


**NOTE TO PROBATE JUDGE:** This Assignment is being recorded as additional security for the Obligations described in a Mortgage of even date herewith between the Assignor and the Bank, which Mortgage is being filed for record concurrently with the recording of this Assignment.

**STATE OF ALABAMA**

**COUNTY OF SHELBY**

**Prepared By and Return To:**  
**Philip M. Hanaka, Esq.**  
**Buchanan Ingersoll & Rooney PC**  
**401 East Las Olas Blvd., Suite 2250**  
**Fort Lauderdale, Florida 33301**

  
20160405000109480 1/12 \$47.00  
Shelby Cnty Judge of Probate, AL  
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## **Assignment of Rents, Leases and Profits**



**THIS ASSIGNMENT OF RENTS, LEASES AND PROFITS** (this "Assignment") is made and entered into as of this 31<sup>st</sup> day of March, 2016, by **POH-AKF3 RIVERCHASE, LLC**, a Delaware limited liability company (the "Assignor"), with an address at c/o Adler Kawa Real Estate Advisors, LLC, 21500 Biscayne Boulevard, Suite 700, Aventura, Florida 33180, in favor of **PNC BANK, NATIONAL ASSOCIATION** (the "Bank"), with an address at 2255 Glades Road, Suite 140W, Boca Raton, Florida 33431.

**WHEREAS**, the Assignor is indebted to the Bank in an aggregate principal amount of up to **TWENTY MILLION AND 00/100 DOLLARS (\$20,000,000.00)** under the terms of that certain Promissory Note dated as of even date herewith from Assignor in favor of Bank in the original principal amount of \$20,000,000.00 (as the same may be amended, modified, supplemented or replaced from time



to time, the “**Note**”), which Note is incorporated herein by reference and made a part hereof, as well as this Assignment and that certain Open-End Mortgage and Assignment of Rents and Leases dated as of even date herewith from Assignor in favor of Bank (as the same may be amended or modified from time to time, the “**Mortgage**”) (the Note, the Mortgage, the Master Agreement (as defined in the Mortgage) and all of such related agreements, and all other documents evidencing, securing or guaranteeing payment of any obligations to the Bank, as any of the same may be amended, modified, supplemented, replaced or refinanced from time to time, are hereinafter collectively referred to as the “**Loan Documents**”); and

**WHEREAS**, the obligations under the Loan Documents are secured by the Mortgage, against certain premises described in **Exhibit A** attached hereto (the “**Premises**”), and recorded or to be recorded in the real estate records of Shelby County, Alabama, where the Premises are located; and

**WHEREAS**, the Assignor intends to acquire eight office buildings on the Premises and lease office space to third parties; and

**WHEREAS**, the Assignor has agreed to assign its interest under all present and future leases, use agreements, occupancy agreements, licenses or other similar instruments (as the same may be amended, modified, extended or renewed from time to time, the “**Leases**”) of all or a portion of the improvements erected or to be erected on the Premises to the Bank in the manner hereinafter provided as additional security for the payment of the “**Obligations**” (as defined in the Mortgage);

**NOW, THEREFORE**, in consideration of the extension of credit under the Loan Documents and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Assignor hereby assigns, transfers and sets over to the Bank, as security for the payment of the Obligations and the observance and performance of all the terms, covenants and provisions of the Loan Documents, the Mortgage and this Assignment, all of the Assignor’s right, title and interest in and to the Leases, all of the rents, additional rents, charges, issues, profits and other payments for the use or occupancy of the Premises (including rooms and other public facilities in hotels, motels or other lodging properties) payable under the Leases (which are now in existence or which may hereafter be executed during the term hereof) and all cash or other property deposited by tenants to secure performance of their obligations under the Leases (but at all times subject to applicable Alabama law pertaining to the holding of security deposits and advance rent), including, without limitation, the immediate and continuing right to receive and collect all condemnation awards and insurance proceeds, the right to accept or reject any offer made by any tenant pursuant to its Lease to purchase the Premises and any other property subject to the Lease as therein provided and to perform all other necessary or appropriate acts with respect to such Leases as agent and attorney-in-fact for Assignor, which appointment is irrevocable and coupled with an interest, and the right to make all waivers and agreements, to give and receive all notices, consents and releases, to take such action upon the happening of a default under any Lease, including the commencement, conduct and consummation of proceedings at law or in equity as shall be permitted under any provision of any Lease or by any law, and to do any and all other things whatsoever which the Assignor is or may become entitled to do under any such Lease all from the date hereof to the end of the respective terms of the Leases and any renewals and extensions thereof, and in all cases both before and after the commencement by or against the Assignor of any case or proceeding under any Federal or State bankruptcy, insolvency or similar law (collectively, the “**Rents**”). This Assignment is a present absolute and unconditional assignment from the Assignor to the Bank and not merely the granting of a security interest. The Assignor further represents, warrants and covenants to the Bank as follows:

1. **Status of Leases.** No Lease shall reserve or require the prepayment of rent (except for typical advance rent, last month rent and security deposits) for a period of more than one month in advance. Security deposits under the Leases shall be held in accordance with applicable Alabama law.



2. **Performance and Enforcement of Leases.** The Assignor shall, at its sole cost and expense, (i) observe and perform, or cause to be observed and performed, each and every material term, covenant and provision of the Leases on the part of the landlord thereunder to be observed and performed, (ii) promptly send copies of all notices of default which the Assignor shall send or receive under the Leases to the Bank, (iii) enforce, short of termination thereof, the observance and performance of each and every term, covenant and provision of the Leases on the part of the tenants thereunder to be observed and performed, and (iv) appear in and defend any action or proceeding arising under or in any manner connected with the Leases or with the obligations and undertakings of the landlord or the tenants thereunder. If the Assignor shall fail to pay, perform or observe any of its covenants or agreements hereunder or under any of the Leases, the Bank may pay, perform or observe the same and collect the cost thereof from the Assignor.

3. **Restrictions on Actions Under Leases.** The Assignor shall not, without the prior written consent of the Bank, (i) further assign or attempt to assign the Leases or any portion of the Rents due and payable or to become due and payable thereunder, (ii) other than in the ordinary course of Assignor's business, alter, modify, amend or change the terms of any Leases, or surrender, renew, cancel or terminate the same or do anything whatsoever affecting any guaranty of any of the Leases or consent to any of the foregoing, (iii) accept prepayments of any portion of the Rents more than one month in advance of their due date, (iv) enter into any lease, license or other agreement for occupancy after the date hereof for more than 10,000 square feet of the Premises, without the prior written consent of the Bank, (v) enter into any lease license or other agreement for occupancy after the date hereof which contains a provision that deviates by more than ten percent (10%) from the proforma rent roll delivered to Bank on the date hereof; or (vi) discount any future accruing Rents., other than as set forth in any new Lease or any lease renewal which contains a free rent provision by its terms.

4. **Bank Not Obligated Under Leases.** This Assignment shall not be deemed or construed to obligate the Bank to take any action or incur any expense or perform or discharge any obligation, duty or liability under the Leases, and the Assignor hereby agrees to indemnify and hold the Bank harmless from and against all liability, cost, loss or damage, including, but not limited to, reasonable attorneys' fees, which the Bank may or might incur under the Leases (or any of them) or relating to the Premises or under or by reason of this Assignment and from and against the Bank by reason of any alleged obligation or undertaking on the Bank's part to perform or discharge any of the terms, covenants or provisions contained in the Leases, unless and except to the extent any such claim or demand results from the gross negligence or willful misconduct of Bank. Nothing contained in this Assignment and no entry by the Bank upon the Premises as hereinafter provided, shall be construed to constitute the Bank as a mortgagee in possession or render the Bank liable in any way for any injury or damage to person or property sustained by any person or entity in, on, or about the Premises.

