

Prepared by and return to:

Truist Bank
Birmingham Commercial Banking
2501 20th Place South, Suite 101
Birmingham, Alabama 35223



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Shelby Cnty Judge of Probate, AL
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**STATE OF ALABAMA
COUNTY OF SHELBY AND TALLADEGA**

This instrument provides additional security for indebtedness secured by a Mortgage recorded contemporaneously herewith and upon which the mortgage recordation privilege tax imposed by Alabama Code §40-22-2 has been paid.

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (“Assignment”) is made this 12th day of August, 2021, by and from Colt, LLC, an Alabama limited liability company (“Assignor” and “Mortgagor” for purposes of recordation), having principal offices at 6727 Childersburg Fayetteville Highway, Childersburg, Alabama 35044, to and for **TRUIST BANK**, a North Carolina banking corporation, having a branch office in Birmingham, Alabama and a mailing address of P.O. Box 1290, Whiteville, North Carolina 28472 (“Assignee” and “Grantee” for purposes of recordation).

Assignor is the sole owner of that certain real property located in the City of Harpersville, County of Shelby, State of Alabama, and is the sole owner of that certain real property located in the City of Childersburg, County of Talladega, State of Alabama described in **Exhibit “A”** attached hereto and by this reference incorporated herein and located at 4151 Highway 280, Harpersville, Shelby County, Alabama 35078 and 8820 Childersburg Fayetteville Highway, Childersburg, Alabama 35151 (collectively the “Property”) subject to that certain Mortgage of Real Estate and Security Agreement dated as of August 12, 2021, conveyed by Assignor to Assignee and recorded concurrently herewith in the Office of the Judge of Probate of Shelby County, Alabama and recorded concurrently herewith in the Office of the Judge of Probate of Talladega County, Alabama (collectively the “Mortgage”, as the same may be modified or supplemented from time to time).

For good and valuable consideration, Assignor hereby absolutely and unconditionally assigns, grants a continuing security interest in, sets over and transfers to Assignee all of Assignor’s rights, title, and interest in: (a) the income, rents (including, if applicable, all hotel room rents), receivables, security or similar deposits, revenues, issues, royalties, profits, earnings, products and proceeds from any and all of the Property (collectively, the “rents, issues and profits”) together with the right, power and authority to collect the same; (b) all leases, written or oral, now in existence or hereafter arising, all other agreements for the use and occupancy of all or any portion of the Property, and any and all extensions or renewals of any thereof, including without limitation all leases listed on **Exhibit “B”** hereto (the “Major Tenant Leases”), (individually “Lease” and collectively, the “Leases”), together with the right, power and authority of Assignor to alter, modify or change the terms thereof, or surrender, cancel or terminate the same; and (c) any and all guarantees of any obligations of any lessee (the “lessee”) under each of the Leases. **The assignment of the rents, issues and profits in this Assignment is a present, unconditional and absolute assignment from Assignor to Assignee made in connection with an obligation secured by the Property, and not merely the passing of a security interest. Immediately upon the execution hereof, this Assignment gives Assignee the right to receive and collect the rents, issues and profits and to apply them to the payment of the sums secured hereby.**

This Assignment is made for the purpose of securing:

A. Payment of the principal amount, interest and indebtedness evidenced by a certain promissory note or notes (including any amendments, extensions, renewals, restatements or substitutions thereof, collectively the “Note”), in the original aggregate principal sum of One Million and No/100 Dollars (\$1,000,000.00) made by Colt, LLC, an Alabama limited liability company (if not Assignor, the “Borrower”) payable to the order of Assignee dated the 12th day of August, 2021.

B. Payment of all other sums due and payable to Assignee under the provisions of this Assignment, the Note and any loan agreement, security agreement, financing statement, deed of trust, mortgage security deed, assignment of leases and rents, pledge agreement, guaranty agreement, application and agreement for letters of credit, business credit card agreement, and all other documents, certificates and instruments executed in connection therewith, and all renewals, extensions, modifications, substitutions, and restatements thereof and therefor (the “Loan Documents”), and all obligations, debts, liabilities and all other indebtedness plus interest thereon, of Assignor or Borrower to Assignee, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise,



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including without limitation (i) repayment and reimbursement of any draft or drawing paid by Assignee under any commercial or standby letter of credit issued by Assignee on the account of Assignor or Borrower; (ii) all indebtedness and obligations of Assignor or Borrower to Assignee (or an affiliate of Assignee) under any interest rate swap transactions, interest rate cap and/or floor transactions, interest rate collar transactions, swap agreements (as defined in 11.U.S.C. § 101) or other similar transactions or agreements, including without limitation any ISDA Master Agreement executed by Assignor or Borrower and all Schedules and Confirmations entered into in connection therewith, hereinafter collectively referred to as a "Hedge Agreement," the terms of which are incorporated herein by reference; and (iii) all costs and expenses incurred by Assignee in connection with the maintenance or preservation of the Property or collection of the rents, issues and profits.

C. The performance and discharge of each and every obligation, covenant and agreement of Assignor or Borrower contained herein or in any Loan Document, or in any other obligation of Assignor or Borrower to Assignee, and all costs of collection including reasonable attorneys' fees as provided in the Note, the Hedge Agreement or other Loan Documents.

D. All sums owed to Assignee for outstanding amounts advanced under any business credit cards issued to the designated employees of Assignor.

