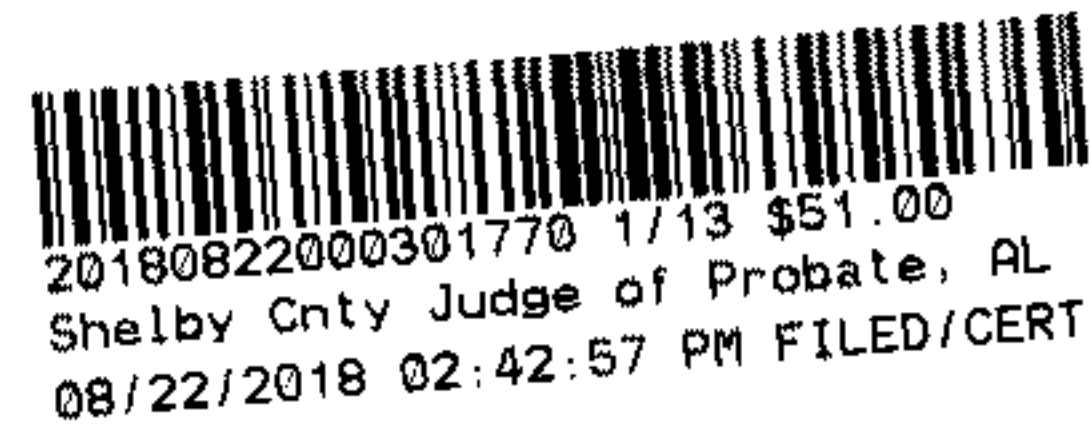


Recording Requested By and  
When Recorded Mail To:  
Robert D. McLean, Esquire  
Rocke, McLean & Sbar, P.A.  
2309 S. MacDill Avenue  
Tampa, Florida 33629

Loan No. 901001562



### ASSIGNMENT OF RENTS AND LEASES

STATE OF ALABAMA                    )  
  ) SS.  
COUNTY OF SHELBY                )

20<sup>th</sup> THIS ASSIGNMENT OF RENTS AND LEASES (this "**Assignment**"), is made this day of August, 2018, by SWNC-CHELSEA CROSSINGS, LLC, an Alabama limited liability company ("**Assignor**"), as assignor, whose address is 1616 2<sup>nd</sup> Avenue South, Suite 100, Birmingham, Alabama 35233, to GENWORTH LIFE INSURANCE COMPANY, a Delaware corporation ("**Lender**"), as assignee, whose address is c/o Servicing Department, 10851 Mastin Street, Suite 300, Overland Park, Kansas 66210.

### RECITALS

A. Lender is making a loan (the "**Loan**") to Assignor, SWNC-ALTADENA SQUARE, LLC, an Alabama limited liability company ("**Altadena**"), SWNC-GARDENDALE PLAZA, LLC, an Alabama limited liability company ("**Gardendale**"), and SWNC-JOHNS CREEK, LLC, an Alabama limited liability company ("**Johns Creek**" and, collectively with Assignor, Altadena and Gardendale, "**Borrower**") in the amount of Twelve Million Six Hundred Forty-Five Thousand and 00/100 Dollars (\$12,645,000.00).

B. To evidence the Loan, Borrower is executing and delivering to Lender a Promissory Note in the amount of the Loan (herein the "**Note**").

C. To secure the full and absolute payment and performance of the Secured Obligations (defined below), Assignor is executing and delivering to Lender a Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement (herein the "**Mortgage**") with respect to that certain real property located in Shelby County, Alabama, more fully described in **Exhibit A** attached hereto (the "**Property**").

D. The Note, the Mortgage, this Assignment and all related guaranties, assignments, instruments and documents evidencing or securing the Loan or otherwise executed in connection therewith (except the Environmental Indemnity), together with all amendments, modifications, extensions, renewals and replacements thereof, are collectively referred to herein as the "**Loan Documents**." Without limiting the foregoing, as used herein, the term "Loan Documents"



includes the Altadena Security Instruments, the Gardendale Security Instruments and the Johns Creek Security Instruments defined in Section 9 below.

