


ASSIGNMENT AGREEMENT  
20030811000525520 Pg 1/4 20.00  
Shelby Cnty Judge of Probate, AL  
08/11/2003 13:21:00 FILED/CERTIFIED

This Assignment Agreement (the "Agreement") is dated January \_\_, 2003 by and between Eagle Supply, Inc. ("Eagle") and GC Spring Lake Manor, L.P., a Delaware Limited Partnership, GC Twin Gates East, L.P., a Delaware Limited Partnership, and GC High River, L.P., a Delaware Limited Partnership (collectively "Equity").

WHEREAS, on or about July 8, 2002 and/or August 13, 2002, Eagle filed in Tuscaloosa County, Alabama Claims, Statements and/or Notices of Liens or Mechanic's Liens, against High River Apartment Associates, Ltd. and NHP High River L.P., respectively, otherwise recorded at 2002 2010 et seq. and 2002 2417 et seq. in the Office of the Judge of Probate for Tuscaloosa County, Alabama; and

WHEREAS, on or about June 14, 2002 and/or June 28, 2002, Eagle filed in Jefferson County, Alabama Claims, Statements and/or Notices of Liens or Mechanic's Liens, otherwise recorded at 200208/5309 et seq., 200209/2234 and 200209/2236 et seq. in the Office of the Judge of Probate for Jefferson County, Alabama; and

WHEREAS, on or about August 30, 2002, Eagle filed suit in Jefferson County, Alabama, styled and numbered *Eagle Supply, Inc. v. Robert Guy d/b/a Robert Guy Roofing, et al.*, CV-02-4184 and, on or about August 8, 2002, Eagle filed suit in Tuscaloosa County, Alabama, styled and numbered *Eagle Supply, Inc. v. Robert Guy d/b/a Robert Guy Roofing and NHP High River, L.P. a/k/a High River Apartments Associates, Ltd. a/k/a High River Apartments*, CV-02-1118 (collectively the "Civil Actions"); and

WHEREAS, on October 18, 2002, a default judgment in favor of Eagle on Eagle's claims against Robert Guy d/b/a Robert Guy Roofing was entered in the civil action described above

that was filed in Jefferson County by Eagle, and on or about September 19, 2002, a default judgment in favor of Eagle on Eagle's claims against Robert Guy d/b/a Robert Guy Roofing was entered in the civil action described above that was filed in Tuscaloosa County, Alabama by Eagle.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, the receipt and sufficiency of which the parties hereby acknowledge, Eagle and Equity agree as follows:

1.     **Assignment.** In consideration of the sum of (\$1,000.00) and other good and valuable consideration, to the fullest extent allowed by law, Eagle hereby sells, assigns, transfers and conveys to Equity, and Equity hereby acquires from Eagle, all judgments, recovery, rights of recovery, claims, demands, debts, accounts, causes of action and/or lawsuits, including the Civil Actions, which Eagle may now have against Robert Guy and/or Robert Guy d/b/a Robert Guy Roofing, including, but not limited to, claims for amount(s) due by written instrument, work, labor and materials furnished, open account, account stated, breach of contract, or any other cause of action available to Eagle for which a claim may be asserted against Robert Guy and/or Robert Guy d/b/a Robert Guy Roofing in the Civil Actions, up to the sum of \$132,995.40. It is specifically noted that this assignment shall include, but not be limited to, all rights Eagle may lawfully transfer pursuant to Alabama Code 1975 Sec. 6-9-196.

2.     **General Provisions.**

a.     **Necessary Action.** Eagle and Equity hereby agree to perform any further acts and to execute and to deliver any instruments and documents that may be reasonably necessary to carry out the provisions of this Agreement. Accordingly, Eagle and Equity hereby agree that (1) they will take all necessary steps and action to record this Agreement and any

certificate of judgment that Eagle has obtained or does obtain in the future with respect to the Civil Actions and/or Eagle's claims, causes of action and/or lawsuits against Robert Guy and/or Robert Guy d/b/a Robert Guy Roofing, as provided in Code of Alabama 1975 § 6-9-196, and (2) that, in connection with such certificate of judgment, Eagle and Equity shall cause the endorsement on the execution docket or on the margin of the record of judgment as provided in the aforementioned statute.

b. **Applicable Law.** This Agreement shall be interpreted, construed and enforced according to the laws of the State of Alabama.

c. **Severability.** If any provision of this Agreement where the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to the other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

d. **Multiple Counterparts.** This Agreement may be signed in multiple counterparts, each of which shall be deemed an original, and all so signed and executed shall be deemed one Agreement.

