CYNTHIA B FORTE

BERKELEY COUNTY

REGISTER OF DEEDS

Po Box 6122 ~ Moncks Corner, SC 29461 (843) 719-4084

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***** ELECTRONICALLY RECORDED DOCUMENT *****

Instrument #:	2020028823		
Receipt Number:	174705	**Return To:**	
Recorded As:	EREC-ASSIGN OF LEASES AND RENTS		
Recorded On:	August 04, 2020		
Recorded At:	09:21:11 AM	**Received From:**	SIMPLIFILE
Recorded By:	ROBIN MCMAKIN	**Parties:**	
Book/Page:	RB 3449: 159 - 171		Direct- WELLMORE OF DANIEL ISLAND LLC
Total Pages:	13		Indirect- TRUIST BANK

***** EXAMINED AND CHARGED AS FOLLOWS *****

Recording Fee:	$10.00
Tax Charge:	$0.00

Cynthia B. Forte

Cynthia B Forte - Register of Deeds

ASSIGNMENT
OF LEASES AND RENTS

WELLMORE OF DANIEL ISLAND, LLC, a South Carolina limited liability company
(Assignor)

To

TRUIST BANK, a North Carolina banking corporation, as Administrative Agent
(Administrative Agent)

July 31, 2020

Location: Berkeley County, South Carolina

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "**Assignment**") is made as of July 31, 2020, by **WELLMORE OF DANIEL ISLAND, LLC,** a South Carolina limited liability company (together with its permitted successors and assigns, collectively, "**Assignor**") having an address at 3530 Toringdon Way, Suite 204, Charlotte, North Carolina 28277, in favor of **TRUIST BANK,** a North Carolina banking corporation, as Administrative Agent (in such capacity, and together with any successor Administrative Agent under the Loan Agreement (as hereinafter defined), hereinafter called "**Administrative Agent**"), for the ratable benefit of itself and Lenders (as hereinafter defined), a grantee for purposes of indexing, having an address at Truist Bank, Agency Services, 303 Peachtree Street, N.E., 25th Floor, Atlanta, Georgia 30308, Attention: Agency Services Manager.

W I T N E S S E T H:

A. Wellmore of Daniel Island PropCo, LLC, a Delaware limited liability company ("**Borrower**") has requested that Administrative Agent and certain financial institutions from time to time a party to the Loan Agreement (individually and collectively, the "**Lenders**") dated as of even date herewith (as amended, restated and/or replaced from time to time, the "**Loan Agreement**") make certain loans (herein collectively referred to as the "**Loan**") to Borrower in the aggregate principal amount of up to $37,100,000.00. The Loan will be evidenced by certain Promissory Notes, pursuant to the terms of the Loan Agreement, made by Borrower payable to Lenders in the aggregate principal amount of $37,100,000.00 (collectively, as the same may be amended, restated, supplemented, substituted or replaced from time to time, together with any additional evidence of indebtedness issued pursuant to the Loan Agreement, the "**Notes**"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement.

B. The Loan and other obligations of Borrower under the Loan Agreement are secured by that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated the date hereof (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Security Instrument") from Borrower in favor of Administrative Agent for the benefit of itself and the Lenders.

C. Borrower and Assignor are parties to that certain unrecorded Lease dated as of the date hereof, pursuant to which the Assignor master leases the Property from Borrower.

D. Assignor (i) is a guarantor of the Loan, (ii) will derive substantial benefit from the making of the Loan to Borrower, and (iii) is required by the terms of the Loan Agreement to deliver this Assignment as additional security for the payment and performance of the Obligations under the Notes, the Loan Agreement and the other Loan Documents.

