

## ASSIGNMENT OF RENTS AND LEASES

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

<b>Lender:</b>	<b>Trustmark National Bank</b>
<b>Lender's Notice Address:</b>	<b>1808 29<sup>th</sup> Avenue South Birmingham, Alabama 35209</b>
<b>Loan Amount:</b>	<b>\$4,874,300.00</b>
<b>Mortgage:</b>	<b>The Mortgage and Security Agreement executed by Owner in favor of Lender this date to further secure the Note (defined below).</b>
<b>Owner:</b>	<b>Blackridge Partners, LLC</b>
<b>Owner's Notice Address:</b>	<b>3545 Market Street – Ross Bridge Birmingham, Alabama 35226</b>

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 its 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;
- (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 document has been executed by the undersigned under seal as of the 31st day of January, 2020.

“OWNER”

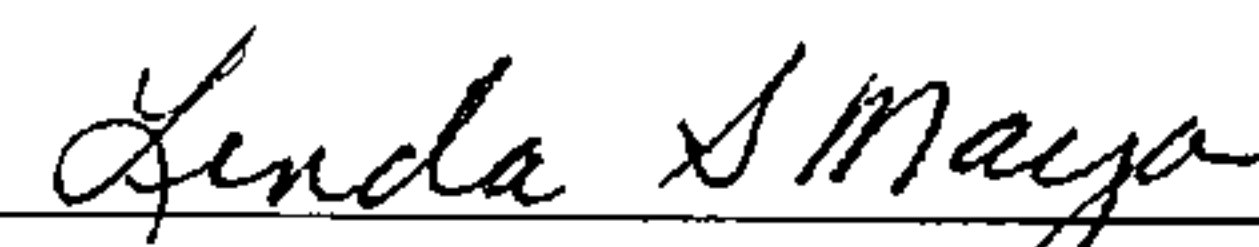
Blackridge Partners, LLC, an Alabama limited liability company

By:   
Name: J. Daryl Spears  
Title: Chief Financial Officer

STATE OF ALABAMA       )  
COUNTY OF JEFFERSON   )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **J. Daryl Spears** whose name as the Chief Financial Officer 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, he, as such Chief Financial Officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this 31<sup>st</sup> day of January, 2020.

  
Notary Public  
My Commission Expires: 04-18-2020

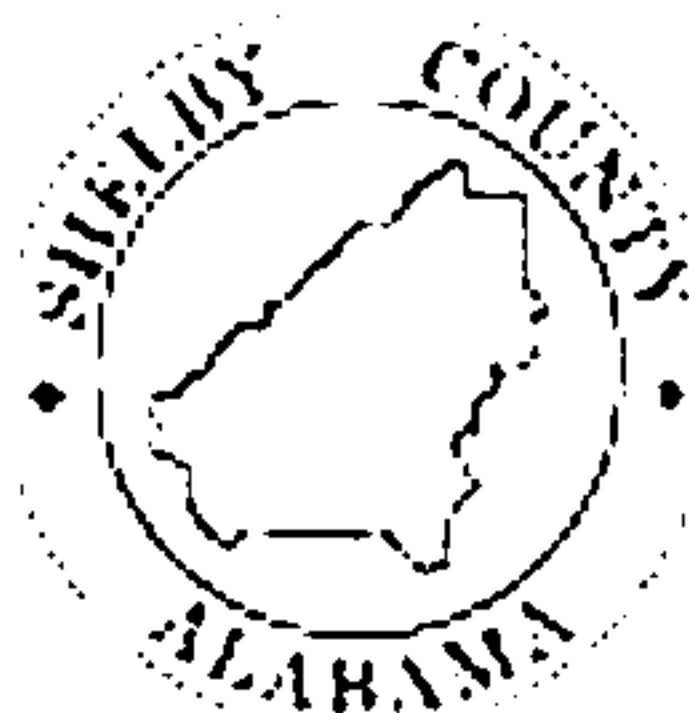
THIS INSTRUMENT PREPARED BY:  
Michael B. Odom  
McGlinchey Stafford PLLC  
505 20<sup>th</sup> Street North, Suite 800  
Birmingham, Alabama 35203  
(205) 725-6411

LINDA S MAYO  
Notary Public, Alabama State At Large  
My Commission Expires April 18, 2020

## EXHIBIT A

A parcel of land situated in the Southeast 1/4 of Section 5, and the Northeast 1/4 of Section 8, all situated in Township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