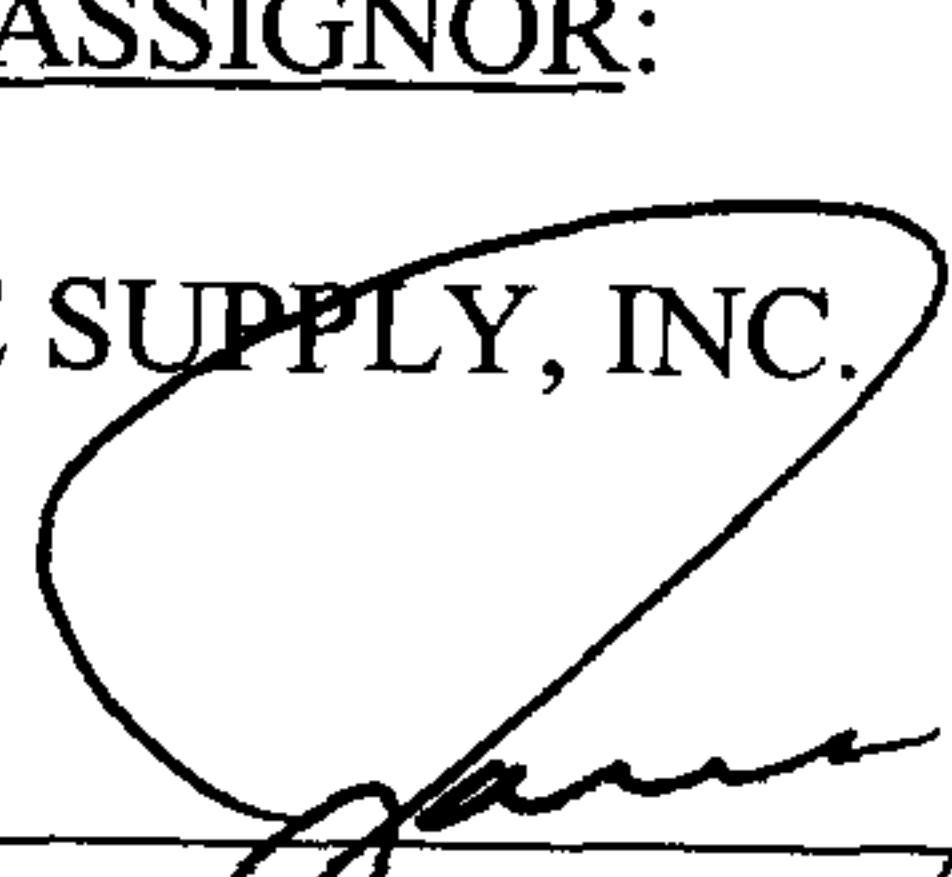
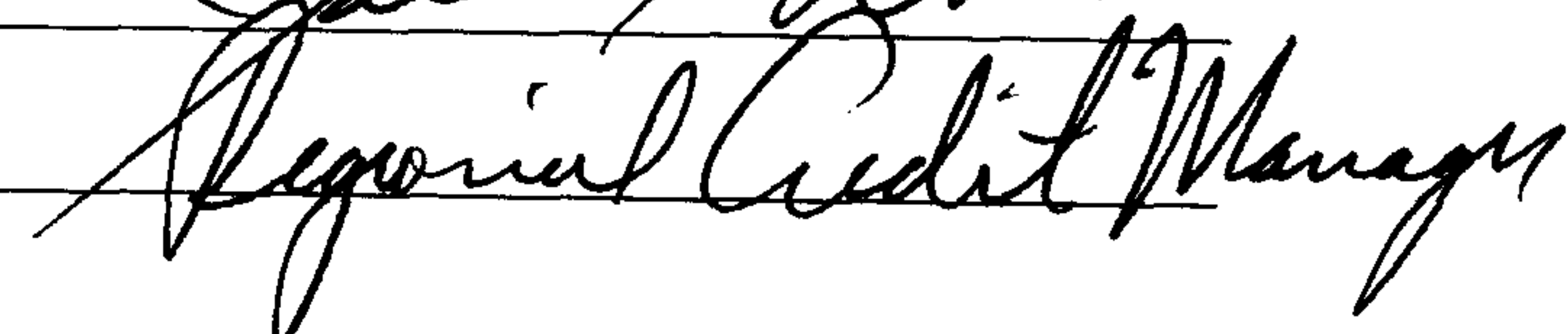
IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement on the date first above written.

