

PREPARED FOR OR BY AND UPON  
RECORDATION RETURN TO:

Riemer & Braunstein LLP  
71 South Wacker Drive, Suite 3515  
Chicago, Illinois 60606  
Attention: Thomas D. Gianturco, Esq.

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(Space Above For Recorder's Use)

**ASSIGNMENT OF LEASES AND RENTS**

GRANTOR/ASSIGNOR:      BROOK HIGHLAND SC LLC, BROOK HIGHLAND SC TIC 1 LLC,  
BROOK HIGHLAND SC TIC 2 LLC, BROOK HIGHLAND SC TIC 3  
LLC, BROOK HIGHLAND SC TIC 4 LLC, BROOK HIGHLAND SC  
TIC 5 LLC, BROOK HIGHLAND SC TIC 8 LLC, BROOK HIGHLAND  
SC TIC 9 LLC, and BROOK HIGHLAND SC TIC 10 LLC,  
individually and collectively, as Assignor

ASSIGNOR'S  
SOURCE OF TITLE:      Instrument 20220708000270780

GRANTEE/ASSIGNEE:      AMP SHC MORTGAGE LENDER, LLC, a Delaware limited liability  
company

This instrument is filed as additional security for a mortgage recorded simultaneously herewith upon which  
the mortgage recording tax has been paid.

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## ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") is made as of November 19, 2025, by BROOK HIGHLAND SC LLC, BROOK HIGHLAND SC TIC 1 LLC, BROOK HIGHLAND SC TIC 2 LLC, BROOK HIGHLAND SC TIC 3 LLC, BROOK HIGHLAND SC TIC 4 LLC, BROOK HIGHLAND SC TIC 5 LLC, BROOK HIGHLAND SC TIC 8 LLC, BROOK HIGHLAND SC TIC 9 LLC, and BROOK HIGHLAND SC TIC 10 LLC, each a Delaware limited liability company (individually and collectively, jointly and severally, "Assignor"), each having an address at c/o First National Realty Partners, 151 Bodman Place, Suite 201, Red Bank, New Jersey 07701, in favor of AMP SHC MORTGAGE LENDER, LLC, a Delaware limited liability company, as lender and assignee (together with its successors and assigns, "Assignee"), having an address at 100 Fillmore Street, Suite 325, Denver, Colorado 80206.

### W I T N E S S E T H:

WHEREAS, Assignor and Assignee have entered into a Loan Agreement dated as of the date hereof (as may be amended, modified, restated, consolidated, replaced or supplemented from time to time, the "Loan Agreement"), pursuant to which Assignee is making a secured loan to Assignor in the principal amount of Fifty-Seven Million and 00/100 Dollars (\$57,000,000.00) (the "Loan"). *Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement.* The Loan is evidenced by a Promissory Note, dated as of the date hereof, made by Assignor to Assignee in the original principal amount of Fifty-Seven Million and 00/100 Dollars (\$57,000,000.00) (as the same may be amended, modified, restated, severed, consolidated, renewed, replaced, extended, or supplemented from time to time, individually or collectively as the context requires, the "Note"); and

WHEREAS, the Note is secured by that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of the date hereof (as may be amended, consolidated or modified from time to time the "Security Instrument"), made by Assignor in favor of Assignee, encumbering that certain real property located in Birmingham, Alabama and more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Land"), and all buildings and other improvements now or hereafter located thereon (collectively, the "Improvements") (the Land and the Improvements are hereinafter sometimes collectively referred to as the "Property"); and

WHEREAS, Assignor is desirous of further securing to Assignee the performance of the terms, covenants and agreements hereof and of the Note, the Loan Agreement, the Security Instrument and each other document evidencing, securing, guaranteeing or otherwise relating to the indebtedness evidenced by the Note (the Note, the Loan Agreement, the Security Instrument and such other documents, as each of the foregoing may, upon mutual agreement of the parties, from time to time be amended, consolidated, renewed or replaced, being collectively referred to herein as the "Loan Documents").

NOW, THEREFORE, in consideration of the making of the Loan by Assignee and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby absolutely and unconditionally transfer, assign, pledge and convey, as applicable, to Assignee, its successors and assigns, all of the right, title and interest of Assignor in and to (the "Assigned Property"):

(a) any and all leases, subleases, licenses, rental agreements and occupancy agreements of whatever form now or hereafter affecting all or any part of the Property and any and all guarantees, extensions, renewals, replacements and modifications thereof (collectively, the "Leases"); and

(b) all deposits (whether for security or otherwise), rents, issues, profits, revenues, royalties, accounts, rights, benefits and income of every nature of and from the Property, including,



without limitation, minimum rents, additional rents, termination payments, forfeited security deposits, liquidated damages following default and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability due to destruction or damage to the Property, together with the immediate and continuing right to collect and receive the same, whether now due or hereafter becoming due, and together with all rights and claims of any kind that Assignor may have against any Tenant, lessee or licensee under the Leases or against any other occupant of the Property (collectively, the "Rents").

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns.

