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ASSIGNMENT OF LEASES AND RENTS

STATE OF ALABAMA)
 ;
COUNTY OF SHELBY)

THIS ASSIGNMENT OF LEASES AND RENTS, dated as of the 29th day of November, 1984, by and between TAMAN ASSOCIATES, LTD., an Alabama limited partnership whose sole general partner is CLYDE A. TAYLOR, III ("Mortgagor") and THE FIRST NATIONAL BANK OF ATLANTA, a national banking association ("Lender").

I.

Recitals

1.1 Description of Debt: Mortgagor has contemporaneously herewith executed and delivered to Lender a note (the "Note") in the principal sum of One Million Three Hundred Sixty-Five Thousand and No/100 Dollars (\$1,365,000) and a Guaranty with respect to certain debts, liabilities and obligations of Bethea Electrical Products, Inc., an Alabama corporation, to Lender aggregating, initially, the sum of Two Million Eight Hundred Twenty-Six Thousand and No/100 Dollars (\$2,826,000) (the "Guaranty").

1.2 Description of Other Lien Agreements: The payment of the Note and the performance of the Guaranty are secured by this Assignment of Leases and Rents and by a certain Mortgage and Security Agreement (the "Mortgage") executed by Mortgagor pertaining to property (the "Mortgaged Premises") described therein of which the land parcel (the "Land Parcel") described in Exhibit A attached hereto forms a part, and certain other security instruments executed of even date herewith which, together with any amendments, modifications and replacements thereof and any and all other instruments now or hereafter given to secure the payment of the Note and the performance of the Guaranty are collectively referred to herein as the "Other Lien Agreements."

II.

Granting Clauses

To secure the payment of the Note and any and all renewals, extensions, modifications and replacements thereof, to assure the performance of the Guaranty, and to assure the payment and performance of the agreements contained herein and in the Note, the Guaranty and the Other Lien Agreements, and the payment and performance of all debts, liabilities and obligations of Mortgagor to Lender therein described, Mortgagor hereby assigns to Lender:

(a) The Commercial Lease, dated as of November 29, 1984, between Mortgagor, as lessor, and Bethea Electrical Products, Inc., as lessee, as the same may be modified, amended, extended or renewed hereafter, and any and all other oral and written leases and other agreements for use or occupancy made or agreed to by any person or entity (including, without limitation of the foregoing, Mortgagor and Lender under the powers granted herein) and any and all amendments, extensions, renewals, modifications and replacements thereof pertaining to all or any part of the Land Parcel or the improvements thereon, whether such leases or other agreements have been heretofore or are hereafter made or agreed to (such leases and other use and occupancy

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agreements being collectively referred to herein as the "Leases");

(b) The rents, issues and profits and any other payments by any and all lessees under the Leases in addition to rent (collectively the "Rents") which may hereafter become due pursuant to any of the Leases pertaining to all or any part of the Mortgaged Premises;

(c) Any and all monies, awards or other payments made or payable by any and all lessees under the Leases in lieu of rent, including, but not limited to, any damages on account of a default by any lessee under the Leases (all such monies, awards or payments, including, but not limited to, damages, are collectively referred to herein as the "Damages") which may hereafter become due pursuant to any of the Leases pertaining to all or any part of the Mortgaged Premises;

(d) All rights, powers, privileges, options and other benefits (collectively the "Rights") of Mortgagor under the Leases, including without limitation of the foregoing:

(i) the immediate and continuing right to receive and collect all insurance proceeds, condemnation awards, monies and security deposits or the like pursuant to any of the provisions thereof, whether as rents or otherwise (except sums payable directly to any person other than the lessor thereunder);

(ii) the right to make all waivers and agreements, including waivers of obligations of lessees;

(iii) the right to give all notices, permissions, consents and releases, including consent to the subordination of the interest of a lessee;

(iv) the right to take such actions upon the happening of a default under the Leases (including the commencement, conduct and consummation of proceedings at law or in equity) as shall be permitted under any provisions of the Leases or by law;

(v) the right to do any and all other things whatsoever which Mortgagor is or may become entitled to under the Leases;

(vi) the right to exercise any option required or permitted; and

(vii) any and all guaranties (the "Lease Guaranties") of any of the Leases, and the rights, powers, privileges and other benefits of the Mortgagor under the Guaranties;

and Mortgagor authorizes Lender:

(viii) to manage the Mortgaged Premises and let and relet the Mortgaged Premises, or any part thereof according to Lender's own discretion;

(ix) to prosecute or defend any suits in connection with the Mortgaged Premises in the name of either or both of Lender or Mortgagor as it may consider desirable;

(x) to enforce or take any other action in connection with the Leases in the name of either or both of Lender or Mortgagor;

(xi) to make such repairs to the Mortgaged Premises as Lender may deem advisable; and

(xii) to do anything in or about the Mortgaged Premises that Lender may deem advisable or that the Mortgagor has the right or power to do.

