

ASSIGNMENT OF RENTS AND LEASES

The following terms shall have the meanings set forth below, as used in this instrument:

Lender: Red Mountain Bank, N.A.
Lender's Notice Address: 10 Inverness Center Parkway, Suite 120
Birmingham, Alabama 35243
Loan Amount: \$5,330,000.00 (consisting of a \$3,065,000.00 term
loan, \$720,000.00 term loan, \$1,045,000.00 term loan
and a \$500,000.00 revolving line of credit)
Mortgage: The Mortgage and Security Agreement executed by
Borrower in favor of Lender this date to further
secure the Obligation (defined below).
Borrower: Adtrav Corporation, Prov.11:25, LLC, Roger E.
Hale and Martha F. Hale
Borrower's Notice Address: 4555 Southlake Parkway
Birmingham, Alabama 35244

1. **BY THIS ASSIGNMENT**, the Borrower, for value received, hereby assigns to the Lender all of Borrower's right, title, privileges and interest which Borrower has and may have in the leases, operating agreements, management agreements, concession agreements, licenses, and all similar agreements, now existing or hereafter made and affecting the real property and the improvements and equipment thereon described in Exhibit A attached hereto and incorporated herein by reference (collectively referred to as the "Property"), together with all extensions, renewals, modifications or replacements of said leases and agreements, and together with any and all guarantees of the obligations of the lessees and other obligors thereunder, whether now existing or hereafter executed, and all extensions and renewals of said guarantees. All said leases and all other said agreements described in this Paragraph 1, together with any and all guarantees, modifications, extensions and renewals thereof, are hereinafter collectively and severally referred to as the "Lease".

2. **BORROWER'S PURPOSE** in making this assignment is to relinquish, convey, and assign to Lender its right to collect and enjoy the rents, royalties, issues, profits, income and other benefits at any time accruing by virtue of the Lease (hereinafter called "Rents and Profits") as additional security for the outstanding indebtedness to Lender as evidenced by the promissory notes in favor of Lender (herein called the "Obligation") dated this same date, in the aggregate original principal sum equal to the Loan Amount executed by Borrower, and as additional security for the Borrower's obligations under the Mortgage executed to better secure the Obligation; and to furnish security for the performance of Borrower's obligations contained herein, and in the Obligation, and in all of the other documents executed by Borrower in connection with the making or closing of the Loan (as defined in the Mortgage and the Obligation). The Obligation, the Mortgage, and all other documents executed in connection with the making or closing of the Loan are sometimes referred to for convenience as the "Loan Documents".

3. **THE PARTIES INTEND** that this Assignment shall be a present, absolute and unconditional assignment and shall, immediately upon execution, give Lender the right to collect the Rents and Profits and to apply them in payment of the principal and interest and all other sums payable on Borrower's Obligation, as well as all other sums payable under the Loan Documents. However, Lender hereby grants to Borrower a license to collect, subject to the provisions set forth below and in the Loan

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Documents, the Rents and Profits as they respectively become due and to enforce the Lease, so long as there is no default by Borrower in performance of the terms, covenants or provisions of the Obligation, the Loan Documents or this Assignment. Nothing contained herein, nor any collection of Rents and Profits by Lender or by a receiver, shall be construed to make Lender a "mortgagee-in-possession" of the Property so long as Lender has not itself entered into actual possession of the Property.

4. **UPON THE OCCURRENCE OF ANY DEFAULT** under the terms and conditions of this Assignment or any of the Loan Documents, this Assignment shall constitute a direction to and full authority to any and all obligors under the Lease and any guarantor of the Lease to pay all Rents and Profits to Lender without proof of the default relied upon. Borrower hereby irrevocably authorizes any and all obligors under the Lease and any guarantor to rely upon and comply with any notice or demand by Lender for the payment to Lender of any Rents and Profits due or to become due. Any and all obligors under the Lease and any guarantor shall have no right or duty to inquire whether a default has actually occurred and Borrower shall have no claim against any obligor under the Lease or any guarantor for any Rents and Profits paid by such obligor Lessee or such guarantor to Lender pursuant to Lender's demand or notice.

