

THIS INSTRUMENT WAS PREPARED BY
AND UPON RECORDING RETURN TO:

Matthew S. Bergman, Esq.
Potomac Law Group, PLLC
1717 Pennsylvania Avenue, NW, Suite 1025
Washington, DC 20006

ASSIGNMENT OF LEASES AND RENTS

Dated and effective as of November 1, 2023

between

GREEN MXB, LLC, a Delaware limited liability company,
as Assignor

and

CAPITAL ONE, NATIONAL ASSOCIATION,
acting in its capacity as Administrative Agent,
as Assignee

PROPERTY ADDRESSES:

8361 Hwy 31 N/PO Box 135, Calera, AL 35040

SHELBY COUNTY

**NOTE TO PROBATE OFFICE: This instrument is given as additional security
for indebtedness secured by a mortgage recorded contemporaneously herewith
upon which recording tax under Ala. Code Section 40-22-2 has been paid.**

THIS ASSIGNMENT OF LEASES AND RENTS (this “*Assignment*”) dated and effective as of the 1st day of November, 2023, is made by **GREEN MXB, LLC**, a Delaware limited liability company, having an address at 305 A Equipment Court, Lawrenceville, Georgia 30046 (“*Assignor*”), to **CAPITAL ONE, NATIONAL ASSOCIATION**, acting in its capacity as administrative agent on behalf of the Lenders (as defined below) (in such capacity, together with its successors and assigns, hereinafter referred to as “*Assignee*”), having an address at 1680 Capital One Drive, 13th Floor, McLean, Virginia 22102.

W I T N E S S E T H :

WHEREAS, Assignor is the owner of fee simple title to those certain parcels of real property (collectively, the “*Premises*”) described in Exhibit A attached hereto, together with the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and other improvements now or hereafter located thereon (collectively, the “*Property*”);

WHEREAS, Assignor and certain of its affiliates (collectively, “*Borrowers*”), Assignee and the lenders party thereto from time to time (each, a “*Lender*”, and collectively, the “*Lenders*”) have entered into a certain Loan Agreement dated as of the effective date hereof (as amended, modified, restated, consolidated or supplemented from time to time, the “*Loan Agreement*”) pursuant to which the Lenders have agreed to make a secured loan to Borrowers in the aggregate principal amount of Fifty-five Million Eight Hundred Thousand and No/100 Dollars (\$55,800,000.00) (the “*Loan*”);

WHEREAS, Borrowers have executed one or more promissory notes to the respective order of the Lenders in the aggregate principal amount of the Loan (as the same may be amended, modified, restated, severed, consolidated, renewed, replaced, or supplemented from time to time, individually or collectively as the context requires, the “*Notes*”), which are secured by, inter alia, that certain Mortgage, Assignment of Leases and Rents and Security Agreement (as amended from time to time, the “*Mortgage*”) on the Property;

WHEREAS, it is a condition to the obligation of the Lenders to make the Loan to Borrowers pursuant to the Loan Agreement that Assignor execute and deliver this Assignment;

WHEREAS, this Assignment is being given as additional security for the Loan;
and

WHEREAS, capitalized terms used in this Assignment without definition have the respective meanings assigned to such terms in the Loan Agreement or the Mortgage, as the case may be, the terms of each of which are specifically incorporated by reference herein.

NOW, THEREFORE, for good and valuable consideration, receipt of which by the parties hereto is hereby acknowledged, and for the purpose of additionally securing the Debt, Assignor hereby gives, grants, assigns, transfers, conveys and sets over unto Assignee (on behalf of the Lenders), all right, title and interest of Assignor in and to all Leases and all Rents; and

TO HAVE AND TO HOLD the same unto Assignee, and its successors and assigns forever, upon the terms and conditions and for the uses hereinafter set forth.

And Assignor hereby further agrees as follows:

1. Certain Representations, Warranties and Covenants. Assignor represents, warrants and covenants to Assignee and each Lender that:

(a) The payment of the Rents which are payable to Assignor to accrue under any Lease will not be waived, released, reduced, discounted or otherwise discharged or compromised by Assignor;

(b) Assignor has not performed, and will not perform, any acts, and has not executed, and will not execute, any instrument that would prevent Assignee or any Lender from exercising its rights under this Assignment; and

(c) Assignor hereby authorizes and directs any tenant under any of the Leases with Assignor and any successor to all or any part of the interests of any such tenant to pay directly to the applicable deposit account with the Deposit Bank, in accordance with the terms of the Loan Agreement, the Rents due and to become due under such tenant's Lease which are payable to Assignor, and such authorization and direction shall be sufficient warrant to the tenant to make future payments of Rents directly to such deposit account in accordance with the terms of the Loan Agreement without the necessity for further consent by Assignor.