E. In addition to the Note, this Assignment secures all future advances made by Assignee to Assignor or Borrower whether or not such advances are obligatory. Specifically, and without limitation, this Assignment secures, in addition to the amounts specified in the Note, all future amounts Assignee in its discretion may lend to Assignor or Borrower, together with interest thereon.

F. Payment of all indebtedness of Assignor under that certain Guaranty Agreement dated the date hereof (including any amendments, extensions, renewals, restatements or substitutions thereof, the "Guaranty"), the terms of which are incorporated herein by reference.

The indebtedness and obligations described in A, B, C, D, E and F above are collectively referred to herein as the "Indebtedness."

This Assignment is made on the following additional terms, representations, warranties, covenants and conditions:

1. **WARRANTIES OF ASSIGNOR.** Assignor warrants to Assignee that (a) Assignor has the full right, power and authority to enter into this Assignment; (b) Assignor is the sole owner of the entire interest, as lessor, in the Leases; (c) the Leases are valid and enforceable and have not been altered, modified or amended in any manner whatsoever except as previously disclosed in writing to Assignee; (d) no lessee named therein is in default under any of the terms, covenants or conditions thereof; (e) no rent reserved in any Lease has been assigned or anticipated; (f) no rent for any period subsequent to the date of this Assignment has been collected more than one month in advance of the time when the same became due under the terms of any Lease; (g) Assignor has full right and title to assign and convey the Leases and all rents, issues and profits thereunder; (h) Assignor is entitled to receive the rents, issues and profits free and clear of all rights, loans, liens, encumbrances and claims except as disclosed to and accepted by Assignee in writing; and (i) no other assignment of any interest in the Leases or the rents, issues and profits has been made.

2. **COVENANTS OF ASSIGNOR.** Assignor covenants and agrees with Assignee (a) to observe and perform all obligations imposed on lessor under the Leases; (b) to give prompt notice to Assignee of any notice of default under any Leases received or given by Assignor together with a complete copy of any such notice; (c) at the sole cost and expense of Assignor, to enforce, short of termination of any Lease, the performance or observance of each and every covenant and condition thereof by all parties thereto; (d) not to do or permit to be done anything to impair the security of any Lease; (e) not to pay or collect any of the rents, issues and profits arising or accruing under the Leases or from the Property in advance of the time when the same shall become due; (f) not to execute any other assignment of interest in the Leases or assignment of rents, issues and profits arising or accruing from the Leases or from the Property; (g) not to subordinate any Lease to any other encumbrance or permit, consent or agree to such subordination without Assignee's prior written consent; (h) not to alter, modify or change the terms of any Lease or give any consent or exercise any option required or permitted by such terms without the prior written consent of Assignee; (i) not to cancel or terminate any Lease or accept a surrender thereof or convey or transfer or suffer or permit a conveyance or transfer of the leased premises thereby or of any interest therein so as to effect, directly or indirectly, a merger of the estates and rights of, or a termination or diminution of the obligations of, any party thereunder; (j) not to alter, modify or change the terms of any guaranty of any Lease or cancel or terminate such guaranty without the prior written consent of Assignee; (k) not to consent to any assignment of or subletting under any Lease, whether or not in accordance with its terms, without the prior written consent of Assignee; and (l) at Assignee's request, to assign and transfer to Assignee any and all subsequent leases upon all or any part of the Property and to execute and deliver at the request of Assignee all such further assurances and assignments in the Property as Assignee shall from time to time require.

3. **RIGHT TO RECEIVE AND COLLECT RENTS.** At any time and for any reason Assignee shall have the right to collect and receive at the time of, but not prior to, the date provided for the payment thereof, all rents, issues and profits arising under the Leases, whether or not any event of default has occurred under the Indebtedness. However, unless and until Assignee shall notify Assignor to the contrary, Assignor shall collect all rents, issues and profits arising from the Leases. In connection with the right to receive and collect rents, issues and profits, Assignee is hereby given and granted the following rights, powers and authority:

(a) Assignee may send notices to any and all lessees of the Property advising them of this Assignment and directing all rents, issues and profits be paid directly to Assignee or its agents.

(b) Assignee may enter upon and take possession of the Property; demand, collect and receive from lessees or from any other persons liable therefor, all of the rents, issues and profits; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceeds as may be necessary to recover possession of the Property; and collect the rents, issues and profits and remove any lessee or other persons from the Property.

(c) Assignee may enter upon the Property and maintain same and keep the same in repair and pay all costs associated therewith.

(d) Assignee may do any and all things and acts with respect to the Property as Assignee deems appropriate and act exclusively and solely in place and state of Assignor and shall have all the powers of Assignor in dealing with the Property.

4. **APPLICATION OF RENTS.** All costs and expenses incurred by Assignee in connection with the Property shall be for the account of Assignor and Assignee may pay such costs and expenses from the rents, issues and profits. Assignee, in its sole discretion shall determine the application of any and all rents, issues and profits received by it; however, any such rents, issues and profits received by Assignee which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Assignee under this Assignment and not reimbursed from the rents, issues and profits shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from the date of expenditure until paid.

5. **FULL PERFORMANCE.** Upon payment and performance in full of the Indebtedness, this Assignment shall become and be void and of no effect, but the affidavit, certificate, letter or statement of any officer, agent or attorney of Assignee showing any part of the Indebtedness to remain unpaid or unperformed shall be and constitute conclusive evidence of the validity, effectiveness, and continuing force of this Assignment and any person may, and is hereby authorized to, rely thereon. Assignor, as the lessor under any Lease, hereby authorizes and directs the lessee named in any such Lease or any other or future lessee or occupant of the Property described therein, upon receipt from Assignee of written notice that Assignee is then the holder of the Note or any other evidence of the Indebtedness to pay over to Assignee all rents, issues and profits arising or accruing under such Leases or from the Property and to continue so to do until otherwise notified by Assignee.

