

*27.55 of subject property lies in St. Clair County, Alabama. 72.45% of subject property lies in Shelby County, Alabama

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This instrument was prepared by THOMAS W. RUSSELL, EvaBank, 1710 Cherokee Ave. SW, Cullman, AL 35055

ASSIGNMENT OF LEASES AND RENTS

Absolute Assignment

DATE AND PARTIES. The date of this Assignment of Leases and Rents (Assignment) is December 27, 2018. The parties and their addresses are:

ASSIGNOR:

GIDDIE, INC.

A Wyoming Corporation
3491 HELENA ROAD
HELENA, AL 35080

LENDER:

EVABANK

Organized and existing under the laws of Alabama
2915 Clairmont Ave.
Birmingham, AL 35205

1. DEFINITIONS. For the purposes of this document, the following term has the following meaning.

A. Loan. "Loan" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction.

2. SECURED DEBTS AND FUTURE ADVANCES. The term "Secured Debts" includes and this Assignment will secure each of the following:

A. Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, dated December 27, 2018, from Assignor to Lender, with a loan amount of \$2,103,600.00 and maturing on January 5, 2044.

B. Future Advances. All future advances from Lender to Assignor under the Specific Debts executed by Assignor in favor of Lender after this Assignment. If more than one person signs this Assignment, each agrees that this Assignment will secure all future advances that are given to Assignor either individually or with others who may not sign this Assignment. All future advances are secured by this Assignment even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Assignment. Nothing

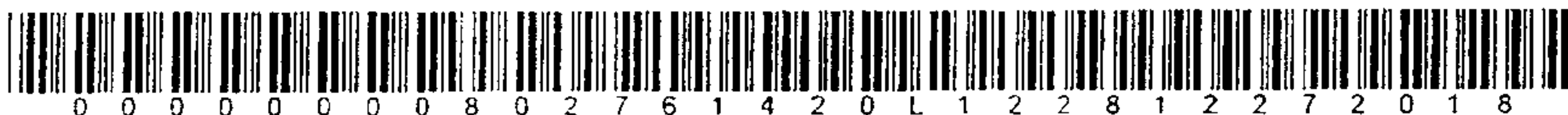
GIDDIE, INC.

Alabama Assignment of Leases and Rents
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Initials

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in this Assignment shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing.

C. Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Assignment.

3. LIMITATIONS ON CROSS-COLLATERALIZATION. The cross-collateralization clause on any existing or future loan, but not including this Loan, is void and ineffective as to this Loan, including any extension or refinancing.

The Loan is not secured by a previously executed security instrument if a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. The Loan is not secured by a previously executed security instrument if Lender fails to fulfill any necessary requirements or fails to conform to any limitations of the Real Estate Settlement Procedures Act, (Regulation X), that are required for loans secured by the Property or if, as a result, the other debt would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.

The Loan is not secured by a previously executed security instrument if Lender fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act, (Regulation Z), that are required for loans secured by the Property.

4. ASSIGNMENT OF LEASES AND RENTS. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Assignor's performance under this Assignment, Assignor does hereby absolutely, unconditionally, irrevocably and immediately assign, grant, bargain, convey and mortgage to Lender all the right, title and interest in the following (Property).

A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to any extensions, renewals, modifications or replacements (Leases).

B. Rents, issues and profits, including but not limited to security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Assignor may have regarding the Property (Rents).

C. The term Property as used in this Assignment shall include the following described real property:

REFER TO EXHIBIT A WHICH IS ATTACHED HERETO AND MADE A PART HEREOF

The property is located at SEE ATTACHED EXHIBIT A, State of Alabama .

This agreement is an absolute assignment and not an assignment for additional security. In the event any item listed as Leases or Rents is determined to be personal property; this Assignment will also be regarded as a security agreement.

5. PAYMENTS. Assignor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Assignment.

6. COLLECTION OF RENTS. Lender grants Assignor a revocable license to collect, receive, enjoy and use the Rents as long as Assignor is not in default. Assignor's default automatically and immediately revokes this license. Assignor will not collect in advance any Rents due in future lease periods, unless Assignor first obtains Lender's written consent. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting, valuating, appraising and preserving the Property, and other necessary expenses.

Upon default, Assignor will receive any Rents in trust for Lender and Assignor will not commingle the Rents with any other funds. When Lender so directs, Assignor will endorse and deliver any payments of Rents from the Property to Lender.

Assignor agrees that Lender will not be considered to be a mortgagee-in-possession by executing this Assignment or by collecting or receiving payments on the Secured Debts, but only may become a mortgagee-in-possession after Assignor's license to collect, receive, enjoy and use the Rents is revoked by Lender or automatically revoked on Assignor's default, and Lender takes actual possession of the Property. Consequently, until Lender takes

actual possession of the Property, Lender is not obligated to perform or discharge any obligation of Assignor under the Leases, appear in or defend any action or proceeding relating to the Rents, the Leases or the Property, or be liable in any way for any injury or damage to any person or property sustained in or about the Property.

Assignor agrees that this Assignment is immediately effective between Assignor and Lender and effective as to third parties on the recording of this Assignment.

This assignment is enforceable when Lender takes an affirmative action as prescribed by the law of the state where the Property is located.

