

This instrument prepared by:
Charles A. J. Beavers, Jr.
Bradley, Arant, Rose & White
2001 Park Place, Suite 1400
Birmingham, Alabama 35203

Inst # 1996-05607

STATE OF ALABAMA)

SHELBY COUNTY)

COLLATERAL ASSIGNMENT

This Collateral Assignment is entered into this 16th day of February, 1996, by and between Twin Pines, Inc., an Alabama corporation ("Assignor") and the Estate of John Robert Saunders, Jefferson County Probate Court Case #151646 ("Assignee").

WITNESSETH:

Assignor is the holder of a mortgage loan (the "LeRoux Loan") from John S. LeRoux and Robert J. LeRoux ("Borrowers") in the original principal amount of Four Hundred Thousand and No/100 Dollars as evidenced and secured by the following documents (the "LeRoux Loan Documents"); and

- (a) That certain Promissory Note from Borrowers to Assignor in the principal amount of \$400,000.00 of even date herewith;
- (b) That certain Real Estate Mortgage of even date herewith executed by Borrowers, as mortgagors, and delivered to Assignor, as mortgagee, and recorded as Instrument #1996-5605, in the Office of the Judge of Probate of Shelby County, Alabama, together with all indebtedness secured thereby and all interest of Assignor in and to the lands and property conveyed by said mortgage;
- (c) That certain UCC-1 Financing Statement of even date herewith executed by Borrowers, as debtors, and delivered to Assignor, as secured party, and recorded as Instrument #1996-5606, in said Probate Office;

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SHELBY COUNTY JUDGE OF PROBATE
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- (d) That certain UCC-1 Financing Statement of even date herewith executed by Borrowers, as debtors, and delivered to Assignor, as secured party, and recorded in the Office of the Secretary of State of the State of Alabama;
- (e) That certain Loan Agreement of even date herewith between Borrowers and Assignor;
- (f) That certain Collateral Assignment of Agreements, Licenses and Revenues of even date herewith from Borrowers to Assignor;
- (g) That certain Guaranty Agreement of even date herewith from Leroux Entertainment Corporation of America and Robert L. Leroux to Assignor;
- (h) That certain Alternative Dispute Resolution Agreement of even date herewith among Guarantors, Borrowers and Assignor; and
- (i) Any and all other documents given by Borrowers to secure the LeRoux Loan

Assignee has made a loan (the "Twin Pines Loan") to Assignor in the amount of \$140,000.00 which is evidenced by a promissory note of even date herewith and other instruments executed in connection therewith. Assignor has agreed to collaterally assign to Assignee the LeRoux Loan to secure the repayment of the outstanding balance under the Twin Pines Loan, subject to the conditions set forth hereinbelow.

NOW, THEREFORE, in consideration of the foregoing recitals, Ten Dollars, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor does hereby, subject to the conditions and limitations set forth hereinbelow, assign, grant, bargain, sell, convey, transfer and set over to Assignee, its successors and assigns, all of its right and interest in and to the LeRoux Loan Documents and in the income and distributions of every kind and nature with respect thereto up to the outstanding balance of the Twin Pines Loan, and Assignor does hereby, subject to the conditions and limitations set forth hereinbelow, irrevocably appoint Assignee and its successors and assigns as its true and lawful attorney in fact with power of substitution and revocation, to demand and receive any income or distributions owing to it under the LeRoux Loan and to take such actions as are appropriate and necessary for the recovery of the money due or to become due to it with respect to the LeRoux Loan.

This assignment is given subject to the following conditions and limitations:

1. Any payments or distributions received by Assignor from Borrowers shall be paid by Assignor to Assignee for so long as there remains an outstanding balance owing under the Twin Pines Loan.

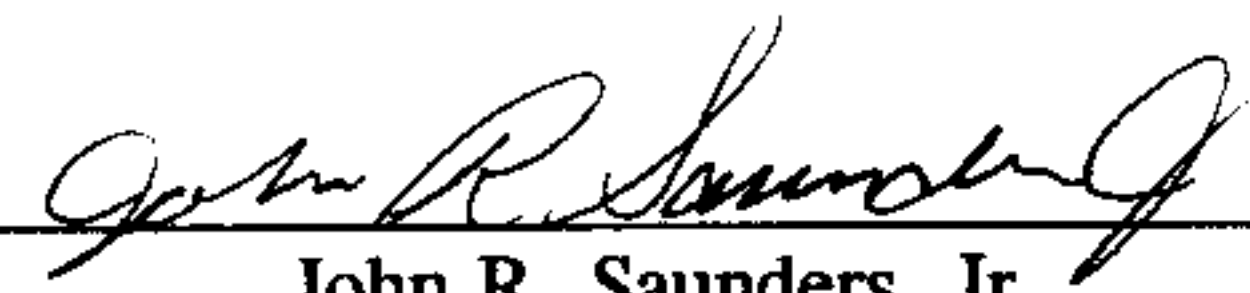
2. Upon the full payment of the balance owing under the Twin Pines Loan, this assignment shall be and become null and void and shall be released of record.