E. As further security for the Secured Obligations, Assignor is executing and delivering to Lender this Assignment.

NOW THEREFORE FOR VALUE RECEIVED, Assignor hereby grants, transfers and assigns to Lender as additional security for the Loan the following:

i) all leases, subleases, tenancies and all other agreements for the leasing, use or occupancy of the Property, whether written or oral, now, heretofore or hereafter entered into, and all renewals and extensions thereof ("**Lease**" or "**Leases**" as the case may be);

ii) the immediate and continuing right to receive and collect the rents, income, profits and issues arising out of, payable from or collected from the Property including all monies owed Assignor as landlord under a Lease for services, materials, leasehold improvements or otherwise furnished or installed pursuant to any Lease (collectively the "**Rental Income**");

iii) all guarantees of the obligations of any tenant under a Lease ("**Guarantees**");

iv) all payments derived from the Property, including but not limited to claims for the recovery of damages done to the Property or for the abatement of any nuisance existing thereon, claims for damages resulting from default under the 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 ("**Payments**");

v) all rights and remedies Assignor may have against a tenant under a Lease ("**Remedies**");

vi) all proceeds payable by reason of the exercise by a tenant of any option to purchase the Property or any first refusal rights of a tenant contained in a Lease and all fees or other consideration received by Assignor in connection with the termination or modification of any Lease ("**Proceeds**");

vii) all rights in and to any proceeds of insurance payable to Assignor and damages or awards resulting from an authority exercising the rights of eminent domain with respect to the Property ("**Awards**");

viii) any award or damages payable to Assignor pursuant to any bankruptcy, insolvency or reorganization proceeding affecting any tenant ("**Bankruptcy Payments**");

ix) any payments made to Assignor in lieu of rent ("**Payments in Lieu**"); and

x) all cash, letters of credit and other forms of security deposits paid or delivered by any tenant under a Lease ("**Security Deposits**").



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The Rental Income, Guarantees, Payments, Remedies, Proceeds, Awards, Bankruptcy Payments, Payments in Lieu and Security Deposits are referred to herein collectively as “**Rents.**”

This Assignment is given for the purpose of securing the following (herein collectively referred to as the “**Secured Obligations**”):

ONE. Payment of the indebtedness evidenced by and performance of the terms and conditions of the Note, and all modifications, extensions, renewals and replacements thereof;

TWO. Payment of all other sums with interest thereon becoming due and payable to Lender herein and in the Note, Mortgage and other Loan Documents;

THREE. Performance and discharge of each and every obligation, covenant and agreement of Assignor, Altadena, Gardendale and/or Johns Creek under the Loan Documents; and

FOUR. Payment of the principal and interest on all other future loans or advances made by Lender to Assignor, Altadena, Gardendale and/or Johns Creek when the promissory note evidencing the loan or advance specifically states that it is secured by this Assignment, including all modifications, extensions, renewals, and replacements of any such future loan or advance.

AND ASSIGNOR FURTHER REPRESENTS, WARRANTS, COVENANTS AND AGREES:

## 1. PERFORMANCE OF LEASES

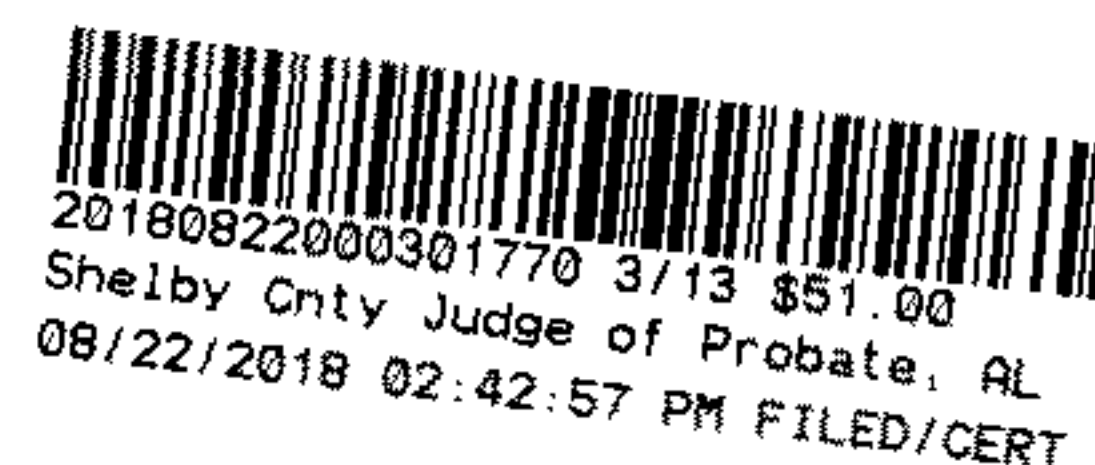
Assignor shall:

