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**When Recorded Return To:
c/o First American Title Ins. Co.
National Commercial Services
703 Waterford Way, Suite 500
Miami, FL 33126
NCS File No. 1D2QAL01**

This Instrument Prepared By and
Upon Recording Return To:
J. Corbitt Tate
Balch & Bingham LLP
1901 Sixth Avenue North, Suite 1500
Birmingham, Alabama 35203-4642

NOTE TO PROBATE OFFICE: THIS ASSIGNMENT OF RENTS, LEASES AND REVENUES IS BEING RECORDED SIMULTANEOUSLY WITH A MORTGAGE UPON WHICH ALL RECORDING TAXES ARE BEING PAID.

ASSIGNMENT OF RENTS, LEASES AND REVENUES

THIS ASSIGNMENT OF RENTS, LEASES AND REVENUES (hereinafter referred to as this “**Assignment**”) is made this 23rd day of January, 2023, by **POH-AKF3 RIVERCHASE, LLC**, a Delaware limited liability company (hereinafter referred to as the “**Assignor**”), to **TIAA, FSB**, a federal savings bank, its successors and/or assigns (hereinafter referred to as “**Assignee**”).

RECITALS:

A. Assignor is the mortgagor under that certain Mortgage, Security Agreement, Assignment of Leases and Rents, Financing Statement and Fixture Filing of even date herewith, recorded or to be recorded in the public records of Shelby County, Alabama (as amended from time to time, the “**Mortgage**”) securing, among other obligations, that certain Promissory Note of even date herewith from Assignor, **AKF3 KRAMER, LLC**, a Delaware limited liability company, **AKF3 SITUS PARKWEST, LLC**, a Delaware limited liability company, **AKF3 RIVERS AVIATION, LLC**, a Delaware limited liability company, **AKF3 SOUTH POINT, LLC**, a Delaware limited liability company, **AKF3 ADDISON TECH, LLC**, a Delaware limited liability company, and **AKF3 SF LIGHT INDUSTRIAL, LLC**, a Delaware limited liability company (individually and collectively, “**Borrower**”), jointly and severally, payable to the order of Assignee in the original principal amount of **ONE HUNDRED NINETY-THREE MILLION AND NO/100 DOLLARS (\$193,000,000.00)** (the foregoing Promissory Note, together with any and all extensions, renewals, modifications, replacements, substitutions, restatements, and any and all other

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certificates or evidences of indebtedness evidenced by said Promissory Note, is hereinafter referred to as the “**Note**”), and which Mortgage encumbers certain real property situated, lying and being in Shelby County, Alabama (hereinafter referred to as the “**Premises**”) more particularly described as follows, to-wit:

See Exhibit “A” attached hereto and by reference made a part hereof

B. In order to induce Assignee to accept the Note from Borrower, Assignor has agreed to execute this Assignment to secure the Note.

THEREFORE, in order to further secure the payment of the indebtedness of Borrower to Assignee evidenced by the Note and in consideration of the acceptance of the aforesaid Note, receipt and sufficiency of which are hereby acknowledged, Assignor hereby grants, transfers and assigns to Assignee its entire interest in and to any and all leases, rental agreements and agreements for the use and/or occupancy of any part of the Premises (said leases, rental agreements and other agreements are herein referred to as the “**Leases**”) now existing or hereafter entered into which affect the Premises or any part thereof, together with all rents, income and profits arising from said Leases and renewals thereof and all rents, income and profits for use and occupation of the Premises and from all such Leases upon said Premises which may be executed in the future during the term of this Assignment, and to any and all monies, rents, issues, revenues and profits of every kind and nature (all such monies, rents, receivables, issues and profits of every kind and nature are hereinafter referred to as “**Revenues**”) arising from the operation, use and occupation of the Premises, and any business operated thereon.

This Assignment is made for the purpose of securing:

A. The payment of the principal sum and interest thereon of the Note, including any extension thereof.

B. Payment of all other sums with interest thereon becoming due and payable to Assignee under the provisions of this Assignment, the Note and the Mortgage.

