

THIS INSTRUMENT WAS PREPARED BY  
RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

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09/10/2018 10:16:55 AM  
ASSIGN 1/10

Kelley Drye & Warren LLP  
One Jefferson Road  
Parsippany, New Jersey 07054  
Attention: Paul A. Keenan, Esq.

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Space Above This Line for Recorder's Use

**ASSIGNMENT OF LEASES AND RENTS**

from

SS HIGHWAY 280, LLC,  
a Delaware limited liability company

(as assignor)

to

NEW YORK LIFE INSURANCE COMPANY,  
a New York mutual insurance company

and

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA,  
a New Jersey corporation

and

VIP GP, LTD.,  
a Cayman Islands exempted limited company, in its capacity as  
general partner for and on behalf of PGIM VIP Mortgage Account, L.P.  
(collectively, as assignee)

Dated: As of September 6, 2018

Location: 4752 Highway 280  
Birmingham, Alabama 35424  
Shelby County

**This Assignment of Leases and Rents (this "Instrument") secures indebtedness in the principal amount of Six Hundred Forty Three Million and No/100 (\$643,000,000.00) (the "Indebtedness"). The Indebtedness is secured by real property located both outside and inside the State of Alabama. Pursuant to a certain Mortgage Tax Order dated August 31, 2018 (the "Order"), the Alabama Department of Revenue determined that mortgage privilege tax in the amount of Twenty Four Thousand Nine Hundred Eighty and 55/100 Dollars (\$24,980.55) is due upon the recording of that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing executed by SS Ward and Citation, LLC in favor of Lender (as defined below) (the "Ward Mortgage"), which secures the Indebtedness and is recorded in the Office of the Judge of Probate of Shelby County, Alabama in Book \_\_\_\_\_ and Page \_\_\_\_\_. Concurrent with the recording of the Ward Mortgage,**

**mortgage privilege tax in the amount of Twenty Four Thousand Nine Hundred Eighty and 55/100 Dollars (\$24,980.55) was remitted to the Office of the Judge of Probate of Shelby County, Alabama in accordance with the Order. This Instrument constitutes additional security for the Indebtedness and accordingly, in accordance with the Order, no additional mortgage privilege tax is due upon the recording of this Instrument.**

## ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (as amended, modified and in effect from time to time, this "Assignment") is made as of September 6, 2018, by SS HIGHWAY 280, LLC, a Delaware limited liability company ("Borrower"), as assignor, in favor of NEW YORK LIFE INSURANCE COMPANY, a New York mutual insurance company, THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation and VIP GP, LTD., a Cayman Islands exempted limited company, in its capacity as general partner for and on behalf of PGIM VIP Mortgage Account, L.P., a Cayman Islands exempted limited partnership (together with their respective successors and assigns, collectively, "Lender"), as assignee.

### RECITALS

A. Lender, Borrower and certain of Borrower's Affiliates (collectively, the "Co-Borrowers") are parties to a Loan Agreement of even date herewith (said Loan Agreement, as modified and supplemented and in effect from time to time, the "Loan Agreement"), which Loan Agreement provides for a loan in the original principal amount of \$643,000,000 (the "Loan") to be made by Lender to Borrower and the Co-Borrowers.

B. The Loan is secured by, among other things, the Mortgage on Borrower's interest in the real property described on Exhibit A attached hereto.

C. Borrower intends by the execution and delivery of this Assignment to further secure the payment and performance of the Loan Obligations (as such term is defined in the Mortgage).

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. Certain Defined Terms. For all purposes of this Assignment, all capitalized terms shall have the meaning ascribed thereto in the Loan Agreement unless defined herein, and:

"Leases" means all leases and other agreements or arrangements affecting the use or occupancy of all or any portion of the Property now in effect or hereafter entered into (including, without limitation, all lettings, subleases, licenses, concessions, tenancies and other occupancy agreements covering or encumbering all or any portion of the Property), whether written or oral, together with any guarantees and other credit support (including letters of credit), supplements, amendments, modifications, extensions and renewals of the same.

"Rents" means, with respect to the Property, all rents (whether denoted as advance rent, minimum rent, percentage rent, additional rent or otherwise), receipts, issues, income, royalties, profits, revenues, proceeds, bonuses, deposits (whether denoted as security deposits or otherwise), lease termination fees or payments, rejection damages, buy-out fees and any other fees made or to be made in lieu of rent, any award made hereafter to Borrower in any court proceeding involving any tenant, lessee, licensee or concessionaire under any of the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court, and all other payments, rights and benefits of whatever nature from time to time due under any of the Leases.



