

ASSIGNMENT OF RENTS AND LEASES

The following terms shall have the meanings set forth below, as used in this instrument:

Effective Date: April 30, 2019

Lender: ServisFirst Bank

Lender's Notice Address: 2500 Woodcrest Place
Birmingham, AL 35209

Loan Amount: \$7,000,000.00

Mortgage: The Mortgage and Security Agreement executed by Owner in favor of Lender this date to further secure the Note (defined below).

Owner: Blackridge Partners, LLC; SB Dev. Corp.; SB Holding Corp.; NSH Corp.

Owner's Notice Address: Blackridge Partners, LLC
SB Dev. Corp.
SB Holding Corp.
NSH Corp.
3545 Market Street
Hoover, AL 35226

1. **BY THIS ASSIGNMENT**, the Owner, for value received, hereby assigns to the Lender all of Owner's right, title, privileges and interest which Owner has and may have in the leases, operating agreements, management agreements, concession agreements, licenses, and all similar agreements, now existing or hereafter made and affecting the real property described in Exhibit A attached hereto and incorporated herein by reference and the improvements and equipment thereon (collectively referred to as the "Property"), together with all extensions, renewals, modifications or replacements of said leases and agreements, and together with any and all guarantees of the obligations of the lessees and other obligors thereunder, whether now existing or hereafter executed, and all extensions and renewals of said guarantees. All said leases and all other said agreements described in this Paragraph 1, together with any and all guarantees, modifications, extensions and renewals thereof, are hereinafter collectively and severally referred to as the "Lease".

2. **OWNER'S PURPOSE** in making this assignment is to relinquish, convey, and assign to Lender Owner's right to collect and enjoy the rents, royalties, issues, profits, income and other benefits at any time accruing by virtue of the Lease (hereinafter called "Rents and Profits") as security for (i) payment of the outstanding indebtedness to Lender in connection with the Loan (as defined in the Mortgage) as evidenced by the Note (as defined in the Mortgage) payable to Lender, in the aggregate original principal sum equal to the Loan Amount, (ii) payment of all Other Indebtedness (as defined in the Mortgage), and (iii) performance of the Owner's obligations under the Mortgage, the other Loan Documents (as defined in the Mortgage) and the Other Indebtedness Instruments (as defined in the Mortgage).

3. **THE PARTIES INTEND** that this Assignment shall be a present, absolute and unconditional assignment and shall, immediately upon execution, give Lender the right to collect the Rents and Profits and to apply them in payment of the principal and interest and all other sums payable on the Note, as well as all other sums payable under the Loan Documents. However, Lender hereby grants

to Owner a license to collect, subject to the provisions set forth below and in the Loan Documents, the Rents and Profits as they respectively become due and to enforce the Lease, so long as there is no default by Owner in performance of the terms, covenants or provisions of the Note, the Loan Documents or this Assignment. Nothing contained herein, nor any collection of Rents and Profits by Lender or by a receiver, shall be construed to make Lender a "mortgagee-in-possession" of the Property so long as Lender has not itself entered into actual possession of the Property.

4. **UPON THE OCCURRENCE OF ANY DEFAULT** under the terms and conditions of the Note, the Mortgage, this Assignment or any of the other Loan Documents, this Assignment shall constitute a direction to and full authority to any and all obligors under the Lease and any guarantor of the Lease to pay all Rents and Profits to Lender without proof of the default relied upon. Owner hereby irrevocably authorizes any and all obligors under the Lease and any guarantor to rely upon and comply with any notice or demand by Lender for the payment to Lender of any Rents and Profits due or to become due. Any and all obligors under the Lease and any guarantor shall have no right or duty to inquire whether a default has actually occurred and Owner shall have no claim against any obligor under the Lease or any guarantor for any Rents and Profits paid by such obligor Lessee or such guarantor to Lender pursuant to Lender's demand or notice.

5. **OWNER WARRANTIES:**

- (a) that no default exists on the part of Owner under any Lease;
- (b) that no rent or other payment has been or will be collected under any Lease more than one month in advance;
- (c) that neither the Lease nor any interest therein has been previously or will be assigned or pledged by Owner; and
- (d) that no concession has been or will be granted to any Lessee in the form of a waiver, release, reduction, discount or other alteration of rent or other payment due or to become due.

