

PREPARED BY, AND AFTER RECORDING
RETURN TO:

Joshua A. Marcus, Esq.
LendingOne, LLC
c/o Sourcepoint, Inc.
Attn: Team2
2330 Commerce Pk. Dr. NE, STE 2
Palm Bay, FL 32905

Space Above for Recorder's Use

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

ASSIGNMENT OF LEASES AND RENTS

This ASSIGNMENT OF LEASES AND RENTS (“Assignment”) is made effective as of May 12, 2023 by **CHALONS 2 LLC**, a Delaware limited liability company, having an address of 599 Broadway, 8th Floor East, New York, New York 10012 (“Assignor”) in favor of **LENDINGONE, LLC**, a Delaware limited liability company, having its principal place of business at 777 Yamato Road, Suite 510, Boca Raton, Florida 33431 (“Assignee”).

RECITALS:

A. This Agreement is made in connection with a loan in the principal sum of up to Fifty-Six Million Two Hundred Thirty-Five Thousand and 00/100 Dollars (\$56,235,000.00) (the “Loan”) made by Assignee to Assignor, as evidenced by that certain Commercial Promissory Note, dated as of the date hereof, made by Assignor to Assignee (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “Note”).

B. The Loan is secured, in part, by those certain mortgages, deeds of trust, or security deeds, security agreements, and fixture filings, dated as of the date hereof, set forth on the Recordable Documents Schedule attached as Schedule 2 to the Portfolio Loan Agreement (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, collectively, the “Security Instrument”) made by Assignor for the benefit of Assignee. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Security Instrument.

C. Assignor desires to further secure the payment of the Indebtedness and the performance of all of its Obligations under the Note, the Security Instrument and the other Loan Documents.

D. This Assignment is given pursuant to the Note, and payment, fulfillment, and performance by Assignor of its obligations thereunder and under the other Loan Documents is secured hereby, and each and every term and provision of the Note and the Security Instrument, including the rights, remedies, obligations, covenants, conditions, agreements, indemnities, representations and warranties therein, are hereby incorporated by reference herein as though set forth in full and shall be considered a part of this Assignment.

NOW THEREFORE, in consideration of the making of the Loan by Assignee and the covenants, agreements, representations and warranties set forth in this Agreement:

AGREEMENT:

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment.

1.1. Assignor unconditionally assigns to Assignee all of Assignor’s right, title and interest in and to: (a) all rents, revenues, liquidated damages following defaults under the Leases, issues, profits, income and proceeds due or to become due from tenants of the projects located on the real properties more commonly known as the addresses set forth on the Property Schedule attached as Schedule 1, which is more particularly described on the attached Exhibit A (the real properties and projects, collectively, the “Property”), including rentals and all other payments of any kind under the Leases for using, leasing, licensing, possessing, operating from, rendering in, selling or otherwise enjoying the Property (collectively, the “Rents”); (b) all of Assignor’s claims and rights (the “Bankruptcy Claims”) to the payment of damages arising from any rejection by a lessee of any Lease under the United States Bankruptcy Code (the “Bankruptcy Code”); and (c) any and all other rights of Assignor in and to the items set forth in subsections (a) through (b) above, and all amendments, modifications, replacements, renewals, proceeds and substitutions thereof. This Agreement is an absolute assignment to Assignee and not an assignment as security for the performance of the obligations under the Loan Documents (defined below), or any other Indebtedness, and such absolute assignment is presently and immediately effective. Notwithstanding the foregoing, the absolute assignment contained herein shall not itself reduce the obligations owing to Assignee under the Loan Documents unless and until Assignee actually receives the Rents and such Rents are applied by Assignee to such obligations pursuant to Section 4 below.

