

This instrument prepared by  
and should be returned to:  
J. Corbitt Tate  
Balch & Bingham LLP  
1901 Sixth Avenue North, Suite 1500  
Birmingham, AL 35203

**STATE OF ALABAMA  
COUNTIES OF HOUSTON AND SHELBY**

This instrument provides additional security for indebtedness secured by a Mortgage recorded contemporaneously herewith and upon which the mortgage recordation privilege tax imposed by Alabama Code §40-22-2 has been paid.

**ASSIGNMENT OF LEASES AND RENTS**

**THIS ASSIGNMENT OF LEASES AND RENTS** (“Assignment”) is made this 25th day of May, 2020, by and from **MAYER PROPERTIES II, LLC**, an Alabama limited liability company, successor by conversion to Mayer Properties II, L.L.P., having principal offices at 3405 4th Avenue South, Birmingham, Alabama 35222 (“Assignor” and “Mortgagor” for purposes of recordation), to and for **TRUIST BANK**, a North Carolina banking corporation, having a branch office in Birmingham, Alabama and a mailing address of P.O. Box 1290, Whiteville, North Carolina 28472 (“Assignee” and “Grantee” for purposes of recordation).

Assignor is the sole owner of that certain real property located in the Counties of Houston and Shelby, State of Alabama described in **Exhibit A** attached hereto and by this reference incorporated herein and located at 1390 Columbia Highway, Dothan, Alabama and 2158 Highway 31 South, Pelham, Alabama (collectively, the “Property”), subject to that certain Mortgage of Real Estate, Security Agreement and Fixture Filing dated as of even date herewith, conveyed by Assignor to Assignee and recorded concurrently herewith in the Offices of the Judge of Probate of Houston County and Shelby County, (the “Mortgage”, as the same may be modified or supplemented from time to time).

For good and valuable consideration, Assignor hereby absolutely and unconditionally assigns, grants a continuing security interest in, sets over and transfers to Assignee all of Assignor’s rights, title, and interest in: (a) the income, rents (including, if applicable, all hotel room rents), receivables, security or similar deposits, revenues, issues, royalties, profits, earnings, products and proceeds from any and all of the Property (collectively, the “rents, issues and profits”) together with the right, power and authority to collect the same; (b) all leases, written or oral, now in existence or hereafter arising, all other agreements for the use and occupancy of all or any portion of the Property, and any and all extensions or renewals of any thereof, including without limitation the lease (the “Major Tenant Lease”) listed on **Exhibit B** hereto (each individually a “Lease” and collectively, the “Leases”), together with the right, power and authority of Assignor to alter, modify or change the terms thereof, or surrender, cancel or terminate the same; and (c) any and all guarantees of any obligations of any lessee (the “lessee”) under each of the Leases. **The assignment of the rents, issues and profits in this Assignment is a present, unconditional and absolute assignment from Assignor to Assignee made in connection with an obligation secured by the Property, and not merely the passing of a security interest. Immediately upon the execution hereof, this Assignment gives Assignee the right to receive and collect the rents, issues and profits and to apply them to the payment of the sums secured hereby.**

This Assignment is made for the purpose of securing:

A. Payment of the principal amount, interest and indebtedness evidenced by the following promissory notes: (i) a certain promissory note (including any amendments, extensions, renewals, restatements or substitutions thereof, collectively the “Bay Pine Note”), in the original aggregate principal amount of NINETEEN MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$19,500,000.00) made by Bay Pine Property Management, LLC, a Delaware limited liability company (“Bay Pine”) payable to the order of Assignee dated as of even date herewith; (ii) a certain promissory note (including any amendments, extensions, renewals, restatements or substitutions thereof, collectively the “G4 Note”), in the original aggregate principal amount of NINE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$9,500,000.00) made by G4 Real Estate, LLC, an Alabama limited liability company (“G4”) payable to the order of Assignee dated as of even date herewith; and (iii) a certain promissory note (including any amendments, extensions, renewals, restatements or substitutions thereof, collectively the “Six-C Note” and together with the Bay Pine Note and the G4 Note, the “Notes” and each a “Note”), in the original aggregate principal amount of TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) made by Six-C, L.L.C., an Alabama limited liability company (“Six-C” and together with Bay Pine and G4, the “Borrowers” and each a “Borrower”) payable to the order of Assignee dated as of even date herewith.

