

This instrument was prepared by
and should be returned to:
Halpin J. Burke, Esq.
Thompson Coburn LLP
One U.S. Bank Plaza
St. Louis, Missouri 63101

ASSIGNMENT, ASSUMPTION AND INDEMNITY

This ASSIGNMENT, ASSUMPTION AND INDEMNITY ("Assignment") is made and entered into between SPARDEE'S REALTY, INC., an Alabama corporation, successor by merger to Spardee's Realty, Inc., a Delaware corporation ("Seller") and BDB PROPERTIES SOUTHLAKE, LLC, an Alabama limited liability company ("Buyer") as of June 14, 2002.

WITNESSETH:

WHEREAS, pursuant to that certain Deed, dated as of the date hereof (the "Deed"), Seller has conveyed that certain property described therein (the "Property") known as 2162 Valleydale Road, Hoover, Alabama, and further described on Exhibit A attached hereto;

WHEREAS, the Property is subject to that certain Declaration of Protective Covenants of Southlake (Business) dated as of September 25, 1987 and recorded in Real Volume 153, Page 395 in the Shelby County Recorder's Office, as amended, those certain restrictions contained in an instrument recorded in Real Volume 173, Page 304 in the Shelby County Recorder's Office, that certain Cross-Parking Easement dated as of February 10, 1989 and recorded in Real Volume 228, Page 590 in the Shelby County Recorder's Office, and that certain Declaration of Restrictions and Grant of Easements dated as of February 29, 1988 and recorded in Real Volume 173, Page 355 in the Shelby County Recorder's Office (collectively, the "Agreement");

WHEREAS, the Agreement imposes certain obligations, duties, and liabilities upon the Seller of the Property and grants Seller certain rights and benefits; and

WHEREAS, in order to induce Seller to convey the Property to Buyer, Buyer has agreed to accept and assume all of Seller's obligations, duties, and liabilities under the Agreement.

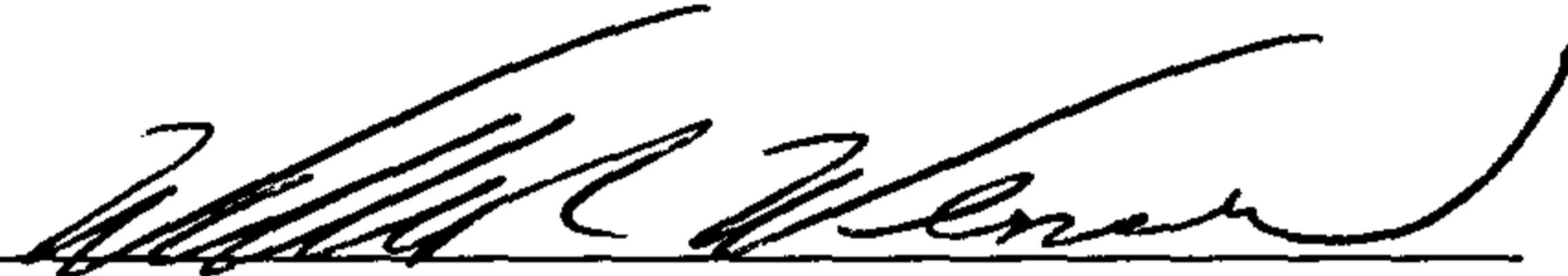
NOW, THEREFORE, in consideration of the premises, mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. As of the date hereof, Seller grants, assigns and sells to Buyer the Agreement and all of the rights and privileges of the Agreement arising on or after the date hereof; provided, however, that Buyer shall comply with all terms, conditions and restrictions, and shall perform all obligations and pay all costs for which Seller may be responsible under the Agreement, and Buyer hereby accepts and assumes all of Seller's obligations, duties and liabilities in, to and under the Agreement.
2. Buyer hereby agrees to indemnify, defend and hold harmless Seller and its successors and assigns from and against any and all losses, claims, damages, liabilities, costs and expenses including, but not limited to, reasonable attorneys' fees whether or not judicial proceedings are involved and reasonable attorneys' fees on appeal, incurred by Seller or its successors and assigns which arise out of or are in any way connected with Buyer's failure or alleged failure to comply with or perform the obligations, duties,

IN WITNESS WHEREOF, Seller and Buyer have executed and delivered these presents as of this 14 day of June, 2002.