a) Faithfully perform, or cause to be performed, all of the obligations, covenants, conditions and agreements contained in all Leases, now or hereafter existing, on the part of the landlord, lessor or licensor thereunder to be kept and performed, and will do all that is necessary to preserve all Leases in force and free from any right of counterclaim, defense or setoff;

b) Enforce or secure the performance of each and every obligation, covenant, condition and agreement of each of the other parties under each Lease;

c) Not collect or accept payment of any Rents more than two (2) months in advance;

d) Not cancel, terminate or surrender any Lease (other than for non-payment of Rent or any other material default thereunder). However, subject to the limitations in subsections (h), (i) and (j) below, Assignor may take any of the actions described in this subsection (d) so long as such actions are taken by Assignor in the ordinary and prudent course of business with due regard for the security afforded Lender by the Lease and are consistent with sound customary leasing and management practices for properties similar to the Property;





e) Not take or omit to take any action or exercise any right or option which would permit the tenant under any Lease to cancel or terminate said Lease;

f) Not anticipate, discount, release, waive, compromise or otherwise discharge any Rents payable under the Leases, or otherwise waive, excuse, condone or in any manner release or discharge any tenants of or from the obligations, covenants, conditions and agreements by said tenants to be performed under the Leases. However, subject to the limitations in subsections (h), (i) and (j) below, Assignor may take any of the actions described in this subsection (f) so long as such actions are taken by Assignor in the ordinary and prudent course of business with due regard for the security afforded Lender by the Lease and are consistent with sound customary leasing and management practices for properties similar to the Property;

g) Not permit any tenant to assign or sublet its interest in any of the Leases unless required to do so by the terms of the Lease and then only if such assignment does not work to relieve the tenant of any liability for payment of and performance of its obligations under such Lease;

h) Not enter into, execute, modify or extend any Lease now existing or hereafter made providing for a term (assuming that all renewal options, if any, are exercised) of more than five (5) years unless the area demised by the Lease is less than twenty-five percent (25%) of the net rentable area of the building improvements at the Property;

i) Not cancel, terminate or surrender any Lease now existing or hereafter made providing for a term (assuming that all renewal options, if any, are exercised) of more than five (5) years;

j) Not cancel, terminate or surrender in any single twelve-month period Leases demising more than twenty-five percent (25%) of the aggregate total net rentable area of the building improvements at the Property;

k) Not further pledge, transfer, mortgage or otherwise encumber or assign the Leases or future payments of Rents, or incur any material indebtedness, liability or other obligations to any tenant, lessee or licensee under the Leases;

l) Not permit any Lease to become subordinate to any lien other than the lien of the Mortgage and this Assignment.

## **2. PROTECTION OF SECURITY**

Lender shall have the right 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 any Lease or the obligations, duties or liabilities of the landlord thereunder, and Assignor agrees to pay all costs and expenses of Lender, including reasonable attorney's fees, in any such action or proceeding in which Lender in its sole discretion may appear.



### **3. REPRESENTATIONS AND WARRANTIES**

Assignor represents and warrants to Lender:

- a) that it is now the absolute owner of the Rents and Leases with full right and title to assign the same;
- b) that there are no outstanding assignments or pledges of any Lease or Rents;
- c) that, to the best of Assignor's knowledge, there are no existing defaults under the provisions of any Lease on the part of any party to the Lease;
- d) that all obligations on the part of the landlord under any Lease have been fully complied with;
- e) that no Rents have been collected for more than two (2) months in advance of their due date or waived, anticipated, discounted, compromised or released;
- f) that, to the best of Assignor's knowledge, no tenant has any defenses, setoffs, or counterclaims against Assignor;
- g) Assignor has not executed any instrument that would prevent Lender from enjoying the benefits of this Assignment; and
- h) that no part of the Property is used as a homestead or agricultural property.

