

**DRAWN BY AND MAIL TO:**

Parker Poe Adams & Bernstein LLP  
Three Wells Fargo Center  
401 S. Tryon Street, Suite 3000  
Charlotte, NC 28204  
Attn: William F. Potts, Jr., Esq.



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THIS SPACE ABOVE FOR RECORDER'S USE

**ASSIGNMENT OF LEASES AND RENTS**

DATED AS OF

AUGUST 16, 2016

FROM

**BRANCH INVERNESS ASSOCIATES, LP,**  
a Delaware limited partnership

TO

**CITIZENS BANK, NATIONAL ASSOCIATION,**  
a national banking association

## ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS ("Assignment"), made this 16th day of August, 2016, by **BRANCH INVERNESS ASSOCIATES, LP**, a Delaware limited partnership ("**Assignor**"), to **CITIZENS BANK, NATIONAL ASSOCIATION**, a national banking association ("**Assignee**"),

WITNESSETH:

FOR VALUE RECEIVED, Assignor hereby grants, transfers and assigns to Assignee all of the right, title and interest of Assignor in and to (i) all leases, licenses or other occupancy agreements now or hereafter entered into whether oral or written which demise any portion of the real estate located in Shelby County, Alabama, described in **Exhibit "A"** attached hereto ("**Premises**"), together with any and all extensions and renewals thereof (all such leases, licenses and other occupancy agreements being hereinafter collectively referred to as the "**Leases**"), together with any guarantees of the tenants' obligations thereunder, and (ii) all rents, revenues, income, payments, issues and profits arising from the Leases or out of the Premises or any part thereof, together with the right to all proceeds payable to Assignor pursuant to any purchase options on the part of the tenants under the Leases, together with all payments derived therefrom including but not limited to claims for the recovery of damages done to the Premises or for the abatement of any nuisance existing thereon, claims for damages resulting from default under said Leases whether resulting from acts of insolvency or acts of bankruptcy or otherwise, and lump sum payments for the cancellation of said Leases or the waiver of any obligation or term thereof prior to the expiration date and the return of any insurance premiums or ad valorem tax payments made in advance and subsequently refunded (hereinafter referred to as the "**Rents**"), all for the purpose of securing the following (hereinafter collectively referred to as the "**Indebtedness**"):

ONE. Payment of the indebtedness evidenced by that certain Promissory Note (as amended, supplemented, renewed or replaced from time to time, the "**Note**") in the principal sum of up to Thirty-Seven Million Five Hundred Thousand and No/100 Dollars (\$37,500,000.00) dated of even date herewith, executed and delivered by Assignor and payable to Assignee, which is secured by a Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (as amended, supplemented, renewed or replaced from time to time, the "**Security Instrument**") of same date from Assignor for the benefit of Assignee encumbering the Premises, filed for record in the Probate Court of Shelby County, Alabama;

TWO. Payment of all other sums with interest thereon becoming due and payable to Assignee pursuant to the terms of this Assignment, the Note, the Security Instrument and that certain Loan Agreement by and between Assignor and Assignee dated of even date herewith (as amended, supplemented, renewed or replaced from time to time, the "**Loan Agreement**"); and

THREE. Performance and discharge in all material respects of each and every obligation, covenant and agreement of Assignor pursuant to the terms of this Assignment, the Loan Agreement, the Note and the Security Instrument.

AND ASSIGNOR FURTHER AGREES, ASSIGNS AND COVENANTS:

1. Leases. Assignor shall comply with, observe and keep in all material respects the covenants and agreements with respect to Leases set forth in Section 7.25 of the Loan Agreement. With



respect to any Lease of the Premises which individually or when aggregated with all other Leases of the Premises with the same tenant or its affiliates demises ten thousand (10,000) or more square feet of the Premises ("Major Lease"), except for renewals, extensions or termination rights granted to tenant in any lease, Assignor agrees that it will not modify, extend, renew, terminate, accept a surrender of or in any way alter the terms of any Major Lease nor waive, excuse, condone or in any manner release or discharge the tenant of or from its obligations, covenants and agreements to be performed under a Major Lease, without the prior written consent of Assignee, which consent shall not be unreasonably withheld, conditioned or delayed. From and after the date hereof, Assignor will not enter into any new Major Leases of all or any portion of the Premises without the prior written consent of Assignee, which consent shall not be unreasonably withheld, conditioned or delayed. In addition, Assignor covenants and agrees that, with respect to all Leases, any action taken with respect to any Lease shall be taken in the ordinary course of Assignor's business in conformance with commercially reasonable, prudent and sound business practice.

2. **Protect Security.** At Assignor's sole cost and expense, to appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Leases or the obligations, duties or liabilities of the lessor thereunder, and to pay all out-of-pocket costs and expenses of Assignee, including reasonable attorneys' fees, in any such action or proceeding in which Assignee in its reasonable discretion may appear.

3. **Representations.** Assignor represents and warrants that: (a) it has good title to the Leases with full right to assign the same and the Rents due thereunder; (b) the Leases are in full force and effect; (c) there are no outstanding assignments or pledges of the Leases or Rents due thereunder; (d) to the knowledge of Assignor, there are no existing defaults continuing beyond applicable notice and cure periods under the provisions of the Leases on the part of any party thereto, in each case, to the extent such default gives the tenant thereunder the right to terminate the Lease or is otherwise reasonably likely to cause a material adverse effect on the Premises; and (e) no Rents have been waived, anticipated, discounted, setoff, compromised, discharged or released except as expressly set forth in the Leases or the most recent rent roll provided to Assignee in connection with the Loan.

4. **Present Assignment.** This Assignment shall constitute a perfected, absolute and present assignment of the Leases and Rents, provided Assignee hereby grants a license to Assignor to collect all of the Rents, but not prior to accrual, and to retain, use and enjoy the same unless and until an Event of Default, as defined in the Loan Agreement, shall occur and be continuing.

5. **Event of Default and Remedies.** The occurrence of an Event of Default, as defined in the Loan Agreement, shall constitute an Event of Default under the terms of this Assignment (hereinafter referred to as the "Event of Default"). The license granted Assignor hereunder to collect the Rents, shall be automatically revoked upon the occurrence and during the continuance of an Event of Default and Assignee may, at its option, without notice, and without regard to waste, adequacy of the security or insolvency of Assignor, either:

a. in person or by agent, with or without taking possession of or entering the Premises, with or without bringing any action or proceeding, give, or require Assignor to give, notice to the tenants under the Leases authorizing and directing the tenants to pay all Rents directly to Assignee; collect all of the Rents; enforce the payment thereof and exercise all of the rights of Assignor under the Leases and all of the rights of Assignee hereunder; enter upon, take possession of, manage and operate the Premises, or any part thereof; cancel, enforce or modify



the Leases, and fix or modify the Rents; and do any acts which Assignee deems proper to protect the security hereof; or

b. apply for appointment of a receiver as a matter of right and without notice in accordance with applicable statutes and law, which receivership Assignor hereby consents to, who shall collect the Rents; manage the Premises so as to prevent waste; execute Leases within or beyond the period of receivership; perform the terms of this Assignment; and apply the Rents as hereinafter provided.

The entering upon and taking possession of such Premises, the appointment of a receiver, the collection of such Rents and the application thereof as aforesaid shall not cure or waive any default or waive, modify or affect notice of default under the Security Instrument or invalidate any act done pursuant to said notice, nor in any way operate to prevent Assignee from pursuing any remedy which now or hereafter it may have under the terms and conditions of the Security Instrument or the Note and Loan Agreement secured thereby or any other instruments securing the same. The rights and powers of Assignee hereunder shall remain in full force and effect both prior to and after any foreclosure of the Security Instrument and any sale pursuant thereto and until expiration of the period of redemption from said sale, regardless of whether a deficiency remains from said sale. The purchaser at any foreclosure sale, including Assignee, shall have the right, at any time and without limitation, to advance money to any receiver appointed hereunder to pay any part or all of the items which the receiver would otherwise be authorized to pay if cash were available from the Premises and the sum so advanced, with interest at the Default Rate, as defined in the Loan Agreement, shall be a part of the sum required to be paid to redeem from any foreclosure sale.

