
ASSIGNMENT OF LEASES AND RENTS

By

**WG ALABAMA OLIVE LLC,
WG ALABAMA STARKVILLE LLC,
WG ALABAMA GROVEWOOD LLC, and
WG ALABAMA PORTFOLIO LLC,**
individually and collectively, as assignor

To

BENEFIT STREET PARTNERS REALTY OPERATING PARTNERSHIP, L.P.,
as assignee


Dated: As of November 21, 2018

Locations: 22625 Mattingly Street, Robertsdale, Alabama
2220 Windscape Drive, Athens, Alabama
217 Cedar Lake Road, Decatur, Alabama
1317 Sparkman Street, Hartselle, Alabama
100 Egg and Butter Road, Columbiana, Alabama
135 Royal Drive, Madison, Alabama

Counties: Baldwin County, Limestone County, Morgan County, Shelby County
and Madison County

**INSTRUMENT PREPARED BY
AND UPON RECORDATION RETURN TO:**

Stroock & Stroock & Lavan LLP
200 S. Biscayne Blvd., Suite 3100
Miami, Florida 33131
Attention: Brendan M. Studley, Esq.


20181204000423690 1/20 \$74.00
Shelby Cnty Judge of Probate, AL
12/04/2018 10:53:33 AM FILED/CERT

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (as amended, restated, replaced, supplemented or otherwise modified from time to time, this "**Assignment**") is made as of this 21st day of November, 2018, by **WG ALABAMA OLIVE LLC**, a Delaware limited liability company, **WG ALABAMA STARKVILLE LLC**, a Delaware limited liability company, **WG ALABAMA GROVEWOOD LLC**, a Delaware limited liability company, and **WG ALABAMA PORTFOLIO LLC**, a Delaware limited liability company, each having an address at 14 Steuben Lane, Jackson, New Jersey 08527, as assignor (individually and collectively, and together with their respective successors and permitted assigns, "**Borrower**"), for the benefit of **BENEFIT STREET PARTNERS REALTY OPERATING PARTNERSHIP, L.P.**, a Delaware limited partnership, having an address at 142 West 57th Street, Suite 1201, New York, New York 10019, as assignee (together with its successors and assigns, "**Lender**").

WITNESSETH:

A. This Assignment is given to secure a loan (the "**Loan**") made by Lender to Borrower pursuant to that certain Loan Agreement, dated as of the date hereof, between Borrower and Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Loan Agreement**") and evidenced by that certain Promissory Note dated the date hereof, made by Borrower to Lender (together with all extensions, renewals, replacements, restatements or modifications thereof being hereinafter referred to as the "**Note**").

B. The Note is secured by those certain mortgages and deeds of trust, assignments of leases and rents and security agreements, dated as of the date hereof (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Security Instrument**"), made by Borrower for the benefit of Lender.

C. Borrower desires to further secure the payment of the Debt and performance of all of its obligations under the Note, the Loan Agreement and the other Loan Documents.

NOW THEREFORE, in consideration of the making of the Loan by Lender and the covenants, agreements, representations and warranties set forth in this Assignment:

ARTICLE 1 **ASSIGNMENT**

Section 1.1 Property Assigned. Borrower hereby absolutely and unconditionally assigns and grants, bargains, sells and conveys to Lender the following property, rights, interests and estates, now owned, or hereafter acquired by Borrower:

(a) Leases. All leases, subleases, subsubleases, lettings, licenses, concessions or other agreements (whether written or oral and whether now or hereafter in effect) pursuant to which any Person is granted a possessory interest in, or right to use, enjoy or occupy all or any portion of any space in those certain lots or pieces of land, more particularly described in Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4, Exhibit A-5 and Exhibit A-6 annexed hereto and made a part hereof, or all or any part of the

buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located thereon (collectively, the **"Property"**), and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto (collectively, the **"Leases"**), and all right, title and interest of Borrower, its successors and assigns, therein and thereunder. The term **"Leases"** shall include all agreements, whether or not in writing, affecting the use, enjoyment or occupancy of the Property or any portion thereof now or hereafter made, whether made before or after the filing by or against Borrower of any petition for relief under the Bankruptcy Code, together with any extension, renewal or replacement of the same; this Assignment of existing and future Leases and other agreements being effective without any further or supplemental assignment.

(b) Rents. All rents, additional rents, rent equivalents, moneys payable as damages (including payments by reason of the rejection of a Lease in the event a Bankruptcy Event occurs) or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, fees, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits (including, without limitation, cash, letters of credit or securities deposited under Leases to secure the performance by the lessees of their obligations thereunder)), accounts, cash, issues, profits, charges for services rendered, and other payment and consideration of whatever form or nature received by or paid to or for the account of or benefit of Borrower, Manager or any of their respective agents or employees from any and all sources arising from or attributable to the Property, including, without limitation, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of property or rendering of services by Borrower, Manager or any of their respective agents or employees and proceeds, if any, from business interruption or other loss of income insurance, whether paid or accruing before or after the filing by or against Borrower of any petition for relief under the Bankruptcy Code in each case (collectively, the **"Rents"**)

(c) Bankruptcy Claims. All of Borrower's claims and rights (the **"Bankruptcy Claims"**) to the payment of damages arising from any rejection by a lessee of any Lease under the Bankruptcy Code.

