

Note to the Probate Judge: This agreement is being recorded as additional security for the Obligations described in a Mortgage of even date herewith between the Mortgagor and the Lender, which Mortgage is being filed for record concurrently with the recording of this Agreement. There are no outstanding leases as of the date of this assignment.

STATE OF ALABAMA

SHELBY COUNTY

COLLATERAL ASSIGNMENT OF LEASES AND RENTS

Made as of the 6th day of October, 2015 by **TYCO, LLC**, having an address of 1065 Royal Mile, Hoover, AL 35242 (hereinafter referred to as the "Mortgagor"), to **WINSOUTH CREDIT UNION**, having an address of 110 South 26th Street, Gadsden, Alabama 35904 (hereinafter referred to as the "Lender");

RECITALS

A. **MILLENNIUM RISK MANAGERS, LLC**, as "Borrower", has executed and delivered to Lender a certain Promissory Note in the principal amount of \$557,395.00 (hereinafter referred to as the "Note"), secured by a Mortgage executed by **TYCO, LLC** (the "Mortgage") with respect to the real property and improvements of Mortgagor located on the following described property (hereinafter referred to as the "Mortgaged Premises"):


All that certain lot or parcel of land situated in the County of Shelby, State of Alabama, and being more particularly described as follows:

Lot 9, Cahaba Valley Office Park, according to the plat thereof recorded in Map Book 10, Page 80 of the records of the Office of the Judge of Probate of Shelby County, Alabama.

B. As additional security for the Note and the obligations of Borrower and Mortgagor pursuant to the Note and Mortgage (hereinafter referred to as the "obligations"), Mortgagor has executed and delivered to Lender this Collateral Assignment of Leases and Rents.

NOW THEREFORE, in consideration of Lender making the loan evidenced by the Note, Mortgagor does hereby transfer, assign, deliver, and grant a security interest to Lender in all of the right, title, and interest of Mortgagor in and to (1) all leases, subleases, tenancies, and any other agreements, whether written or oral, now or hereafter existing with respect to any portion or portions of the Mortgaged Premises, together with any renewals or extensions thereof or any agreements in substitution therefor (all of which are hereinafter collectively referred to as the ("Assigned Leases")), (2) all rents and other payments of every kind due or payable and to become due or payable to Mortgagor by virtue of the Assigned Leases, or otherwise due or payable and to become due or payable to Mortgagor as the result of any use, possession, or occupancy of any portion or portions of the Mortgaged Premises, and (3) all right, title, and interest of Mortgagor in and to any and all guaranties of the Assigned Leases.

TO HAVE AND TO HOLD the same unto Lender, its successors and assigns, for the purpose of securing (1) payment of the Note together with the interest thereon; (2) payment of all other sums, with


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interest thereon, to become due and payable to Lender hereunder, under the Mortgage, or under any other instrument securing the Note; (3) performance and discharge of each and every obligation, covenant, and agreement of Borrower and/or Mortgagor contained herein, or in the Note, Mortgage, or other obligation of Borrower and/or Mortgagor to Lender; and (4) payment of any other obligation of Borrower and/or Mortgagor to Lender now or hereafter existing, said obligations being hereinafter collectively referred to as "the Obligations."

This instrument is delivered and accepted upon the following terms and conditions:

1. Mortgagor's License to Operate if no Default. So long as Borrower is not in default in the performance of the Obligations (hereinafter referred to as an "Event of Default"), Mortgagor shall have a license to manage and operate the Mortgaged Premises and to collect, receive, and apply for its own account all rents, issues, and profits accruing by virtue of the Assigned Lease, and to execute and deliver proper receipts and acquittances therefor.

2. Lender's Rights in Event of Default.

2. 1. Immediately upon the occurrence of any Event of Default, the license shall cease and determine, and in such event, in addition to any other remedies of Lender, upon notice from Lender to each lessee of an Assigned Lease, all rentals thereafter payable to Mortgagor shall be paid to Lender.

