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ASSIGN 1/5

This Instrument Prepared By And Returned To:
OCG Capital, LLC
1500 Rosecrans Avenue, Suite 500 PMB 406, Manhattan Beach, CA 90266

ASSIGNMENT OF RENTS AND LEASES

KNOWN ALL MEN BY THESE PRESENTS:

That for and in consideration of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged **IMAX Marketing, LLC**, a Alabama Limited Liability Company (hereinafter called "Assignor"), does hereby convey, transfer, and assign unto **OCG Capital, LLC**, a California Limited Liability Company (hereinafter called "Assignee"), its successors and assigns, all of the rights, interests, and privileges which the Assignor as Lessor has and may have in and to all leases and rental contracts, written or verbal (collectively called "leases") now existing or hereafter made and affecting the real property described in Exhibit "A", attached hereto and made a part hereof (hereinafter called "Premises") as said leases may have been, or may from time to time be hereafter, modified, extended, and renewed, together with all rental, income, profits, and proceeds due or to become due therefrom. Assignor will, on request of and in a form satisfactory to Assignee, execute assignments of any future leases affecting any part of said premises.

This assignment is made as additional security for the payment of the indebtedness evidenced by that certain promissory note (and all renewals, extensions, or modifications thereof), bearing date of the May 11, 2022 in the principal sum of **One Hundred Eighty Two Thousand and No/100 Dollars (\$182,000.00U.S.)**, said indebtedness being also secured by a Deed of Trust, executed by Assignor covering the real property situated in Alabaster, Shelby County, Alabama, more particularly described in Exhibit "A" attached hereto, and recorded contemporaneously herewith, in the Register's Office of Shelby County, Alabama.

The acceptance of this assignment, and the collection of rents or the payments under the leases hereby assigned, shall not constitute a waiver of any rights of the Assignee under the terms of the aforesaid Note or Deed of Trust. It is expressly understood and agreed by the parties hereto that, before default occurs under the terms of said Note or Deed of Trust, or other instrument securing the indebtedness aforementioned, Assignor shall have the right to collect said rents, income, and profits from the aforementioned leases, and to retain, use, and enjoy the same; provided, however, that even before default occurs, no rent not due under the terms of any of said leases shall be collected or accepted without the prior written consent of the Assignee.

Anything herein to the contrary notwithstanding, Assignor hereby assigns to Assignee any award made hereafter to it in any court procedure involving any of the lessees in any bankruptcy, insolvency, or reorganization proceedings in any state or federal court, and any and all payments made by lessees in lieu of rent, such assignment to become effective from and any default in the terms of the aforementioned Note or Deed of Trust, or other instrument securing the indebtedness aforementioned. Assignor hereby appoints Assignee as its irrevocable attorney in fact or appears in any action and/or to collect any such award or payment.

MAXIMUM PRINCIPAL INDEBTEDNESS FOR ALABAMA RECORDING TAX PURPOSES IS \$-0-. This Assignment of Rents and Leases is additional Collateral for debt secured by Deed of Trust recorded contemporaneously herewith in the Register's Office of Shelby County, Alabama, on which transfer tax has been paid.

Assignor, in the event of default in the performance of any of the terms and conditions of said Note or Deed of Trust, or other instrument securing the indebtedness aforementioned, hereby authorizes the Assignee, at its option, to enter and take possession of the mortgaged premises, described in Exhibit "A", attached hereto, and to manage and operate the same, to collect all or any rents accruing therefrom and from said leases, to let or re-let said premises or any part thereof, to cancel and modify leases, evict tenants, bring or defend any suits in connection with the possession of said premises in its own name or Assignor's name, make such repairs as Assignee deems appropriate, and perform such other acts in connection with the management and operation of said premises as the Assignee, in its discretion, may deem proper. Assignee may, at its election, employ agents and independent contractors in connection with the exercise of Assignee's right granted above.

The receipt by the Assignee of any rents, issues, or profits pursuant to this instrument, after the institution of foreclosure proceedings under said Deed of Trust shall not cure such default nor affect such proceedings or any sale pursuant thereto.

Assignee shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by Assignor under any of said leases, and the Assignor hereby agrees to indemnify the Assignee for, and to save it harmless from, any and all liability arising from any of said leases or from this assignment; and this assignment shall not place responsibility for the control, care, management, or repair of said premises upon the Assignee, or make the Assignee responsible or liable for any negligence in the management, operation, upkeep, repair, or control of said premises resulting in loss or injury or death to any tenant, licensee, employee, or stranger, or make Assignee liable for any security, rental or other deposits of tenants held by Assignor.

Assignor covenants and represents that said Assignor has full right and title of assign said leases, if any, and the rents, income, and profits due or to become due thereunder; that the terms of said leases have not been changed from the terms in the

copies of said leases submitted to the Assignee for approval; that no other assignment of any interest therein has been made; that there are no existing defaults under the provisions thereof; and that said Assignor will not hereafter cancel, surrender, or terminate (except for default of tenant) any of said leases, exercise any option which might lead to such termination or change, alter or modify them or consent to the release of any party liable thereunder or to the assignment of the lessees' interest in them, without the prior written consent of the Assignee.

