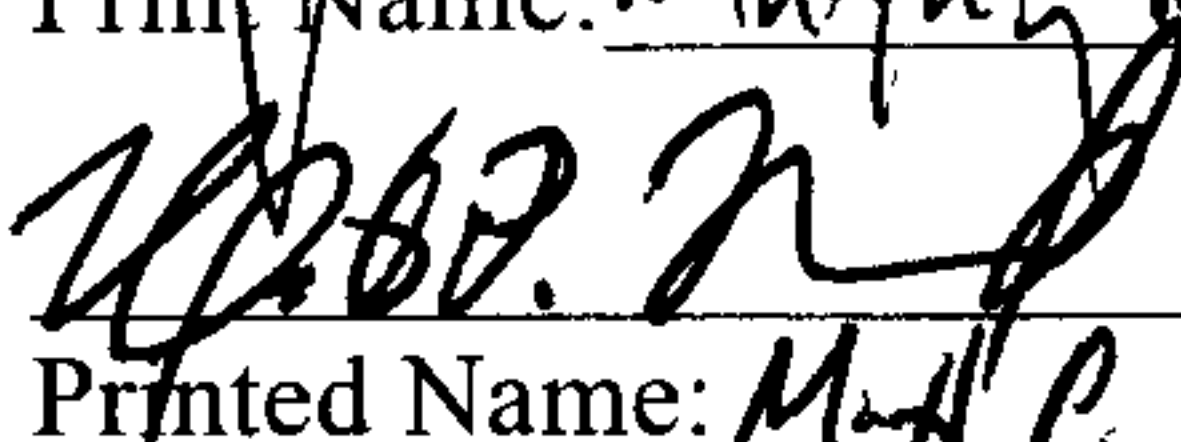
IN WITNESS WHEREOF, this Assignment has been executed by the undersigned intending same to be under seal effective as of April 30, 2015.

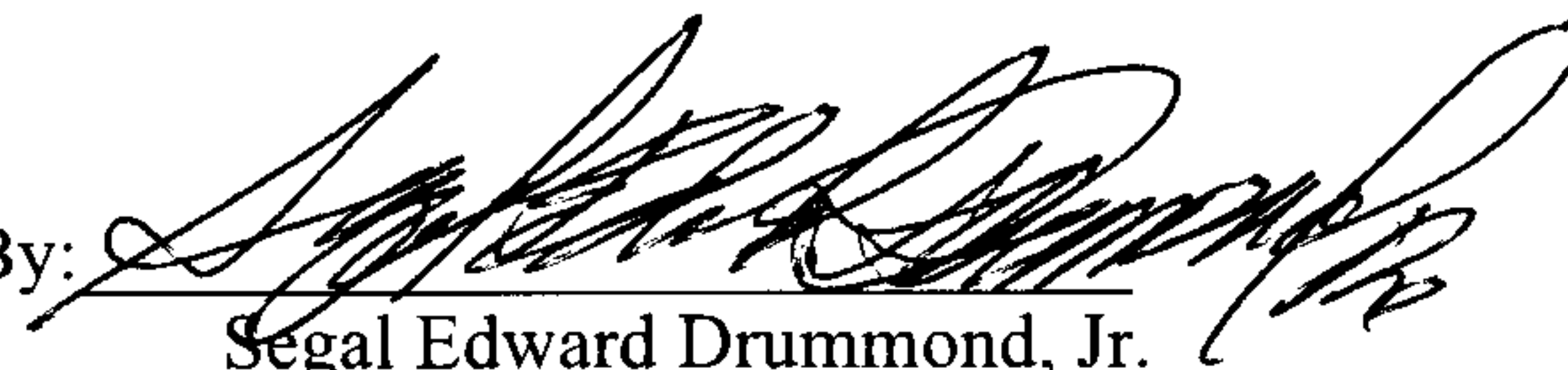
OWNER:

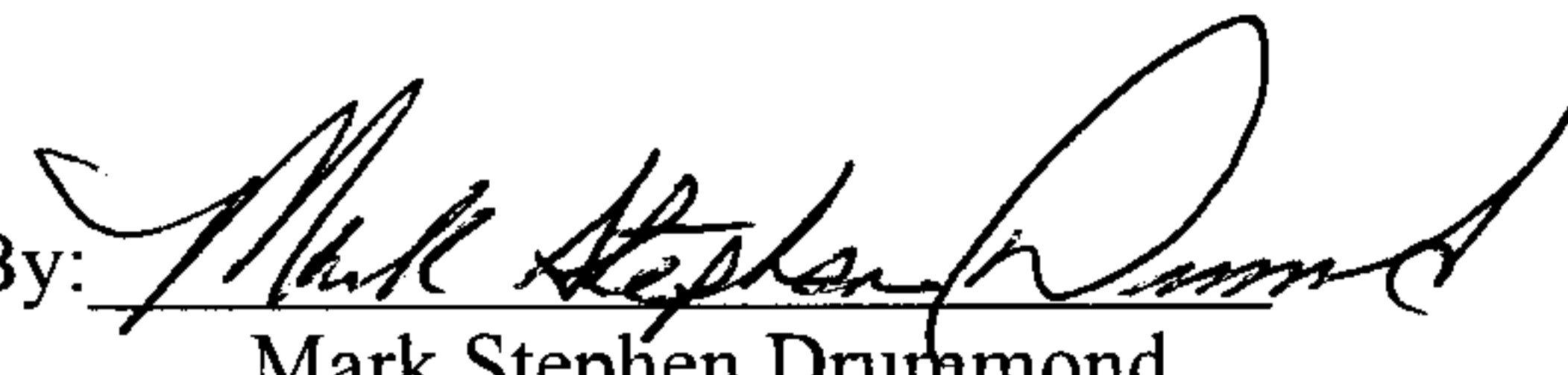
DRUMMOND OFFICE GROUP, LLC,
an Alabama limited liability company