(d) Lease Guaranties. All of Borrower's right, title and interest in, and claims under, any and all lease guaranties, letters of credit and any other credit support (individually, a **"Lease Guaranty"**, and collectively, the **"Lease Guaranties"**) given by any guarantor in connection with any of the Leases or leasing commissions (individually, a **"Lease Guarantor"**, and collectively, the **"Lease Guarantors"**) to Borrower.

(e) Proceeds. All proceeds from the sale or other disposition of the Leases, the Rents, the Lease Guaranties and/or the Bankruptcy Claims.

(f) Other. All rights, powers, privileges, options and other benefits of Borrower as lessor under any of the Leases and beneficiary under any of the Lease Guaranties, including, without limitation, the immediate and continuing right to make claim for, receive, collect and receipt for all Rents payable or receivable under the Leases and all sums payable under the Lease Guaranties or pursuant thereto (and to apply the same to the payment of the Debt), and to do all other things which Borrower or any lessor is or may become entitled to do under any of the Leases or Lease Guaranties.

(g) Entry. 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 the Rents.

(h) Power Of Attorney. Borrower's irrevocable power of attorney, coupled with an interest, to take any and all of the actions set forth in Section 3.1 of this Assignment and any or all other actions designated by Lender for the proper management and preservation of the Property.

(i) Other Rights And Agreements. Any and all other rights of Borrower in and to the items set forth in subsections (a) through (h) above, and all amendments, modifications, replacements, renewals and substitutions thereof.

ARTICLE 2

TERMS OF ASSIGNMENT

Section 2.1 Present Assignment and License Back. It is intended by Borrower that this Assignment constitute a present, absolute assignment of the Leases, Rents, Lease Guaranties and Bankruptcy Claims, and not an assignment for additional security only. Nevertheless, subject to the terms of this Section 2.1, the Loan Agreement, the Security Instrument and the Clearing Account Agreement, Lender grants to Borrower a revocable license to collect, receive, use and enjoy the Rents, as well as other sums due under the Lease Guaranties. Borrower shall hold the Rents, as well as all sums received pursuant to any Lease Guaranty, or a portion thereof sufficient to discharge all current sums due on the Debt, in trust for the benefit of Lender for use in the payment of such sums.

Section 2.2 Notice to Lessees. Borrower hereby authorizes and directs the lessees named in the Leases or any other future lessees or occupants of the Property and all Lease Guarantors to pay over to Lender, or to such other party as Lender directs, all Rents and all sums due under any Lease Guaranties, upon receipt from Lender of written notice to the effect that Lender is then the holder of this Assignment and that an Event of Default exists, and to continue so to do until otherwise notified by Lender.

Section 2.3 Incorporation by Reference. All representations, warranties, covenants, conditions and agreements contained in the Loan Agreement and the other Loan Documents, as the same may be modified, renewed, substituted or extended from time to time, are hereby made a part of this Assignment to the same extent and with the same force as if fully set forth herein.

ARTICLE 3

REMEDIES

Section 3.1 Remedies of Lender. Upon the occurrence of an Event of Default, the license granted to Borrower in Section 2.1 of this Assignment shall automatically be revoked, and Lender shall immediately be entitled to possession of all Rents and all sums due under any Lease Guaranties, whether or not Lender enters upon or takes control of the Property. In addition, Lender may, at its option, without waiving such Event of Default, without regard to the adequacy of the security for the Obligations, either in person or by agent, nominee or attorney, with or without bringing any action or proceeding, or by a receiver appointed by a court, dispossess Borrower and its agents and servants from the Property, without liability for trespass, damages or otherwise and exclude Borrower and its agents or servants wholly therefrom, and take possession of the Property and all books, records and accounts relating thereto and have, hold, manage, lease and operate the Property on such terms and for such period of time as Lender may deem proper and either with or without taking possession of the Property in its own name, demand, sue for or otherwise collect and receive all Rents and all sums due under all Lease Guaranties, including, without limitation, those past due and unpaid with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as Lender may deem proper, and may apply the Rents and sums received pursuant to any Lease Guaranties to the payment of the following in such order and proportion as Lender in its sole discretion may determine, any law, custom or use to the contrary notwithstanding: (a) all expenses of managing and securing the Property, including, without being limited thereto, the salaries, fees and wages of a managing agent and such other employees or agents as Lender may deem necessary or desirable and all expenses of operating and maintaining the Property, including, without being limited thereto, all taxes, charges, claims, assessments, water charges, sewer rents and any other liens, and premiums for all insurance which Lender may deem necessary or desirable, and the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Property; and (b) the Obligations, together with all costs and reasonable attorneys' fees. In addition, upon the occurrence of an Event of Default, Lender, at its option, may (1) at Borrower's expense complete any construction on the Property in such manner and form as Lender deems advisable, (2) exercise all rights and powers of Borrower, including, without limitation, the right to negotiate, execute, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents from the Property and all sums due under any Lease Guaranties, (3) either require Borrower to pay monthly in advance to Lender, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupancy of such part of the Property as may be in the possession of Borrower, or (4) require Borrower to vacate and surrender possession of the Property to Lender or to such receiver and, in default thereof, Borrower may be evicted by summary proceedings or otherwise.