### **4. PRESENT ASSIGNMENT**

This Assignment shall constitute a perfected, absolute and present assignment, provided Assignor shall have the right to collect, but not prior to accrual, all of the Rents, and to retain, use and enjoy the same unless and until an Event of Default shall occur hereunder. The right of Assignor to collect the Rents shall constitute a revocable license in favor of Assignor revocable by Lender in accordance with this Assignment.

### **5. EVENTS OF DEFAULT**

The occurrence of any one or more of the following defaults shall constitute an "Event of Default" (herein so called) hereunder:

- a) Assignor's failure to pay any amount outstanding under the Note on the Maturity Date.
- b) Assignor's failure to make any other payment when due under the Note, the Mortgage or any of the other Loan Documents, followed by Assignor's failure to make such payment within ten (10) days after written notice thereof given to Assignor by Lender; provided, however, that Lender shall not be obligated to give Assignor written notice prior to exercising its remedies with respect to such default if Lender had previously given Assignor during the



previous twelve (12) month period a notice of default for failure to make a payment of similar type.

c) Assignor's failure to perform any other covenant, agreement or obligation under the Note, the Mortgage or any of the other Loan Documents, followed by Assignor's failure to cure such default within thirty (30) days after written notice thereof given to Assignor by Lender (or if such cure cannot be completed within such thirty (30) day period through the exercise of diligence, the failure by Assignor to commence the required cure within such thirty (30) day period and thereafter to continue the cure with diligence and to complete the cure within ninety (90) days following Lender's notice of default).

d) Assignor or any guarantor of any portion of Assignor's obligations under the Loan Documents (whether one or more, "**Guarantor**") files, or there is filed against Assignor or any Guarantor (and such involuntary filing is not dismissed within forty-five (45) days), or any portion of the Property becomes the subject of, a petition in bankruptcy or action seeking reorganization, arrangement, liquidation, dissolution or similar relief under any bankruptcy or other federal or state insolvency or other law relating to relief from indebtedness, or a receiver, trustee or liquidator is appointed with respect to Assignor, any Guarantor or any portion of the Property.

e) A decree or order is entered for the appointment of a trustee, receiver or liquidator for Assignor or Assignor's property, and such decree or order is not vacated within forty-five (45) days after the date of entry.

f) Assignor commences any proceeding for dissolution or liquidation, or any such proceeding is commenced against Assignor, and the proceeding is not dismissed within forty-five (45) days after the date of commencement.

g) Assignor makes an assignment for the benefit of its creditors, or admits in writing its inability to pay its debts generally as they become due.

h) There is an attachment, execution or other judicial seizure of any portion of Assignor's assets and such seizure is not discharged within ten (10) days.

i) Any representation or disclosure made to Lender by Assignor or any Guarantor in connection with the Loan proves to be materially false or misleading when made, whether or not that representation or disclosure is contained in the Loan Documents.

j) Any Transfer (as defined in Section 4.1 of the Mortgage) made without Lender's prior written consent.

k) The death of any Guarantor unless, within thirty (30) days of the death of such Guarantor, Assignor provides a new replacement guarantor reasonably acceptable to Lender who executes Lender's standard form guaranty agreement and environmental indemnity agreement and assumes all of the deceased Guarantor's obligations under the Loan Documents. Lender will be deemed to be reasonable in refusing to approve a proposed replacement guarantor whose creditworthiness, net worth and liquidity is less than that of the original decedent Guarantor at the time of the closing of the Loan.