This Assignment will remain effective during any statutory redemption period until the Secured Debts are satisfied.

7. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after the occurrence of an Event of Default, to the extent permitted by law, Assignor agrees to pay all expenses of collection, enforcement, valuation, appraisal or protection of Lender's rights and remedies under this Assignment or any other document relating to the Secured Debts. Assignor agrees to pay expenses for Lender to inspect, value, appraise and preserve the Property and for any recordation costs of releasing the Property from this Assignment. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Secured Debts. In addition, to the extent permitted by the United States Bankruptcy Code, Assignor agrees to pay the reasonable attorneys' fees incurred by Lender to protect Lender's rights and interests in connection with any bankruptcy proceedings initiated by or against Assignor.

8. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Assignor represents, warrants and agrees that:

A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.

B. Except as previously disclosed and acknowledged in writing to Lender, Assignor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.

C. Assignor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Assignor will take all necessary remedial action in accordance with Environmental Law.

D. Except as previously disclosed and acknowledged in writing to Lender, Assignor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Assignor or any tenant of any Environmental Law. Assignor will immediately notify Lender in writing as soon as Assignor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.

E. Except as previously disclosed and acknowledged in writing to Lender, Assignor and every tenant have been, are and will remain in full compliance with any applicable Environmental Law.

F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.



G. Assignor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.

H. Assignor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Assignor and any tenant are in compliance with applicable Environmental Law.

I. Upon Lender's request and at any time, Assignor agrees, at Assignor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.

J. Lender has the right, but not the obligation, to perform any of Assignor's obligations under this section at Assignor's expense.

K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Assignor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Assignment and in return Assignor will provide Lender with collateral of at least equal value to the Property without prejudice to any of Lender's rights under this Assignment.

L. Notwithstanding any of the language contained in this Assignment to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Assignment regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

9. CONDEMNATION. Assignor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Assignor authorizes Lender to intervene in Assignor's name in any of the above described actions or claims. Assignor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Assignment. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

10. APPOINTMENT OF A RECEIVER. On or after an Assignor's default, Assignor agrees to Lender making an application to the court for an appointment of a receiver for the benefit of Lender to take possession of the Property and the Leases, with the power to receive, collect and apply the Rents. Any Rents collected will be applied as the court authorizes to pay taxes, to provide insurance, to make repairs and to pay costs or any other expenses relating to the Property, the Leases and Rents, and any remaining sums shall be applied to the Secured Debts. Assignor agrees that this appointment of a receiver may be without giving bond, without reference to the then-existing value of the Property, and without regard to the insolvency of any person liable for any of the Secured Debts.

11. DUE ON SALE OR ENCUMBRANCE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable.

12. TRANSFER OF AN INTEREST IN THE ASSIGNOR. If Assignor is an entity other than a natural person (such as a corporation, partnership, limited liability company or other organization), Lender may demand immediate payment if:

A. A beneficial interest in Assignor is sold or transferred.

B. There is a change in either the identity or number of members of a partnership or similar entity.



C. There is a change in ownership of more than 25 percent of the voting stock of a corporation, partnership, limited liability company or similar entity.

However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Assignment.

13. WARRANTIES AND REPRESENTATIONS. Assignor makes to Lender the following warranties and representations which will continue as long as this Assignment is in effect:

A. Power. Assignor is duly organized, and validly existing and in good standing in all jurisdictions in which Assignor operates. Assignor has the power and authority to enter into this transaction and to carry on Assignor's business or activity as it is now being conducted and, as applicable, is qualified to do so in each jurisdiction in which Assignor operates.

B. Authority. The execution, delivery and performance of this Assignment and the obligation evidenced by this Assignment are within Assignor's powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which Assignor is a party or to which Assignor is or any of Assignor's property is subject.

C. Name and Place of Business. Other than previously disclosed in writing to Lender, Assignor has not changed Assignor's name or principal place of business within the last 10 years and has not used any other trade or fictitious name. Without Lender's prior written consent, Assignor does not and will not use any other name and will preserve Assignor's existing name, trade names and franchises.

D. Title. Assignor has good title to the Leases, Rents and Property and the right to absolutely, unconditionally, irrevocably and immediately assign, grant, bargain, convey and mortgage to Lender the Leases and Rents, and no other person has any right in the Leases and Rents.

E. Recordation. Assignor has recorded the Leases as required by law or as otherwise prudent for the type and use of the Property.

F. Default. No default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Assignor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Assignor or any party to the Lease defaults or fails to observe any applicable law, Assignor will promptly notify Lender.

G. Lease Modification. Assignor has not sublet, modified, extended, canceled, or otherwise altered the Leases, or accepted the surrender of the Property covered by the Leases (unless the Leases so require).

H. Encumbrance. Assignor has not assigned, compromised, subordinated or encumbered the Leases and Rents.

14. COVENANTS. Assignor agrees to the following covenants:

A. Rent Abatement and Insurance. When any Lease provides for an abatement of Rents due to fire, flood or other casualty, Assignor will insure against this risk of loss with a policy satisfactory to Lender. Assignor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld.