Section 3.2 Other Remedies. Nothing contained in this Assignment and no act done or omitted by Lender pursuant to the power and rights granted to Lender hereunder shall be deemed to be a waiver by Lender of its rights and remedies under the Loan Agreement, the Note, or the other Loan Documents and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Lender under the terms thereof. The right of Lender to collect the Debt and to enforce any other security therefor held by it may be exercised by Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder. Borrower



hereby absolutely, unconditionally and irrevocably waives any and all rights to assert any setoff, counterclaim or crossclaim of any nature whatsoever with respect to the Obligations of Borrower under this Assignment, the Loan Agreement, the Note, the other Loan Documents or otherwise with respect to the Loan in any action or proceeding brought by Lender to collect same, or any portion thereof, or to enforce and realize upon the lien and security interest created by this Assignment, the Loan Agreement, the Note, the Security Instrument, or any of the other Loan Documents (provided, however, that the foregoing shall not be deemed a waiver of Borrower's right to assert any compulsory counterclaim if such counterclaim is compelled under local law or rule of procedure).

Section 3.3 Other Security. Lender may take or release other security for the payment of the Debt, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the payment of the Debt without prejudice to any of its rights under this Assignment.

Section 3.4 Non-Waiver. The exercise by Lender of the option granted it in Section 3.1 of this Assignment and the collection of the Rents and sums due under the Lease Guaranties and the application thereof as herein provided shall not be considered a waiver of any Default or Event of Default by Borrower under the Note, the Loan Agreement, the Security Instrument, the Leases, this Assignment or the other Loan Documents. The failure of Lender to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Assignment. Borrower shall not be relieved of Borrower's obligations hereunder by reason of (a) the failure of Lender to comply with any request of Borrower or any other party to take any action to enforce any of the provisions hereof or of the Loan Agreement, the Note or the other Loan Documents, (b) the release regardless of consideration, of the whole or any part of the Property, or (c) any agreement or stipulation by Lender extending the time of payment or otherwise modifying or supplementing the terms of this Assignment, the Loan Agreement, the Security Instrument, the Note or the other Loan Documents. Lender may resort for the payment of the Debt to any other security held by Lender in such order and manner as Lender, in its sole discretion, may elect. Lender may take any action to recover the Debt, or any portion thereof, without prejudice to the right of Lender thereafter to enforce its rights under this Assignment. The rights of Lender under this Assignment shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

Section 3.5 Bankruptcy. (a) Upon or at any time after the occurrence of an Event of Default, Lender shall have the right to proceed in its own name or in the name of Borrower in respect of any claim, suit, action or proceeding relating to the rejection of any Lease, including, without limitation, the right to file and prosecute, to the exclusion of Borrower, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of the lessee under such Lease under the Bankruptcy Code.

(b) If there shall be filed by or against Borrower a petition under the Bankruptcy Code, and Borrower, as lessor under any Lease, shall determine to reject such Lease pursuant to Section 365(a) of the Bankruptcy Code, then Borrower shall give Lender not less than ten (10) days' prior notice of the date on which Borrower shall apply to the bankruptcy court for authority to reject such Lease. Lender shall have the right, but

not the obligation, to serve upon Borrower within such ten (10) day period a notice stating that (i) Lender demands that Borrower assume and assign the Lease to Lender pursuant to Section 365 of the Bankruptcy Code and (ii) Lender covenants to cure or provide adequate assurance of future performance under the Lease. If Lender serves upon Borrower the notice described in the preceding sentence, Borrower shall not seek to reject the Lease and shall comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after Lender's notice shall have been given, subject to the performance by Lender of the covenant provided for in clause (ii) of the preceding sentence.

ARTICLE 4

NO LIABILITY, FURTHER ASSURANCES

Section 4.1 No Liability of Lender. This Assignment shall not be construed to bind Lender to the performance of any of the covenants, conditions or provisions contained in any Lease or Lease Guaranty or otherwise impose any obligation upon Lender. Lender shall not be liable for any loss sustained by Borrower resulting from Lender's failure to let the Property after an Event of Default or from any other act or omission of Lender in managing the Property after an Event of Default unless such loss is caused by the gross negligence, willful misconduct or bad faith of Lender. Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Leases or any Lease Guaranties or under or by reason of this Assignment and Borrower shall indemnify the Indemnified Parties for, and hold the Indemnified Parties harmless from, any and all liability, loss or damage which may or might be incurred under the Leases, any Lease Guaranties or under or by reason of this Assignment and from any and all claims and demands whatsoever, including the defense of any such claims or demands which may be asserted against any the Indemnified Parties by reason of any alleged obligations and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases or any Lease Guaranties; provided, however, that Borrower shall not be required to indemnify or hold harmless Lender for any loss or damage to the extent resulting solely from the gross negligence, willful misconduct or bad faith of any Lender Indemnified Parties or from acts or omissions first occurring from and after the date that Lender acquires title to the Property following a foreclosure or assignment in lieu thereof. Should the Indemnified Parties incur any such liability, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured by this Assignment and by the Security Instrument and the other Loan Documents and Borrower shall reimburse such Indemnified Parties therefor immediately upon demand and upon the failure of Borrower so to do Lender may, at its option, declare all sums secured by this Assignment and by the Security Instrument and the other Loan Documents immediately due and payable. This Assignment shall not operate to place any obligation or liability 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 or any Lease Guaranties; nor shall it operate to make Lender responsible or liable for any waste committed on the Property by the tenants or any other parties, or for any dangerous or defective condition of the Property including, without limitation, the presence of any Hazardous Substances (as defined in the Environmental Indemnity), 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. The provisions of this Section 4.1 shall survive any payment or prepayment of the Loan and any foreclosure or satisfaction of the Security Instrument