2. Assignment of Leases and Rents. Borrower hereby absolutely and unconditionally assigns to Lender all of Borrower's right, title and interest in all current and future Leases and Rents, it being intended that this Assignment constitute a present, absolute assignment and not an assignment for additional security only. This Section 2 presently gives Lender the right to collect Rents and to apply Rents in payment of the Loan Obligations in accordance with the Loan Agreement. Borrower intends that the Rents and Leases be absolutely assigned and no longer be, during the term of this Assignment, property of Borrower or Borrower's estate, as defined by 11 U.S.C. §541. If any law exists requiring Lender to take actual possession of the Property (or some action equivalent to taking possession of the Property, such as securing the appointment of a receiver) for Lender to "perfect" or "activate" the rights and remedies of Lender as provided in this Section 2, Borrower waives the benefit of such law, to the extent permitted by applicable law. Such assignment to Lender shall not be construed to bind Lender to perform any covenants, conditions or provisions contained in any Lease or otherwise impose any obligation upon Lender, and notwithstanding this Assignment, Borrower shall remain liable for any obligations undertaken by Borrower pursuant to any Lease. Subject to the terms of this Section 2 and the Loan Agreement, Lender hereby grants to Borrower a license, revocable as hereinafter provided, to operate and manage the Property and Leases and to collect and use the Rents. If an Event of Default occurs, other than an Event of Default as to which Lender, in its sole discretion, has accepted a cure (except for any Event of Default described in Section 8.1(h) of the Loan Agreement, for which the revocation hereinafter described shall be automatic and simultaneous with the occurrence of any such Event of Default), the license granted to Borrower herein may, at Lender's election, be revoked by Lender, and Lender shall immediately be entitled to possession of all Rents collected thereafter (including Rents past due and unpaid) whether or not Lender enters upon or takes control of the Property. Subject to the Cash Management Agreement, any Rents collected by Borrower from and after the date on which an Event of Default occurred and is continuing shall be held by Borrower in trust for Lender. Borrower hereby grants and assigns to Lender the right, at Lender's option, upon revocation of the license granted herein, to enter upon the Property in person, by agent or by court appointed receiver to collect Rents with or without taking actual possession of the Property or any equivalent action. Lender may apply any Rents collected after the license granted herein is revoked to pay the Loan Obligations in such order and in such manner as Lender shall elect in Lender's sole discretion that is consistent with the Loan Documents.

3. Remedies. At any time after the occurrence and during the continuance of an Event of Default, Lender, without waiving such Event of Default, at its option, upon notice and without regard to the adequacy of the security for the Loan Obligations, either in person or by agent, upon bringing any action or proceeding, by a receiver appointed by a court, or otherwise, may take possession of the Property and have, hold, manage, lease and operate the same on such terms and for such period of time as Lender may deem proper. Lender shall immediately be entitled to possession of all security deposits held with respect to the Property, whether or not Lender enters upon or takes control of the Property and regardless of where any such security deposits are deposited or located. Lender, either with or without taking possession of the Property in its own name, may demand, sue for or otherwise collect and receive all Rents, including Rents past due and unpaid, and apply such Rents to pay any one or more of the following in such order and amounts as Lender may elect in its sole and absolute discretion: (a) all costs and expenses incurred, and advances made, by Lender or any trustee, as the case may be, to enforce this Assignment or the other Loan Documents, protect the Lien and security afforded thereby, or preserve the Property, including, without limitation, all expenses of managing the Property, including, without limitation,

the salaries, fees and wages of any managing agent and such other employees as Lender may deem necessary and all expenses of operating and maintaining the Property, including, without limitation, all taxes, charges, claims, assessments, water rents, sewer rents and any other liens, and premiums for insurance and the cost of alterations, renovations, repairs or replacements, and all costs and expenses incident to taking and retaining possession of the Property or enforcing any of Lender's rights and remedies hereunder; and (b) subject to the terms of the Loan Documents, the Loan Obligations, together with all costs, expenses and reasonable attorneys' fees in connection with any of the foregoing. Neither Lender's exercise of the option granted to Lender in this Section 3 nor the collection or application of Rents as herein provided shall be considered a waiver of any Event of Default. Borrower agrees that the exercise by Lender of one or more of its rights and remedies under this Assignment shall in no way be deemed or construed to make Lender a mortgagee-in-possession.