B. Copies of Leases. Assignor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed.

C. Right To Rents. Immediately after the execution of this Assignment, Assignor will notify all current and future tenants and others obligated under the Leases of Lender's rights to the Leases and Rents, and will request that they immediately pay all future Rents directly to Lender when Assignor or Lender asks them to do so.

D. Accounting. When Lender requests, Assignor will provide to Lender an accounting of Rents, prepared in a form acceptable to Lender, subject to generally accepted accounting principles and certified by Assignor or Assignor's accountant to be current, accurate and complete as of the date requested by Lender.

E. Lease Modification. Assignor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's written consent.

F. Encumbrance. Assignor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent.

G. Future Leases. Assignor will not enter into any future Leases without prior written consent from Lender. Assignor will execute and deliver such further assurances and assignments as to these future Leases as Lender requires from time to time.

H. Personal Property. Assignor will not sell or remove any personal property on the Property, unless Assignor replaces this personal property with like kind for the same or better value.

I. Prosecution and Defense of Claims. Assignor will appear in and prosecute its claims or defend its title to the Leases and Rents against any claims that would impair Assignor's interest under this Assignment and, on Lender's request, Assignor will also appear in any action or proceeding on behalf of Lender. Assignor agrees to assign to Lender, as requested by Lender, any right, claims or defenses which Assignor may have against parties who supply labor or materials to improve or maintain the leaseholds subject to the Leases and/or the Property.

J. Liability and Indemnification. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses or damages due to Lender's gross negligence or intentional torts. Otherwise, Assignor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

K. Leasehold Estate. Assignor will not cause or permit the leasehold estate under the Leases to merge with Assignor's reversionary interest, and agrees that the Leases shall remain in full force and effect regardless of any merger of the Assignor's interests and of any merger of the interests of Assignor and any party obligated under the Leases.

L. Insolvency. Lender will be the creditor of each tenant and of anyone else obligated under the Leases who is subject to an assignment for the benefit of creditors, an insolvency, a dissolution or a receivership proceeding, or a bankruptcy.

M. Use of Property and Related Indemnification. Assignor shall not use or occupy the Property in any manner that would constitute a violation of any state and/or federal laws involving controlled substances, even in a jurisdiction that allows such use by state or local law or ordinance. In the event that Assignor becomes aware of such a violation, Assignor shall take all actions allowed by law to terminate the violating activity.

In addition to all other indemnifications, obligations, rights and remedies contained herein, if Lender and/or its respective directors, officers, employees, agents and attorneys (each an "Indemnitee") is made a party defendant to any litigation or any claim is threatened or brought against such Indemnitee concerning this Assignment or the related Property or any part thereof or therein or concerning the construction, maintenance, operation or the occupancy or use of such Property, then Assignor shall (to the extent permitted by applicable law) indemnify, defend and hold each Indemnitee harmless from and against all liability by reason of said litigation or claims, including attorneys' fees and expenses incurred by such Indemnitee in connection with any such litigation or claim, whether or not any such litigation or claim is prosecuted to judgment. To the extent permitted by applicable law, the within indemnification shall survive payment of the Secured Debt, and/or any termination, release or discharge executed by Lender in favor of Assignor.

Violation of this provision is a material breach of this Assignment and thereby constitutes a default under the terms and provisions of this Assignment.

15. DEFAULT. Assignor will be in default if any of the following events (known separately and collectively as an Event of Default) occur:

A. Payments. Assignor fails to make a payment in full when due.

B. Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or



against Assignor, Borrower, or any co-signer, endorser, surety or guarantor of this Assignment or any other obligations Borrower has with Lender.

C. Business Termination. Assignor merges, dissolves, reorganizes, ends its business or existence, or a partner or majority owner dies or is declared legally incompetent.

D. Failure to Perform. Assignor fails to perform any condition or to keep any promise or covenant of this Assignment.

E. Other Documents. A default occurs under the terms of any other document relating to the Secured Debts.

F. Other Agreements. Assignor is in default on any other debt or agreement Assignor has with Lender.

G. Misrepresentation. Assignor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

H. Judgment. Assignor fails to satisfy or appeal any judgment against Assignor.

I. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

J. Name Change. Assignor changes Assignor's name or assumes an additional name without notifying Lender before making such a change.

K. Property Transfer. Assignor transfers all or a substantial part of Assignor's money or property. This condition of default, as it relates to the transfer of the Property, is subject to the restrictions contained in the DUE ON SALE section.

L. Property Value. Lender determines in good faith that the value of the Property has declined or is impaired.

M. Material Change. Without first notifying Lender, there is a material change in Assignor's business, including ownership, management, and financial conditions.

N. Insecurity. Lender determines in good faith that a material adverse change has occurred in Assignor's financial condition from the conditions set forth in Assignor's most recent financial statement before the date of this Assignment or that the prospect for payment or performance of the Secured Debts is impaired for any reason.

16. REMEDIES. After Assignor defaults, Lender may at Lender's option do any one or more of the following.

A. Acceleration. Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due.

B. Additional Security. Lender may demand additional security or additional parties to be obligated to pay the Secured Debts.

C. Sources. Lender may use any and all remedies Lender has under Alabama or federal law or in any document relating to the Secured Debts.

D. Insurance Benefits. Lender may make a claim for any and all insurance benefits or refunds that may be available on Assignor's default.