Section 4.2 No Mortgagee In Possession. Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession" in the absence of the taking of actual possession of the Property by Lender. In the exercise of the powers herein granted Lender, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by Borrower.

Section 4.3 Further Assurances. Borrower will, at the cost of Borrower, and without expense to Lender, do, execute, acknowledge and deliver all and every such further acts, conveyances, assignments, notices of assignments, transfers and assurances as Lender shall, from time to time, require for the better assuring, conveying, assigning, transferring and confirming unto Lender the property and rights hereby assigned or intended now or hereafter so to be, or which Borrower may be or may hereafter become bound to convey or assign to Lender, or for carrying out the intention or facilitating the performance of the terms of this Assignment or for filing, registering or recording this Assignment and, on demand, will execute and deliver and hereby authorizes Lender to execute in the name of Borrower to the extent Lender may lawfully do so, one or more financing statements, chattel mortgages or comparable security instruments, to evidence more effectively the lien and security interest hereof in and upon the Leases.

ARTICLE 5

MISCELLANEOUS PROVISIONS

Section 5.1 Conflict of Terms. In case of any conflict between the terms of this Assignment and the terms of the Loan Agreement, the terms of the Loan Agreement shall prevail.

Section 5.2 No Oral Change. This Assignment and any provisions hereof may not be modified, amended, waived, extended, changed, discharged or terminated orally, or by any act or failure to act on the part of Borrower or Lender, but only by an agreement in writing signed by the party against whom the enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

Section 5.3 General Definitions. All capitalized terms not defined herein shall have the respective meanings set forth in the Loan Agreement. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Assignment may be used interchangeably in singular or plural form and the word "**Borrower**" shall mean "each Borrower and any subsequent owner or owners of the Property or any part thereof or interest therein," the word "**Lender**" shall mean "Lender and any subsequent holder of the Note, the word "**Note**" shall mean "the Note and any other evidence of indebtedness secured by the Loan Agreement," the word "**Property**" shall include any portion of the Property and any interest therein, the phrases "attorneys' fees", "legal fees" and "counsel fees" shall include any and all attorneys', paralegal and law clerk fees and disbursements, including, but not limited to, fees and disbursements at the pre trial, trial and appellate levels incurred or paid by Lender in protecting its interest in the Property, the Leases and the Rents and enforcing its rights hereunder; whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

Section 5.4 Inapplicable Provisions. If any provision of this Assignment is held to be illegal, invalid, or unenforceable under present or future laws effective during the terms of this Assignment, such provision shall be fully severable and this Assignment shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Assignment, and the remaining provisions of this Assignment shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Assignment, unless such continued effectiveness of this Assignment, as modified, would be contrary to the basic understandings and intentions of the parties as expressed herein.

Section 5.5 Governing Law. The governing law and related provisions contained in Section 15.4 of the Loan Agreement are hereby incorporated by reference as if fully set forth herein.

Section 5.6 Termination of Assignment. Upon payment in full of the Obligations, this Assignment shall become and be void and of no effect.

Section 5.7 Notices. All notices or other written communications hereunder shall be delivered in accordance with Section 15.5 of the Loan Agreement.

Section 5.8 Waiver of Trial by Jury. **BORROWER HEREBY, AND LENDER BY ACCEPTANCE HEREOF, EACH AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND FOREVER WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS ASSIGNMENT OR ANY OTHER LOAN DOCUMENT, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY BORROWER AND LENDER, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. EACH OF BORROWER AND LENDER IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY THE OTHER PARTY.**

Section 5.9 Exculpation. The provisions of Article 12 of the Loan Agreement are hereby incorporated by reference into this Assignment to the same extent and with the same force as if fully set forth herein.