IT IS AGREED that, notwithstanding that this Assignment is a present, absolute and executed assignment of the Rents and of the Leases and a present, absolute and executed grant of the powers herein granted to Assignee, Assignor is hereby granted a license by Assignee, to retain possession of the Leases and to exercise all rights granted to the landlord under the Leases and to collect and retain the Rents unless and until there shall be an "Event of Default" (as hereinafter defined) under the terms of this Assignment or any of the other Loan Documents. Upon and during the continuation of an Event of Default, the aforementioned license granted to Assignor shall automatically be suspended with notice to Assignor, Assignee may thereafter, without taking possession of the Property, take possession of the Leases and collect the Rents. Further, from and after such termination, Assignor shall be the agent of Assignee in collection of the Rents, and any Rents so collected by Assignor shall be held in trust by Assignor for the sole and exclusive benefit of Assignee and Assignor shall, within two (2) Business Days after receipt of any Rents, pay the same to Assignee to be applied by Assignee as hereinafter set forth. Furthermore, during the continuation of an Event of Default and suspension or termination of the aforementioned license, Assignee shall have the right and authority, without notice to Assignor and without regard to the adequacy of the security therefor, to: (a) make application to a court of competent jurisdiction for appointment of a receiver for all or any part of the Property, as particularly set forth in the Security Instrument; (b) manage and operate the Property, with full power to employ agents to manage the same; (c) demand, collect, receive and sue for the Rents, including those past due and unpaid; and (d) do all acts relating to such management of the Property, including, but not limited to, negotiation of new Leases, making adjustments of existing Leases, contracting and paying for necessary repairs and replacements to the Improvements and to the fixtures, equipment and personal property located in the Improvements or used in any way in the operation, use and occupancy of the Property as in the reasonable discretion of Assignee may be necessary to maintain the same in a tenantable condition and, maintain a proper rental income from the Property, employing necessary managers and other employees, providing utilities and paying for all other expenses incurred in the operation of the Property, maintaining adequate insurance coverage over hazards customarily insured against and paying the premiums therefor. Upon such revocation and collection of Rents by Assignee, Assignor shall have no further obligation to collect or enforce payment of Rents from Tenants and Assignee shall have the sole right to sue Tenants or take other enforcement actions to recover the Rents in Assignee's own name or through a qualified receiver. In such case, Assignee shall apply the Rents received by Assignor from the Property, after deducting the actually incurred costs of collection thereof, including, without limitation, reasonable attorneys' fees and a management fee for any management agent, leasing agent or other party so employed, against amounts expended for repairs, upkeep, maintenance, service, fuel, utilities, taxes, assessments, insurance premiums and such other expenses as Assignee incurs in connection with the operation of the Property and against interest, principal, required escrow deposits and other sums which have or which may become due, from time to time, under the terms of the Loan Documents, in such order or priority as to any of the items so mentioned as Assignee, in its reasonable discretion, may determine. The exercise by Assignee of the rights granted Assignee in this paragraph, and the collection of, the Rents and the application thereof as herein provided, shall not be considered a waiver by Assignee of any Event of Default under the Loan Documents or prevent foreclosure of any liens on the Property nor shall such exercise make Assignee liable under any of the Leases, Assignee hereby expressly reserving all of its rights and privileges under the Security Instrument, the Loan Agreement and the other Loan



Documents as fully as though this Assignment had not been entered into. For purposes of RCW §7.28.230 on perfection by recording of this Assignment, the foregoing assignment is "intended as security".

Without limiting the rights granted hereinabove, in the event Assignor shall fail to make any payment or to perform any act required under the terms hereof and such failure shall not be cured within any applicable notice, grace or cure period, then Assignee may, but shall not be obligated to, with prior notice and demand on Assignor, and without releasing Assignor from any obligation hereof, make or perform the same in such manner and to such extent as Assignee may reasonably deem necessary to protect the security hereof, including specifically, without limitation, appearing in and defending any action or proceeding purporting to affect the security hereof or the rights or powers of Assignee, performing or discharging any obligation, covenant or agreement of Assignor under any of the Leases that are reasonably necessary to prevent termination, material impairment of value, material forfeiture of rights or Assignee's security interest therein, and, in exercising any of such powers, paying all necessary costs and expenses, employing counsel and incurring and paying reasonable attorneys' fees. Any reasonable documented sum advanced or paid by Assignee for any such purpose, including, without limitation, reasonable attorneys' fees, together with interest thereon at the Default Rate (as defined in the Loan Agreement) from the date paid or advanced by Assignee until repaid by Assignor, shall immediately be due and payable to Assignee by Assignor on demand and shall be secured by the Security Instrument and by all of the other Loan Documents securing all or any part of the indebtedness evidenced by the Note.