E. Payments Made On Assignor's Behalf. Amounts advanced on Assignor's behalf will be immediately due and may be added to the Secured Debts.

F. Rents. Lender may terminate Assignor's right to collect Rents and directly collect and retain Rents in Lender's name without taking possession of the Property and to demand, collect, receive, and sue for the Rents, giving proper receipts and releases. In addition, after deducting all reasonable expenses of collection from any collected and retained Rents, Lender may apply the balance as provided for by the Secured Debts.

G. Entry. Lender may enter, take possession, manage and operate all or any part of the Property; make, modify, enforce or cancel or accept the surrender of any Leases; obtain or evict any tenants or licensees; increase or reduce Rents; decorate, clean and make repairs or do any other act or incur any other cost Lender deems proper to protect the Property as fully as Assignor could do. Any funds collected from the operation of the Property may be applied in such order as Lender may deem proper, including, but not limited to, payment of the following: operating expenses, management, brokerage, attorneys' and accountants' fees, the Secured Debts, and toward the maintenance of reserves for repair or replacement. Lender may take such action without regard to the adequacy of the security, with or without any action or proceeding, through any person or agent, or receiver to be appointed by a court, and irrespective of Assignor's possession.



The collection and application of the Rents or the entry upon and taking possession of the Property as set out in this section shall not cure or waive any notice of default under the Secured Debts, this Assignment, or invalidate any act pursuant to such notice. The enforcement of such remedy by Lender, once exercised, shall continue for so long as Lender shall elect, notwithstanding that such collection and application of Rents may have cured the original default.

H. Waiver. Except as otherwise required by law, by choosing any one or more of these remedies Lender does not give up any other remedy. Lender does not waive a default if Lender chooses not to use a remedy. By electing not to use any remedy, Lender does not waive Lender's right to later consider the event a default and to use any remedies if the default continues or occurs again.

17. TERM. This Assignment will remain in full force and effect until the Secured Debts are paid or otherwise discharged and Lender is no longer obligated to advance funds under any loan or credit agreement which is a part of the Secured Debts. If any or all payments of the Secured Debts are subsequently invalidated, declared void or voidable, or set aside and are required to be repaid to a trustee, custodian, receiver or any other party under any bankruptcy act or other state or federal law, then the Secured Debts will be revived and will continue in full force and effect as if this payment had not been made.

18. WAIVERS. Except to the extent prohibited by law, Assignor waives all appraisal rights relating to the Property.

19. FIXTURE FILING. Assignor gives to Lender a security interest in all goods that Assignor owns now or in the future and that are or will become fixtures related to the Property. This Assignment constitutes a financing statement and is to be recorded in the real estate records.

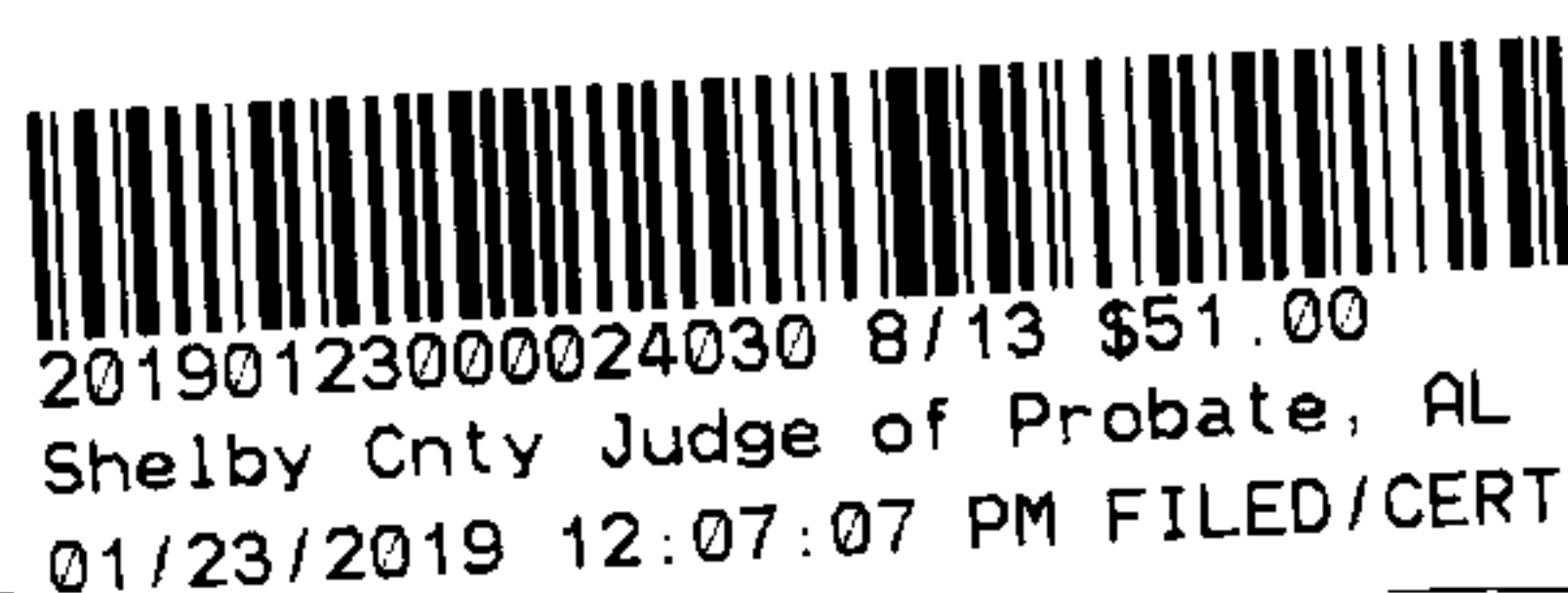
20. APPLICABLE LAW. This Assignment is governed by the laws of Alabama, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

21. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. Each Assignor's obligations under this Assignment are independent of the obligations of any other Assignor. Lender may sue each Assignor individually or together with any other Assignor. Lender may release any part of the Property and Assignor will still be obligated under this Assignment for the remaining Property. Assignor agrees that Lender and any party to this Assignment may extend, modify or make any change in the terms of this Assignment or any evidence of debt without Assignor's consent. Such a change will not release Assignor from the terms of this Assignment. Lender may assign all or part of Lender's rights under this Assignment without Assignor's consent. If Lender assigns this Assignment, all of Assignor's covenants, agreements, representations and warranties contained in this Assignment will benefit Lender's successors and assigns. The duties of this Assignment will bind the successors and assigns of Assignor.

22. AMENDMENT, INTEGRATION AND SEVERABILITY. This Assignment may not be amended or modified by oral agreement. No amendment or modification of this Assignment is effective unless made in writing. This Assignment and any other documents relating to the Secured Debts are the complete and final expression of the agreement. If any provision of this Assignment is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

23. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Assignment.

24. NOTICE, ADDITIONAL DOCUMENTS AND RECORDING FEES. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Assignor will be deemed to be notice to all Assignors. Assignor will inform Lender in writing of any change in Assignor's name, address or other application information. Assignor will provide Lender any other, correct and complete information Lender requests to effectively mortgage or convey the Property. Assignor agrees to pay all expenses, charges and taxes in connection with the preparation and recording of this Assignment. Assignor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Assignor's obligations under this Assignment and to confirm Lender's lien status on any Property, and Assignor



agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.

SIGNATURES. By signing under seal, Assignor agrees to the terms and covenants contained in this Assignment. Assignor also acknowledges receipt of a copy of this Assignment.

ASSIGNOR:

GIDDIE, INC.

By Joseph Habshey (Seal)
JOSEPH HABSHEY, President

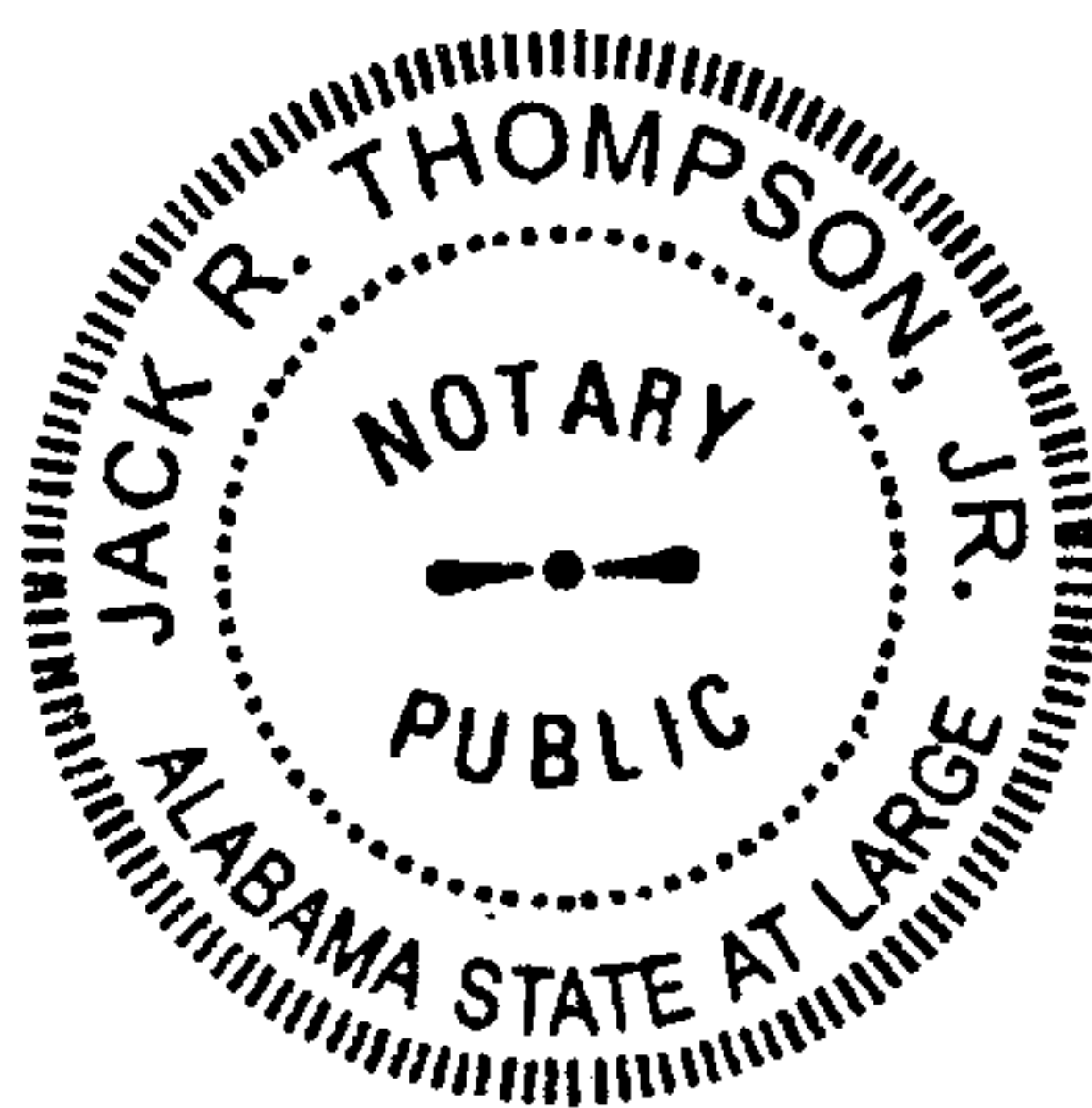
ACKNOWLEDGMENT.

