

**RECORDING REQUESTED AND  
WHEN RECORDED RETURN TO:**

Reed Smith LLP  
10 S. Wacker Drive  
Suite 4000  
Chicago, IL 60606  
Attn: Joel R. Schaider, Esq.

When Recorded Return To: Hercules  
First American Title Insurance Company  
National Commercial Services  
121 S. 8th Street, Suite 1250  
Minneapolis, MN 55402  
File No: NCS 885178-1-MPLS

20180312000079010 1/12 \$48.00  
Shelby Cnty Judge of Probate, AL  
03/12/2018 12:28:45 PM FILED/CERT

**ASSIGNMENT OF LEASES AND RENTS  
PROFESSIONAL RESOURCE DEVELOPMENT, INC.  
9100 Highway 119, Alabaster, AL 35007**

THIS ASSIGNMENT OF LEASES AND RENTS ("**Assignment**") is dated for reference purposes only as of March 7<sup>th</sup>, 2018, by PROFESSIONAL RESOURCE DEVELOPMENT, INC., an Illinois corporation ("**Borrower**"), with an address at 1200 Network Center Drive, Suite 2, Effingham, IL 62401 in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, in such capacity as Administrative Agent for itself and all other Lenders that become party to the Credit Agreement (defined below) ("**Agent**"), with an address at 130 West Jefferson Street, Suite 204, Naperville, Illinois 60540.

**RECITALS:**

A. Borrower is the owner of a certain tract or parcel of land described in Exhibit A attached hereto and made a part hereof, together with the improvements now or hereafter erected thereon.

B. Borrower, Agent and Lenders have entered into that certain Credit Agreement dated as of November 28, 2017 (as amended, restated or otherwise modified from time to time, the "**Credit Agreement**"), pursuant to which Lenders have agreed to make certain loans to Borrower in the aggregate maximum principal amount not to exceed \$30,000,000 (which amount may be increased by \$15,000,000 upon satisfaction of certain conditions precedent set forth in the Credit Agreement) (the "**Loans**"), which Loans are evidenced by Term Loan Notes, dated as of November 28, 2017, in the aggregate principal amount of \$30,000,000 (which amount may be increased by \$15,000,000 upon satisfaction of certain conditions precedent set forth in the Credit Agreement), bearing interest at a variable rate and due and payable in accordance with the provisions of the Credit Agreement made by Borrower and payable to the order of Lenders, as heretofore, concurrently herewith and hereafter supplemented, amended and modified (as each of the same may be amended, supplemented, modified, extended, renewed or replaced from time to

time, the "Notes"). Any capitalized term used herein but not defined herein shall have the meaning ascribed to such term in the Credit Agreement.

C. Concurrently herewith, Borrower has granted to Agent, for the benefit of Lenders, a first priority mortgage, deed of trust, or deed to secure debt (referred to herein as the "**Mortgage Instrument**"), encumbering the Property (as hereinafter defined).

D. Borrower desires to secure the payment and performance of all Obligations under the Notes, the Credit Agreement and the other Loan Documents.

## ARTICLE 1 ASSIGNMENT

Section 1.1 PROPERTY ASSIGNED. Borrower hereby absolutely and unconditionally assigns and grants to Agent, for the benefit of Lenders, the following property, rights, interests and estates, now owned, or hereafter acquired by Borrower:

(a) Leases. All existing and future leases affecting the use, enjoyment, or occupancy of all or any part of that certain lot or piece of land, more particularly described in Exhibit A annexed hereto and made a part hereof, together with the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located thereon (collectively, the "**Property**") and the right, title and interest of Borrower, its successors and assigns, therein and thereunder.

(b) Other Leases and Agreements. All other leases, subleases and other agreements, whether or not in writing, affecting the use, enjoyment or occupancy of the Property or any portion thereof now or hereafter made, whether made before or after the filing by or against Borrower or any other Person 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 other present and future leases and present and future agreements being effective without further or supplemental assignment. The leases described in Subsection 1.1(a) and the leases and other agreements described in this Subsection 1.1(b), together with all other present and future leases and present and future agreements and any extension or renewal of the same are collectively referred to as the "**Leases**".