B. Payment of all other sums due and payable to Assignee under the provisions of this Assignment, the Notes and any loan agreement, security agreement, financing statement, deed of trust, mortgage security deed, assignment of leases and rents, pledge agreement, guaranty agreement, application and agreement for letters of credit, business credit card agreement, and all other documents, certificates and instruments executed in connection with any Note, and all renewals, extensions, modifications, substitutions, and restatements thereof and therefor (the "Loan Documents"), and all obligations, debts, liabilities and all other indebtedness plus interest thereon, of Assignor or any Borrower to Assignee, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Notes, whether voluntary or otherwise, including without limitation (i) repayment and reimbursement of any draft or drawing paid by Assignee under any commercial or standby letter of credit issued by Assignee on the account of Assignor or any Borrower; (ii) all indebtedness and obligations of Assignor or any Borrower to Assignee (or an affiliate of Assignee) under any interest rate swap transactions, interest rate cap and/or floor transactions, interest rate collar transactions, swap agreements (as defined in 11.U.S.C. § 101) or other similar transactions or agreements, including without limitation any ISDA Master Agreement executed by Assignor or any Borrower and all Schedules and Confirmations entered into in connection therewith, hereinafter collectively referred to as a "Hedge Agreement," the terms of which are incorporated herein by reference; and (iii) all costs and expenses incurred by Assignee in connection with the maintenance or preservation of the Property or collection of the rents, issues and profits.

C. The performance and discharge of each and every obligation, covenant and agreement of Assignor or any Borrower contained herein or in any Loan Document, or in any other obligation of Assignor or any Borrower to Assignee, and all costs of collection including reasonable attorneys' fees as provided in the Notes, the Hedge Agreement or other Loan Documents.

D. All sums owed to Assignee for outstanding amounts advanced under any business credit cards issued to the designated employees of Assignor.

E. In addition to the Notes, this Assignment secures all future advances made by Assignee to Assignor or any Borrower whether or not such advances are obligatory. Specifically, and without limitation, this Assignment secures, in addition to the amounts specified in the Notes, all future amounts Assignee in its discretion may lend to Assignor or any Borrower, together with interest thereon.

The indebtedness and obligations described in A, B, C, D and E above are collectively referred to herein as the "Indebtedness."

This Assignment is made on the following additional terms, representations, warranties, covenants and conditions:

**1. WARRANTIES OF ASSIGNOR.** Assignor warrants to Assignee that (a) Assignor has the full right, power and authority to enter into this Assignment; (b) Assignor is the sole owner of the entire interest, as lessor, in the Leases; (c) the Leases are valid and enforceable and have not been altered, modified or amended in any manner whatsoever except as previously disclosed in writing to Assignee; (d) no lessee named therein is in default under any of the terms, covenants or conditions thereof; (e) no rent reserved in any Lease has been assigned or anticipated; (f) no rent for any period subsequent to the date of this Assignment has been collected more than one month in advance of the time when the same became due under the terms of any Lease; (g) Assignor has full right and title to assign and convey the Leases and all rents, issues and profits thereunder; (h) Assignor is entitled to receive the rents, issues and profits free and clear of all rights, loans, liens, encumbrances and claims except as disclosed to and accepted by Assignee in writing; and (i) no other assignment of any interest in the Leases or the rents, issues and profits has been made.

