

**DOCUMENT PREPARED BY:**

Gary A. Bryant  
Crowe & Dunlevy, P.C.  
Braniff Building  
324 N. Robinson Ave., Suite 100  
Oklahoma City, OK 73102

**WHEN RECORDED, PLEASE RETURN TO:**

First Fidelity Bank  
5100 North Classen Blvd., Suite 650  
Oklahoma City, Oklahoma 73118  
Attn: Brenda Hill

Space above this line for recorder's use only

**ASSIGNMENT OF LEASES, RENTS AND PROFITS**

THIS ASSIGNMENT OF LEASES, RENTS AND PROFITS (the "Assignment") is made and entered into effective as of the 31st day of October, 2025, by and **TOSCO/SAV, LLC**, a Georgia limited liability company ("Assignor"), having its principal office at 400 Mall Blvd., Suite M-1, Savannah, Georgia 31406, to and for the benefit of **FIRST FIDELITY BANK**, an Oklahoma banking corporation ("Assignee"), having its at 5100 North Classen Blvd., Suite 650, Oklahoma City, Oklahoma 73118, with reference to the following:

(a) Assignor, as borrower, has signed and delivered to Assignee a certain \$2,776,191.00 Promissory Note of even date herewith (the "Note").

(b) The Note is secured, without limitation, by a certain Mortgage, Security Agreement, Assignment of Rents & Profits and Fixture Filing of even date herewith (the "Mortgage"), signed by Assignor, as grantor, for the benefit of Assignee, and covering, without limitation, the real property in Shelby County, Alabama, described on Exhibit "A" attached hereto and incorporated herein, together with all improvements and fixtures now or hereafter located on such real property and all appurtenances thereunto belonging (collectively, the "Mortgaged Property").

(c) The Note, the Mortgage, this Assignment and all other documents executed in connection therewith are collectively referred to as the "Loan Documents."

(d) Assignor's execution and delivery of this Assignment is a condition precedent to Lender's making the loan evidenced by the Note and the other Loan Documents.

(e) In connection with the execution and delivery of the Note, Assignee has required that Assignor assign to Assignee all of Assignor's right, title and interest in, to and under any and

all leases and subleases (hereinafter collectively referred to as the "Leases" and singularly as a "Lease") now or hereafter in existence (as amended or supplemented from time to time), including but not limited to that certain Ground Lease Agreement dated July 10, 2023, between Highway 280 Corner, LLC, a Delaware limited liability company, as to which Assignor is successor lessor and Bank of America, National Association, is the lessee (the "BofA Lease") and covering space in or applicable to the Mortgaged Property, and Assignor desires and intends by this instrument to assign to Assignee all of Assignor's right, title and interest in, to and under the Leases, including the BofA Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby absolutely and unconditionally assign, grant, transfer and set over unto Assignee (i) all right, title and interest of Assignor in and to all Leases of the Mortgaged Property now existing or hereafter executed, (ii) all extensions, modifications or renewals of such Leases, (iii) all guaranties, if any, of lessees' obligations under Leases covering the Mortgaged Property, together with all modifications, amendments, extensions or renewals thereof, (iv) any and all security deposits received by Assignor or any agent of Assignor in connection with any such Leases, and (v) all of the rents, issues and profits now due or to become due from the Mortgaged Property, now existing or which may come into being in the future in such Mortgaged Property or under the Leases hereby assigned.

As used herein, "Secured Indebtedness" means all of the following described indebtedness and obligations of Assignor: (i) all principal, interest, after-default interest, prepayment premiums, charges and fees due under the Note, the original of which is maintained at the office of Assignee, and the terms and provisions of which are incorporated herein by reference as if fully set forth herein, together with any and all extensions, renewals, modifications, amendments, rearrangements, consolidations, substitutions and changes in form thereof; and (ii) any and all future advances which may be made to Assignor by Assignee, in connection with the Mortgaged Property; and (iii) any and all other indebtedness, of whatever kind or character, now owing or that may hereafter become owing by Assignor to Assignee; and (iv) any and all sums which Assignee may expend or become obligated to expend, at Assignee's option, to cure any breach or default of Assignor under this Assignment, together with interest on all sums from the respective dates which Assignee may expend or become obligated to expend at the after-default rate of interest set forth in the Note or the highest rate permitted by law, whichever is less; and (v) any and all amounts which Assignee may expend or become obligated to expend in collecting the Secured Indebtedness or the rents herein assigned, in foreclosing the lien of the Mortgage, in preserving or protecting the Mortgaged Property, or in pursuing or exercising any right or remedy hereunder, including, but not limited to, reasonable attorneys' fees, court costs, abstracting expenses, receivers' fees, appraisers' fees, watchmen's fees, storage fees and other expenses reasonably incurred to protect and preserve the Mortgaged Property or in maintaining the priority of this Assignment or in retaking, holding, preparing for sale or selling the Mortgaged Property, together with interest on all such sums which Assignee may expend, accrued from the respective dates of expenditure at the after-default rate of interest set forth in the Note or the highest rate permitted by law, whichever is less, and (vi) all of Borrower's covenants, agreements, promises and obligations in the Note, the Mortgage, this Assignment and/or any of the other Loan Documents.