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

ARTICLE 1
ASSIGNMENT

Section 1.1 Property Assigned. Assignor hereby absolutely and unconditionally assigns and grants to Administrative Agent, for the benefit of itself and Lenders, the following property, rights, interests and estates, now owned, or hereafter acquired by Assignor:

(a) Leases. All of Assignor's right, title and interest in all existing and future Leases (including the right to enforce, at law, in equity or by any other means, such Leases). The term "Leases" shall mean all agreements, whether or not in writing, affecting the use, enjoyment, or occupancy of all or any part of that certain lot or piece of land, including, without limitation, any residency agreements or similar agreements, more particularly described in ***Exhibit A*** annexed hereto and made a part hereof, or all or any part of the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located thereon (collectively, the **"Property"**) or any portion thereof now or hereafter made, whether made before or after the filing by or against Assignor of any petition for relief under 11 U.S.C. §101 *et seq.*, as the same may be amended from time to time (the **"Bankruptcy Code"**), together with any extension, renewal or replacement of the same, this Assignment of present and future Leases being effective without further or supplemental assignment.

(b) Rents. All of the rents, royalties, issues, profits, revenues, earnings, income and other benefits of the Property, or arising from the use or enjoyment of the Property, or from any of the Leases or other use or occupancy agreement pertaining to the Property (**"Rents"**), which term shall include Rents paid or accruing before or after the filing by or against Assignor of any petition for relief under the Bankruptcy Code.

(c) Bankruptcy Claims. All of Assignor's claims and rights (the **"Bankruptcy Claims"**) to the payment of damages arising from any rejection by a lessee of any Lease under the Bankruptcy Code.

(d) Lease Guaranties. All of Assignor's right, title and interest in, and claims under, any and all lease guaranties, letters of credit and any other credit support (individually, a **"Lease Guaranty,"** and collectively, the **"Lease Guaranties"**) given by any guarantor in connection with any of the Leases (individually, a **"Lease Guarantor"**, and collectively, the **"Lease Guarantors"**) to Assignor.

(e) Proceeds. All proceeds from the sale or other disposition of the Leases, the Rents, the Lease Guaranties and/or the Bankruptcy Claims.

(f) Other. All rights, powers, privileges, options and other benefits of Assignor as lessor under any of the Leases and beneficiary under any of the Lease Guaranties, including, without limitation, the immediate and continuing right to make claim for, receive, collect and receipt for all Rents payable or receivable under the Leases and all sums payable under the Lease

Guaranties or pursuant thereto (and to apply the same to the payment of the Obligations), and to do all other things which Assignor or any lessor is or may become entitled to do under any of the Leases or Lease Guaranties.

(g) Entry. The right, at Administrative Agent's option, upon revocation of the license granted herein, to enter upon the Property in person, by agent or by court-appointed receiver, to collect the Rents.

(h) Power of Attorney.. Assignor's irrevocable power of attorney, coupled with an interest, to take any and all of the actions set forth in and in accordance with the terms of Section 3.1 of this Assignment and any or all other actions designated by Administrative Agent for the proper management and preservation of the Property,

(i) Other Rights And Agreements. Any and all other rights of Assignor in and to the items set forth in subsections (a) through (h) above, and all amendments, modifications, replacements, renewals and substitutions thereof.

ARTICLE 2
TERMS OF ASSIGNMENT

Section 2.1 Present Assignment and License Back. It is intended by Assignor that this Assignment constitute a present, absolute assignment of the Leases, Rents, Lease Guaranties and Bankruptcy Claims, and not an assignment for additional security only. Notwithstanding the foregoing or anything to the contrary contained herein, subject to the terms of this Assignment, Administrative Agent grants to Assignor a revocable license to exercise Assignor's rights powers, privileges, options and other benefits under the Leases and the Lease Guaranties, and to collect, receive, use and enjoy the Rents, (as they become due, but not more than one (1) month prior to accrual), Bankruptcy Claims, and other sums due under the Lease Guaranties. Assignor shall receive and hold such Rents, Bankruptcy Claims, and other sums due under the Lease Guaranties in trust as a fund to be applied, and Assignor hereby covenants and agrees that such Rents, Bankruptcy Claims, and other sums due under the Lease Guaranties shall be so applied, first to the operation, maintenance and repair of the Property, including, without limitation, the payment of taxes and insurance, and the payment of interest, principal and other sums becoming due under the Loan, before retaining and/or disbursing any part of the Rents, Bankruptcy Claims, and other sums due under the Lease Guaranties for any other purpose.