**2. COVENANTS OF ASSIGNOR.** Assignor covenants and agrees with Assignee (a) to observe and perform all obligations imposed on lessor under the Leases; (b) to give prompt notice to Assignee of any notice of default under any Leases received or given by Assignor together with a complete copy of any such notice; (c) at the sole cost and expense of Assignor, to enforce, short of termination of any Lease, the performance or observance of each and every covenant and condition thereof by all parties thereto; (d) not to do or permit to be done anything to impair the security of any Lease; (e) not to pay or collect any of the rents, issues and profits arising or accruing under the Leases or from the Property in advance of the time when the same shall become due; (f) not to execute any other assignment of interest in the Leases or assignment of rents, issues and profits arising or accruing from the Leases or from the Property; (g) not to subordinate any Lease to any other encumbrance or permit, consent or agree to such subordination without Assignee's prior written consent; (h) not to alter, modify or change the terms of any Lease or give any consent or exercise any option required or permitted by such terms without the prior written consent of Assignee; (i) not to cancel or terminate any Lease or accept a surrender thereof or convey or transfer or suffer or permit a conveyance or transfer of the leased premises thereby or of any interest therein so as to effect, directly or indirectly, a merger of the estates and rights of, or a termination or diminution of the obligations of, any party thereunder; (j) not to alter, modify or change the terms of any guaranty of any Lease or cancel or terminate such guaranty without the prior written consent of Assignee; (k) not to consent to any assignment of or subletting under any Lease, whether or not in accordance with its terms, without the prior written consent of Assignee; and (l) at Assignee's request, to assign and transfer to Assignee any and all subsequent leases upon all or any part of the Property and to execute and deliver at the request of Assignee all such further assurances and assignments in the Property as Assignee shall from time to time require.

**3. RIGHT TO RECEIVE AND COLLECT RENTS.** At any time and for any reason Assignee shall have the right to collect and receive at the time of, but not prior to, the date provided for the payment thereof, all rents, issues and profits arising under the Leases, whether or not any event of default has occurred under the Indebtedness. However, upon the occurrence and during the continuance of an Event of Default, Assignee may, at its option, collect all rents, issues and profits arising from the Leases. In connection with the right to receive and collect rents, issues and profits, Assignee is hereby given and granted the following rights, powers and authority:



(a) Assignee may send notices to any and all lessees of the Property advising them of this Assignment and directing all rents, issues and profits be paid directly to Assignee or its agents.

(b) Assignee may enter upon and take possession of the Property; demand, collect and receive from lessees or from any other persons liable therefor, all of the rents, issues and profits; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceeds as may be necessary to recover possession of the Property; and collect the rents, issues and profits and remove any lessee or other persons from the Property.

(c) Assignee may enter upon the Property and maintain same and keep the same in repair and pay all costs associated therewith.

(d) Assignee may do any and all things and acts with respect to the Property as Assignee deems appropriate and act exclusively and solely in place and state of Assignor and shall have all the powers of Assignor in dealing with the Property.

**4. APPLICATION OF RENTS.** All costs and expenses incurred by Assignee in connection with the Property shall be for the account of Assignor and Assignee may pay such costs and expenses from the rents, issues and profits. Assignee, in its sole discretion shall determine the application of any and all rents, issues and profits received by it; however, any such rents, issues and profits received by Assignee which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Assignee under this Assignment and not reimbursed from the rents, issues and profits shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the rate specified in the Notes from the date of expenditure until paid.

**5. FULL PERFORMANCE.** Upon payment and performance in full of the Indebtedness, this Assignment shall become and be void and of no effect, but the affidavit, certificate, letter or statement of any officer, agent or attorney of Assignee showing any part of the Indebtedness to remain unpaid or unperformed shall be and constitute conclusive evidence of the validity, effectiveness, and continuing force of this Assignment and any person may, and is hereby authorized to, rely thereon. Assignor, as the lessor under any Lease, hereby authorizes and directs the lessee named in any such Lease or any other or future lessee or occupant of the Property described therein, upon receipt from Assignee of written notice that Assignee is then the holder of the Notes or any other evidence of the Indebtedness to pay over to Assignee all rents, issues and profits arising or accruing under such Leases or from the Property and to continue so to do until otherwise notified by Assignee.