5. **Revocable License; Event of Default.** This Assignment has been made as additional security for the payment of the Obligations and the observance and performance by the Assignor of the terms, covenants and provisions of the Loan Documents on the Assignor's part to be observed and performed. Prior to the occurrence of an Event of Default under the Note, the Mortgage or any of the other Loan Documents, the Assignor shall have a license to occupy the Premises as landlord or otherwise and to collect, use and enjoy the rents, issues and profits and other sums payable under and by virtue of any Lease (but only as the same become due under the provisions of such Lease) and to enforce the covenants of the Leases, provided that any amounts collected by the Assignor shall be held by the Assignor in trust for the benefit of the Bank for use in the payment of all sums due on the Obligations.

Upon the occurrence and during the continuance of an Event of Default under the Note, the Mortgage or any of the other Loan Documents, the right and license granted to the Assignor in this



Assignment shall be revoked upon written notice from Bank to Assignor, and the Bank, at its option, shall have the complete right, power and authority (a) without taking possession, to demand, collect and receive and sue for the Rents and other sums payable under the Leases and, after deducting all reasonable costs and expenses of collection (including, without limitation, reasonable attorneys' fees) as determined by the Bank, apply the net proceeds thereof to the payment of any indebtedness secured hereby; (b) to declare all sums secured hereby immediately due and payable, and exercise any or all of the rights and remedies contained in the Note, the Mortgage, the Loan Documents or at law or in equity; and (c) without regard to the adequacy of the security, with or without process of law, personally or by agent or attorney, or by a receiver to be appointed by court, enter upon, take and maintain possession of and hold, maintain, control and operate the Premises, or any part thereof, together with all documents, books, records, papers, and accounts relating thereto and exclude the Assignor and its agents and servants therefrom, as fully and to the same extent as the Assignor could do if in possession and in such event, without limitation and at the expense of the Assignor, from time to time cause to be made all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments and improvements to the Premises or any part thereof, as the Bank deems judicious, and pay taxes, assessments and other charges on the Premises, or any part thereof, and insure and reinsure the same, and lease the Premises, or any part thereof, for such terms and on such terms as the Bank deems desirable, including leases for terms expiring beyond the maturity of the indebtedness secured by the Loan Documents and cancel any Lease or sublease thereof for any cause or on any ground. The Bank may retain and apply the Rents toward payment of the Obligations in such priority and proportions as the Bank, in its sole discretion, shall deem proper.

**6. INSTRUCTIONS TO TENANTS AFTER DEFAULT.** TIME IS OF THE ESSENCE HEREOF. THE ASSIGNOR HEREBY CONSENTS TO AND IRREVOCABLY AUTHORIZES AND DIRECTS THE TENANTS UNDER THE LEASES AND ANY SUCCESSOR TO THE INTEREST OF ANY OF SAID TENANTS, UPON DEMAND AND NOTICE FROM THE BANK OF THE BANK'S RIGHT TO RECEIVE THE RENTS AND OTHER AMOUNTS DUE UNDER SUCH LEASES, TO PAY TO THE BANK THE RENTS AND OTHER AMOUNTS DUE OR TO BECOME DUE UNDER THE LEASES, AND SAID TENANTS SHALL HAVE THE RIGHT TO RELY UPON SUCH DEMAND AND NOTICE FROM THE BANK AND SHALL PAY SUCH RENTS AND OTHER AMOUNTS TO THE BANK WITHOUT ANY OBLIGATION OR RIGHT TO DETERMINE THE ACTUAL EXISTENCE OF ANY DEFAULT OR EVENT CLAIMED BY THE BANK AS THE BASIS FOR THE BANK'S RIGHT TO RECEIVE SUCH RENTS AND OTHER AMOUNTS AND NOTWITHSTANDING ANY NOTICE FROM OR CLAIM OF ASSIGNOR TO THE CONTRARY, AND ASSIGNOR SHALL HAVE NO RIGHT TO CLAIM AGAINST SAID TENANTS FOR ANY SUCH RENTS AND OTHER AMOUNTS SO PAID BY SAID TENANTS TO THE BANK.