(c) Rents. All rents, additional rents, revenues, income, issues and profits arising from the Leases and renewals and replacements thereof and any cash or security deposited in connection therewith and together with all rents, revenues, income, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the use, enjoyment and occupancy of the Property, whether paid or accruing before or after the filing by or against Borrower or any other Person of any petition for relief under the Bankruptcy Code (collectively, the "**Rents**").

(d) Bankruptcy Claims. All of Borrower'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.



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

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

(g) Other. All rights, powers, privileges, options and other benefits of Borrower as lessor under the Leases and beneficiary under 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 Secured Obligations or the other obligations of Borrower under this Assignment, the Notes, the Mortgage Instrument, the other Loan Documents or otherwise with respect to the Loans secured hereby), and to do all other things which Borrower or any lessor is or may become entitled to do under the Leases or the Lease Guaranties.

(h) Entry. The right, at 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.

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

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

Section 1.2 CONSIDERATION. This Assignment is made in consideration of the Loans made by Lenders from time to time in accordance with the provisions of the Credit Agreement and the other Loan Documents.

Section 1.3 TERMINATION OF ASSIGNMENT. Upon payment in full of the Secured Obligations (other than contingent indemnification obligations) and the delivery and recording of a satisfaction or discharge of the Mortgage Instrument duly executed by Agent, this Assignment shall become null and void and shall be of no further force and effect.

## ARTICLE 2 TERMS OF ASSIGNMENT

Section 2.1 PRESENT ASSIGNMENT AND LICENSE BACK. It is intended by Borrower 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. Nevertheless, subject to the terms of this Section 2.1, Agent grants to Borrower a revocable

license to collect and receive the Rents and other sums due under the Leases and Lease Guaranties. Borrower shall hold a portion of the Rents and all sums received pursuant to any Leases or Lease Guaranties, sufficient to discharge all current sums due on the Secured Obligations, in trust for the benefit of Agent for use in the payment of such sums.

Section 2.2 NOTICE TO LESSEES. Borrower hereby agrees to authorize and direct the lessees named in the Leases or any other or future lessees or occupants of the Property and all Lease Guarantors to pay over to Agent or to such other party as Agent directs all Rents and all sums due under any Leases and Lease Guaranties upon receipt from Agent of written notice to the effect that Agent is then the holder of the Mortgage Instrument and that an Event of Default (as defined below) exists, and to continue so to do until otherwise notified by Agent.

Section 2.3 INCORPORATION BY REFERENCE. All representations, warranties, covenants, conditions and agreements contained in the Credit Agreement, Mortgage Instrument and each other Loan Document (as same may be modified, renewed, substituted or extended) 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 AGENT. Upon or at any time after the occurrence and during the continuance of an Event of Default as defined in the Mortgage Instrument (each an "Event of Default"), the license granted to Borrower in Section 2.1 of this Assignment shall automatically be revoked, and Agent shall immediately be entitled to possession of all Rents and sums due under any Leases and Lease Guaranties, whether or not Agent enters upon or takes control of the Property. In addition, Agent may, at its option, without waiving such Event of Default, without notice and without regard to the adequacy of the security for the Secured 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 Borrower and its agents and servants from the Property, without liability for trespass, damages or otherwise and exclude Borrower and its agents or servants wholly therefrom, and 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 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 sums due under all Leases and Lease Guaranties, including those past due and unpaid with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Agent and may apply the Rents and sums received pursuant to any Leases and Lease Guaranties to the payment of the following in such order and proportion as 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 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 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 Secured Obligations, together with all costs and reasonable attorneys' fees. In addition, upon the occurrence and during the continuance of an Event of Default, Agent, at its option, may: (1) complete any construction on the Property in such manner and form as Agent deems advisable; (2) exercise all rights and powers of Borrower, 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 Borrower to pay monthly in advance to 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 possession of Borrower; or (4) require Borrower to vacate and surrender possession of the Property to Agent or to such receiver and, in the event Borrower fails to do so, Borrower 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 Agent pursuant to the power and rights granted to Agent hereunder shall be deemed to be a waiver by Agent of its rights and remedies under the Notes, the Credit Agreement the Mortgage Instrument, or the other Loan Documents and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Agent under the terms thereof. The right of Agent to collect the Secured Obligations and to enforce any other security therefor held by it may be exercised by Agent either prior to, simultaneously with, or subsequent to any action taken by it hereunder. Borrower 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 Borrower under this Assignment, the Notes, the Credit Agreement, the Mortgage Instrument, the other Loan Documents or otherwise with respect to the loan secured hereby in any action or proceeding brought by Agent to collect same, or any portion thereof, or to enforce and realize upon the lien and security interest created by this Assignment, the Notes, the Credit Agreement, the Mortgage Instrument, or any of the other Loan Documents; provided that the foregoing shall not be deemed a waiver of Borrower'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 Borrower's right to assert any claim which would constitute a defense, setoff, counterclaim or crossclaim of any nature whatsoever against Agent in any separate action or proceeding.