**6. CONDEMNATION AWARDS.** Assignor hereby assigns to Assignee any portion of an award payable by reason of condemnation action under the right of eminent domain, and directs that such award shall be paid directly to Assignee.

**7. EVENTS OF DEFAULT.** Each of the following, at Assignee's option, shall constitute an event of default under this Assignment ("Event of Default"):

- (a) Failure of any Borrower or any other obligor to make any payment when due under the Indebtedness;
- (b) Failure of any party to comply with or to perform any term, obligation, covenant or condition contained in this Assignment or in any of the Loan Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Assignee and any Borrower or Assignor;
- (c) Failure to make any payment for taxes or insurance when due, or any other payment necessary to prevent filing of or to effect discharge of any lien on the Property;
- (d) Default by Assignor, any Borrower or any guarantor under any loan, extension of credit, security agreement, guaranty agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Assignor's, any Borrower's or any guarantor's property or ability to perform their respective obligations under this Assignment or the Loan Documents;
- (e) Failure of any party to the Loan Documents to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property;
- (f) Any warranty, representation or statement made under the Loan Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter; or
- (g) Termination or expiration of the Major Tenant Lease for which Assignor has not provided acceptable evidence that the Major Tenant Lease has been renewed; or
- (h) The occurrence of any event of default under any Loan Document.

**8. RIGHTS AND REMEDIES.** Without limiting or restricting any rights of Assignee granted under this Assignment, upon the occurrence of any Event of Default and at any time thereafter, Assignee may exercise any one or more of the following rights and remedies, in addition to any other rights and remedies provided by law:

- (a) Assignee shall have the right at its option without notice to Assignor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that would be required to be paid.

(b) With or without taking possession of such Property in its own name, Assignee may demand, sue for or otherwise collect and receive all rents, issues and profits of the Property, including those past due and unpaid and apply the proceeds as provided herein. In furtherance of this right, Assignee shall have all the rights provided for in Section 3. Assignor irrevocably appoints Assignee its true and lawful attorney-in-fact, which shall constitute a power coupled with an interest by virtue of this Assignment and is irrevocable so long as any part of the sums secured hereby are outstanding to endorse instruments received in payment of rents, issues and profits in the name of Assignor and to negotiate the same and collect the proceeds.

(c) Assignee shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the rents, issues and profits from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Employment by Assignee shall not disqualify a person from serving as receiver.

(d) Assignee shall have all other rights and remedies provided in this Assignment, in any Loan Document or by applicable law. To the extent permitted by applicable law, election by Assignee to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Assignor under this Assignment shall not impair Assignee's right to declare a default and exercise its remedies.

**9. GOVERNING LAW.** This Assignment is made, executed and delivered in the State of Alabama and shall be governed by the laws of the State of Alabama. Each provision of this Assignment shall be interpreted in such a manner as to be effective and valid under the applicable law, but if any provision hereof shall be prohibited by or invalid under the applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Assignment. In case of any conflict between the terms of this instrument and the terms of the Mortgage, the terms of this Assignment shall control as to the matters set forth in this Assignment.

**10. CHOICE OF VENUE.** Any legal action with respect to the Indebtedness or this Assignment may be brought in the courts of the State of Alabama or in the appropriate United States District Court situated in the State of Alabama, and Assignee hereby accepts and unconditionally submits to the jurisdiction of such courts. Assignor hereby waives any objection to the laying of venue based on the grounds of forum non conveniens with respect thereto.