Although this instrument constitutes a present assignment of the foregoing Leases, rights, interests and privileges, Mortgagee agrees not to collect rentals due thereunder until a default occurs under the provisions hereof or under the Note, the Guaranty or any of the Other Lien Agreements.

III. Covenants

3.1 Power Coupled With Interest: This Assignment of Leases and Rents confers upon Lender a power coupled with an interest and cannot be revoked by the Mortgagor.

3.2 No Other Assignment: Mortgagor warrants, represents and covenants that it is the sole owner of the entire lessor's interest in the Leases and has full right to assign the Leases and the rents due or to become due thereunder, that there has been no previous, and, without Lender's prior written consent as to form and substance, Mortgagor will permit no future, assignment (as collateral or otherwise) of the lessor's right, title and interest in any of the Leases (other than pursuant to the Other Lien Agreements); that the Leases are valid and enforceable in accordance with their terms and have not been altered, modified or amended in any manner whatsoever; that the lessees are not in default under the Leases and have no defenses, set-offs or counterclaims against the lessor under the Leases, that no rent reserved in the Leases has been assigned or anticipated, and that no rent for any period subsequent to the date hereof has been collected in advance of the time when the said rent becomes or would become due under the terms of the Leases.

3.3 Management. At all times until this Assignment of Leases and Rents is released or until the assignment granted hereby is exercised by Lender, and at all times thereafter during which Lender is not in actual or constructive possession of the Mortgaged Premises, Mortgagor shall cause the Mortgaged Premises to be managed in accordance with sound business practices and cause to be performed all obligations imposed upon the lessor under the Leases and not do or permit to be done anything to impair the security thereof. Mortgagor shall not permit any of the Rents to be collected in advance, except that monthly rent due and payable under the Leases may be collected for the then current month, payable in advance (except for security deposits as to which the tenant making such deposit has agreed that Lender is not responsible for the return thereof) thereof. Mortgagor shall not alter, modify, amend, change or default under the terms of any of the Leases or the Lease Guaranties, or give any consent, concession or waiver under any of the Leases or exercise any option of the Lessor permitted by the terms of any of the Leases or the Lease Guaranties, or accept the surrender thereof or consent to any assignment or subletting under any of the Leases, or convey or transfer or suffer or permit a conveyance or transfer of the premises demised by any and all of the Lessees or of any interest therein so as to effect directly or indirectly, promptly or remotely, a merger of the estates and rights of, or a termination or elimination of, the obligations of lessees thereunder, without the prior written consent of the Lender. Mortgagor shall not make any other assignment of any interest in the Leases or the Rents accruing from such Leases or from the Mortgaged Premises (except in connection with junior financing permitted by the Mortgage), or subordinate any of the Leases to

any mortgage or other encumbrance, or permit, consent or agree to such subordination without the prior written consent of the Lender. Mortgagor shall cause prompt action, including legal proceedings, for enforcement of any of the Leases and all other remedies available to lessor thereunder to be commenced against any delinquent or defaulting lessee as soon as reasonably necessary to protect such lessor's interest or immediately upon written request from Lender, and in the event Lender requests that a specific action be taken, to cause such action to be promptly taken. Mortgagor shall, but only at the direction of Lender, give any consent or exercise any option or election granted to the lessor under any of the Leases. Mortgagor shall execute and deliver, at the reasonable written request of Lender, all such further assurances and assignments as Lender from time to time shall require.

3.4 Execution of Leases: Mortgagor shall not permit any Leases to be made of all or any portion of the Mortgaged Premises except as provided in the Mortgage.

3.5 Notice of Default: Mortgagor shall cause notice to be given to Lender of any default by the lessor under any of the Leases promptly upon the occurrence of such default, but in all events in sufficient time to afford to Lender an opportunity to cure any such default prior to the lessee under the subject Lease having any right to terminate the Lease by reason of such default. Each Lease hereafter executed shall contain a provision requiring the lessee thereunder to notify Lender of any default by lessor thereunder and granting Lender an opportunity for a reasonable time after such notice to cure such default prior to any right accruing to the lessee to terminate such Lease.