## 6. REMEDIES

6.1 REMEDIES. Upon an Event of Default, Lender, without regard to waste, adequacy of the security or solvency of Assignor, may declare all Secured Obligations immediately due and payable, may revoke the license granted Assignor hereunder to collect the Rents, and may, at its option, without notice, either in person or by agent, with or without taking possession of or entering the Property, with or without bringing any action or proceeding, or by a receiver to be appointed by a court, collect all of the Rents, enforce the payment thereof and exercise all of the rights of Assignor under any Leases and all of the rights of Lender hereunder. Without limiting the foregoing, upon an Event of Default, Lender may enter upon, take possession of, manage and operate the Property, or any part thereof; may cancel, enforce or modify the Leases and may enjoin or restrain the violation of the terms and conditions of any Lease; may fix or modify Rents, may demand, sue for, attach, levy, recover, receive, compromise and adjust Rents; may make repairs and alterations to the Property; may remove and evict tenants and other occupants of the Property; may execute and terminate contracts providing for management or maintenance of the Property; may exercise all remedies available at law and in equity; and may do any acts which Lender deems proper to protect the security of the Loan. From and after the occurrence of any such Event of Default, if any owner of the Property shall occupy the Property or part thereof such owner shall pay to Lender in advance on the first day of each month a reasonable rental for the space so occupied, and upon failure so to do Lender shall be entitled to remove such owner from the Property by any appropriate action or proceedings. Following an Event of Default, Lender shall be entitled (without notice and regardless of the adequacy of Lender's security) to the appointment of a receiver, Assignor hereby consenting to the appointment of such receiver, and the receiver shall have, in addition to all the rights and powers customarily given to and exercised by such receivers, all the rights and powers granted to Lender in the Mortgage and herein. Lender or the receiver shall be entitled to receive a reasonable fee for so managing the Property.

6.2 APPLICATION OF RENTS. All Rents collected subsequent to delivery of written notice by Lender to Assignor of an Event of Default hereunder shall be applied first to the costs, if any, of taking control of and managing the Property and collecting the Rents, including without limitation attorneys' fees, receiver's fees, premiums on receiver's bonds, costs of maintenance and repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Assignor under the Leases, and then to the Secured Obligations. Lender or the receiver shall be liable to account only for those Rents actually received.

6.3 GENERAL RIGHTS. The exercise of Lender's rights hereunder, the appointment of a receiver, the collection of such Rents and the application thereof as aforesaid shall not cure or waive any Event of Default or waive, modify or affect notice of default under the Note or Mortgage or invalidate any act done pursuant to said notice, nor in any way operate to prevent Lender from pursuing any remedy which now or hereafter it may have at law, in equity, hereunder and under the terms and conditions of the other Loan Documents. The rights and powers of Lender hereunder shall remain in full force and effect both prior to and after any foreclosure of the Mortgage 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 Lender, shall have the right, at any time and without



limitation, to advance money to any receiver appointed for the Property to pay any part or all of the items which the receiver would otherwise be authorized to pay if cash were available from the Property and the sum so advanced, with interest at the rate provided for in the Note, shall be a part of the sum required to be paid to redeem from any foreclosure sale.

## **7. GENERAL COVENANTS**

7.1 NO LIABILITY IMPOSED ON LENDER. Lender shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge any obligation, duty or liability under the Leases nor shall this Assignment operate to place responsibility for the control, care, management or repair of the Property upon Lender nor for the carrying out of any of the terms and conditions of the Leases; nor shall it operate to make Lender responsible or liable for any waste committed on the Property, or for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger nor liable for laches or failure to collect any Rents.

7.2 INDEMNIFICATION. Assignor shall and does hereby agree to indemnify and to hold Lender harmless of and from any and all liability, loss or damage which it may or might incur under the Leases or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases excepting the gross negligence or intentional wrongful acts of Lender. Should Lender incur any such liability, or in the defense of any such claims or demands or a judgment be entered against Lender, the amount thereof, including costs, expenses, and reasonable attorney's fees, shall bear interest thereon at the rate then in effect on the Note, shall be secured hereby, shall be added to the Secured Obligations and Assignor shall reimburse Lender for the same immediately upon demand, and upon the failure of Assignor so to do Lender may declare all Secured Obligations immediately due and payable.