All of the foregoing warranties shall be deemed to be reaffirmed on and as of the time of each Lease executed by Owner on the Property.

6. Owner agrees that nothing herein shall be construed to impose any liability or obligation on Lender under or with respect to the Lease. Owner does not delegate or assign to Lender, and Lender does not accept or assume any of the duties, obligations, or liabilities of Owner as provided in the Lease. Despite the present and absolute assignment by Owner to Lender of the Lease, Lender will not be required to perform any of the agreements or conditions contained in the Lease and nothing in this Agreement will impose any obligation upon Lender (including any liability under any covenant of quiet enjoyment as provided in the Lease). Owner retains and will perform all duties, obligations, and liabilities of Owner as provided in the Lease, provided that Lender, in the sole and absolute option of Lender may cure any default as provided in the Lease on behalf of Owner, and Owner will reimburse Lender on demand for all amounts paid and expended by Lender to cure the defaults of Owner as provided in the Lease.

7. This Assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of rents contained in the Loan Documents. Failure of the Lender to avail itself of any terms, covenants or conditions of this Assignment for any period of time or for any reason shall not constitute a waiver thereof.

8. Notwithstanding any future modification of the terms of the Loan Documents, this Assignment and the rights and benefits hereby assigned and granted shall continue in favor of Lender in accordance with the terms of this Assignment.

9. This Assignment shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto (including without limitation, in the case of Lender, any third parties now or hereafter acquiring any interest in the Note or any part thereof, whether by virtue of assignment, participation or otherwise). The words "Owner", "Lender", "obligor under the Lease", and "guarantor", wherever used herein, shall include the persons and entities named herein or in the Lease or any guaranty and designated as such and their respective heirs, legal representatives, successors, and assigns, provided that any action taken by the named Lender or any successor designated as such by an instrument recorded in the appropriate office of the County in which the Property is located referring to this Assignment shall be sufficient for all purposes notwithstanding that Lender may have theretofore assigned or participated any interest in the Note to a third party. All words and phrases shall be taken to include the singular or plural number, and the masculine, feminine, or neuter gender, as may fit the case.

10. Any change, amendment, modification, abridgement, cancellation, or discharge of this Assignment or any term or provision hereof shall be invalid without the written consent of Lender.

11. Upon payment to Lender of the full amount of all indebtedness and obligations secured hereby and by the Loan Documents, as evidenced by a recorded satisfaction or release of the Mortgage, Note, and guarantees, this Assignment shall be void and of no further effect.

12. All notices given hereunder shall be given in the manner set forth in the Mortgage.

13. If any provision hereof is determined to be illegal or unenforceable for any reason, the remaining provisions hereof shall not be affected thereby.

14. This Assignment shall be governed by and construed in accordance with the laws of the State of Alabama.

15. **WAIVER OF JURY TRIAL.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, OWNER HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING OUT OF OR IN ANY WAY PERTAINING OR RELATING TO THIS ASSIGNMENT OR THE OTHER LOAN DOCUMENTS, OR (B) IN ANY WAY CONNECTED WITH OR PERTAINING OR RELATED TO OR INCIDENTAL TO ANY DEALINGS OF THE PARTIES HERETO WITH RESPECT TO THIS ASSIGNMENT OR THE OTHER LOAN DOCUMENTS, OR IN CONNECTION WITH THE TRANSACTIONS RELATED THERETO OR CONTEMPLATED THEREBY OR THE EXERCISE OF EITHER PARTY'S RIGHTS AND REMEDIES THEREUNDER, IN ALL OF THE FOREGOING CASES WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. OWNER AGREES THAT LENDER MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED AGREEMENT OF OWNER IRREVOCABLY TO WAIVE ITS RIGHT TO TRIAL BY JURY, AND THAT ANY DISPUTE OR CONTROVERSY WHATSOEVER BETWEEN OWNER AND LENDER SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

IN WITNESS WHEREOF, this instrument has been executed by the undersigned under seal as of the Effective Date stated above.