**7. Operation of Premises After Default.** Upon the occurrence of and during the continuance of an Event of Default under the Note, the Mortgage or any of the other Loan Documents, the Bank shall have the right, subject to applicable Alabama law and the rights of tenants at the Premises, to, at its option, enter and take over and assume the management, operation and maintenance of the Premises and to perform all necessary and proper acts and to expend such sums out of the income of the Premises as may be necessary in connection therewith, in the same manner and to the same extent as the Assignor might do, including the right to effect new leases, cancel or surrender some or all of the Leases, alter, modify or amend the provisions thereof, or make concessions to the tenants thereunder, and the Assignor hereby releases and waives all claims against the Bank arising out of such management, operation and maintenance. In addition to the above, upon the occurrence and during the continuance of an Event of Default under the Note, the Mortgage or any of the other Loan Documents, the Assignor expressly consents to the appointment of a receiver for the Premises, without notice, either by the Bank or a court of competent jurisdiction, to take all acts in connection with the Premises permitted by law or in equity and to deduct from any and all rents received from the Leases the customary or statutory amount in the county wherein the Premises is located to compensate such receiver for its actions.



8. **Coverage of All Leases.** Any and all other Leases affecting the Premises or any portion thereof presently in effect or hereafter entered into by the Assignor shall be covered by the provisions of this Assignment and all such Leases and all of the Assignor's right, title and interest in all such Leases and Rents are hereby assigned to the Bank until the end of the respective terms thereof, including any renewals or extensions thereof, subject to all of the terms, covenants and provisions of this Assignment. The Assignor shall deliver a true and correct copy of each such Lease to the Bank promptly after the execution and delivery of the same. The Assignor shall, upon the request of the Bank, execute and deliver in recordable form all instruments which the Bank may reasonably request to further evidence and confirm such assignment of each such Lease.

9. **Notices.** All notices, demands, requests, consents, approvals and other communications required or permitted hereunder ("Notices") shall be given pursuant to the terms and conditions set forth in the Loan Agreement.

10. **Preservation of Rights.** No delay or omission on the Bank's part to exercise any right or power arising hereunder will impair any such right or power or be considered a waiver of any such right or power, nor will the Bank's action or inaction impair any such right or power. The Bank's rights and remedies hereunder are cumulative and not exclusive of any other rights or remedies which the Bank may have under other agreements, at law or in equity. Without limiting the foregoing, nothing contained in this Assignment is intended or shall be construed to prevent the Bank in the exercise of its discretion from foreclosing the Mortgage or otherwise enforcing the provisions thereof in accordance with its terms. To the extent permitted by law, the Assignor hereby waives any and all legal requirements that the Bank institute any action or proceeding in law or in equity against any other party, or exhaust its remedies under the Mortgage and the other Loan Documents, or in respect of any other security held by the Bank as a condition precedent to exercising its rights and remedies under this Assignment. The Assignor agrees that the collection of rents and the application thereof as aforesaid or the entry upon and taking of possession of the Premises, or any part thereof, by the Bank shall not cure or waive any default, or waive, modify or affect any notice of default under the Note or the Loan Documents, or invalidate any act done pursuant to such notice, and the enforcement of such right or remedy by the Bank, once exercised, shall continue for so long as the Bank shall elect. If the Bank shall thereafter elect to discontinue the exercise of any such right or remedy, the same or any other right or remedy hereunder may be reasserted at any time and from time to time following any subsequent default.

11. **Illegality.** If any provision contained in this Assignment should be invalid, illegal or unenforceable in any respect, it shall not affect or impair the validity, legality and enforceability of the remaining provisions of this Assignment.

12. **Changes in Writing.** No modification, amendment or waiver of, or consent to any departure by the Assignor from, any provision of this Assignment will be effective unless made in a writing signed by the Bank, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on the Assignor will entitle the Assignor to any other or further notice or demand in the same, similar or other circumstance.

