

**CROSS REFERENCE TO:**  
Inst. No. 20160817000294370  
Office of the Judge of Probate  
Shelby County, Alabama

20210830000420510  
08/30/2021 09:15:47 AM  
ASSIGN 1/4

**THIS INSTRUMENT PREPARED BY AND  
AFTER RECORDING, RETURN TO:**

William F. Potts, Jr.  
Parker Poe Adams & Bernstein LLP  
One Bank of America Tower  
620 South Tryon Street, Suite 800  
Charlotte, NC 28202

**AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS**

THIS AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS (this "Amendment") is made effective as of August 16, 2021, by **BRANCH INVERNESS ASSOCIATES, LP**, a Delaware limited partnership ("Assignor"), and **CITIZENS BANK, NATIONAL ASSOCIATION**, a national banking association ("Assignee");

**WITNESSETH:**

A. Pursuant to that certain Loan Agreement dated as of August 16, 2016, by and between Assignor and Assignee, as modified by that certain First Loan Modification Agreement dated as of April 29, 2020 (the "First Loan Modification Agreement") by and between Assignor, Assignee and Branch Retail Partners, LP, a Delaware limited liability company (the "Loan Agreement"), Assignee agreed to make a loan in the original principal amount up to \$37,500,000.00 to Assignor, as evidenced by that certain Promissory Note dated the same date as the Loan Agreement, executed by Assignor and payable to the order of Assignee in the original principal amount of \$37,500,000.00.00, as modified by the First Loan Modification Agreement (the "Note"). As of the date hereof, the unpaid outstanding principal for the loan is \$33,836,430.00.

B. The Note and the Loan Agreement are secured by, among other things, that certain Assignment of Leases and Rents executed by Borrower for the benefit of Lender, dated August 16, 2016, and filed for record on August 17, 2016, as Inst. No. 20160817000294370 in the Office of the Judge of Probate of Shelby County, Alabama (as amended, supplemented, modified, restated, renewed or extended from time to time, the "Assignment"), whereby Assignor assigns to Assignee all of its right, title and interest in and to all Leases and Rents relating to certain real property of the Assignor located in Shelby County, Birmingham, Alabama, known as Inverness Corners and Inverness Plaza (collectively, and as more particularly described in the Assignment, the "Premises").

C. Assignee and Assignor have entered into that certain Second Loan Modification Agreement dated of even date herewith (the "Second Loan Modification Agreement") which amends the Loan Agreement and the Note.

D. Assignor and Assignee desire to amend the Assignment as set forth below.

E. Unless otherwise defined herein, all capitalized terms herein shall have the meanings ascribed to them in the Assignment.

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, the Assignor and Assignee do hereby agree as follows:

1. The Loan Agreement and Note secured by the Assignment have been modified as set forth in the First Loan Modification Agreement and the Second Loan Modification Agreement. Accordingly, paragraphs ONE and TWO on page 1 of the Assignment are hereby amended and restated in their entirety, as follows:

“ONE. Payment of the indebtedness evidenced by that certain Promissory Note in the principal sum of up to Thirty-Seven Million Five Hundred Thousand and No/100 Dollars (\$37,500,000.00) dated August 16, 2016, executed and delivered by Assignor and payable to Assignee, as modified by that certain First Loan Modification Agreement dated as of April 29, 2020 (the “First Loan Modification Agreement”) by and between Assignor, Assignee and Branch Retail Partners, LP, a Delaware limited liability company, and that certain Second Loan Modification Agreement dated effective as of August 16, 2021 (the “Second Loan Modification Agreement”) by and between Assignor and Assignee (as the same may be further amended, modified, supplemented or restated from time to time, the “Note”), which is secured by that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing executed by Assignor for the benefit of Assignee, dated August 16, 2016, and filed for record on August 17, 2016, as Inst. No. 20160817000294360 in the Office of the Judge of Probate of Shelby County, Alabama, as modified by that certain Amendment to Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing between Assignor and Assignee, of even date herewith, and filed for record in the Office of the Judge of Probate of Shelby County, Alabama (as further amended, supplemented, modified, restated, renewed or extended from time to time, the “Security Instrument”);”

