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NOTE TO PROBATE JUDGE: This Assignment is filed as additional security for that certain Second Lien Mortgage With Assignment of Rents and Leases and Security Agreement and Fixture Filing which is being recorded simultaneously herewith and upon which mortgage recording tax has been paid in full.

This Instrument Prepared by  
and After Recording Mail To:

Daniel W. Flournoy, Esq.  
Waller Lansden Dortch & Davis LLP  
511 Union Street, Suite 2700  
Nashville, TN 37219

STATE OF ALABAMA

COUNTY OF SHELBY

**SECOND PRIORITY COLLATERAL ASSIGNMENT OF LEASES,  
RENTALS, AND PROPERTY INCOME**

Revolving Commitment, Shelby County, Alabama

**THIS SECOND PRIORITY COLLATERAL ASSIGNMENT OF LEASES, RENTALS AND PROPERTY INCOME** (the "Assignment") is made and entered into as of October 25, 2021, by **850 9TH STREET PROPCO, LLC**, a Delaware limited liability company, with a mailing address at 850 9<sup>th</sup> Street NW, Alabaster, AL 35007 (the "Assignor"), to **SERVISFIRST BANK**, an Alabama banking corporation, in its capacity as administrative agent for Lenders, with an address of 1600 West End Avenue, Suite 200, Nashville, Tennessee 37203 (the "Administrative Agent").

**WITNESSETH:**

For the purpose of securing (a) the prompt and complete payment of all sums and indebtedness now or at any time hereafter due Administrative Agent and/or Lenders (defined below) (the "Revolving Commitment") under or in respect to that certain Revolving Credit Agreement dated as of the date hereof (as the same may be amended, restated, modified, replaced, supplemented, renewed, extended or otherwise modified from time to time, the "Credit Agreement"), by and among **Alabaster OPCO, LLC**, a Delaware limited liability company ("Borrower"), Administrative Agent and the financial institutions from time to time party thereto (the "Lenders"), as well as a promissory note or notes of even date herewith in the maximum original principal amount of **Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00)**,





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executed and delivered by Borrower to Lender (as the same may be amended, restated, modified replaced, supplemented renewed, extended or otherwise modified from time to time, the "Note"), the payment in full of which is secured by that certain Second Lien Mortgage With Assignment of Rents and Leases and Security Agreement and Fixture Filing executed by Assignor in favor of Administrative Agent encumbering the Property (as defined herein) of even date herewith (the "Mortgage"), and every other instrument now or hereafter securing, evidencing or relating to the Revolving Commitment (together with the Credit Agreement, the Note, the Guaranty, the Mortgage and all other documents, agreements or instruments executed in connection therewith or with any of the foregoing documents collectively referred to herein as the "Loan Documents"), and (b) the performance and discharge of each and every obligation, covenant and agreement contained herein and in the Guaranty; Assignor hereby grants, transfers and assigns to Administrative Agent, for the benefit of the Administrative Agent and Lenders the following:

(A) Leases. All right, title and interest of Assignor in and to all leases, tenancies or rights of use and occupancy, with amendments, if any, and any extensions, renewals or guaranties of the tenants' obligations thereunder, now or hereafter on or affecting all or part of the property described on Exhibit A attached hereto and the improvements thereon (the "Property"), whether or not recorded, together with any leases that Assignor may enter into with respect to the Property (collectively, the "Leases"), including, without limitation, that certain [Master Lease Agreement] dated evenly herewith by and between Borrower and Assignor (as the same may be amended, restated, modified or supplemented from time to time, the "Operating Lease"), with all security therefor and a security interest in all monies payable thereunder, and all books and records which reflect payments made under the leases in accordance with, and subject to, the terms and conditions of this Assignment; and

(B) Property Income. All rents, income, profits, security deposits and other benefits to which Assignor may now or hereafter be entitled from the Leases, the Property, and/or the income generated from the business operations conducted at or from the Property (hereinafter the "Property Income") in accordance with, and subject to, the terms and conditions of this Assignment.

