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This Instrument Prepared by:
William C. Byrd, II
Bradley Arant Boult Cummings LLP
1819 Fifth Avenue North
Birmingham, Alabama 35203

ASSIGNMENT OF RENTS AND LEASES

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

Effective Date:	September 1, 2021
Lender:	First Bank of Alabama, an Alabama banking corporation
Lender's Notice Address:	120 North Street E, Talladega, Alabama 35160
Loan Amount:	\$2,517,803.00
Mortgage:	Mortgage and Security Agreement executed by Owner in favor of Lender this date to further secure the Note (defined below).
Owner:	Highway 280 Corner, LLC, a Delaware limited liability company
Owner's Notice Address:	361 Summit Boulevard, Suite 110, Birmingham, Alabama 35243

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 the laws of the state where the Property is located.

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

THERE TO 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.

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

OWNER:

HIGHWAY 280 CORNER, LLC,
a Delaware limited liability company

By: 
Name: Steven E. Camp
Its: Authorized Agent

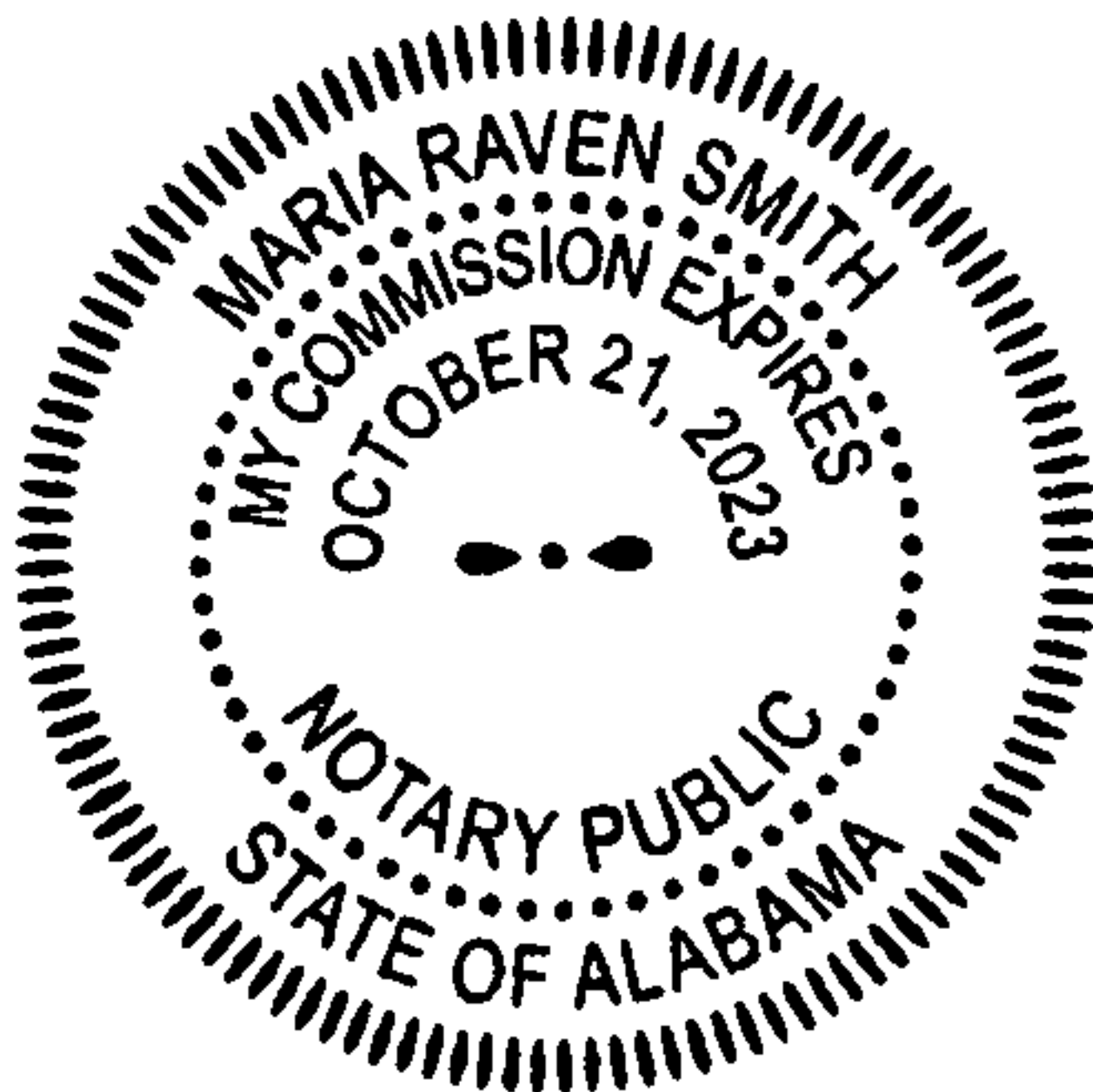
STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Steven E. Camp, whose name as the Authorized Agent of Highway 280 Corner, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company, in its capacity as aforesaid.