13. **Further Assurances.** Assignor will, at the cost of Assignor, upon the Bank's request, do, execute, acknowledge and deliver to the Bank such further documents, assurances and statements and do or cause to be done all and every such further acts, things, deeds, conveyances and the like as the Bank may deem reasonably necessary or appropriate to effect the transactions contemplated hereby or to confirm the assumption of and agreement to pay, perform and discharge the liabilities and obligations hereby assumed and agreed to be paid, performed or discharged, or intended so to be (but in no event will



Assignor be required to incur, suffer or accept any lesser rights or greater obligations or administrative or operational burden than as currently set forth in the Loan Documents).

14. **Successors and Assigns.** This Assignment will be binding upon and inure to the benefit of the Assignor and the Bank and their respective heirs, executors, administrators, successors and assigns; provided, however, that the Assignor may not assign this Assignment in whole or in part without the Bank's prior written consent and the Bank at any time may assign this Assignment in whole or in part.

15. **Governing Law and Jurisdiction.** This Assignment has been delivered to and accepted by the Bank and will be deemed to be made in the State where the Premises is located. **THIS ASSIGNMENT WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE PREMISES IS LOCATED.** The Assignor hereby irrevocably consents to the exclusive jurisdiction of any state or federal court in the county or judicial district where the Bank's office indicated above is located (and any State where the Premises are located); provided that nothing contained in this Assignment will prevent the Bank from bringing any action, enforcing any award or judgment or exercising any rights against the Assignor individually, against any security or against any property of the Assignor within any other county, state or other foreign or domestic jurisdiction. The Bank and the Assignor agree that the venue provided above is the most convenient forum for both the Bank and the Assignor. The Assignor waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Assignment.

16. **Counterparts.** This Assignment may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Assignment by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

17. **Entire Agreement.** This Assignment (including the documents and instruments referred to herein) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

18. **Interpretation.** In this Assignment, unless the Assignor and Bank otherwise agree in writing, the singular includes the plural and the plural the singular; words importing any gender include the other genders; references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to; the word "or" shall be deemed to include "and/or", the words "including", "includes" and "include" shall be deemed to be followed by the words "without limitation", references to articles, sections (or subdivisions of sections) or exhibits are to those of this Assignment; and references to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent such amendments and other modifications are not prohibited by the terms of this Assignment. Section headings in this Assignment are included for convenience of reference only and shall not constitute a part of this Assignment for any other purpose. If this Assignment is executed by more than one party as Assignor, the obligations of such persons or entities will be joint and several.


19. **WAIVER OF JURY TRIAL.** TO THE EXTENT PERMITTED BY LAW, ASSIGNOR AND THE BANK IRREVOCABLY WAIVE ANY AND ALL RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS ASSIGNMENT, ANY DOCUMENTS EXECUTED IN

**CONNECTION WITH THIS ASSIGNMENT OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. ASSIGNOR AND THE BANK ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.**

**20. Attorneys' Fees.** Notwithstanding anything in this Assignment or any of the other Loan Documents to the contrary, it is understood and agreed that when Assignor is responsible to Bank for Bank's reasonable attorneys' fees, such fees shall be based upon standard hourly rates for hours actually worked by Bank's counsel and not on any statutory presumption.

**The Assignor acknowledges that it has read and understood all the provisions of this Assignment, including the waiver of jury trial, and has been advised by counsel as necessary or appropriate.**

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WITNESS the due execution hereof as a document under seal, as of the date first written above.


**ASSIGNOR:**

Witness/Attest

**POH-AKF3 RIVERCHASE, LLC, a Delaware limited liability company**

By: POH-AKF3 Riverchase CRE Investors, LLC, a Delaware limited liability company, its Sole Member

By: POHBA Riverchase Management, LLC, a Florida limited liability company, its Co-Manager

  
Name: YIZHOU YIN

By:   
David Garfinkle, Authorized Signatory

By: Adler Kawa Real Estate Fund III, LLC, a Delaware limited liability company, its Co-Manager

By: AKREA Fund Manager III, LLC, a Delaware limited liability company, its Managing Member

By: Adler Kawa Real Estate Advisors, LLC, a Florida limited liability company, its Sole Member