Assignor covenants, agrees, represents and warrants to Administrative Agent and Lenders as follows:

## SECTION 1. LEASES

Section 1.1. Assignor will not assign the Leases without the prior written consent of Administrative Agent. Administrative Agent shall have the right, at any time and from time to time, to notify any tenant of the rights of Administrative Agent provided under this Assignment.

Section 1.2. All subsequent Leases shall be and are hereby made subject to all of the terms of this Assignment. Assignor, upon Administrative Agent's request, shall sign such documents or instruments or take such further actions as Administrative Agent may request from time to time to further assign and transfer such subsequent Leases to Administrative Agent, for the benefit of the Administrative Agent and the Lenders, by an assignment in form and substance



satisfactory to Administrative Agent and Assignor; provided that the same do not increase Assignor's obligations under the Guaranty.

Section 1.3. Assignor shall, at its sole cost and expense, perform every obligation of the landlord and shall enforce, short of termination, every obligation of and any default against the tenant in every Lease. Assignor will promptly notify Administrative Agent if Assignor transmits or receives any notice of default under any Lease, and shall promptly forward a complete copy of such notice to Administrative Agent.

Section 1.4. This Assignment shall not be deemed to impose upon Administrative Agent or any Lender any of the obligations or duties of Assignor provided in any Lease (including, without limitation, any liability under the covenant of quiet enjoyment contained in any Lease) in the event that any tenant shall have been joined as a party defendant in any action to foreclose this Assignment or the Mortgage and shall have been barred and foreclosed thereby of all right, title and interest and equity of redemption in the Property.

Section 1.5. Any and all tenant's security deposits under any Leases (excluding patient or resident trust funds) shall be deposited and pledged with Administrative Agent, for the benefit of the Administrative Agent and the Lenders, upon such terms as Administrative Agent may require so that they cannot be used by Assignor without Administrative Agent's consent. In the event of a foreclosure or transfer in lieu thereof, Administrative Agent shall have the right to transfer any security deposit held by Administrative Agent to the buyer, and, upon such transfer, Administrative Agent shall thereupon be relieved of all obligations to return such security deposit money to Assignor, and Assignor agrees to look solely to the buyer for the return of the security deposit money.

Section 1.6. Assignor will not take any action which would cause any Lease to cease to be in full force and effect, and will not, except with the prior written consent of Administrative Agent: (i) cancel or terminate any Lease, or consent to any cancellation, termination or surrender thereof; (ii) amend, modify or subordinate any Lease; (iii) enter into any new Lease; (iv) waive any default under or breach of any Lease; (v) consent to any prepayment or discount of rent or advance rent under any Lease; or (vi) take any other action in connection with any Lease which may, impair or jeopardize the validity of such Lease or Administrative Agent's or any Lender's interest therein. Administrative Agent shall have the right to review and reasonably refuse written consent to any of the above proposed actions of Assignor based upon the substance of the proposed transaction, the creditworthiness of Assignor or the tenant, the financial or physical condition of the Property or otherwise.

Section 1.7. Neither Administrative Agent nor any Lender shall be obligated to perform or discharge any obligation under any Lease, or under or by reason of this Assignment, and Assignor agrees to indemnify, defend and hold harmless Administrative Agent and each Lender against and from any and all liability, loss, claims, demands or damage whatsoever, including the defense thereof, which may be asserted against Administrative Agent or any Lender (i) under any Lease or under or by reason of this Assignment and (ii) by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms of any Lease. Should Administrative Agent or any Lender incur any such liability, loss or damage, the amount thereof shall be treated as part of the Revolving Commitment pursuant to Section 6 hereof.



Section 1.8. Other than the Operating Lease, Assignor shall not convey the Property to any tenant now or hereafter occupying the Property or any part thereof (excluding resident and patients in the ordinary course), unless (i) Administrative Agent's prior written consent is obtained, and (ii) the deed or other conveyance contains a provision in form satisfactory to Administrative Agent that the Lease of such tenant shall not merge into the fee by reason of such conveyance and that the Lease, together with the obligation to pay rent and other charges thereunder, shall continue in full force and effect.