State OF Alabama, County of Jefferson ss.

I, JACK R. THOMPSON JR., a notary public, in and for said County in said State, hereby certify that JOSEPH HABSHEY, whose name(s) as President of the GIDDIE, INC. a corporation, is/are 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/she/they, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation. Given under my hand this the 27 day of December, 2018.

My commission expires: 10/31/2020

[Signature]
(Notary Public)



20190123000024030 9/13 \$51.00
Shelby Cnty Judge of Probate, AL
01/23/2019 12:07:07 PM FILED/CERT

Exhibit A

PARCEL 1: (SHELBY COUNTY PROPERTY) Tax ID #13-5-15-2-002-039.001

OLD DEPOT:

Commence at the SW corner of Lot 1 of Old Town Helena as recorded in Map Book 22, Page 26, in Shelby County, Alabama; thence North 3 degrees 18 minutes 44 seconds West along the Westerly boundary line of Lots 1-8 of said Old Town Helena, a distance of 227.17 feet; thence South 86 degrees 41 minutes 16 seconds West a distance of 12 feet to a point, said point being the SW corner of Lot 9 of said Old Town Helena; thence South 69 degrees 33 minutes 59 seconds West a distance of 278.32 feet to the Point of Beginning; thence South 5 degrees 40 minutes 17 seconds West and run a distance of 99.29 feet to the North right of way of Lake Davidson Lane (50 foot ROW); thence North 84 degrees 19 minutes 43 seconds West and along said right of way, run a distance of 90.0 feet; thence North 5 degrees 40 minutes 17 seconds East and leaving said right of way, run a distance of 99.29 feet; thence South 84 degrees 19 minutes 43 seconds East and run a distance of 90.00 feet to the Point of Beginning.

NEW DEPOT:

Commence at the SW corner of Lot 1 of Old Town Helena as recorded in Map Book 22, Page 26, in Shelby County, Alabama; thence North 3 degrees 18 minutes 44 seconds West along the Westerly boundary line of Lots 1 - 8 of said Old Town Helena a distance of 222.17 feet; thence South 86 degrees 41 minutes 16 seconds West a distance of 12 feet to a point, said point being the SW corner of Lot 9 of said Old Town Helena; thence South 69 degrees 33 minutes 59 seconds West a distance of 278.32 feet; thence North 84 degrees 19 minutes 43 seconds West and run a distance of 90.0 feet to the Point of Beginning; thence South 5 degrees 40 minutes 17 seconds West and run a distance of 99.29 feet to the North right of way of Lake Davidson Lane (50 foot ROW); thence North 84 degrees 19 minutes 43 seconds West and along said right of way and run a distance of 49.76 feet to a point of a curve to right having a central angle of 92 degrees 44 minutes 39 seconds a radius of 25 feet and subtended by a chord which bears North 37 degrees 57 minutes 23 seconds West a chord distance of 36.19 feet; thence along the arc of said curve run a distance of 40.97 feet to the end of said curve and a point lying on the easterly right of way of Alabama Highway # 261 (80 foot ROW); thence North 7 degrees 34 minutes 34 seconds East and along said right of way run a distance of 73.13 feet; thence South 84 degrees 19 minutes 43 seconds East and leaving said right of way run a distance of 72.30 feet to the Point of Beginning.

Old Depot and New Depot being situated in the SE 1/4 of the NW 1/4 of Section 15, Township 20 South, Range 3 West, Shelby County, Alabama.

PARCEL 2: (SHELBY COUNTY PROPERTY) Tax ID# 13-5-15-3-002-002.000

Lots 5, 6, 7, 8, 9, 10 and 11, in Block 14, according to the map of the Town of Helena, Alabama, drawn by Joseph Squire as recorded in Map Book 3, Page 121, in the Probate Office of Shelby County, Alabama, more particularly described as follows:

Commencing at the NE corner of the SW 1/4 of the NW 1/4 of Section 15, Township 20 South, Range 3 West, and run South along the East boundary line of said SW 1/4 of NW 1/4 of said Section 15 a distance of 1323.9 feet; thence run North 88 degrees 32 minutes East 47 feet to East side of main street in the Town of Helena; thence run South 1 degree 28 minutes East 58.6 feet to point of beginning of lands herein described; thence continue South 1 degree 28 minutes East 175 feet; thence run North 88 degrees 32 minutes East 45 feet; thence run North 1 degree 28 minutes West 175 feet; thence run South 88 degrees 32 minutes West 45 feet to point of beginning.

