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TRANSFER AND ASSIGNMENT OF LIMITED PARTNERSHIP INTEREST
IN TURTLE LAKE LTD., AN ALABAMA LIMITED PARTNERSHIP

THIS TRANSFER AND ASSIGNMENT is made by JEANNE R. CABRAL (the "Assignor") to DR. JOHN E. CABRAL (the "Assignee").

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WITNESSETH:

WHEREAS, Assignor together with Assignee is a Limited Partner of Turtle Lake, Ltd., an Alabama limited partnership (the "Partnership");

WHEREAS, in accordance with the terms of Article XI of the Restated and Amended Agreement and Certificate of Limited Partnership (the "Partnership Agreement") for the Partnership, Assignor wishes to transfer and assign her interest in certain units of limited partnership interest (the "Units") in the Partnership to Assignee as evidenced hereinbelow;

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

1. Assignor hereby transfers, assigns, sells and conveys unto Assignee her interest in five (5) Units in the Partnership previously owned in joint tenancy with Assignee and Assignee hereby agrees to assume all obligations of a Limited Partner in the Partnership with respect to the entirety of the five (5) units. Assignee further agrees to be bound as a Limited Partner by all terms and conditions of the Partnership Agreement. Assignee hereby accepts full responsibility for and agrees to pay that certain promissory note dated May 29, 1986, payable to the Partnership in the original principal amount of \$ 142,400.00, and hereby indemnifies and holds Assignor harmless from any claim made against Assignor as a co-maker of the aforementioned Note by any holder thereof.

2. Assignor represents and warrants to Assignee that she is the owner of the interest in the Units being conveyed and that she has the right to transfer and assign her interest in the Units to Assignee free and clear of any security interests, liens or other encumbrances.

3. Assignee represents and warrants as follows:

(i) that he has received and reviewed a copy of the Private Placement Memorandum prepared for the Offering by the Partnership and that the investment was offered to him by means of the Private Placement Memorandum and was not offered and sold to him by means of any form of general solicitation or general advertising;

(ii) that he will acquire these securities for his own account, for investment purposes only and not with a view to sale or distribution thereof, in whole or in part;

DAS A. BORDEN & COMPANY

Suite 200, Alabama Federal Building, Muscle Shoals, Alabama 35661

(iii) that he can bear the economic risks of the investment for an indefinite period of time and at the present time can afford a complete loss of such investment;

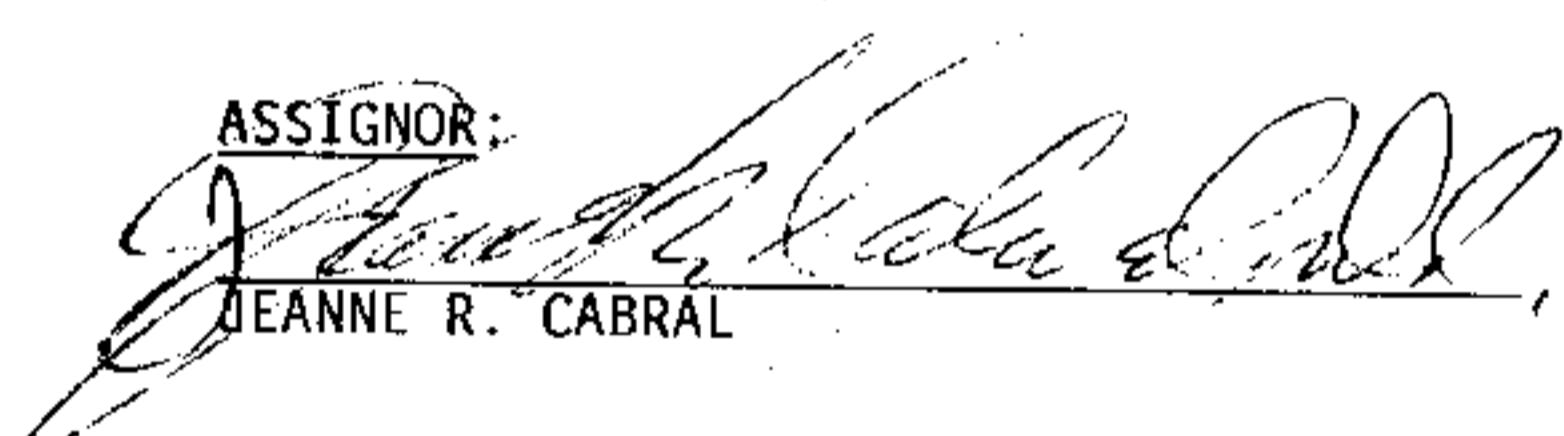
(iv) that he meets and expects to continue to meet the suitability requirements set forth in the Private Placement Memorandum; and

(v) that he has such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of an investment in the Partnership or that he and his investment advisor or purchaser representative have such knowledge and experience in financial and business matters that they are capable of evaluating the merits and risks of an investment in the Partnership.