2.2. The Mortgagor does hereby constitute and appoint Lender, irrevocably, with full power of substitution and revocation, its true and lawful attorney, for it and in its name, place, and stead, to do and perform any or all of the actions which Mortgagor is entitled to perform in connection with the Assigned Leases, as fully, to all intents and purposes, as it could do if personally present, hereby ratifying and confirming all that its said attorney or its substitute shall lawfully do or cause to be done by virtue hereof. Any action, or failure or refusal to act, by Lender under this subparagraph shall be at its election and without any liability on its part.

2.3. The Lender shall apply to the note the amount of rents, issues, and profits received by it from the Mortgaged Premises, in the following order of priority: (i) to the payment of all proper costs and charges (including any liability, loss, expense, or damage hereinafter referred to in §4.1 hereof); (ii) to the payment of all accrued but unpaid interest due under the Note; (iii) to the payment of principal under the Note to be applied to principal installments in the inverse order of maturity; (iv) to the payment of any other amounts owed to Lender and secured by the Mortgage; and (v) to Mortgagor or such persons legally entitled thereto.

2.4. The Lender shall be accountable to Mortgagor only for monies actually received by Lender and the acceptance of this assignment shall not constitute a satisfaction of any of the Obligations, except to the extent of amounts actually received and applied by Lender on account of the same.

2.5. The rights and powers of Lender hereunder shall continue and remain in full force and effect until all amounts secured hereby are paid in full.

3. Covenants of Mortgagor. The Mortgagor, for itself and for its successors and assigns, agrees and warrants as follows:

3. 1. That each of the Assigned Leases now or hereafter in effect is and shall be a valid and subsisting lease and that there are no defaults on the part of any of the parties thereto;



3.2. That Mortgagor has not sold, assigned, transferred, mortgaged, or pledged any of the rents, issues, or profits from the Mortgaged Premises or any part thereof, whether now or hereafter to become due, to any person, firm, or corporation other than the Lender;

3.3. That no rents, issues, or profits of the Mortgaged Premises, or any part thereof, becoming due subsequent to the date hereof have been collected other than as specifically provided in the Assigned Leases, nor has payment of any of the same been anticipated, waived, released, discounted, or otherwise discharged or compromised;

3.4. That it will not assign, pledge, or otherwise encumber the Assigned Leases or any of the rents thereunder unless the prior written consent of the Lender shall have been obtained thereto;

3.5. That it will not, without in each case having obtained the prior written consent of Lender thereto, directly or indirectly amend, modify, cancel, terminate, or accept any surrender of the Assigned Leases or any one or more of them;

3.6. That it will not waive or give any consent with respect to any default or variation in the performance of any material term, covenant, or condition on the part of any lessee, sublessee, tenant, or other occupant to be performed under the Assigned Leases, but will at all times take proper steps to enforce all of the provisions and conditions thereof;