This Assignment is made subject to the following covenants, conditions and agreements:

1. **LICENSE; REVOCATION OF LICENSE.** Until the occurrence of an Event of Default under the Note, the Mortgage, this Assignment or any of the other Loan Documents, and the continuance of such Event of Default after such notice of the Event of Default and such opportunity to cure the Event of Default as may be required by the Note, Assignor shall have the right under the license hereby granted (but limited as herein provided) to collect the rents, issues and profits from the Mortgaged Property. In the exercise of such license, Assignor agrees to collect such issues, rents and profits and hold the same as trust funds to be applied: first, to the payment of taxes and assessments against the Mortgaged Property; second, to the cost of insurance, maintenance and repairs required by the terms of the Mortgage; third, to the payment of the Secured Indebtedness as it becomes due, provided that all of the Secured Indebtedness shall become due on acceleration of the maturity of the Note; and fourth, to the payment of reasonable costs in operating and managing the Mortgaged Property. Upon the occurrence of an Event of Default under the Note, the Mortgage, this Assignment or any of the other Loan Documents and the continuance of such Event of Default after such notice of the Event of Default and such opportunity to cure the Event of Default as may be required by the Note, then Assignee, at its option and without further notice, shall have the immediate and continuing right to terminate the license hereby granted to Assignor to collect rents, issues and profits from the Mortgaged Property, and Assignee shall have the right and authority, at its option, to enter upon the Mortgaged Property either by Assignee's agents or employees, or by a receiver appointed by a court, who may be appointed upon *ex parte* application, and whether or not it enters upon or takes possession of the Mortgaged Property, to demand, collect, receive, sue for and recover, by its officers, agents, employees or the receiver, in the name of Assignor, or in its own name as assignee, directly from all tenants of the Mortgaged Property the rents, issues and profits thereof, whether accruing or past due, including, without limitation, all rents thereafter accruing and becoming payable during the period of said or any other default. Assignor hereby consents to the appointment of a receiver or receivers, *ex parte*, and waives any and all notices of and defenses to such appointment and agrees not to oppose any application therefor by Assignee. Assignor also authorizes Assignee upon such entry, at its option, to take over and assume the management, operation and maintenance of the Mortgaged Property, and in general to perform all actions necessary in connection therewith in the same manner and to the same extent as Assignor might so act. Upon electing to exercise the rights herein granted, Assignee may make reasonable effort to collect the rents, reserving, however, within its own discretion, the right to determine the method of collection and the extent to which enforcement of collection of delinquent rents shall be prosecuted, but it shall not be accountable for more money than it actually receives from the Mortgaged Property, and shall not be liable for failure to collect rents. A default by Assignor under this Assignment shall constitute a default under the Note, the Mortgage and all other Loan Documents. Assignor will execute any further instruments necessary or required by Assignee to evidence or to perfect the transfer to Assignee of the Leases, rents and profits of the Mortgaged Property. Notwithstanding any language in this Assignment seemingly to the contrary, neither the acceptance by the Assignee of the assignment granted in this paragraph 1, nor the granting of any other right, power, privilege or authority in this Assignment, nor the exercise of any of the aforesaid shall (a) prior to the actual taking of physical possession and operational control of the Mortgaged Property by the Assignee be deemed to constitute the Assignee as a "mortgagee in possession"; or (b) bind the Assignee to the performance of any of the covenants, conditions or provisions contained in the BofA Lease or other document

or otherwise to impose any obligation on the Assignee (including, without limitation, any liability under the covenant of quiet enjoyment contained in the BofA Lease or in any law of any applicable state in the event that any tenant shall have been joined as a party defendant in any action to foreclose this Assignment and shall have been barred and foreclosed thereby of all right, title and interest and equity of redemption in the Mortgaged Property), or (c) at any time thereafter obligate the Assignee (i) to appear in or defend any action or proceeding relating to the Leases, the rents, issues or profits thereof so assigned or the remainder of the Mortgaged Property, (ii) to take any action hereunder, (iii) to expend any money or incur any expenses or perform or discharge any obligation, duty or liability with respect to the BofA Lease assigned hereunder, (iv) to assume any obligation or responsibility for any deposits which are not physically delivered to the Assignee, or (v) for any injury or damage to person or property sustained in or about the Mortgaged Property.

2. **APPLICATION OF RENTS BY ASSIGNEE.** All sums collected and received by Assignee out of the rents, issues and profits of such Mortgaged Property may be applied to the payment of the following, in such order and priority as Assignee may determine, in its sole subjective discretion:

- (a) The reasonable costs of collection of such rents, issues and profits;
- (b) The Secured Indebtedness, in such order and priority as Assignee may determine, in its sole subjective discretion;
- (c) The reasonable costs of management of the Mortgaged Property;
- (d) The repairs and upkeep of the Mortgaged Property deemed necessary by Assignee, including without limitation, the purchase of such additional furniture, fixtures and equipment as Assignee in its sole subjective discretion may deem necessary for the maintenance of a proper rental value of the Mortgaged Property;
- (e) All taxes, assessments, premiums for public liability insurance and insurance premiums payable by Assignor as provided in the Mortgage; and
- (f) Any taxes imposed upon or collectible by Assignee under any federal or state law or any law or ordinance enacted by any political subdivision thereof or any supplements or amendments thereto, provided, however, that such tax shall be based upon the employment by Assignee of persons necessary to the operation of the Mortgaged Property.