7.3 TENANT TO RECOGNIZE LENDER. Each tenant under any Lease is hereby irrevocably authorized and directed to recognize the claims of Lender or any receiver appointed without investigating the reason for any action taken or the validity or the amount of indebtedness owing to Lender, or the existence of any Event of Default under the Note, Mortgage, or Event of Default hereunder, or the application to be made by Lender or such receiver. Assignor hereby irrevocably directs and authorizes the tenants to pay to Lender or such receiver all sums due under the Leases and consents and directs that said sums shall be paid to any such receiver in accordance with terms of its receivership or to Lender without the necessity for a judicial determination that an Event of Default has occurred hereunder or under the Mortgage or that Lender is entitled to exercise its rights hereunder, and to the extent such sums are paid to Lender or such receiver, Assignor agrees that the tenant shall have no further liability to Assignor for the same. The sole signature of Lender or such receiver shall be sufficient for the exercise of any rights under this Assignment and the sole receipt of Lender or such receiver for any sums received shall be a full discharge and release therefor to any such tenant or occupant of the Property. Checks for all or any part of the rentals collected under this Assignment shall upon notice from Lender be drawn to the exclusive order of Lender or such receiver.



7.4 SECURITY DEPOSITS. Upon an Event of Default Assignor shall on demand transfer all Security Deposits to Lender, to be held by Lender and applied in accordance with the provisions of the Leases. Until Lender makes such demand and the Security Deposits are paid over to Lender, Lender assumes no responsibility for any such Security Deposits. Assignor shall deposit the same in an account, separated from its general funds, and if such Security Deposits are required by law to be refunded to the respective tenants with interest thereon, such account shall be an interest bearing account.

7.5 ATTORNEY IN FACT. Assignor hereby irrevocably appoints Lender and its successors and assigns as its agent and attorney in fact, irrevocable, 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 Lender may deem necessary to make this Assignment and any further assignment effective.

7.6 ASSIGNMENT OF FUTURE LEASES. Until the Secured Obligations shall have been paid in full, Assignor will on demand of Lender deliver to Lender executed copies of any and all other and future Leases upon all or any part of the Property and agrees to make, execute and deliver unto Lender upon demand and at any time or times, any and all assignments and other instruments sufficient to assign such Leases and Rents thereunder to Lender or that Lender may deem to be advisable for carrying out the true purposes and intent of this Assignment. From time to time on request of Lender Assignor agrees to furnish Lender with a rent roll of the Property disclosing current tenancies, rents payable, and such other matters as Lender may reasonably request.

7.7 LENDER NOT MORTGAGEE IN POSSESSION. Nothing herein shall constitute Lender as a "mortgagee in possession" prior to its actual entry upon and taking possession of the Property and delivery of written notice to Assignor of its election to be a mortgagee in possession, entry upon and taking possession by a receiver not constituting possession by Lender.

7.8 LENDER CREDITOR OF TENANT. Assignor agrees that Lender, and not Assignor, shall be and be deemed to be the creditor of the tenant with respect to assignments for the benefit of creditors in bankruptcy, reorganization, insolvency, dissolution or receivership proceedings affecting such tenant (without obligation on the part of Lender, however, to file or make timely filings of claims in such proceedings or otherwise to pursue creditor's rights therein), with an option to Lender to apply any money received by Lender as such creditor in reduction of the Secured Obligations.

7.9 CONTINUING RIGHTS. The rights and powers of Lender or any receiver hereunder shall continue and remain in full force and effect until all Secured Obligations, including any deficiency remaining from a foreclosure sale, are paid in full, and shall continue after commencement of a foreclosure action and after foreclosure sale and until expiration of any period of redemption.



## 8. MISCELLANEOUS

8.1 SUCCESSORS AND ASSIGNS. This Assignment and each and every covenant, agreement and provision hereof shall be binding upon Assignor and its successors and assigns including without limitation each and every from time to time record owner of the Property or any other person having an interest therein and shall inure to the benefit of Lender and its successors and assigns. As used herein the words "successors and assigns" shall also be deemed to mean the heirs, executors, representatives and administrators of any natural person who is a party to this Assignment.

8.2 GOVERNING LAW. This Assignment is executed pursuant to and shall be governed by the laws of the State of Alabama.

8.3 SEVERABILITY. It is the intent of this Assignment to confer to Lender the rights and benefits hereunder to the full extent allowable by law. The unenforceability or invalidity of any provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid. Any provisions found to be unenforceable shall be severable from this Assignment.

8.4 NOTICES. All notices and other communications given in connection herewith must be in writing and shall be deemed given on the day delivered by hand, on the first (1<sup>st</sup>) business day following sending by nationally recognized express courier or on the second (2<sup>nd</sup>) business day following mailing by certified or registered mail, postage prepaid, to the address set forth above for the recipient thereof. Any party may change its address for such purposes by delivering or mailing to Lender or Assignor, as the case may be, a notice of such change.

