

*Space Above Line Reserved for Recorder's Use*

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**THIS DOCUMENT PREPARED BY AND  
UPON RECORDATION RETURN TO:**

Norton Rose Fulbright US LLP  
7676 Forsyth Boulevard, Suite 2230  
St. Louis, Missouri 63105  
Attention: Danette Davis

**STATE OF ALABAMA            )**  
**COUNTY OF SHELBY         )**

**ASSIGNMENT OF SECURITY INSTRUMENT**

THIS ASSIGNMENT OF SECURITY INSTRUMENT (this "Assignment"), is made and entered into as of the 30th day of September, 2022, by **GUGGENHEIM REAL ESTATE, LLC**, a Delaware limited liability company, having an address at c/o Guggenheim Partners Investment Management, LLC, 100 Wilshire Boulevard, Suite 500, Santa Monica, California 90401 ("Assignor"), in favor of **NORTH AMERICAN COMPANY FOR LIFE AND HEALTH INSURANCE**, an Iowa corporation, having an address at c/o Guggenheim Partners Investment Management, LLC, 100 Wilshire Boulevard, Suite 500, Santa Monica, California 90401 ("Assignee").

**W I T N E S S E T H**

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note, dated as of September 30, 2022, executed by **THE ENTITIES LISTED ON SCHEDULE 1 ATTACHED HERETO**, as makers, each having their principal place of business at c/o Three Wall Capital LLC, 40 West 57<sup>th</sup> Street, 29<sup>th</sup> Floor, New York, New York 10019 (together with its successors and permitted assigns, "Borrower"), and made payable to the order of Assignor in the stated maximum principal amount of FORTY-FOUR MILLION SIX HUNDRED THIRTY THOUSAND AND 00/100 DOLLARS (\$44,630,000.00) (the "Note"); and

WHEREAS, the Note is secured, *inter alia*, by the Security Instrument (as hereinafter defined); and

WHEREAS, the parties hereto desire that Assignor assign to Assignee, its successors and permitted assigns, all of Assignor's right, title and interest in and to the Security Instrument.

NOW, THEREFORE, in consideration of the premises above set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, Assignor and Assignee hereby covenant and agree as follows:

- (1) Assignment. Assignor does hereby transfer, assign, grant and convey to Assignee, its successors and permitted assigns, all of the right, title and interest of Assignor in and to the instruments set forth on **Exhibit B** annexed hereto and made a part hereof relating to that certain real property more particularly described on **Exhibit A** annexed hereto and made a part hereof (the "Premises") (collectively, the "Security Instrument"), and does hereby grant and delegate to Assignee, its successors and permitted assigns, any and all of the duties and obligations of Assignor thereunder from and after the date hereof.
- (2) Assumption. From and after the date hereof, Assignee hereby accepts this Assignment and assumes and agrees to observe, perform and be bound by all of the terms, covenants, agreements, conditions and obligations of the Security Instrument required to be observed or performed by Assignor thereunder.
- (3) Representations and Warranties of Assignor. It is expressly understood that this Assignment is made without recourse and without covenant, representation or warranty in any respect, express or implied.
- (4) Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Alabama.
- (5) Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- (6) Headings. The headings of the paragraphs of this Assignment have been included only for convenience, and shall not be deemed in any manner to modify or limit any of the provisions of this Assignment or be used in any manner in the interpretation of this Assignment.
- (7) Interpretation. Whenever the context so requires in this Assignment, all words used in the singular shall be construed to have been used in the plural (and vice versa), each gender shall be construed to include any other genders, and the word "person" shall be construed to include a natural person, a corporation, a firm, a partnership, a joint venture, a trust, an estate or any other entity.
- (8) Partial Invalidity. Each provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Assignment or the application of such provision to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Assignment, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability.