C. The performance and discharge of each and every obligation, covenant and agreement of Assignor and/or Borrower contained herein or in the Note or Mortgage.

Assignor covenants with Assignee to observe and perform all the obligations imposed upon the lessor under said Leases and not to do or permit to be done anything to impair the security thereof; not to collect any of the rent, income, and profits arising or accruing under said Leases or from the Premises more than one month in advance (other than security deposits); not to execute any other assignment of lessor’s interest in said Leases or assignment of rents arising or accruing from said Leases or from the Premises; at Assignee’s request, to assign and transfer to the Assignee any and all subsequent Leases upon all or any part of the Premises and to execute and deliver at the request of Assignee all such further assurances and assignments in the Premises as Assignee shall from time to time reasonably require.

This Assignment is made on the following terms, covenants and conditions:

1. So long as there shall exist no Default (as defined in the Note), after the lapse of any applicable notice and cure period, by Assignor or Borrower in the performance of any obligation, covenant, or agreement herein or in either of the Note or Mortgage, Assignor shall have the right to collect at the time of, but not more than one month prior to, the date provided for the payment thereof, all Revenues arising under said Leases and/or from the operation, use or occupation of the Premises described therein and to retain, use and enjoy the same.

2. Upon the occurrence and during the continuance of a Default, after the lapse of any applicable notice and cure period, in the payment of the principal sum or interest thereon of the Note or in the performance of any obligation, covenant, or agreement herein or in the Note or Mortgage, Assignee, without in any way waiving such Default, may at its option, without notice and without regard to the adequacy of the security for the Note, either in person or by agent, with or without bringing any action or proceeding, declare the indebtedness hereby secured due and payable and/or, subject to the appointment of a receiver, and subject to the terms of any Leases at the Premises, take possession of the Premises and have, hold, manage, lease and operate the same on such terms and for such period of time as Assignee may deem proper and either with or without taking possession of said Premises in its own name, sue for or otherwise collect and receive all Revenues of said Premises, including those past due and unpaid, with full power to make from time to time all alterations, renovations, repairs, or replacements thereto or thereof as may seem proper to Assignee, and to apply such Revenues to the payment of: (a) all reasonable expenses of managing the Premises, including, without being limited thereto, the salaries, fees and wages of the managing agent and such other employees as Assignee may deem necessary or desirable, all taxes, charges, claims, assessments, liens, premiums for all insurance which Assignee may deem necessary or desirable, costs of renovations, repairs, or replacements, and all expenses incident to taking and retaining possession of the Premises; and (b) the principal sum and interest thereon of the Note, together with all reasonable costs and reasonable attorneys' fees; all in such order or priority as Assignee in its sole discretion may determine, any statute, law, custom, or use to the contrary notwithstanding. The exercise by Assignee of the option granted to it in this Section 2 and the collection of Revenues and the application thereof as herein provided shall not be considered a waiver of any Default by Assignor or Borrower under the Note, Mortgage or this Assignment.

3. Assignee shall not be liable for any loss sustained by the Assignor resulting from Assignee's failure to let the Premises after a Default or from any other act or omission of Assignee in managing the Premises after a Default. Nor shall Assignee be obligated to perform or discharge nor does Assignee hereby undertake to perform or discharge any obligation, duty, or liability under said Leases by reason of this Assignment, and Assignor shall and does hereby agree to indemnify and hold Assignee harmless from, any and all liability, loss, or damage which may be incurred under said Leases or by reason of this Assignment and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants, or agreements contained in said Leases. Should Assignee incur any such liability under said Leases or by reason of this Assignment or in defense of any such claims or demands, the amount thereof, including out-of-pocket costs, expenses, and reasonable attorneys' fees, shall be secured hereby and Assignor shall reimburse Assignee therefor within ten (10) Business Days following written demand and upon the failure of Assignor so to do, Assignee may, at its option, declare all sums secured hereby and by the Mortgage immediately due and payable. And it is further understood that this Assignment shall not operate to place responsibility for the control, care, management, or repair of said Premises upon Assignee, nor for the carrying out of any of the terms and conditions of said Leases; nor shall it operate to make Assignee responsible or liable for any waste committed on the Premises by the tenants or any other parties or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair, or control of said Premises resulting in loss or injury or death to any tenant, licensee, employee, or stranger, except to the extent arising from Assignee's gross negligence or willful misconduct. **THE INDEMNITY AND RELEASE BY ASSIGNOR IN THIS SECTION 3 COVERS ASSIGNEE'S NEGLIGENCE, BUT NOT GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.**