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

By: \_\_\_\_\_  
John P. Meyer, Vice President



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Shelby Cnty Judge of Probate, AL  
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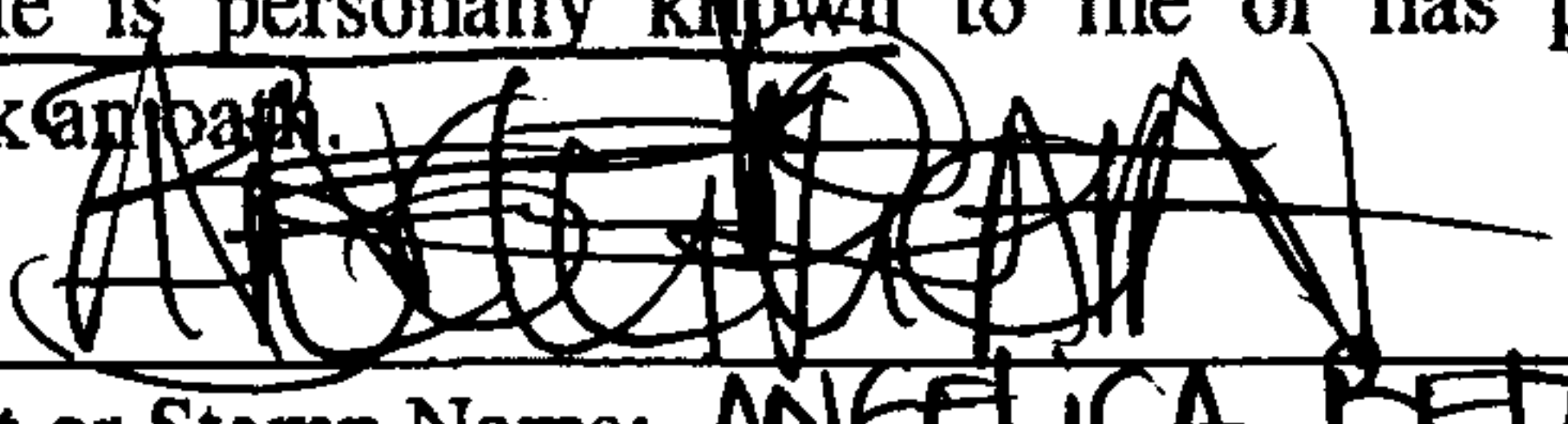
ACKNOWLEDGMENT

STATE OF FLORIDA )  
COUNTY OF BROWARD )SS:  
)

The foregoing instrument was acknowledged before me this 29 day of March, 2016, by David Garfinkle, as Authorized Signatory of POHBA RIVERCHASE MANAGEMENT, LLC, a Florida limited liability company, the Co-Manager of POH-AKF3 RIVERCHASE CRE INVESTORS, LLC, a Delaware limited liability company, the Sole Member of POH-AKF3 RIVERCHASE, LLC, a Delaware limited liability company, on behalf of each company. He is personally known to me or has produced a \_\_\_\_\_ as identification, and took an oath.



Angelica Beltran  
Commission # FF068655  
Expires: Nov. 06, 2017  
www.AARONNOTARY.com

  
Print or Stamp Name: ANGELICA BELTRAN  
Notary Public, State of FLORIDA  
Commission No.: FF068655  
My Commission Expires: NOV 06, 2017

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )SS:  
)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of March, 2016, by John P. Meyer, as Vice President of ADLER KAWA REAL ESTATE ADVISORS, LLC, a Florida limited liability company, the Sole Member AKREA FUND MANAGER III, LLC, a Delaware limited liability company, the Managing Member of ADLER KAWA REAL ESTATE FUND III, LLC, a Delaware limited liability company, the Co-Manager of POH-AKF3 RIVERCHASE CRE INVESTORS, LLC, a Delaware limited liability company, the Sole Member of POH-AKF3 RIVERCHASE, LLC, a Delaware limited liability company, on behalf of each company. He is personally known to me or has produced a \_\_\_\_\_ as identification, and took an oath.

Print or Stamp Name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Commission No.: \_\_\_\_\_



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Shelby Cnty Judge of Probate, AL  
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WITNESS the due execution hereof as a document under seal, as of the date first written above.