“SELLER”

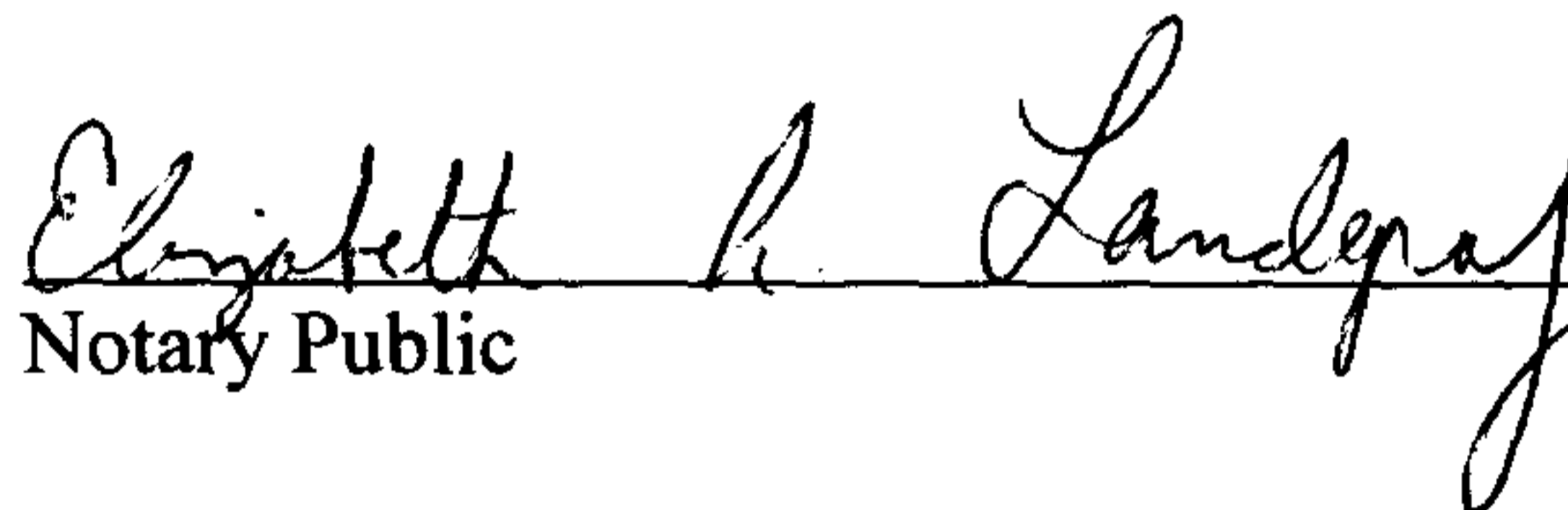
SPARDEE’S REALTY, INC., an Alabama corporation,
successor by merger to SPARDEE’S REALTY, INC.,
a Delaware corporation

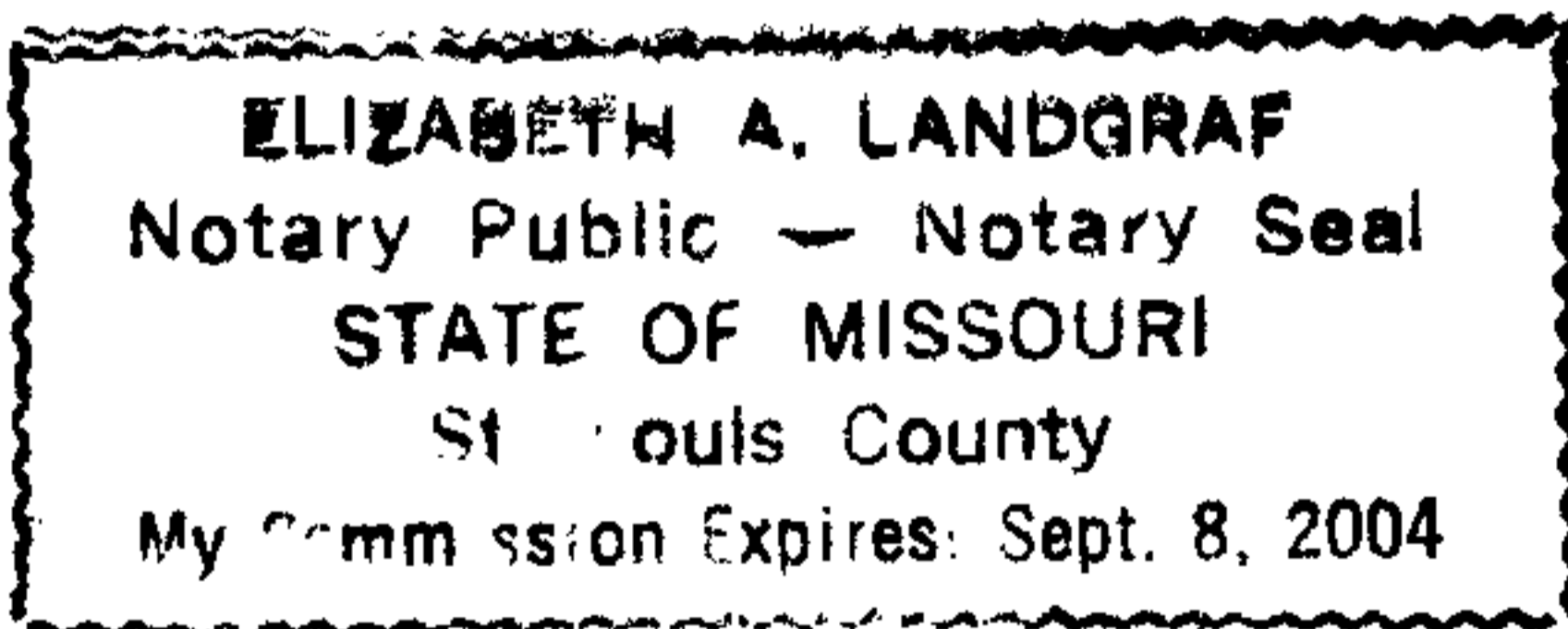
By: 
Printed Name: William R. Werner
Title: Senior Vice President