2. Assignment; Deferred Exercise of Rights.

(a) As part of the consideration for the Debt, Assignor does hereby absolutely and unconditionally assign to Assignee (on behalf of the Lenders) all right, title and interest of Assignor in and to all present and future Leases and Rents, and this Assignment constitutes a present and absolute assignment and is intended to be unconditional and not as an assignment for additional security only. It is further intended that it not be necessary for Assignee or any Lender to institute legal proceedings, absent any requirements of law or regulation to the contrary, to enforce the provisions hereof. Assignor hereby authorizes Assignee or its agents to collect the Rents; provided, however, that prior to an Event of Default, and subject at all times to the requirement that payments and deposits of Rents be made directly to the applicable deposit account with the Deposit Bank, Assignor shall have a revocable license, but limited as provided in this Assignment and in any of the other Loan Documents, to otherwise deal with, and enjoy the rights of the lessor under, the Leases.

(b) Upon the occurrence and during the continuance of an Event of Default, and without the necessity of Assignee or any Lender entering upon and taking and maintaining full control of the Property in person, by agent or by court-appointed receiver, the license referred to in paragraph (a) above shall immediately be revoked and Assignee shall have the right at its option, to exercise all rights and remedies contained in the Loan Documents, or otherwise available at law or in equity.

3. Rents Held in Trust by Assignor. Rents held or received by Assignor shall be held or received by Assignor as trustee for the benefit of Assignee only and shall immediately be deposited directly to the applicable deposit account with the Deposit Bank in accordance with the terms of the Loan Agreement.

4. Effect on Rights Under Other Documents. 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 or any Lender of its respective rights and remedies under any of the other Loan Documents, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee or the Lenders under the terms of the other Loan Documents. The rights of Assignee and the Lenders under the other Loan Documents may be exercised by Assignee or, subject to the terms of the Loan Agreement, the Lenders, either prior to, simultaneously with, or subsequent to any action taken by it hereunder. This Assignment is intended to be supplementary to, and not in substitution for or in derogation of, any assignment of rents or grant of a security interest contained in any of the other Loan Documents.

5. Event of Default. Upon or at any time after the occurrence and during the continuance of an Event of Default, then in addition to and without limiting any of Assignee's or any other Lenders' rights and remedies hereunder and under the other Loan Documents and as otherwise available at law or in equity:

(a) Assignee (on behalf of the Lenders) may, at its option, without waiving such Event of Default and without regard to the adequacy of the security for the Debt, either in person or by agent, without bringing any action or proceeding, or by a receiver appointed by a court, without taking possession of the Property in its own name, demand, sue for or otherwise collect and receive all Rents, including those past-due and unpaid, for application to the payment of the Debt in accordance with the terms of the Loan Documents, and Assignee (on behalf of the Lenders) may enter into, and to the extent that Assignor would have the right to do so, cancel, enforce or modify any Lease. The exercise by Assignee of the option granted it in this Section and the collection of the Rents and the application thereof as herein provided shall not be considered a waiver of any Event of Default.

(b) Assignor hereby acknowledges and agrees that payment of any item of Rent by a Person to Assignee as hereinabove provided shall constitute payment in full of such item of Rent by such Person, as fully and with the same effect as if it had been paid to Assignor.

(c) Assignee in respect of the Leases and Rents shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as in effect in the State in which such rights and remedies are asserted as described in Section 12(b) to the extent of such rights thereunder and additional rights and remedies to which a secured party is entitled under the laws in effect in any jurisdiction where any rights and remedies hereunder may be asserted.

6. Application of Rents and Proceeds. After the occurrence and during the continuance of an Event of Default, Rents received or held by Assignor or Assignee shall be applied in accordance with the terms of the Loan Documents.

7. Attorney-in-Fact. Upon the occurrence and during the continuance of an Event of Default, Assignor hereby appoints Assignee the attorney-in-fact of Assignor to take any action and execute any instruments that Assignor is obligated, or has covenanted and agreed under the Loan Agreement or the other Loan Documents to take or execute, which appointment as attorney-in-fact is irrevocable and coupled with an interest. Without limiting the generality of the foregoing provisions of this Section 7, upon the occurrence and during the continuance of an Event of Default, Assignor does hereby irrevocably appoint Assignee as its attorney-in-fact with full power, in the name and stead of Assignor to demand, collect, receive and give complete acquittance for any and all of the Rents now due or that may hereafter become due, and at Assignee's discretion, to file any claim, to take any other action, to institute any proceeding or to make any settlement of any claim, either in its own name or in the name of Assignor or otherwise, which Assignee may deem necessary or desirable in order to collect and enforce the payment of Rents.