Section 3.3 OTHER SECURITY. Agent may take or release other security for the payment of the Secured Obligations, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the reduction or satisfaction of the Secured Obligations without prejudice to any of its rights under this Assignment.

Section 3.4 NON-WAIVER. The exercise by Agent of the option granted it in Section 3.1 of this Assignment and the collection of the Rents and sums due under the Leases and Lease Guaranties and the application thereof as herein provided shall not be considered a waiver by Agent of any default by Borrower under the Notes, the Credit Agreement, the Mortgage Instrument, the Leases, this Assignment or the other Loan Documents. The failure of Agent to insist upon strict performance of any term hereof shall not be deemed to be a waiver by Agent of any term of this Assignment. Borrower shall not be relieved of Borrower's obligations hereunder by reason of: (a) the failure of Agent to comply with any request of Borrower or any other party to take any action to enforce any of the provisions hereof or of the Mortgage

Instrument, the Notes, the Credit Agreement, 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 Agent extending the time of payment or otherwise modifying or supplementing the terms of this Assignment, the Notes, the Credit Agreement, the Mortgage Instrument or the other Loan Documents. Agent may resort for the payment of the Secured Obligations to any other security held by Agent in such order and manner as Agent, in its discretion, may elect. Agent may take any action to recover the Secured Obligations, or any portion thereof, or to enforce any covenant hereof or thereof without prejudice to the right of Agent thereafter to enforce its rights under this Assignment. The rights of 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 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) Upon or at any time after the occurrence and during the continuance of an Event of Default, Agent shall have the right to proceed in its own name or in the name of Borrower 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 Borrower, 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 Borrower a petition under the Bankruptcy Code, and Borrower, as lessor under any Lease, shall determine to reject such Lease pursuant to Section 365(a) of the Bankruptcy Code, then Borrower shall give Agent not less than ten (10) days' prior notice of the date on which Borrower shall apply to the bankruptcy court for authority to reject the Lease. Agent shall have the right, but not the obligation, to serve upon Borrower within such ten-day period a notice stating that Agent demands that Borrower assume and assign the Lease to Agent pursuant to Section 365 of the Bankruptcy Code and Agent covenants to comply with all requirements of the Bankruptcy Code with respect to such assignment. If Agent serves upon Borrower the notice described in the preceding sentence, Borrower shall not seek to reject the Lease and shall comply with the demand provided for in the preceding sentence within thirty (30) days after the notice shall have been given, subject to the performance by Agent of the covenant provided for in the preceding sentence.