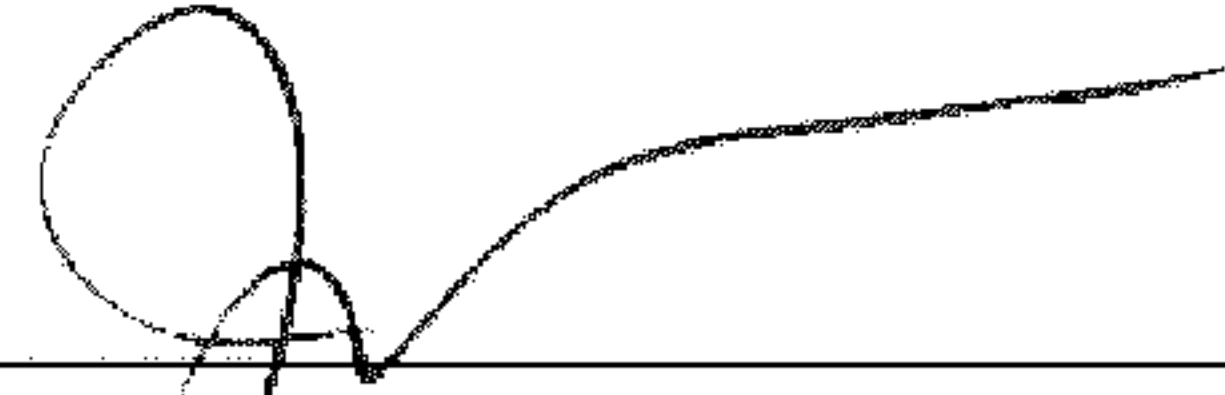
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

**ASSIGNOR:**

**GUGGENHEIM REAL ESTATE, LLC,**  
a Delaware limited liability company

By:

  
\_\_\_\_\_  
Jennifer A. Marler, Authorized Signer

STATE OF MISSOURI  
COUNTY OF ST. LOUIS

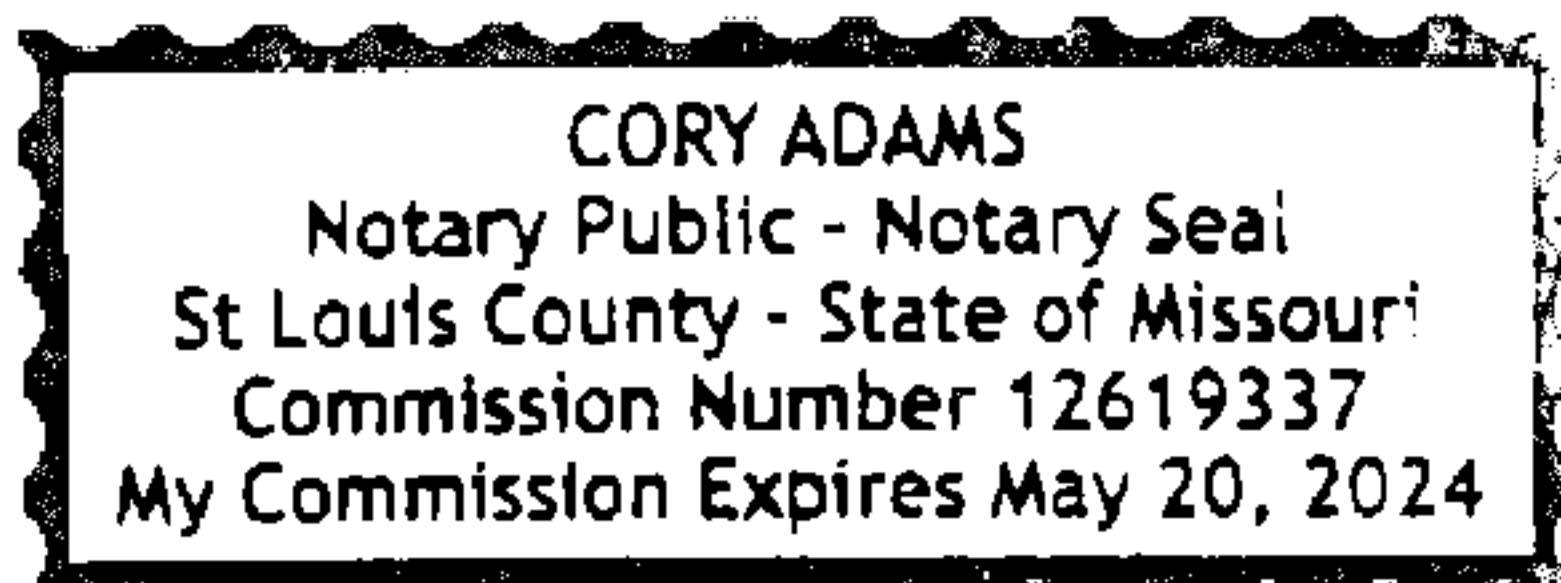
I, Cory Adams, a notary public in and for said county in said state, hereby certify that Jennifer A. Marler, whose name as an Authorized Signer of Guggenheim Real Estate, LLC, a Delaware limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, she, as such Authorized Signer 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 20<sup>th</sup> day of September, 2022.