LESS AND EXCEPT any portion of Lot 4, in Block 14 recorded in Map Book 3, Page 121 as may be described in the above recited metes and bounds description.

PARCEL 3: (SHELBY COUNTY PROPERTY) Tax ID# 13-5-15-3-002-002.001

Lots 1, 2, 3 and 4, in Block 14, according to Joseph Squire's Map of Helena, as recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Plat Book 3, Pages 121 and 121-A; being situated in Shelby County,

Alabama.

PARCEL 4: (SHELBY COUNTY PROPERTY) Tax ID# 13-5-15-3-003-004.000

Lots 8, 9 and 10, in Block 1, according to the survey of Joseph Squire's Map of the Town of Helena, as recorded in Map Book 3, Page 121, in the Probate Office of Shelby County, Alabama.

PARCEL 5: (SHELBY COUNTY PROPERTY) Tax ID# 13-5-15-2-00-029.000

Tract I:

Commence at the NE corner of Lot 1, in Block 1, of the Town of Helena, Alabama, for the point of beginning; thence run in a Southerly direction along the East line of Lots 1 and 2, a distance of 75.0 feet; thence turn an angle to the right of 90 degrees and run 97.7 feet in a Westerly direction said line falling along South wall of a two story brick building; thence turn an angle to the right of 88 degrees 19 minutes 30 seconds and run in a Northerly direction a distance of 50.0 feet; thence turn an angle to the right of 91 degrees 40 minutes 30 seconds and run in an Easterly direction a distance of 48.4 feet; thence turn an angle to the left of 88 degrees 20 minutes and run in a Northerly direction a distance of 25 feet; thence turn an angle to the right of 88 degrees 20 minutes and run in an Easterly direction a distance of 50.0 feet to a point of beginning; being situated in the Town of Helena, Shelby County, Alabama.

Tract II:

From the NE corner of Lot 1, in Block 1, of the Town of Helena, Alabama, run in a Westerly direction along the North line of said Lot 1 for a distance of 50.0 feet to the point of beginning; thence turn an angle to the left of 88 degrees 20 minutes and run in a Southerly direction for a distance of 25 feet; thence turn an angle to the right of 88 degrees 20 minutes and run in a Westerly direction for a distance of 48.4 feet; thence run an angle to the right of 88 degrees 19 minutes 30 seconds and run in a Northerly direction for a distance of 25 feet; thence turn an angle to the right of 91 degrees 40 minutes 30 seconds and run in an Easterly direction for a distance of 49.86 feet to the point of beginning; being situated in the Town of Helena, Shelby County, Alabama.

Tract IV:

The North 27 feet of Lot 3, in Block 1, according to Joseph Squire's survey of the Town of Helena, Shelby County, Alabama.

All being situated in Shelby County, Alabama.

PARCEL 6: (SHELBY COUNTY PROPERTY) Tax ID# 13-5-15-2-001-030.000

Metes and bounds description of Lot 1 and the North half of Lot 2, in Block 14 of Joseph Squire's map of the town of Helena compiled as a single unit.

Begin at a point on the East right of way line of Main Street in Helena, Alabama 50.0 feet South of the main line track of the L&N Railroad; thence run East-Southeast along said South right of way line of said L&N Railroad a distance of 140.0 feet to a point; thence turn an angle of 84 degrees 20 minutes to the right and run Southerly a distance of 18.0 feet to a point; thence turn an angle of 13 degrees 20 minutes to the left and continue Southerly a distance of 68.0 feet to a point; thence turn an angle of 96 degrees 36 minutes to the right and run Westerly a distance of 141.70 feet to a point on the East right of way line of Main Street; thence turn an angle of 89 degrees 39 minutes to the right and run Northerly along the East right of way line of Main Street a distance of 6.75 feet to a point; thence turn an angle of 90 degrees 0 minutes to the right and run Easterly along the South line of Lot 2 a distance of 60.0 feet to a point; thence turn an angle of 90 degrees 0 minutes to the left and run Northerly along the East line of same said Lot 2 a distance of 30.0 feet to a point; thence turn an angle of 90 degrees 0 minutes to the left and run Westerly along the exact middle line of same said Lot 2 a distance of 60.0 feet to a point on the East right of way line of same said Main Street; thence turn an angle of 90 degrees 0 minutes to the right and run Northerly along said East line of said Main Street a distance of 78.75 feet to the point of beginning, marked on each corner with a steel rebar pin as of date of survey.

ALSO the following property:

Begin at the NW corner of the South 1/2 of Lot 2, in Block 14 of Joseph Squire's map of the Town of Helena, Alabama; run thence in an Easterly direction along the Northern boundary of the South 1/2 of said Lot 2, in Block 14 a distance of 60 feet to a point; thence turn an angle of 90 degrees to the right and run Southerly a distance of 6.75 feet to a point; thence turn to the right and run Westerly parallel with the Northern boundary of the South 1/2 of said Lot 2, Block 14 a distance of 60 feet to a point; thence turn to the right and run Northerly a distance of 6.75 feet to point of beginning of the property herein conveyed.