1.2. For purposes of this Agreement, “Leases” means all leases, subleases, occupancy agreements, licenses, concessions, rental contracts and other agreements (written or oral) now or hereafter existing relating to the use or occupancy of the Property, together with all guarantees, letters of credit and other credit support, modifications, extensions and renewals thereof (whether before or after the filing by or against Assignor of any petition of relief under the Bankruptcy Code) and all related security and other deposits. Assignee grants to Assignor a license to operate and manage the Property and to collect the Rents

which shall be revocable during, and only during, the existence of an Event of Default. Assignor shall hold the Rents, or a portion thereof sufficient to discharge all current sums due on the Indebtedness, in trust for the benefit of Assignee for use in the payment of such sums. During the existence of an Event of Default, the license granted to Assignor herein shall be automatically revoked and Assignee shall immediately be entitled to possession of all Rents, whether or not Assignee enters upon or takes control of the Property. Assignee is hereby granted and assigned by Assignor the right, at its option, upon the revocation of the license granted herein to enter upon the Property in person, by agent or by court-appointed receiver to collect the Rents. Any Rents collected after the revocation of the license herein granted shall be applied toward payment of the Indebtedness in such priority and proportion as Assignee in its discretion shall deem proper. It is further the intent of Assignor and Assignee that the Rents hereby absolutely assigned are no longer, during the term of the Security Instrument, property of Assignor or property of any estate of Assignor as defined in Section 541 of the Bankruptcy Code and shall not constitute collateral, cash or otherwise, of Assignor.

2. Rights of Assignee.

2.1. Subject to Section 2.2 below, upon the occurrence and during the continuance of an Event of Default, Assignee shall have the right, power and authority in accordance with applicable law to: (a) notify any person that all Rents are to be paid directly to Assignee, whether or not Assignee has commenced or completed foreclosure or taken possession of the Property; (b) settle, compromise, release, extend the time of payment of, and make allowances, adjustments and discounts of any Rents; (c) enforce payment of Rents, prosecute any action or proceeding, and defend against any claim with respect to Rents; (d) subject to the rights of tenants under the Leases, enter upon, take possession of and operate the Property; (e) lease all or any part of the Property; and/or (f) perform any and all obligations of Assignor under the Leases and exercise any and all rights of Assignor therein contained to the full extent of Assignor's rights and obligations thereunder, with or without the bringing of any action or the appointment of a receiver.

2.2. At Assignee's request during an Event of Default, Assignor shall deliver a copy of this Agreement to each tenant under a Lease and to each manager and managing agent or operator of the Property. Assignor irrevocably directs any tenant, manager, managing agent, or operator of the Property, without any requirement for notice to or consent by Assignor, to comply with all demands of Assignee under this Agreement and to turn over to Assignee on demand all Rents which it receives. Assignee grants to Assignor a license, which shall be revocable during, and only during, the existence of an Event of Default, to operate and manage the Property and to collect the Rents. Assignor shall hold the Rents, or a portion thereof sufficient to discharge all current sums due on the Indebtedness, in trust for the benefit of Assignee for use in the payment of such sums. During an Event of Default, the license granted to Assignor herein shall be automatically revoked and Assignee shall immediately be entitled to possession of all Rents, whether or not Assignee enters upon or takes control of the Property. If the Event of Default is cured, as determined by Assignee in its sole and absolute discretion, the license granted to Assignor shall be reinstated. Assignee is hereby granted and assigned by Assignor the right, at its option, upon the revocation of the license granted herein to enter upon the Property in person, by agent or by court-appointed receiver to collect the Rents. Any Rents collected after the revocation of the license herein granted may be applied toward payment of the Indebtedness in such priority and proportion as Assignee in its discretion shall deem proper. It is further the intent of Assignor and Assignee that the Rents hereby absolutely assigned are no longer, during the term of the Security Instrument, property of Assignor or property of any estate of Assignor as defined in Section 541 of the Bankruptcy Code and shall not constitute collateral, cash or otherwise, of Assignor.