Section 1.9. Assignor will deliver to Administrative Agent within fifteen (10) business days after any request a duly acknowledged lease ratification and estoppel agreement with respect to any Lease executed by Assignor and the tenant thereunder, indicating (i) the date the original Lease term has commenced, (ii) that the Lease is in full force and effect and no default exists thereunder, (iii) that the tenant has accepted and is in possession of that portion of the Property subject to the Lease, and (iv) that no rental payments have been made more than thirty (30) days in advance of the date such payments are due except with Administrative Agent's approval (with any exceptions to the foregoing noted).

## SECTION 2. PROPERTY INCOME

Section 2.1. Assignor hereby assigns, transfers and grants a security interest to Administrative Agent, for the benefit of Administrative Agent and the Lenders, in and to the Property Income to secure the Revolving Commitment. Assignor will not otherwise assign, transfer or encumber the Property Income in any manner.

Section 2.2. Subject to the terms of the Credit Agreement, Assignor may, so long as no Event of Default (under and as defined in the Credit Agreement) has occurred and is continuing, collect and use the Property Income, as the same becomes due and payable, but may not collect the Property Income more than thirty (30) days in advance of the date the same becomes due without the prior written consent of Administrative Agent. Upon the occurrence and during the continuance of any Event of Default, the permission hereby given to Assignor to collect the Property Income shall terminate and such permission shall not be reinstated upon a cure of such Event of Default without Administrative Agent's specific written consent.

Section 2.3. The foregoing provisions hereof shall constitute an absolute and present assignment of the Property Income, subject, however, to the conditional permission given to Assignor to collect and use such Property Income as hereinabove provided and permitted by the Credit Agreement. The existence or exercise of such right of Assignor shall not operate to subordinate this Assignment to any subsequent assignment, in whole or in part, and any such subsequent assignment by Assignor shall be subject to the rights of Administrative Agent and Lenders hereunder.



SECTION 3.  
GENERAL REPRESENTATIONS AND WARRANTIES

Assignor represents and warrants that:

Section 3.1. Assignor has not executed any prior assignment or pledge of any of its rights, nor are its rights encumbered, with respect to the Leases or the Property Income, except as encumbered by the Loan Documents;

Section 3.2. Assignor has good right to assign the Leases and grant a security interest in the Property Income;

Section 3.3. Assignor has not done anything which might prevent Administrative Agent from or limit Administrative Agent in acting under this Assignment;

Section 3.4. Assignor has not accepted Property Income under the Leases or under any rental or occupancy agreement more than thirty (30) days in advance of its due date;

Section 3.5. The Leases are valid and enforceable and unmodified, and there is no present default by any party thereto; and

Section 3.6. The Operating Lease, and any residential subleases from the tenant under the Operating Lease to individual residents of the Healthcare Facility (as defined in the Credit Agreement) located on the Property, are the only Leases in place affecting the Property. True and correct copies of the Leases have been furnished to Administrative Agent.

SECTION 4.  
POSSESSION OF PROPERTY; APPOINTMENT OF RECEIVER

Section 4.1. Whenever an Event of Default (under and as defined in the Credit Agreement including a default in any of the terms hereof) shall have occurred and be continuing, Administrative Agent may, at its option, without notice to Assignor, without regard to the adequacy of the security for the Revolving Commitment, without proof of depreciation of the value of the Property, and without regard to the financial condition of Assignor:

(i) By itself or by agent, with or without bringing any action, suit or proceeding, immediately enter upon and take possession and control of the Property and the Property Income with those rights and powers more particularly set forth in Section 4.3.

(ii) Make application to a court of competent jurisdiction for and obtain the immediate ex parte appointment of a receiver authorized to immediately enter upon and take possession and control of the Property and the Property Income with those rights and powers more particularly set forth in Section 4.3.