4. Upon receipt from Assignee of notice to pay rent directly to Assignee after the occurrence of a Default hereunder or under the Note or Mortgage, each tenant is hereby authorized and directed to pay directly to Assignee all Revenues, including all rent, and the receipt of rent by Assignee shall be a release of such tenant to the extent of all amounts so paid.

5. Upon payment in full of the principal sum and interest of the Note, this Assignment shall become and be void and of no effect, but the affidavit, certificate, letter, or statement of Assignee or any officer, agent, or attorney of Assignee showing any part of said principal, interest, or indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness, and continuing force of this Assignment, and any person may, and is hereby authorized to, rely thereon. Assignor hereby authorizes and directs the lessees named in said Leases or any other or future lessees or occupants of the Premises described therein or in the Mortgage, upon receipt from the Assignee of written notice to the effect that Assignee is then the holder of the Note and Mortgage and that a Default exists thereunder or under this Assignment, which has not been cured within applicable cure periods, to pay over to the Assignee all Revenues hereby assigned and to continue so to do until otherwise notified by Assignee.

6. Assignee may take or release other security for the payment of said indebtedness, may release any party primarily or secondarily liable therefor, and may apply any other security held by it to the satisfaction of such indebtedness without prejudice to any of its rights under this Assignment.

7. The term "Leases" or "said Leases", as used herein, means said Leases hereby assigned or any extension or renewal thereof, and any Leases subsequently executed during the term of this Assignment covering the Premises or any part thereof.

8. Nothing contained in this Assignment, and no act done or omitted by Assignee pursuant to the powers and rights granted it hereunder, shall be deemed to be a waiver by Assignee of its rights and remedies hereunder, under the Note or under the Mortgage. This Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms of the Note and Mortgage. The right of Assignee to collect the principal sum of the Note or interest thereon, and to enforce any other security therefor held by it, may be exercised by Assignee either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

9. In case of any conflict between the terms of this instrument and the terms of the Mortgage, the terms of Mortgage shall prevail.

10. This Assignment, together with the covenants and warranties herein contained, shall inure to the benefit of Assignee and any subsequent holder of the Note and Mortgage and shall be binding upon Assignor, its successors and assigns, and any subsequent owner of the Premises.

11. TO THE EXTENT, IF ANY, PERMITTED BY APPLICABLE LAW, ASSIGNOR AND ASSIGNEE HEREBY KNOWINGLY, VOLUNTARILY AND INTELLIGENTLY WAIVE ANY AND ALL RIGHTS THAT EACH PARTY TO THIS ASSIGNMENT MAY NOW OR HEREAFTER HAVE UNDER THE LAWS OF THE UNITED STATES OF AMERICA OR THE STATE IN WHICH THE PROPERTY IS LOCATED, TO A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING DIRECTLY OR INDIRECTLY IN ANY ACTION OR PROCEEDING RELATING TO THIS ASSIGNMENT, THE LOAN DOCUMENTS OR ANY TRANSACTIONS CONTEMPLATED THEREBY OR RELATED THERETO. IT IS INTENDED THAT THIS WAIVER SHALL APPLY TO ANY AND ALL DEFENSES, RIGHTS, CLAIMS AND/OR COUNTERCLAIMS IN ANY SUCH ACTION OR PROCEEDING. ASSIGNOR UNDERSTANDS THAT THIS WAIVER IS A WAIVER OF A CONSTITUTIONAL SAFEGUARD, AND EACH PARTY INDIVIDUALLY BELIEVES THAT THERE ARE SUFFICIENT ALTERNATE PROCEDURAL AND SUBSTANTIVE SAFEGUARDS, INCLUDING, A TRIAL BY AN IMPARTIAL JUDGE, THAT ADEQUATELY OFFSET THE WAIVER CONTAINED HEREIN.