3. No Obligation or Liability. Notwithstanding Assignee's rights hereunder, Assignee shall not be obligated to perform, and Assignee does not undertake to perform, any obligation, duty or liability with respect to the Leases, Rents or Property on account of this Agreement. Assignee shall have no responsibility

on account of this Agreement for the control, care, maintenance or repair of the Property, for any waste committed on the Property, for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property, except to the extent caused by the gross negligence, intentional or willful misconduct, or fraud, by Assignee. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Property after an Event of Default or from any other act or omission of Assignee in managing the Property after an Event of Default (other than for gross negligence, intentional or willful misconduct, or fraud by Assignee, its employees and agents). Nothing herein contained shall be construed as constituting Assignee a "mortgagee in possession" or "debtor in possession" in the absence of the taking of actual possession of the Property by Assignee. Neither the acceptance by Assignee of this Agreement, nor the granting of any other right, power, privilege or authority in this Assignment, nor the exercise of any of the aforesaid, will at any time thereafter, obligate Assignee (a) to appear in or defend any action or proceeding relating to the Leases, the Rents or the remainder of the Property, (b) to take any action hereunder, (c) to expend any money or incur any expenses or perform or discharge any obligation, duty or liability with respect to any Lease, (d) to assume any obligation or responsibility for any deposits which are not physically delivered to Assignee or (e) to assume any obligation or responsibility for any injury or damage to person or property sustained in or about the Property. In the exercise of the powers herein granted Assignee, no liability shall be asserted or enforced against Assignee, all such liability being expressly waived and released by Assignor.

4. Right to Apply Rents. At any time an Event of Default by Assignor exists, Assignee shall have the right, but not the obligation, to use and apply any Rents received by Assignee pursuant to the terms hereof in such order and such manner as Assignee may determine for:

4.1. Enforcement or Defense. The payment of costs and expenses of enforcing or defending the terms of this Agreement or the rights of Assignee hereunder, and collecting any Rents;

4.2. Loan Payments. Interest, principal or other amounts payable pursuant to the Note, Security Instrument and all other Loan Documents; and

4.3. Operating Expenses. Payment of Assignee's actual out-of-pocket costs and expenses of the operation and maintenance of the Property, including (i) rentals and other charges payable by Assignor under any ground lease or other agreement affecting the Property; (ii) electricity, telephone, water and other utility costs, taxes, assessments, water charges and sewer rents and other utility and governmental charges levied, assessed or imposed against the Property; (iii) insurance premiums of Assignor's insurance policies; (iv) reasonable out-of-pocket costs and expenses with respect to any litigation affecting the Property, the Leases or the Rents; (v) wages and salaries of employees, commissions of agents and attorneys' fees and expenses; and (vi) all other actual out-of-pocket carrying costs, fees, charges, reserves, and expenses whatsoever relating to the Property.

After the payment of all such costs and expenses and after Assignee has established such reserves as it, in its sole and absolute discretion, deems necessary for the proper management of the Property, Assignee shall apply all remaining Rents received by it to the reduction of the Loan.

5. No Waiver. The exercise or nonexercise by Assignee of the rights granted in this Agreement or the collection and application of Rents by Assignee or its agent shall not be a waiver of any default by Assignor under this Agreement or any other Loan Document. No action or failure to act by Assignee with respect to any obligations of Assignor under the Loan Documents, or any security or guaranty given for the payment or performance thereof, shall in any manner affect, impair or prejudice any of Assignee's rights and privileges under this Agreement, or discharge, release or modify any of Assignor's duties or obligations hereunder.

6. **Term.** This Agreement shall continue in full force and effect until the Indebtedness is repaid in full. If all of Assignor's obligations under the Loan Documents are paid in full in accordance with the terms of the Loan Documents and all amounts due under the Assignment and accompanying Loan Documents are paid in full (other than obligations which expressly survive the repayment of the Loan), and no Event of Default then exists under any Loan Document, then this Assignment shall become null and void and be released. At Assignor's request and expense, Assignee shall deliver, in recordable form, to Assignor or its designee, an instrument releasing this Assignment of record and Assignor shall pay any recordation costs. Assignee may charge Assignor a fee for releasing this Assignment, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

7. **Appointment.** Assignor irrevocably appoints Assignee its true and lawful attorney-in-fact, which appointment is coupled with an interest, to exercise any or all of the rights or powers described herein with the same force and effect as if exercised by Assignor, and Assignor ratifies and confirms any and all acts done or omitted to be done by Assignee, its agents, servants, employees or attorneys in, to or about the Property.