Section 2.2 Notice to Lessees. Assignor hereby authorizes and directs the lessees named in the Leases including all Lease Guarantors to pay over to Administrative Agent, or to such other party as Administrative Agent directs, for the benefit of itself and Lenders, all Rents and all sums due under any Lease Guaranties, upon receipt from Administrative Agent of written notice to the effect that Administrative Agent is then the holder of this Assignment and that an Event of Default exists, and to continue so to do until otherwise notified by Administrative Agent.

Section 2.3 Incorporation by Reference. All representations, warranties, covenants, conditions and agreements contained in the Loan Agreement and the other Loan Documents, as the same may be modified, renewed, substituted or extended from time to time, are hereby made a part of this Assignment to the same extent and with the same force as if fully set forth herein.

ARTICLE 3
REMEDIES

Section 3.1 Remedies of Administrative Agent. Upon the occurrence and during the continuance of an Event of Default:

(a) the license granted to Assignor in Section 2.1 of this Assignment shall automatically be revoked, and Administrative Agent shall immediately be entitled to possession of all Rents and all sums due under any Lease Guaranties, whether or not Administrative Agent enters upon or takes control of the Property.

(b) Administrative Agent may, at its option, without waiving such Event of Default, without regard to the adequacy of the security for the Obligations, either in person or by agent, nominee or attorney, with or without bringing any action or proceeding, or by a receiver appointed by a court, dispossess Assignor and its agents and servants from the Property, without liability for trespass, damages or otherwise and exclude Assignor and its agents wholly therefrom. Administrative Agent may apply for the appointment of a receiver of the Property, without regard for the adequacy of the security for the Obligations or a showing of insolvency, fraud or mismanagement on the part of Assignor. Any receiver so appointed has all powers permitted by law which may be necessary or usual in such cases for the protection, possession, control, management and operation of the Property. Assignor hereby irrevocably consents to the appointment of a receiver of the Property upon the occurrence and continuance of an Event of Default. At Administrative Agent's option, such receiver or trustee shall serve without any requirement of posting a bond.

(c) Administrative Agent may, at its option, take possession of the Property and all books, records and accounts relating thereto and have, hold, manage, lease and operate the Property on such terms and for such period of time as Administrative Agent may deem proper and either with or without taking possession of the Property in its own name, demand, sue for or otherwise collect and receive all Rents and all sums due under all Lease Guaranties, including, without limitation, those past due and unpaid with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as Administrative Agent may deem proper.

(d) Administrative Agent may, at its option, apply the Rents and sums received pursuant to any Lease Guaranties, after deducting all costs of collection and administration expenses incurred by Administrative Agent, to the payment of the following in such order and proportion as Administrative Agent in its sole discretion may determine, any law, custom or use to the contrary notwithstanding: (a) all expenses of managing and securing the Property, including, without being limited thereto, the salaries, fees and wages of a managing agent and such other employees or agents as Administrative Agent may deem necessary or desirable and all expenses of operating and maintaining the Property, including, without being limited thereto, all taxes, charges, claims, assessments, water charges, sewer rents and any other liens, and premiums for all insurance which Administrative Agent may deem necessary or desirable, and the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Property; and (b) the Obligations,

(e) Administrative Agent, at its option, may (1) complete all or any portion of any construction of the Improvements (as defined in the Loan Agreement) on the Property in such manner and form as Administrative Agent deems advisable, (2) exercise all rights and powers of Assignor under the Leases and Lease Guaranties, including, without limitation, the right to negotiate, execute, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue For, collect and receive all Rents from the Property and all sums due under any Lease Guaranties, (3) either require Assignor to pay monthly in advance to Administrative Agent, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupancy of such part of the Property as may be in the possession of Assignor, or (4) require Assignor to vacate and surrender possession of the Property to Administrative Agent or to such receiver and, if in default thereof, Assignor may be evicted by summary proceedings or otherwise.