Cory Adams  
\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

My Commission Expires: May 20, 2024



**ASSIGNEE:**

**NORTH AMERICAN COMPANY FOR LIFE AND  
HEALTH INSURANCE**, an Iowa corporation

By: Guggenheim Partners Investment Management,  
LLC

By: Anne B. Walsh  
Anne B. Walsh  
Managing Partner  
Chief Investment Officer, Fixed Income

STATE OF MISSOURI  
COUNTY OF ST. LOUIS

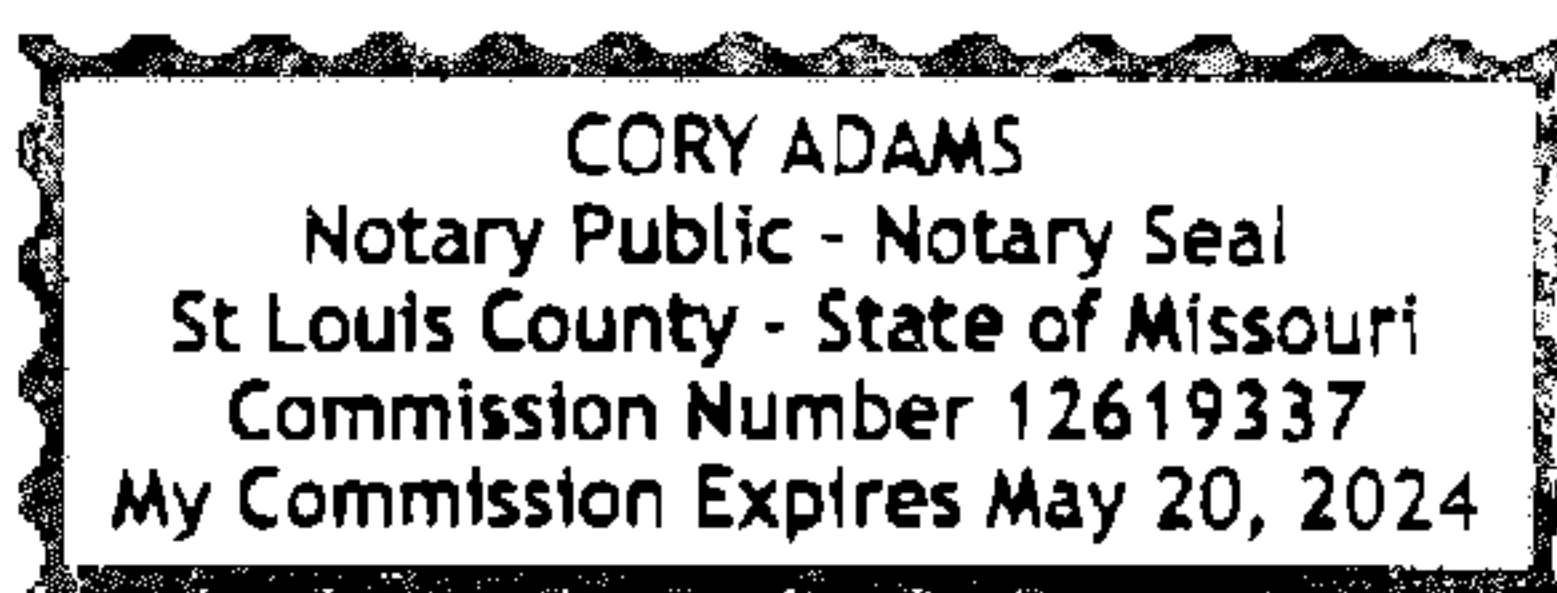
I, Cory Adams, a notary public in and for said county in said state, hereby certify that Anne B. Walsh, whose name as a Managing Partner of Guggenheim Partners Investment Management LLC, a Delaware limited liability company, as Investment Manager of North American Company For Life and Health Insurance, an Iowa corporation, 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 such instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company as Investment Manager of said corporation.