3.6 Lender to be Creditor of Lessee: Lender shall be and be deemed to be the creditor of each lessee under the Leases in respect of any and all claims for Damages, assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution or receivership proceedings affecting such lessee (without obligation on the part of Lender, however, to file or make timely filings of claims in such proceedings or otherwise to pursue creditor's rights therein). Mortgagor hereby assigns to Lender any and all Damages and any and all monies received or receivable in connection with any such assignment for the benefit of creditors or in any such bankruptcy, reorganization, insolvency, dissolution or receivership proceedings, with an option to Lender to apply Damages or any money received by Lender as such creditor in reduction of the indebtedness (in the inverse order of maturity) secured by or to be paid under the Mortgage, whether or not any default or Event of Default exists hereunder or thereunder. Mortgagor hereby appoints Lender as its irrevocable attorney-in-fact to appear in any action and/or collect any such money, award or payment.

IV.

Defaults and Remedies

4.1 Defaults: Each of the following shall constitute a default ("default") under this Assignment of Leases and Rents:

4.1(a) The untruth of any representation made by Mortgagor herein, the failure by Mortgagor to perform in a full and timely manner, any of Mortgagor's obligations under this Assignment of Leases and Rents or the Note or the Guaranty or the breach of any of Mortgagor's covenants or obligations contained in this Assignment of Leases and Rents;

4.1(b) The occurrence of any default or Event of Default under the Note, the Guaranty or any of the Other Lien Agreements;

4.1(c) The default by the Mortgagor in its performance of the landlord's obligations under the outstanding Leases relating to the Mortgaged Premises;

4.1(d) The occurrence of any "Event of Default" under the Loan and Security Agreement, dated as of November 29, 1984, between Lender and Bethea Electrical Products, Inc., as the same may be modified or amended hereafter.

4.2 Exercise of this Assignment of Leases and Rents:

4.2(a) Lender may exercise the assignment hereby granted, in the event of any default, and pursue its rights to collect the Rents or manage the Mortgaged Premises, or both, and otherwise exercise its rights as provided in this Assignment of Leases and Rents, without regard to the adequacy of the security and without waiving any other remedy available to Lender and without waiving such default.

4.2(b) In the event Lender elects to invoke any of its rights hereunder, and thereafter for any reason relinquishes to the Mortgagor such rights, this Assignment of Leases and Rents shall in no respect be terminated but instead remain in full force and effect until the indebtedness secured hereby is paid in full, it being the intent of the parties that Lender shall, from time to time upon the occurrence of any default under this Assignment of Leases and Rents, have all the rights granted hereby.

4.3 Nature of Remedies: No delay or omission on the part of Lender in the exercise of any remedy for a default shall operate as a waiver thereof. The remedies available to Lender under this Assignment of Leases and Rents shall be in addition to, and exercisable in any combination with, any and all remedies available by operation of law and under the Note, the Guaranty, and the Other Lien Agreements. The said remedies shall be cumulative and concurrent, may be pursued separately, successively or together against Mortgagor or the Mortgaged Premises, or either of them, at the sole discretion of Lender and may be exercised as often as occasion therefor shall arise.

4.4 Application of Rents: Lender shall have the power to apply the Rents and Damages, in such order as Lender may determine, to the payment of the indebtedness secured hereby, and also toward the payment of all advances and expenses incurred by Lender under the Mortgage and all expenses for the care and management of the Mortgaged Premises, including taxes, insurance, assessments, usual and customary commissions to a real estate broker for leasing real estate and collecting rents, and the reasonable expenses and fees of all attorneys, agents and servants, which expenses Lender may reasonably deem to be necessary to exercise the powers granted to the Lender hereunder. The receipt by Lender of any Rents pursuant to this Assignment of Leases and Rents following a default and the exercise of any remedies provided for in the Note, the Guaranty or the Other Lien Agreements shall not cure such default or affect or prejudice the exercise of such remedies.