“TWO. Payment of all other sums with interest thereon becoming due and payable to Assignee pursuant to the terms of this Assignment, the Note, the Security Instrument and that certain Loan Agreement dated as of August 16, 2016, by and between Assignor and Assignee, as modified by the First Loan Modification Agreement and the Second Loan Modification Agreement (as the same may be further amended, modified, supplemented or restated from time to time, the “Loan Agreement”); and”

2. Except as amended and modified hereby, the Assignment shall otherwise remain in full force and effect and Assignor hereby ratifies and affirms the same, as amended hereby. Assignor acknowledges that Assignor has no offsets, claims, counterclaims or defenses to the obligations of Assignor under the Assignment, as amended hereby, or the rights of Assignee under the Assignment, as amended hereby, and, to the extent that Assignor has any offsets, claims, counterclaims or defenses with respect to the aforesaid obligations or rights, Assignor hereby waives and releases such offsets, claims, counterclaims and defenses. The execution of this Amendment shall not constitute a novation of the indebtedness evidenced by the Note and the Loan Agreement and secured by the lien and security title of the Assignment, as amended hereby. This Amendment shall be governed, construed and interpreted by the laws of the State of Alabama.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –  
SIGNATURE PAGE TO IMMEDIATELY FOLLOW]



IN WITNESS WHEREOF, the Assignor and Assignee have executed this Amendment as of the day and year first written above, intending to create an instrument executed under seal.

**ASSIGNOR:**

**BRANCH INVERNESS ASSOCIATES, LP,**  
a Delaware limited partnership

By: **BRANCH RETAIL GP, LLC,**  
a Georgia limited liability company  
its General Partner

By: *Nicholas B. Telesca* (SEAL)  
Name: Nicholas B. Telesca  
Title: Authorized Signatory