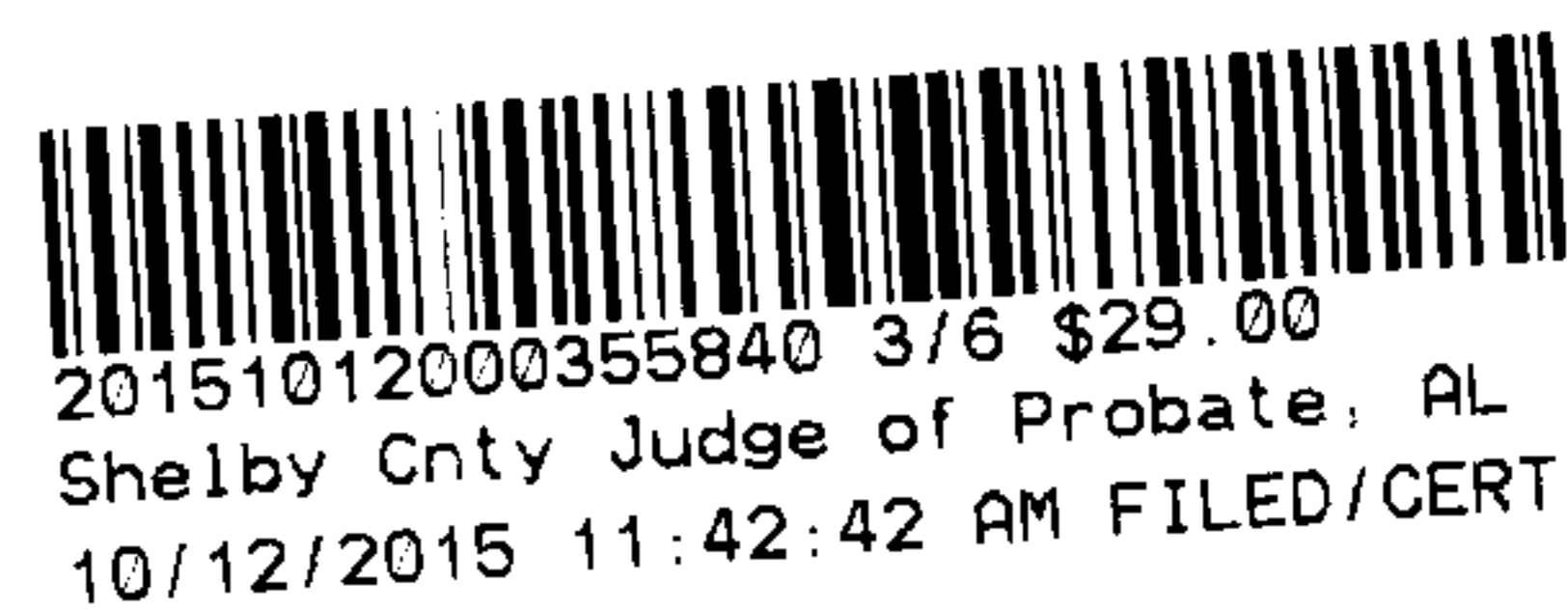
3.7. That it will perform and observe, or cause to be performed and observed, all of the terms, covenants, and conditions on its part to be performed and observed with respect to each of the Assigned Leases;

3.8. That it will, upon written request by the Lender, serve such written notices upon any lessee under any Assigned Lease or any other occupant of any portion of the Mortgaged Premises concerning this assignment, or include among the written provisions of any instrument hereafter creating any such lease, sublease, tenancy, or right of occupancy specific reference to this assignment, and make, execute, and deliver all such powers of attorney, instruments of pledge or assignment, and such other instruments or documents as Lender may reasonably request at any time for the purpose of securing its rights hereunder; and

3.9. That it will furnish to Lender, on demand, true copies of all Assigned Leases hereafter executed and true copies of each document effecting the renewal, amendment or modification of any Assigned Lease.

4. Indemnification

4. 1. Mortgagor hereby agrees to indemnify and hold Lender harmless against and from (a) any and all liability, loss, damage, and expense, including reasonable attorney fees, that it may or shall incur or that may be asserted under or in connection with any of the Assigned Leases, or by reason of any action taken by Lender under any of the Obligations (including without limitation any action that Lender in its discretion may take to protect its interest in the Mortgaged Premises), and (b) any and all claims and demands whatsoever that may be incurred by or asserted against Mortgagor by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants, and conditions contained in any of the Assigned Leases.



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4.2. Should Lender incur any such liability as described in §4.1, the amount thereof, together with interest thereon at the lower of the highest rate permitted by law or five percent (5%) above the rate charged on the Note, shall be payable by Borrower to Lender immediately upon demand, or at the option of Lender, Lender may reimburse itself therefor out of any rents, issues, or profits of the Mortgaged Premises collected by Lender.