Given under my hand and official seal this 20<sup>th</sup> day of September, 2022.

Cory Adams  
Notary Public

[NOTARIAL SEAL]

My Commission Expires: May 20, 2024



**EXHIBIT A  
TO ASSIGNMENT OF SECURITY INSTRUMENT**

**LEGAL DESCRIPTION**

**PARCEL I:**

Lot 24B, according to the Survey of Final Plat of Inverness Center Site 24B, as recorded in Map Book 21, Page 61, in the Probate Office of Shelby County, Alabama.

**PARCEL II:**

Easement for the benefit of Parcel I for ingress and egress as created, described and contained in that certain Easement Agreement recorded in Instrument 1996-23103, in said Probate Office.

**PARCEL III:**

Easement for the benefit of Parcel I for ingress and egress as created, described and contained in that certain Mutual Easement Agreement recorded in Instrument 1996-23105, in said Probate Office.

**For Identification Purposes Only:**

Property Address: 4686 Highway 280 East, Birmingham, Alabama 35242  
APN: 02-7-36-0-001-029.01

**EXHIBIT B**  
**TO ASSIGNMENT OF SECURITY INSTRUMENT**

**SCHEDULE OF SECURITY INSTRUMENTS**

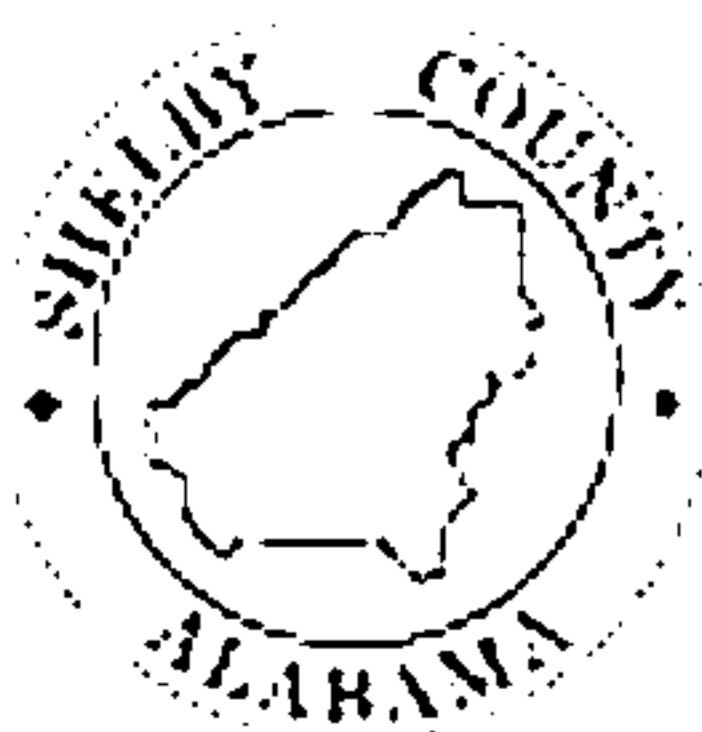
Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing by TWC Birmingham LLC, a Delaware limited liability company, for the benefit of Assignor, dated as of September 30, 2022, and being recorded concurrently herewith in the real estate records of Shelby County, Alabama, in Inst. No. **20221005000380980**.



**SCHEDULE 1**

**BORROWERS**

1. TWC CAMP LEJEUNE LLC, a Delaware single-purpose limited liability company ("**Camp Lejeune Borrower**")
2. TWC BIRMINGHAM LLC, a Delaware single-purpose limited liability company ("**Birmingham Borrower**")
3. TWC CRANBERRY LLC, a Delaware single-purpose limited liability company ("**Cranberry Borrower**")
4. TWC INDEPENDENCE LLC, a Delaware single-purpose limited liability company ("**Independence Borrower**")
5. TWC MASON LLC, a Delaware single-purpose limited liability company ("**Mason Borrower**")



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
10/06/2022 08:21:53 AM  
\$40.00 JOANN  
20221006000381180

*Allen S. Bayl*