3. **NO CREDIT.** Notwithstanding the provisions of paragraph 2 hereof, no credit shall be given by Assignee for any sum or sums received from the rents, issues and profits of the Mortgaged Property until the money collected is actually received by Assignee at its principal office or at such other place as Assignee shall designate in writing, and no credit shall be given for any uncollected rents or other uncollected amounts or bills, nor shall credit be given for any rents, issues and profits derived from the Mortgaged Property after Assignee obtains possession of the Mortgaged Property under order of court or by operation of law.

4. **APPOINTMENT OF AGENTS.** Upon occurrence of an Event of Default under the Note, the Mortgage, this Assignment or any of the other Loan Documents, and the continuance

of such Event of Default after such notice of the Event of Default and such opportunity to cure the Event of Default as may be required by the Note, Assignee may appoint and dismiss such agents or employees as shall be necessary for the collection of the rents, issues and profits, and for the proper care and operation of the Mortgaged Property, and Assignor hereby grants to such agents or employees so appointed full and irrevocable authority on Assignor's behalf to manage the Mortgaged Property and to do all acts relating to such management, including among others the making of new Leases in the name of Assignor or otherwise, the alteration or amendment of existing Leases, the authorization of repairs or replacements to maintain the building or buildings and chattels incidental thereto in good and tenantable condition and the making of such alterations or improvements as in the reasonable judgment of Assignee may be necessary to maintain or increase the income from the Mortgaged Property. Assignee shall have the sole control of such agents or employees whose remuneration shall be paid out of the rents, issues, and profits as hereinbefore provided, at the rate of compensation accepted in the community wherein the Mortgaged Property is situated unless otherwise specified, and Assignor hereby expressly releases Assignee from any liability to Assignor for the acts of such agents, and agrees that Assignee shall not be liable for their neglect or for monies that may come into the possession of such agents.

**5. NO LIMITATION OF RIGHTS.** Assignor agrees that nothing in this Assignment shall be construed to limit or restrict in any way the rights and powers granted in the Note, the Mortgage and/or any of the other Loan Documents. The collection and application of the rents, issues and profits as above described shall not constitute waiver of any default which might at the time of application or thereafter exist under the Note, the Mortgage, this Assignment and/or any of the other Loan Documents, and the exercise by Assignee of the rights herein provided shall not prevent Assignee's exercise of any rights provided under any of the other Loan Documents.

**6. ASSIGNOR'S WARRANTIES.** In addition to all other representations and warranties by Assignor in this Assignment, Assignor hereby represents and warrants to Assignee that:

(a) Assignor is the sole owner of landlord's interest under the Leases hereby assigned, is entitled to receive the rents, issues, profits and security deposits under the Leases and from the Mortgaged Property, and has good right to sell, assign, transfer and set over the same and to grant to and confer upon Assignee the rights, interests, powers and authorities herein granted and conferred.

(b) Assignor has neither made nor permitted to be made any assignment other than this Assignment of any of its rights under the Leases to any person or entity.

(c) Assignor has not done any acts nor omitted to do any act which might prevent Assignee, or limit Assignee in acting under any of the provisions of this Assignment.

(d) Assignor has not accepted rent under any of the Leases hereby assigned more than sixty (60) days in advance of its due date.

(e) Except as expressly disclosed to Assignee by Assignor in writing on or before the date hereof, there is no default by any of the lessees under the terms of any of the Leases.

(f) Assignor is not prohibited under any agreement with any person or entity or under any judgment or decree from the execution and delivery of this Assignment or of the Leases, from the performance of each and every covenant of Assignor hereunder and under the Leases, or from the meeting of each and every condition contained herein or in the Leases.

(g) No action has been brought or threatened which in any way would interfere with the right of Assignor to execute this Assignment and perform all of Assignor's obligations herein contained.

**7. PERFORMANCE BY ASSIGNOR.** Assignor hereby covenants and agrees with Assignee as follows:

(a) Assignor shall (i) fulfill, perform and observe each and every condition and covenant of Assignor contained in the Leases covering any portion of the Mortgaged Property; (ii) at the sole cost and expense of Assignor, diligently seek to enforce, short of termination of a lease, the performance and observance of each and every covenant and condition of the Leases to be performed or observed by the lessees thereunder; and (iii) appear in and defend any action growing out of, or in any manner connected with, any of the Leases or the obligations or liabilities of Assignor, as lessor thereunder, or of any of the lessee's or guarantors thereunder.