Notwithstanding anything set forth herein to the contrary, if, at any time, the license granted to Assignor hereunder is revoked and terminated as provided in this Section 5 upon the occurrence of an Event of Default and, if subsequent thereto, such Event of Default is cured or waived by Assignee and, if subsequent thereto, there are then no continuing Events of Default, then the license granted to Assignor under this Assignment shall automatically be deemed reinstated and all of the provisions of this Assignment shall apply as if it were the license first granted hereunder. In such event, Assignee will, upon request, and at Assignor's expense, send notices to any tenant to whom it had previously sent a notice a demand described herein and direct such tenant to again make its respective payments to Assignor in accordance with the payment instructions previously existing.

6. **Application of Rents.** Upon the occurrence and during the continuance of an Event of Default, subject to the terms of the Loan Agreement, any Rents shall be applied to the following items in such order as Assignee shall deem proper in its sole discretion: (a) to payment of all fees of any receiver appointed hereunder; (b) to payment of reasonable attorneys' fees and all other costs and expenses actually incurred incident to taking and retaining possession of the Premises; (c) to payment when due of prior or current real estate taxes or special assessments with respect to the Premises or, if the Loan Agreement and/or Security Instrument so requires, to the periodic escrow for payment of the taxes or special assessments then due; (d) to payment when due of premiums for insurance of the type required by the Loan Agreement or, if the Loan Agreement and/or Security Instrument so requires, to the periodic escrow for the payment of premiums then due; (e) to payment of all expenses actually incurred for managing and securing the Premises, including without being limited thereto, the salaries, fees and wages of a managing agent and such other employees or agents as may be reasonably necessary and all expenses



of operating and maintaining the Premises actually incurred; (f) to payment of all costs of any alterations, renovations, repairs or replacements of any improvements on the Premises that are reasonably necessary to operate and maintain the Premises, including the completion of any construction on the Premises; and (g) to payment of all or any portion of the Indebtedness which has become due and payable in such order as Assignee may determine.

7. **No Liability for Assignee.** Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge any obligation, duty or liability under said Leases, nor shall this Assignment operate to place responsibility for the control, care, management or repair of the Premises upon Assignee, nor for the carrying out of any of the terms and conditions of said Leases; nor shall it operate to make Assignee responsible or liable for any physical waste committed on the Premises, or for any dangerous or defective condition of the Premises, or, except to the extent attributable to the gross negligence or willful misconduct of the Assignor or its agents, contractors or employees, for any negligence in the management, upkeep, repair or control of said Premises resulting in loss or injury or death to any tenant, licensee, employee or stranger, nor liable for laches or failure to collect the Rents. Assignee shall be required to account only for such moneys as are actually received by it. All actions taken by Assignee pursuant to this Assignment shall be taken for the purposes of protecting Assignee's security, and Assignor hereby agrees that nothing herein contained and no actions taken by Assignee pursuant to this Assignment, including, but not limited to, Assignee's approval or rejection of any Lease for any portion of the Premises, shall in any way alter or impact the obligation of Assignor to pay the Indebtedness. Notwithstanding anything to the contrary contained herein, nothing in this Section 7 shall limit Assignee's liability for its gross negligence or willful misconduct.