Section 3.2 Other Remedies. Nothing contained in this Assignment, and no act done or omitted by Administrative Agent pursuant to the power and rights granted to Administrative Agent hereunder, shall be deemed to be a waiver by Administrative Agent of its rights and remedies under the Loan Agreement or the other Loan Documents, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Administrative Agent under the terms thereof. The right of Administrative Agent to collect the Obligations and to enforce any other security therefor held by it may be exercised by Administrative Agent either prior to, simultaneously with, or subsequent to any action taken by it hereunder. Assignor hereby absolutely, unconditionally and irrevocably waives any and all rights to assert any setoff, counterclaim or crossclaim of any nature whatsoever with respect to the Obligations of Assignor under this Assignment, the Loan Agreement, the Notes, the other Loan Documents or otherwise with respect to the Loan in any action or proceeding brought by Administrative Agent to collect same, or any portion thereof, or to enforce and realize upon the lien and security interest created by this Assignment, the Loan Agreement, the Notes, the Security Instrument, or any of the other Loan Documents (provided, however, that the foregoing shall not be deemed a waiver of Assignor's right to assert any compulsory counterclaim if such counterclaim is compelled under local law or rule of procedure, nor shall the foregoing be deemed a waiver of Assignor's right to assert any claim which would constitute a defense, setoff, counterclaim or crossclaim of any nature whatsoever against Administrative Agent in any separate action or proceeding).

Section 3.3 Other Security. Administrative Agent may take or release other security for the payment and performance of the Obligations, may release any party primarily or secondarily liable therefor, and may apply any other security held by it to the payment and performance of the Obligations without prejudice to any of its rights under this Assignment.

Section 3.4 Non-Waiver. The exercise by Administrative Agent of any option granted it in Section 3.1 of this Assignment, and the collection of the Rents and sums due under the Lease Guaranties and the application thereof as herein provided, shall not be considered a waiver of any Default or Event of Default. The failure of Administrative Agent to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Assignment. Assignor shall not be relieved of Assignor's obligations hereunder by reason of (a) the failure of Administrative Agent to comply with any request of Assignor or any other party to take any action to enforce any of the provisions hereof or of the Loan Agreement, the Notes or the other Loan Documents, (b) the release regardless of consideration, of the whole or any part of the Property,

or (c) any agreement or stipulation by Administrative Agent extending the time of payment or otherwise modifying or supplementing the terms of this Assignment, the Loan Agreement, the Security Instrument, the Notes or the other Loan Documents. Administrative Agent may resort for the payment and performance of the Obligations to any other security held by Administrative Agent in such order and manner as Administrative Agent, in its sole discretion, may elect. Administrative Agent may take any action permitted by the terms of the Loan Documents, at law or in equity, to recover the Obligations, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Administrative Agent thereafter to enforce its rights under this Assignment. The rights of Administrative Agent under this Assignment shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Administrative Agent shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

Section 3.5 Bankruptcy. (a) At any time after the occurrence and during the continuance of an Event of Default, Administrative Agent shall have the right to proceed in its own name or in the name of Assignor in respect of any claim, suit, action or proceeding relating to the rejection of any Lease, including, without limitation, the right to file and prosecute, to the exclusion of Assignor, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of the lessee under such Lease under the Bankruptcy Code.