4.3. Nothing contained herein shall operate or be construed to obligate Lender to perform any of the terms, covenants, or conditions contained in any Assigned Lease, or to take any measure to enforce collection of any of said rents or other payments, or otherwise to impose any obligation upon Lender with respect to any of said leases, including, but not limited to, any obligation arising out of any covenant of quiet enjoyment therein contained.

4.4. Prior to actual entry into and taking possession of the Mortgaged Premises by Lender, this assignment shall not operate to place upon Lender any responsibility for the operation, control, care, management, or repair of the Mortgaged Premises, and the execution of this assignment by Mortgagor shall constitute conclusive evidence that all responsibility for the operation, control, care, management, and repair of the Mortgaged Premises is and shall be that of Mortgagor prior to such actual entry and taking of possession.

5. Exercise of Remedies. Failure of Lender to avail itself of any of the terms, covenants, and conditions of this assignment for any period of time, or at any time or times, shall not be construed or deemed to be a waiver of any of its rights hereunder. The rights and remedies of Lender under this assignment are cumulative and are not in lieu of but are in addition to any other rights and remedies that Lender shall have under or by virtue of any other of the Obligations. The rights and remedies of Lender hereunder may be exercised from time to time and as often as such exercise is deemed expedient.

6. Termination of this Assignment. Upon payment in full of all the indebtedness secured by the Mortgage, as evidenced by a recorded satisfaction or discharge of the Mortgage, as well as any sums which may be payable hereunder, this assignment shall become and be void and of no effect and, in that event, upon the request of Mortgagor and at its expense, Lender covenants to execute and deliver to Mortgagor instruments effective to evidence the termination of this assignment and/or the reassignment to Mortgagor of the rights, power, and authority granted herein.

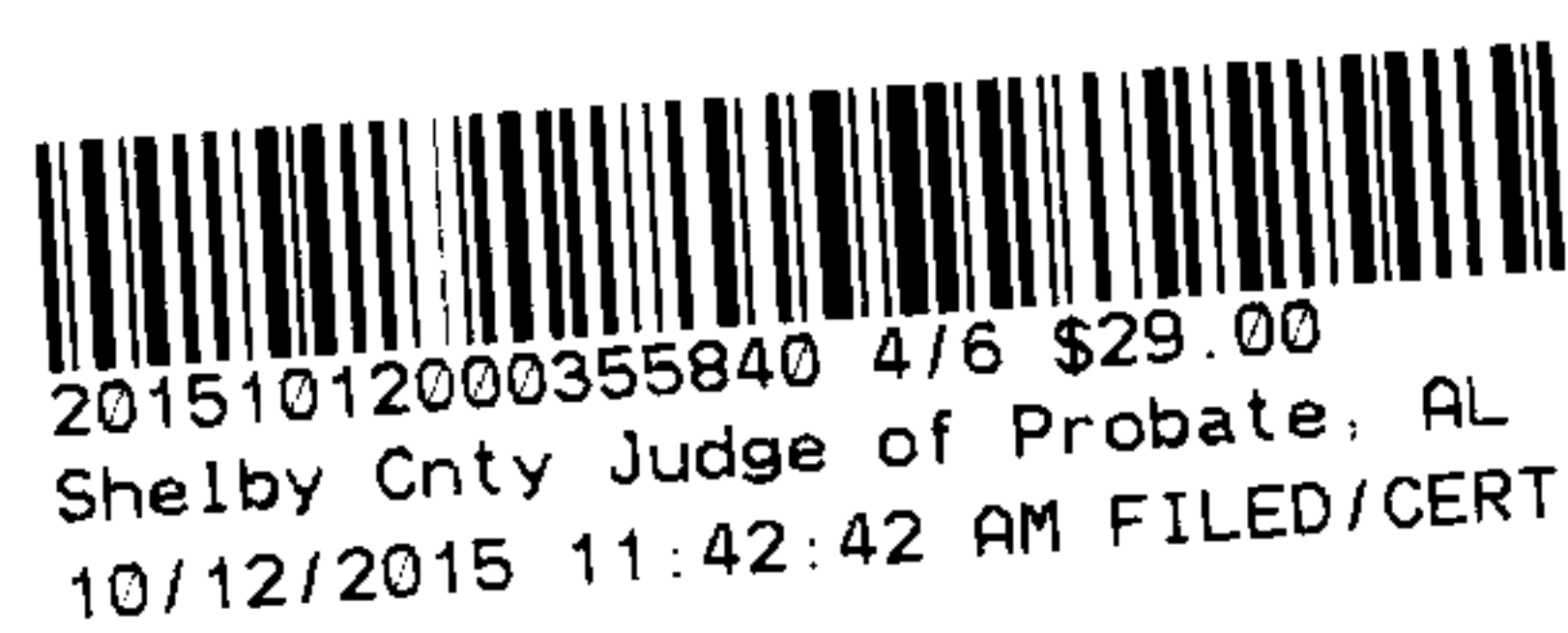
7. Notice. Any notice, demand, request, or other communication given hereunder or in connection herewith (hereinafter "Notices") shall be deemed sufficient if in writing and sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to receive such Notice at its address first set forth above or at such other address as such party may hereafter designate by Notice given in like fashion. Notices shall be deemed given when mailed. Notwithstanding the foregoing, routine communications such as ordinary distribution checks, copies of documents, etc., may be sent by ordinary first class mail.