WITNESSES:



Print Name: Murphy McMill

Printed Name: Mark P. Murrell


Print Name: Murphy McMill

Printed Name: Mark P. Murrell

By: 
Segal Edward Drummond, Jr.
Authorized Member

By: 
Mark Stephen Drummond
Authorized Member

[Notary statements on next page]


20150430000141930 7/9 \$38.00
Shelby Cnty Judge of Probate, AL
04/30/2015 02:47:13 PM FILED/CERT

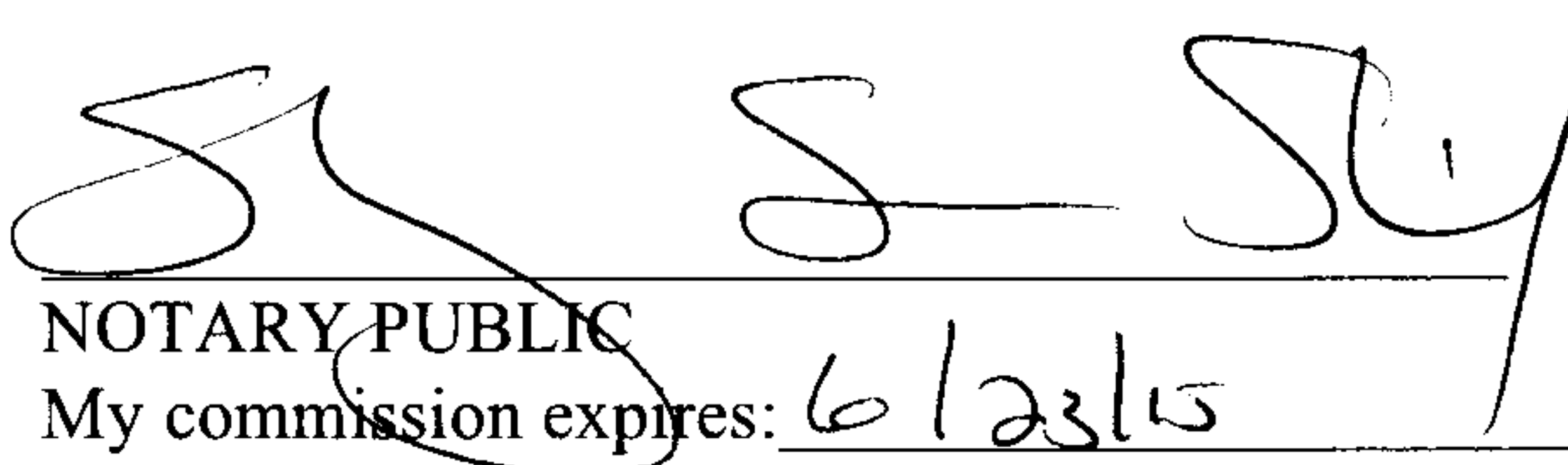
STATE OF ALABAMA

COUNTY OF JEFFERSON

I, Stacey Sessions Shirley, a Notary Public in and for said County in said State, hereby certify that Segal Edward Drummond, Jr., whose name as an Authorized Member of DRUMMOND OFFICE GROUP, LLC, an Alabama limited liability company, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

GIVEN under my hand and notarial seal this 28 day of April, 2015.

[SEAL]