4.5 Limitation of Lender's Obligations: Lender's obligations as to any Rents actually collected shall be discharged by application of such Rents for the purposes described in this Assignment of Leases and Rents. Lender shall not be liable for

uncollected rents or for any claim for damages or set-offs arising out of Lender's management of the Mortgaged Premises other than for damages arising from Lender's gross negligence. Lender shall not be liable to any lessee for the return of any security deposit made under any lease of any portion of the Mortgaged Premises unless Lender shall have received such security deposit from the lessor or such lessee. Lender shall not by reason of this Assignment of Leases and Rents or the exercise of any right granted herein be obligated to perform any obligation of the Lessor under any of the Leases, nor shall Lender be responsible for any act committed by the lessor or any breach or failure to perform by the lessor with respect to any of the Leases. Nothing contained herein shall be deemed to have the effect of making the Lender a mortgagee in possession of the Mortgaged Premises or any part thereof.

4.6 Reimbursement: Mortgagor shall reimburse, indemnify and hold harmless Lender for and from any and all expenses, losses, damages and liabilities which Lender may incur by reason of this Assignment of Leases and Rents, any of the Leases, or expenses, losses, damages and liabilities incurred in exercising any of the rights granted in this Assignment of Leases and Rents. Any and all amounts due to Lender under this Section 4.6 shall be immediately due and payable, shall be added to the principal amount of the Note and secured by this Assignment of Leases and Rents and the Other Lien Agreements.

4.7 Authorization to Lessees: Each present and future lessee under any of the Leases is hereby authorized and directed to pay the rent payable thereunder to Lender upon written demand from Lender stating that a default has occurred under this Assignment of Leases and Rents without inquiry as to whether any such default has occurred or whether Lender is rightfully entitled to such rent.

V.

Miscellaneous

5.1 Modification of Loan Terms: If the time of payment of all indebtedness secured hereby or any part thereof be extended at any time or times, if the Note or the Guaranty be renewed, modified or replaced, or if any security for the Note or the Guaranty be released, Mortgagor and any other parties now or hereafter liable therefor or interested in the Mortgaged Premises shall be held to consent to such extensions, renewals, modifications, replacements and releases, and their liability and the lien hereof and of the Other Lien Agreements not be released and the rights created hereby and thereby shall continue in full force, the right of recourse against all such parties being reserved by Lender.

5.2 Successors and Assigns: This assignment of Leases and Rents shall inure to the benefit of and be binding upon the respective successors and assigns of Mortgagor and Lender and all persons and entities (including owners and lessees) which may hereafter obtain any interest in the Mortgaged Premises. All references to "Mortgagor" herein shall be deemed to include all heirs, executors and administrators of Mortgagor and its successors and assigns in title and all references to Lender shall be deemed to include Lender and its successors and assigns.

5.3 No Merger: Notwithstanding the conveyance or transfer of title to any or all of the Mortgaged Premises to any lessee under any of the Leases, the lessee's leasehold estate under such Lease shall not merge into the fee estate and the lessee shall remain obligated under such lease as assigned by this Assignment of Leases and Rents.

5.4 Notices: Whenever Lender or Mortgagor desires to give any notice to the other, it shall be sufficient for all purposes if such notice is personally delivered or sent by registered or certified United States mail, postage prepaid, addressed to the intended recipient at the last address theretofore specified by the addressee in a written notice given to sender. In case no other address has been so specified, notices hereunder shall be delivered or mailed to the following addresses:

Lender:

The First National Bank of Atlanta
Two Peachtree Street
Atlanta, Georgia 30383
Attn: Commercial Division

Mortgagor:

Taman Associates, Ltd.
c/o Bethea Electrical Products, Inc.
3098 Highway 31, South
Pelham, Alabama
Attn: Clyde A. Taylor, III, General Partner

Any notice given in the manner specified herein shall be deemed to have been given on the day it is personally delivered or two business days after it is deposited in the United States mail.

5.5 Governing Law: This Assignment of Leases and Rents shall be governed by and construed in accordance with the laws of the State of Alabama.

5.6 Severability: If any term, restriction or covenant of this Assignment of Leases and Rents is deemed illegal or unenforceable, all other terms, restrictions and covenants and the application thereof to all persons and circumstances subject hereto shall remain unaffected to the extent permitted by law; and if any application of any term, restriction or covenant to any person or circumstances is deemed illegal, the application of such term, restriction or covenant to other persons or circumstances shall remain unaffected to the extent permitted by law.

IN WITNESS WHEREOF, Mortgagor has caused this instrument to be executed for and in its name by its sole General Partners, as of the 29th day of November, 1984.