(b) Assignor, at Assignee's request, shall furnish Assignee with executed copies of all Leases now existing or hereafter made of all or any part of the Mortgaged Property. Without the prior written consent of the Assignee, Assignor shall not: (i) execute or permit to exist any lease of all or a substantial part of the Mortgaged Property except for occupancy by the tenants thereof; (ii) discount any rents or collect the same for a period of more than one month in advance; (iii) execute any conditional bill of sale, chattel mortgage, security agreement or any other security instruments covering any furniture, furnishings, fixtures and equipment, intended to be incorporated in the Mortgaged Property or the appurtenances thereto, or covering articles of personal property placed in the Mortgaged Property, or purchase any of such furniture, furnishings, fixtures and equipment so that ownership of the same will not vest unconditionally in the Assignor, free from encumbrances on delivery to the Mortgaged Property; (iv) further assign the Leases, rents and profits of or relating to the Mortgaged Property; or (v) enter into any new Lease or cancel, extend or modify an existing Lease for any space to be leased, including the BofA Lease. The holder of any subordinate lien shall have no right to terminate any lease affecting the Mortgaged Property whether or not such lease be subordinate to the Mortgage and other Loan Documents. Nothing contained in this paragraph shall constitute or be construed as an approval by Assignee of any subordinate lien on the Mortgaged Property, or any part thereof.

(c) Assignor shall authorize and direct, and does hereby authorize and direct, each and every present and future lessee to pay rent directly to Assignee upon receipt of written notice from Assignee that an Event of Default has occurred under the Note, the Mortgage, this Assignment and/or any of the other Loan Documents and continues to exist after such notice of the Event of Default and such opportunity to cure the Event of Default as may be required by the Note, and that Assignee demands payment of rent to Assignee. Further, upon request of Assignee, at any time, Assignor will deliver a written notice to each lessee of the Mortgaged Property, which notice shall inform such lessee of this Assignment and instruct it that, upon its receipt of notice from Assignee

of the existence of an Event of Default under the Note, the Mortgage, this Assignment or any of the other Loan Documents, all rent due thereafter shall be paid to Assignee.

(d) Assignee shall not be obligated to perform or discharge any obligation under the Leases hereby assigned or under or by reason of this Assignment, and Assignor hereby agrees to indemnify and hold harmless Assignee from and against any and all liability, loss or damage (including, without limitation, reasonable attorneys' fees and court costs) which Assignee may suffer or incur or become liable for under the Leases or under or by reason of this Assignment and from and against all claims and demands whatsoever which may be asserted against Assignee by reason of any act of Assignee under this Assignment or under any of the Leases or by reason of any alleged obligation or undertaking on Assignee's part to perform or discharge any of the terms of such Leases.

8. REMEDIES CUMULATIVE. The remedies herein provided shall be in addition to and not in substitution for the rights and remedies vested in Assignee in the Note, the Mortgage, this Assignment, any of the other Loan Documents, or in law or equity, all of which rights and remedies are specifically reserved by Assignee. The remedies herein provided or otherwise available to Assignee shall be cumulative and may be exercised concurrently. The failure to exercise any of the remedies herein provided shall not constitute a waiver thereof, nor shall use of any of the remedies herein provided prevent the subsequent or concurrent resort to any other remedy or remedies. This paragraph shall be broadly construed so that all remedies herein provided or otherwise available to Assignee shall continue and be each and all available to Assignee until the indebtedness evidenced by the Note shall have been paid in full.

9. ADDITIONAL DOCUMENTS. At any time and from time to time, upon request by Assignee, Assignor will make, execute and deliver, or cause to be made, executed and delivered, to Assignee and, where appropriate, cause to be recorded and/or filed and from time to time thereafter to be rerecorded and/or refiled at such time and in such offices and places as shall be deemed desirable by Assignee, any and all such other and further assignments, deeds to secure debt, mortgages, deeds of trust, security agreements, financing statements, continuation statements, instruments of further assurance, certificates and other documents as may, in the reasonable opinion of Assignee, be necessary or desirable in order to effectuate, complete, or perfect, or to continue and preserve (a) the obligations of Assignor under this Assignment and (b) this Assignment as an absolute assignment of the Leases and the rents, issues, profits and security deposits from the Mortgaged Property. Upon any failure by Assignor so to do, Assignee may make, execute, record, file, rerecord and/or refile any and all such assignments, deeds to secure debt, mortgages, deeds of trust, security agreements, financing statements, continuation statements, instruments, certificates and documents for and in the name of Assignor and Assignor hereby irrevocably appoints Assignee the agent and attorney-in-fact of Assignor so to do.

10. INDULGENCES BY ASSIGNEE. Assignor hereby consents and agrees that Assignee may at any time and from time to time, without notice to or further consent from Assignor, either with or without consideration, surrender any property or other security of any kind or nature whatsoever held by it or by any person, firm or corporation on its behalf or for its account securing the indebtedness evidenced by the Note; extend or renew the Note for any period; grant releases, compromises and indulgences with respect to the Note or any of the documents which secure payment of the Note to any persons or entities now or hereafter liable thereunder or

hereunder; release any guarantor or endorser of the Note; or take or fail to take any action of any type whatsoever, and no such action which Assignee shall take or fail to take in connection with the Note or any of the other Loan Documents which secure payment of the Note, nor any course of dealing with Assignor or any other person, shall release Assignor's obligations hereunder, affect this Assignment in any way or afford Assignor any recourse against Assignee. The provisions of this Assignment shall extend and be applicable to all extensions, renewals, modifications, amendments, rearrangements, consolidations, substitutions and changes in form of the Note, the Mortgage, this Assignment or any of the Loan Documents which secure payment of the Note and the Leases, and any and all references herein to the Note, the Mortgage, this Assignment or any of the other Loan Documents which secure payment of the Note or the Leases shall be deemed to include any such extensions, renewals, modifications, amendments, rearrangements, consolidations, substitutions or changes in form thereof.