8. Termination. Assignee, by the acceptance of this Assignment on behalf of the Lenders, agrees that when all of the Debt shall have been paid and satisfied in full, in immediately available funds, and the Mortgage has been terminated, this Assignment shall terminate, and Assignee shall execute and deliver to Assignor, upon such termination such instruments of termination or re-assignment and Uniform Commercial Code termination statements, all without recourse and without any representation or warranty whatsoever, as shall be reasonably requested by Assignor.

9. Expenses. Assignor agrees to pay to Assignee and the Lenders all expenses (including expenses for attorneys' fees and costs of every kind) of, or incident to, the enforcement of any of the provisions of this Assignment or performance by Assignee or any Lender of any obligation of Assignor hereunder which Assignor has failed or refused to perform.

10. Further Assurances. Assignor agrees that, from time to time upon the written request of Assignee, it will give, execute, deliver, file and/or record any financing statements, notice, instrument, document, agreement or other papers and do such other acts and things that may be necessary and desirable to create, preserve, perfect or validate this Assignment, to enable Assignee to exercise and enforce its rights hereunder with respect to this Assignment or to otherwise carry out the purposes and intent of this Assignment.

11. No Obligation by Assignee. By virtue of this Assignment, neither Assignee nor any Lender shall be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any of the Leases. This Assignment shall not operate to constitute Assignee or any Lender as a lender in possession of the Property or to place responsibility for the control, care, management or repair of the Property upon Assignee or any Lender, nor shall it operate to make Assignee responsible or liable for any waste committed on the Property by any tenant or other party in possession or for any dangerous or defective condition of the Property or for any negligence in the management, upkeep, repair or control thereof.

12. Miscellaneous.

(a) No failure on the part of Assignee, any Lender or any of their respective agents to exercise, and no course of dealing with respect to, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by Assignee, any Lender or any of their respective agents of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies herein are cumulative and are not exclusive of any remedies provided by law.

(b) 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), 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) SHALL GOVERN ALL 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 LOAN AGREEMENT INCORPORATED HEREIN BY REFERENCE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK IN ACCORDANCE WITH SECTION 11.5 OF THE LOAN AGREEMENT, AS SET FORTH IN THE GOVERNING LAW PROVISION OF THE LOAN AGREEMENT.

(c) All rights and remedies set forth in this Assignment are cumulative, and Assignee and the Lenders may recover judgment thereon, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right or remedy afforded hereby; and no such right or remedy set forth in this Assignment shall be deemed exclusive of any of the remedies or rights granted to Assignee or the Lenders in any of the Loan Documents. Nothing contained in this Assignment shall be deemed to limit or restrict the rights and remedies of Assignee or the Lenders under the Loan Agreement or any of the other Loan Documents.

(d) Until the indebtedness and all other obligations secured by the Loan Documents is paid in full, Assignor will, upon request, deliver from time to time to Assignee executed originals to the extent available, otherwise photocopies certified by Assignor as true, correct and complete, of executed originals, of any and all existing Leases to which Assignor is a party, and executed originals, or photocopies of executed originals, so certified by Assignor, if an executed original is not available, of all other and future Leases to which Assignor is a party, and upon request of Assignee, will specifically transfer and assign to Assignee such other and future Leases upon the same terms and conditions as herein contained.

(e) Assignor represents that it: (i) has been advised that Assignee and the Lenders engage in the business of real estate financings and other real estate transactions and

investments which may be viewed as adverse to or competitive with the business of Assignor or its affiliates; (ii) is represented by competent counsel and has consulted counsel before executing this Assignment; and (iii) has relied solely on its own judgment and on its counsel and advisors in entering into the transaction(s) contemplated hereby without relying in any manner on any statements, representations or recommendations of Assignee or any parent, subsidiary or affiliate of Assignee.

13. No Oral Change. This Assignment may not be amended except by an instrument in writing signed by Assignor and Assignee.

14. Successors and Assigns. Assignor may not assign its rights under this Assignment except as permitted under the Loan Agreement. Subject to the foregoing, this Assignment shall be binding upon, and shall inure to the benefit of, Assignor and Assignee and their respective successors and assigns.

15. Notices. All notices, requests and other communications provided for herein shall be given or made in writing in the manner specified in the Loan Agreement.

[The Remainder of This Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Assignment has been duly executed by Assignor on the date of the acknowledgment of Assignor's signature below to be effective as of the date first above written.