(b) If there shall be filed by or against Assignor a petition under the Bankruptcy Code, and Assignor, as lessor under any Lease, shall determine to reject such Lease pursuant to Section 365(a) of the Bankruptcy Code, then Assignor shall give Administrative Agent not less than ten (10) days' prior notice of the date on which Assignor shall apply to the bankruptcy court for authority to reject such Lease. Administrative Agent shall have the right, but not the obligation, to serve upon Assignor within such ten (10) day period a notice stating that (i) Administrative Agent demands that Assignor assume and assign the Lease to Administrative Agent pursuant to Section 365 of the Bankruptcy Code and (ii) Administrative Agent covenants to cure or provide adequate assurance of future performance under the Lease. If Administrative Agent serves upon Assignor the notice described in the preceding sentence, Assignor shall not seek to reject the Lease and shall comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after Administrative Agent's notice shall have been given, subject to the performance by Administrative Agent of the covenant provided for in clause (ii) of the preceding sentence.

ARTICLE 4
NO LIABILITY, FURTHER ASSURANCES

Section 4.1 No Liability of Administrative Agent. This Assignment shall not be construed to bind Administrative Agent to the performance of any of the covenants, conditions or provisions contained in any Lease or Lease Guaranty or otherwise impose any obligation upon Administrative Agent. Administrative Agent shall not be liable for any loss sustained by Assignor resulting from Administrative Agent's failure to let the Property after an Event of Default or from any other act or omission of Administrative Agent in managing the Property after an Event of Default, unless such loss is caused by the willful misconduct or bad faith of Administrative Agent. Administrative Agent shall not be obligated to perform or discharge any obligation, duty or liability under the Leases or any Lease Guaranties or under or by reason of this Assignment and

Assignor shall indemnify each Indemnitee for, and hold each Indemnitee harmless from, any and all liability, loss or damage which may or might be incurred under the Leases, any Lease Guaranties or under or by reason of this Assignment and from any and all claims and demands whatsoever, including the defense of any such claims or demands which may he asserted against any Indemnitee by reason of any alleged obligations and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases or any Lease Guaranties. Should any Indemnitee incur any such liability, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured by this Assignment and by the Security Instrument and the other Loan Documents, and Assignor shall reimburse such Indemnitee therefor immediately upon demand and upon the failure of Assignor so to do Administrative Agent may, at its option, declare all sums secured by this Assignment and by the Security Instrument and the other Loan Documents immediately due and payable. This Assignment shall not operate to place any obligation or liability for the control, care, management or repair of the Property upon Administrative Agent, nor for the carrying out of any of the terms and conditions of the Leases or any Lease Guaranties; nor shall it operate to make Administrative Agent responsible or liable for any waste committed on the Property by the tenants or any other parties, or for any dangerous or defective condition of the Property including, without limitation, the presence of any Hazardous Materials, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger. The provisions of this Section 4.1 shall survive any payment or prepayment of the Loan and any foreclosure or satisfaction of the Security Instrument

Section 4.2 No Mortgagee In Possession. Nothing herein contained shall be construed as constituting Administrative Agent a "mortgagee in possession" in the absence of the taking of actual possession of the Property by Administrative Agent. In the exercise of the powers herein granted Administrative Agent, no liability shall be asserted or enforced against Administrative Agent, all such liability being expressly waived and released by Assignor.

Section 4.3 Further Assurances. Assignor will, at the cost of Assignor, and without expense to Administrative Agent, do, execute, acknowledge and deliver all and every such further acts, conveyances, assignments, notices of assignments, transfers and assurances as Administrative Agent shall, from time to time, require for the better assuring, conveying, assigning, transferring and confirming unto Administrative Agent the property and rights hereby assigned or intended now or hereafter so to be, or which Assignor may be or may hereafter become bound to convey or assign to Administrative Agent, or for carrying out the intention or facilitating the performance of the terms of this Assignment or for filing, registering or recording this Assignment and, on demand, will execute and deliver and hereby authorizes Administrative Agent to execute in the name of Assignor to the extent Administrative Agent may lawfully do so, one or more financing statements, chattel mortgages or comparable security instruments, to evidence more effectively, perfect, or continue the perfection of, the lien and security interest hereof in and upon the Leases.