IT IS FURTHER AGREED that this Assignment is made upon the following terms, covenants and conditions:

1. This Assignment shall not operate to place responsibility for the control, care, management or repair of the Property upon Assignee, nor for the performance of any of the terms and conditions of any of the Leases, except to the extent expressly assumed in writing by Assignee or mandated by applicable Law following Assignee taking actual possession of the Property, nor shall it operate to make Assignee responsible or liable for any waste committed on the Property by Tenants or any other party or for any dangerous or defective condition of the Property or for any negligence in the management, upkeep, repair or control of the Property. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Property or from any other act or omission of Assignee in managing the Property. Assignor shall and does hereby indemnify and hold Assignee harmless from and against any and all actual liability, loss, claim, demand or damage which may or might be incurred by reason of this Assignment, including, without limitation, claims or demands for security deposits from Tenants of space in the Improvements deposited with Assignor, and from and against any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any of the Leases. Should Assignee incur any liability as a result from this Assignment or in defense of any claim or demand for loss or damage as provided above, the amount thereof, including, without limitation, reasonable costs, expenses and reasonable attorneys' fees, together with interest thereof at the Default Rate from the date paid or incurred by Assignee until repaid by Assignor, shall be due and payable to Assignee by Assignor within 5 (five) Business Days from demand and shall be secured by the Security Instrument and by all of the other Loan Documents securing all or any part of the indebtedness evidenced by the Note. Notwithstanding the foregoing, this indemnity shall not, as to Assignee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the illegal acts, gross negligence or willful misconduct of Assignee; and provided, further, that Assignor shall not be obligated to indemnify Assignee to the extent that such losses, claims, damages, liabilities or related expenses have been found to first arise from any act, omission, or event occurring on or after the Transition Date (as defined below). "Transition Date" means the date Lender or its designee or nominee or any purchaser at a foreclosure sale has taken ownership and title to the Property through foreclosure, deed-in-lieu of foreclosure, or otherwise free of



occupancy and claims to occupancy by Borrower and its, successors and assigns, as determined by a final non-appealable judgment or order by a court of competent jurisdiction; provided that, if such release, foreclosure or conveyance is challenged, in bankruptcy proceedings or otherwise, the Transition Date shall be deemed not to have occurred until such challenge is validly released, dismissed with prejudice or otherwise barred by Law from further assertion.

2. This Assignment shall not be construed as making Assignee a mortgagee in possession. 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.

3. Assignee is obligated to account to Assignor only for such Rents as are actually collected or received by Assignee.

4. Assignor hereby further presently and absolutely assigns to Assignee, subject to the terms and provisions of this Assignment: (a) any award or other payment which Assignor may hereafter become entitled to receive with respect to any of the Leases as a result of or pursuant to any bankruptcy, insolvency or reorganization or similar proceedings involving Tenants under such Leases; and (b) any and all payments made by or on behalf of any Tenant in lieu of Rent. Notwithstanding the foregoing, Assignee shall have no right to exercise any of the foregoing assignments or powers except during the continuance of an Event of Default. Assignor hereby irrevocably appoints Assignee as its attorney-in-fact to, during the continuation of an Event of Default by Assignor hereunder or under any of the other Loan Documents, appear in any such proceeding and to collect any such award or payment, which power of attorney is coupled with an interest by virtue of this Assignment and is irrevocable so long as any sums are outstanding under the loan evidenced by the Note. Upon issuance of a deed or deeds pursuant to a foreclosure of the Security Instrument, all right, title and interest of Assignor in and to the Leases shall, by virtue of this Assignment, be vested in the grantee or grantees in such deed or deeds without any further act or assignment by Assignor. Assignor hereby irrevocably appoints Assignee, and its successors and assigns, as its agent for further assurance in favor of such grantee or grantees in such deed or deeds, as may be necessary or desirable for such purpose.

5. The representations and warranties set forth in Section 5.32 of the Loan Agreement are hereby incorporated into this Assignment by this reference as if fully set forth herein.

6. Assignor covenants and agrees that Assignor shall use commercially reasonable efforts to comply with all covenants and agreements set forth in Section 6.12 of the Loan Agreement, all of which are incorporated herein by reference.

7. Until the Obligations have been repaid in full, Assignor covenants and agrees that Assignor shall, at its sole cost and expense, appear in and defend any action or proceeding arising under, growing out of, or in any manner connected with the Leases or the obligations, duties or liabilities of the landlord or tenant thereunder, and shall pay on demand all reasonable costs and expenses, including, without limitation, attorneys' fees, which Assignee actually incurs in connection with Assignee's appearance, voluntary or otherwise, in any such action or proceeding together with interest thereon at the Default Rate from the date incurred and demanded by Assignee until repaid by Assignor

8. At any time, Assignee may, at its option, notify by written notice signed by Lender or its authorized agent, any Tenants or other parties of the existence of this Assignment. Assignor does hereby irrevocably (until satisfaction of the Loan) and specifically authorize, instruct and direct each and every present and future Tenant, lessee and licensee of the whole or any part of the Property to pay all unpaid and future Rents to Assignee upon receipt of such written demand from Assignee (which demand shall only be sent by Assignee if an Event of Default then exists) to so pay the same and Assignor hereby agrees that



each such present and future Tenant, lessee and licensee may rely upon such written demand from Assignee to so pay said Rents without any inquiry into whether there exists an Event of Default. Assignor hereby waives any right, claim or demand which Assignor may now or hereafter have against any present or future Tenant, lessee or licensee by reason of such payment of Rents to Assignee, and any such payment shall discharge such Tenant's, lessee's or licensee's obligation to make such payment to Assignor.

