

STATE OF ALABAMA)

SHELBY COUNTY)

ASSIGNMENT OF INTEREST IN
GINGO-MORGAN PARK, AN ALABAMA GENERAL PARTNERSHIP

KNOW ALL MEN BY THESE PRESENTS, That:

WHEREAS, on April 23, 1982, Myra Jo Gingo and Morgan Park, Ltd., an Alabama Limited Partnership, entered into that certain General Partnership Agreement of GINGO-MORGAN PARK, an Alabama General Partnership (hereinafter referred to as the "Partnership"), and

WHEREAS, by that certain Assignment of Interest dated September 21, 1983, and recorded in Book 350, at Page 368, Myra Jo Gingo did assign her interest in the Partnership to Cherrie Dale Gingo Niven (hereinafter referred to as "Niven"); and

WHEREAS, Cherrie Dale Gingo Niven desires to transfer and assign all of her right, title and interest in GINGO-MORGAN PARK, an Alabama General Partnership, to Myra Jo Gingo and McRay Gingo (hereinafter referred to as "Gingo"); and

WHEREAS, Article 8 of the General Partnership Agreement provides:

8. **SALE OF PARTNERSHIP INTEREST.** No Partner shall, without the written consent of the other Partner, sell, assign or otherwise transfer any or all of his interest in the partnership; and any purported sale, assignment or transfer of a partnership interest in contravention of such provision shall be null and void and of no force and effect.

and,

WHEREAS, the undersigned Morgan-Park, Ltd. has consented to Niven's interest in said Partnership being transferred and assigned to Gingo.

NOW, THEREFORE, in consideration of the premises, the sum of One (\$1.00) Dollar and other good and valuable consideration, in hand paid to Niven by Gingo, the receipt, adequacy and sufficiency whereof is hereby acknowledged, the undersigned do covenant and agree as follows:

1. Niven does hereby transfer, assign, set over and deliver all of her interest and claim in and to the Partnership known as GINGO-MORGAN PARK, including, but not limited to, all assets of said Partnership, including real, personal and mixed property and the goodwill thereof, to Gingo.

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2. Gingo does hereby assume all of the obligations and liabilities of Niven created by and arising out of said General Partnership Agreement.

3. Gingo does hereby acknowledge and agree that they shall, from the date of the execution of this instrument, be a general partner in said GINGO-MORGAN PARK to the same extent as if they had been named a general partner in said General Partnership Agreement on April 23, 1982.

4. The undersigned Morgan Park, Ltd. does hereby join in the execution of this Assignment for the purpose of consenting to the assignment and transfer of all the interest of Niven in said General Partnership to Gingo.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on this the 10th day of November, 1998.

WITNESSES:

Lorine S. Cantrell

Cherrie Dale Gingo Niven
Cherrie Dale Gingo Niven

Lorine S. Cantrell

Myra Jo Gingo
Myra Jo Gingo

Lorine S. Cantrell

McRhy Gingo
McRhy Gingo

Lorine S. Cantrell

Morgan-Park, Ltd.

By:

Robert W. Bone
Robert W. Bone, General Partner

Lorine S. Cantrell

By: Chenault Investment Co., Inc.
General Partner

By:

Benford L. Chenault
Benford L. Chenault
As its: President

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