8. **Liability of Assignee.** Assignee shall not in any way be liable to Assignor for any action or inaction of Assignee, its employees or agents under this Agreement (other than for gross negligence, intentional or willful misconduct, or fraud by Assignee, its employees and agents).

9. **Indemnification.** Assignor shall indemnify, defend and hold harmless Assignee from and against all liability, loss, damage, cost or expense which it may incur under this Agreement or under any of the Leases, including any claim against Assignee by reason of any alleged obligation, undertaking, action, or inaction on its part to perform or discharge any terms, covenants or conditions of the Leases or with respect to Rents, and including reasonable out-of-pocket attorneys' fees and expenses, INCLUDING LIABILITY, LOSS, DAMAGE, OUT-OF-POCKET COSTS OR EXPENSES ARISING OR ALLEGED TO HAVE ARISEN FROM ASSIGNEE'S NEGLIGENCE OR STRICT LIABILITY, but excluding any claim arising from Assignee's gross negligence, intentional or willful misconduct, or fraud. Any amount covered by this indemnity shall be payable ten (10) Business Days after demand, and shall bear interest from the expiration of such ten (10) Business Day period until the same is paid by Assignor to Assignee at a rate equal to the Default Rate (as defined in the Note).

10. **Modification.** This Agreement may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of such change is sought.

11. **Bankruptcy.**

11.1. Upon or at any time after the occurrence of an Event of Default, Assignee shall have the right to proceed in its own name or in the name of Assignor in respect of any claim, suit, action or proceeding relating to the rejection of any Lease, including, without limitation, the right to file and prosecute, to the exclusion of Assignor, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of the lessee under such Lease under the Bankruptcy Code.

11.2. If there shall be filed by or against Assignor a petition under the Bankruptcy Code, and Assignor, as lessor under any Lease, shall determine to reject such Lease pursuant to Section 365(a) of the Bankruptcy Code, then Assignor shall give Assignee not less than ten (10) days' prior notice of the date on which Assignor shall apply to the bankruptcy court for authority to reject the Lease. Assignee shall have the right, but not the obligation, to serve upon Assignor within such ten-day period a notice stating that (i) Assignee demands that Assignor assume and assign the Lease to Assignee pursuant to Section 365 of the Bankruptcy Code and (ii) Assignee covenants to cure or provide adequate assurance of future performance under the Lease. If Assignee serves upon Assignor the notice described in the preceding sentence, Assignor

shall not seek to reject the Lease and shall comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after the notice shall have been given, subject to the performance by Assignee of the covenant provided for in clause (ii) of the preceding sentence.

12. **Authority.** Assignor represents and warrants that it has full power and authority to execute and deliver this Agreement and the execution and delivery of this Agreement has been duly authorized and does not conflict with or constitute a default under any law, judicial order or other agreement affecting Assignor or the Property.

13. **Headings.** The headings and captions of various paragraphs of this Agreement are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

14. **Notices.** Any notice required or permitted to be given under this Agreement shall be (a) in writing, (b) sent in the manner set forth in the Security Instrument, and (c) effective in accordance with the terms of the Security Instrument.

15. **Successors and Assigns.** This Agreement shall inure to the benefit of Assignee and its successors and assigns and shall be binding on Assignor and its successors and assigns.

16. **Severability.** If any provision of this Agreement or application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Agreement or the application of such provision to persons, entities, or circumstances other than those as to which it is held invalid, shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

17. **Further Assurances.** Assignor shall execute and deliver to Assignee all instruments and do such further acts and things as Assignee may reasonably request which may be necessary or desirable to effect the purposes of this Agreement.

18. **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 (WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS THEREOF THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION), 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 CONFLICT OF LAW PROVISIONS THEREOF THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION) SHALL GOVERN ALL MATTERS RELATING TO THIS ASSIGNMENT AND THE OTHER LOAN DOCUMENTS AND ALL OF THE OBLIGATIONS ARISING HEREUNDER OR THEREUNDER.

19. **Jurisdiction.** ANY LEGAL SUIT, ACTION OR PROCEEDING AGAINST BORROWER OR ASSIGNEE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS SHALL BE INSTITUTED IN ANY FEDERAL OR STATE COURT IN NEW YORK, AND EACH OF ASSIGNEE AND ASSIGNOR WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING, AND HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUIT, ACTION OR PROCEEDING.