(iii) Without taking possession and control of the Property, immediately commence action in accordance with Applicable Law to collect directly all Property Income due to Assignor with full rights and powers to notify all applicable parties to make payments of Property Income directly to Administrative Agent or its agents, for the benefit





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of Administrative Agent and the Lenders, and Administrative Agent or its agents shall have the further power and authority to sue for or otherwise collect and receive all Property Income.

Section 4.2. Assignor hereby waives to the fullest extent permitted by Applicable Law all rights to prior notice or court hearing in connection with any action by Administrative Agent or any Lender of the types set forth in Section 4.1, and Assignor further waives any requirement that Administrative Agent or any Lender provide any bond, surety, or other security in connection with any said action.

Section 4.3. In the event Administrative Agent, Administrative Agent's agent and/or a receiver enters upon and takes possession and control of the Property and/or the Property Income pursuant to Section 4.1, said person or entity shall have all of Assignor's rights and powers with respect to the Property and/or the Property Income, in addition to such other rights and powers as may subsequently be authorized, including without limitation the right and power to:

- (i) hold, store, use, operate, manage and control the Property and conduct the business which is or may be conducted therefrom;
- (ii) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements to the Property and purchase or otherwise acquire additional fixtures, personalty and other property;
- (iii) obtain such insurance with respect to the Property and the business operations conducted therefrom as may be determined necessary;
- (iv) manage and operate the Property and the business conducted therefrom and exercise all the rights and powers of Assignor in its name or otherwise with respect to the same;
- (v) enter into agreements with others to exercise the powers herein granted, all as Administrative Agent, its agents or a receiver from time to time may determine;
- (vi) collect and receive all Property Income;
- (vii) enforce all terms of existing Leases at the Property and all other contracts or agreements pertaining to the Property or the business operations conducted therefrom; and
- (viii) enter into such new or additional Leases and such other contracts or agreements pertaining to the Property or the business operations conducted at or from the Property from time to time as Administrative Agent, its agents or the receiver may determine necessary in its sole discretion.

Section 4.4. All Property Income collected by Administrative Agent, Administrative Agent's agent or a receiver or any Lender pursuant to Section 4.1 hereof shall be applied in the priority set forth in the Credit Agreement.





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Section 4.5. Neither Administrative Agent, nor any Lender, nor any of their respective agents, nor any receiver acting pursuant to Section 4.1 hereof shall in any event be liable or accountable for more moneys than actually are received from the Property during the period which Administrative Agent, its agent or any receiver actually is in possession and control of the Property. Neither Administrative Agent, nor any Lender, nor any of their respective agents, nor any receiver shall be liable or accountable in any manner for the failure to collect Property Income for any reason whatsoever.

Section 4.6. All actual, out-of-pocket costs, expenses and liabilities of every character incurred by Administrative Agent or any Lender in managing, operating and maintaining the Property, not paid from Property Income as hereinabove provided, shall constitute and be treated as part of the Revolving Commitment pursuant to Section 6.

Section 4.7. Assignor shall pay monthly, in advance, to Administrative Agent, its agent or any receiver in possession and control of the Property pursuant to Section 4.1 hereof, the fair and reasonable rental value for all or any part of the Property which is in the use, occupancy and possession of Assignor.

Section 4.8. In the event of foreclosure, Administrative Agent, its agent or any receiver acting pursuant to Section 4.1 hereof may remain in possession of the Property until (i) the foreclosure sale; (ii) the redemption of the Property; or (iii) the expiration of any redemption period of the United States of America extending subsequent to the foreclosure sale, if a deficiency exists. Neither Administrative Agent, nor any Lender, nor any of their respective agents, nor any receiver shall incur any liability for, nor shall Assignor assert any claim or setoff as a result of, any action taken while Administrative Agent, its agent or a receiver is in possession of the Property.