9. Assignee may take or release any security for the indebtedness evidenced by the Note, may release any party primarily or secondarily liable for the indebtedness evidenced by the Note, may grant extensions, renewals or indulgences with respect to the indebtedness evidenced by the Note and may apply any other security therefor held by it to the satisfaction of any indebtedness evidenced by the Note without prejudice to any of its rights hereunder, provided that no such action shall increase or expand any obligations or liabilities of Assignor hereunder.

10. The acceptance of this Assignment and the collection of the Rents in the event Assignor's license is terminated, as referred to above, shall be without prejudice to Assignee. The rights of Assignee hereunder are cumulative and concurrent, may be pursued separately, successively or together and may be exercised as often as occasion therefor shall arise, it being agreed by Assignor that the exercise of any one or more of the rights provided for herein shall not be construed as a waiver of any of the other rights or remedies of Assignee, at Law or in equity or otherwise, so long as any obligation under the Loan Documents remains unsatisfied.

11. All rights of Assignee hereunder shall inure to the benefit of its successors and assigns, and all obligations of Assignor shall bind its successors and assigns, provided that no such succession or assignment shall increase or expand the obligations or liabilities of Assignor hereunder. All rights of Assignee in, to and under this Assignment shall pass to and may be exercised by any assignee (subject to the notice requirement in the immediately succeeding sentence) of such rights of Assignee. Assignor hereby agrees that if Assignee gives written notice to Assignor of an assignment of said rights, upon such notice the liability of Assignor to the assignee of Assignee shall be immediate and absolute to the extent of Assignor's obligations then outstanding and without enlargement thereof. Assignor will not set up any claim against Assignee or any intervening assignee as a defense, counterclaim or setoff to any action brought by Assignee or any intervening assignee for any amounts due hereunder or for possession of or the exercise of rights with respect to the Leases or the Rents except to the extent required by applicable Law.

12. It shall be an "Event of Default" hereunder if Assignor shall be in breach of any covenant or agreement contained herein or if any Event of Default shall occur under the Loan Agreement. Upon the occurrence and continuance of an Event of Default hereunder, Assignee may exercise any and all of the rights and remedies provided for herein, at any time, and from time to time, in Assignee's sole and absolute discretion. An Event of Default hereunder shall be a default (or, if applicable, an "Event of Default") under each of the other Loan Documents.

13. Failure by Assignee to exercise any right which it may have hereunder shall not be deemed a waiver thereof unless so agreed in writing by Assignee, and the waiver by Assignee of any default hereunder shall not constitute a continuing waiver or a waiver of any other default or of the same default on any future occasion. No collection by Assignee of any Rents pursuant to this Assignment shall constitute or result in a waiver of any Default or Event of Default then existing hereunder or under any of the other Loan Documents provided that such collection shall not, in and of itself, be deemed an admission of any Default or Event of Default by Assignor, nor operate to prejudice or limit any rights, remedies or defenses available to Assignor under applicable Law.

14. If any provision of this Assignment or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Assignment and the application



of the provisions hereof to other Persons or circumstances shall not be affected thereby and shall be enforced to the fullest extent permitted by applicable Law.

15. This Assignment may not be amended, modified or otherwise changed except by a written instrument duly executed by Assignor and Assignee.

16. This Assignment shall be in full force and effect continuously from the date hereof to and until the payment, discharge, and performance of any and all indebtedness and obligations evidenced by the Note and the Loan Agreement or secured or guaranteed by any of the Loan Documents, and the release of the Security Instrument shall, for all purposes, automatically terminate this Assignment and render this Assignment null and void and of no effect whatsoever. Assignee shall, upon Assignor's written request, execute and deliver any release or termination documents reasonably requested by Assignor (at Assignor's sole cost and expense) to evidence such termination.

17. In case of a conflict between any provision of this Assignment and any provision of the Loan Agreement or the Security Instrument, the provision of the Loan Agreement or the Security Instrument, as applicable, shall prevail and be controlling.

18. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by Law shall be given and become effective as provided in the Loan Agreement.

19. This Assignment and the obligations arising hereunder shall be governed by and construed in accordance with the Law of the State of New York applicable to contracts made and performed in such State pursuant to Section 5-1401 of the New York General Obligations Law and any applicable Law of the United States of America. Notwithstanding the foregoing laws, the laws of the State of Alabama shall govern all issues concerning matters relating to the creation, perfection and procedures relating to the enforcement of liens created pursuant to this Assignment. All other provisions of this Assignment shall be governed by and construed in accordance with the Law of the State of New York and any applicable Law of the United States of America, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of New York.

20. This Assignment may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Assignment may be detached from any counterpart of this Assignment without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Assignment identical in form hereto but having attached to it one or more additional signature pages.

21. In addition to, but not in lieu of, any other rights hereunder, Assignee shall have the right to institute suit and obtain a protective or mandatory injunction against Assignor to prevent a breach or default, or to reinforce the observance, of the agreements, covenants, terms and conditions contained herein, as well as the right to damages occasioned by any breach or default by Assignor.

22. This Assignment shall continue and remain in full force and effect during any period of foreclosure with respect to the Property.