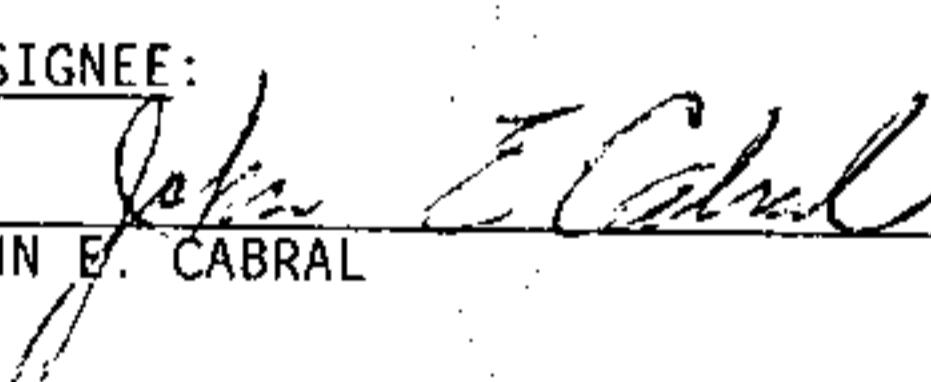
4. The effective date of this transfer and assignment shall be September 9, 1987.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of May 9, 1988.

ASSIGNOR:


JEANNE R. CABRAL

ASSIGNEE:


JOHN E. CABRAL

TRANSFER APPROVED:

DAS A. BORDEN & COMPANY
~~Managing~~ General Partner
of the Partnership

By: L. Das A. Borden

Title: President

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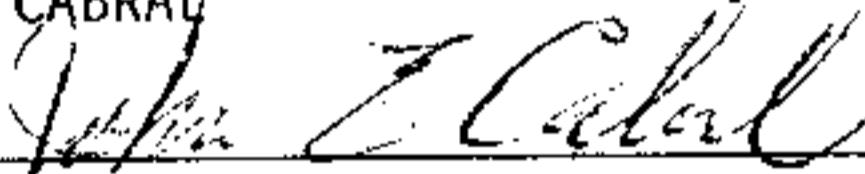
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SUBSTITUTED LIMITED PARTNER SIGNATURE PAGE TO
AN ADMISSION AMENDMENT TO THE
AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP FOR
TURTLE LAKE, LTD., AN ALABAMA LIMITED PARTNERSHIP

The undersigned, desiring to become a Limited Partner in Turtle Lake, Ltd., an Alabama limited partnership (the "Partnership") in accordance with the terms of the Partnership's Agreement and Certificate of Limited Partnership (the "Agreement"), hereby executes this Substituted Limited Partners Signature Page and authorizes the attachment of this executed Signature Page to an Admission Amendment to the Agreement, which actions shall evidence the undersigned's consent to and agreement to be bound by the terms of the Agreement. As a part of such Agreement, the undersigned represents and warrants that the principal place of residence of the undersigned is shown below.

Limited Partner:

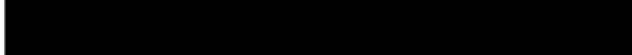
JOHN E. CABRAL



Print Name: John E. Cabral

Address: John E. Cabral
512 Dauphine St

Number of Units Purchased: The joint tenant interest previously owned by Jeanne R. Cabral in five (5) Units. John E. Cabral now owns five (5) Units total.

Social Security Number for John E. Cabral: 

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STATE OF ALABAMA
NOTARY PUBLIC IN AND FOR THE
JUDGE OF PROBATE
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STATE OF ALABAMA

COUNTY OF JEFFERSON

Before me, the below Notary Public in and for the above County and State, duly commissioned and sworn, personally appeared John E. Cabral, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she voluntarily executed the same for the purposes and consideration therein expressed.

Given under my hand and official seal this 9 day of May, 1988.


Notary Public

My Commission expires: 4/27/91

(NOTARIAL SEAL)

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