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Shelby Cnty Judge of Probate, AL
02/23/2007 11:14:30AM FILED/CERT

STATE OF ALABAMA

COUNTY OF LEE

COLLATERAL ASSIGNMENT OF LEASE

THIS COLLATERAL ASSIGNMENT OF LEASE, dated as of JAN. 30, 2007, made by Alabama 4-H Club Foundation, Inc., an Alabama non-profit corporation, (herein called "Assignor"), to AuburnBank, (herein called "Assignee").

WITNESSETH

Alabama 4-H Club Foundation, Inc. is justly indebted to the Assignee in the principal sum of SIX MILLION AND No/100 Dollars ($6,000,000.00) evidenced by a Promissory Note dated JAN 30, 2007, (herein called the "Note"), in said amount and to become due as provided in the Note. Alabama 4-H Club Foundation, Inc. is the Lessee of certain personal property pursuant to that certain Lease Agreement dated December 1, 2006, between Alabama 4-H Club Foundation, Inc. and Alabama Power Company, (herein called the "Lease"), described as:

> That part of the South one-half of the Southwest Quarter of Section 25, Township 21 South, Range 1 East, lying West of the Coosa River and that part of the East one-half of the Northwest Quarter and that part of the West one-half of the Northeast Quarter of Section 36, Township 21 South, Range 1 East lying West of the Coosa River, Shelby County, Alabama.

The Assignor has pledged the above described Lease to the Assignee as security for said indebtedness and obligations to perform under the Lease and desires to provide additional security to the Assignee by the execution of this Collateral Assignment as additional security for said indebtedness and for any renewals or extensions thereof and as additional security for the obligations of the Assignor to perform those obligations under the Lease.

NOW THEREFORE, in consideration of the promises, covenants, agreements and representations herein contained and of the loan from the Assignee to the Assignor as evidenced by the Note, the Assignor does hereby grant, bargain, transfer, assign and set over unto the Assignee all of his right, title and interest in and to the Lease.

TO HAVE AND TO HOLD unto the Assignee, its successors and assigns, as additional security for the payment of the principal of and interest on the Note and any renewals or extensions thereof and as additional security for the obligation of the Assignor to perform the obligations under the Lease, Assignor and Assignee further covenant and agree as follows:

1. The Assignor agrees to perform and discharge all of its obligations under the Lease without expense to the Assignee.

2. The Assignor irrevocably consents that upon the occurrence of an Event of Default hereunder, the Assignee has the right to re-enter and take possession of any and all property, real and personal under the Lease.

3. The occurrence of any one of the following events shall constitute an Event of Default hereunder:

A. If default shall be made by the Assignor under the Lease; or

B. If the Assignor shall fail to make a payment of principal or interest on the Note when due; or

C. If the Assignor shall fail to perform any of the covenants, agreements, or provisions under this Collateral Assignment.

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4. All covenants and agreements herein shall apply to and bind the successors and assigns of the respective parties.

IN WITNESS WHEREOF, the Assignor has caused this Collateral Assignment to be executed and affixed his seal hereto this the 30th day of JAN, 2007.

ASSIGNOR

ATTEST:

ALABAMA 4-H CLUB FOUNDATION, INC.

Tasha Worden

BY: Thomas R. Elliott

Thomas Elliott, Secretary-Treasurer

STATE OF ALABAMA

LEE COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Thomas Elliott, whose name as Secretary-Treasurer of Alabama 4-H Club Foundation, Inc., an Alabama non-profit corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same for and as the act of Alabama 4-H Club Foundation, Inc.

Given under my hand this the 30th day of JANUARY, 2007.

(NOTARY SEAL)

MY COMMISSION EXPIRES: 1-4-11

Notary Public, State at Large

This instrument prepared by:

James K. Haygood, Jr., Esq.
611 East Glenn Avenue
Auburn, Al 36830