23. If Assignor consists of two (2) or more persons, the term "Assignor" shall also refer to all persons signing this Assignment as Assignor, and to each of them, and all of them are jointly and severally bound, obligated and liable hereunder. Assignee may release, compromise, modify or settle with any Assignor, in whole or in part, without impairing, lessening or affecting the obligations and liabilities of the

other Assignor hereunder. Any of the acts mentioned aforesaid may be done without the approval or consent of, or notice to, any of Assignor.

24. Assignor hereby covenants and agrees that Assignee shall be entitled to all of the rights, remedies and benefits available at Law, in equity or as a matter of practice for the enforcement and perfection of the intents and purposes hereof. If an Event of Default then exists, Assignee shall, as a matter of absolute right, be entitled, upon application to a court of applicable jurisdiction, without notice to Assignor, to the appointment of a receiver to obtain and secure the rights of Assignee hereunder and the benefits intended to be provided to Assignee hereunder.

25. Jurisdiction; Waiver of Venue; Service of Process; Waiver of Jury Trial.

(a) Jurisdiction. Assignor irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind against Assignee in any way relating to this Assignment or any other Loan Document or the transactions relating hereto or thereto, in any forum other than (i) the courts of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, and (ii) any state court or any United States federal court sitting in the State of Alabama, and any appellate court from any thereof. Assignor irrevocably and unconditionally submits to the jurisdiction of such courts and agrees that all claims in respect of any such action, litigation or proceeding may be heard and determined in such courts. Assignor agrees that a final judgment in any such action, litigation or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Nothing in this Assignment or in any other Loan Document shall affect any right that Assignee may otherwise have to bring any action or proceeding relating to this Assignment or any other Loan Document against Assignor or its properties in the courts of any jurisdiction.

(b) Waiver of Venue. Assignor irrevocably and unconditionally waives, to the fullest extent permitted by applicable Law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Assignment or any other Loan Document in any court referred to in paragraph (a) of this Section 25. Assignor hereby irrevocably waives, to the fullest extent permitted by applicable Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Service of Process. Assignor irrevocably consents to service of process in the manner provided for notices in Section 9.4 of the Loan Agreement. Nothing in this Assignment will affect the right of any party hereto to serve process in any other manner permitted by applicable Law.

(d) Waiver of Jury Trial. Assignor, to the maximum extent permitted by Law, hereby knowingly, intentionally and voluntarily, with and upon the advice of competent counsel, waives, relinquishes and forever forgoes the right to a trial by jury in any action or proceeding based upon, arising out of, or in any way relating to the Obligations or this Assignment, or any conduct, act or omission of Assignor or Assignee, whether sounding in contract, tort or otherwise.

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




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

**ASSIGNOR:**

**BROOK HIGHLAND SC LLC,**  
a Delaware limited liability company

By: FNRP Realty Advisors LLC,  
a Delaware limited liability company,  
its manager