“OWNER”

Blackridge Partners, LLC

By: SB Holding Corp.
Its: Managing Member

By: [Signature]
Name: Daryl Spears
Title: CFO

SB Holding Corp.


By: [Signature]
Name: Daryl Spears
Title: CFO

SB Dev. Corp.

By: [Signature]
Name: Daryl Spears
Title: CFO

NSH Corp.

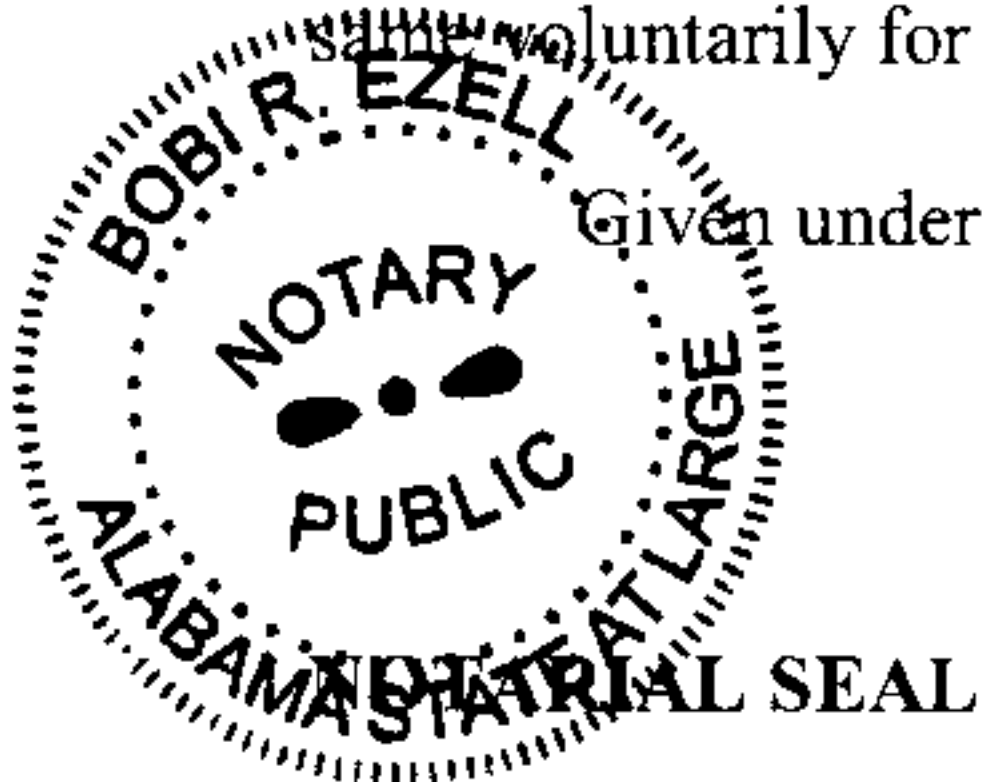
By: [Signature]
Name: Daryl Spears
Title: CFO


20190501000145820 4/9 \$41.00
Shelby Cnty Judge of Probate, AL
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STATE OF Alabama)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Daryl Spears whose name as the CFO of SB Holding Corp., an Alabama corporation, as member of **Blackridge Partners, 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, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation as member of said limited liability company.

Given under my hand this 30th day of April, 2019.