**11. WAIVER OF JURY TRIAL. ASSIGNOR HEREBY WAIVES THE RIGHT TO TRIAL BY JURY OF ANY MATTERS OR CLAIMS ARISING OUT OF THIS ASSIGNMENT OR ANY OF THE LOAN DOCUMENTS EXECUTED IN CONNECTION HERewith OR OUT OF THE CONDUCT OF THE RELATIONSHIP BETWEEN ASSIGNOR AND ASSIGNEE, IN EACH CASE WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE. ASSIGNOR AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ASSIGNEE MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF ASSIGNOR TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR ASSIGNEE TO MAKE THE LOANS AND ENTER INTO THIS ASSIGNMENT. ASSIGNOR ACKNOWLEDGES THAT IT HAS HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL REGARDING THIS SECTION, THAT IT FULLY UNDERSTANDS ITS TERMS, CONTENT AND EFFECT, AND THAT IT VOLUNTARILY AND KNOWINGLY AGREES TO THE TERMS OF THIS SECTION. FURTHER, ASSIGNOR HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF ASSIGNEE, NOR ASSIGNEE'S COUNSEL, HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT ASSIGNEE WOULD NOT SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. NO REPRESENTATIVE OR AGENT OF ASSIGNEE, NOR ASSIGNEE'S COUNSEL, HAS THE AUTHORITY TO WAIVE, CONDITION OR MODIFY THIS PROVISION.**

**12. ATTORNEYS' FEES; EXPENSES.** Assignor shall upon demand pay all reasonable attorneys' fees and all expenses incurred by Assignee in connection with the collection of the Indebtedness; the enforcement of the provisions of this Assignment or the Loan Documents; or any suit or legal proceeding (including any proceeding conducted before any United States Bankruptcy Court) concerning the Property, the lien of this Assignment, the Indebtedness or compliance by Assignor or any Borrower with any of the provisions of this Assignment or the Loan Documents. Assignor shall be liable for such attorneys' fees and expenses whether or not any suit or proceeding is commenced. Such fees and expenses shall become a part of the Indebtedness and shall bear interest at the rate set forth in the Notes from the date of expenditure until repaid. Expenses covered by this Section, subject to any limits under applicable law, shall include, without limitation, legal expenses, court cost, cost of appeals, post-judgment collection services and the cost of searching records, title reports (including foreclosure reports), surveyors' reports, environmental reports, appraisal fees, and title insurance.

**13. RIGHT OF ASSIGNMENT BY ASSIGNEE.** Assignee shall have the right to assign Assignor's right, title and interest in the Leases to any subsequent holder of the Mortgage subject to the provisions of this Assignment, and to assign the same to any person acquiring title to the Property through foreclosure or otherwise. After Assignor has been barred and foreclosed of all right, title and interest and equity of redemption in the Property, no assignee of Assignor's interest in the Leases shall be liable to account to Assignor for the rents, issues and profits thereafter accruing.

**14. NON-WAIVER BY ASSIGNEE.** Assignee shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Assignee. No delay or omission on the part of Assignee in exercising any right shall operate as a waiver of such right or any other right. A waiver by Assignee of a provision of this Assignment shall not prejudice or constitute a waiver of Assignee's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Assignee, nor any course of dealing between



Assignee and Assignor, shall constitute a waiver of any of Assignee's rights or of any of Assignor's obligations as to any future transactions. Whenever the consent of Assignee is required under this Assignment, the decision as to whether or not to consent or approve shall be in the sole and exclusive discretion of Assignee and Assignee's decision shall be final and conclusive and the granting of such consent by Assignee in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Assignee. Assignee may take or release other security for the payment of the Indebtedness, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the satisfaction of the Indebtedness without prejudice to any of its rights under this Assignment.

**15. NO LIABILITY AND NO OBLIGATION OF ASSIGNEE.** Assignee shall not be liable for any loss sustained by Assignor resulting from any act or omission of Assignee or from managing the Property unless such loss is caused by the willful misconduct or gross negligence of Assignee. Assignee shall not be obligated to perform or discharge, nor does Assignee hereby undertake to perform or discharge, any obligation, duty or liability under any Lease or under or by reason of this Assignment. Assignor shall, and does hereby agree, to indemnify Assignee for, and to hold Assignee harmless from, any and all liability, loss or damage which may or might be incurred under any Lease or under or by any reason of this Assignment, and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any Lease. Should Assignee incur any such liability under any Lease or under or by reason of this Assignment or in defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees shall be secured hereby and Assignor shall reimburse Assignee therefor immediately upon demand, and upon the failure of Assignor to do so, such sums shall accrue interest at the rate set forth in the Notes and Assignee may, at its option, declare the Indebtedness immediately due and payable. This Assignment shall not operate to place responsibility for the control, care, management or repair of the Property or any portion thereof upon Assignee, nor for the carrying out of any of the terms and conditions of any Lease; nor shall it operate to make Assignee responsible or liable for any waste committed on the Property by any parties, or for any dangerous or defective condition of the Property or any portion thereof or for any negligence of Assignor or its agents in the management, upkeep, repair or control of the Property or any portion thereof resulting in loss or injury or death to any lessee, licensee, employee or stranger.