ASSIGNOR:

GREEN MXB, LLC, a Delaware limited liability company

By: [Signature] (SEAL)

Name: Marvin K. Hewatt

Title: Manager

ACKNOWLEDGEMENT

STATE OF Georgia

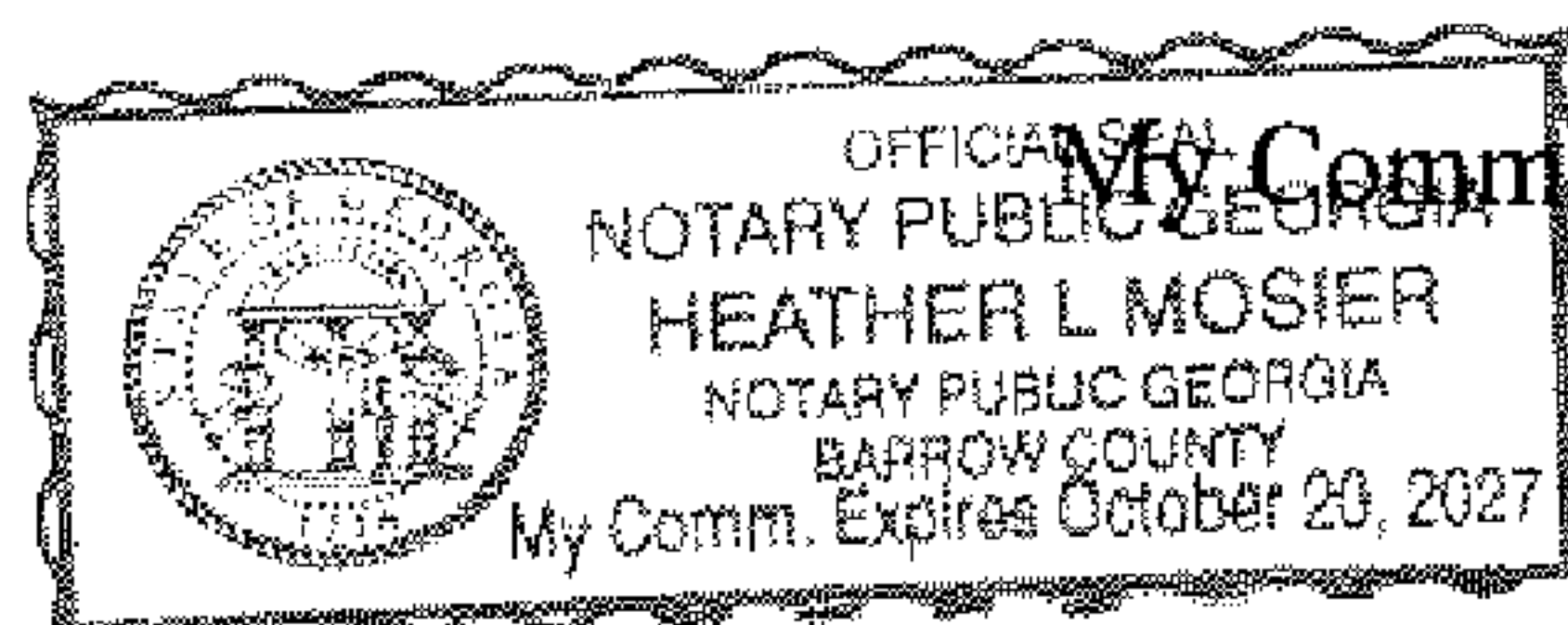
COUNTY OF Barrow

I, the undersigned, a notary public in and for said County in said State, hereby certify that **Marvin K. Hewatt**, whose name as Manager of **GREEN MXB, 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, as such authorized signatory 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 25 day of October, 2023.

[Signature]
Notary Public

[NOTARIAL SEAL]



My Commission Expires: _____

[SIGNATURE PAGE TO AL ASSIGNMENT OF LEASES AND RENTS – SHELBY COUNTY]

5361 Hwy 31 N, PO BOX 135
Calera, AL 35040
Store 5175
Map/Parcel 28-5-21-4-401-035.000

EXHIBIT A

Legal Description

Parcel I:

All that tract or parcel of land lying and being in Lots 438 and 439 according to M. B. Dore's Map and survey of the Town of Calera, Shelby County, Alabama, and more particularly described as follows:

Beginning at the Northeasterly intersection of the Easterly right of Way of Montgomery Avenue (U.S. Highway 31) and the Northerly right of way line of Patton Avenue; thence running in a Northerly direction along the Easterly right of way line of Montgomery Avenue (U. S. Highway 31) a distance of 90 feet, more or less, to an iron pin on the lot line of Lots 438 and 437, said point being the point of beginning; thence continuing in a Northerly direction along the Easterly right of way of Montgomery Avenue (U. S. Highway 31) a distance of 120.0 feet to an iron pin, said iron pin being the Northwestern corner of Lot 439; thence running in an Easterly direction along the Northerly property line of Lot 439 and the Southerly right of way line of an alley a distance of 150.0 feet to an iron pin; thence running in a Southerly direction along the Easterly property line of Lots 439 and 438 a distance of 120.0 feet to an iron pin; thence running in a Westerly direction along the Southerly property line Lot 438 and the Northerly property line of Lot 437 a distance of 150.0 feet to an iron pin in the Easterly right of way line of Montgomery Avenue (U. S. Highway 31) and the point of beginning.

Parcel II:

All that tract or parcel of land lying and being in the Southwest one-quarter of the Northwest one-quarter of Section 25, Township 21 South, Range 1 West, situated in the City of Columbiana, Shelby County, Alabama, and more particularly described as follows:

Beginning at the intersection of the Southerly right of way line of East College Street (State Highway 25) and the Easterly right of way line of East Milner Street; thence running in an Easterly direction along the Southerly right of way line of East College Street (State Highway 25) a distance of 128.0 feet to the point of beginning; thence turn an angle of 93 degrees 00 minutes right running in a Southerly direction a distance of 196.40 feet to an iron pin; thence turn an angle of 93 degrees 00 minutes left running in an Easterly direction a distance of 100.0 feet to an iron pin; thence turn at an angle of 87 degrees 00 minutes left running in a Northerly direction a distance of 196.40 feet to an iron pin located in the Southerly right of Way line of East College Street (State Highway 25); thence turn an angle of 93 degrees 00 minutes left running in a Westerly direction along the Southerly right of way of East College Street (State Highway 25) a distance of 100.0 feet to an iron pin and the point of beginning.

Parcels I and II being known and described as follows, to wit:

Being a 0.413 acre tract or parcel of land out of Lots 438 and 439 according to M. B. Dore's Map and survey of the Town of Calera, Shelby County, Alabama, also being that same tract or parcel of land conveyed to Mapco Express, Inc. by deed recorded in Book 340 Page 635, Shelby County, Alabama, said 0.413 acre tract being more particularly described as follows;

COMMENCING at the intersection of the East right-of-way of Montgomery Avenue (U.S. Highway 31) and the North right-of-way line of 18th Avenue;

THENCE North 02 Deg. 49 Min. 26 Sec. East, along and with the East right-of-way line of Montgomery Avenue (U. S. Highway 31), for a distance of 90 feet, to a ½" Iron Rebar with cap stamped "CARP 00010LS" found for the intersection of the lot line of Lots 438 and 437, the Southwest corner of said Book 340 Page 635, the Northwest corner of that certain tract conveyed to Curtis Lee Cofer, Jr., recorded in Book 373, Page 405, Shelby County, Alabama, and being the POINT OF BEGINNING, also being the Southwest corner of the herein described tract;

THENCE North 02 Deg. 49 Min. 26 Sec. East, continuing along and with the East right-of-way line of Montgomery Avenue (U. S. Highway 31), for a distance of 120.00 feet, to a mag nail set for the intersection of the Northwest corner of said Book 340 Page 635, and the Southwest corner of that certain tract conveyed to Leif Milliron, recorded in Document Number 2020217000578720, Shelby County, Alabama, also being the Northwest corner of the herein described tract;

THENCE South 87 Deg. 31 Min. 56 Sec. East, along and with the South line of said Document Number 2020217000578720, for a distance of 150.00 feet, to a mag nail set for the intersection of the Northeast corner of said Book 340 Page 635, the Southeast corner of said Document Number 2020217000578720, also being in the West right-of-way line of a 16 foot Alley, also being the Northeast corner of the herein described tract;

THENCE South 02 Deg. 49 Min. 26 Sec. West, along and with the West right-of-way line of said 16 foot Alley, for a distance of 120.00 feet, to a mag nail set for the intersection of the Southeast corner of said Book 340 Page 635, the Northeast corner of said Book 373 Page 405, also being the Southeast corner of the herein described tract;

THENCE North 87 Deg. 31 Min. 56 Sec. West, along and with the North line of said Book 373 Page 405, for a distance of 150.00 feet, to the POINT OF BEGINNING, and containing 0.413 Acres of land.



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 06/11/2024 01:08:35 PM
 \$49.00 JOANN
 20240611000173750

Allen S. Bayl