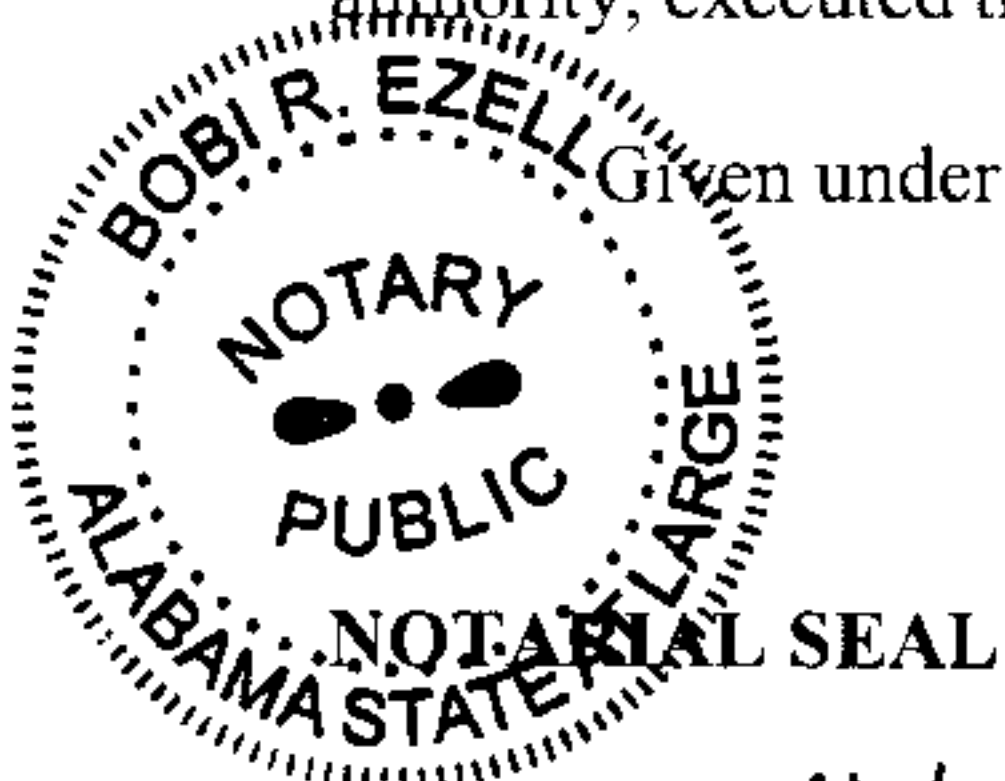


Bobi R. Ezell
Notary Public
My Commission Expires: MY COMMISSION EXPIRES JUNE 5, 2019

STATE OF Alabama)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Daryl Spears whose name as the CFO of **SB Holding Corp.**, an Alabama corporation, 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, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 30th day of April, 2019.

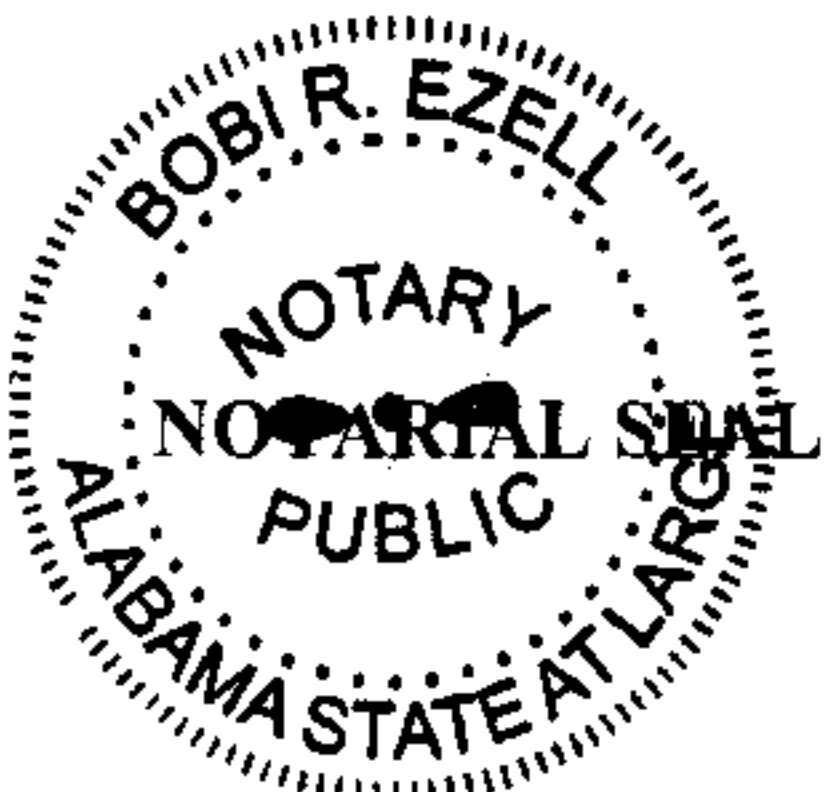


Bobi R. Ezell
Notary Public
My Commission Expires: MY COMMISSION EXPIRES JUNE 5, 2019

STATE OF Alabama)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Daryl Spears whose name as the CFO of **SB Dev. Corp.**, an Alabama corporation, 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, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 30th day of April, 2019.