8.5 CAPTIONS AND HEADINGS. The captions and headings of the various sections of this Assignment are for convenience only and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

8.6 TIME. Time is of the essence in connection with the obligations of Assignor herein.

## 9. ADDITIONAL SECURITY INSTRUMENTS

9.1 ADDITIONAL SECURED OBLIGATIONS. Assignor agrees that this Assignment further secures payment of all sums and performance of all obligations under the Altadena Security Instruments, the Gardendale Security Instruments and the Johns Creek Security Instruments, all of which shall be included in the definition of the "Secured Obligations" hereunder. As used herein:

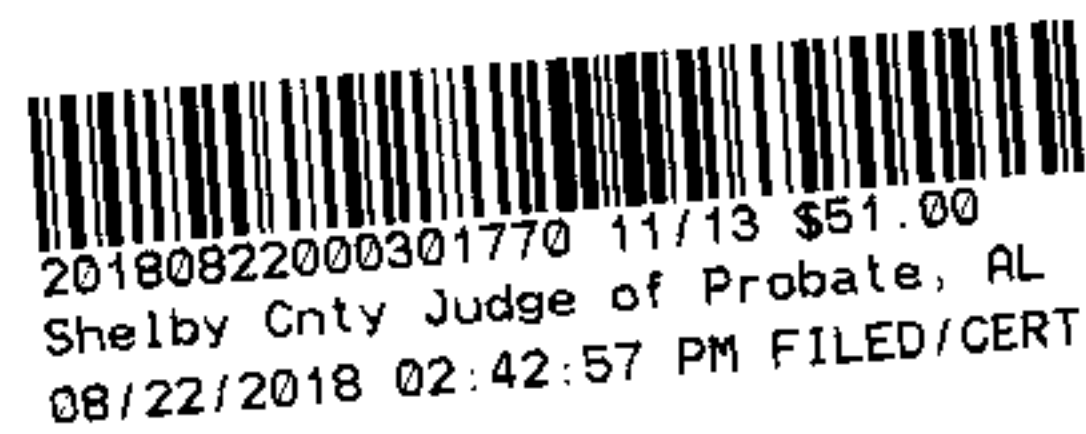
- a) the "Altadena Security Instruments" means the Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement of even date given by Altadena to Lender as additional security for the Note and any other instrument or document executed by Altadena securing the Note, together with all modifications, extensions, renewals and replacements thereof;



- b) The “**Gardendale Security Instruments**” means the Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement of even date given by Gardendale to Lender as additional security for the Note and any other instrument or document executed by Gardendale securing the Note, together with all modifications, extensions, renewals and replacements thereof; and
- c) The “**Johns Creek Security Instruments**” means the Deed to Secure Debt, Assignment of Rents and Leases and Security Agreement of even date given by Johns Creek to Lender as additional security for the Note and any other instrument or document executed by Johns Creek securing the Note, together with all modifications, extensions, renewals and replacements thereof.

9.2 CROSS-DEFAULT. Assignor agrees that the occurrence of any Event of Default under the Altadena Security Instruments, the Gardendale Security Instruments, or the Johns Creek Security Instruments shall constitute an Event of Default (as defined in Section 5) hereunder.