STATE OF MISSOURI
CITY OF ST. LOUIS

I, the undersigned, a Notary Public in and for said City in said State, hereby certify that William R. Werner, whose name as Senior Vice President of Spardee’s Realty, Inc., an Alabama corporation, successor by merger to Spardee’s Realty, Inc., a Delaware corporation, is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, as such officer and with full authority executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal as of June 13, 2002.


Notary Public



“BUYER”

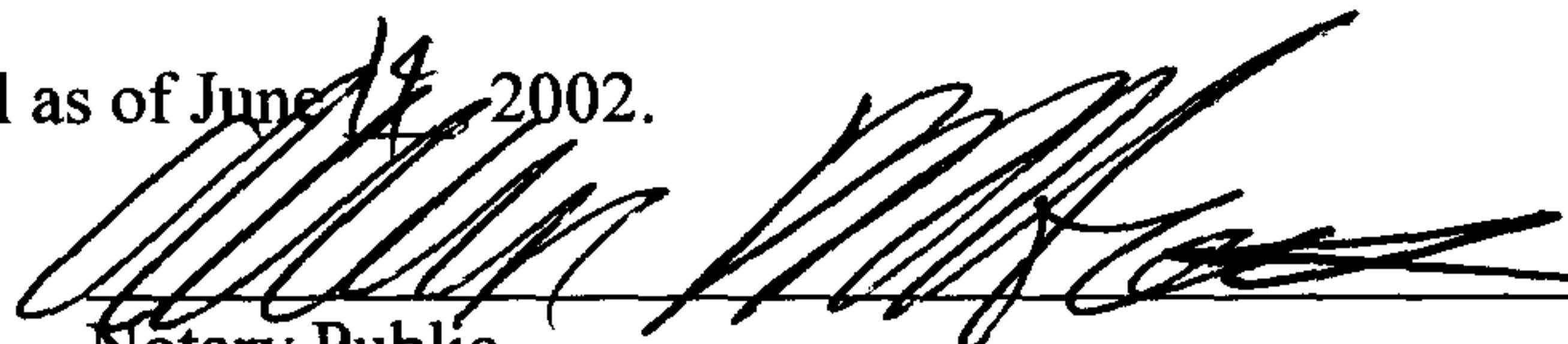
BDB PROPERTIES SOUTHLAKE, LLC

By: Beverly D Bass
Printed Name: Beverly D Bass
Title: Managing Member

STATE OF Alabama
COUNTY OF Telferson

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Beverly D. Bass, whose name as Managing Member of BDB Properties Southlake, LLC, an Alabama limited liability company, is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, as such member and with full authority executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal as of June 14 2002.



Notary Public

and liabilities of the Seller under the Agreement. In addition to the foregoing, the parties hereto acknowledge and agree that Seller shall have all other rights and remedies available at law and/or in equity in connection with any failure or alleged failure by Buyer to comply with the terms and provisions of this Assignment.

3. This Assignment may be executed in any number of counterparts, and shall be binding upon and inure to the benefit of the parties specified herein, their legal representatives, successors and assigns.

4. This Assignment may be modified or amended only upon the mutual written consent of the parties hereto or their respective successors and assigns.

[Remainder of page intentionally left blank. Signatures on the following pages]

EXHIBIT A

Lot 2, according to the Survey of Village on Valleydale at Southlake, as recorded in Map Book 11, page 84, in the Probate Office of Shelby County, Alabama.