20. **Amendments**. This Agreement may not be altered, amended, waived, or modified in any way whatsoever except by a writing duly executed by the party to be charged therewith.

21. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, this Assignment has been duly executed by Assignor as of the date first above written.

ASSIGNOR HEREBY ACKNOWLEDGES THAT IT HAS RECEIVED A TRUE COPY OF THIS ASSIGNMENT WITHOUT CHARGE.

ASSIGNOR:

CHALONS 2 LLC,
a Delaware limited liability company

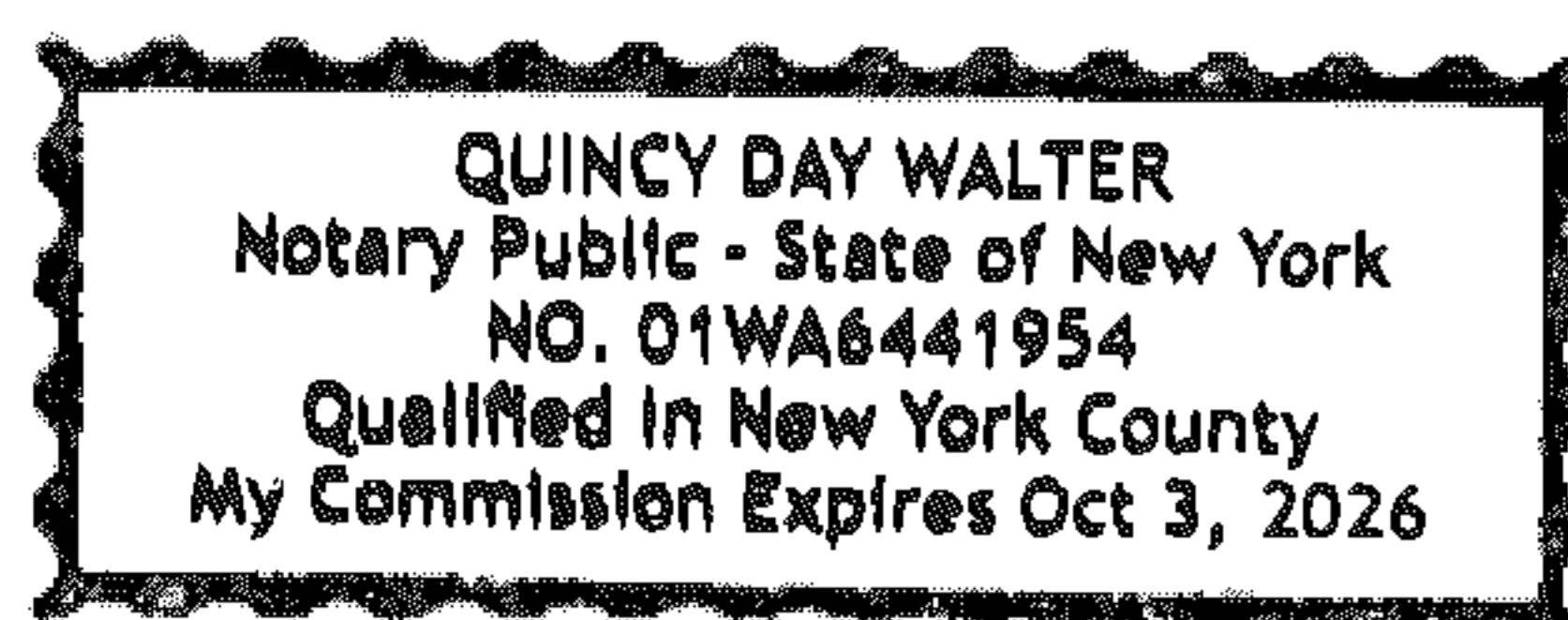
By: _____

Name: Geoffrey Kristof
Title: Officer

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

On the 28 day of April in the year 2023 before me, the undersigned, personally appeared Geoffrey Kristof, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity as Officer of Chalons 2 LLC, a Delaware limited liability company, and that by his signature on the instrument, the individual or the person upon behalf and as the act of the entity of which the individual acted, executed the instrument.