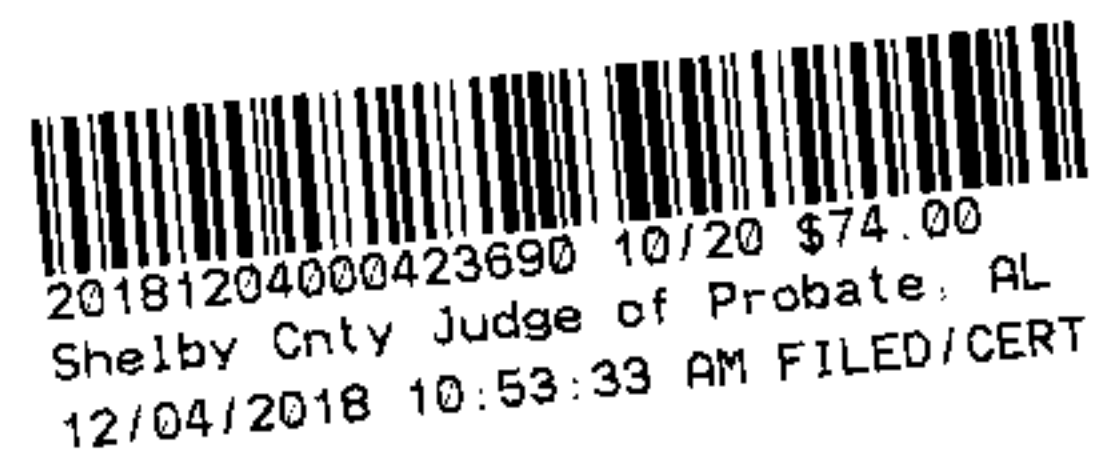
Section 5.10 Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of Borrower and Lender and their respective successors and permitted assigns forever. Lender shall have the right to sell, assign, pledge, participate, transfer or delegate, as applicable, to one or more Persons, all or any portion of its rights and obligations under this Assignment and the other Loan Documents in connection with any assignment of the Loan and the Loan Documents to any Person. Any assignee or transferee of Lender shall be entitled to all the benefits afforded to Lender under this Assignment. Borrower shall not have the right to assign, delegate or transfer its rights or obligations under this Assignment without the prior

written consent of Lender, as provided in the Loan Agreement, and any attempted assignment, delegation or transfer without such consent shall be null and void.

Section 5.11 Headings, Etc. The headings and captions of the various paragraphs of this Assignment are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

Section 5.12 Joint and Several. If more than one Person has executed this Assignment as "Borrower," the representations, covenants, warranties and obligations of all such Persons hereunder shall be joint and several.

[NO FURTHER TEXT ON THIS PAGE]



IN WITNESS WHEREOF, this Assignment has been executed by Borrower as of the day and year first above written.

BORROWER:

WG ALABAMA OLIVE LLC,
a Delaware limited liability company

By: _____

Name: Shraga F. Schorr

Title: Manager

ACKNOWLEDGMENT

STATE OF UT
COUNTY OF COCAIN

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that Shraga F. Schorr, whose name as Manager of WG Alabama Olive LLC, a Delaware 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 said instrument, he/she, as such officer of such limited liability company, and with full authority, executed the same voluntarily for and as the act of said limited liability company acting in its capacity as Manager of said limited liability company as of the date of this acknowledgment.

Given under my hand this 13th day of Nov, 2018.


Notary Public

(SEAL)

My Commission Expires:

JULIA A. WHEAT
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires 2.23.2021

[Signatures Continue on the Following Page]



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Shelby Cnty Judge of Probate, AL
12/04/2018 10:53:33 AM FILED/CERT

BORROWER:

WG ALABAMA STARKVILLE LLC,
a Delaware limited liability company

By: _____

Name: Shraga F. Schorr

Title: Manager

ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that Shraga F. Schorr, whose name as Manager of WG Alabama Starkville LLC, a Delaware 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 said instrument, he/she, as such officer of such limited liability company, and with full authority, executed the same voluntarily for and as the act of said limited liability company acting in its capacity as Manager of said limited liability company as of the date of this acknowledgment.

Given under my hand this 13th day of Nov, 2018.

Notary Public

(SEAL)

My Commission Expires: _____

JULIA A. WHEAT
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires 2.23.2021

[Signatures Continue on the Following Page]

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Shelby Cnty Judge of Probate, AL
12/04/2018 10:53:33 AM FILED/CERT

BORROWER:

WG ALABAMA GROVEWOOD LLC,
a Delaware limited liability company

By: _____

Name: Shraga F. Schorr

Title: Manager

ACKNOWLEDGMENT

STATE OF AL
COUNTY OF Shelby

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that Shraga F. Schorr, whose name as Manager of WG Alabama Grovewood LLC, a Delaware 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 said instrument, he/she, as such officer of such limited liability company, and with full authority, executed the same voluntarily for and as the act of said limited liability company acting in its capacity as Manager of said limited liability company as of the date of this acknowledgment.

Given under my hand this 13th day of Nov, 2018.

Notary Public

My Commission Expires: _____

(SEAL)

JULIA A. WHEAT
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires 2.23.2021

[Signatures Continue on the Following Page]

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Shelby Cnty Judge of Probate, AL
12/04/2018 10:53:33 AM FILED/CERT

BORROWER:

WG ALABAMA PORTFOLIO LLC,
a Delaware limited liability company

By: _____

Name: Shraga F. Schorr

Title: Manager

ACKNOWLEDGMENT

STATE OF NJ
COUNTY OF Ocean

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that Shraga F. Schorr, whose name as Manager of WG Alabama Portfolio LLC, a Delaware 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 said instrument, he/she, as such officer of such limited liability company, and with full authority, executed the same voluntarily for and as the act of said limited liability company acting in its capacity as Manager of said limited liability company as of the date of this acknowledgment.