11. **NO WAIVERS.** Any failure by Assignee to insist upon the strict performance by Assignor of any of the terms and provisions of this Assignment shall not be deemed to be a waiver of any of the terms and provisions of this Assignment, and Assignee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Assignor of any and all of the terms and provisions of this Assignment to be performed by Assignor. Further, no delay by Assignee in exercising any of its rights or remedies hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder.

12. **CHANGE OF OWNERSHIP.** If ownership of the Mortgaged Property or any portion thereof becomes vested in a person or persons other than Assignor, Assignee may deal with such successor or successors in interest with reference to this Assignment and the Secured Indebtedness in the same manner as with Assignor, provided, however, nothing contained in this paragraph shall constitute or be construed as Assignee's consent to or approval of any change in ownership of the Mortgaged Property or any part thereof.

13. **NOTICES.** Notices and other communications shall be given under this Assignment in conformity with the notice paragraph in the Mortgage.

14. **RELATIONSHIP OF THE PARTIES.** This Assignment is given as an incident to a lending transaction between Assignee and Assignor, and in no event shall Assignee be construed or held to be a partner, joint venturer or associate of Assignor in the conduct of the business of Assignor, on or about the Mortgaged Property or otherwise, nor shall Assignee be liable for any debts or obligations incurred by Assignor in the conduct of such business, it being understood and agreed that the relationship of the parties is and at all times shall remain that of lender and borrower.

15. **CUMULATIVE REMEDIES.** The rights of Assignee arising under the representations, warranties, covenants and agreements contained in this Assignment shall be separate, distinct and cumulative and none of them shall be in exclusion of the others; and no act of Assignee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provisions, anything herein or otherwise to the contrary notwithstanding.

16. **CONSTRUCTION.** The paragraph headings and captions contained in this Assignment are included for convenience only and shall not be construed or considered a part of this Assignment or affect in any manner the construction or interpretation of this Assignment. Whenever used in this Assignment, the singular will include the plural, the plural the singular, and the use of any gender will be applicable to all genders.

17. **SEVERABILITY.** If any covenant or agreement in this Assignment is invalid or void for any reason, such invalid or void covenant or agreement shall not affect the whole of this Assignment, and the balance of the covenants and agreements of this Assignment shall remain in full force and effect.

18. **AMENDMENT.** This Assignment cannot be changed, modified or amended except by an agreement in writing, signed by the party against whom enforcement of the change is sought and in recordable form.

19. **BINDING EFFECT.** All of the covenants, conditions and agreements contained in this Assignment shall run with the land and shall bind Assignor, and the respective successors and assigns of Assignor, and shall inure to the benefit of Assignee and its successors and assigns. Whenever a reference is made in this Assignment to "Assignor" or "Assignee", such reference shall be deemed to include a reference to its successors and assigns, but this shall not be construed as Assignee's consent to any conveyance, assignment or other transfer by Assignor of its interest in the Mortgaged Property.

20. **NO THIRD-PARTY BENEFICIARY.** This Assignment is made solely for the benefit of Assignee and its assigns. No lessee under any Leases or any other person shall have standing to bring any action against Assignee as a result of this Assignment, or to assume that Assignee will exercise any remedies provided herein, and no person other than Assignee shall, under any circumstances, be deemed to be a beneficiary of any provision of this Assignment.

21. **CHOICE OF LAW; JURISDICTION; VENUE.** THIS ASSIGNMENT AND THE OTHER LOAN DOCUMENTS SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF OKLAHOMA EXCEPT TO THE EXTENT MANDATED BY THE LAWS OF THE STATE IN WHICH THE MORTGAGED PROPERTY IS SITUATED FROM TIME TO TIME IN EFFECT, EXCEPT TO THE EXTENT PREEMPTED BY FEDERAL LAW. ALL ACTIONS OR PROCEEDINGS WITH RESPECT TO THIS ASSIGNMENT MAY BE INSTITUTED IN ANY STATE DISTRICT COURT OR FEDERAL DISTRICT COURT IN OKLAHOMA COUNTY, OKLAHOMA OR HAVING THE MORTGAGED PROPERTY WITHIN ITS JUDICIAL DISTRICT, AS THE ASSIGNEE MAY ELECT, AND BY EXECUTION AND DELIVERY OF THIS ASSIGNMENT, THE ASSIGNOR IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE NONEXCLUSIVE JURISDICTION (BOTH SUBJECT MATTER AND PERSON) OF EACH SUCH COURT AND IRREVOCABLY AND UNCONDITIONALLY WAIVES (I) ANY OBJECTION THAT ASSIGNOR MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE IN EITHER OF SUCH COURTS, AND (II) ANY CLAIM THAT ANY ACTION OR PROCEEDING BROUGHT IN EITHER SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