By:   
Name: Andrew DeNardo  
Title: Authorized Signatory

**NOTARY ACKNOWLEDGMENT**

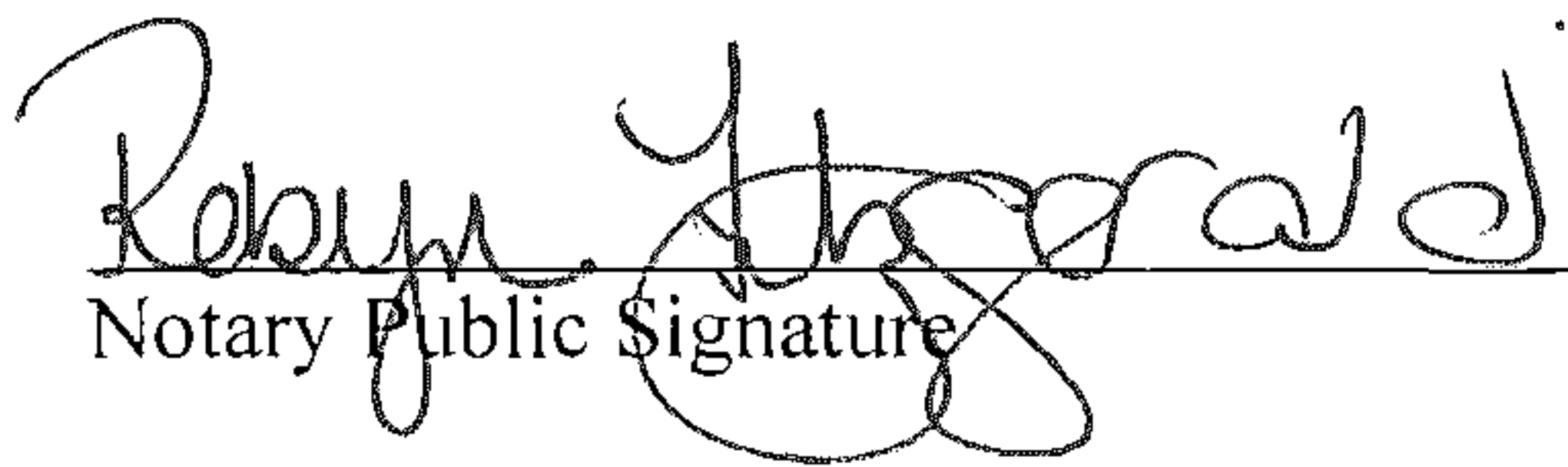
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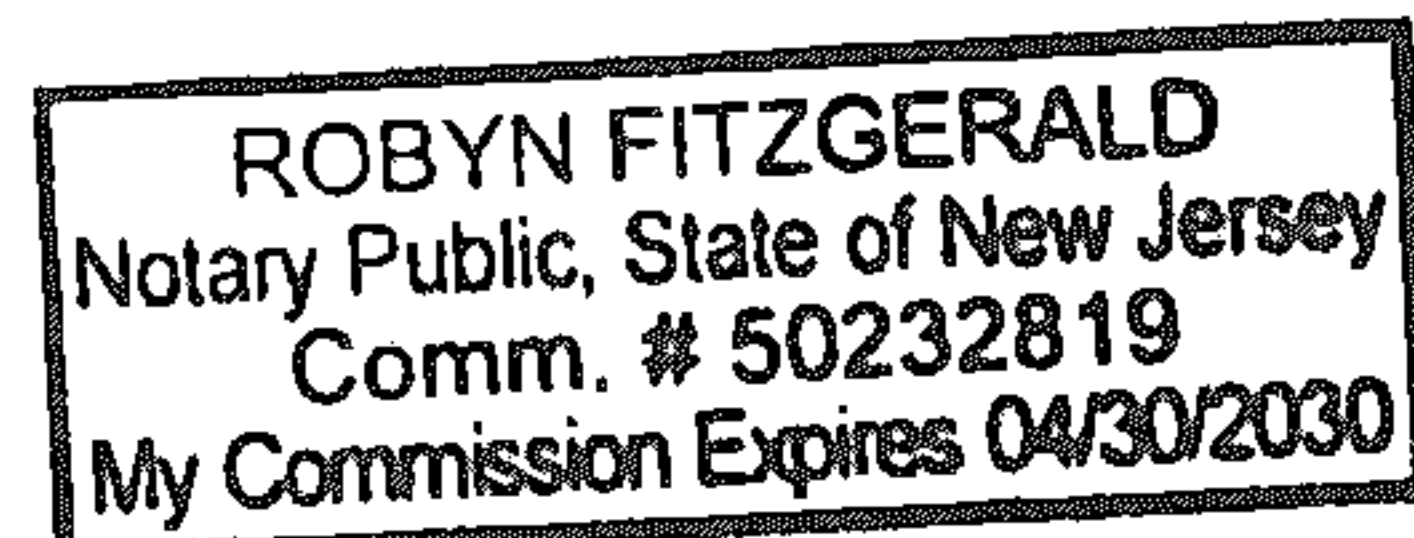
STATE OF NEW JERSEY )

COUNTY OF Monmouth )

On November 5, 2025 before me, the undersigned, a Notary Public in and for the said State, personally appeared Andrew DeNardo, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


 (SEAL)  
Notary Public Signature



**ASSIGNOR:**

**BROOK HIGHLAND SC TIC 1 LLC,  
BROOK HIGHLAND SC TIC 2 LLC,  
BROOK HIGHLAND SC TIC 3 LLC,  
BROOK HIGHLAND SC TIC 4 LLC,  
BROOK HIGHLAND SC TIC 5 LLC,  
BROOK HIGHLAND SC TIC 8 LLC,  
BROOK HIGHLAND SC TIC 9 LLC, and  
BROOK HIGHLAND SC TIC 10 LLC,**  
each a Delaware limited liability company

By: FNRP TIC Manager LLC,  
a Delaware limited liability company,  
its manager

By:   
Name: Andrew DeNardo  
Title: Authorized Signatory

**NOTARY ACKNOWLEDGMENT**

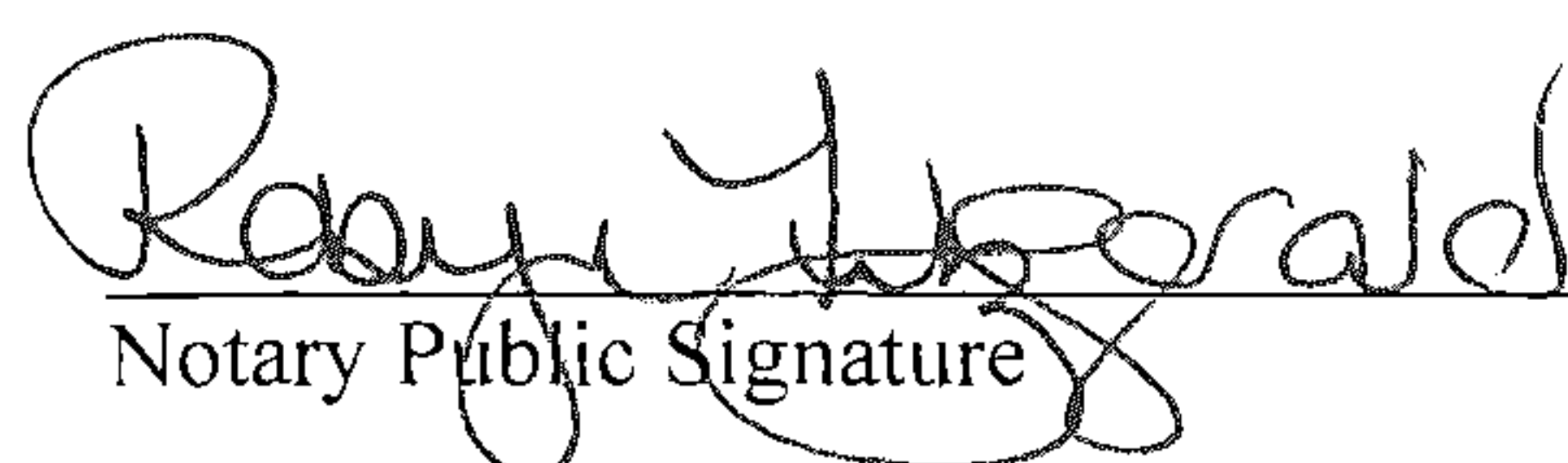
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