## ARTICLE 4 NO LIABILITY, FURTHER ASSURANCES

Section 4.1 NO LIABILITY OF AGENT OR LENDERS. This Assignment shall not be construed to bind Agent or Lenders to the performance of any of the covenants, conditions or provisions contained in any Lease or Lease Guaranty or otherwise impose any obligation upon Agent or any Lender. AGENT AND LENDERS SHALL NOT BE LIABLE FOR ANY LOSS SUSTAINED BY BORROWER RESULTING FROM AGENT'S FAILURE TO LET THE PROPERTY AFTER AN EVENT OF DEFAULT OR FROM ANY OTHER ACT OR OMISSION OF LENDER IN MANAGING THE PROPERTY AFTER AN EVENT OF DEFAULT UNLESS SUCH LOSS IS CAUSED BY THE WILLFUL MISCONDUCT, GROSS NEGLIGENCE, OR BAD FAITH OF AGENT OR ANY LENDER. 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 Borrower shall, and hereby agrees, to indemnify Agent and Lenders for, and to hold Agent and Lenders 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 be asserted against Agent and Lenders 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, including any liability, loss, damage, cost or expense arising as a result of the negligence of Agent or Lenders; provided, however, that the foregoing indemnity agreement shall not apply to any claims, damages, losses, liabilities, and expenses (i) solely attributable to Agent's or any Lender's gross negligence or willful misconduct, or (ii) resulting from a claim brought by Borrower against Agent or any Lender for breach in bad faith of such Agent's or Lender's obligations hereunder or under any other Loan Document, if Borrower has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction. . Should Agent or Lenders incur any such liability, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured by this Assignment and by the Mortgage Instrument and the other Loan Documents and Borrower shall reimburse Agent and Lenders therefor immediately upon demand and upon the failure of Borrower so to do Agent may, at its option, declare all sums secured by this Assignment and by the Mortgage 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 AGENT OR ANY LENDER, 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 AGENT OR LENDERS 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 SUBSTANCES, 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.

Section 4.2 NO MORTGAGEE IN POSSESSION. Nothing herein contained shall be construed as constituting Agent a "mortgagee in possession" in the absence of the taking of actual possession of the Property by Agent.

Section 4.3 FURTHER ASSURANCES. Borrower will, at the cost of Borrower and without expense to Agent, do, execute, acknowledge and deliver all and every such further acts, conveyances, assignments, notices of assignments, transfers and assurances as Agent shall, from time to time, reasonably require for the better assuring, conveying, assigning, transferring and confirming unto Agent the property and rights hereby assigned or intended now or hereafter so to be, or which Borrower may be or may hereafter become bound to convey or assign to 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 Agent to execute in the name of Borrower to the extent Agent may lawfully do

so, one or more financing statements, chattel mortgages or comparable security instruments, to evidence more effectively 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 Mortgage Instrument, the terms of the Mortgage Instrument shall prevail.

Section 5.2 MODIFICATION. This Assignment may only be modified or amended in accordance with Section 12.2 of the Credit Agreement, which provision is incorporated herein by reference as if fully set forth herein. In the event of a scrivener's error in any term of this Assignment, Borrower shall take all such actions to correct such scrivener's error and to conform this Assignment and the other Loan Documents to the intended terms and provisions.

Section 5.3 CREDIT AGREEMENT'S ACT. This Assignment and the other Loan Documents shall not be amended, modified or supplemented without the written agreement of Borrower and Agent at the time of such amendment, modification or supplement. Borrower and Agent expressly agree that for purposes of this Assignment and each and every other Loan Document: (i) this Assignment and each and every other Loan Document shall be a "credit agreement" under the Illinois Credit Agreements Act, 815 ILCS 160/1 et seq. (the "**Credit Act**"); (ii) the Credit Act applies to this transaction including, but not limited to, the execution of this Assignment and each and every other Loan Document; and (iii) any action on or in any way related to this Assignment and each and every other Loan Document shall be governed by the Credit Act.

Section 5.4 INTERPRETATION. In this Assignment, unless Agent and Borrower otherwise agree in writing, the singular includes the plural and the plural the singular; words importing any gender include the other genders; references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to; the word "or" shall be deemed to include "and/or", the words "including", "includes" and "include" shall be deemed to be followed by the words "without limitation"; references to articles, sections (or subdivisions of sections) or exhibits are to those of this Assignment; and references to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent such amendments and other modifications are not prohibited by the terms of this Assignment. Section headings in this Assignment are included for convenience of reference only and shall not constitute a part of this Assignment for any other purpose.

Section 5.5 AUTHORITY. Borrower represents and warrants that it has full power and authority to execute and deliver this Assignment and the execution and delivery of this Assignment has been duly authorized and does not conflict with or constitute a default under any law, judicial order or other agreement affecting Borrower or the Property.