5. **BORROWER WARRANTIES:**

- (a) that no material default exists on the part of Borrower under any Lease;
- (b) that no rent or other payment has been or will be collected under any Lease more than one month in advance;
- (c) that neither the Lease nor any interest therein has been previously or will be assigned or pledged by Borrower;
- (d) that no concession has been or will be granted to any Lessee in the form of a waiver, release, reduction, discount or other alteration of rent or other payment due or to become due.

All of the foregoing warranties shall be deemed to be reaffirmed on and as of the time of each Lease executed by Borrower on the Property.

6. Borrower agrees that nothing herein shall be construed to impose any liability or obligation on Lender under or with respect to the Lease. Borrower does not delegate or assign to Lender, and Lender does not accept or assume any of the duties, obligations, or liabilities of Borrower as provided in the Lease. Despite the present and absolute assignment by Borrower to Lender of the Lease, Lender will not be required to perform any of the agreements or conditions contained in the Lease and nothing in this Agreement will impose any obligation upon Lender (including any liability under any covenant of quiet enjoyment as provided in the Lease). Borrower retains and will perform all duties, obligations, and liabilities of Borrower as provided in the Lease, provided that Lender, in the sole and absolute option of Lender may cure any default as provided in the Lease on behalf of Borrower, and Borrower will reimburse Lender on demand for all amounts paid and expended by Lender to cure the defaults of Borrower as provided in the Lease.

7. This Assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of rents contained in the Loan Documents. Failure of the Lender to avail itself of any terms, covenants or conditions of this Assignment for any period of time or for any reason shall not constitute a waiver thereof.

8. Notwithstanding any future modification of the terms of the Loan Documents, this Assignment and the rights and benefits hereby assigned and granted shall continue in favor of Lender in accordance with the terms of this Assignment.

9. This Assignment shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto (including without limitation, in the case of Lender, any third parties now or hereafter acquiring any interest in the Obligation or any part thereof, whether by virtue of assignment, participation or otherwise). The words "Borrower", "Lender", "obligor under the Lease", and "guarantor", wherever used herein, shall include the persons and entities named herein or in the Lease or any guaranty and designated as such and their respective heirs, legal representatives, successors, and assigns, provided that any action taken by the named Lender or any successor designated as such by an instrument recorded in the appropriate office of the County in which the Property is located referring to this Assignment shall be sufficient for all purposes notwithstanding that Lender may have theretofore assigned or participated any interest in the Obligation to a third party. All words and phrases shall be taken to include the singular or plural number, and the masculine, feminine, or neuter gender, as may fit the case.

10. Any change, amendment, modification, abridgement, cancellation, or discharge of this Assignment or any term or provision hereof shall be invalid without the written consent of Lender.

11. Upon payment to Lender of the full amount of all indebtedness and obligations secured hereby and by the Loan Documents, as evidenced by a recorded satisfaction or release of the Mortgage, Note, and guarantees, this Assignment shall be void and of no further effect.

12. All notices given hereunder shall be given in the manner set forth in the Mortgage.

13. If any provision hereof is determined to be illegal or unenforceable for any reason, the remaining provisions hereof shall not be affected thereby.