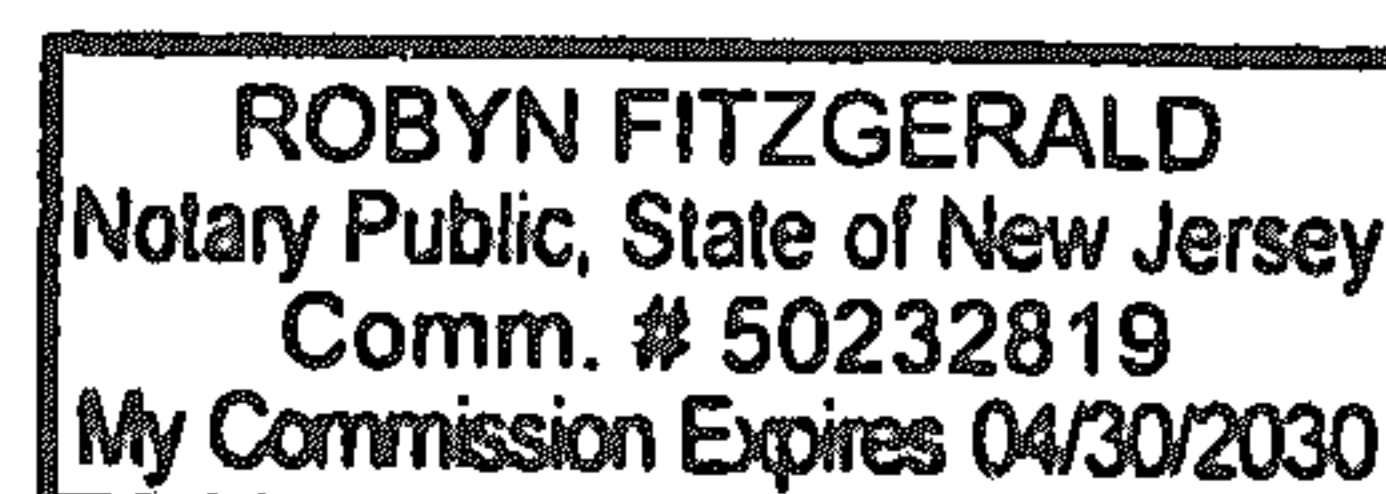
STATE OF NEW JERSEY )

COUNTY OF Monmouth

On November 5, 2025 before me, the undersigned, a Notary Public in and for the said State, personally appeared Andrew DeNardo, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

 (SEAL)  
Notary Public Signature





**EXHIBIT A**

**LEGAL DESCRIPTION OF THE LAND**

**PARCEL ONE:**

Lot 1, according to the Survey of Brook Highland Plaza Resurvey, as recorded in Map Book 18, page 99, in the Probate Office of Shelby County, Alabama.

LESS AND EXCEPT that part of Lot 1 which is now part of Lot 2A, according to the Lowe's Addition of Brook Highland Plaza, as recorded in Map Book 31, page 96, in the Probate Office of Shelby County, Alabama.

**PARCEL TWO:**

Lot 1A, according to the Brook Highland Plaza Resurvey, as recorded in Map Book 18, page 99, in the Probate Office of Shelby County, Alabama.

**PARCEL THREE:**

Lot 2A, according to the Brook Highland Plaza Resurvey, as recorded in Map Book 18, page 99, in the Probate Office of Shelby County, Alabama.

**PARCEL FOUR:**

Lot 2B, according to the Amended Map of Lowe's Addition to Brook Highland Plaza, as recorded in Map Book 31, page 96, in the Probate Office of Shelby, County, Alabama.

**PARCEL FIVE:**

Lot 2A, according to the Amended Map of Lowe's Addition of Brook Highland Plaza, as recorded In Map Book 31, page 96, In the Probate Office of Shelby County, Alabama.