## SECTION 5. FURTHER LENDER RIGHTS

Section 5.1. Administrative Agent and/or any Lender may take or release other security, may release any party primarily or secondarily liable for any Revolving Commitment secured hereby, may grant extensions, renewals, or indulgences with respect to such Revolving Commitment, and may apply any other security therefor held by Administrative Agent or any Lender to the satisfaction of the Revolving Commitment without prejudice to any of Administrative Agent's or any Lender's rights hereunder.

Section 5.2. Nothing herein contained and no act done or omitted by Administrative Agent or any Lender pursuant to the powers and rights granted herein shall be deemed to be a waiver by Administrative Agent or any Lender of Administrative Agent's or any Lender's rights and remedies hereunder or under the other Loan Documents, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Administrative Agent or any Lender under the terms thereof.

Section 5.3. The right of Administrative Agent to collect the Revolving Commitment and to enforce any other security therefor may be exercised by Administrative Agent either prior to, simultaneously with or subsequent to any action taken hereunder.





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Section 5.4. Any failure by Administrative Agent or any Lender to insist upon the strict performance by Assignor of any of the terms and provisions hereof shall not be deemed a waiver of any of the terms and provisions hereof and Administrative Agent may thereafter insist upon strict performance.

Section 5.5. In addition to all other rights Administrative Agent or any Lender may have at law or in equity, Administrative Agent and Lenders may assign the rights hereunder to any subsequent holder of the Revolving Commitment.

Section 5.6. This Assignment shall be binding on Assignor, and its heirs, executors, successors and assigns and shall inure to the benefit of Administrative Agent, Lenders, and their successors and assigns.

Section 5.7. This Assignment may not be changed orally, but only by an agreement in writing and signed by the party or parties against whom enforcement of any waiver, change, modification or discharge is sought. In this Assignment, the use of any gender shall include the other genders and either the singular or the plural shall include the other.

Section 5.8. Assignor hereby grants to Administrative Agent, for the benefit of Administrative Agent and the Lenders, a continuing lien, security interest and right of setoff as security for all liabilities and obligations to Administrative Agent and/or the Lenders, whether now existing or hereafter arising, upon and against all deposits, credits, collateral and property, now or hereafter in the possession, custody, safekeeping or control of Administrative Agent or any Lender or any entity under the control of Administrative Agent or any Lender and its successors and assigns or in transit to any of them. At any time, without demand or notice (any such notice being expressly waived by Assignor), Administrative Agent and any Lender may setoff the same or any part thereof and apply the same to any liability or obligation of Assignor even though unmatured and regardless of the adequacy of any other collateral securing the Revolving Commitment (as such term is defined in the Credit Agreement). ANY AND ALL RIGHTS TO REQUIRE ADMINISTRATIVE AGENT OR ANY LENDER TO EXERCISE ITS RIGHTS OR REMEDIES WITH RESPECT TO ANY OTHER COLLATERAL WHICH SECURES THE REVOLVING COMMITMENT, PRIOR TO EXERCISING ITS RIGHT OF SETOFF WITH RESPECT TO SUCH DEPOSITS, CREDITS OR OTHER PROPERTY OF ASSIGNOR, ARE HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVED.

## SECTION 6.

### LENDER EXPENSES AND ADVANCES

Section 6.1. Assignor shall pay, indemnify and hold Administrative Agent and each Lender harmless from all actual, out-of-pocket costs and expenses incurred with respect to enforcing and administering Administrative Agent's right to take possession and operate the Property under Section 4 hereof. Administrative Agent may, without notice or demand, pay any amount which Assignor has failed to pay, or perform any act which Assignor has failed to perform hereunder, including, without limitation, the payment of costs attendant to Administrative Agent's possession as set forth in Section 4.6 hereof and the payment of amounts for which Administrative Agent and/or any Lender has been indemnified under this Section 6. In such event the costs, disbursements, expenses and reasonable attorney's fees thereof, together with interest thereon from



the date the expense is paid or incurred, at the applicable default interest rate specified in the Credit Agreement or the Note shall be (i) added to the Revolving Commitment; (ii) payable on demand to Administrative Agent; and (iii) secured by the lien of the Mortgage and this Assignment, prior to any right, title, interest, lien or claim attaching or accruing to the Property subsequent to the lien of the Mortgage or hereof.