LESS AND EXCEPT the following property:

Begin at the SW corner of the South 1/2 of Lot 2, in Block 14, according to Joseph Squire's map of the Town of Helena, Alabama, which point of beginning in the SW corner of that certain property conveyed to the Town of Helena, Alabama by deed from T. S. Wallace and wife, Eugina Wallace recorded in Deed Book 187, Page 375 in the Probate Records of Shelby County, Alabama; thence run in an Easterly direction along the Southern boundary of the said S 1/2 of Lot 2, Block 14 a distance of 60 feet to a point; thence turn an angle of 90 degrees to the right and run Southerly a distance of 6.75 feet to a point; thence turn to the right and run Westerly parallel with the Southern boundary of Lot 2, Block 14 a distance of 60 feet to a point; thence turn to the right and run Northerly 6.75 feet to the point of beginning of the parcel herein conveyed.

PARCEL 7: (SHELBY COUNTY PROPERTY) Tax ID# 13-5-15-3-006-007.000

A part of Lots 10, 11, 12 and 13, in Block 15, according to the map of the Town of Helena, Alabama as drawn by Joseph Squire, as recorded in Map Book 3, Page 121, in the Probate Office of Shelby County, Alabama, more particularly described as follows:

Begin at the Northeast corner of said Lot 10 as described above; thence East along the North line of said lot 96.14 feet; thence turn right 104 degrees 52 minutes 42 seconds and go 60.00 feet; thence turn right 13 degrees 32 minutes 17 seconds and go 45.29 feet; thence turn right 1 degree .49 minutes 59 seconds and go 59.04 feet; thence turn right 0 degrees 52 minutes 03 seconds and go 85.80 feet to the East line of Lot 13; thence turn right 152 degrees 43 minutes 05 seconds and run North 222.77 feet to the point of beginning.

PARCEL 8: (ST. CLAIR PROPERTY) Tax ID# 26-02-10-0-001-013.001

Part of the North Half of the Northeast Quarter of the Northeast Quarter of Section 10, Township 17 South, Range 1 East, lying East of Moody Parkway (Montevallo - Ashville Highway) (US Highway #411), and being more particularly described as follows:

Begin at the SE corner of the N 1/2 of the NE 1/4 of the NE 1/4 of Section 10, Township 17 South, Range 1 East; thence Westerly along the South line of said N 1/2 of the NE 1/4 of the NE 1/4 of said section 305.18 feet to a found 1 1/2 inch pipe on the Southeasterly right of way line of Moody Parkway (Montevallo - Ashville Highway) (US Highway #411); thence 118 degrees 06 minutes 10 seconds to the right Northeasterly along said right of way line 310.64 feet to the point of a curve to the right having a central angle of 0 degrees 03 minutes 34 seconds a radius of 3094.55 feet; thence along the arc of said curve 3.21 feet; thence 93 degrees 40 minutes 12 seconds to the right (angle measured from tangent of said curve) 48.22 feet to the center of a drainage ditch; thence 6 degrees 03 minutes 35 seconds to the left 121.40 feet to the East line of said N 1/2 of the NE 1/4 of the NE 1/4 of said section; thence 62 degrees 11 minutes 40 seconds to the right Southerly 198.75 feet to the point of beginning.

Situated in St. Clair County, Alabama.

PARCEL 9: (SHELBY COUNTY PROPERTY) Tax ID# 13-5-15-3-005-009.000


A part of the NW 1/4 of the SW 1/4 of Section 15, Township 20, Range 3 West, the same being a part of Lots 4 and 5 in Block 4 in the Town of Helena, Alabama, according to the Map and Survey of Joseph Squire and bounded as follows:

Continued

Commence at a point on the West edge of Second Street, said point being 200 feet South 1 degree 30 minutes West (at or near 3 degrees 20 minutes variation) from the NE corner of Block 4; thence Southerly along East edge of Block 4, 50 feet; thence Westerly along the dividing line between Lots 5 and 6 150 feet; thence Northerly 50 feet; thence Easterly along the dividing line between Lots 4 and 5 150 feet, to the point of beginning.

PARCEL 10: (SHELBY COUNTY PROPERTY) Tax ID# 13-5-15-3-005-003.000

Begin at the SE corner of Lot 8, in Block 3, according to Squire's Map of the Town of Helena as shown in Map Book 3, Page 121, in the Probate Office of Shelby County, Alabama; thence Northerly along the Westerly right of way of Helena Road for a distance of 75.00 feet; thence turn an interior angle to the right of 90 degrees 55 minutes 22 seconds and run Westerly for a distance of 99.60 feet to the Easterly right of way of Second Street; thence turn an interior angle to the right of 91 degrees 05 minutes 28 seconds and run Southerly along Second Street for a distance of 74.48 feet; thence turn an interior angle to the right of 89 degrees 11 minutes 59 seconds and run Easterly for a distance of 102.23 feet to the Point of Beginning; said parcel being the same as described in Deed Book 336 at Page 17, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.


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