8. **Assignor to Hold Assignee Harmless.** Assignor shall and does hereby agree to indemnify and to hold Assignee harmless of and from any and all liability, actual loss or damage which Assignee may or might incur under the Leases or under or by reason of the interest in the Leases created by this Assignment and of and from any and all claims and demands whatsoever which may be asserted against Assignee 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, except such as may arise out of any gross negligence or willful misconduct by Assignee or its directors, officers, agents and employees or any matters arising or accruing (but not solely discovered) following the earlier of the date (i) Assignee or a receiver takes sole actual and exclusive possession of the Premises or (ii) of a foreclosure, deed-in-lieu of foreclosure or other transfer in connection with (or in lieu of) exercise of Assignee's remedies in respect of the Loan. Should Assignee incur any such liability, or any costs or expenses in the defense of any such claims or demands, the amount thereof, including costs, expenses, and reasonable attorneys' fees, shall be secured hereby and shall be added to the Indebtedness and Assignor shall reimburse Assignee therefor within ten (10) days of written demand, and the continuing failure of Assignor so to do shall constitute an Event of Default hereunder and an Event of Default under the Loan Agreement.

9. **Security Deposits.** Upon and during the continuance of an Event of Default, to the extent permitted by applicable law, Assignor agrees on demand to transfer to Assignee any security deposits held by Assignor under the terms of the Leases. Assignor agrees that such security deposits may be held by Assignee without any allowance of interest thereon, except statutory interest accruing to the benefit of the tenants, and shall become the absolute property of Assignee upon and during the continuance of an Event of Default to be applied in accordance with the provisions of the Leases and applicable law. Until Assignee makes such written demand and the deposits are paid over to Assignee, Assignee assumes no responsibility to the tenants for any such security deposits.



10. **Authorization to Tenants.** The tenants under the Leases are hereby irrevocably authorized and directed to recognize the claims of Assignee or any receiver appointed hereunder without investigating the reason for any action taken by Assignee or such receiver, or the validity or the amount of indebtedness owing to Assignee, or the existence of any Event of Default under the Note, the Loan Agreement, or under or by reason of this Assignment, or the application to be made by Assignee or receiver. Assignor hereby irrevocably directs and authorizes the tenants to pay to Assignee or such receiver all sums due under the Leases and consents and directs that said sums shall be paid to Assignee or any such receiver in accordance with the terms of its receivership without the necessity for a judicial determination that a default has occurred hereunder or under the Loan Agreement or that Assignee is entitled to exercise its rights hereunder, and to the extent such sums are paid to Assignee or such receiver, Assignor agrees that the tenants shall have no further liability to Assignor for the same. The sole signature of Assignee or such receiver shall be sufficient for the exercise of any rights under this Assignment and the sole receipt of Assignee or such receiver for any sums received shall be a full discharge and release therefor to any such tenants or occupants of the Premises. Checks for all or any part of the Rents collected under this Assignment shall upon notice from Assignee or such receiver be drawn to the exclusive order of Assignee or such receiver.

11. **Satisfaction.** Upon the payment in full of all Indebtedness, this Assignment shall without the need for any further satisfaction or release become null and void and be of no further effect; provided, that upon the request of Assignor, Assignee shall promptly execute a written release in recordable form and deliver such release to Assignor, at Assignor's sole cost and expense.

12. **Assignee Creditor of the Tenants Upon Bankruptcy.** Upon or at any time during the continuance of an Event of Default, Assignor agrees that Assignee, and not Assignor, shall be and be deemed to be the creditor of the tenants in respect of assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution, or receivership proceedings affecting such tenants (without obligation on the part of Assignee, however, to file or make timely filings of claims in such proceedings or otherwise to pursue creditors' rights therein, and reserving the right to Assignor to make such filing in such event) including without limitation, the right to file and prosecute, to the exclusion of Assignor, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of the tenant under a Lease under the U.S. Bankruptcy Code. Subject to the terms of the Loan Agreement, Assignee shall apply any money received by Assignee as such creditor to the following items in such order as Assignee shall deem proper in its sole discretion: (i) to pay all costs and expenses of Assignee, including reasonable attorneys' fees, actually incurred by Assignee in any such proceeding, and (ii) to the items set forth in Section 6(c) through (g) above.

