

STATE OF ALABAMA)
)
SHELBY COUNTY)

ASSIGNMENT OF INTEREST IN LIMITED PARTNERSHIP

THIS ASSIGNMENT OF INTEREST in Longview Farms Limited Partnership, an Alabama Limited Partnership, made and entered into this 17th day of January, 2001, by and among Mary Ellen Murphy ("Assignor") and those individuals and entities listed on Schedule A attached ("Assignees"), as follows:

WITNESSETH:

WHEREAS, Longview Farms Limited Partnership, an Alabama Limited Partnership (hereinafter referred to as the "Limited Partnership"), was created on October 1, 1999; and

WHEREAS, Assignor owns 2 General Partnership Units and 35 Limited Partnership Units (the "Units") in the Limited Partnership; and

WHEREAS, Assignor desires to transfer a portion of her said Units (the "Interest") to Assignees, and Assignees desire to accept the said Interest;

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby agree and bind themselves as follows:

1. Pursuant to the Agreement of Limited Partnership of Longview Farms Limited Partnership ("Agreement"), and for and in consideration of the sum of One and No/ 100 Dollars (\$1.00), the receipt of which is hereby acknowledged, Assignor does hereby assign, transfer, and set over unto each Assignee the Interest set forth opposite each name, as follows:

<u>NAME</u>	<u>LIMITED PARTNERSHIP UNITS:</u>
W. Dennis Murphy, Jr.	3-1/2
Mary Jo Murphy	3-1/2

free and clear of all claims, liens, charges or encumbrances of any kind. Assignees hereby agree that they will assume all of the obligations, rights and responsibilities of the Assignor with respect to the ownership of said transferred interest.

2. Warranties: Assignor hereby covenants, represents and warrants as follows:

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- a. The Interest conveyed hereby is free and clear of all liens, charges and encumbrances and is not subject to any restrictions with respect to its transferability, except as set forth in the Agreement;
 - b. Assignor has full power and authority to sell, transfer, assign and deliver said Interest to the Assignees;
 - c. There are no actions, suits or proceedings pending against the Assignor at law or in equity, relative to or affecting the sale or transfer of such Interest under this Agreement; and the Assignor does not know of and has no reasonable grounds to know of any justification for any such action, suit or proceedings;
 - d. Pursuant to the transfer of said portion of the Interest hereunder, the Assignees shall receive good and marketable title to said Interest.
3. In further consideration of the premises and the mutual covenants of the parties, Assignor does hereby release, acquit and forever discharge the Assignees, their heirs and assigns, from any and all claims, demands, damages, actions or causes of action, obligations, responsibilities liabilities and debts, of any nature whatsoever, whether known or unknown, suspected or unsuspected, which have arisen as a result of any prior act or actions or which may arise at any time in the future with respect to any said act or actions, or relating to and arising out of Assignor's ownership of the Interest.
4. Schedule "A" to the Agreement shall be amended and restated in its entirety in the manner set forth on Schedule "A" attached hereto and made a part hereof as if fully incorporated herein, to reflect the names, mailing addresses, and Units of each Partner and Assignee by virtue of this Assignment and other assignments made as of this date.
5. The Assignees, as of this date, have received the Interests set forth herein which are subject to the terms and provisions of the original Partnership Agreement dated October 1, 1999, and, by their signature to this Assignment, hereby agree to be bound by the terms and provisions of the Agreement, as it may be amended from time to time, in the same manner and to the same extent as if they had been an original party to the said Agreement.
6. This Assignment shall be binding upon and shall inure to the benefit of the heirs and assigns of each of the parties hereto.
7. The construction, validity and enforcement of this Assignment shall be determined according to the laws of the State of Alabama.

IN WITNESS WHEREOF, the undersigned have executed this Assignment
effective this the 17th day of January, 2001.

Mary Ellen Murphy
Mary Ellen Murphy

(ASSIGNOR)

William Dennis Murphy, Jr.
W. Dennis Murphy, Jr.

Mary Jo Murphy
Mary Jo Murphy

(ASSIGNEES)

CONSENT OF MEMBERS

I, the undersigned, as the General Partner of Longview Farms Limited Partnership,
hereby consent to the foregoing Assignment dated January 17th, 2001.

Dated this 17th day of January, 2001.

Mary Ellen Murphy
Mary Ellen Murphy

SCHEDULE A
As of Jan 17th, 2001

CAPITAL CONTRIBUTIONS AND PARTNERSHIP INTEREST

**NAME OF
PARTNERS**

**PARTNERSHIP
UNITS**

General Partners:

Mary Ellen Murphy	2
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Limited Partners:

Mary Ellen Murphy	28
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William Dennis Murphy	28
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W. Dennis Murphy, Jr	21
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Mary Jo Murphy	21
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