ASSIGNOR:

EAGLE SUPPLY, INC.

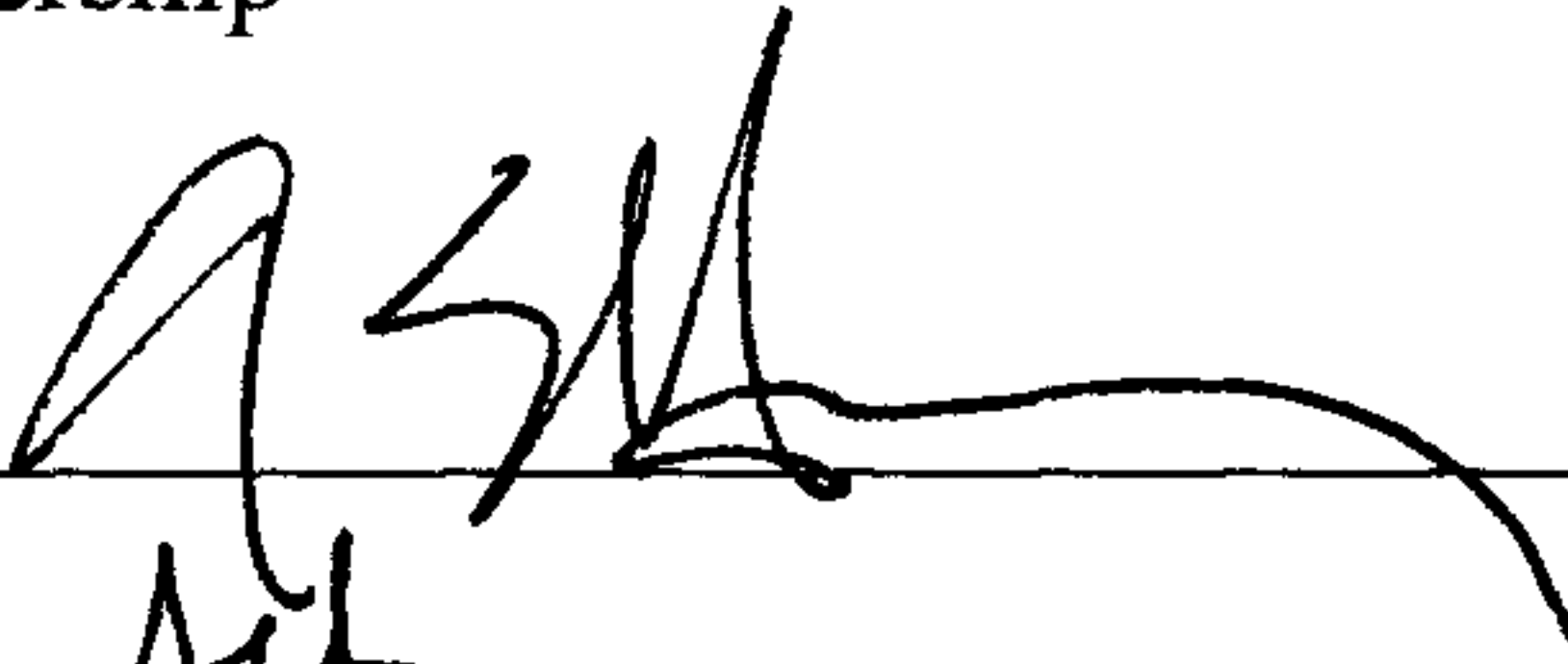
By: \_\_\_\_\_