6. **CONDEMNATION AWARDS.** Assignor hereby assigns to Assignee any portion of an award payable by reason of condemnation action under the right of eminent domain, and directs that such award shall be paid directly to Assignee.

7. **EVENTS OF DEFAULT.** Each of the following, at Assignee's option, shall constitute an event of default under this Assignment ("Event of Default"):

(a) Failure of Borrower or any other obligor to make any payment when due under the Indebtedness;

(b) Failure of any party to comply with or to perform any term, obligation, covenant or condition contained in this Assignment or in any of the Loan Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Assignee and Borrower or Assignor;

(c) Failure to make any payment for taxes or insurance when due, or any other payment necessary to prevent filing of or to effect discharge of any lien on the Property;

(d) Default by Assignor, Borrower or any guarantor under any loan, extension of credit, security agreement, guaranty agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Assignor's, Borrower's or any guarantor's property or ability to perform their respective obligations under this Assignment or the Loan Documents;

(e) Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property;

(f) Any warranty, representation or statement made under the Loan Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter; or

(g) Termination or expiration of one or more Major Tenant Leases for which Assignor has not provided acceptable evidence that the Major Tenant Lease has been renewed or that Assignor has entered into one or more replacement leases for the entire premises subject to the Major Tenant Lease at issue with tenants and terms acceptable to Assignee in its sole discretion; or

(h) The occurrence of any event of default under any Loan Document.

8. **RIGHTS AND REMEDIES.** Without limiting or restricting any rights of Assignee granted under this Assignment, upon the occurrence of any Event of Default and at any time thereafter, Assignee may exercise any one or more of the following rights and remedies, in addition to any other rights and remedies provided by law:

(a) Assignee shall have the right at its option without notice to Assignor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that would be required to be paid.

(b) With or without taking possession of such Property in its own name, Assignee may demand, sue for or otherwise collect and receive all rents, issues and profits of the Property, including those past due and unpaid and apply the proceeds as provided herein. In furtherance of this right, Assignee shall have all the rights provided for in Section 3. Assignor irrevocably appoints Assignee its true and lawful attorney-in-fact, which shall constitute a power coupled with an interest by virtue of this Assignment and is irrevocable so long as any part of the sums secured hereby are outstanding to endorse instruments received in payment of rents, issues and profits in the name of Assignor and to negotiate the same and collect the proceeds.

(c) Assignee shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the rents, issues and profits from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Employment by Assignee shall not disqualify a person from serving as receiver.

(d) Assignee shall have all other rights and remedies provided in this Assignment, in any Loan Document or by applicable law. To the extent permitted by applicable law, election by Assignee to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Assignor under this Assignment shall not impair Assignee's right to declare a default and exercise its remedies.

9. GOVERNING LAW. This Assignment is made, executed and delivered in the State of Alabama and shall be governed by the laws of the State of Alabama. Each provision of this Assignment shall be interpreted in such a manner as to be effective and valid under the applicable law, but if any provision hereof shall be prohibited by or invalid under the applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Assignment. In case of any conflict between the terms of this instrument and the terms of the Mortgage, the terms of this Assignment shall control as to the matters set forth in this Assignment.

10. CHOICE OF VENUE. Any legal action with respect to the Indebtedness or this Assignment may be brought in the courts of the State of Alabama or in the appropriate United States District Court situated in the State of Alabama, and Assignee hereby accepts and unconditionally submits to the jurisdiction of such courts. Assignor hereby waives any objection to the laying of venue based on the grounds of forum non conveniens with respect thereto.

11. WAIVER OF JURY TRIAL. ASSIGNOR HEREBY WAIVES THE RIGHT TO TRIAL BY JURY OF ANY MATTERS OR CLAIMS ARISING OUT OF THIS ASSIGNMENT OR ANY OF THE LOAN DOCUMENTS EXECUTED IN CONNECTION HERewith OR OUT OF THE CONDUCT OF THE RELATIONSHIP BETWEEN ASSIGNOR AND ASSIGNEE, IN EACH CASE WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE. ASSIGNOR AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ASSIGNEE MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF ASSIGNOR TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR ASSIGNEE TO MAKE THE LOAN AND ENTER INTO THIS ASSIGNMENT. ASSIGNOR ACKNOWLEDGES THAT IT HAS HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL REGARDING THIS SECTION, THAT IT FULLY UNDERSTANDS ITS TERMS, CONTENT AND EFFECT, AND THAT IT VOLUNTARILY AND KNOWINGLY AGREES TO THE TERMS OF THIS SECTION. FURTHER, ASSIGNOR HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF ASSIGNEE, NOR ASSIGNEE'S COUNSEL, HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT ASSIGNEE WOULD NOT SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. NO REPRESENTATIVE OR AGENT OF ASSIGNEE, NOR ASSIGNEE'S COUNSEL, HAS THE AUTHORITY TO WAIVE, CONDITION OR MODIFY THIS PROVISION.