12. If any provision of any of this Assignment, the Mortgage or any other Loan Documents or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, then neither the remainder of the instrument in which such provision is contained nor the

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application of such provision to other persons or circumstances nor the other instruments referred to herein shall be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

13. THIS ASSIGNMENT SHALL BE GOVERNED BY THE LAW OF THE STATE OF ALABAMA WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS. In the event that any provision or clause of this Assignment conflicts with applicable law, such conflict shall not affect other provisions of this Assignment which can be given effect without the conflicting provisions, and to this end, the provisions of this Assignment are declared to be severable.


14. It shall never be necessary for Assignee to institute legal proceedings of any kind whatsoever to enforce the provisions of this Assignment. Assignor, upon Assignee's written request, shall execute, acknowledge and deliver and/or file such further instruments and do such further acts as may be reasonably necessary, desirable or proper to effectuate the intent and purposes of this Assignment; provided that none of the foregoing shall increase Assignor's obligations under the Loan Documents or decrease Assignor's rights under the Loan Documents other than, in each case, to a de minimis extent. For example, only if a Default exists and Assignee desires to have the tenant under any particular Lease make payment under such Lease directly to Assignee, then, at Assignee's written request, Assignor shall join with Assignee in the execution and delivery of a letter to such tenant notifying such tenant of Assignee's interest in such Lease and instructing such tenant to make all future payments under such Lease directly to Assignee. Notwithstanding the foregoing, if a Default exists, Assignee may make demand on any tenant to make future payments of rent directly to Assignee without the necessity for further consent by Assignor.

[Remainder of page intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, the Assignor has executed this Assignment under seal the day and year first above written.

Assignor:

POH-AKF3 RIVERCHASE, LLC,
a Delaware limited liability company


By:  (SEAL)
Name: Nicholas Rahman
Title: Vice President

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

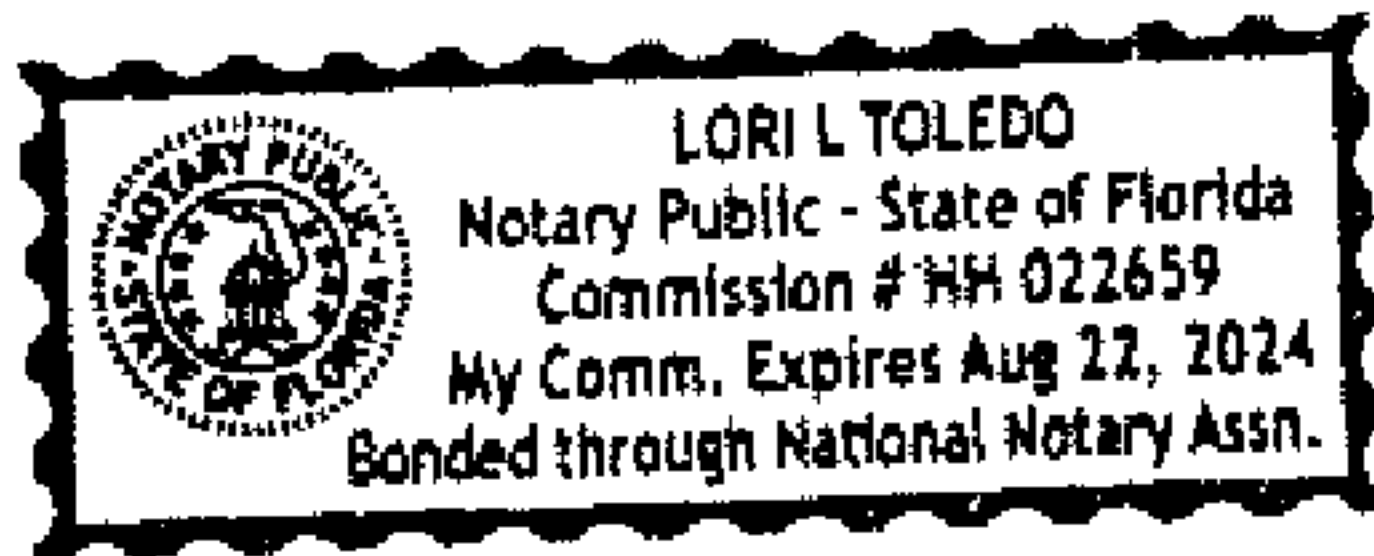
I, Lori L Toledo, a Notary Public in and for said County in said State, hereby certify that Nicholas Rahman, whose name as Vice President of **POH-AKF3 RIVERCHASE, LLC**, a Delaware limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer 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 the 13 day of January, 2023.