13. **Assignor Bankruptcy.** If there shall be filed by or against Assignor a petition under the U.S. Bankruptcy Code, and Assignor, as lessor under any Lease, shall determine to reject such Lease pursuant to Section 365(a) of the U.S. Bankruptcy Code, then Assignor shall give Assignee not less than ten (10) days' prior notice of the date on which Assignor shall apply to the bankruptcy court for authority to reject the Lease. Assignee shall have the right, in accordance with applicable Law, but not the obligation, to serve upon Assignor within such ten-day period a notice stating that (i) Assignee demands that Assignor assume and assign the Lease to Assignee pursuant to Section 365 of the U.S. Bankruptcy Code and (ii) Assignee covenants to cure or provide adequate assurance of future performance under the Lease. If Assignee serves upon Assignor the notice described in the preceding sentence, Assignor shall not seek to reject the Lease and, to the extent permitted by applicable law, shall comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after the notice shall have been



given, subject to the performance by Assignee of the covenant provided for in clause (ii) of the preceding sentence.

14. **Assignee Attorney-In-Fact.** Upon the occurrence and during the continuance of an Event of Default, Assignor hereby irrevocably appoints Assignee and its successors and assigns as its agent and attorney-in-fact, which appointment is coupled with an interest, to exercise any rights or remedies hereunder and to execute and deliver during the term of this Assignment such instruments as Assignee may deem necessary to make this Assignment effective.

15. **Subsequent Leases.** Until the Indebtedness shall have been paid in full, Assignor will deliver to Assignee upon request executed copies of any and all other and future Leases upon all or any part of the said Premises and Assignor agrees to make, execute and deliver unto Assignee upon demand and at any time or times, any and all assignments and other instruments sufficient to assign the Leases and the Rents thereunder to Assignee or that Assignee may deem to be advisable for carrying out the true purposes and intent of this Assignment. From time to time on request of Assignee Assignor agrees to furnish Assignee with a rent roll of the Premises disclosing current tenancies, rents payable, and such other matters as Assignee may reasonably request in accordance with Section 7.5(a) of the Loan Agreement.

16. **General Assignment of Leases and Rents.** The rights contained in this Assignment are in addition to and shall be cumulative with the rights given and created in Section 21 of the Security Instrument, assigning generally all leases, rents and profits of the Premises and shall in no way limit the rights created thereunder. The granting of this Assignment is a condition precedent to Assignee's making of the Loan secured hereby. To the extent that the terms of the Security Instrument are inconsistent with the terms of this Assignment, the terms of this Assignment shall control.

17. **No Mortgagee in Possession.** Nothing herein contained and no actions taken pursuant to this Assignment shall be construed as constituting Assignee a "Mortgagee in Possession."

18. **Continuing Rights.** Subject to Section 11 above, the rights and powers of Assignee or any receiver hereunder shall continue and remain in full force and effect until all Indebtedness, including any deficiency remaining from a foreclosure sale, are paid in full, and shall continue after commencement of a foreclosure action and, if Assignee be the purchaser at the foreclosure sale, after foreclosure sale and until expiration of the equity of redemption.

19. **Time of the Essence.** Time is of the essence with regard to the performance of the obligations of Assignor in this Assignment and each and every term, covenant and condition herein by or applicable to Assignor.

20. **Governing Law.** This Assignment shall be construed and enforced in accordance with the laws of the State of Alabama, except to the extent pre-empted by Federal laws without reference to the choice of law or conflicts of law principles of that State.

21. **Jurisdiction.** The parties hereto irrevocably (a) agree that any suit, action or other legal proceeding arising out of or relating to this Assignment may be brought in a court of record in the county of the state in which the Premises are located or in the courts of the United States of America located in such county, (b) consent to the non-exclusive jurisdiction of each such court in any suit, action or proceeding, and (c) waive any objection which it may have to the laying of venue of any such suit, action



or proceeding in any of such courts and any claim that any such suit, action or proceeding has been brought in an inconvenient forum. Nothing contained herein shall prevent Assignee from bringing any action or exercising any rights against any security given to Assignee by Assignor, or against Assignor personally, or against any property of Assignor, within any other state. Commencement of any such action or proceeding in any other state shall not constitute a waiver of the agreement as to the laws of the state or commonwealth which shall govern the rights and obligations of Assignor and Assignee hereunder.