BEING THE SAME premises conveyed to Brook Highland SC LLC, as to a 60.43% undivided interest, Brook Highland SC TIC 1 LLC, as to a 1.61% undivided interest, Brook Highland SC TIC 2 LLC, as to a 1.85% undivided interest, Brook Highland SC TIC 3 LLC, as to a 1.54% undivided interest, Brook Highland SC TIC 4 LLC, as to a 5.74% undivided interest, Brook Highland SC TIC 5 LLC, as to a 25.43% undivided interest, Brook Highland SC TIC 8 LLC, as to a 0.89% undivided interest, Brook Highland SC TIC 9 LLC, as to a 1.59% undivided interest, and Brook Highland SC TIC 10 LLC, as to a 0.92% undivided interest, each a Delaware limited liability company, by Statutory Warranty Deed from G&I IX Brook Highland, LLC, a Delaware limited liability company, dated July 7, 2022 and recorded on July 8, 2022 as Instrument No. 20220708000270780, in the Office of the Judge of Probate of Shelby County, Alabama.

TOGETHER WITH all of the beneficial rights and interests in the easements under the following instruments:

Declaration of Easements and Restrictive Covenants (Brook Highland Development-1.35 acre Out Parcel) by AmSouth Bank, N.A., as Ancillary Trustee for NBNC National Bank of North Carolina, as trustee for the Public Employees Retirement System of Ohio, dated 8/2/1990, and recorded In Real 307, Page 985, In the Probate Office of Shelby County, Alabama.

Easement Agreement dated 10-12-1993, by and between AmSouth Bank, N.A., as Ancillary Trustee for NationsBank of North Carolina, N.A., as Trustee for the Public Employees Retirement System of Ohio, and Brook Highland Limited Partnership, a Georgia Limited Partnership recorded In Instrument 1993-32515, In the Probate Office of Shelby County, Alabama.

ALSO:

All beneficial rights in easements granted to Developers Diversified of Alabama, Inc., an Alabama corporation by the "Easement Agreement" dated 12-30-1994, by and between Brook Highland Limited Partnership and Developers Diversified of Alabama, Inc., as recorded in Instrument 1994- 37773 and in Instrument 1995-27233, in the Probate Office of Shelby County, Alabama.

Non-exclusive; perpetual right and easement in and to the common property as described in Brook Highland Common Property Declaration of Covenants, Conditions and Restrictions recorded in Book 307, Page 950, in the Probate Office of Shelby County, Alabama.

The beneficial rights in the sign easement granted to owners of Lots 1 and 2 of the Brook Highland Plaza as recorded in Map Book 16, at Page 102, in the Probate Office of Shelby County, Alabama, as evidenced by the Declaration of Sign Easement recorded in Instrument 1993-32516, in the Probate Office of Shelby County, Alabama.

FOR INFORMATION ONLY:

Property Address: 5291 US Highway 280, Birmingham, AL 35242

Parcel IDs:

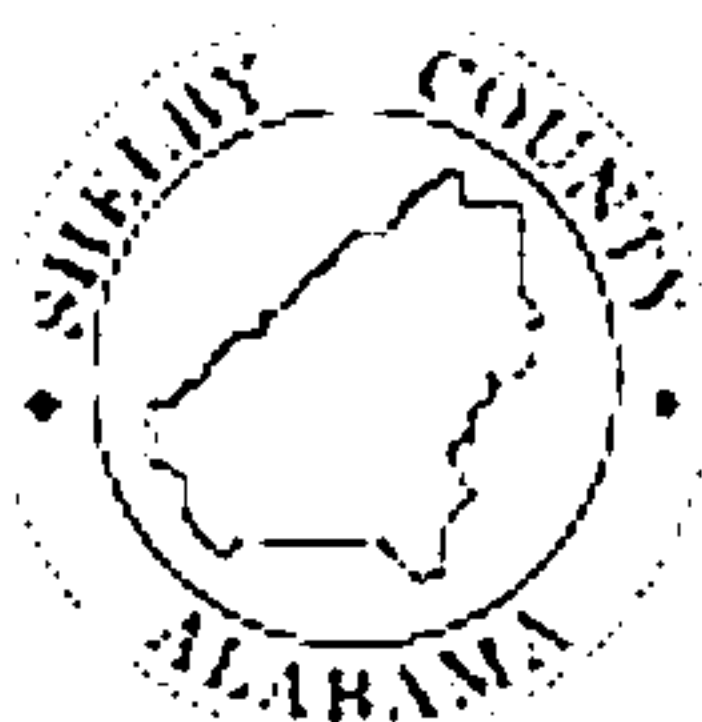
PARCEL ONE: Parcel ID: 03-9-31-0-001-018.005

PARCEL TWO: Parcel ID: 03-09-31-0-001-018.010

PARCEL THREE: Parcel ID: 03-09-31-0-001-018.013

PARCEL FOUR: Parcel ID: 03-09-31-0-001-018.020

PARCEL FIVE: Parcel ID: 03-09-31-0-001-018.051



Filed and Recorded  
 Official Public Records  
 Judge of Probate, Shelby County Alabama, County  
 Clerk  
 Shelby County, AL  
 11/20/2025 08:17:31 AM  
 \$62.00 JOANN  
 20251120000355740

*Allen S. Bayl*