## SECTION 7. NOTICE

Section 7.1. All notices and requests required or permitted under this Assignment (a "**Notice**") shall be given in writing and shall be effective for all purposes if either hand delivered with receipt acknowledged, or by a nationally recognized overnight delivery service (such as Federal Express), or by certified or registered United States mail, return receipt requested, postage prepaid, in each case addressed as follows (or to such other address or Person as a party shall designate from time to time by notice to the other party):

If to Assignor: 850 9TH STREET PROPCO, LLC  
600 Third Avenue, 21st Floor  
New York, NY 10016  
Attention: Jonathan Litt  
Email: jlitt@monticelloam.com

with a copy to: Bradley Arant Boult Cummings LLP  
1600 Division Street, Suite 700  
Nashville, TN 37203  
Attention: Elizabeth C. Sauer  
Email: ecsauer@bradley.com

If to Administrative Agent: ServisFirst Bank  
1801 West End Avenue, Suite 850  
Nashville, Tennessee 37203  
Attn: Clif Tant, Jr.

with a copy to: Waller Lansden Dortch & Davis, LLP  
511 Union Street, Suite 2700  
Nashville, Tennessee 37219  
Attn: Daniel W. Flournoy, Esq.

A Notice shall be deemed to have been given: in the case of hand delivery, at the time of delivery; in the case of registered or certified mail, when delivered or the first attempted delivery on a Business Day; in the case of overnight delivery, upon the first attempted delivery on a Business Day.

## SECTION 8. GOVERNING LAW

Section 8.1. **GOVERNING LAW.** WITH RESPECT TO MATTERS RELATING TO THE CREATION, PERFECTION AND PROCEDURES RELATING TO THE



ENFORCEMENT OF THIS ASSIGNMENT, THIS ASSIGNMENT SHALL BE GOVERNED BY, AND BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED, IT BEING UNDERSTOOD THAT, EXCEPT AS EXPRESSLY SET FORTH ABOVE IN THIS PARAGRAPH AND TO THE FULLEST EXTENT PERMITTED BY THE LAW OF SUCH STATE, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES SHALL GOVERN ALL OTHER MATTERS RELATING TO THIS ASSIGNMENT AND THE OTHER LOAN DOCUMENTS AND ALL OF THE INDEBTEDNESS OR OBLIGATIONS ARISING HEREUNDER OR THEREUNDER. ALL PROVISIONS OF THE CREDIT AGREEMENT INCORPORATED HEREIN BY REFERENCE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES, AS SET FORTH IN THE GOVERNING LAW PROVISION OF THE CREDIT AGREEMENT. ASSIGNOR AGREES THAT ANY SUIT FOR THE ENFORCEMENT OF THIS ASSIGNMENT OR ANY OF THE OTHER LOAN DOCUMENTS SHALL BE INSTITUTED IN ANY FEDERAL OR STATE COURT IN NEW YORK, NEW YORK OR NASHVILLE, TENNESSEE OR ANY STATE IN WHICH THE PROPERTY IS LOCATED, AND CONSENTS TO THE NONEXCLUSIVE JURISDICTION OF SUCH COURT AND SERVICE OF PROCESS IN ANY SUCH SUIT BEING MADE UPON ASSIGNOR IN THE MANNER PROVIDED IN SECTION 13.4(b) OF THE CREDIT AGREEMENT. ASSIGNOR HEREBY WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH SUIT OR ANY SUCH COURT OR THAT SUCH SUIT IS BROUGHT IN AN INCONVENIENT FORUM.

SECTION 9.  
TERMINATION OF ASSIGNMENT

Upon the payment in full of the Revolving Commitment and termination of the Credit Agreement, this Assignment shall become and be void and of no effect.

SECTION 10.  
CREDIT AGREEMENT

In the event of any conflict between the terms of the Credit Agreement and this Assignment, the Credit Agreement shall control.

