

ASSIGNMENT OF EASEMENT

THIS ASSIGNMENT made as of the 10th day of September, 2004, by **RESOURCE MANAGEMENT SERVICE, INC.**, an Alabama corporation ("Resource") in favor of **HOLLIS/LAH, LLC**, an Alabama limited liability company ("Hollis").

RECITALS:

A. Resource previously owned Lot 2-B according to the map of Resource Center recorded in Map Book 24, Page 118 in the Office of the Judge of Probate of Shelby County, Alabama together with other property as shown on said subdivision map (the "Subdivision").

B. Pursuant to an Easement Agreement dated March 12, 1999, recorded in Instrument No. 1999-13441 with the Office of the Judge of Probate of Shelby County, Alabama, as corrected by a Scrivener's Affidavit recorded in said Office (as so corrected, the "Easement Agreement"), Resource obtained from Southmark Properties, LLC, an Alabama limited liability company, Interstate Restaurant Investors, L.L.P., an Alabama limited liability partnership, and Frank C. Ellis, Jr., as owners of Lot 1-A in the Subdivision (collectively, the "Lot 1-A Owner") an easement for signage as described in the Easement Agreement (the "Signage") on a part of Lot 1-A described in Exhibit A hereto (the "Easement Property").

C. Resource and Hollis have entered into an Easement Purchase and Sale Agreement whereby Resource will sell and convey to Hollis, and Hollis will purchase and acquire from Resource, for the consideration hereinafter set forth, Resource's rights in and to the Easement Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals and the payment of Ten Thousand Ninety and No/100 Dollars (\$10,090.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Resource hereby grants, bargains, sells, conveys and assigns to Hollis Resource's rights in the Signage and Easement Agreement.

TO HAVE AND TO HOLD UNTO Hollis, its successors and assigns forever. Such assignment is subject to the following terms which, by acceptance hereof, Hollis agrees will be binding on it and its successors and assigns:

1. The conveyance of the rights in the Easement Agreement are subject in all respects to the terms of the Easement Agreement and to all laws, rules and regulations from time to time in effect of any governing authority having jurisdiction over the Signage or the Easement Property.

2. Resource represents and warrants to Hollis, its successors and assigns that this Assignment has been duly authorized, executed and delivered pursuant to all requisite corporate action, that it is the owner and holder of the Signage and all rights pursuant to the Easement Agreement, that the Easement Agreement remains in full force and effect and has not been amended, that no rights or interests in the Signage or under the Easement Agreement have previously been granted or conveyed to any other person or entity, that this Agreement does not

violate or conflict with any other agreement of Resource, and that the Signage constructed pursuant to the Easement Agreement is located wholly within the Easement Property.

3. Hollis, its successors and assigns will be fully responsible for all obligations of the holder of the Easement Agreement that accrue from and after the date of this Assignment and will indemnify and hold Resource harmless from and against any claim or liability, and any loss, damage, cost or expense, including legal fees, relating to such claim or liability, accruing against the holder of the Easement Agreement with respect to any act, omission or event that occurs with respect to the Easement Agreement or its interest in the Signage or Easement Property from and after the date of this Assignment, other than any claim, liability, loss, damage, cost or expense resulting from any representation or warranty of Resource herein being false or any breach of any covenant of Resource herein, and Resource will indemnify and hold Hollis, its successors and assigns harmless from and against any claim or liability, and any loss, damage cost or expense, including legal fees, relating to such claim or liability, accruing against the holder of the Easement Agreement with respect to any act, omission, or event that occurs with respect to the Easement Agreement or its interest in the Signage or Easement Property prior to the date of this Assignment or that occurs as a result of any representation or warranty of Resource herein being false or any breach of any covenant of Resource herein.

4. This Assignment shall be governed by and construed in accordance with the laws of the State of Alabama.

5. This Assignment together with the Easement Agreement contains the entire agreement between the parties regarding the subject matter hereof. No modification or amendment shall be effective unless it is in writing and signed by the parties hereto, or their successors or assigns.

6. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their successions and assigns.

* * *

IN WITNESS WHEREOF, Resource has caused this Agreement to be executed as of the day and year first above written.

