

**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.


20170130000035430 1/5 \$27.00
Shelby Cnty Judge of Probate, AL
01/30/2017 12:25:49 PM FILED/CERT

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

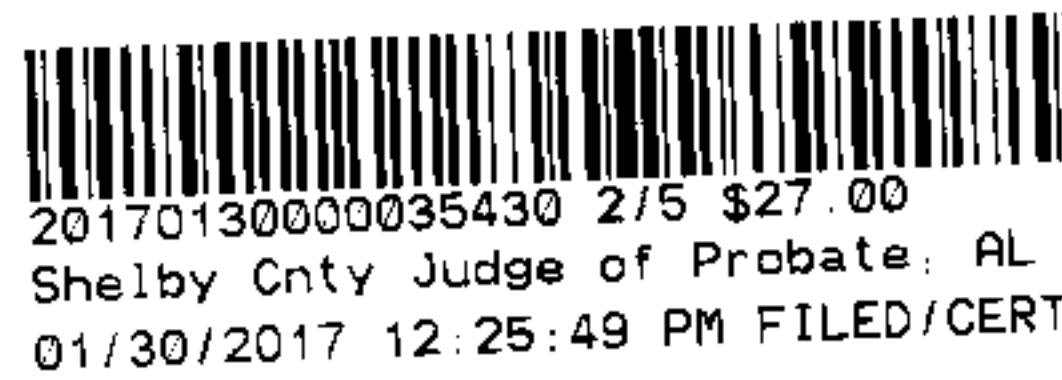
This Assignment of Mortgage Assignment of Leases and Rents, Security Agreement and Fixture Filing (this "Assignment") is dated as of January 27, 2017, by Wells Fargo Bank, National Association (the "Assignor"), in favor of Wells Fargo Bank, National Association ("Assignee"), in its capacity as administrative 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-SCP One and Three, LLC (the "**Owner**"), in favor of Assignor, and recorded in the real property records of Shelby County, Alabama (the "**Official Records**") as Instrument No. 20131010000407110 (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]



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: [Signature]
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 05th day of January, 2017.

[Signature]
NOTARY PUBLIC

[SEAL]

My Commission Expires: 10/21/2019



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[Signature Page – Assignment of Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (Alabama) (SCP One and Three)]

ASSIGNEE

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

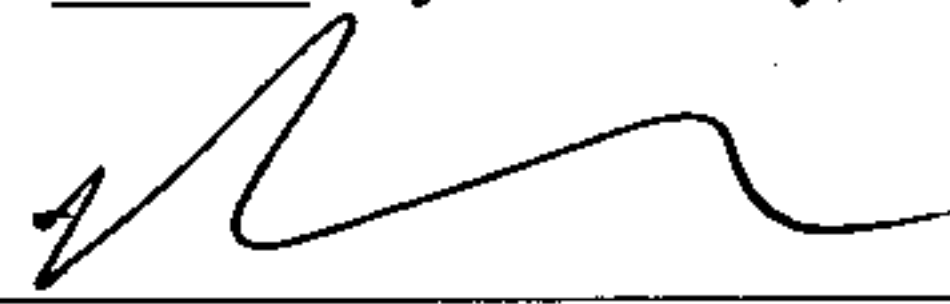
By: 
Name: Brent L. Farnham
Title: Senior Vice President

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 25th day of January, 2017.