**16. NOTICES.** Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class or certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Assignor agrees to keep Assignee informed at all times of Assignor's current address. Unless otherwise provided or required by law, if there is more than one Assignor, any notice given by Assignee to any Assignor is deemed to be notice given to all Assignors.

**17. SEVERABILITY.** If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

**18. MISCELLANEOUS.** The captions and headings of the Sections herein are for convenience only and shall not be used to interpret or define any provision. All remedies provided herein are distinct and cumulative to any other right or remedy under this Assignment or afforded by law or equity, and may be exercised concurrently, independently or successively. Whenever used, the singular shall include the plural, and the plural the singular, and the use of any gender shall be applicable to all genders. This Assignment, together with the covenants and warranties herein contained, shall inure to the benefit of Assignee and any subsequent holder of the Notes and the Mortgage and shall be binding upon Assignor, its successors and assigns and any subsequent owner of the Property. If ownership of the Property becomes vested in a person other than Assignor, Assignee, without notice to Assignor, may deal with Assignor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Assignor from the obligations of this Assignment or liability under the Indebtedness. The relationship between Assignor and Assignee created by this Assignment is strictly a debtor and creditor relationship and not fiduciary in nature, nor is the relationship to be construed as creating any partnership or joint venture between Assignee and Assignor. This Assignment, together with any Loan Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment. Time is of the essence in the performance of this Assignment.

[Remainder of page intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, Assignor, on the day and year first written above, has caused this Assignment to be executed by its duly authorized officer or representative under seal. This Assignment is and shall constitute and have the effect of a sealed instrument according to law.

ASSIGNOR:

**MAYER PROPERTIES II, LLC,**  
an Alabama limited liability company

By: Bay Pine Property Management, LLC,  
a Delaware limited liability company,  
its Manager

By: Charles A. Collat, Jr. (SEAL)  
Charles A. Collat, Jr., its Manager

By: Nancy C. Goedecke (SEAL)  
Nancy C. Goedecke, its Manager

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Charles A. Collat, Jr., whose name as Manager of Bay Pine Property Management, LLC, a Delaware limited liability company, Manager of **Mayer Properties II, 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 manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.