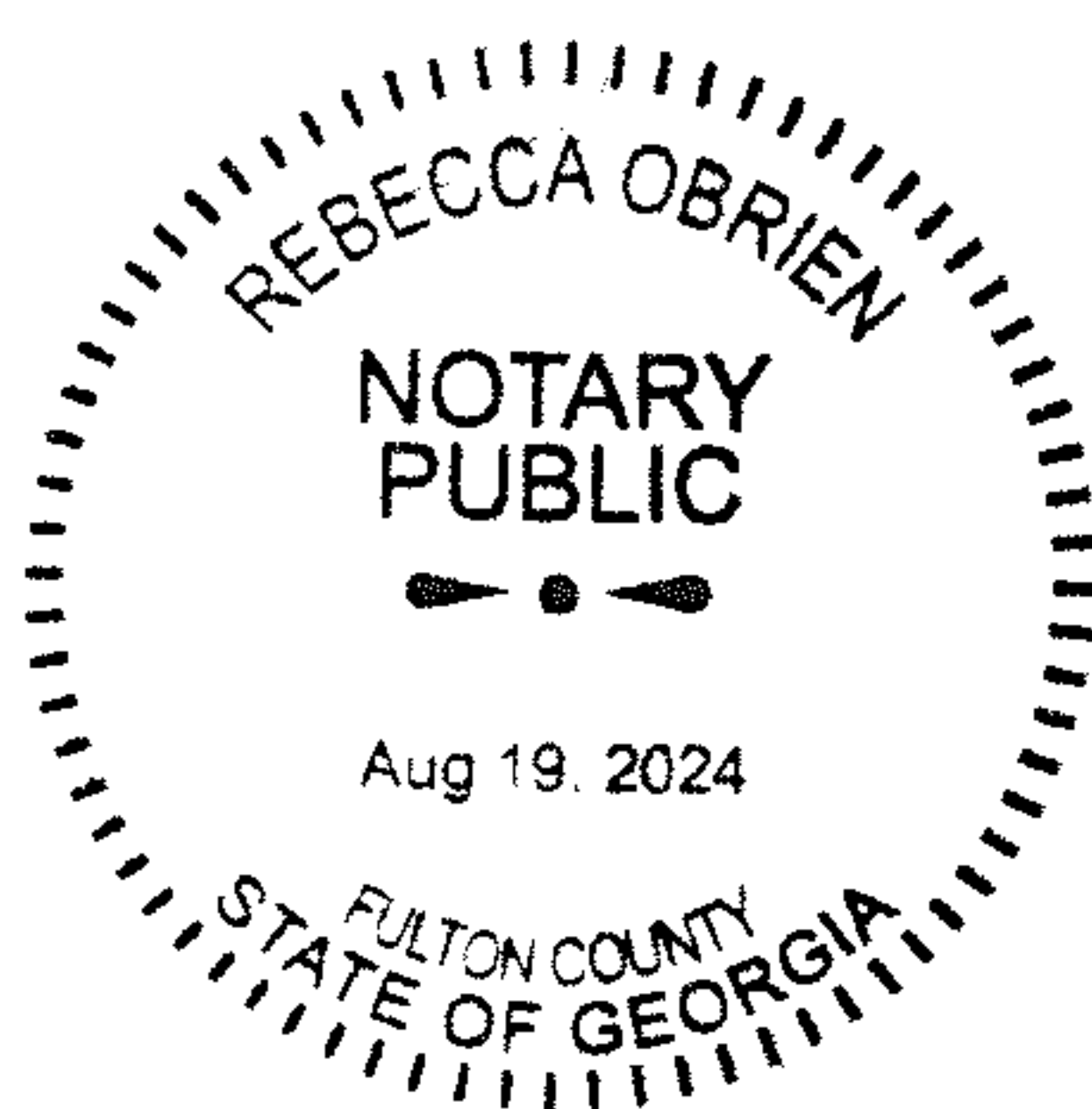
STATE OF GEORGIA

COUNTY OF FULTON  
(Place of Acknowledgement)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Nicholas B. Telesca, whose name as Authorized Signatory of Branch Retail GP, LLC, a Georgia limited liability company, which is the General Partner of BRANCH INVERNESS ASSOCIATES, LP, a Delaware limited partnership, 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, in his/her capacity as such Authorized Signatory and with full authority, executed the same voluntarily for and as the act of said limited partnership on the day the same bears date.

Given under my hand this the 19 day of August, 2021.

(Official Seal)



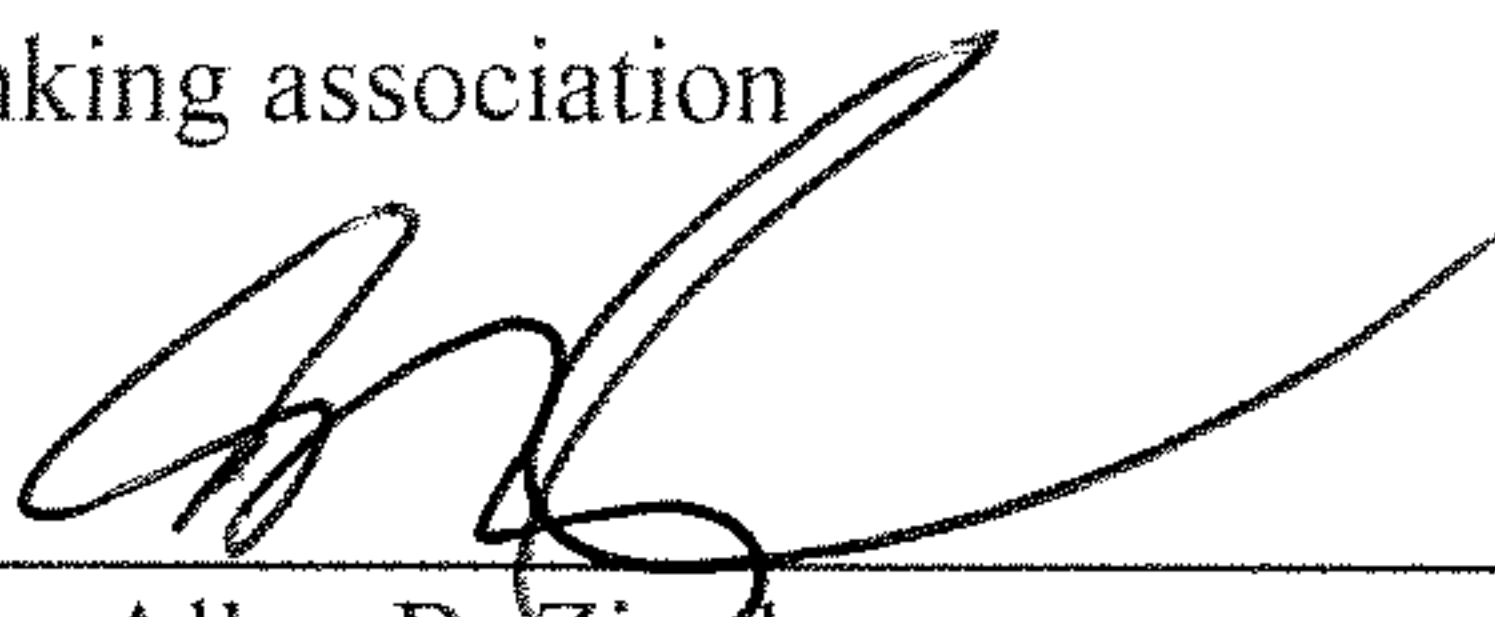
*Rebecca OBrien*  
Official Signature of Notary