**ASSIGNOR:**

Witness/Attest

**POH-AKF3 RIVERCHASE, LLC**, a Delaware limited liability company

By: POH-AKF3 Riverchase CRE Investors, LLC, a Delaware limited liability company, its Sole Member

By: POHBA Riverchase Management, LLC, a Florida limited liability company, its Co-Manager

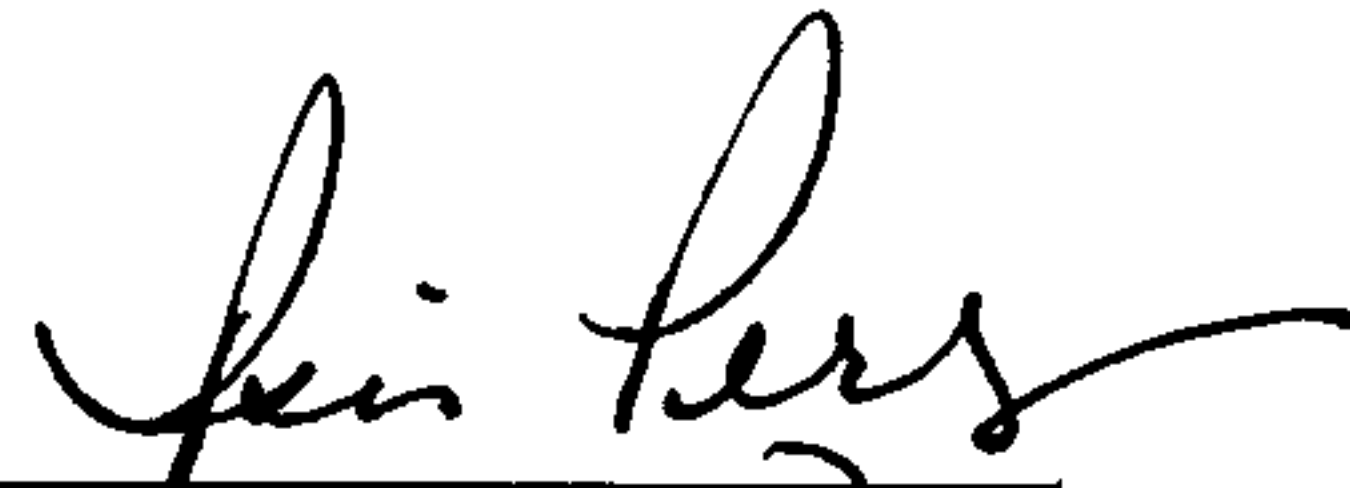
Name: \_\_\_\_\_


By: \_\_\_\_\_  
David Garfinkle, Authorized Signatory


By: Adler Kawa Real Estate Fund III, LLC, a Delaware limited liability company, its Co-Manager

By: AKREA Fund Manager III, LLC, a Delaware limited liability company, its Managing Member

By: Adler Kawa Real Estate Advisors, LLC, a Florida limited liability company, its Sole Member

  
Name: John P. Meyer

By:   
John P. Meyer, Vice President

  
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Shelby Cnty Judge of Probate, AL  
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**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 )SS:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of March, 2016, by David Garfinkle, as Authorized Signatory of POHBA RIVERCHASE MANAGEMENT, LLC, a Florida limited liability company, the Co-Manager of POH-AKF3 RIVERCHASE CRE INVESTORS, LLC, a Delaware limited liability company, the Sole Member of POH-AKF3 RIVERCHASE, LLC, a Delaware limited liability company, on behalf of each company. He is personally known to me or has produced a \_\_\_\_\_ as identification, and took an oath.