Given under my hand this 13th day of Nov, 2018.

Notary Public

(SEAL)

My Commission Expires

JULIA A. WHEAT
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires 2.23.2021



20181204000423690 14/20 \$74.00
Shelby Cnty Judge of Probate, AL
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EXHIBIT A-1

LEGAL DESCRIPTION

Arlington Park

LOT 2B, BLOCK 2 OF A RESUBDIVISION OF LOT 2, BLOCK 2, ARLINGTON PARK SUBDIVISION, WHICH PLAT OF RESUBDIVISION APPEARS OF RECORD IN PLAT BOOK 29, AT PAGE 60, IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA, AND BEING PART OF THE NORTH 1/2 OF SECTION 20, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MADISON COUNTY, ALABAMA.

ALSO DESCRIBED AS:

LOT 2B, BLOCK 2 OF A RESUBDIVISION OF A PART OF LOT 1 OF A RESUBDIVISION OF LOT 2, MARY CLYDE WILSON PROPERTY, IN SECTION 20, TOWNSHIP 4 SOUTH, RANGE 2 WEST LYING NORTH OF ALABAMA HIGHWAY NO. 20, AND WEST OF SULLIVAN STREET, CITY OF MADISON, ALABAMA, AS RECORDED IN PLAT BOOK 14, PAGE 69 AND BEING A SUBDIVISION OF THE REAL ESTATE DESCRIBED IN DEED BOOK 672, BEGINNING AT PAGE 989, AND ALSO IN DEED BOOK 776, BEGINNING AT PAGE 1029, PROBATE RECORDS OF MADISON COUNTY, ALABAMA, WHICH REAL ESTATE IS DESIGNATED FOR INFORMATIONAL PURPOSES ONLY AS BLOCK 2 ON THE PLAT OF ARLINGTON PARK RECORDED IN PLAT BOOK 19, PAGES 8 AND 9.



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EXHIBIT A-2

LEGAL DESCRIPTION

Clear Springs

A PART OF THE SE 1/4 OF SECTION 26, TOWNSHIP 21 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE WHERE THE SOUTHEAST RIGHT OF WAY LINE OF ALABAMA HIGHWAY NO. 25 INTERSECTS THE WEST RIGHT OF WAY LINE OF EGG AND BUTTER ROAD THENCE SOUTH 49 DEGREES 59 MINUTES 02 SECONDS WEST 514.43 FEET ALONG THE SOUTHEAST RIGHT OF WAY LINE OF ALABAMA HIGHWAY NO. 25 TO A 1/2" REBAR FOUND WITH HOLLIS CAP AND THE POINT OF BEGINNING; THENCE SOUTH 29 DEGREES 40 MINUTES 13 SECONDS EAST 196.89 FEET TO A 1/2" REBAR FOUND WITH HOLLIS CAP; THENCE SOUTH 63 DEGREES 26 MINUTES 03 SECONDS WEST 40.00 FEET TO A 1/2" REBAR FOUND WITH HOLLIS CAP; THENCE SOUTH 26 DEGREES 33 MINUTES 57 SECONDS EAST 25.00 FEET TO A 1/2" REBAR FOUND WITH HOLLIS CAP; THENCE SOUTH 63 DEGREES 26 MINUTES 03 SECONDS WEST 72.13 FEET TO A 1/2" REBAR FOUND WITH HOLLIS CAP; THENCE SOUTH 00 DEGREES 45 MINUTES 19 SECONDS EAST 226.53 FEET TO A 1/2" REBAR FOUND WITH HOLLIS CAP; THENCE SOUTH 81 DEGREES 13 MINUTES 24 SECONDS EAST 8.34 FEET TO A 1/2" REBAR FOUND WITH HOLLIS CAP; THENCE SOUTH 15 DEGREES 59 MINUTES 44 SECONDS WEST 325.29 FEET TO AN IRON FOUND; THENCE NORTH 81 DEGREES 11 MINUTES 07 SECONDS WEST 186.66 FEET TO A 1/2" REBAR FOUND WITH HOLLIS CAP; THENCE NORTH 17 DEGREES 33 MINUTES 26 SECONDS WEST 448.99 FEET TO A 1/2" REBAR FOUND WITH HOLLIS CAP ON THE SOUTHEAST RIGHT OF WAY LINE OF ALABAMA HIGHWAY NO. 25; THENCE NORTH 49 DEGREES 59 MINUTES 02 SECONDS EAST 509.17 FEET ALONG SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

ALONG WITH THE PERPETUAL NON-EXCLUSIVE EASEMENT AND RIGHT OF WAY FOR DRAINAGE, UTILITIES, INCLUDING INSTALLATION, AND USE AND MAINTENANCE OF A SEWER DRAINAGE LINE DESCRIBED IN INSTRUMENT DATED OCTOBER 28, 1996, RECORDED OCTOBER 28, 1996, IN INSTRUMENT NO. 1996-35731 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA, AND CORRECTED AGREEMENT IN INSTRUMENT NO. 2000-39149, IN THE PROBATE RECORDS OF SHELBY COUNTY, ALABAMA.