Assignor acknowledges and agrees that the provisions of this instrument shall in no manner create a partnership between Assignor and Assignee nor obligate Assignee for any obligations of Assignor.

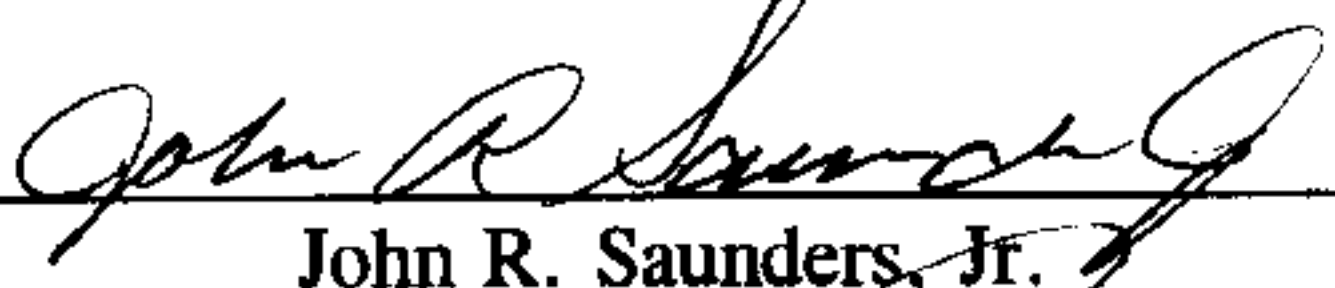
All of the covenants and agreements herein made by Assignor shall bind its successors and assigns, and every right and privilege herein given to Assignee shall inure to the benefit of Assignee and its successors and assigns.

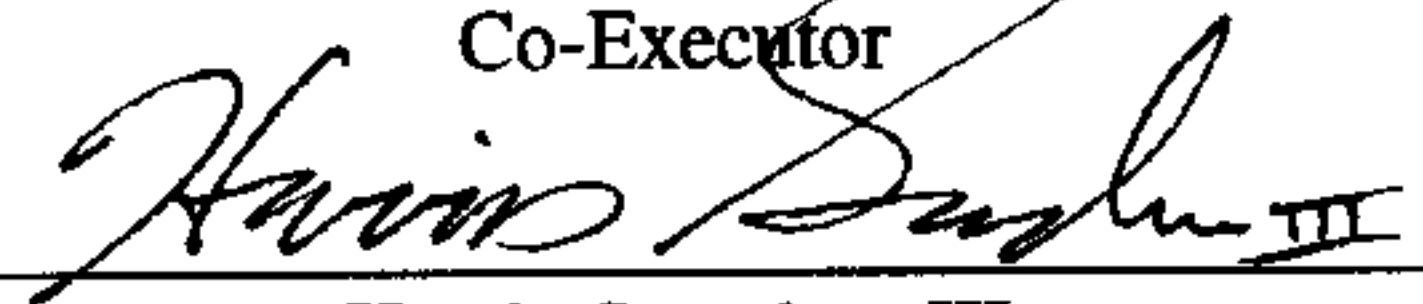
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized officers as of the 16th day of February, 1996.

TWIN PINES, INC.

By: 
John R. Saunders, Jr.
Its President

ESTATE OF JOHN ROBERT SAUNDERS,
JEFFERSON COUNTY PROBATE COURT
CASE #151646

By: 
John R. Saunders, Jr.
Co-Executor

By: 
Harris Saunders III
Co-Executor

STATE OF ALABAMA

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JEFFERSON COUNTY

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I, the undersigned, a notary public in and for said county in said state, hereby certify that John R. Saunders, Jr., whose name as President of Twin Pines, Inc., an Alabama 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, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 16th day of February, 1996.

Edna Canell

Notary Public

[NOTARIAL SEAL]

My commission expires:

5/16/98

STATE OF ALABAMA

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JEFFERSON COUNTY

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I, the undersigned, a notary public in and for said county in said state, hereby certify that John R. Saunders, Jr. and Harris Saunders III, whose names as Co-Executors of the Estate of John Robert Saunders, Jefferson County Probate Court Case #151646, 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, in their capacity as such co-executors, executed the same on the day the same bears date.

Given under my hand and official seal this the 16th day of February, 1996.

Edna Canell

Notary Public

[NOTARIAL SEAL]

My commission expires:

5/16/98

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