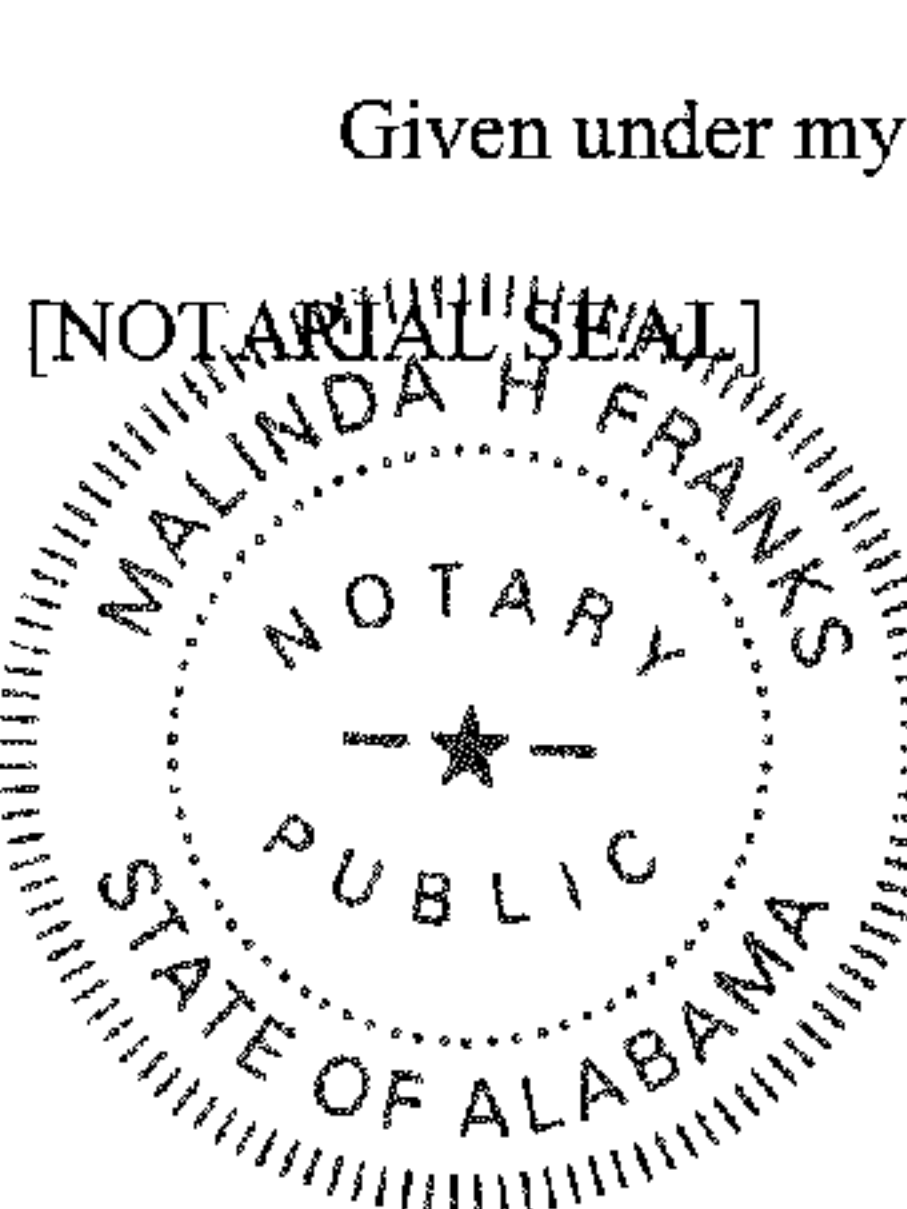
Given under my hand this 27 day of May, 2020.

Malinda H. Franks  
Notary Public

My commission expires: July 14, 2020

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Nancy C. Goedecke whose name as Manager of Bay Pine Property Management, LLC, a Delaware limited liability company, Manager of **Mayer Properties II, 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, she, as such manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.



Given under my hand this 27 day of May, 2020.

Malinda H. Franks  
Notary Public

My commission expires: July 14, 2021

**Real Property**

**Tract A (Houston County, Property)**

The following real property situated in Houston County, Alabama:

**PARCEL I:**

A lot or parcel of land in the City of Dothan, Houston County, Alabama, and being more particularly described as follows:

COMMENCING at the Southeast corner of the Northwest 1/4 of the Southeast 1/4 of Section 19, Township 3 North, Range 27 East; thence North 01 degrees 34 minutes 57 seconds East a distance of 618.14 feet to a set iron pin (SIP) and the POINT OF BEGINNING (P.O.B.); thence North 88 degrees 42 minutes 48 seconds West a distance of 262.83 feet to a set iron pin; thence North 00 degrees 05 minutes 49 seconds West a distance of 844.32 feet to a set iron pin on the South right of way of Columbia Highway (80' right of way); thence along said South right of way bearing South 75 degrees 25 minutes 00 seconds East a distance of 76.69 feet to a set iron pin; thence along said South right of way bearing S 81 degrees 43 minutes 50 seconds East a distance of 209.06 feet to a set iron pin; thence depart said South right of way bearing South 00 degrees 31 minutes 50 seconds West a distance of 283.60 feet to an existing iron pin (5/8" Pipe); thence South 01 degrees 34 minutes 57 seconds West a distance of 517.45 feet to the POINT OF BEGINNING. Said land being located in the Northwest 1/4 of the Southeast 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 19, Township 3 North, Range 27 East.