Rebecca OBrien  
Notary's Print Name  
Notary Public, State and County aforesaid  
Commission Expires: Aug 19, 2024

ASSIGNEE:

**CITIZENS BANK, NATIONAL ASSOCIATION,**  
a national banking association

By:

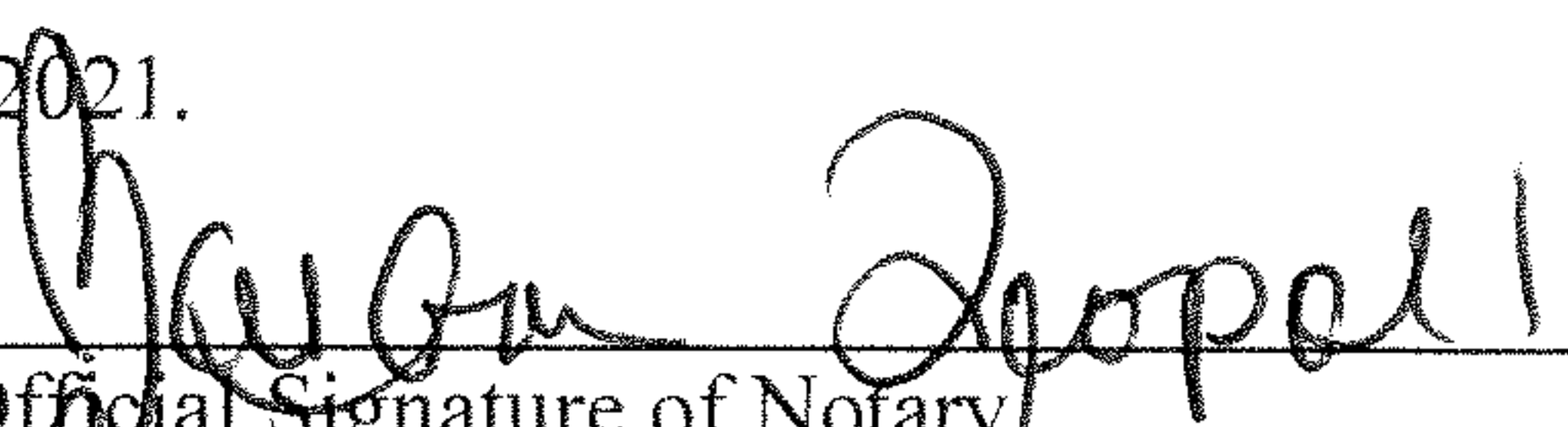
  
\_\_\_\_\_(SEAL)  
Name: Allan B. Ziegler  
Title: Vice President

STATE OF Pennsylvania  
COUNTY OF Montgomery  
(Place of Acknowledgement)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Allan B. Ziegler, whose name as Vice President of Citizens Bank, National Association, a national banking association, 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, in his/her capacity as such Vice President and with full authority, executed the same voluntarily for and as the act of said national banking association on the day the same bears date.

Given under my hand this the 18<sup>th</sup> day of August, 2021.

(Official Seal)

  
\_\_\_\_\_  
Official Signature of Notary  
Barbara Leopold  
\_\_\_\_\_  
Notary's Print Name  
Notary Public, State and County aforesaid  
Commission Expires: July 17, 2024

Commonwealth of Pennsylvania - Notary Seal  
Barbara Leopold, Notary Public  
Montgomery County  
My commission expires July 17, 2024  
Commission number 1372875  
Member, Pennsylvania Association of Notaries



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
08/30/2021 09:15:47 AM  
\$31.00 CHERRY  
20210830000420510