NOTARY PUBLIC
My commission expires: 6/23/15

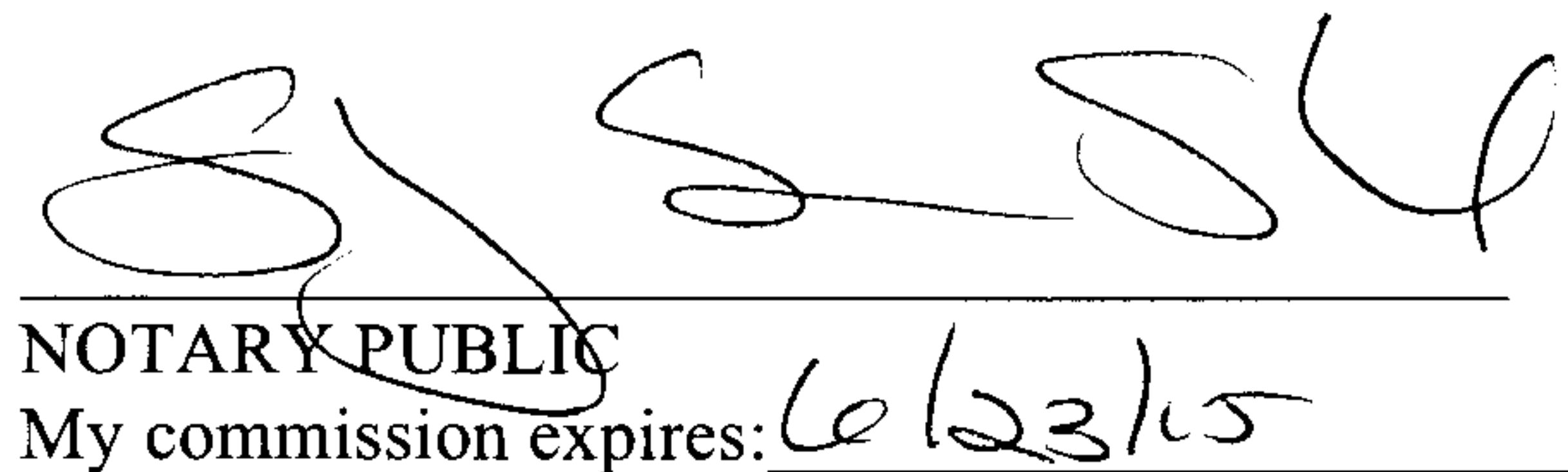
STATE OF ALABAMA

COUNTY OF JEFFERSON

I, Stacey Sessions Shirley, a Notary Public in and for said County in said State, hereby certify that Mark Stephen Drummond, whose name as an Authorized Member of DRUMMOND OFFICE GROUP, LLC, an Alabama limited liability company, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

GIVEN under my hand and notarial seal this 28 day of April, 2015.

[SEAL]


NOTARY PUBLIC
My commission expires: 6/23/15

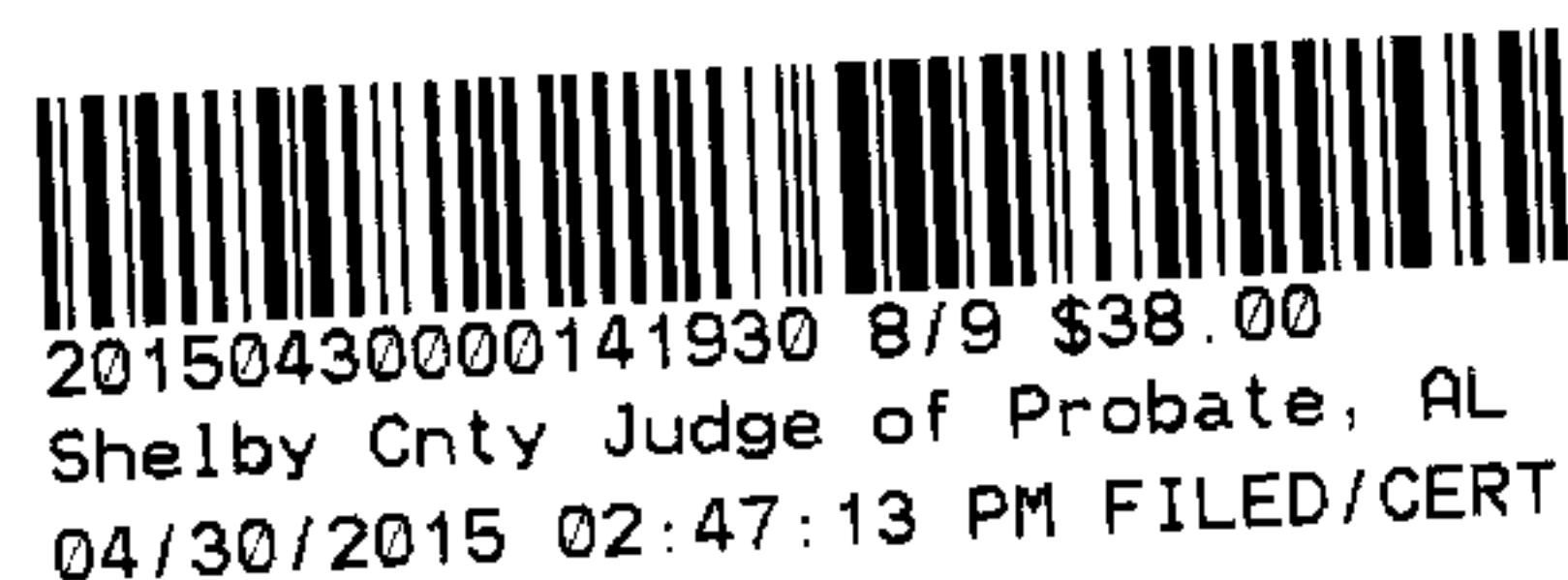


EXHIBIT A

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 Office of the Judge of Probate of 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 Office of the Judge of Probate of Shelby County, Alabama.