12. ATTORNEYS' FEES; EXPENSES. Assignor shall upon demand pay all reasonable attorneys' fees and all expenses incurred by Assignee in connection with the collection of the Indebtedness; the enforcement of the provisions of this Assignment or the Loan Documents; or any suit or legal proceeding (including any proceeding conducted before any United States Bankruptcy Court) concerning the Property, the lien of this Assignment, the Indebtedness or compliance by Assignor or Borrower with any of the provisions of this Assignment or the Loan Documents. Assignor shall be liable for such attorneys' fees and expenses whether or not any suit or proceeding is commenced. Such fees and expenses shall become a part of the Indebtedness and shall bear interest at the Note rate from the date of expenditure until repaid. Expenses covered by this Section, subject to any limits under applicable law, shall include, without limitation, legal expenses, court cost, cost of appeals, post-judgment collection services and the cost of searching records, title reports (including foreclosure reports), surveyors' reports, environmental reports, appraisal fees, and title insurance.

13. RIGHT OF ASSIGNMENT BY ASSIGNEE. Assignee shall have the right to assign Assignor's right, title and interest in the Leases to any subsequent holder of the Mortgage subject to the provisions of this Assignment, and to assign the same to any person acquiring title to the Property through foreclosure or otherwise. After Assignor has been barred and foreclosed of all right, title and interest and equity of redemption in the Property, no assignee of Assignor's interest in the Leases shall be liable to account to Assignor for the rents, issues and profits thereafter accruing.

14. NON-WAIVER BY ASSIGNEE. Assignee shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Assignee. No delay or omission on the part of Assignee in exercising any right shall operate as a waiver of such right or any other right. A waiver by Assignee of a provision of this Assignment shall not prejudice or constitute a waiver of Assignee's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Assignee, nor any course of dealing between

Assignee and Assignor, shall constitute a waiver of any of Assignee's rights or of any of Assignor's obligations as to any future transactions. Whenever the consent of Assignee is required under this Assignment, the decision as to whether or not to consent or approve shall be in the sole and exclusive discretion of Assignee and Assignee's decision shall be final and conclusive and the granting of such consent by Assignee in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Assignee. Assignee may take or release other security for the payment of the Indebtedness, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the satisfaction of the Indebtedness without prejudice to any of its rights under this Assignment.

15. NO LIABILITY AND NO OBLIGATION OF ASSIGNEE. Assignee shall not be liable for any loss sustained by Assignor resulting from any act or omission of Assignee or from managing the Property unless such loss is caused by the willful misconduct or gross negligence of Assignee. Assignee shall not be obligated to perform or discharge, nor does Assignee hereby undertake to perform or discharge, any obligation, duty or liability under any Lease or under or by reason of this Assignment. Assignor shall, and does hereby agree, to indemnify Assignee for, and to hold Assignee harmless from, any and all liability, loss or damage which may or might be incurred under any Lease or under or by any reason of this Assignment, and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any Lease. Should Assignee incur any such liability under any Lease or under or by reason of this Assignment or in defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees shall be secured hereby and Assignor shall reimburse Assignee therefor immediately upon demand, and upon the failure of Assignor to do so, such sums shall accrue interest at the rate set forth in the Note and Assignee may, at its option, declare the Indebtedness immediately due and payable. This Assignment shall not operate to place responsibility for the control, care, management or repair of the Property or any portion thereof upon Assignee, nor for the carrying out of any of the terms and conditions of any Lease; nor shall it operate to make Assignee responsible or liable for any waste committed on the Property by any parties, or for any dangerous or defective condition of the Property or any portion thereof or for any negligence of Assignor or its agents in the management, upkeep, repair or control of the Property or any portion thereof resulting in loss or injury or death to any lessee, licensee, employee or stranger.

16. NOTICES. Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class or certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Assignor agrees to keep Assignee informed at all times of Assignor's current address. Unless otherwise provided or required by law, if there is more than one Assignor, any notice given by Assignee to any Assignor is deemed to be notice given to all Assignors.

17. SEVERABILITY. If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

18. MISCELLANEOUS. The captions and headings of the Sections herein are for convenience only and shall not be used to interpret or define any provision. All remedies provided herein are distinct and cumulative to any other right or remedy under this Assignment or afforded by law or equity, and may be exercised concurrently, independently or successively. Whenever used, the singular shall include the plural, and the plural the singular, and the use of any gender shall be applicable to all genders. This Assignment, together with the covenants and warranties herein contained, shall inure to the benefit of Assignee and any subsequent holder of the Note and the Mortgage and shall be binding upon Assignor, its successors and assigns and any subsequent owner of the Property. If ownership of the Property becomes vested in a person other than Assignor, Assignee, without notice to Assignor, may deal with Assignor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Assignor from the obligations of this Assignment or liability under the Indebtedness. The relationship between Assignor and Assignee created by this Assignment is strictly a debtor and creditor relationship and not fiduciary in nature, nor is the relationship to be construed as creating any partnership or joint venture between Assignee and Assignor. This Assignment, together with any Loan Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment. Time is of the essence in the performance of this Assignment.

IN WITNESS WHEREOF, Assignor, on the day and year first written above, has caused this Assignment to be executed by its duly authorized officer or representative under seal. This Assignment is and shall constitute and have the effect of a sealed instrument according to law.