Notary Public

[NOTARIAL SEAL]

My commission expires: 8/22/2024



The following real property situated in Shelby County, Alabama:

PARCEL I:

A PARCEL OF LAND SITUATED IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 19, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 19; THENCE RUN WEST AND ALONG THE SOUTH BOUNDARY OF SAID SOUTHEAST/NORTHEAST, A DISTANCE OF 2723.44 FEET; THENCE RUN SOUTHERLY AND AT RIGHT ANGLES TO SAID SOUTH BOUNDARY A DISTANCE OF 84.39 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING LYING ON THE SOUTH RIGHT OF WAY OF PARKWAY OFFICE CIRCLE; THENCE RUN EASTERLY AND ALONG SAID RIGHT OF WAY (CURVING TO THE RIGHT AND HAVING A RADIUS OF 420.00 FEET) A CHORD DISTANCE OF 152.58 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 68° 46' 59" EAST, A DISTANCE OF 229.04 FEET, THENCE ALONG SAID RIGHT OF WAY (CURVING TO THE LEFT AND HAVING A RADIUS OF 930.00 FEET) A CHORD DISTANCE OF 310.16 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN EASTERLY AND ALONG SAID RIGHT OF WAY A DISTANCE OF 218.73 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID RIGHT OF WAY (CURVING TO THE RIGHT AND HAVING A RADIUS OF 570.00 FEET) A CHORD DISTANCE OF 198.98 FEET TO THE NORTHEAST CORNER OF THIS DESCRIBED PROPERTY; THENCE WITH AN INTERIOR ANGLE OF 76° 52' 12" RUN SOUTHWESTERLY A DISTANCE OF 604.89 FEET TO THE NORTH RIGHT OF WAY OF RIVERCHASE OFFICE ROAD; THENCE RUN NORTHWESTERLY AND ALONG SAID RIGHT OF WAY (CURVING TO THE LEFT AND HAVING A RADIUS OF 300 FEET) CHORD DISTANCE OF 29.99 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN WESTERLY AND ALONG SAID RIGHT OF WAY A DISTANCE OF 104.38 FEET; THENCE RUN NORTHWESTERLY AND ALONG SAID RIGHT OF WAY (CURVING TO THE RIGHT AND HAVING A RADIUS OF 370.00 FEET) A CHORD DISTANCE OF 170.34 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN NORTHWESTERLY AND ALONG SAID RIGHT OF WAY A DISTANCE OF 95.64 FEET; THENCE RUN WESTERLY AND ALONG SAID RIGHT OF WAY (CURVING TO THE LEFT AND HAVING A RADIUS OF 530.00 FEET) A CHORD DISTANCE OF 471.95 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN SOUTHWESTERLY AND ALONG SAID RIGHT OF WAY A DISTANCE OF 10.94 FEET; THENCE NORTHWESTERLY AND ALONG SAID RIGHT OF WAY (CURVING TO THE RIGHT AND HAVING A RADIUS OF 25.00 FEET) A CHORD DISTANCE OF 35.35 FEET TO THE POINT OF TANGENCY OF SAID CURVE; SAID POINT OF TANGENCY LYING ON THE EAST RIGHT OF WAY OF RIVERCHASE PARKWAY EAST; THENCE RUN NORTHWESTERLY AND ALONG SAID EAST RIGHT OF WAY A DISTANCE OF 30.19 FEET; THENCE RUN NORTHWESTERLY AND ALONG SAID RIGHT OF WAY (CURVING TO THE LEFT AND HAVING A RADIUS OF 661.41 FEET) A CHORD DISTANCE OF 189.16 FEET TO A POINT BEING THE SOUTHWEST CORNER OF THIS DESCRIBED PARCEL; THENCE RUN NORTHEASTERLY A DISTANCE OF 532.82 FEET TO THE POINT OF BEGINNING.