RESOURCE MANAGEMENT SERVICE, INC.
an Alabama corporation

BY: 
Its President

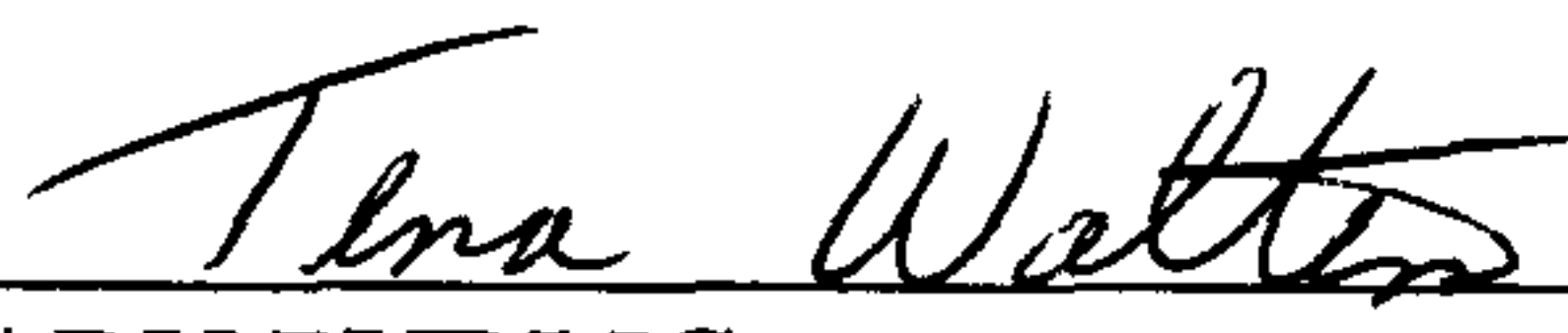
STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Bruno Fritschi, whose name as President of Resource Management Service, 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 such 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 seal, this 9th day of September, 2004.

[SEAL]


NOTARY PUBLIC
My Commission Expires: _____

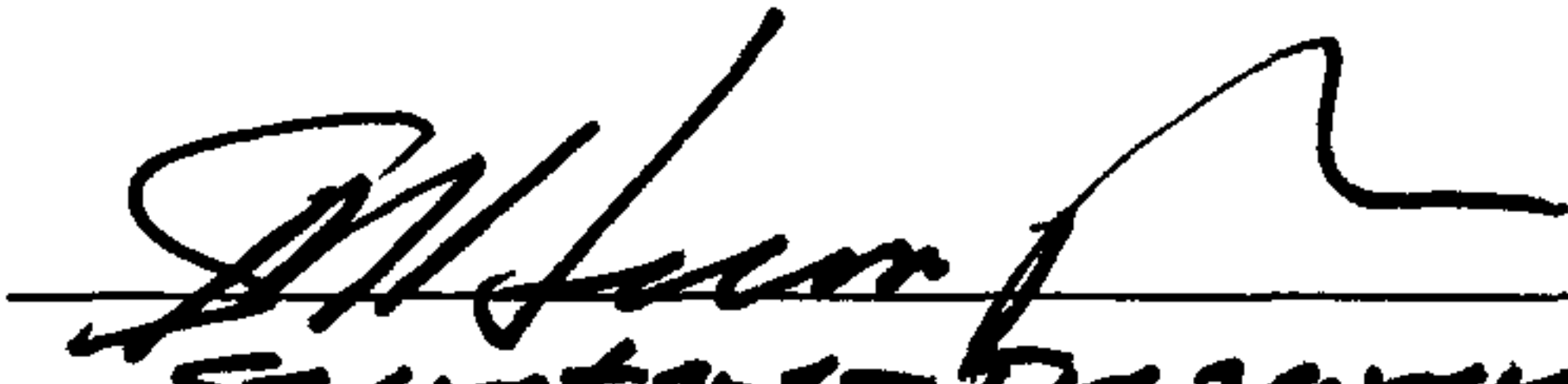
**Tena Walters
Notary Public
State of Alabama
My Comm. Expires 5-2-08**