8. Miscellaneous Provision.

8.1. Whenever the context so requires, reference herein to the neuter shall include the masculine and/or feminine gender, and the singular number shall include the plural.

8.2. This assignment shall be construed and enforced in accordance with and governed by the laws of the State of Alabama.

8.3. No change, amendment, modification, cancellation, or discharge hereof, or of any part hereof,



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shall be valid unless Lender shall have consented thereto in writing.

8.4. In the event there is any conflict between the terms and provisions of the Mortgage and the terms and provisions of this assignment, the terms and provisions of this assignment shall prevail.

8.5. The terms, covenants, and conditions contained herein shall inure to the benefit of, and bind Lender and Borrower and their respective successors and assigns or heirs, executors, administrators, successors, and assigns, as the case may be.

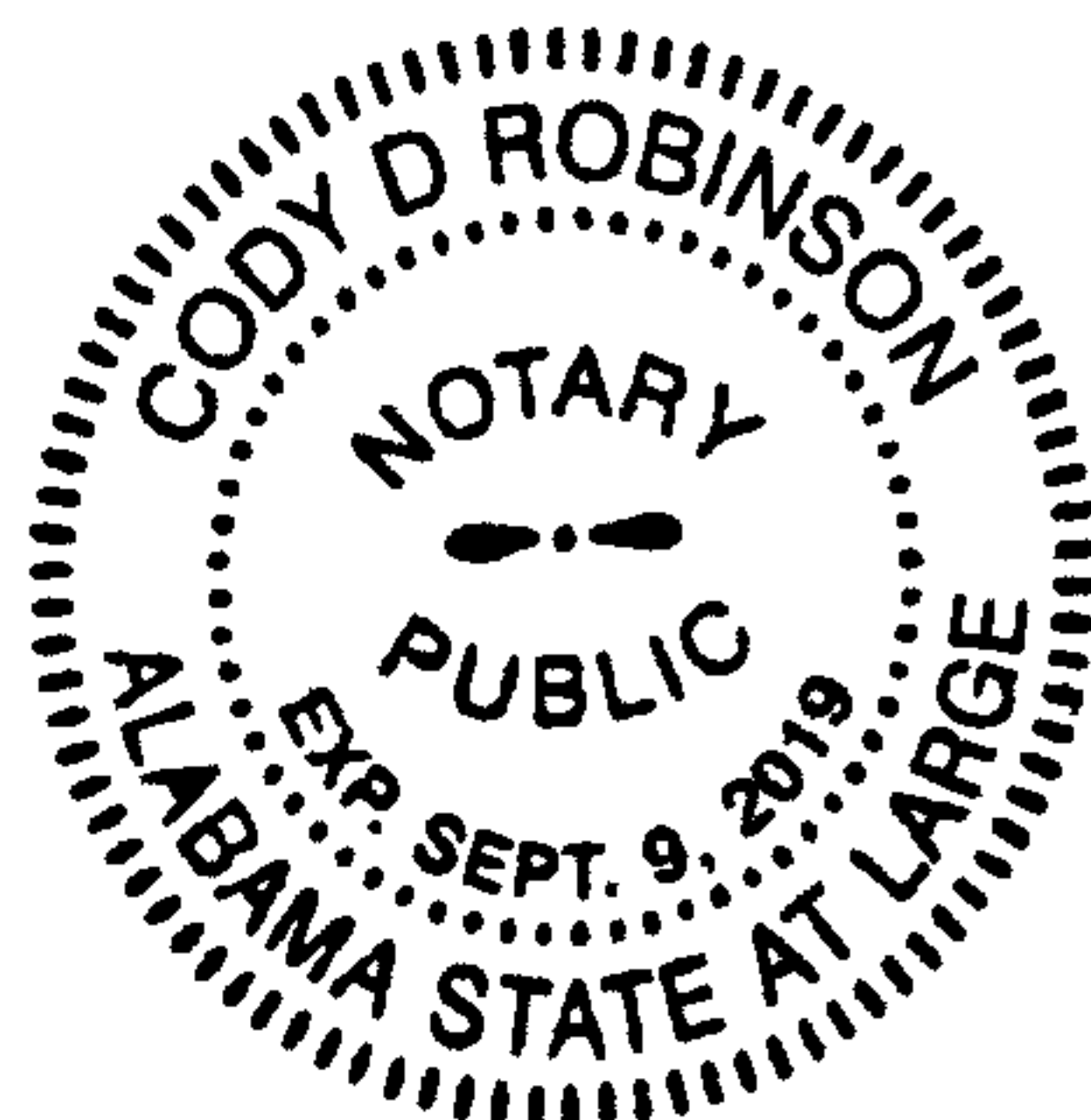
8.6. The captions of this assignment are for convenience and reference only and do not in any way define, limit, or describe the scope or interest of this assignment nor in any way affect this assignment.

8.7. Any controversy or claim arising out of or relating to this Agreement and/or Account shall be settled by binding arbitration. You further agree that any such arbitration shall take place in Jefferson County, Alabama. Judgment upon any award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The arbitrator shall determine the prevailing party, and the costs and expenses of the arbitration proceeding, including the arbitrator's fees, shall be borne by the non-prevailing party, unless otherwise required by law. No provision of this Agreement, nor the exercise of any right under this agreement, shall waive the arbitration requirement or limit the right of the Credit Union to: (1) obtain provisional or ancillary remedies, such as injunctive relief, writ of attachment, or protective order from a court having jurisdiction before, during, or after the pendency of any arbitration, (2) exercise self-help remedies, such as set-off; (3) evict, foreclose against or sell any real or personal property collateral by the exercise of a power of sale under a mortgage or other security agreement or instrument, a deed of trust, or applicable law; (4) exercise any other rights under this agreement upon the breach of any term or condition herein; or, (5) to proceed with collection of the Account through all other legal methods, including, but not limited to, proceeding in court to obtain judgment. Any and all arbitration under this contract will take place on an individual basis; class arbitrations and class actions are not permitted.

YOU FURTHER AGREE THAT YOU ARE WAIVING THE RIGHT TO TRIAL BY JURY AND TO PARTICIPATE IN A CLASS ACTION.

IN WITNESS WHEREOF, Mortgagor executed these presents on the day and year first above written.