22. WAIVER OF JURY TRIAL. THE ASSIGNOR OR ASSIGNEE HEREBY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THE LOAN DOCUMENTS. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY ASSIGNOR AND ASSIGNEE, AND ASSIGNOR AND ASSIGNEE ACKNOWLEDGE THAT NEITHER PARTY NOR ANY PERSON ACTING ON BEHALF OF EITHER PARTY HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR HAS TAKEN ANY ACTIONS WHICH IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. ASSIGNOR AND ASSIGNEE FURTHER ACKNOWLEDGE EACH HAS BEEN REPRESENTED (OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE SIGNING OF THE LOAN DOCUMENTS AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL. ASSIGNOR AND ASSIGNEE ACKNOWLEDGE THAT EACH HAS READ AND UNDERSTANDS THE MEANING AND RAMIFICATIONS OF THIS WAIVER PROVISION. THIS ASSIGNMENT CONSTITUTES A WRITTEN CONSENT TO WAIVER OF TRIAL BY JURY AND ANY PARTY IS AUTHORIZED AND EMPOWERED TO FILE THIS ASSIGNMENT WITH THE CLERK OR JUDGE OF ANY COURT OF COMPETENT JURISDICTION AS A STATUTORY WRITTEN CONSENT TO WAIVER OF TRIAL BY JURY.

23. ATTORNEYS' FEES. If Assignee refers this Assignment or any of the other Loan Documents to an attorney to enforce, construe or defend any provision hereof or thereof, or as a consequence of any default or Event of Default hereunder or thereunder, with or without the filing of any legal action or proceeding, Assignor shall pay to Assignee upon demand the amount of all attorneys' fees, costs and other expenses incurred by Assignee in connection therewith, together with interest thereon from the date of demand at the rate applicable to the principal balance of the Note or, if the Note has been fully repaid, at the rate that would be applicable if the Note had not been fully repaid. The reference to "attorneys' fees" in this paragraph and in all other places in this Assignment and the other Loan Documents shall include, without limitation, such amounts as may then be charged by Assignee for legal services furnished by attorneys in the employ of Assignee, at rates not exceeding those which would be charged by outside attorneys for comparable service. Additionally, the reference to "attorneys' fees" or "reasonable attorneys' fees" in this Assignment or any other Loan Documents shall mean such fees as may then be charged by Assignee's attorneys at their customary hourly rates.

24. RELEASE. If the Secured Indebtedness is fully paid in accordance with the terms and provisions of the Note and the Loan Documents, and if the covenants and agreements contained in the Note and the other Loan Documents are kept and performed, then this Assignment shall be promptly released by Assignee. Cancellation of the Mortgage shall have the effect of releasing this Assignment of record.

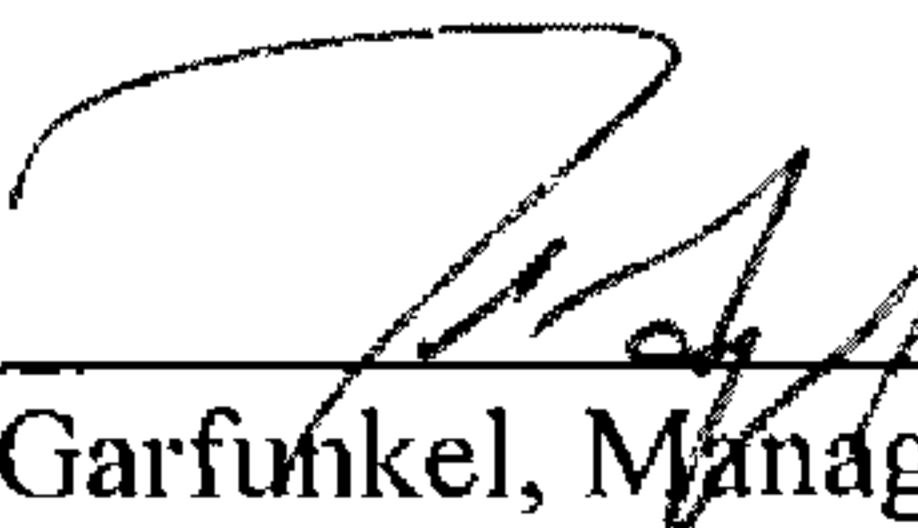
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*(Signature page follows)*

IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of the day, month and year first above written.

"Assignor":

**TOSCO/SAV, LLC,**  
a Georgia limited liability company

By: 

David Garfunkel, Manager

**ACKNOWLEDGMENT**

State of Georgia

County of Chatham

Signed, sealed and delivered in my presence on October 29th, 2025, by **David Garfunkel** as Manager of TOSCO/SAV, LLC, a Georgia limited liability company, who        is personally known or        who produced government-issued photo identification pursuant to O.C.G.A. Sec. 45-17-8(e).