Its: \_\_\_\_\_

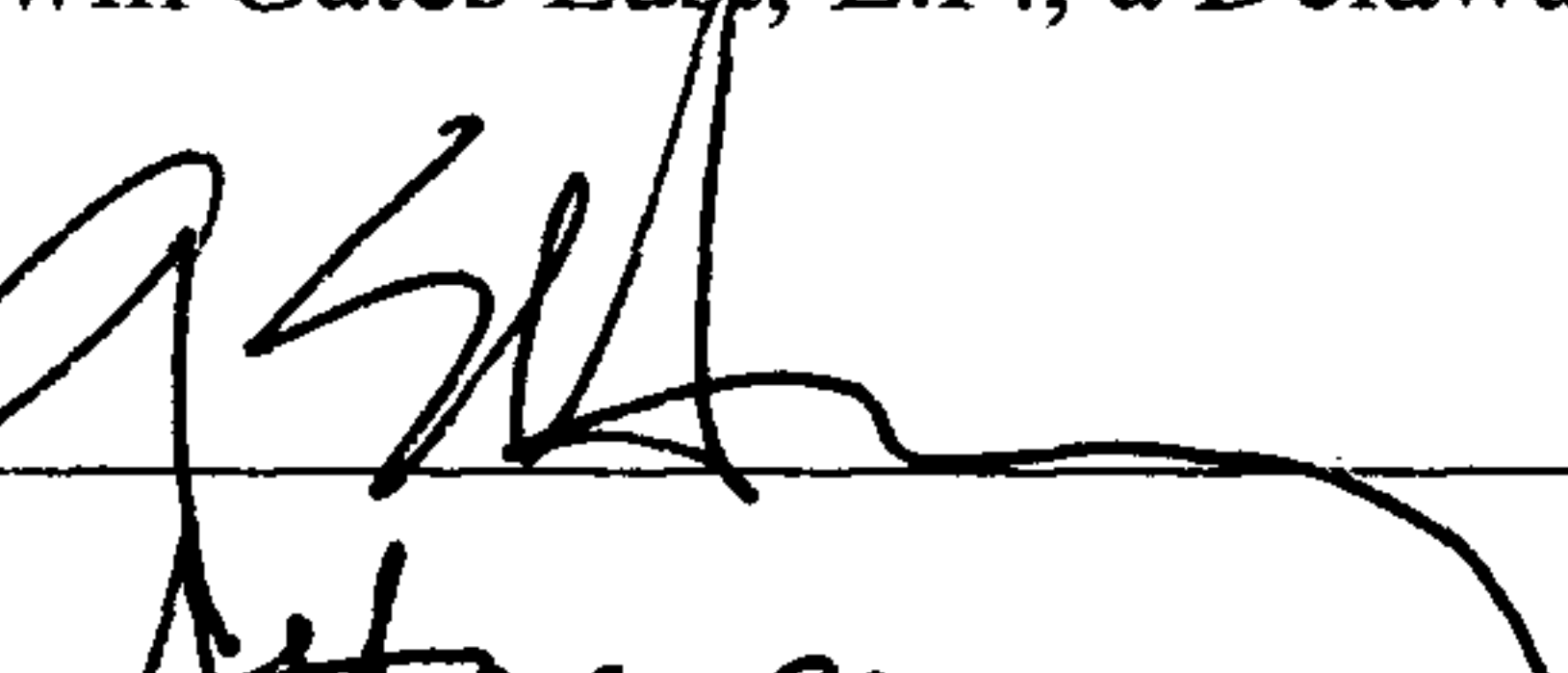
  


ASSIGNEE:

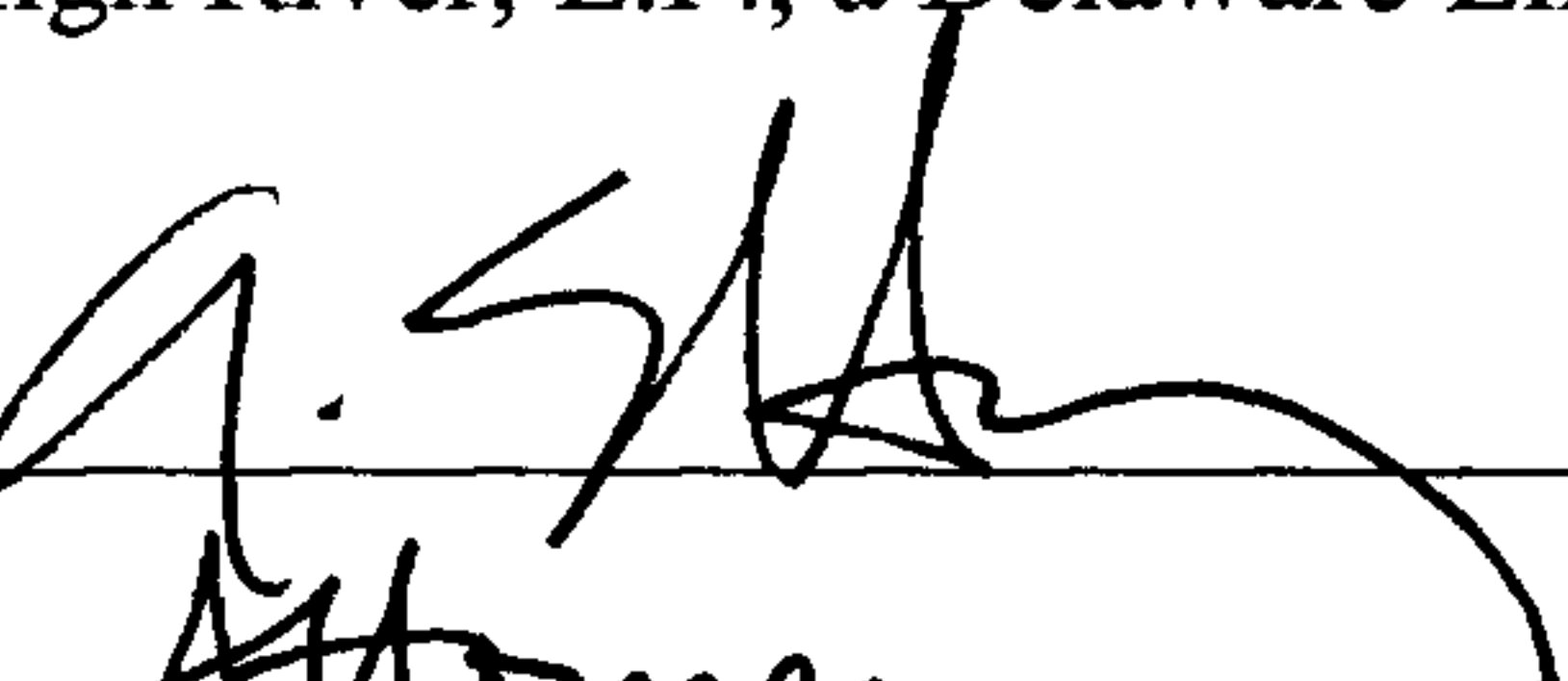
GC Spring Lake Manor, L.P., a Delaware Limited Partnership

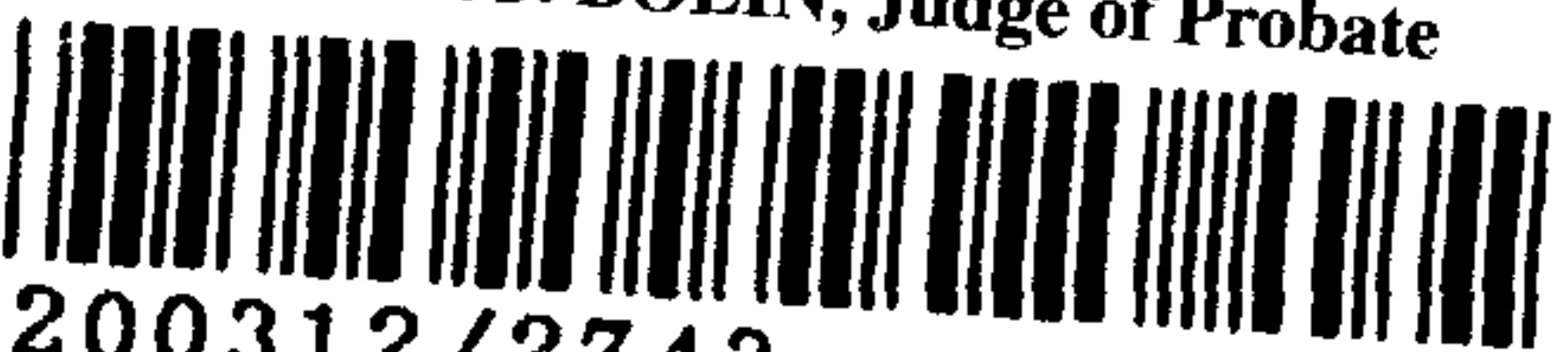
By:   
Its: Attorney

GC Twin Gates East, L.P., a Delaware Limited Partnership

By:   
Its: Attorney

GC High River, L.P., a Delaware Limited Partnership

By:   
Its: Attorney

State of Alabama - Jefferson County  
I certify this instrument filed on:  
2003 AUG 08 P.M. 12:47  
Recorded and \$  
and \$  
\$ 12.00  
Deed Tax and Fee Amt.  
Total \$ 12.00  
MICHAEL F. BOLIN, Judge of Probate  
  
200312/2743