Commence at a 3 inch capped pipe at the Southeast corner of Section 5, Township 20 South, Range 3 West, Shelby County, Alabama and run N 1°05'03" W along the Eastern line of said Section for a distance of 517.96' to a point on the Southwestern boundary of the CSX railroad right-of-way on CSX Val Map 47-7, said point being the POINT OF BEGINNING; thence run along said right-of-way for the following calls; thence run N29°43'43"W for a distance of 233.89'; thence run N23°38'35"W for a distance of 240.17'; thence run N66°21'25"E for a distance of 150.86'; thence run N23°35'37"W for a distance of 358.62' to the Southeast corner of Common Area C-3 according to the survey of Blackridge Phase 1A, as recorded in Map Book 48, Page 83 A&B; thence leaving said right-of-way, run N89°04'51"W along the Southerly boundary of said common area for a distance of 121.14' to the Southeast corner of Lot 1 as shown on the survey of Blackridge Tower Lot, as recorded in Map Book 47, Page 27. In the Probate Office of Shelby County, Alabama; thence run N89°04'51"W along the Southerly boundary of said common area for a distance of 110.00' to the Southwest corner of said lot, said point being on the Southerly boundary of said Common Area C-3; thence run along the boundary of said Common Area C-3 for the following calls; thence run N89°04'51"W for a distance of 117.37'; thence run along a curve to the right with an arc length of 270.07', a radius of 975.00', a chord bearing of N02°14'21"E, and a chord length of 269.21'; thence run N10°10'29"E for a distance of 78.81'; thence run along a curve to the left with an arc length of 105.05', a radius of 275.00', a chord bearing of N00°46'06"W, and a chord length of 104.41' to a point along the Southerly right-of-way of Blackridge Road according to said survey; thence leaving said Common Area C-3 boundary, run along said right-of-way for the following calls; thence run S78°17'19"W for a distance of 50.00'; thence run along a curve to the left with an arc length of 64.91', a radius of 225.00', a chord bearing of N19°58'35"W, and a chord length of 64.69' to the Southeasterly corner of Common Area C-4 according to said survey; thence run along the Southeasterly boundary of said Common Area C-4 and Lots 1001 through 1012 of the same survey for the following calls; thence run S34°39'26"W for a distance of 417.04'; thence run S18°16'47"W for a distance of 130.29'; thence run S14°52'05"W for a distance of 340.11'; thence run S43°23'41"W for a distance of 366.58'; thence run S15°42'39"W for a distance of 88.31'; thence run S10°20'33"W for a distance of 120.57'; thence run S24°24'17"E for a distance of 103.02' to the Southeasterly corner of said Lot 1012; thence run S64°32'23"W for a distance of 150.07' along the Southeasterly boundary of said lot to the Easterly right-of-way of Blackridge Drive according to said survey; thence run along a curve to the right with an arc length of 335.30', a radius of 260.00', a chord bearing of S11°29'03"W, and a chord length of 312.54' to the Northerly corner of Lot 1016 according to said survey; thence leaving said right-of-way, run S41°34'16"E along the Northeasterly boundary of said lot for a distance of 150.00'; thence run along the rear boundary of Lots 1016 through 1027 of the same survey for the following calls; thence run S48°25'44"W for a distance of 47.15'; thence run S61°32'58"W for a distance of 229.60'; thence run S40°03'18"E for a distance of 360.80'; thence run along a curve to the right with an arc length of 336.09', a radius of 350.00', a chord bearing of S12°32'45"E, and a chord length of 323.32'; thence run S14°57'48"W for a distance of 296.89'; thence run along a curve to the left with an arc length of 205.80', a radius of 325.00', a chord bearing of S03°10'40"E, and a chord length of 202.38'; thence run S21°19'07"E for a distance of 146.63' to the Southeast corner of said Lot 1027; thence leaving said lot, run along a curve to the right with an arc length of 106.23', a radius of 200.00', a chord bearing of S63°49'15"E, and a chord length of 104.99'; thence run S88°54'21"E for a distance of 232.02'; thence run N16°26'25"E for a distance of 817.04'; thence run N26°12'25"E for a distance of 709.63'; thence run N10°03'31"E for a distance of 569.92'; thence run S80°48'45"E for a distance of 312.98' to the POINT OF BEGINNING.



Filed and Recorded  
 Official Public Records  
 Judge of Probate, Shelby County Alabama, County  
 Clerk  
 Shelby County, AL  
 02/13/2020 01:17:48 PM  
 \$34.00 CHERRY  
 20200213000060670

*Allen S. Beyle*