14. This Assignment shall be governed by and construed in accordance with the laws of the State of Alabama.

15. **WAIVER OF JURY TRIAL.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, BORROWER HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING OUT OF OR IN ANY WAY PERTAINING OR RELATING TO THIS ASSIGNMENT OR THE OTHER LOAN DOCUMENTS, OR (B) IN ANY WAY CONNECTED WITH OR PERTAINING OR RELATED TO OR INCIDENTAL TO ANY DEALINGS OF THE PARTIES HERETO WITH RESPECT TO THIS ASSIGNMENT OR THE OTHER LOAN DOCUMENTS, OR IN CONNECTION WITH THE TRANSACTIONS RELATED THERETO OR CONTEMPLATED THEREBY OR THE EXERCISE OF EITHER PARTY'S RIGHTS AND REMEDIES THEREUNDER, IN ALL OF THE FOREGOING CASES WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. BORROWER AGREES THAT LENDER MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED AGREEMENT OF BORROWER IRREVOCABLY TO WAIVE ITS RIGHT TO TRIAL BY JURY, AND THAT ANY DISPUTE OR CONTROVERSY WHATSOEVER BETWEEN BORROWER AND LENDER SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

IN WITNESS WHEREOF, this document has been executed by the undersigned under seal on this 19th day of October, 2004.

BORROWER:

Adtrav Corporation

By: [Signature]
Name: **Roger E. Hale**
Title: **President**

Prov.11:25, LLC

By: [Signature]
Name: **Roger E. Hale**
Title: **Member**

[Signature]
Roger E. Hale

[Signature]
Martha F. Hale

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Roger E. Hale** whose name as the President of **Adtrav Corporation**, a Delaware corporation, 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 officer and with full authority, executed the same voluntarily for and as the act of said corporation.

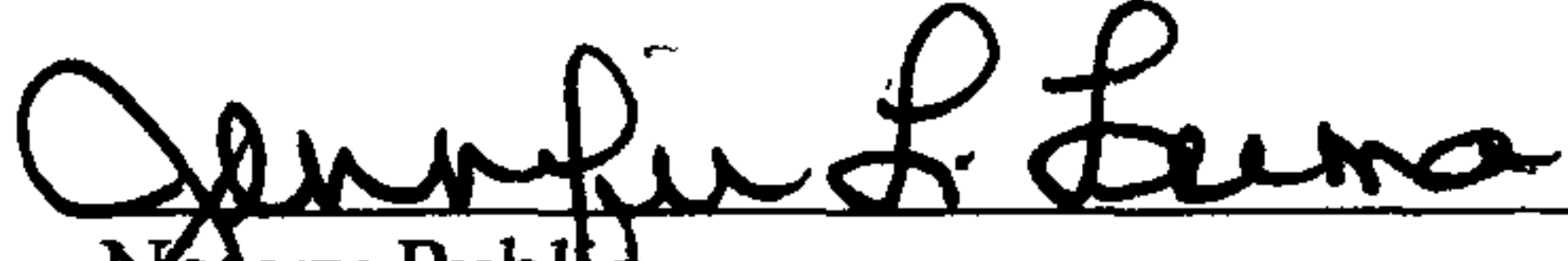
Given under my hand this 19 day of October, 2004.

[Signature]
Notary Public
My Commission Expires: 10-2-08

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Roger E. Hale** whose name as a member of **Prov.11:25, LLC**, an Alabama limited liability company, 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 member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

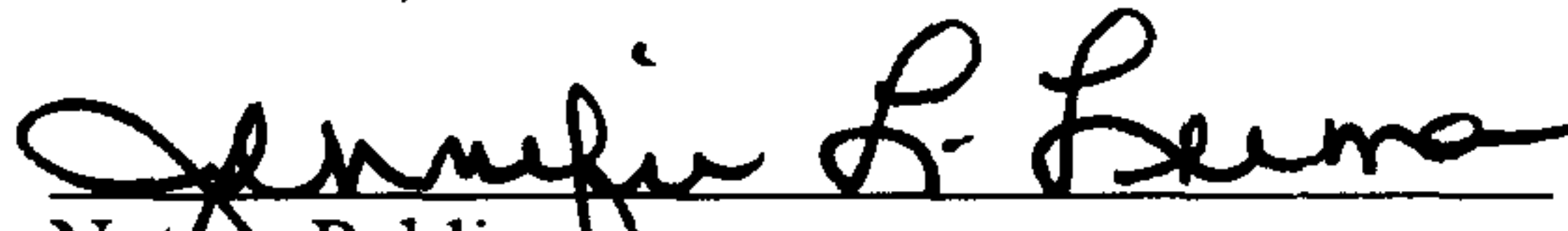
Given under my hand this 19 day of October, 2004.