ARTICLE 5
MISCELLANEOUS PROVISIONS

Section 5.1 Conflict of Terms. In case of any conflict between the terms of this Assignment and the terms of the Loan Agreement, the terms of the Loan Agreement shall prevail.

Section 5.2 No Oral Change. This Assignment and any provisions hereof may not be modified, amended, waived, extended, changed, discharged or terminated orally, or by any act or failure to act on the part of Assignor or Administrative Agent, but only by an agreement in writing signed by the Assignor and Administrative Agent, with such consent of Lenders (if any) required by the Loan Agreement.

Section 5.3 General Definitions. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Assignment may be used interchangeably in singular or plural form and "Administrative Agent" shall mean Administrative Agent and its successors and assigns, the word "Assignor" shall mean "each Assignor and any subsequent owner or owners or lessee or lessees of the Property or any part thereof or interest therein," the word "Lender" shall mean each Lender and any subsequent holder of the Notes", the word "Notes" shall mean "each Note and any other evidence of indebtedness secured by the Loan Agreement," the word "Property" shall include any portion of the Property and any interest therein, the phrases "attorneys' fees," "legal fees" and "counsel fees" shall include any and all reasonable attorney's, paralegal and law clerk fees and disbursements, including, but not limited to, fees and disbursements at the pre-trial, trial and appellate levels incurred or paid by Administrative Agent in protecting its interest in the Property, the Leases, the Lease Guaranties and the Rents and enforcing its rights hereunder; whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

Section 5.4 Inapplicable Provisions. If any provision of this Assignment is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Assignment, such provision shall be fully severable and this Assignment shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Assignment, and the remaining provisions of this Assignment shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Assignment, unless such continued effectiveness of this Assignment, as modified, would be contrary to the basic understandings and intentions of the parties as expressed herein.

Section 5.5 Termination of Assignment. Upon payment and performance in full of the Obligations, termination of the Loan Agreement and release of the Security Instrument, this Assignment shall become and be void and of no effect, and thereafter Administrative Agent will execute a release of this Assignment upon written request of Assignor.

Section 5.6 Notices. All notices or other written communications hereunder shall be delivered in accordance with the Loan Agreement.

Section 5.7 Governing Law. The provisions of this Assignment regarding the creation, perfection and enforcement of the liens and security interests herein granted shall be governed by and construed under the laws of the state in which the Property is located. All other provisions of this Assignment shall be governed by the laws of the State of North Carolina.

Section 5.8 **WAIVER OF TRIAL BY JURY. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ASSIGNOR AND BY ITS ACCEPTANCE HEREOF, ADMINSITRATIVE AGENT, AGREE NOT TO ELECT A TRIAL BY JURY OF ANY**

ISSUE TRIABLE OF RIGHT BY JURY, AND FOREVER WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST, WITH REGARD TO THIS ASSIGNMENT, THE NOTE, THE SECURITY INSTRUMENT OR THE OTHER LOAN DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY ASSIGNOR AND BY ITS ACCEPTANCE HEREOF, ADMINISTRATIVE AGENT, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. EITHER ADMINISTRATIVE AGENT OR IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY ASSIGNOR AND ADMINISTRATIVE AGENT.

Section 5.9 **WAIVERS. THE WAIVERS BY THE PARTIES HERETO IN THIS ASSIGNMENT HAVE BEEN MADE VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY BY SUCH PARTIES, AFTER EACH SUCH PARTY HAS BEEN AFFORDED AN OPPORTUNITY TO BE INFORMED BY COUNSEL OF SUCH PARTY'S CHOICE AS TO POSSIBLE ALTERNATIVE RIGHTS. EACH PARTY'S EXECUTION OF THIS ASSIGNMENT SHALL BE CONCLUSIVE EVIDENCE OF THE MAKING OF SUCH WAIVERS AND THAT SUCH WAIVERS HAVE BEEN INVOLUNTARILY, INTELLIGENTLY AND KNOWINGLY MADE.**

Section 5.10 Time is of the Essence. Time is of the essence with respect to each and every covenant, agreement and obligation of Assignor under this Assignment.