Assignor hereby authorizes Assignee to give notice in writing of this assignment at any time to any tenant under any of said leases. Payment to the Assignee of rents or other proceeds due under any of said leases shall constitute full acquittance to the party making payment for the amount of such payment.

Violation of any of the covenants, representations, and provisions contained herein by the Assignor shall be deemed a default under the terms of said Note, said Deed of Trust, and any other instrument securing said indebtedness.

If any default under any of the terms of the leases assigned hereunder shall result in a final judgment (subject to no further appeal) against the owner of the premises, and if such final judgment is not fully paid and satisfied within thirty (30) days after judgment is entered, the same shall be deemed a default under the terms of said Note, Deed of Trust, and any other instrument securing said indebtedness. Any expenditures made by the Assignee, in curing such a default on the Assignor's behalf, with interest thereon at the highest rate for which it is now lawful to contract, shall become a part of the debt secured by these presents.

The Full performance of all of the terms and conditions contained in said Note, in said Deed of Trust, and in any other instrument which also secures the indebtedness evidenced by said Note, and the duly recorded release or reconveyance of the premises described in said Deed of Trust, shall render this assignment void.

The net proceeds collected by the Assignee under the terms of this instrument shall be applied in reduction of the entire indebtedness from time to time outstanding and secured by said Deed of Trust.

This assignment applies to and binds the parties hereto, and their respective heirs, administrators, executors, successors and assigns, as well as any subsequent owner of the real estate described in Exhibit "A", hereto attached, and any assignee of the Note and Deed of Trust referred to herein.

IN WITNESS WHEREOF, the said Assignor has executed this assignment to be effective as of May 11, 2022.

ASSIGNOR:

IMAX Marketing, LLC

By: Ames R

Managing Member: Antonio Meguel
Denmark Jr

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF Alabama
COUNTY OF Jefferson

On May 11, 2022 before me, Notary Public, personally appeared Antonio Meguel Denmark Jr, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Alabama that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Jeffrey Wade Parmer
Notary Public

RE: 1226 Thompson Rd, Alabaster, AL 35007

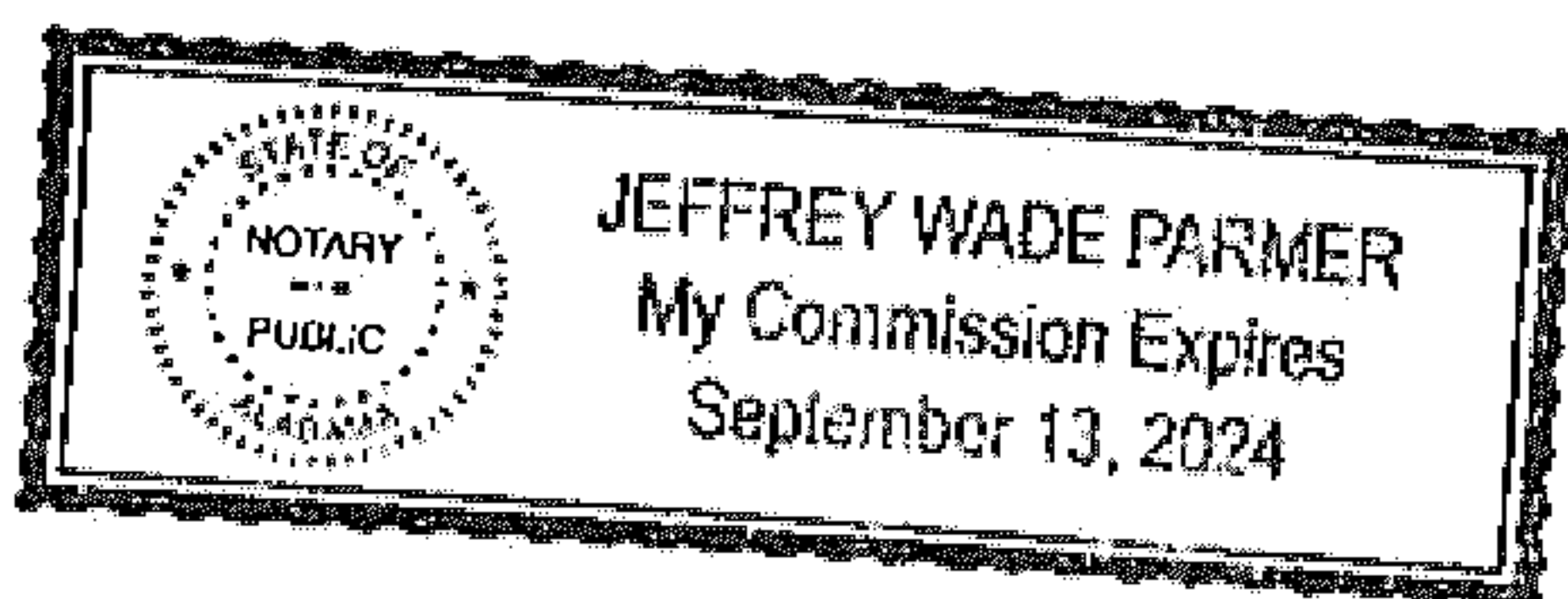


EXHIBIT A

Lot 3, Block 3, according to the Survey of Southwind, First Sector as recorded in Map Book 6, Page 72, in the Probate Office of Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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\$34.00 JOANN
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Allie S. Bayl