4. Notices. All notices, demands, consents, requests or other communications that are permitted or required to be given by Borrower or Lender to the other shall be in writing and given in the manner specified in the Loan Agreement.

5. Binding Obligations. The provisions and covenants of this Assignment shall run with the Property, shall be binding upon Borrower, its successors and assigns, and shall inure to the benefit of Lender, its successors and assigns.

6. Captions. The captions or headings at the beginning of each Section hereof are for the convenience of the parties hereto and are not a part of this Assignment.

7. Severability. If any term or provision of this Assignment or the application thereof to any Person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Assignment, or the application of such term or provision to Persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Assignment shall be valid and enforceable to the maximum extent permitted by law.

8. Borrower's Obligations Absolute. Except as set forth to the contrary herein or in any of the other Loan Documents, all sums payable by Borrower hereunder shall be paid without notice, demand, counterclaim (other than mandatory counterclaims), setoff, deduction or defense and without abatement, suspension, deferment, diminution or reduction. Except as expressly provided herein, Borrower waives all rights now or hereafter conferred by statute or otherwise to any abatement, suspension, deferment, diminution or reduction of any sum secured hereby and payable by Borrower.

9. Amendments. This Assignment cannot be modified, changed or discharged except by an agreement in writing, duly acknowledged in form for recording, executed by Borrower and Lender.

10. Exhibits. The information set forth on the cover, heading and recitals hereof, and the Exhibit attached hereto, are hereby incorporated herein as a part of this Assignment with the same effect as if set forth in the body hereof.

11. Time of the Essence. Time is of the essence with respect to each and every covenant, agreement and obligation of Borrower under this Assignment.

12. Termination. When the Mortgage has been fully reconveyed or released by Lender, that reconveyance or release shall operate as a release and discharge of this Assignment and as a reassignment of all future Leases and all Rents with respect to the Property to the Person or Persons legally entitled thereto, unless such reconveyance or release expressly provides to the contrary.

13. Governing Law. This Assignment shall be governed in accordance with the terms and provisions of Section 12.3 of the Loan Agreement.

14. Exculpation. Notwithstanding anything in this Assignment to the contrary, this Assignment is and shall be subject to and limited by the exculpation provisions of Article 11 of the Loan Agreement.

15. Further Assurances. Borrower agrees that to further evidence and reflect the assignment granted herein, Borrower shall execute, acknowledge and deliver to Lender such additional documents, instruments and agreements, in form and substance satisfactory to Lender, as may hereafter be reasonably requested by Lender, and Borrower shall record such thereof, all at Borrower's expense.

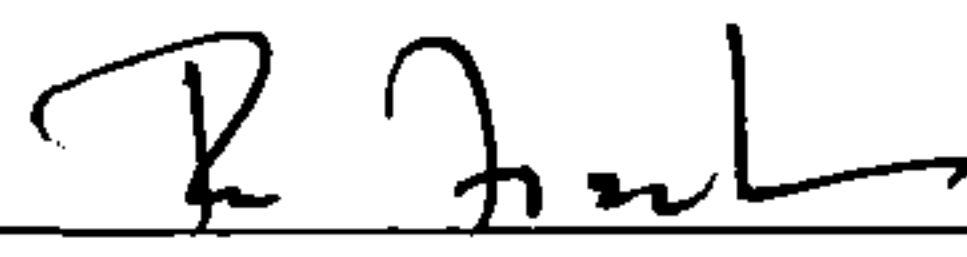
[Signature on the following page]



IN WITNESS WHEREOF, this Assignment of Leases and Rents has been duly executed and delivered as of the day and year first above written.

BORROWER:

SS HIGHWAY 280, LLC,  
a Delaware limited liability company

By:   
Name: Tamara D. Fischer  
Title: Authorized Person

**ACKNOWLEDGMENT**

STATE OF COLORADO            }  
  } ss.:  
COUNTY OF ARAPAHOE        }

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of August, 2018, by Tamara D. Fischer, as Authorized Person of SS Highway 280, LLC, a Delaware limited liability company.