Given under my hand and official seal, this the 1st day of September, 2021.

[SEAL]



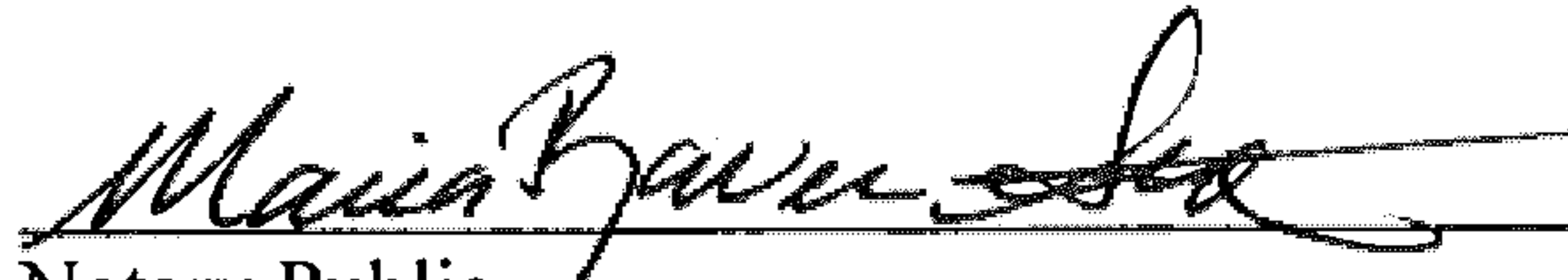

Notary Public
My Commission Expires: 10-21-2023

EXHIBIT A

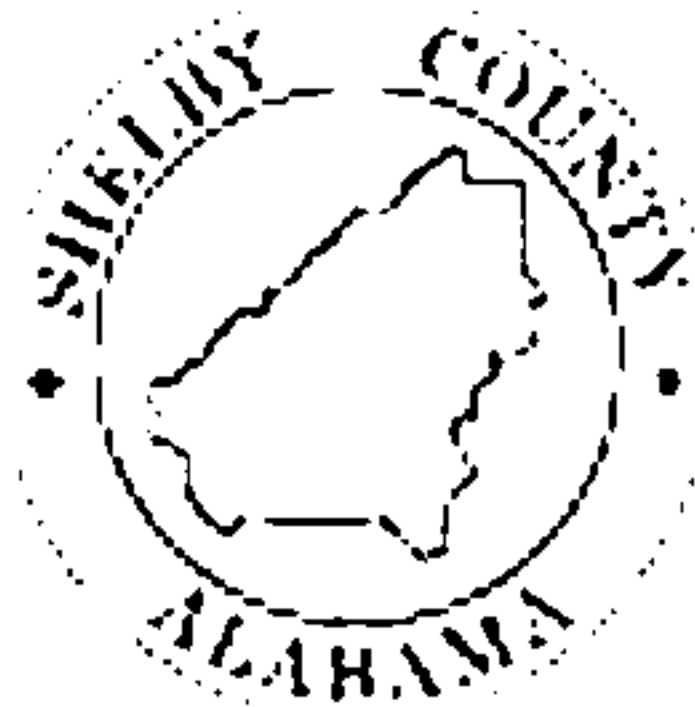
LEGAL DESCRIPTION

The Land referred to herein below is situated in the County of Shelby, State of Alabama, and is described as follows:

PARCEL I: A part of the SW1/4 of the NE1/4, NW1/4 of the SE1/4 of Section 36, Township 18S, Range 2 West, Shelby County, Alabama, more particularly described as follows. From the Southeast Corner of said SW1/4 of the NE1/4; thence west along the south quarter section line of said SW1/4 of the NE1/4 959.23 feet, to point of beginning; thence right 90° northerly 95.0 feet; thence left 45° northwesterly 127.0 feet; thence right 43°30' northerly 75.00' to the southeast right of way of a proposed road; thence left 126°38'19" along said right of way southwesterly 130.32', to point of a curve; thence continue along curve of said right of way having a curve radius of 377.81 feet an arc length 150.36 feet, a delta angle of 22°48'11" a tangent of 76.19 feet, to the northeast right of way of U.S. Highway No. 280; thence left 90° to tangent of said curve southeasterly along a chord of the northeast right of way of said U.S. Highway 280, 235.0 feet; thence left 91°54'15" from said chord northeasterly 54.50 feet to the south quarter section line of said SW1/4 of the NE1/4; thence right 62°50'45" easterly 60.90 feet along said quarter section to point of beginning. Said property containing 1.08 acres, more or less.

PARCEL II: BEING A PART OF THE S.W. 1/4 OF THE NE 1/4 OF SECTION 36, TOWNSHIP 18 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 18 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, AND RUN WEST ALONG THE SOUTH LINE OF SAID 1/4-1/4 SECTION A DISTANCE OF 1,020.17 FEET; THENCE TURN AN ANGLE TO THE LEFT OF 62°-50'-45" AND RUN SOUTHWESTERLY FOR 54.50 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 280, SAID POINT BEING ON A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 5,639.58 FEET AND SUBTENDING A CENTRAL ANGLE OF 03°-18'-10"; THENCE TURN AN ANGLE TO THE RIGHT OF 91°16'-35" TO BECOME TANGENT WITH SAID CURVE; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 280 FOR 325.08 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 280 AND THE NORTHERLY RIGHT OF WAY LINE OF GREENHILL PARKWAY, AS RECORDED IN REAL BOOK 066, PAGE 146, SHELBY COUNTY, ALABAMA; SAID POINT IS ALSO THE BEGINNING OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 5,639.58 FEET AND SUBTENDING A CENTRAL ANGLE OF 00°-45'-06"; THENCE RUN ALONG THE ARC OF SAID CURVE AND ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 280 FOR 73.99 FEET TO A POINT. SAID POINT BEING THE SOUTHEAST CORNER OF PROPERTY RECORDED IN REAL BOOK 051, PAGE 40, SHELBY COUNTY, ALABAMA; THENCE TURN AN ANGLE TO THE RIGHT OF 106°-02'-17" FROM THE TANGENT OF SAID CURVE AND RUN NORTHEASTERLY FOR 456.71 FEET TO A POINT, SAID POINT BEING THE SOUTHEASTERLY CORNER OF LOT 3, COLONIAL PROPERTIES SUBDIVISION, AS

RECORDED IN MAP BOOK 8, PAGE 138, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA; THENCE TURN AN ANGLE TO THE RIGHT OF 90°-08'-24" AND RUN SOUTHEASTERLY FOR 104.88 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID GREENHILL PARKWAY, SAID POINT BEING ON A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 670.14 FEET AND SUBTENDING A CENTRAL ANGLE OF 11°-13'-50"; THENCE TURN AN ANGLE TO THE RIGHT OF 104°-25'-36" TO BECOME TANGENT TO SAID CURVE; THENCE RUN ALONG THE ARC OF SAID CURVE AND ALONG SAID GREENHILL PARKWAY RIGHT OF WAY FOR 131.36 FEET TO THE END OF SAID CURVE; THENCE TURN AN ANGLE TO THE RIGHT OF 90°-00'-00" FROM TANGENT OF SAID CURVE AND RUN NORTHWESTERLY FOR 15.00 FEET ALONG SAID GREENHILL PARKWAY RIGHT OF WAY TO A POINT; THENCE TURN AN ANGLE TO THE LEFT OF 90°-00'-00" AND RUN SOUTHWESTERLY ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID GREENHILL PARKWAY FOR 179.92 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 422.57 FEET AND SUBTENDING A CENTRAL ANGLE OF 17°-23'-48"; THENCE RUN ALONG THE ARC OF SAID CURVE AND THE NORTHERLY RIGHT OF WAY LINE OF SAID GREENHILL PARKWAY FOR 128.30 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 32,078.16 SQUARE FEET, MORE OR LESS, OR 0.74 ACRES, MORE OR LESS.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
09/14/2021 09:00:46 AM
\$40.00 JOANN
20210914000446590

Allen S. Bayl