**[Remainder of this page intentionally left blank; signature page follows.]**



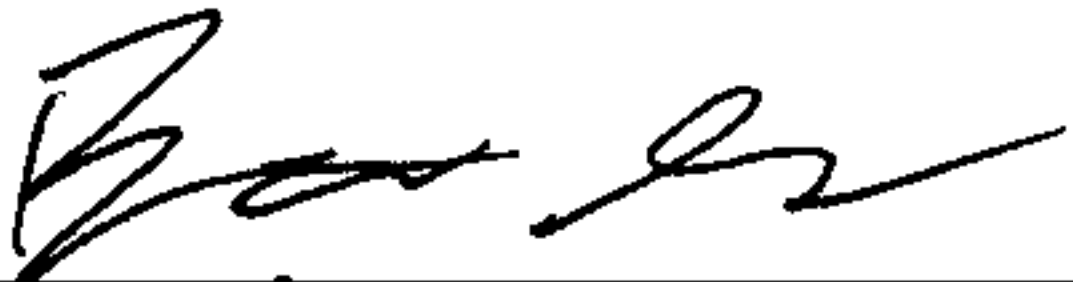
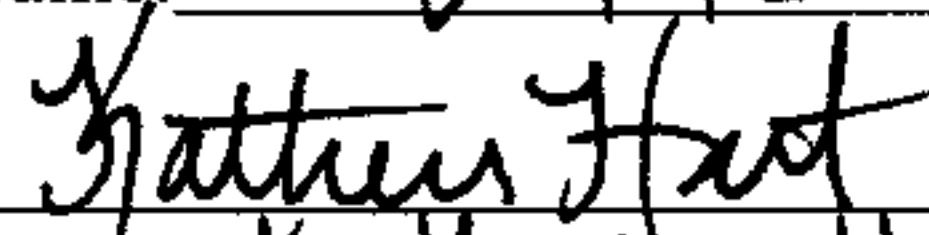



IN WITNESS WHEREOF, this Assignment is effective as of the date first above written, although actually executed on the date of the acknowledgement below.

Witnesses

SWNC-CHELSEA CROSSINGS, LLC, an Alabama limited liability company

By: SW Neighborhood Center Manager, LLC, a Delaware limited liability company, its Manager

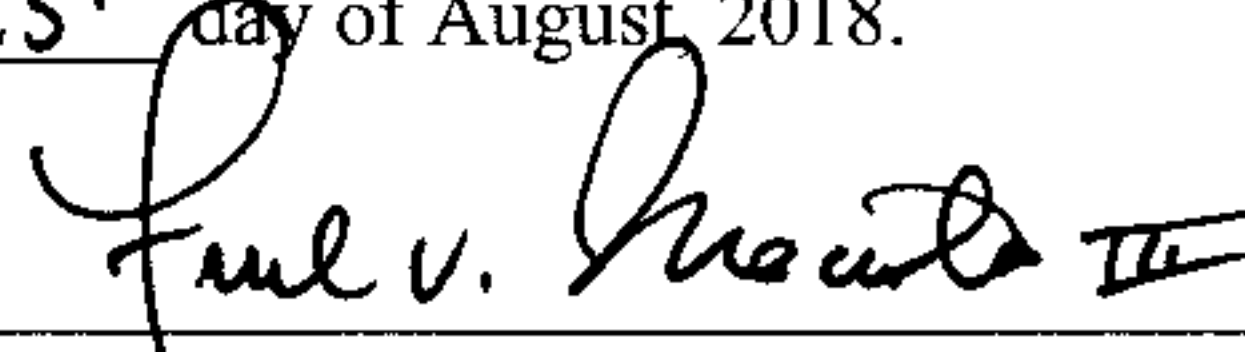
  
Name: Butler Sparks  
  
Name: Katherine Hart

By:   
Andrew R. Patterson, its Authorized Representative


STATE OF ALABAMA )  
 ) SS  
COUNTY OF Jefferson )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Andrew R. Patterson, whose name as the Authorized Representative of SW Neighborhood Center Manager, LLC, a Delaware limited liability company, the Manager of SWNC-Chelsea Crossings, LLC, an Alabama limited liability company, 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 the instrument, he/she as such officer and with full authority, executed the same voluntarily for and as the act of said companies.

Given under my hand and official seal this 15<sup>th</sup> day of August, 2018.

  
Notary Public

My Commission Expires July 7, 2021

  
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Shelby Cnty Judge of Probate, AL  
08/22/2018 02:42:57 PM FILED/CERT



**EXHIBIT A  
TO ASSIGNMENT**

**LEGAL DESCRIPTION**

The property which is the subject of this instrument is situated in Shelby County, Alabama, and is legally described as follows:

**LOT 4, ACCORDING TO THE MAP OF CHELSEA CROSSINGS SUBDIVISION, AS RECORDED IN MAP BOOK 37, PAGE 49, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.**

**TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS CREATED UNDER INSTRUMENT #200604210000186980 AND AS SHOWN ON MAP BOOK 37, PAGE 49, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.**



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Shelby Cnty Judge of Probate, AL  
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