WITNESS my hand and official seal.

My Commission Expires: July 2, 2019

  
Notary Public

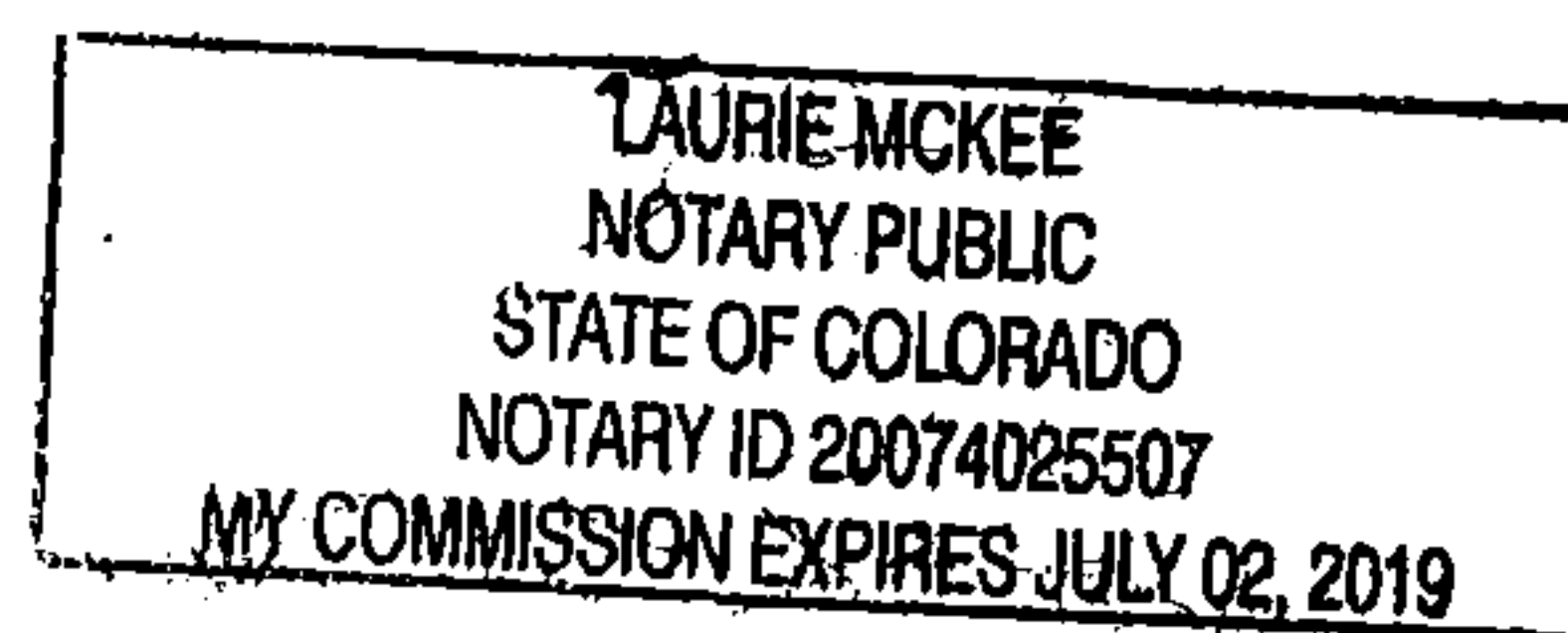


EXHIBIT A

Description of the Property

See attached.



**Exhibit "A"**

**Legal Description**

Real property in the City of Birmingham, County of Shelby, State of Alabama, described as follows:

**PARCEL 1:**

A PART OF LOT 1, DEWBERRY'S SUBDIVISION AS RECORDED IN MAP BOOK 9, PAGE 11 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 18 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, SAID POINT BEING ON THE WEST LINE OF SAID LOT 1, DEWBERRY'S SUBDIVISION; THENCE FROM THE WEST LINE OF SAID 1/4 - 1/4 SECTION TURN AN ANGLE OF 29 DEGREES 08 MINUTES TO THE RIGHT IN A NORTHEASTERLY DIRECTION AND RUN 695.72 FEET TO A POINT; THENCE 95 DEGREES 21 MINUTES TO THE RIGHT IN A SOUTHEASTERLY DIRECTION A DISTANCE OF 108.82 FEET TO A POINT; THENCE 51 DEGREES 00 MINUTES 30 SECONDS TO THE LEFT IN A NORTHEASTERLY DIRECTION A DISTANCE OF 145.36 FEET TO A POINT; THENCE 18 DEGREES 46 MINUTES 45 SECONDS TO THE RIGHT IN A EASTERLY DIRECTION A DISTANCE OF 78.28 FEET TO A POINT; THENCE 20 DEGREES 07 MINUTES 42 SECONDS TO THE LEFT IN A NORTHEASTERLY DIRECTION A DISTANCE OF 70.31 FEET TO A POINT; THENCE 38 DEGREES 51 MINUTES TO THE LEFT IN A NORTHEASTERLY DIRECTION A DISTANCE OF 143.16 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 280; THENCE 92 DEGREES 59 MINUTES 54 SECONDS TO THE RIGHT IN A SOUTHEASTERLY DIRECTION ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 41.53 FEET TO A POINT; THENCE 79 DEGREES 04 MINUTES 30 SECONDS TO THE RIGHT IN A SOUTHWESTERLY DIRECTION A DISTANCE OF 69.37 FEET TO THE P.C. (POINT OF CURVE) OF A CURVE TO THE RIGHT HAVING A RADIUS OF 167.05 FEET AND A CENTRAL ANGLE OF 67 DEGREES 25 MINUTES; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 196.55 FEET TO THE P.T. (POINT OF TANGENT) OF SAID CURVE; THENCE WESTERLY IN THE TANGENT TO SAID CURVE A DISTANCE OF 50.00 FEET TO THE P.C. (POINT OF CURVE) OF A CURVE TO THE LEFT HAVING A RADIUS OF 250.52 FEET AND A CENTRAL ANGLE OF 41 DEGREES 05 MINUTES 04 SECONDS; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 179.63 FEET TO THE P.C.C. (POINT OF COMPOUND CURVE) OF A CURVE TO THE LEFT HAVING A RADIUS OF 160.00 FEET AND A CENTRAL ANGLE OF 22 DEGREES 42 MINUTES 25 SECONDS; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 63.41 FEET TO A POINT; THENCE 108 DEGREES 34 MINUTES 46 SECONDS TO THE LEFT (ANGLE MEASURED TO TANGENT) IN A SOUTHEASTERLY DIRECTION A DISTANCE OF 142.71 FEET TO A POINT; THENCE 38 DEGREES 15 MINUTES TO THE RIGHT IN SOUTHEASTERLY DIRECTION A DISTANCE OF 304.00 FEET TO A POINT; THENCE 70 DEGREES 30 MINUTES TO THE RIGHT IN A SOUTHWESTERLY DIRECTION A DISTANCE OF 1016.00 FEET TO A POINT; THENCE 90 DEGREES 00 MINUTES TO THE RIGHT IN A NORTHWESTERLY DIRECTION A DISTANCE OF 257.32 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 36; THENCE 60 DEGREES 52 MINUTES TO THE RIGHT IN A NORTHERLY DIRECTION ALONG THE WEST LINE OF SAID 1/4 - 1/4 SECTION A DISTANCE OF 572.42 FEET TO THE POINT OF BEGINNING.

**PARCEL 2:**

A PART OF LOT 1, DEWBERRY'S SUBDIVISION, AS RECORDED IN MAP BOOK 9, PAGE 11, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 18 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, SAID POINT BEING ON THE WEST LINE OF SAID LOT 1, DEWBERRY'S SUBDIVISION; THENCE NORTH ALONG THE WEST LINE OF SAID 1/4 - 1/4 SECTION A DISTANCE OF 653.70 FEET TO A POINT; THENCE 119 DEGREES 08 MINUTES TO THE RIGHT IN A SOUTHEASTERLY DIRECTION A DISTANCE OF 218.25 FEET TO A POINT; THENCE 11 DEGREES 19 MINUTES TO THE LEFT IN A SOUTHEASTERLY DIRECTION OF 101.98 FEET TO A POINT; THENCE 101 DEGREES 19 MINUTES TO THE RIGHT IN A SOUTHWESTERLY DIRECTION A DISTANCE OF 591.01 FEET TO THE POINT OF BEGINNING.



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
09/10/2018 10:16:55 AM  
\$42.00 CHERRY  
20180910000323370

*Allie S. Bayl*