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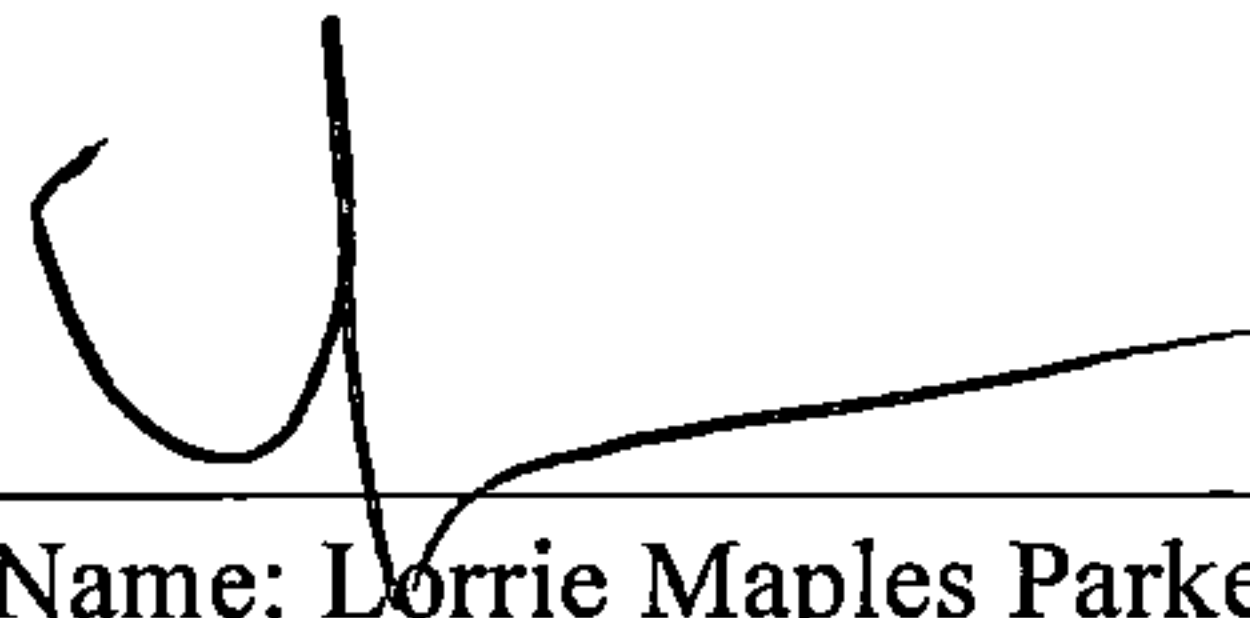
If Assignor is an Entity:

WITNESS: 

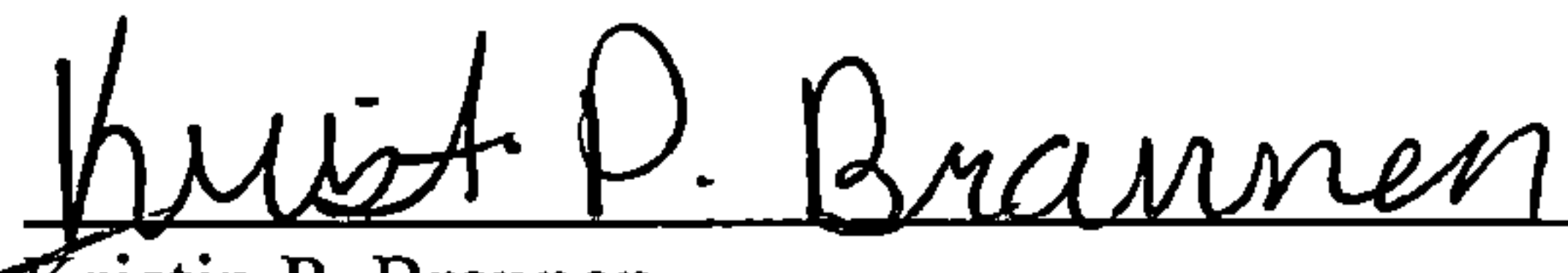
Print Name: Lorrie Maples Parker

Colt, LLC,
an Alabama limited liability company

By:  (SEAL)
Name: Ashley B. Brannen
Title: Member



Print Name: Lorrie Maples Parker

By:  (SEAL)
Name: Kristin P. Brannen
Title: Member

If Assignor is an Individual:

WITNESS:

Print Name: _____

Name: _____ (SEAL)

For Individual:

STATE OF ALABAMA
COUNTY OF _____

I, the undersigned, a Notary Public in and for said county, hereby certify that _____, 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, (s)he executed the same voluntarily on the day the same bears date.

Given under my hand this _____ day of _____, 20__.

[NOTARIAL SEAL]

Notary Public

My commission expires: _____

For Corporation:

STATE OF ALABAMA
COUNTY OF _____

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____ whose name as _____ of _____, a 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, (s)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 _____ day of _____, 20__.

[NOTARIAL SEAL]

Notary Public

My commission expires: _____



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For Partnership:

STATE OF ALABAMA
COUNTY OF

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____ whose name as _____ Partner of _____, a _____ [limited/general] partnership, 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, (s)he, as such _____ partner and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand this _____ day of _____, 20__.