(NOTARY SEAL)



QUINCY DAY WALTER

Notary Public Signature

Printed Name: Quincy Walter

SCHEDULE 1**PROPERTY SCHEDULE**

	Address	City	State	ZIP
1.	219 Creek Run Way	Calera	AL	35040
2.	208 Creek Run Way	Calera	AL	35040
3.	212 Creek Run Way	Calera	AL	35040
4.	220 Creek Run Way	Calera	AL	35040
5.	224 Creek Run Way	Calera	AL	35040
6.	228 Creek Run Way	Calera	AL	35040
7.	232 Creek Run Way	Calera	AL	35040
8.	227 Creek Run Way	Calera	AL	35040
9.	240 Creek Run Way	Calera	AL	35040
10.	248 Creek Run Way	Calera	AL	35040
11.	252 Creek Run Way	Calera	AL	35040
12.	255 Creek Run Way	Calera	AL	35040
13.	283 Creek Run Way	Calera	AL	35040
14.	275 Creek Run Way	Calera	AL	35040
15.	271 Creek Run Way	Calera	AL	35040
16.	263 Creek Run Way	Calera	AL	35040
17.	231 Creek Run Way	Calera	AL	35040
18.	235 Creek Run Way	Calera	AL	35040
19.	223 Creek Run Way	Calera	AL	35040
20.	256 Creek Run Way	Calera	AL	35040
21.	251 Creek Run Way	Calera	AL	35040

EXHIBIT A**PROPERTY DESCRIPTIONS**

The Land referred to is situated in the City of Calera, County of Shelby, State of Alabama, and is further described as follows:

Lots 75, 77-79, 81, 82, 86-90, 235, 236, 238-241, 243 and 245-247. according to the Final Plat of Shiloh Creek, Phase II, Sector I, a residential subdivision, as recorded in Map Book 52, Page 80, in the Office of the Judge of Probate of Shelby County, Alabama.

For Information Only:

Property #	Lot #	Property Address	PIN	Deed
95	235	208 Creek Run Way	35 2 10 0 002 011. 000	20210610000285380
96	236	212 Creek Run Way	35 2 10 0 002 012. 000	20210610000285380
97	90	219 Creek Run Way	35 2 10 0 002 040. 000	20210706000324780
98	238	220 Creek Run Way	35 2 10 0 002 014. 000	20210729000367780
99	239	224 Creek Run Way	35 2 10 0 002 015. 000	20210729000367780
100	240	228 Creek Run Way	35 2 10 0 002 016. 000	20210729000367780
101	241	232 Creek Run Way	35 2 10 0 002 017. 000	20210729000367780
102	79	263 Creek Run Way	35 2 10 0 002 029.000	20210928000473400
103	81	255 Creek Run Way	35 2 10 0 002 031. 000	20210928000473400
104	247	256 Creek Run Way	35 2 10 0 002 023.000	20210928000473400
105	86	235 Creek Run Way	35 2 10 0 002 036.000	20210817000400110
106	87	231 Creek Run Way	35 2 10 0 002 037.000	20210817000400110
107	88	227 Creek Run Way	35 2 10 0 002 038. 000	20210817000400110
108	89	223 Creek Run Way	35 2 10 0 002 039.000	20210817000400110
109	75	283 Creek Run Way	35 2 10 0 002 025. 000	20211014000501110
110	77	275 Creek Run Way	35 2 10 0 002 027. 000	20211014000501110
111	78	271 Creek Run Way	35 2 10 0 002 028. 000	20211014000501110
112	82	251 Creek Run Way	35 2 10 0 002 032.000	20211202000575180
114	245	248 Creek Run Way	35 2 10 0 002 021. 000	20211202000575180
115	246	252 Creek Run Way	35 2 10 0 002 022. 000	20211202000575180
145	243	240 Creek Run Way	35 2 10 0 002 019.000	20211202000575180



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 06/08/2023 08:00:44 AM
 \$49.00 BRITTANI
 20230608000172030

Allen S. Bayl