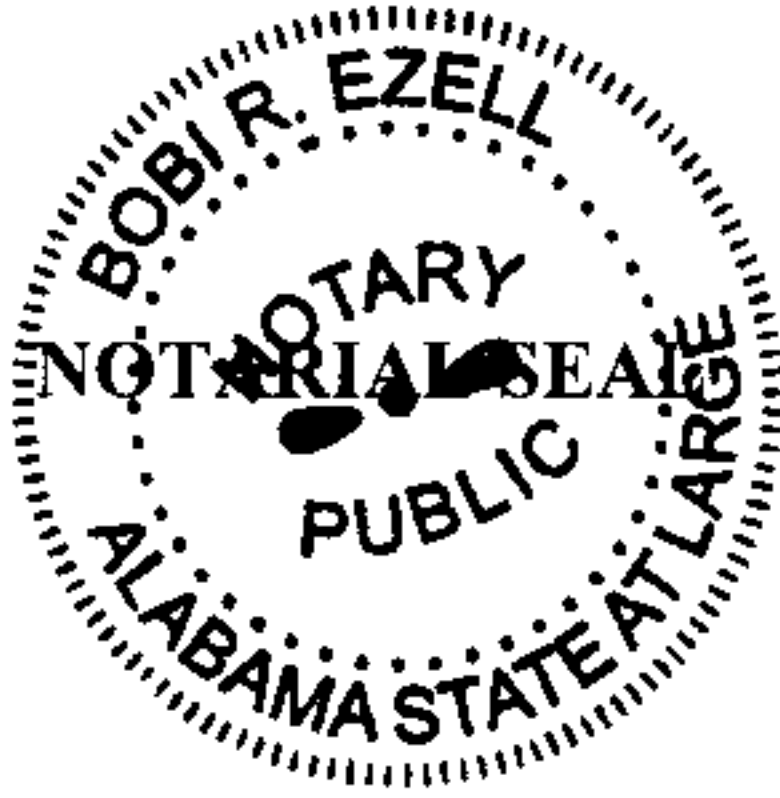


Bobi R. Ezell
Notary Public
My Commission Expires: MY COMMISSION EXPIRES JUNE 5, 2019

STATE OF Alabama)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Daryl Spears whose name as the CFO of **NSH Corp.**, an Alabama corporation, 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, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 30th day of April, 2019.



Bobi R. Ezell
Notary Public
My Commission Expires: _____

MY COMMISSION EXPIRES JUNE 5, 2019

THIS INSTRUMENT PREPARED BY:
James E. Vann, Esquire
Sirote & Permutt, P.C.
2311 Highland Avenue South
Birmingham, Alabama 35255

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Shelby Cnty Judge of Probate, AL
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EXHIBIT A

PARCEL I:


Commencing at a found 3" capped pipe marking the common corner to Sections 7, 8, 17 and 18, Township 20 South, Range 3 West, and thence running along the West Section line of said Section 17, S00°01'11"W for a distance of 2352.01' to the point of beginning of the land herein described:

Thence continuing along said Section Line, S00°00'02"E for a distance of 1325.96', thence run S00°00'34"E for a distance of 1326.72' to the Section corner common to Sections 17, 18, 19 and 20, T-20-S, R-3-W, thence along the South Section Line of said Section 18, run S89°57'22"W for a distance of 1312.39', thence run S00°10'27"W for a distance of 162.26' to a point on the Easterly riverbank of the Cahaba River, thence along said Riverbank in a general southerly direction for a distance of 642' more or less, thence departing said Riverbank, run S00°10'27"W for a distance of 568.37', thence run S89°56'37"W for a distance of 1102.92' to a point on the Easterly Right-of-Way line of Shelby County Road No. 52, thence along said Right-of-Way, run N34°24'51"W for a distance of 525.53', thence along a curve to the left, with a radius of 1950.08', an arc length of 694.50', and a chord bearing and distance of N44°37'01"W 690.84', thence run N54°45'22"W for a distance of 168.11', thence along a curve to the right, with a radius of 1233.57', an arc length of 516.98', and a chord bearing and distance of N42°44'59"W 513.21', thence run N30°44'37"W for a distance of 491.04', thence departing said Right-of-Way line, run N00°26'24"W for a distance of 594.35' to a point on the centerline of Highway No. 269, thence running along said centerline in a general Easterly direction for a distance of 686.00' more or less. Thence run N89°55'50"E for a distance of 167.83', thence continuing along said centerline in a general South and Easterly direction for a distance of 825.00' more or less, thence departing said road centerline, run S30°12'02"E for a distance of 50.38', thence run S30°12'02"E for a distance of 499.78', thence run N59°48'16"E for a distance of 903.36', thence run N00°00'00"W for a distance of 161.15' to a found 3" capped pipe, thence run N00°10'30"W for a distance of 2650.30' to a found 2" capped pipe, thence run N37°55'30"E for a distance of 2453.90', thence run N65°10'47"E for a distance of 583.39' to a point on the Westerly Right-of-Way line of CSX Railroad, thence along said Right-of-Way line run S17°11'33"W for a distance of 56.61', thence run S72°48'27"E for a distance of 50.00', thence run S17°11'33"W for a distance of 179.31', thence along a curve to the left, with a radius of 2741.49', an arc length of 243.12', and a chord bearing and distance of S14°39'08"W 243.04', thence with a compound curve to the left, with a radius of 1201.00', an arc length of 379.36', and a chord bearing and distance of S03°03'45"W 377.79', thence with a reverse curve to the right, with a radius of 266.48', an arc length of 13.28', and a chord bearing and distance of S06°18'12"E 13.28', thence with a reverse curve to the left, with a radius of 1201.00', an arc length of 914.80', and a chord bearing and distance of S28°26'28"E 892.85', thence with a compound curve to the left, with a radius of 2741.53', an arc length of 243.11' and a chord bearing and distance of S52°48'10"E 243.03', thence run S34°39'24"W for a distance of 25.00', thence run S55°20'36"E for a distance of 317.11' to a point on the Westerly Riverbank of the Cahaba River, thence departing said railroad Right-of-Way line, along the Westerly Riverbank of the Cahaba River Run 1621.00' more or less, thence departing said Riverbank, run N88°43'17"W for a distance of 954.79' to the point of beginning.

Containing 335.197 acres more or less.

PARCEL II:

Blackridge 201 Acre Parcel


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A parcel of land situated in the Northeast $\frac{1}{4}$ of Section 7, the West $\frac{1}{2}$ of Section 8, the and the South $\frac{1}{2}$ of Section 5, all in Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