Section 5.6 INAPPLICABLE PROVISIONS. If any term, covenant or condition of this Assignment is held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision.

Section 5.7 DUPLICATE ORIGINALS; COUNTERPARTS. This Assignment may be executed in any number of duplicate originals and each such duplicate original shall be deemed to be an original. This Assignment may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Assignment. The failure of any party hereto to execute this Assignment, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

Section 5.8 GOVERNING LAW; JURISDICTION. This Assignment has been delivered to and accepted by Agent and will be deemed to be made in the State of Illinois. THIS ASSIGNMENT WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, EXCLUDING ITS CONFLICT OF LAWS RULES, EXCEPT THAT THE LAWS OF THE STATE WHERE THE PROPERTY IS LOCATED (IF DIFFERENT FROM THE STATE OF ILLINOIS) SHALL GOVERN THE CREATION, PERFECTION AND FORECLOSURE OF THE LIENS CREATED HEREUNDER ON THE PROPERTY OR ANY INTEREST THEREIN. Agent and the Borrower hereby irrevocably consent to the exclusive jurisdiction of any state or federal court for the county or judicial district located in Cook County, Illinois; provided that nothing contained in this Assignment will prevent Agent from bringing any action, enforcing any award or judgment or exercising any rights against Borrower or any Guarantor individually, against any security or against any property of Borrower within any other county, state or other foreign or domestic jurisdiction. Agent and Borrower agree that the venue provided above is the most convenient forum for both Agent and Borrower. Agent and the Borrower waive any objection to venue and any objection based on a more convenient forum in any action instituted under this Assignment in any state or federal court for the county or judicial district located in Cook County, Illinois.

Section 5.9 NOTICES. All notices required or permitted hereunder shall be delivered and deemed delivered in accordance with the provisions of the Credit Agreement, provided that any notice to Borrower shall be addressed to Borrower at the address set forth in the preamble hereto.

Section 5.10 WAIVER OF TRIAL BY JURY. BORROWER IRREVOCABLY WAIVES ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS ASSIGNMENT, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS ASSIGNMENT OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. BORROWER ACKNOWLEDGES THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

Section 5.11 LIABILITY. If Borrower consists of more than one person, the obligations and liabilities of each such person hereunder shall be joint and several. This Assignment shall be binding upon and inure to the benefit of Borrower, Agent, Lenders and their respective successors and assigns forever.

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Section 5.12 HEADINGS, ETC. The headings and captions of 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.

Section 5.13 NUMBER AND GENDER. 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 5.14 DISCRETION OF AGENT. Wherever pursuant to this Assignment: (a) Agent exercises any right given to it to approve or disapprove, (b) any arrangement or term is to be satisfactory to Agent, or (c) any other decision or determination is to be made by Agent, the decision of Agent to approve or disapprove, all decisions that arrangements or terms are satisfactory or not satisfactory and all other decisions and determinations made by Agent, shall be in the reasonable discretion of Agent, except as may be otherwise expressly and specifically provided herein.

Section 5.15 COSTS AND EXPENSES OF BORROWER. Wherever pursuant to this Assignment it is provided that Borrower pay any costs and expenses, such costs and expenses shall include, but not be limited to, reasonable out-of-pocket legal fees and disbursements of Agent.

THIS ASSIGNMENT, together with the covenants and warranties therein contained, shall inure to the benefit of Agent, Lenders and any subsequent holder of the Mortgage Instrument and shall be binding upon Borrower, its heirs, executors, administrators, successors and assigns and any subsequent owner of the Property.


*[The remainder of this page is intentionally left blank.  
Signature page follows.]*



In witness whereof, this Assignment of Leases and Rents, dated for reference purposes only as of the day and year first referenced above.

