

LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made and entered into the 8<sup>th</sup> day of August, 2000, by and between Mildred V. Green, an individual (the "Assignor") and Green Realty, Ltd. (the "Assignee").

R E C I T A L S:

A. Assignor has agreed to sell and assign to Assignee all of her right, title and interest in and to the leases (the "Leases") on the real property described in Lease Agreement dated August 17, 1995 between the Assignor (the "Lessor") and Superior Bar & Grill, Inc. (the "Lessee") (the "Leased Premises"), subject to the terms of the Leases and this Agreement.

B. Assignor and Assignee have agreed, in connection with the assignment of the Leases, that Assignee would assume the obligations of Assignor under the Leases.

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

1. Assignment. Assignor hereby assigns to Assignee all of his right, title and interest in the Leases.

2. Assumption. Assignee hereby accepts the foregoing assignment of the Leases and assumes and agrees to perform and observe all obligations and covenants of Assignor under the Leases to be performed or observed on or after the Effective Date.

3. Miscellaneous.

(a) Except as otherwise provided herein, nothing in this Agreement shall be deemed to waive or modify any of the provisions of the Leases.

(b) The provisions of this Agreement shall bind and inure to the benefit of the successors and assigns of the parties hereto.

(c) Assignor warrants to Assignee that it has not heretofore assigned, mortgaged or otherwise transferred, amended or encumbered, voluntarily or involuntarily, the Leases or her interest therein.

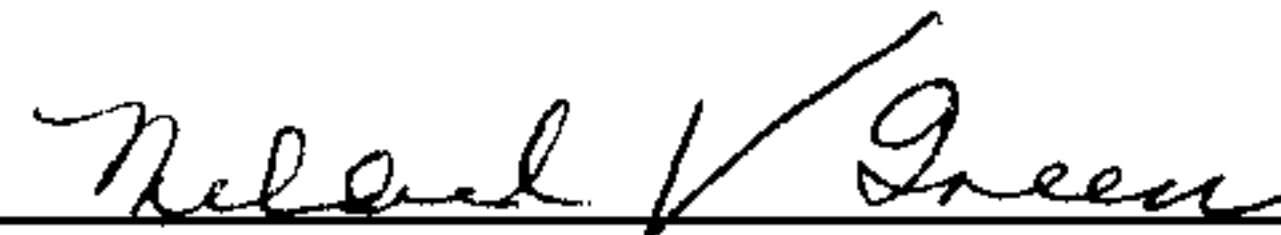
(d) This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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SHELBY COUNTY JUDGE OF PROBATE  
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(e) Assignee's address for notices shall be 2416 Country Club Lane, Birmingham, Alabama 25233, unless changed in accordance with the Leases.

IN WITNESS WHEREOF, the parties hereto have respectively caused their duly authorized representatives to sign and seal this Agreement as of the day and year first above written.


ASSIGNOR:

  
Mildred V. Green

ASSIGNEE:

GREEN REALTY, LTD.

By: Green Realty, Inc.  
Its General Partner

By:   
Maurice O.V. Green  
Its President

LEITMAN, SIEGAL & PATRICK, P.C.  
600 NORTH 20th STREET  
SUITE 400  
BIRMINGHAM, AL 35203

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