Print or Stamp Name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF Florida )  
 )SS:  
COUNTY OF Miami Dade )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of March, 2016, by John P. Meyer, as Vice President of ADLER KAWA REAL ESTATE ADVISORS, LLC, a Florida limited liability company, the Sole Member AKREA FUND MANAGER III, LLC, a Delaware limited liability company, the Managing Member of ADLER KAWA REAL ESTATE FUND III, LLC, a Delaware limited liability company, the Co-Manager of POH-AKF3 RIVERCHASE CRE INVESTORS, LLC, a Delaware limited liability company, the Sole Member of POH-AKF3 RIVERCHASE, LLC, a Delaware limited liability company, on behalf of each company. He is personally known to me or has produced a \_\_\_\_\_ as identification, and took an oath.

Print or Stamp Name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Commission No.: \_\_\_\_\_

*[Signature]*

LORELL TOLEDO  
Notary Public - State of Florida  
My Comm. Expires Jul 23, 2016  
Commission # EE 218615

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Shelby Cnty Judge of Probate, AL  
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## EXHIBIT A

### Legal Description of Property

#### Parcel One:

A parcel of land situated in the Northeast 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 19, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: Commence at the Southeast corner of the Southeast Quarter of the Northeast Quarter of said Section 19, thence run West and along the South boundary of said Southeast Quarter of Northeast Quarter, a distance of 2723.44 feet; thence run Southerly and at right angle to said South boundary a distance of 84.39 feet to the point of beginning, said point of beginning lying on the South right of way of Parkway Office Circle; thence run Easterly and along said right of way (curving to the right and having a radius of 420.00 feet) a chord distance of 152.58 feet to the point of tangency of said curve; thence run Southeasterly along said right of way a distance of 229.05 feet; thence continue Southeasterly and along said right of way (curving to the left and having a radius of 930.00 feet) a chord distance of 310.16 feet to the point of tangency of said curve; thence run Easterly and along said right of way a distance of 218.73 feet; thence run Southeasterly along said right of way (curving to the right and having a radius of 570.00 feet) a chord distance of 198.98 feet to the Northeast corner of this described property; thence with an interior angle of 76 degrees 52 minutes 12 seconds run Southwesterly a distance of 604.89 feet to the North right of way of Riverchase Office Road; thence run Northwesterly and along said right of way (curving to the left and having a radius of 300 feet) a chord distance of 299.99 feet to the point of tangency of said curve; thence run Westerly and along said right of way a distance of 104.38 feet; thence run Northwesterly and along said right of way (curving to the right and having a radius of 370.00 feet) a chord distance of 170.34 feet to the point of tangency of said curve; thence run Northwesterly and along said right of way a distance of 95.64 feet; thence run Westerly and along said right of way (curving to the left and having a radius of 530.00 feet) a chord distance of 471.95 feet to the point of tangency of said curve; thence run Southwesterly and along said right of way a distance of 10.94 feet; thence Northwesterly and along said right of way (curving to the right and having a radius of 25.00 feet) a chord distance of 35.35 feet to the point of tangency of said curve; said point of tangency lying on the East right of way of Riverchase Parkway East; thence run Northwesterly and along said East right of way a distance of 30.19 feet; thence run Northwesterly and along said right of way (curving to the left and having a radius of 661.41 feet) a chord distance of 189.16 feet to a point being the Southwest corner of this described parcel; thence run Northeasterly a distance of 532.82 feet to the point of beginning. Situated in Shelby County, Alabama.

#### Parcel Two:

Lot 1-A, according to the Resurvey of Lot 1 of Riverchase Office Park Phase II, as recorded in Map Book 14, Page 99, being a resurvey of Lot 1 of Riverchase Office Park Phase II, as recorded in Map Book 14, Page 77 in the Probate Office of Shelby County, Alabama.

#### Parcel Three:

Lot 1-B, according to a Resurvey of Lot 1 of Riverchase Office Park Phase II, as recorded in Map Book 14, Page 99, being a resurvey of Lot 1 of Riverchase Office Park Phase II, as recorded in Map Book 14, Page 77 in the Probate Office of Shelby County, Alabama.

TOGETHER WITH the beneficial rights of that certain Declaration of Reciprocal Access, Utilities, Drainage and Parking Easement dated December 3, 1990 and filed for record on December 20, 1990 in Real Book 323, Page 96 of the records in the Probate Office of Shelby County, Alabama.