TAMAN ASSOCIATES, LTD.

By: Clyde A. Taylor, III

Clyde A. Taylor, III, General Partner

This instrument was prepared by:

Gerald T. Woods
Hansell & Post
56 Perimeter Center East, N.E.
Atlanta, Georgia 30346

STATE OF GEORGIA

DEKALB COUNTY

)
:
)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Clyde A. Taylor, III, an individual, whose name as general partner of Taman Associates, Ltd., a limited partnership, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such general partner and with full authority, executed the same voluntarily for and as the act of said general partnership.

GIVEN under my hand and official seal this 29th day of November, 1984.



SEAL]

A. Wood
Notary Public

My Commission Expires: Notary Public, Georgia, State at Large
My Commission Expires June 25, 1988



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EXHIBIT A

From the SW corner of Section 13, Township 20 South, Range 3 West; run Easterly along the South boundary line of Section 13, Township 20 South, Range 3 West 764.69 feet, more or less to the point of intersection of the south boundary line of Section 13, Township 20 South, Range 3 West and the West right of way line of U.S. Highway 31; thence turn an angle of 102 degrees 18' to the left and run Northwesternly along the West right of way line of U.S. 31 Highway 1317.8 feet; thence turn an angle of 77 degrees 42' to the left and run westerly 878.51 feet to a point in the center of the Old Birmingham-Montgomery Highway; thence turn an angle of 92 degrees 09' to the right and run Northeastery along the center of the Old Birmingham-Montgomery Highway for 303.24 feet; thence turn an angle of 03 degrees 28' to the right and continue Northeastery along the center of the Old Birmingham-Montgomery Highway for 292.83 feet; thence turn an angle of 84 degrees 23' to the right and run Easterly for 430.0 feet; thence turn an angle of 93 degrees 41' to the right and run Southwesterly 295.47 feet to the point of beginning of the lot herein described; from said point of beginning continue thence in the same southwesterly direction along the East line of the Ralston Purina Company property 200 feet to the SW corner of the lot herein described; thence turn an angle of 93 degrees 41' to the left and run Easterly along North line of Ralston Purina Company property 418.51 feet, more or less, to a point on the West right of way line of U.S. Highway 31; run thence in a Northwesternly direction along the West right of way line of said U.S. 31 Highway 204.28 feet to a point; thence run in a straight westerly line (said line being parallel with the southerly line of a lot herein described) to the point of beginning. Being a part of the NW 1/4 of SW 1/4 of Section 13, Township 20 South, Range 3 West.

From the Southwest corner of Section 13, Township 20 South, Range 3 West run Easterly along the South boundary line of Section 13, Township 20 South, Range 3 West 764.69 feet, more or less, to the point of intersection of the South boundary line of Section 13, Township 20 South, Range 3 West and the West right of way line of U.S. 31 Highway; thence turn an angle of 102 degrees 18' to the left and run Northwesternly along the West right of way line of U.S. 31 Highway 1317.8 feet to the point of beginning of the land herein described; thence turn an angle of 77 degrees 42' to the left and run Westerly 878.51 feet to a point in the center of the Old Birmingham-Montgomery Highway; thence turn an angle of 92 degrees 09' to the right and run Northeastery along the center of the Old Birmingham-Montgomery Highway for 303.24 feet; thence turn an angle of 03 degrees 28' to the right and continue Northeastery along the center of the Old Birmingham-Montgomery Highway for 292.83 feet; thence turn an angle of 84 degrees 23' to the right and run Easterly for 430.0 feet; thence turn an angle of 93 degrees 41' to the right and run Southwesterly for

CONTINUED

EXHIBIT A

495.47 feet; thence turn an angle of 93 degrees 41' to the left and run Easterly 418.51 feet, more or less, to a point on the West right of way line of U.S. 31 Highway; thence turn an angle of 77 degrees 42' to the right and run Southeasterly along the west right of way line of U.S. 31 Highway 102.35 feet, more or less, to the point of beginning.

This land being a part of the East Half of the SE 1/4 of Section 14, Township 20 South, Range 3 West and a part of the West Half of the SW 1/4 of Section 13 Township 20 South, Range 3 West. Situated in Shelby County, Alabama.

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1984 NOV 30 PM 4:05

Thomas P. Cunningham, Jr.
JUDGE OF THE STATE

Rec 25.00
Ind 1.00
26.00