

STATE OF ALABAMA)

JEFFERSON COUNTY)

ASSIGNMENT OF REAL ESTATE AGREEMENT OF SALE AND LEASES

THIS ASSIGNMENT of the Real Estate Agreement of Sale made this 26th day of February, 1988, by CHAR-TER INVESTMENTS, an Alabama general partnership (the "Assignor"), in favor of SOUTHLAKE VILLAGE, LTD. an Alabama limited partnership (the "Assignee").

W I T N E S S E T H:

WHEREAS:

(a) The Assignor is a party to that certain Real Estate Agreement of Sale dated October 6, 1987 (the "Agreement") between the SOUTHLAKE PROPERTIES, as Seller and CHAR-TER INVESTMENTS and BRUNO'S, INC., as Purchasers, covering certain real property situated in Jefferson County, Alabama, and more particularly described as: *Shelby*

Lot 3, and an undivided one-half (1/2) interest in and to Lots 1 and 2, according to the Survey of Village on Valleydale at Southlake, as recorded in Map Book 11, Page 44 in the Probate Office of Shelby County, Alabama.

(b) During the time that Assignor held its interest under the Agreement, Assignor entered into two (2) lease agreements, as follows (collectively the "Leases"):

(i) Lease Agreement with Big B, Inc., dated February 4, 1988 with respect to a 9,000 square foot storeroom to be constructed; and

(ii) Lease Agreement with Selco, Inc., dated December 28, 1987 with respect to a 2,400 square foot storeroom to be constructed.

(c) The Assignor desires to transfer and assign to the Assignee all of the Assignor's right, title and interest in and to the Agreement and in and to each of the Leases, Assignee is willing to accept such Assignment and assume all Assignor's obligations under the Agreement and the Leases.

NOW THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, the Assignor does by these presents SELL, ASSIGN, TRANSFER and CONVEY to the Assignee

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(i) all of the Assignor's right, title and interest in and to the Agreement, including without limitation, the Assignor's rights under the Agreement to purchase said real property; and (ii) all of Assignor's right, title and interest as landlord under the Leases, and each of them, including without limitation, all of Assignor's rights under the Leases to collect rent from the respective tenants; and the Assignor does hereby assume all of Assignor's respective duties and obligations under the Agreement and the Leases from and after the date of this Assignment.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed on the day and year first above written.

ASSIGNOR:

CHAR-TER INVESTMENTS, an Alabama
general partnership

By: Carter L. Cooper
Its: General Partner

By: Charles Grelier
Its: General Partner

ASSIGNEE:

SOUTHLAKE VILLAGE, LTD., an Alabama
limited partnership

By: Char-ter Investments
Its General Partner

By: Charles Grelier
Charles Grelier
General Partner

By: Carter L. Cooper
Carter L. Cooper
General Partner

Bruno's, Inc., as one of the parties to the Agreement described above, does hereby agree to the assignment to Southlake Village, Ltd.

BRUNO'S, INC.

By: Angelo Bruno

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that CARTER L. COOPER and CHARLES GRELIER, whose names as general partners of Char-Ter Investments, an Alabama general partnership, are signed to the foregoing Assignment and who are known to me, acknowledged before me on this day that, being informed of the contents of the Assignment, they, in their capacity as such general partners, executed the same voluntarily on the day the same bears date.

Given under my hand this the 24th day of February, 1988.

Marsha D. Rutley Cain
Notary Public

My Commission Expires: 4/18/88

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that CARTER L. COOPER and CHARLES GRELIER whose names as general partners of Char-Ter Investments, an Alabama general partnership, in its capacity as the general partner of Southlake Village, Ltd., an Alabama general partnership, are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance:

(i) they, as General Partners of Char-Ter Investments, executed the same voluntarily on the day the same bears date, for and as the act of Char-Ter Investments; and

(ii) Char-Ter Investments, as General Partner of Southlake Village, Ltd., executed the same for and as the authorized act of Southlake Village, Ltd., on the day the same bears date.

Given under my hand and official seal this 24th day of February, 1988.

Marsha D. Rutley Cain
Notary Public

My Commission Expires: 4/18/88

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

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JUDGE OF PROBATE

1. Deed Tax	\$ 74.00
2. Mtg. Tax	\$ 7.50
3. Recording Fee	\$ 3.00
4. Indexing Fee	\$ 1.00
5. No Tax Fee	\$ 1.00
6. Certified Fee	\$ 1.00
Total	\$ 88.50