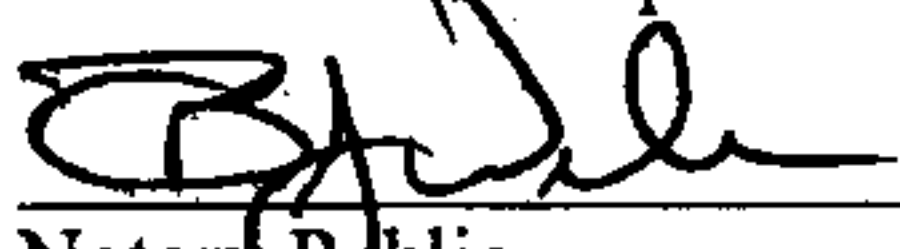
ASSIGNOR:

Professional Resource Development, Inc.,  
an Illinois corporation

By:   
Name: Jonathan Brumleve  
Title: Secretary

STATE OF ILLINOIS       )  
                                  ):  
COUNTY OF EFFINGHAM )

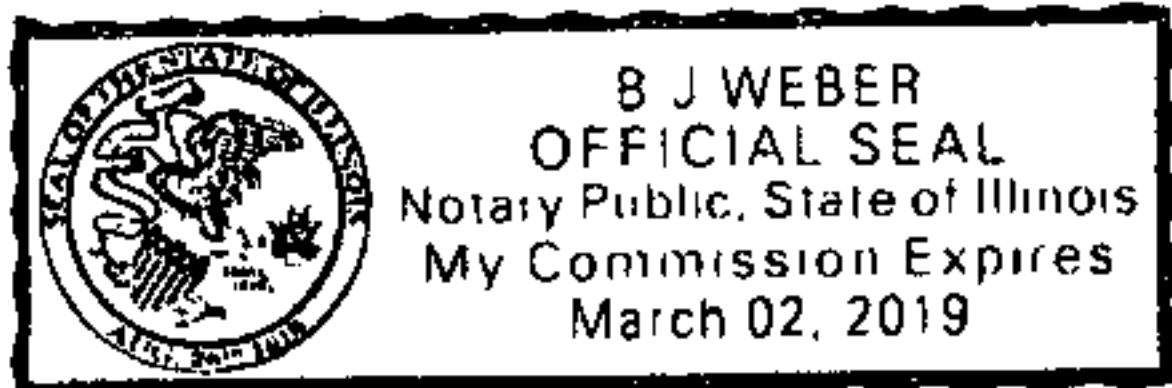
The foregoing instrument was acknowledged before me this February 8 2018 by Jonathan Brumleve as the Secretary of Professional Resource Development, Inc., an Illinois corporation, on behalf of said corporation.

  
Notary Public

My commission expires: 3/2/2019

Commission no.: 815852

(seal)



**EXHIBIT A**

20180312000079010 12/12 \$48.00  
Shelby Cnty Judge of Probate, AL  
03/12/2018 12:28:45 PM FILED/CERT

**Legal Description**

**PARCEL 1: (FEE)**

LOT 4, ACCORDING TO THE MAP OF WHITE STONE CENTER SUBDIVISION, AS RECORDED IN MAP BOOK 33, PAGE 138 A AND B IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

**PARCEL 2: (EASEMENT)**

TOGETHER WITH AND SUBJECT TO ANY RIGHTS AND EASEMENTS AS CREATED BY AND THROUGH THAT CERTAIN DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS AND GRANT OF EASEMENTS (WHITE STONE SHOPPING CENTER) APPEARING OF RECORD UNDER INSTRUMENT NO. 20031124000768400 IN THE PROBATE OFFICE OF SHELBY COUNTY ALABAMA.

**PARCEL 3: (EASEMENT)**

TOGETHER WITH AND SUBJECT TO ANY RIGHTS AND EASEMENTS AS CREATED BY AND THROUGH THAT CERTAIN JOINT ACCESS EASEMENTS - LOTS 3 AND 4, WHITE STONE CENTER SUBDIVISION, RECORDED IN THE SAID PROBATE OFFICE UNDER INSTRUMENT NO. 20040903000495490.



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
03/12/2018 12:28:45 PM  
\$48.00 CHERRY  
20180312000079010

A handwritten signature in black ink, appearing to be "J. W. Fuhrmeister", is written over the typed name of the Probate Judge.