COMMENCE at the Southwest Corner of Section 5, Township 20 South, Range 3 West, Shelby County, Alabama and run in an Easterly direction along the South-line of said Section for a distance of 128.27' to the point of intersection of said South-line and the Easterly right-of-way of the CSX railroad as shown on the CSX Val Map 06036, said point being the POINT OF BEGINNING; thence leaving said South-line of said Section, run along said CSX right-of-way for the following calls; thence run along a curve to the right with an arc length of 30.65', a radius of 2840.00', a chord bearing of N 27°32'09" W, and a chord length of 30.65'; thence run S 62°09'18" E for a distance of 25.00'; thence run along a curve to the right with an arc length of 94.33', a radius of 2815.00', a chord bearing of N 28°48'17" E, a chord length of 94.32'; thence run N 29°45'53" E for a distance of 1394.66'; thence leaving said right-of-way, run S 89°02'15" E for a distance of 1711.79'; thence run S 89°10'41" E for a distance of 665.94' to a point along the Westerly right-of-way of Blackridge Road as shown on the final plat of Blackridge Phase 1C, as recorded in Map Book 49, Page 62 A & B, in the Office of the Judge of Probate, Shelby County, Alabama; thence run along said right-of-way for the following calls; thence run S 28°40'42" W for a distance of 351.66'; thence run along a curve to the right with an arc length of 16.00', a radius of 975.00', a chord bearing of S 29°08'54" W, a chord length of 16.00'; thence run S 29°37'07" W for a distance of 595.91'; thence run along a curve to the left with an arc length of 30.03', a radius of 200.00', a chord bearing of S 25°19'01" W, a chord length of 30.00'; thence run S 21°00'55" W for a distance of 155.94'; thence run along a curve to the right with an arc length of 99.63', a radius of 175.00', a chord bearing of S 37°19'32" W, a chord length of 98.29'; thence run S 53°38'09" W for a distance of 99.17'; thence run along a curve to the left with an arc length of 87.15', a radius of 200.00', a chord bearing of S 41°09'06" W, a chord length of 86.47'; thence run S 28°40'04" W for a distance of 137.56'; thence run along a curve to the left with an arc length of 144.15', a radius of 200.00', a chord bearing of S 08°01'09" W, a chord length of 141.05'; thence run S 12°37'46" E for a distance of 33.17'; thence run along a curve to the right with an arc length of 85.59', a radius of 150.00', a chord bearing of S 03°43'02" W, a chord length of 84.43'; thence run S 20°03'49" W for a distance of 783.59'; thence run along a curve to the right with an arc length of 129.23', a radius of 975.00', a chord bearing of S 23°51'39" W, a chord length of 129.14'; thence run S 27°39'29" W for a distance of 508.91'; thence run along a curve to the left with an arc length of 134.47', a radius of 525.00', a chord bearing of S 20°19'13" W, a chord length of 134.10'; thence run S 12°58'57" W for a distance of 7.77'; thence run along a curve to the right with an arc length of 232.24', a radius of 475.00', a chord bearing of S 26°59'21" W, a chord length of 229.93'; thence run S 40°59'44" W for a distance of 477.56'; thence run along a curve to the left with an arc length of 209.13', a radius of 1025.00', a chord bearing of S 35°09'02" W, a chord length of 208.76'; thence run S 29°18'21" W for a distance of 562.72'; thence run along a curve to the left with an arc length of 402.21', a radius of 525.00', a chord bearing of S 07°21'30" W, a chord length of 392.44'; thence leaving said right-of-way, run S 75°24'39" W for a distance of 15.69' to the Easterly right-of-way of the previously described CSX railroad; thence run along said right-of-way for the following calls; thence run along a curve to the left with an arc length of 872.48', a radius of 1535.40', a chord bearing of N 31°51'17" W, a chord length of 860.79'; thence run a curve to the left with an arc length of 234.91', a radius of 7010.12', a chord bearing of N 49°05'37" W, a chord length of 234.90'; thence run N 50°03'13" W for a distance of 191.76'; thence run along a curve to the right with an arc length of 222.27', a radius of 1720.47', a chord bearing of N 46°21'09" W, a chord length of 222.11'; thence run along a curve to the right with an arc length of 50.25', a radius of 1057.89', a chord bearing of N 41°17'27" W, a chord length of 50.24'; thence run along a curve to the right with an arc length of 873.35', a radius of 1057.89', a chord bearing of N 16°16'47" W, a chord length of 848.76'; thence run along a curve to the right with an arc length of 62.18', a radius of 1720.45', a chord bearing of N 08°24'22" E, a chord length of 62.18'; thence run N 80°33'30" W for a distance of 50.00'; thence run along a curve to the right with an arc length of 164.74', a radius of 1770.46', a chord bearing of N 12°06'26" E, a chord length of 164.68'; thence run N 14°46'22" E for a distance of 564.47';

thence run along a curve to the right with an arc length of 632.27', a radius of 2950.00', a chord bearing of N 20°54'46" E, a chord length of 631.07' to the POINT OF BEGINNING.

Said parcel containing 201 acres, more or less.