NOTARY PUBLIC

[SEAL]

My Commission Expires: 10/21/2019

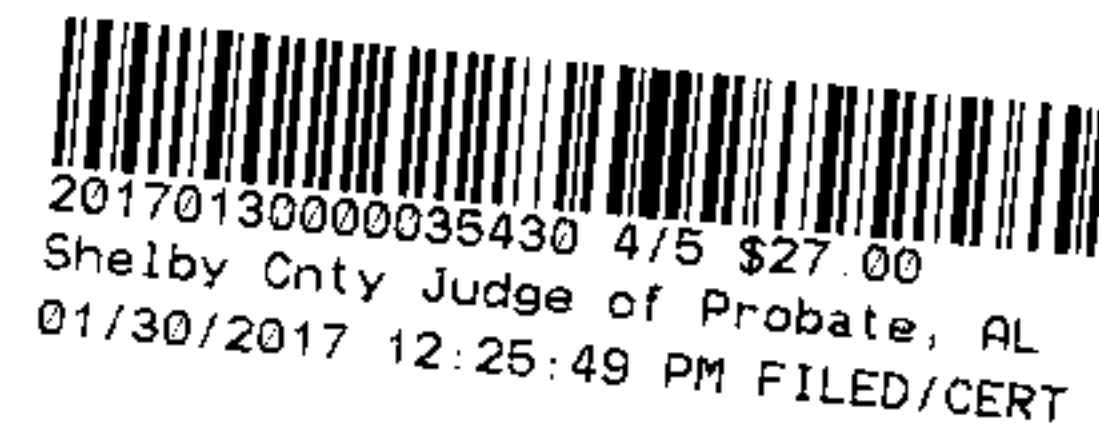
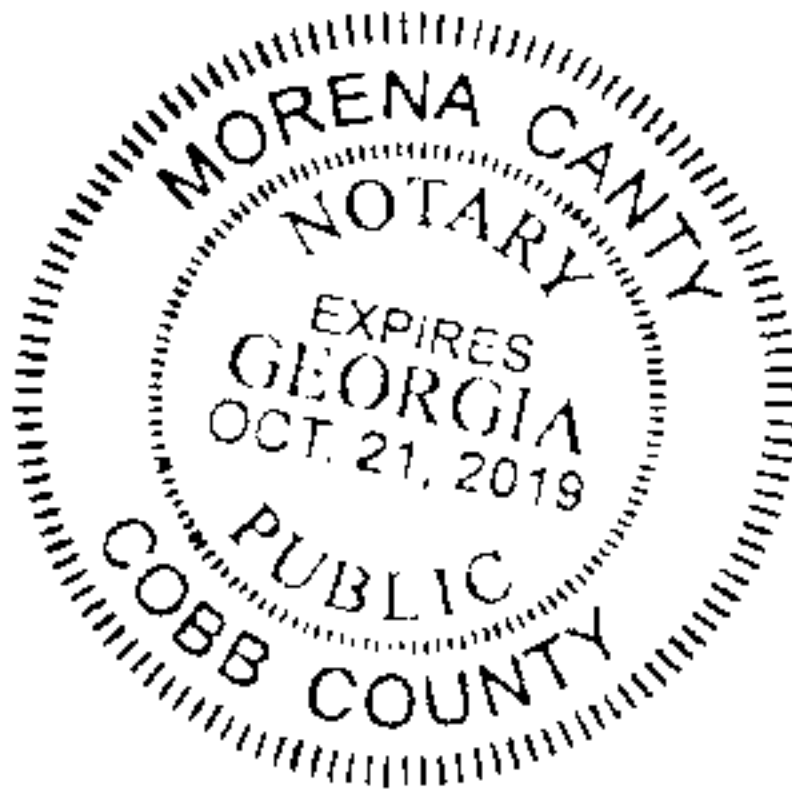


EXHIBIT A

Legal Description

Lot 2A, of Graham's Resurvey of Lot 2, Shelby Commerce Park, as recorded in Map Book 35, Page 18, in the Office of the Judge of Probate of Shelby County, Alabama.

TOGETHER with easement rights under that certain Declaration of Easements executed by Shelby Commerce Park, L.L.C., dated November 8, 2005, recorded on November 14, 2005 as Instrument No. 20051114000593080, and as amended by that certain Amendment to Declaration of Easements, dated July 17, 2015, recorded July 20, 2015, as Instrument No. 20150720000244760.


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