  
20170130000035400 1/5 \$27.00  
Shelby Cnty Judge of Probate, AL  
01/30/2017 12:25:46 PM FILED/CERT

**This Instrument Prepared By, Recording  
Requested by, and When Recorded Mail to:**

Jones Day  
1420 Peachtree St., NE, Suite 800  
Atlanta, Georgia 30309  
Attention: Richard Rosenblatt, Esq.

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[Space Above for Recorder's Use]

**ASSIGNMENT OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY  
AGREEMENT AND FIXTURE FILING**


This Assignment of Mortgage Assignment of Leases and Rents, Security Agreement and Fixture Filing (this "Assignment") is dated as of January 27, 2017, by Wells Fargo Bank, National Association (the "Assignor"), in favor of Wells Fargo Bank, National Association ("Assignee"), in its capacity as administrative agent for the lenders (each, a "Lender," and collectively, "Lenders") from time to time party to that certain Amended and Restated Loan Agreement dated of even date herewith by and among GCP-Holdings, LLC, a Delaware limited liability company ("Borrower"), Assignee, in its capacity as administrative agent for the Lenders, and Lenders.

Assignor hereby assigns, transfers, and sets over to Assignee, its successors and assigns, WITHOUT RECOURSE, REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, all of Assignor's right, title and interest in and to the following document(s):

- a) Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of October 9, 2013 executed by GCP-Calera Box, LLC (the "**Owner**"), in favor of Assignor, and recorded in the real property records of Shelby County, Alabama (the "**Official Records**") as Instrument No. 20131010000407080 (as amended, and as the same may have been further amended, restated, assigned, supplemented, replaced or modified, the "**Security Instrument**"), which Security Instrument encumbers the real property more particularly described on Exhibit A attached hereto.
1. **Successors and Assigns.** This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

2. **Headings.** The headings of the paragraphs of this Assignment have been included only for convenience, and shall not be deemed in any manner to modify or limit any of the provisions of this Assignment or be used in any manner in the interpretation of this Assignment.
3. **Interpretation.** Whenever the context so requires in this Assignment, all words used in the singular shall be construed to have been used in the plural (and vice versa), each gender shall be construed to include any other genders, and the word "person" shall be construed to include a natural person, a corporation, a firm, a liability company, a joint venture, a trust, an estate or any other entity.
4. **Partial Invalidity.** Each provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Assignment or the application of such provision to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Assignment, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability.

[Signatures of Following Page]



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IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Assignment of Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing as of the date first set forth above.

**ASSIGNOR:**

**WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association

By: *Brent L. Farnham*  
Name: Brent L. Farnham  
Title: Senior Vice President

STATE OF Georgia)  
COUNTY OF Cobb)

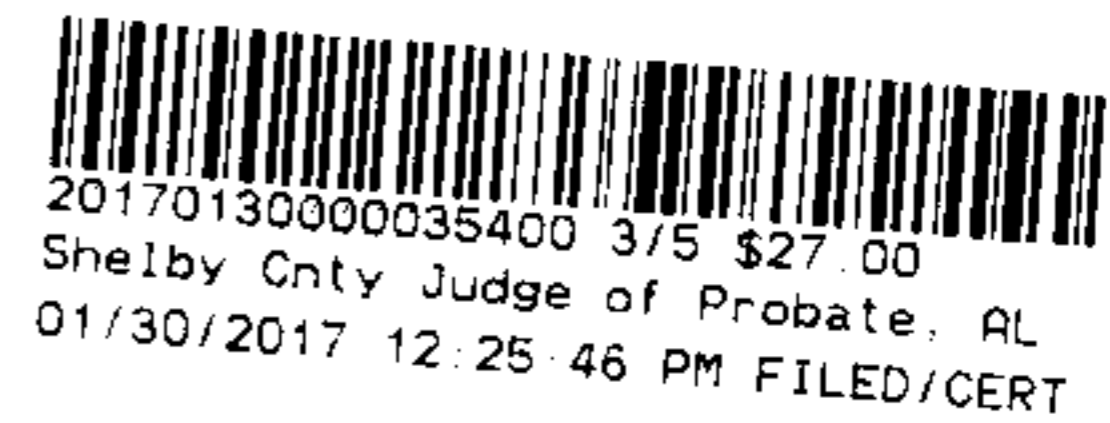
I, Morena Canty, a Notary Public in and for said County in said State, hereby certify that Brent L. Farnham, whose name as Senior Vice President of WELLS FARGO BANK, NATIONAL ASSOCIATION, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he/she, as Authorized Agent and with fully authority, executed the same voluntarily for and as the act of said national banking association.

Given under my hand and seal, this 25<sup>th</sup> day of January, 2017.

*Morena Canty*  
NOTARY PUBLIC

[SEAL]

My Commission Expires: 10/21/2019



**ASSIGNEE**

**WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, as Administrative Agent

By: *Brent L. Farnham*  
Name: Brent L. Farnham  
Title: Senior Vice President

STATE OF Georgia)  
COUNTY OF Cobb)

I, Morena Canty a Notary Public in and for said County in said State, hereby certify that Brent L. Farnham, whose name as Senior Vice President of WELLS FARGO BANK, NATIONAL ASSOCIATION, 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 such instrument, he/she, as Authorized Agent and with fully authority, executed the same voluntarily for and as the act of said national banking association.

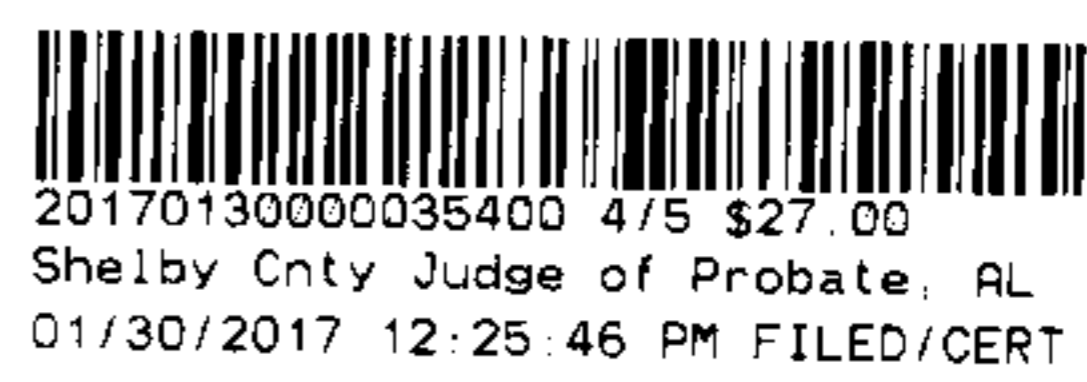
Given under my hand and seal, this 25<sup>th</sup> day of January, 2017.

*[Signature]*  
NOTARY PUBLIC

[SEAL]




My Commission Expires: 10/21/2019



**EXHIBIT A**

**Legal Description**

Lot 1, according to the Resurvey of Lots 3-6, Calera North Industrial Park, as recorded in Map Book 26, Page 18 in the Probate Office of Shelby County, Alabama, as corrected by the certain Scrivener's Affidavit by Barton F. Carr recorded as Instrument 20131104000435290 in the Probate Office of Shelby County, Alabama.

  
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