Amber Spain  
(Signature of Notary Public)

Notary Public, State of Georgia

[Stamp/Seal]

My commission expires: 8/31/2026



**EXHIBIT "A"****(Mortgaged Property Description)**

The Land referred to herein below is situated in the County of Shelby, State of Alabama and is described as follows:

**PARCEL I:**

A part of the Southwest 1/4 of the Northeast 1/4; Northwest 1/4 of the Southeast 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

From the Southeast corner of said Southwest 1/4 of the Northeast 1/4; thence West along the South Quarter Section line of said Southwest 1/4 of the Northeast 1/4 959.23 feet, to point of beginning; thence right 90 degrees Northerly 95.0 feet; thence left 45 degrees Northwesterly 127.0 feet; thence right 43 degrees 30 minutes Northerly 75.00 feet to the Southeast right of way of a proposed road; thence left 126 degrees 38 minutes 19 seconds along said right of way Southwesterly 130.32 feet to point of a curve; thence continue along curve of said right of way having a curve radius of 377.81 feet an arc length 150.36 feet, a delta angle of 22 degrees 48 minutes 11 seconds a tangent of 76.19 feet, to the Northeast right of way of U.S. Highway No. 280; thence left 90 degrees to tangent of said curve Southeasterly along a chord of the Northeast right of way of said U.S. Highway 280, 235.0 feet; thence left 91 degrees 54 minutes 15 seconds from said chord Northeasterly 54.50 feet to the South Quarter Section line of said Southwest 1/4 of the Northeast 1/4; thence right 62 degrees 50 minutes 45 seconds Easterly 60.90 feet along said Quarter Section to point of beginning.

ALSO KNOWN AS: Lot 1 according to the unrecorded map of Greenhill By The Lake as shown, on the Shelby County Tax Assessor's Records.

**PARCEL II:**

Being a part of the Southwest 1/4 of the Northeast 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Southeast corner of the Southwest Quarter of the Northeast Quarter of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, and run West along the South line of said Quarter-Quarter Section a distance of 1,020.17 feet; thence turn an angle to the left of 62 degrees 50 minutes 45 seconds and run Southwesterly for 54.50 feet' to a point on the Northeasterly right of way line of U.S. Highway 280. Said point being on a curve to the right, said curve having a radius of 5,639.58 feet and subtending a central angle of 03 degrees 18 minutes 10 seconds; thence turn an angle to the right of 91 degrees 16 minutes 35 seconds to become tangent with said curve; thence run Northwesterly along the arc of said curve and said Northeasterly right of way line of U.S. Highway 280 for 325.08 feet to the point of beginning. Said point also being the intersection of the Northeasterly right of way line of U.S. Highway 280 and the Northerly right away line of Greenhill Parkway, as recorded in Real Book 066, Page 146, Shelby County, Alabama; said point is also the beginning of a curve to the right, said curve having a radius of 5,639.58 feet and subtending a central angle of 00 degrees 45 minutes 06 seconds; thence run along the arc of said curve and along the Northeasterly right of way line of U.S. Highway 280 for 73.99 feet to a point, said point being the Southeast corner of property recorded in Real Book 051, Page 40, Shelby County, Alabama; thence turn an angle to the right of 106 degrees 02 minutes 17 seconds from the tangent of said curve and run Northeasterly for 456.71 feet to a point, said point being the Southeasterly corner of Lot 3, Colonial Properties Subdivision, as recorded in Map Book 8, Page 138, in the Office of the Judge of Probate of Shelby County, Alabama; thence turn an angle to the right of 90 degrees 08 minutes 24 seconds and run

Southeasterly for 104.88 feet to a point on the North right of way line of said Greenhill Parkway, said point being on a curve to the left, said curve having a radius of 670.14 feet and subtending a central angle of 11 degrees 13 minutes 50 seconds; thence turn an angle to the right of 104 degrees 25 minutes 36 seconds to become tangent to said curve; thence run along the arc of said curve and along said Greenhill Parkway right of way for 131.36 feet to the end of said curve; thence turn an angle to the right of 90 degrees 00 minutes 00 seconds from tangent of said curve and run Northwesterly for 15.00 along said Greenhill Parkway right of way to a point; thence turn an angle to the left of 90 degrees 00 minutes 00 seconds and run Southwesterly along the Northerly right of way line of said Greenhill Parkway for 179.92 feet to the beginning of a curve to the left, said curve having a radius of 422.57 feet and subtending a central angle of 17 degrees 23 minutes 48 seconds; thence run along the arc of said curve and the Northerly right of way line of said Greenhill Parkway for 128.30 feet to the point of beginning.

ALSO KNOWN AS: Part of Lot 3, according to the unrecorded map of Greenhill By The Lake, as shown on the Shelby County Tax Assessor's Records.