[NOTARIAL SEAL]

Notary Public

My commission expires: _____

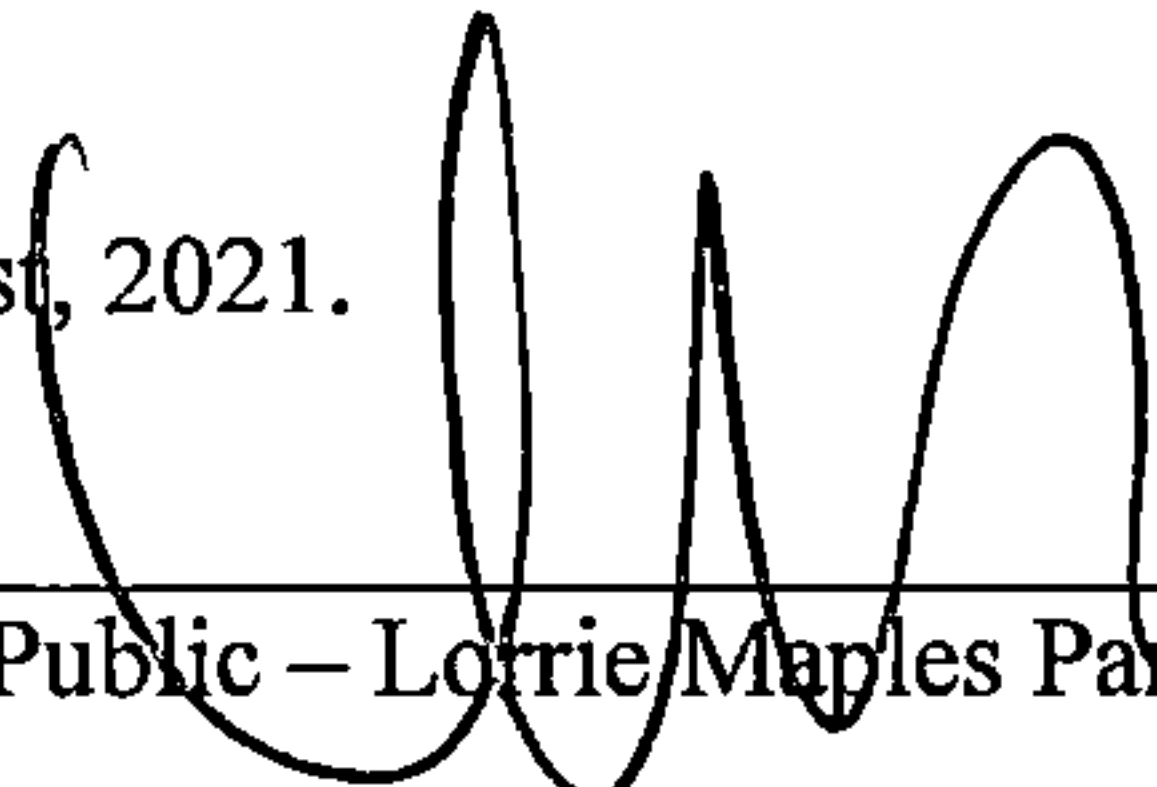
For Limited Liability Company:

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Ashley B. Brannen and Kristin P. Brannen, whose names as the Members of Colt, LLC, an Alabama limited liability company, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such Members and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand this 12th day of August, 2021.

[NOTARIAL SEAL]