[remainder of page intentionally left blank; signature page follows]





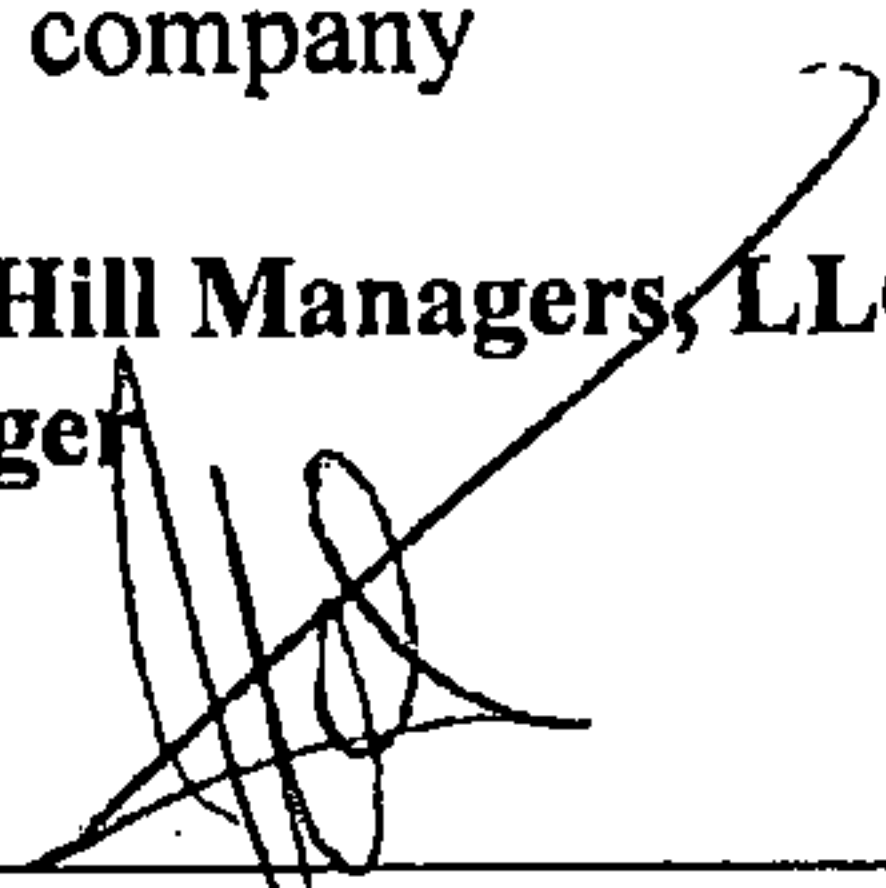
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IN WITNESS WHEREOF, the undersigned has executed this Assignment under seal as of the date first set forth above.