SITUATED IN SHELBY COUNTY, ALABAMA.

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PARCEL II:

LOT 1-A, ACCORDING TO A RESURVEY OF LOT 1 OF RIVERCHASE OFFICE PARK PHASE II, AS RECORDED IN MAP BOOK 14, PAGE 99, BEING A RESURVEY OF LOT 1 OF RIVERCHASE OFFICE PARK PHASE II, AS RECORDED IN MAP BOOK 14, PAGE 77, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PARCEL III:

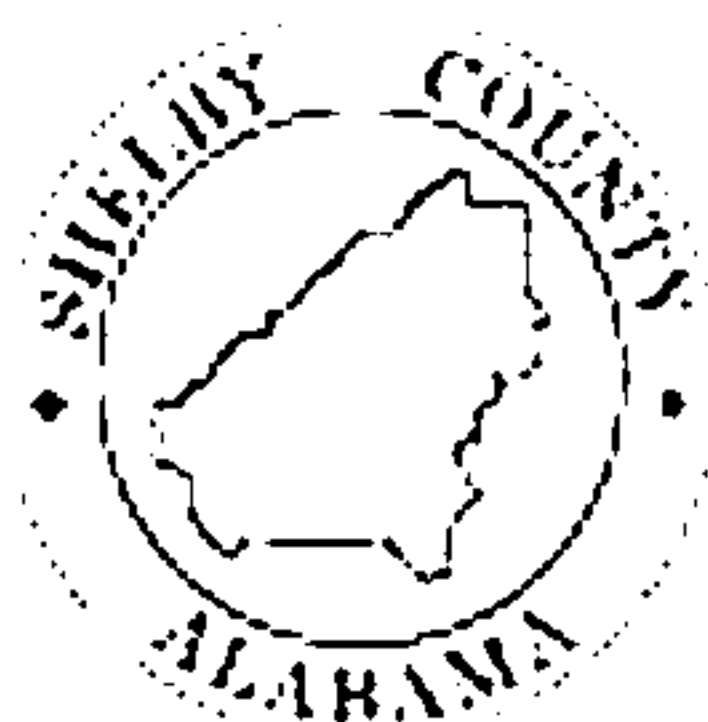
LOT 1-B, ACCORDING TO A RESURVEY OF LOT 1 OF RIVERCHASE OFFICE PARK PHASE II, AS RECORDED IN MAP BOOK 14, PAGE 99, BEING A RESURVEY OF LOT 1 OF RIVERCHASE OFFICE PARK PHASE II, AS RECORDED IN MAP BOOK 14, PAGE 77, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PARCEL IV:

TOGETHER WITH RIGHTS OF TITLE AND INTEREST IN AND TO THAT CERTAIN EASEMENT AS SET OUT IN THE DECLARATION OF RECIPROCAL ACCESS, UTILITIES, DRAINAGE AND PARKING EASEMENT DATED DECEMBER 3, 1990, FILED FOR RECORD DECEMBER 20, 1990, RECORDED IN BOOK 323, PAGE 96, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PARCEL V:

TOGETHER WITH RIGHTS OF TITLE AND INTEREST IN AND TO THAT CERTAIN EASEMENT AS SET OUT IN THE DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS, EASEMENTS, CHARGES AND LIENS FOR RIVERCHASE (BUSINESS), RECORDED IN MISC. BOOK 13, PAGE 50, AS AMENDED BY MISC. BOOK 15, PAGE 189, FURTHER AMENDED BY MISC. BOOK 19, PAGE 633, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, WHICH SUPERSEDES THE FIRST DECLARATION AND AMENDMENTS.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
01/24/2023 01:36:53 PM
\$43.00 JOANN
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Allen S. Bayl