Notary Public – Lorrie Maples Parker

My commission expires: 10/16/2023

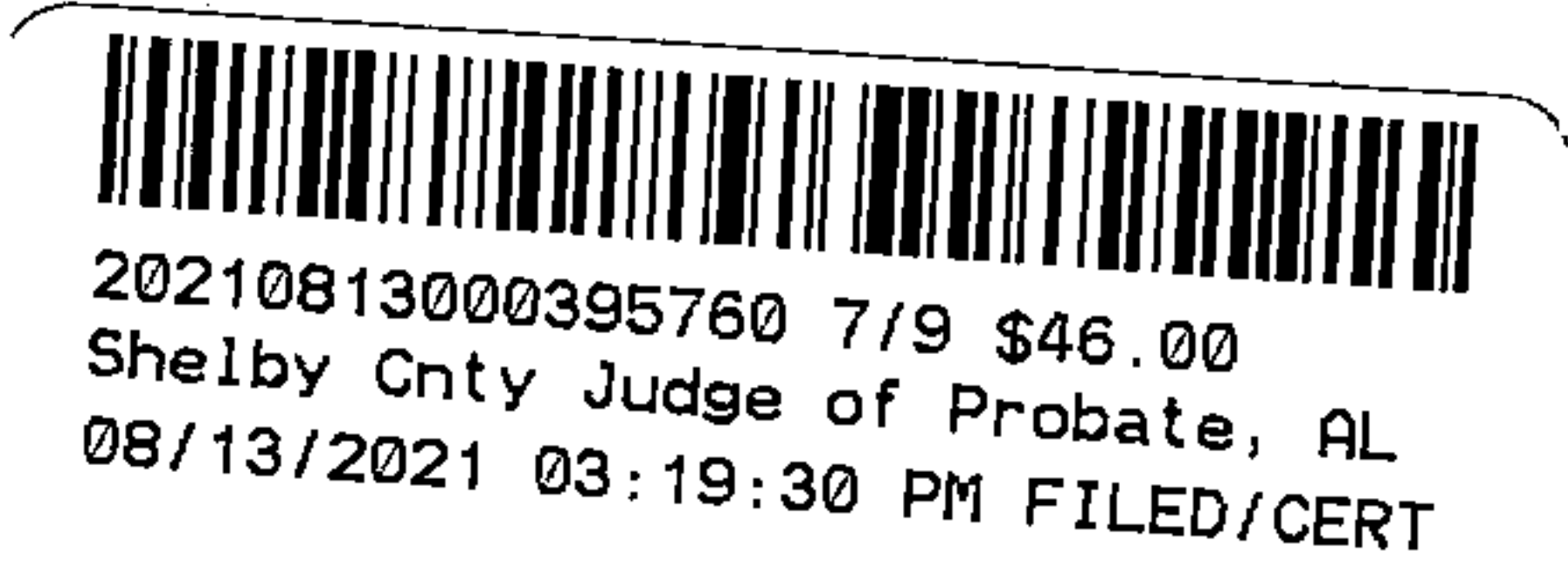
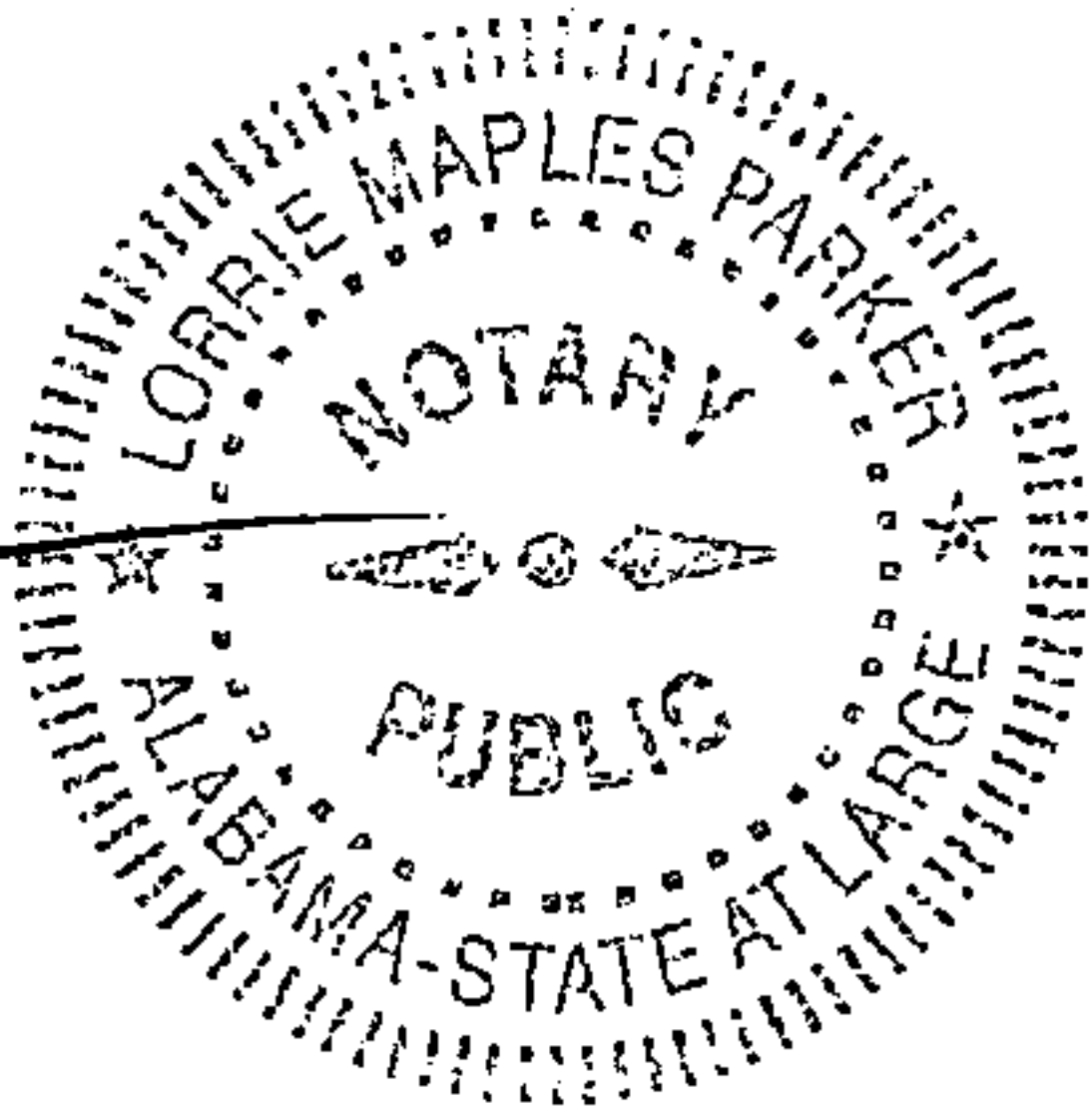