22. **Captions.** The captions to the sections of this Assignment are for convenience only and shall not be deemed part of the text of the respective sections and shall not vary, by implication or otherwise, any of the provisions of this Assignment.

23. **Notices.** Any notice which any party hereto may desire or may be required to give to any other party shall be given in the manner prescribed in the Loan Agreement.

24. **Severability.** The parties hereto intend and believe that each provision of this Assignment comports with all applicable local, state and federal laws and judicial decisions. However, if any provision or any portion of any provision contained in this Assignment is held by a court of law to be invalid, illegal, unlawful, void or unenforceable as written in any respect, then it is the intent of all parties hereto that such portion or provision shall be given force to the fullest possible extent that it is legal, valid and enforceable, that the remainder of this Assignment shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion or provision was not contained therein, and the rights, obligations and interests of Assignor and Assignee under the remainder of this Assignment shall continue in full force and effect.

25. **Successors and Assigns.** This Assignment and each and every covenant, agreement and other provision hereof shall be binding upon Assignor and its successors and assigns, including, without limitation each and every person or entity that may, from time to time, be record owner of the Premises or any other person having an interest therein, shall run with the land and shall inure to the benefit of Assignee and its successors and assigns. As used herein the words "successors and assigns" shall also be deemed to include the heirs, representatives, administrators and executors of any natural person who is a party to this Assignment. Nothing in this section shall be construed to constitute consent by Assignee to assignment of this Assignment by Assignor.

26. **No Oral Modification.** This Assignment may not be modified or discharged orally, but only by an agreement in writing signed by Assignor and Assignee.

27. **Costs of Enforcement.** Assignor agrees to pay the costs and expenses, including but not limited to reasonable attorneys' fees and legal expenses actually incurred by Assignee in the exercise of any right or remedy available to it under this Assignment, whether or not an action is actually commenced and the right to such attorneys' fees and all costs and expenses shall be deemed to have accrued on the date such attorneys are retained, shall include fees and costs in connection with litigation, arbitration, mediation, bankruptcy and/or administrative proceedings, and shall be enforceable whether or not such action is prosecuted to judgment and shall include all appeals. Attorneys' fees and expenses shall for purposes of this Assignment include all paralegal, electronic research, legal specialists and all other costs in connection with that performance of Assignee's attorneys. If Assignee is made a party defendant of any litigation concerning this Assignment or the Premises or any part thereof or therein, or the construction, maintenance, operation or the occupancy or use thereof by Assignor, then Assignor shall



indemnify, defend and hold Assignee harmless from and against all liability by reason of said litigation, including reasonable attorneys' fees and all costs and expenses actually incurred by Assignee in any such litigation or other proceedings, whether or not any such litigation or other proceedings is prosecuted to judgment or other determination, except as may arise out of any gross negligence or willful misconduct by Assignee or its respective directors, officers, agents and employees.

28. **Waiver of Jury Trial.** TO THE EXTENT ENFORCEABLE UNDER APPLICABLE LAW, ASSIGNEE BY ITS ACCEPTANCE HEREOF AND ASSIGNOR HEREBY VOLUNTARILY, KNOWINGLY AND INTENTIONALLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING UNDER THIS ASSIGNMENT OR CONCERNING THE INDEBTEDNESS AND/OR ANY COLLATERAL SECURING SUCH INDEBTEDNESS, REGARDLESS OF WHETHER SUCH ACTION OR PROCEEDING CONCERNS ANY CONTRACTUAL OR TORTIOUS OR OTHER CLAIM. ASSIGNOR ACKNOWLEDGES THAT THIS WAIVER OF JURY TRIAL IS A MATERIAL INDUCEMENT TO ASSIGNEE IN EXTENDING CREDIT TO ASSIGNOR, THAT ASSIGNEE WOULD NOT HAVE EXTENDED SUCH CREDIT WITHOUT THIS JURY TRIAL WAIVER, AND THAT ASSIGNOR HAS BEEN REPRESENTED BY AN ATTORNEY OR HAS HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY IN CONNECTION WITH THIS JURY TRIAL WAIVER AND UNDERSTANDS THE LEGAL EFFECT OF THIS WAIVER.