Notary Public
My Commission Expires: 10-2-08

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Roger E. Hale** whose name 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, executed the same voluntarily.

Given under my hand this 19 day of October, 2004.


Notary Public
My commission expires: 10-2-08

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Martha F. Hale** whose name 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, she, executed the same voluntarily.

Given under my hand this 19 day of October, 2004.

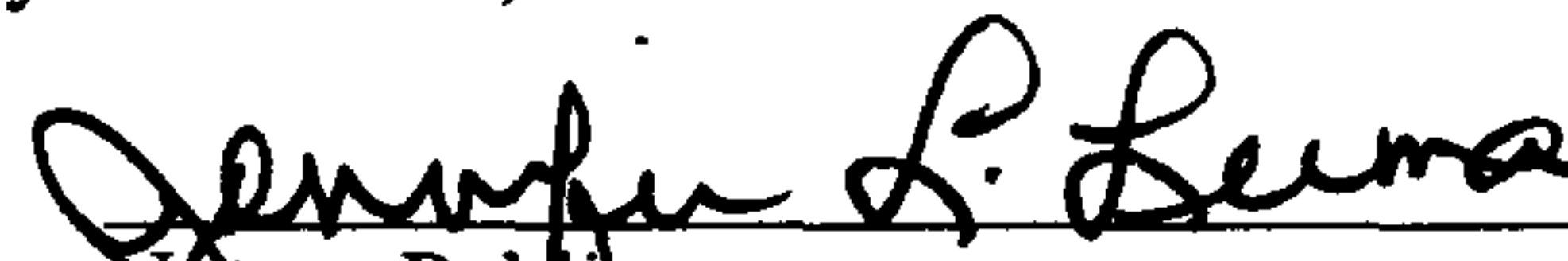

Notary Public
My commission expires: 10-2-08

EXHIBIT A

Tract A

Lot 1, according to a Resurvey of ATA Services Addition to Southlake, as recorded in Map Book 28, page 18, in the Office of the Judge of Probate of Shelby County, Alabama.

Tract B

Lots 2 and 3, according to a Resurvey of ATA Services Addition to Southlake, as recorded in Map Book 28, page 18, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama. Less and except a 60.00 foot wide parallel tract of land along the North line of said Lot 3, which was sold and conveyed to Charter Communications, LLC, as recorded in Instrument Number 1999-49043 in the Probate Office of Shelby County, Alabama; said tract of land being described as Parcel II in Exhibit A of said instrument and as follows: Begin at the Southeast corner of Lot 1, Southlake Office Park as recorded in Map Book 13, page 97 in the Office of the Judge of Probate, Shelby County, Alabama; thence run West along the South boundary of said Lot 1, for a distance of 280.00 feet; thence run South 56 feet 35 minutes 34 seconds West along the Southeasterly line of said Lot 1, for a distance of 120.00 feet to a point on the Easterly right of way line of Interstate Highway No. 65, said right of way line being situated on a curve to the right, having a central angle of 0 degrees 59 minutes 02 seconds a radius of 4009.72 feet a chord of 68.85 feet and a chord bearing of South 4 degrees 01 minutes 51 seconds East; thence run along the arc of said curve for a distance of 68.85 feet; thence run North 56 degrees 35 minutes 54 seconds East for a distance of 135.76 feet; thence run East for a distance of 269.47 feet to a point on the West right of way line of Southlake Parkway, said right of way line being situated on a curve to the right, having a central angle of 6 degrees 33 minutes 53 seconds, a radius of 528.01 feet, a chord of 60.46 feet and a chord bearing of North 7 degrees 05 minutes 50 seconds West; thence run along the arc of said curve for a distance of 60.50 feet to the point of beginning.