**PARCEL II:**

Together with those beneficial rights as set out in Ingress-Egress Easement and Maintenance agreement recorded in Deed Book 690, Page 28.

Situated in Houston County, Alabama.

**Tract B (Shelby County, Property)**

The following real property situated in Shelby County, Alabama:

Lots 5 and 6 Block 1, Part of Lot-1 Block 3 and part of vacated Sonya Lane according to the Eckmann Subdivision as recorded in Map Book 3, Page 144 in the Probate Office Shelby County, Alabama being more particularly described as follows:

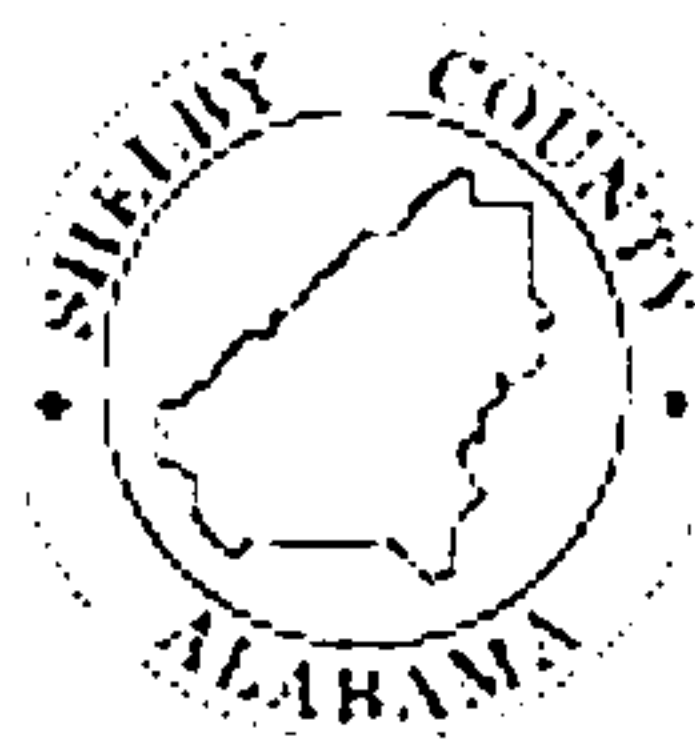
Begin at the most Southerly corner of Lot 5 Block 1 of the Eckmann Subdivision; thence run in a Northwesterly direction along the Southwesterly line of Block One of said Eckmann Subdivision and its extension Northwesterly for a distance of 434.72 feet; thence turn an angle to the right of 89 degrees 59 minutes 5 seconds and run in a Northeasterly direction for a distance 202.21 feet to a point on the Southwesterly right of way line of U.S. Highway No. 31 South; thence turn an angle to the right of 90 degrees 0 minutes 57 seconds and run in a Southeasterly direction along the Southwesterly right of way line of U.S. Highway No. 31 South for a distance of 419.46 feet to the Southeast corner of Lot 5 Block 1 Eckmann Subdivision; thence turn an angle to the right of 85 degrees 40 minutes 1 seconds and run in a Southwesterly direction along the Southeasterly line of said Lot 5 for a distance of 202.78 feet to the point of beginning.

Situated in Shelby County, Alabama.

**EXHIBIT B**

**Major Lease**

Corporate Lease Agreement dated May 25, 2020, by and among Bay Pine Property Management, LLC, as agent, Mayer Properties, LLC, Mayer Properties II, LLC, Mayer Properties III, LLC, and Mayer Properties IV, LLC, each as landlord, and Mayer Electric Supply Company, Inc., as tenant, as amended from time to time, as permitted under the Loan Documents.



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
06/01/2020 12:26:32 PM  
\$43.00 JESSICA  
20200601000217990

*Alvin S. Boyd*