[SIGNATURES ON NEXT PAGE]



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IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first above written, intending to create an instrument executed under seal.


**BRANCH INVERNESS ASSOCIATES, LP,**  
a Delaware limited partnership


By: **BRANCH RETAIL GP, LLC,**  
a Georgia limited liability company  
its General Partner

By: **BRANCH RETAIL PARTNERS, LP,**  
a Delaware limited partnership  
its Sole Member

By: **BRANCH RETAIL MANAGEMENT, LLC,**  
a Georgia limited liability company  
its General Partner

By: **BRANCH ADMINISTRATIVE  
MANAGER, LLC,**  
a Georgia limited liability company  
its Manager

By:  (SEAL)  
Name: Richard H. Lee  
Title: Authorized Member

  
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STATE OF Georgia  
Fulton COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Richard H. Lee, whose name as Authorized Member of Branch Administrative Manager, LLC, a Georgia limited liability company, which is the Manager of Branch Retail Management, LLC, a Georgia limited liability company, which is the General Partner of Branch Retail Partners, LP, a Delaware limited partnership, which is the Sole Member of Branch Retail GP, LLC, a Georgia limited liability company, which is the General Partner of **BRANCH INVERNESS ASSOCIATES, LP**, a Delaware limited partnership, 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 said instrument, he/she, in his/her capacity as such Authorized Member and with full authority, executed the same voluntarily for and as the act of limited partnership on the day the same bears date.

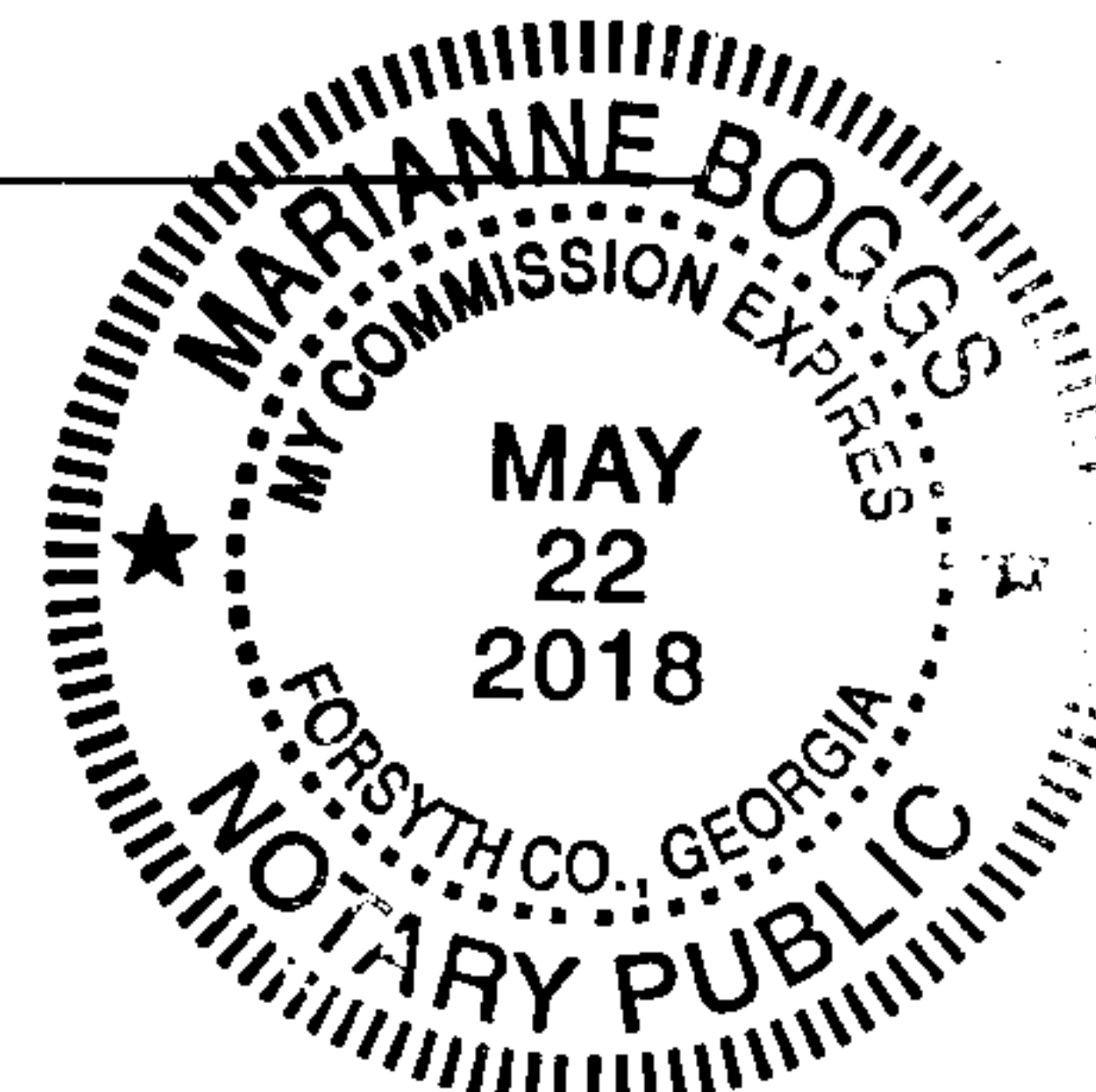
Given under my hand this the 15<sup>th</sup> day of August, 2016.