ALONG WITH THOSE RIGHTS WHICH CONSTITUTE AN INTEREST IN REAL PROPERTY, AS CONTAINED IN THAT CERTAIN EASEMENT FOR DRAINAGE AND UTILITIES AS RECORDED IN INSTRUMENT NO. 2000-36573.



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EXHIBIT A-3

LEGAL DESCRIPTION

Plantation Garden

A PART OF THE NE1/4 OF THE NW1/4 OF SECTION 10, TOWNSHIP 7 SOUTH, RANGE 4 WEST, MORGAN COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID NE1/4 OF THE NW1/4; THENCE S2°06'00"W 720.29 FEET ALONG THE 1/4 MILE LINE TO THE POINT OF BEGINNING; THENCE S2°06'00"W 274.77 FEET ALONG SAID 1/4 MILE LINE; THENCE S89°05'19"E 540.88 FEET; THENCE N2°07'46"E 165.22 FEET; THENCE S89°04'14"E 81.82 FEET; THENCE N0°22'01"E 44.46 FEET; THENCE N52°28'16"E 150.33 FEET TO A POINT ON THE SOUTHWEST RIGHT OF WAY LINE OF SPARKMAN STREET, NW; THENCE N37°34'02"W 50.00 FEET ALONG SAID RIGHT OF WAY LINE; THENCE S52°28'09"W 150.25 FEET; THENCE N37°28'31"W 128.79 FEET; THENCE S71°17'10"W 272.71 FEET; THENCE N85°20'09"W 252.74 FEET TO THE POINT OF BEGINNING



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EXHIBIT A-4

LEGAL DESCRIPTION

River Valley

BEGINNING AT THE NORTHEAST CORNER OF THE SE1/4 OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 4 WEST, DECATUR, MORGAN COUNTY, ALABAMA, AND RUNNING THENCE N 88°55'42" W (ALABAMA STATE COORDINATE SYSTEM GRID BEARING) ALONG THE NORTH BOUNDARY OF THE SE1/4 OF SAID SECTION 6 A DISTANCE OF 205.00 FEET TO A POINT; THENCE S 00°28'39" W A DISTANCE OF 52.18 FEET TO AN IRON PIN ON THE SOUTH RIGHT OF WAY MARGIN OF CEDAR LAKE ROAD, S.W. AND THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE FROM THE TRUE POINT OF BEGINNING CONTINUE S 00°28'39" W A DISTANCE OF 101.37 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY MARGIN OF CENTRAL PARKWAY, S.W.; THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE WESTERLY RIGHT OF WAY MARGIN OF CENTRAL PARKWAY, S.W. AND ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1243.94 FEET, AN ARC DISTANCE OF 104.05 FEET (CHORD DISTANCE 104.02 FEET, CHORD BEARING S 24°11'16" W) TO AN IRON PIN; THENCE S 26°35'03" W ALONG THE WESTERLY RIGHT OF WAY MARGIN OF CENTRAL PARKWAY, S.W., A DISTANCE OF 68.90 FEET TO AN IRON PIN; THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE WESTERLY RIGHT OF WAY MARGIN OF CENTRAL PARKWAY, S.W. AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1356.93 FEET, AN ARC DISTANCE OF 118.02 FEET (CHORD DISTANCE OF 117.98 FEET, CHORD BEARING S 24°05'33" W) TO AN IRON PIN; THENCE N 88°55'42" W A DISTANCE OF 85.58 FEET TO AN IRON PIN; THENCE S 00°28'39" W A DISTANCE OF 32.16 FEET TO AN IRON PIN; THENCE N 88°55'42" W A DISTANCE OF 347.38 FEET TO AN IRON PIN ON THE EAST BOUNDARY OF FARMINGTON SUBDIVISION AS RECORDED IN THE MORGAN COUNTY PROBATE OFFICE IN PLAT BOOK 6, AT PAGE 59; THENCE N 00°53'15" E ALONG THE EAST BOUNDARY OF FARMINGTON SUBDIVISION A DISTANCE 400.00 FEET TO AN IRON PIN ON THE SOUTH RIGHT OF WAY MARGIN OF CEDAR LAKE ROAD, S.W.; THENCE S 88°55'28" E ALONG THE SOUTH RIGHT OF WAY MARGIN OF CEDAR LAKE ROAD S.W. A DISTANCE OF 549.52 FEET TO THE POINT OF BEGINNING, LYING AND BEING WITHIN THE SE1/4 OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 4 WEST, DECATUR, MORGAN COUNTY, ALABAMA, AND SUBJECT TO AN EASEMENT TWENTY (20.00) FEET WIDE FOR DRAINAGE, UTILITIES AND TELECOMMUNICATIONS PURPOSES EVENLY OFF THE EAST BOUNDARY OF THE TRACT.



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EXHIBIT A-5

LEGAL DESCRIPTION

Robertsdale Village

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 4 EAST, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 89 DEGREES, 58 MINUTES WEST FOR A DISTANCE OF 390.0 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH FOR A DISTANCE OF 575.32 FEET TO AN IRON PIN; THENCE RUN NORTH 89 DEGREES, 58 MINUTES WEST FOR A DISTANCE OF 348.20 FEET TO AN IRON PIN; THENCE RUN NORTH FOR A DISTANCE OF 575.32 FEET TO AN IRON PIN; THENCE RUN SOUTH 89 DEGREES, 58 MINUTES EAST FOR A DISTANCE OF 348.2 FEET TO THE POINT OF BEGINNING.