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Shelby Cnty Judge of Probate, AL
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TYCO, LLC

By 4Y, Inc., its' Member

By 
Terry E. Young, President

TYCO, LLC

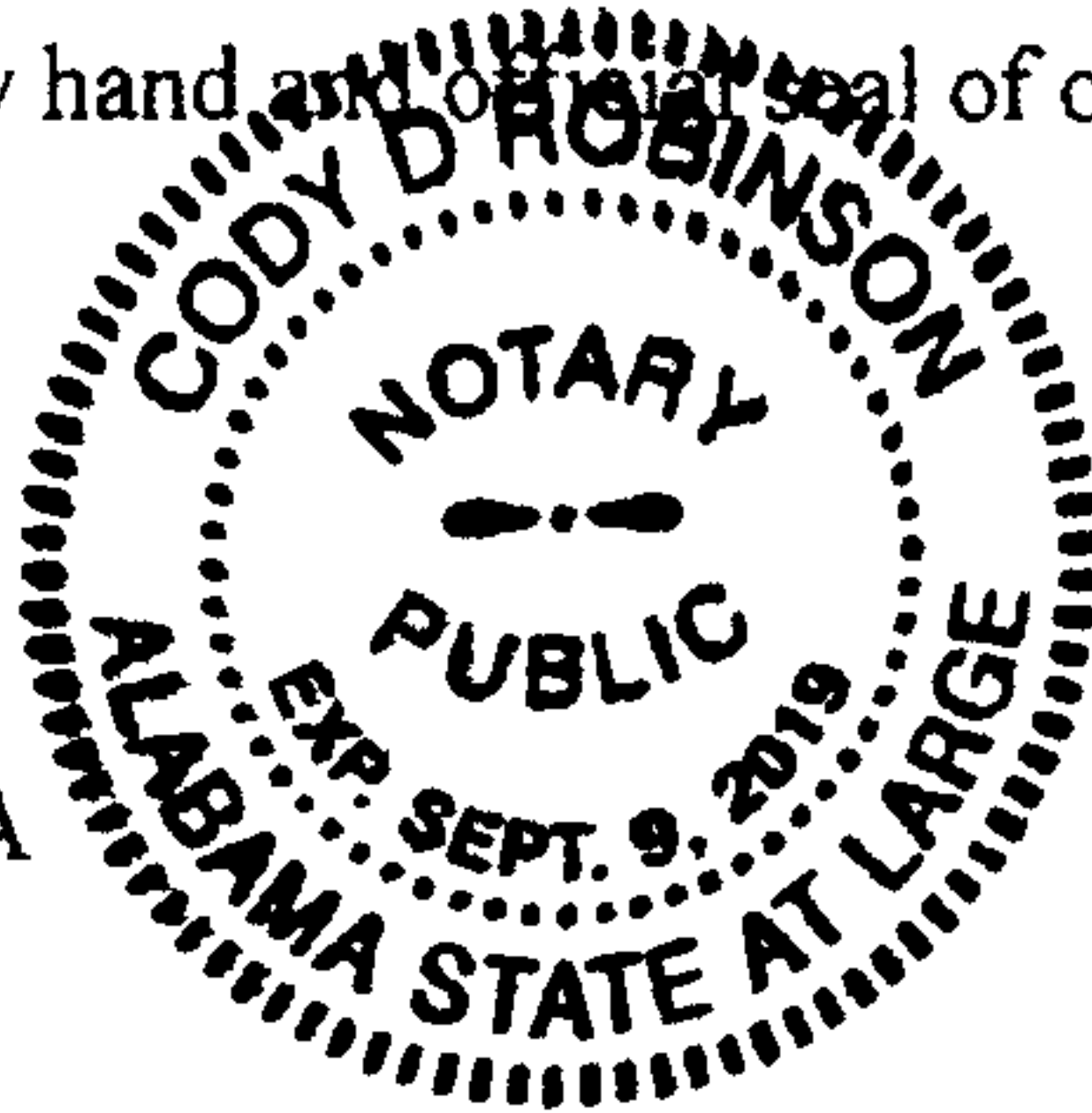
By 
Thomas R. Roper, its' Member

STATE OF ALABAMA

ETOWAH COUNTY

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Terry E. Young, as President of 4Y, Inc., a Member of TYCO, LLC, 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, as such officer and with full authority, executed the same voluntarily for and as an act of said LLC on the day the same bears date.