Marianne Boggs  
Official Signature of Notary

(Official Seal)

MARIANNE BOGGS  
Notary's printed or typed name, Notary Public

My commission expires: \_\_\_\_\_



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**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**TRACT 1 – INVERNESS PLAZA**

Parcel 1 (Fee):

Lot 1, according to Survey of Inverness Plaza Subdivision, as recorded in Map Book 44, page 112, in the Probate Office of Shelby County, Alabama.

Parcel 2:

Together with the Operation and Reciprocal Easement Agreement by and among INV Plaza LLC, INV Corners LLC, INV Nessie LLC and Branch Inverness Associates, LP, dated August 17, 2016 and recorded in the Probate Office of Shelby County in Instrument # 20160817000294330.

**TRACT II – INVERNESS CORNERS**

Parcel 1 (Fee):

Lots 1, 2, 3, 4, according to Survey of Inverness Corners Subdivision, as recorded in Map Book 44, page 113, in the Probate Office of Shelby County, Alabama.

Lot D-2-A, according to the Survey of Inverness Corners Outparcel E, as recorded in Map Book 26, page 84, in the Probate Office of Shelby County, Alabama.

Parcel 2 (Easement):


Non-exclusive access easements as described in that certain Reciprocal Easement Agreement by and between Metropolitan Life Insurance Company and Investment Associates, LLC, dated November 25, 2003, and recorded in Instrument No. 20031205000788530.

Parcel 3 (Easement):

Non-exclusive easements for access, ingress, egress, and utilities as described in that certain Reciprocal Easement Agreement by and between Metropolitan Life Insurance Company and Pier Group, Inc., dated April 30, 1996, and recorded in Instrument #1996-14793.

Parcel 4 (Easement):

Non-exclusive access and utility easements as described in that certain Reciprocal Easement Agreement by and between Metropolitan Life Insurance Company and Mountainview, LLC, dated October 14, 2005, and recorded in Instrument #2005101900054400.

  
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