ALSO DESCRIBED AS:

PARCEL I:

A parcel of land being situated in the Southwest one-quarter of the Northeast one-quarter of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

Commence at a point marking the Southeast corner of the Southwest one-quarter of the Northeast one-quarter of said Section 36, thence run North 88 degrees 25 minutes 05 seconds West along the South line of said one-quarter section for a distance of 959.23 feet to a set capped rebar stamped (GSA); thence continue along the last describe course and along said South line for a distance of 60.90 feet to a point (unable to set); thence run South 28 degrees 50 minutes 45 seconds West for a distance of 54.71 feet to a found 1/2 inch rebar lying on the Northerly Right of Way of U.S. Highway 280 (Right of Way varies), said point lying on a curve to the right with a radius of 5639.58 feet, a central angle of 02 degrees 23 minutes 20 seconds, a cord bearing of North 58 degrees 50 minutes 30 seconds west and a chord distance of 235.13 feet; thence run along the arc of said curve and said Northerly Right of way for a distance of 235.15 feet to a found 1/2 inch rebar marking the intersection of the Northerly Right of Way of said U.S. Highway 280 and the Southeasterly Right of Way of Greenhill Parkway (Right of Way varies), said point lying on a curve to the right with a radius of 377.81 feet, a central angle of 22 degrees 27 minutes 01 seconds, a chord bearing of North 42 degrees 13 minutes 20 seconds East and a chord distance of 147.09 feet; thence leaving said Northerly Right of Way, run along the arc of said curve and said Southeasterly Right of Way for a distance of 148.04 feet to a set capped rebar stamped (GSA); thence run North 53 degrees 26 minutes 44 seconds East along said Right of Way for a distance of 130.32 feet to a set capped rebar stamped (GSA), said point lying on a curve to the right with a radius of 609.88 feet, a central angle of 00 degrees 12 minutes 38 seconds a chord bearing of North 53 degrees 27 minutes 02 seconds East and a chord distance of 2.24 feet; thence run along the arc of said curve and said Right of Way for a distance of 2.24 feet to a set cross; thence leaving said Southeasterly Right of Way, run South 00 degrees 16 minute 10 seconds East for a distance of 76.11 feet to a found capped rebar stamped (Sain); thence run South 42 degrees 51 minutes 52 seconds East for a distance of 126.59 feet to a found capped rebar stamped (Sain); thence run South 02 degrees 00 minutes 50 seconds West for a distance of 94.46 feet to the POINT OF BEGINNING. Said parcel contains 47,032 square feet or 1.08 acres more or less.

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## PARCEL II:

A parcel of land being situated in the Southwest one-quarter of the Northeast one-quarter of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

Begin at a found 5/8 Inch capped rebar marking the Southwest corner of the Plat of Greenhill Parkway as recorded in Map Book 25, Page 144 in the Office of the Judge of Probate for Shelby County, Alabama, said point lying on the Northerly Right of Way of Greenhill Parkway (Right of Way varies), said point also lying on a curve to the left with a radius of 5639.58, a central angle of 00 degrees 45 minutes 05 seconds, a chord bearing of North 56 degrees 12 minutes 47 seconds West and a chord distance of 73.95 feet; thence leaving said Northerly Right of Way of Greenhill Parkway, run along the arc of said curve and said Northerly Right of Way of U.S. Highway 280 for a distance of 73.95 feet to a found capped rebar stamped (Sain); thence leaving said Northerly Right of Way, run North 50 degrees 07 minutes 06 seconds East for a distance of 456.49 feet to a found capped rebar stamped (WSE); thence run South 39 degrees 50 minutes; 19 seconds East for a distance of 104.84 feet to a found capped rebar stamped (Paragon) lying on the Northerly Right of Way of afore mentioned Greenhill Parkway, said point lying on a curve to the right with a radius of 670.14 feet, a central angle of 09 degrees 16 minutes 32 seconds, a chord bearing of South 60 degrees 03 minutes 48 seconds West and a chord distance of 108.37 feet; thence run along the arc of said curve and said Northerly Right of Way for a distance of 108.49 to a set capped rebar stamped (GSA); thence run South 62 degrees 33 minutes 10 seconds West along said Northerly Right of Way for a distance of 23.17 feet to a set capped rebar stamped (GSA); thence run North 36 degrees 32 minutes 02 seconds West along said Northerly Right of Way for a distance of 11.73 feet to a found 5/8 inch capped rebar; thence run South 53 degrees 26 minutes 36 seconds West along said Northerly Right of Way for a distance of 72.61 feet to a found pk nail, said point lying on a curve to the left with a radius of 331.75 feet, a central angle of 33 degrees 06 minutes 27 seconds, a chord bearing of South 51 degrees 02 minutes 06 seconds West and a chord distance of 189.04 feet; thence run along the arc of said curve and said Northerly Right of Way for a distance of 191.70 feet to a set nail, said point lying on a curve to the right with a radius of 422.57 feet, a central angle of 06 degrees 16 minutes 34 seconds, a chord bearing of South 39 degrees 10 minutes 39 seconds West and a chord distance of 46.21 feet; thence run along the arc of said curve and said Northerly Right of Way for a distance of 46.29 feet to the POINT OF BEGINNING. Said parcel contains 30,807 square feet or 0.71 acres more or less.



Filed and Recorded  
 Official Public Records  
 Judge of Probate, Shelby County Alabama, County  
 Clerk  
 Shelby County, AL  
 11/10/2025 03:38:10 PM  
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*Allie S. Bayl*