Section 5.11 Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of Assignor and Administrative Agent and their respective successors and permitted assigns forever. Administrative Agent may sell, assign, pledge, participate, delegate or transfer, as applicable, to one or more Persons, all or any portion of its rights under this Assignment in connection with any assignment of the Loan and the Loan Documents. Any assignee or transferee of Administrative Agent shall be entitled to all the benefits afforded to Administrative Agent under this Assignment. Assignor shall not have the right to assign, delegate or transfer its rights or obligations under this Assignment without the prior written consent of Administrative Agent, as provided in the Loan Agreement, and any attempted assignment, delegation or transfer without such consent shall be null and void.

Section 5.12 Headings, Etc. The headings and captions of the various paragraphs of this Assignment are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

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

Signed, Sealed, and Delivered:
in the Presence of:

Tammy McDuffie

Allen K. Robertson

ASSIGNOR:
WELLMORE OF DANIEL ISLAND, LLC, a South Carolina limited liability company
By: WDI Parent, LLC, a South Carolina limited liability company, its Manager

By: D. O. T (SEAL)
Name: Donald O. Thompson
Title: Manager

STATE OF North Carolina)
)
COUNTY OF Mecklenburg)

ACKNOWLEDGMENT

I Christine N Sigmon, a Notary Public in and for the County and State aforesaid, certify that Donald O. Thompson, Jr., the Manager of WDI Parent, LLC, a South Carolina limited liability company, the Manager of Wellmore of Daniel Island, LLC, a South Carolina limited liability company, personally appeared before me this day and acknowledged the execution of the foregoing instrument on behalf of the Assignor.

WITNESS my hand and official stamp or seal this 28th day July, 2020.

Christine N Sigmon
Notary Public Christine N Sigmon

My Commission Expires: 11-21-2024

CHRISTINE N. SIGMON
NOTARY PUBLIC
MECKLENBURG COUNTY, NC

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

All that certain piece, parcel or tract of land, situate, lying and being on Daniel Island, City of Charleston, Berkeley County, South Carolina, being known and designated as Parcel J-2D on a plat entitled, "FINAL SUBDIVISION PLAT OF PARCEL J-2 (27.07 Ac.) TO CREATE PARCEL J-2D (9.77 Ac.) & PARCEL J-2, RESIDUAL (17.30 Ac.) CITY OF CHARLESTON BERKELEY COUNTY, SOUTH CAROLINA," by Thomas & Hutton Engineering Co., dated January 23, 2015 and recorded in the ROD Office for Berkeley County in Plat Cabinet S at Page 384a. Said parcel having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

Together with the easement rights contained in the Memorandum of Road Completion Agreement by and between The Daniel Island Company, Inc. and Wellmore of Daniel Island, LLC dated February 2 3, 2016 and recorded in Book 2115 at Page 658; thereafter, re-recorded in Book 2136 at Page 811, in the Office of the Register of Deeds, Berkeley County, South Carolina.

Together with the easement rights contained in the Drainage Easement Agreement by and between Daniel Island Golf Club, LLC and Wellmore of Daniel Island, LLC dated February 23, 2016 and recorded in Book 2115 at Page 648; thereafter, re-recorded in Book 2136 at Page 801, in the Office of the Register of Deeds, Berkeley County, South Carolina.

BEING the same property as conveyed to Wellmore of Daniel Island PropCo, LLC ("PropCo") by deed from Wellmore of Daniel Island, LLC, dated July 31, 2020, and recorded in the Berkeley County Register of Deeds Office in Book 3447, Page 553 on August 3, 2020. Assignor leases the Property from PropCo pursuant to an unrecorded Lease dated July 31, 2020.

Tax Parcel #: 2750000267