

**This Instrument Prepared by:**

Matthew D. Evans, Esq.  
Marks & Associates, P.C.  
400 Century Park South, Suite 100  
Birmingham, Alabama 35202


**ASSIGNMENT OF RENTS AND LEASES**

**THIS ASSIGNMENT OF RENTS AND LEASES** (the "Assignment") is made as of March 8, 2017, by **BIG BRASS PROPERTIES, INC.**, an Alabama corporation, whose address is 100 Canyon Park Circle, Suite C, Pelham, Alabama 35124, Attention: Mr. Christopher B. Smiley (the "Borrower"), in favor of **SERVISFIRST BANK**, a banking corporation organized under the laws of the State of Alabama, whose address is c/o ServisFirst Bank, 850 Shades Creek Parkway, Suite 200, Birmingham, Alabama 35209, Attention: Mr. Cameron Bishop (the "Bank"). Any capitalized term used herein but not defined shall have the meaning ascribed to such term in that certain Credit Agreement of even date herewith between Borrower and Bank (as amended from time to time, the "Credit Agreement").

**FOR VALUE RECEIVED**, Borrower hereby sells, assigns, transfers and sets over unto Bank, its successors and assigns, all leases presently existing or hereafter made, whether written or verbal, or any letting of, or agreement for the use or occupancy of, any part of the Mortgaged Property described in Schedule "A-1" attached hereto, and the improvements located or to be located thereon, and each modification, extension, renewal and guarantee thereof (collectively, the "Assigned Leases"), including, without limitation, all the rents, issues, and profits now due and which may hereafter become due (collectively, the "Rents") under or by virtue of the Assigned Leases, together with all claims and rights to the payment of money at any time arising in connection with any rejection or breach of any of the Assigned Leases under Bankruptcy Law, including, without limitation, all rights to recover damages arising out of such breach or rejection, all rights to charges payable by a tenant or trustee in respect of the leased premises following the entry of an order for relief under the Bankruptcy Law in respect of a tenant and all rentals and charges outstanding under the Assigned Lease as of the date of entry of such order for relief.

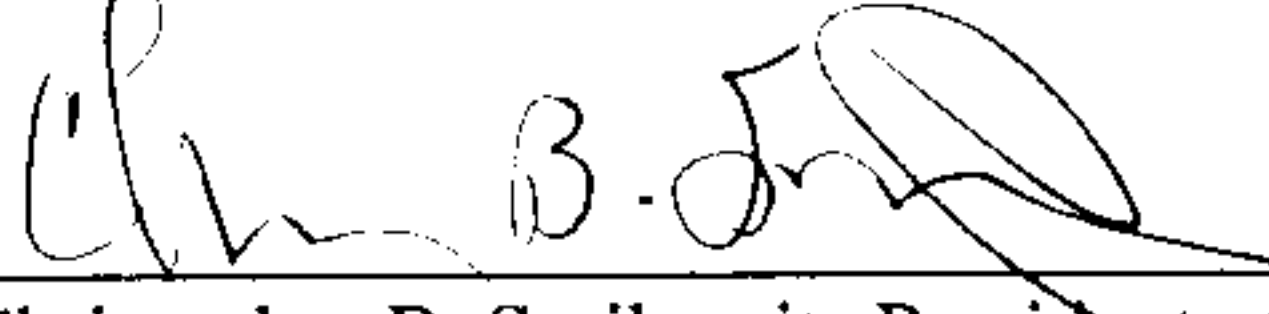
This Assignment shall be binding upon Borrower, its successors and assigns and shall inure to the benefit of Bank, its successors and assigns and any holder of the Note.

\* \* \* \* \*

  
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Shelby Cnty Judge of Probate, AL  
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IN WITNESS WHEREOF, this Assignment has been duly executed as of the day and year first above written.

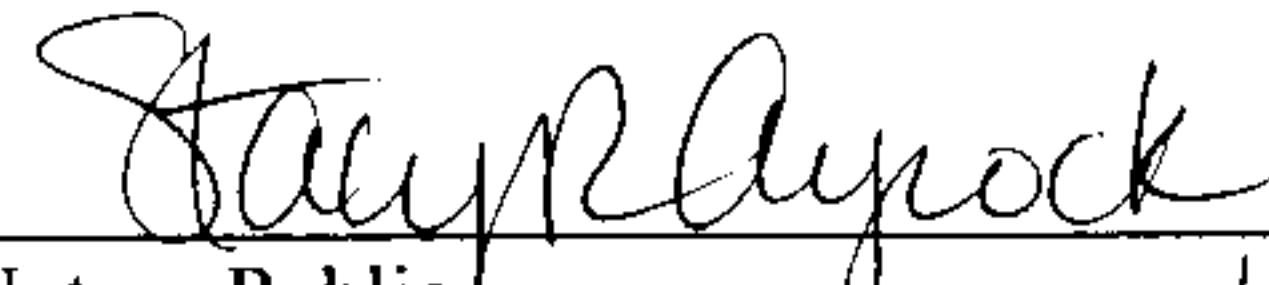
**BIG BRASS PROPERTIES, INC.,**  
an Alabama corporation

  
\_\_\_\_\_  
Christopher B. Smiley, its President

STATE OF ALABAMA §

COUNTY OF JEFFERSON §

I, the undersigned notary public in and for said County in said State, hereby certify that Christopher B. Smiley whose name as President of BIG BRASS PROPERTIES, INC., an Alabama 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 President and with full authority, executed the same voluntarily for and as the act of said corporation. Given under my hand and official seal, this the eighth (8<sup>th</sup>) day of March 2017.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 03/27/19

[SEAL]



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**SCHEDULE "A-1"**  
**TO ASSIGNMENT OF RENTS AND LEASES**  
**(DESCRIPTION OF MORTGAGED PROPERTY, LAND & IMPROVEMENTS)**

All of Borrower's right, title and interest of whatever kind, nature and description, whether now owned or hereafter acquired, and wherever located (the "Borrower's Interest") in and to all of the following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, whether now owned or hereafter acquired, and including replacements and additions thereto (herein referred to collectively as the "Mortgaged Property"):

(a) All those certain tracts, pieces or parcels of land, and interests in land, located in Shelby County, Alabama, more particularly described in Exhibit A attached hereto and by this reference made a part hereof (the "Land");

(b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by Borrower and located in, on or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Mortgaged Property, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the "Improvements");

(c) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Mortgaged Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Borrower;

(d) All rents, issues, profits, revenues and proceeds from any sale or other disposition of the Mortgaged Property, or any part thereof, from time to time accruing (including without limitation all payments under leases, ground leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits and escrow funds), and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Borrower of, in and to the same; and

(e) All of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Borrower of, in and to any of the foregoing.

**EXHIBIT "A"**  
**(DESCRIPTION OF LAND)**

Lot 3B2, according to the Final Plat Resurvey of Lot 3B, Pelham Town Center, as recorded in Map Book 47, page 57, in the Probate Office of Shelby County, Alabama.



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