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EXHIBIT A-6

LEGAL DESCRIPTION

(Windscape)

Commence at the Northeast corner of the West One-half of the Northwest Quarter of Section 17, Township 3 South, Range 4 West, thence South 01 degrees 14 minutes 39 seconds West along the East boundary of the West One-Half of the Northwest Quarter of said Section 17 a distance of 2117.30 feet to a point, thence North 86 degrees 33 minutes 01 seconds West a distance of 22.75 feet to a set 5/8" rebar with cap stamped "Dunivant Engineering Co. CA-0044-LS" at the Northwest corner of Lot 249 of the Coleman Addition to the Town of Athens as recorded in Plat Book "A", Page 27, in the Office of the Judge of Probate of Limestone County, Alabama, said 5/8" rebar also being the Point of True Beginning of the tract herein described, Thence from the Point of True Beginning South 01 degrees 24 minutes 39 seconds West along the west boundary of said Lot 249 a distance of 132.00 feet to a set 5/8" rebar with cap stamped "Dunivant Engr. Co. CA-0044-LS" at the Northwest corner of Lot 250 of said Coleman Addition to the Town of Athens, Thence South 86 degrees 33 minutes 01 seconds East a distance of 310.00 feet to a set 5/8" rebar with cap stamped "Dunivant Engr. Co. CA-0044-LS" at the Northeast corner of said Lot 250, said 5/8" rebar also being on the west right-of-way of Levert Avenue, Thence South 01 degrees 18 minutes 50 seconds West along the west right-of-way of said Levert Avenue a distance of 395.91 feet to an existing 5/8" rebar at the Southeast corner of Lot 252 of said Coleman Addition to the Town of Athens, Thence North 86 degrees 35 minutes 21 seconds West along the south boundary of said Lot 252 and an extension thereof a distance of 953.01 feet to an existing 1/2" rebar, passing an existing 1/2" rebar at a distance of 318.68 feet, said 1/2" rebar also being 12.2 feet east of an existing iron pin with cap stamped "Stanfield Jackson & Assoc", Thence North 01 degrees 43 minutes 12 seconds East a distance of 528.00 feet to a set 5/8" rebar with cap stamped "Dunivant Engr. Co. CA-0044-LS", said 5/8" rebar also being 15.5 feet east of an existing 1/2" rebar, Thence South 86 degrees 35 minutes 21 seconds East a distance of 639.50 feet to the Point of True Beginning, passing an existing 1/2" rebar at a distance of 634.33 feet.

LESS AND EXCEPT:

A PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, T-3-S, R-4-W IN LIMESTONE COUNTY, AL AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING RAILROAD SPIKE AT THE SOUTHWEST CORNER OF SECTION 17, T-3-S, R-4-W, THENCE NORTH 01°15'43" EAST AND ALONG THE WEST BOUNDARY LINE OF SOUTHWEST CORNER OF SECTION 17 A DISTANCE OF 1346.29 FEET TO A POINT ON THE WEST BOUNDARY LINE OF SECTION 17; THEN SOUTH 85°45'10" EAST A DISTANCE OF 1449.72 FEET TO A CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF LOT 47, SOUTH VIEW MANOR ADDITION NO. 1; THENCE NORTH 01°27'26" EAST A DISTANCE OF 770.52 FEET TO A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF LOT 34, SOUTH VIEW MANOR ADDITION NO. 1; THENCE SOUTH 87°47'0" EAST A DISTANCE OF 135.04 FEET TO THE REQUIRED RIGHT-OF-WAY LINE OF LEVERT AVENUE; THENCE NORTH 01°04'13" EAST AND ALONG THE REQUIRED RIGHT-OF-WAY LINE OF LEVERT AVENUE A DISTANCE OF 549.25 FEET TO THE REQUIRED RIGHT-OF-WAY LINE OF LEVERT AVENUE, WHICH IS THE POINT OF BEGINNING; THENCE NORTH 01°04'13" EAST AND ALONG THE REQUIRED RIGHT-OF-WAY LINE OF LEVERT AVENUE A DISTANCE OF 369.15 FEET TO THE REQUIRED RIGHT-OF-WAY LINE OF LEVERT AVENUE; THENCE SOUTH 86°33'01" EAST AND ALONG THE GRANTOR'S PROPERTY LINE A DISTANCE OF 31.70 FEET TO THE PRESENT RIGHT-OF-WAY LINE OF LEVERT AVENUE; THENCE SOUTH 01°18'50" WEST AND ALONG THE PRESENT RIGHT-OF-WAY LINE OF LEVERT AVENUE A DISTANCE OF 395.91 FEET TO THE PRESENT RIGHT-OF-WAY LINE OF LEVERT AVENUE; THENCE NORTH 86°53'31" WEST AND ALONG THE GRANTOR'S PROPERTY LINE A DISTANCE OF 30.01 FEET TO THE POINT OF BEGINNING.