ACCEPTED:

HOLLIS/LAH, LLC,
an Alabama limited liability company

BY: Lawrence-Arendall-Humphries Real
Estate, Inc., an Alabama corporation,
Its Manager

BY:
Its

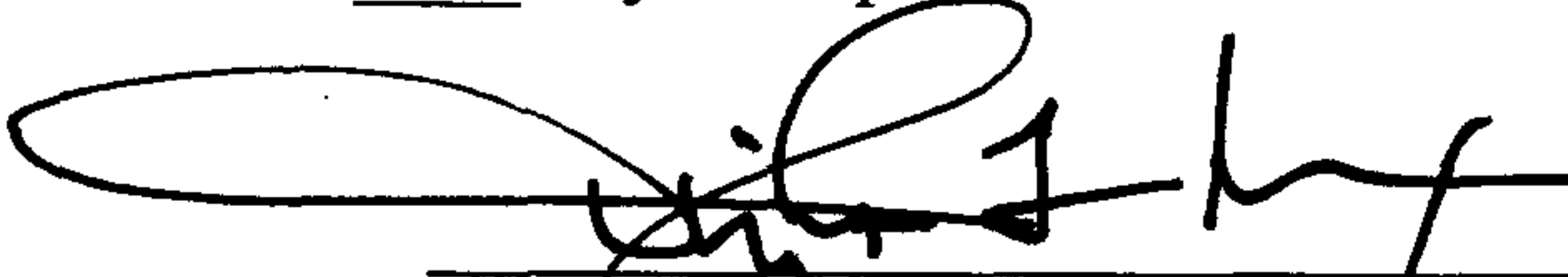

Secretary-Treasurer

STATE OF ALABAMA)
JEFFERSON COUNTY)

The undersigned, a Notary Public in and for said County in said State, hereby certify that LAH SM Humphries, whose name as Secretary-Treasurer of Lawrence-Arendall-Humphries Real Estate, Inc., an Alabama corporation, as manager of Hollis/LAH, LLC, an Alabama limited liability company, 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation acting in its capacity as manager of said limited liability company.

Given under my hand and seal this 10th day of September 2004.

[SEAL]



NOTARY PUBLIC

My Commission Expires:

1-17-08

EXHIBIT A

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 18 SOUTH, RANGE 2 WEST SHELBY COUNTY, ALABAMA AND RUN EASTERLY ALONG THE NORTH LINE OF SAID 1/4 - 1/4 SECTION FOR 839.29 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY #280; THENCE TURN 42°05'22" RIGHT AND RUN SOUTHEASTERLY ALONG SAID ROAD RIGHT OF WAY FOR 75.18 FEET; THENCE TURN 90°00'00" RIGHT AND RUN SOUTHWESTERLY ALONG SAID ROAD RIGHT OF WAY FOR 10.00 FEET; THENCE TURN 90°00'00" LEFT AND RUN SOUTHEASTERLY ALONG SAID ROAD RIGHT OF WAY FOR 185.00 FEET; THENCE TURN 90°00'00" LEFT AND RUN NORTHEASTERLY ALONG SAID ROAD RIGHT OF WAY FOR 10.00 FEET; THENCE TURN 90°01'56" RIGHT AND RUN SOUTHEASTERLY ALONG SAID ROAD RIGHT OF WAY FOR 37.12 FEET TO THE POINT OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET AND RUN ALONG THE ARC OF SAID CURVE FOR 16.09 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE ARC OF SAID CURVE AND ALONG RESOURCE CENTER PARKWAY RIGHT OF WAY FOR 22.64 FEET TO A POINT; THENCE TURN 90°00'00" RIGHT FROM THE TANGENT TO SAID CURVE AT SAID POINT AND RUN NORTHWESTERLY FOR 16.99 FEET; THENCE TURN 91°06'53" RIGHT AND RUN NORTHEASTERLY FOR 19.83 FEET; THENCE TURN 90°07'35" RIGHT AND RUN SOUTHEASTERLY FOR 7.03 FEET TO THE POINT OF BEGINNING.