EXHIBIT A

Parcel I

A parcel of property located in the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 34, Township 19 South, Range 2 E, Shelby County, Alabama being more particularly described as: Commence at a 1 $\frac{1}{2}$ inch pipe in place being the Southeast corner of Lot No. 2 of the L.N. Wyatt Sr. Subdivision No. 2 as shown by map of said subdivision on record in the Office of the Judge of Probate of Shelby County, Alabama, in Map Book 4 at Page 7, said point being the Point of Beginning. From the Beginning Point proceed South 80 degrees 33 minutes 37 seconds West for a distance of 224.94 feet to a 1 inch pipe in place; thence proceed North 02 degrees 29 minutes 28 seconds West for a distance of 38.93 feet to a $\frac{1}{2}$ inch rebar in place; thence proceed South 57 degrees 48 minutes 53 seconds West for a distance of 60.45 feet to a $\frac{1}{2}$ inch rebar in place (CA #0114); thence proceed Southwesterly along the curvature of a concave curve right having a delta angle of 08 degrees 38 minutes 24 seconds and a radius of 928.44 feet for a chord bearing and distance of South 53 degrees 17 minutes 41 seconds West, 139.87 feet to a $\frac{1}{2}$ inch capped rebar in place; thence proceed North 10 degrees 15 minutes 51 seconds West for a distance of 167.84 feet to a $\frac{1}{2}$ inch rebar in place (CA #0114); thence proceed Northeasterly along the curvature of a concave left having a radius of 769.09 feet for a chord bearing and distance of North 49 degrees 15 minutes 49 seconds East, 103.01 feet to a $\frac{1}{2}$ inch rebar in place; thence proceed North 38 degrees 38 minutes 29 seconds West for a distance of 67.77 feet to a $\frac{1}{2}$ inch rebar in place (CA #0114); thence proceed North 45 degrees 54 minutes 58 seconds East for a distance of 224.06 feet to a point on the Westerly right of way of U.S. Highway 280; thence proceed South 49 degrees 30 minutes 54 seconds East along the Westerly right of way of said U.S. 280 Highway for a distance of 298.77 feet to its point of intersection with the Westerly right of way of Pineview Street; thence proceed South 03 degrees 03 minutes 36 seconds West along the Westerly right of way of said Pineview Street for a distance of 133.60 feet to the Point of Beginning.

Said parcel contains Lots 1 and 2 of the L.N. Wyatt, Sr. Subdivision No. 2 Harpersville, Alabama as recorded in Map Book 4, Page 7 in the Office of the Judge of Probate of Shelby County, Alabama.

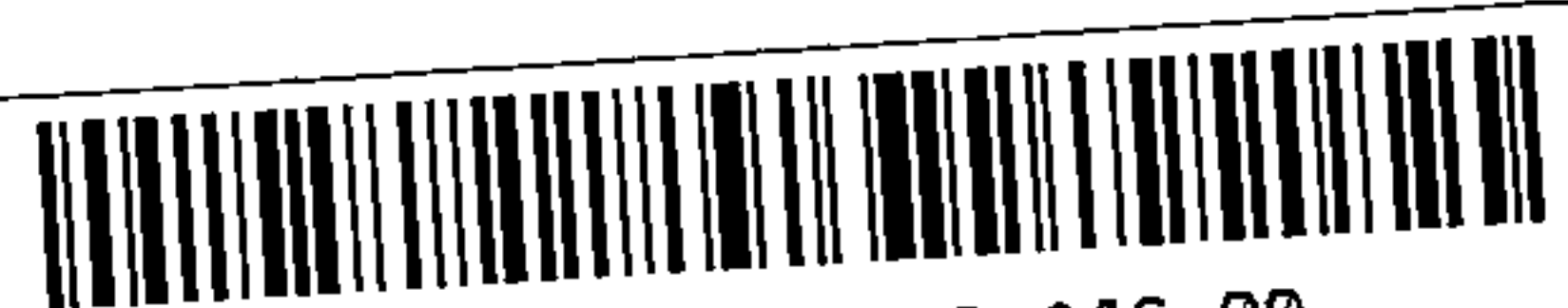
Parcel II

Commence at the Northwest corner of the Southwest $\frac{1}{4}$ of Section 26, Township 21 South, Range 2 East, Talladega County, Alabama; thence proceed South 00 degrees 01 minutes 53 seconds East along the West boundary of said Southwest $\frac{1}{4}$ for a distance of 1388.70 feet; thence proceed South 86 degrees 04 minutes 53 seconds East along the North right of way of Ferry Road for a distance of 2034.75 feet; thence proceed North 03 degrees 52 minutes 07 seconds East for a distance of 379.94 feet to a $\frac{1}{2}$ inch pipe in place; thence proceed South 86 degrees 22 minutes 09 seconds East for a distance of 199.81 feet to a $\frac{1}{2}$ inch pipe in place, said point being the Point of Beginning. From this Beginning Point proceed North 03 degrees 48 minutes 13 seconds East for a distance of 378.66 (set $\frac{1}{2}$ inch rebar); thence proceed South 86 degrees 37 minutes 25 seconds East for a distance of 341.37 feet (set $\frac{1}{2}$ inch rebar) to a point on the Westerly right of the Childersburg Fayetteville Highway; thence proceed South 14 degrees 37 minutes 29 seconds West along the Westerly right of way of said road for a distance of 119.15 feet to a $\frac{1}{2}$ inch rebar in place; thence proceed South 11 degrees 48 minutes 48 seconds West along the Westerly right of way of said road for a distance of 99.79 feet to a $\frac{1}{2}$ inch in place; thence proceed South 07 degrees 20 minutes 30 seconds West along the Westerly right of way of said road for a distance of 100.50 feet to a $\frac{1}{2}$ inch rebar in place; thence proceed South 03 degrees 47 minutes 51 seconds West along the Westerly right of way of said road for a distance of 100.27 feet to a $\frac{1}{2}$ inch rebar in place; thence proceed North 86 degrees 22 minutes 09 seconds West for a distance of 305.79 feet to the Point of Beginning.

The above described land is located in the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 26, Township 21 South, range 2 East.



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Shelby Cnty Judge of Probate, AL
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EXHIBIT B

(Describe any specific leases being assigned.)

Lease Agreement dated January 28, 2021 by and between Lesley K. Brannen (Lessor) and Jason Gamble d/b/a Home Base Baseball, LLC (Lessee) for the property located at 4153 U. S. Highway 280, Harpersville, Alabama 35078