**ASSIGNOR:**

**850 9TH STREET PROPCO, LLC**, a Delaware limited liability company

By: **Rock Hill Managers, LLC**, its Manager

By:   
Name: Jonathan Litt  
Title: Manager

STATE OF New York

COUNTY OF New York

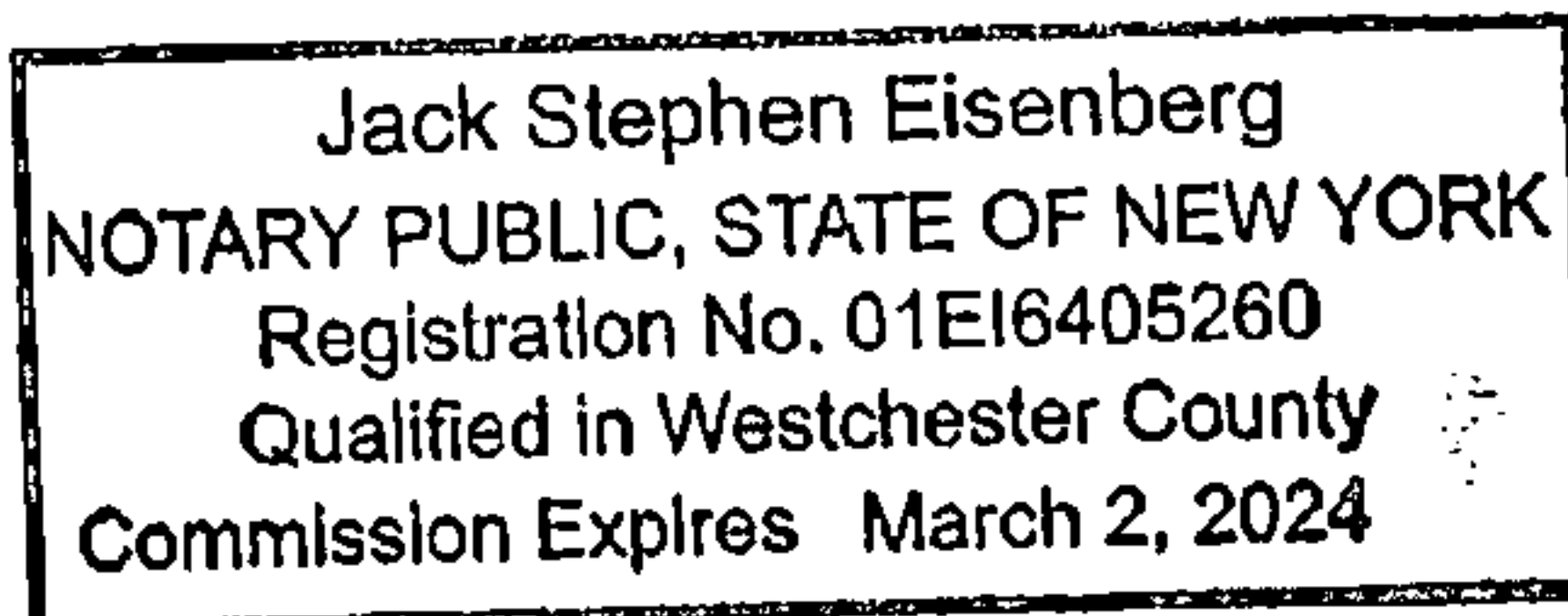
I, the undersigned, a notary public in and for said County in said State, hereby certify that Jonathan Litt, whose name as Manager of Rock Hill Managers, LLC, a Delaware limited liability company, being the Manager of **850 9TH STREET PROPCO, LLC**, a Delaware limited liability company, is signed to 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/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 and official seal this 21 day of October, 2021.

  
Notary Public

[NOTARIAL SEAL]

My Commission Expires: March 2, 2024







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Exhibit A

Description of Property

Commence at the Southeast corner of the West one-half of the Southeast one-fourth of the Northwest one-fourth of Section 35, Township 20 South, Range 3 West, Shelby County, Alabama; thence proceed North 03°27'31" East along the East boundary of the West one-half of said quarter-quarter section for a distance of 342.79 feet to a 1" open top pipe in place, said point being the point of beginning. From this beginning point continue North 03°27'31" East along the West one-half of said quarter-quarter section for a distance of 821.47 feet to a 1" rebar in place; thence proceed South 89°24'28" West for a distance of 593.07 feet to a ½" rebar in place being located on the Easterly right-of-way of Shelby County Highway No. 95; thence proceed South 01°17'42" East along the Easterly right-of-way of said road for a distance of 484.46 feet to the P.C. of a concave curve right having a delta angle of 02°07'57" and a radius of 7679.28 feet; thence proceed Southeasterly along the Easterly right-of-way of said road and along the curvature of said curve for a chord bearing and distance of South 00°10'25" East, 285.79 feet to a ½" rebar in place; thence proceed South 85°17'56" East for a distance of 533.45 feet to the point of beginning.

The above described land is located in the Southeast one-fourth of the Northwest one-fourth of Section 35, Township 20 South, Range 3 West, Shelby County, Alabama.