Given under my hand and official seal of office this the 6th day of October, 2015.



Cody D. Robinson
Notary Public

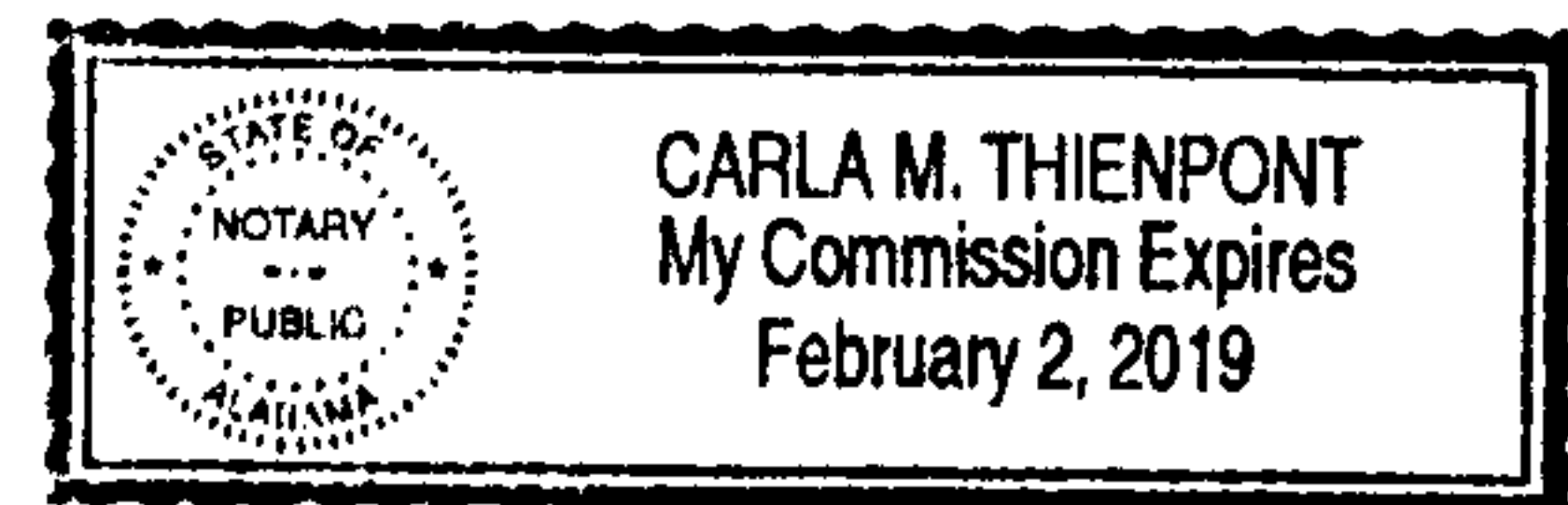
STATE OF ALABAMA

at large COUNTY

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Thomas R. Roper, a Member of TYCO, LLC, 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, as such officer and with full authority, executed the same voluntarily for and as an act of said LLC on the day the same bears date.

Given under my hand and official seal of office this the 6th day of October, 2015.

Carla M. Thienpont
Notary Public



THIS INSTRUMENT PREPARED BY:
BRUNSON, ROBINSON & HUFFSTUTLER ATTORNEYS, P.A.
301 Broad Street
Gadsden, AL 35901
For WINSOUTH CREDIT UNION
110 South 26th Street
Gadsden, Alabama 35904

NOTE TO CLERK OF COURT: Mortgagee certifies that if at any point this mortgagee is assigned to a non-tax exempt holder that such Holder will comply with Alabama Code §40-22-2(5)(2075).

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