

ASSIGNMENT OF RIGHTS TO USE EASEMENT

THIS ASSIGNMENT made as of the 16th day of September, 2004, between HOLLIS/LAH, LLC, an Alabama limited liability company ("Hollis") in favor of RESOURCE, L.L.C., an Alabama limited liability company ("Resource LLC").

RECITALS:

A. Resource Management Service, Inc., an Alabama corporation ("Resource Management"), previously owned Lot 2-B ("Lot 2-B") and Lot 3-A ("Lot 3-A") 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 Scrivener's Affidavit recorded in said Office (as so corrected, the "Easement Agreement"), Resource Management 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, an easement for signage as described in the Easement Agreement (the "Signage") on a part of Lot 1-A as described in Exhibit A hereto (the "Easement Property").

C. Resource Management has simultaneously conveyed to Hollis Resource Management's rights in and to the Easement Agreement.

D. SouthTrust Bank ("SouthTrust") and Hollis have entered into a General Sales Contract dated June 11, 2004 (the "SouthTrust Contract") whereby Hollis has agreed to sell and convey to SouthTrust and SouthTrust has agreed to purchase and acquire from Hollis Lot 2-B and have entered into an Assignment Agreement dated September 10, 2004, providing for the further assignment of the Easement Agreement to SouthTrust, subject to certain rights to be conveyed to Resource LLC, and the parties mutually desire to provide for assignment of those certain rights to Resource LLC as hereinafter provided.

NOW, THEREFORE, in consideration of the foregoing Recitals and the payment of the One Dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Hollis does hereby assign and quit claim unto Resource LLC, without representation or warranty except as otherwise hereinafter set forth, certain rights it has acquired under the Easement Agreement as follows:

- (a) the right to use of one of two panels on the Signage as depicted on Exhibit B;
- (b) the right, should SouthTrust fail to do so, to replace or modify the current Signage to appear as substantially set forth in Exhibit B, provided that if Resource LLC elects to do so such replacement or modification shall be at Resource LLC's expense; and

(c) the right, should SouthTrust fail to do so, to perform the landscape and general Signage maintenance and pay the utilities relating to the Signage, in which event it shall be entitled to receive from SouthTrust reimbursement for one-half the costs thereof within thirty (30) days of submission to SouthTrust of an invoice therefor.

TO HAVE AND TO HOLD unto Resource LLC, its successors and assigns forever. Such assignment is subject to the following terms which Resource LLC, by its acceptance hereof, agrees are binding upon it and its successors and assigns:

1. This assignment of the rights in the Easement Agreement shall be 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 LLC will be responsible for all costs related to installation, maintenance and replacement from time to time of its panel on the Signage, and from and after the date it installs its panel it will also be responsible for reimbursing SouthTrust for one-half the costs of utilities with respect to the Signage, landscape maintenance and general Signage maintenance incurred after such date. SouthTrust will remain solely responsible for maintenance of its panel. SouthTrust will also be responsible for performing the landscape and general Signage maintenance and paying utilities for the Signage, and Resource LLC will reimburse SouthTrust for its one-half share of the expense within thirty (30) days from submission of such invoice explaining such charges. Resource LLC's rights may only be utilized by Resource LLC or an owner or tenant of Lot 3-A or other lot within the Subdivision. Resource LLC's rights will remain in effect in perpetuity or, if any statute or provision of law would prevent the validity of such a perpetual right, then for a period of 99 years from the date of this Agreement. Following replacement or modification of the Signage by SouthTrust or Resource LLC such that the Signage appears substantially as set forth on Exhibit B, no further replacement or modification that deviates from Exhibit B will be permitted without the prior written consent of both SouthTrust and Resource LLC. The description of the Signage in Exhibit B contemplates that at any time SouthTrust and Resource LLC or their respective successors and assigns will designate on its panel only the name, logo, trade name, trademark or service mark of the business of an owner or tenant of its lot or a lot within the Subdivision, and nothing herein shall require consent of the other to a change in such panel so long as after such change the name, logo, trade name, trademark or service mark of such owner or tenant is what appears on its panel.

3. Hollis represents and warrants to Resource LLC that this Assignment has been duly authorized, executed and delivered pursuant to all requisite limited liability company action.

4. Following the date of this Assignment and the simultaneous assignment to SouthTrust, SouthTrust has agreed it will maintain the Easement Agreement in full force and effect and not permit any modification or amendment thereof without the prior written consent of Resource LLC.

5. Following the date of this Assignment, Resource LLC will indemnify and hold Hollis 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 as a result of the rights granted to

Resource LLC or its interest in the Signage or Easement Property from and after the date of this Assignment.

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

7. This Assignment together with the Easement Agreement and other documents referred to herein contain 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.

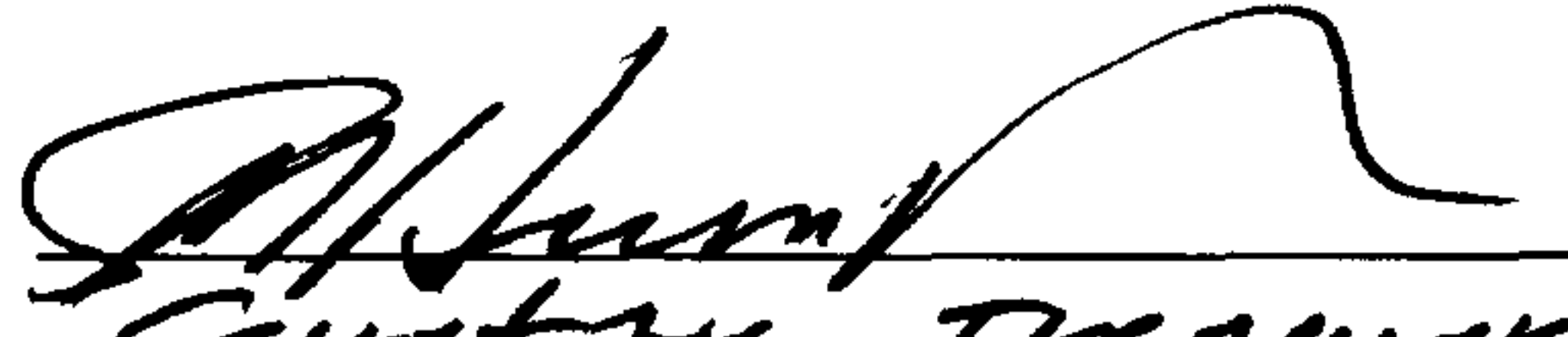
8. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their successions and assigns.

* * *

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

HOLLIS/LAH, LLC,
an Alabama limited liability company

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

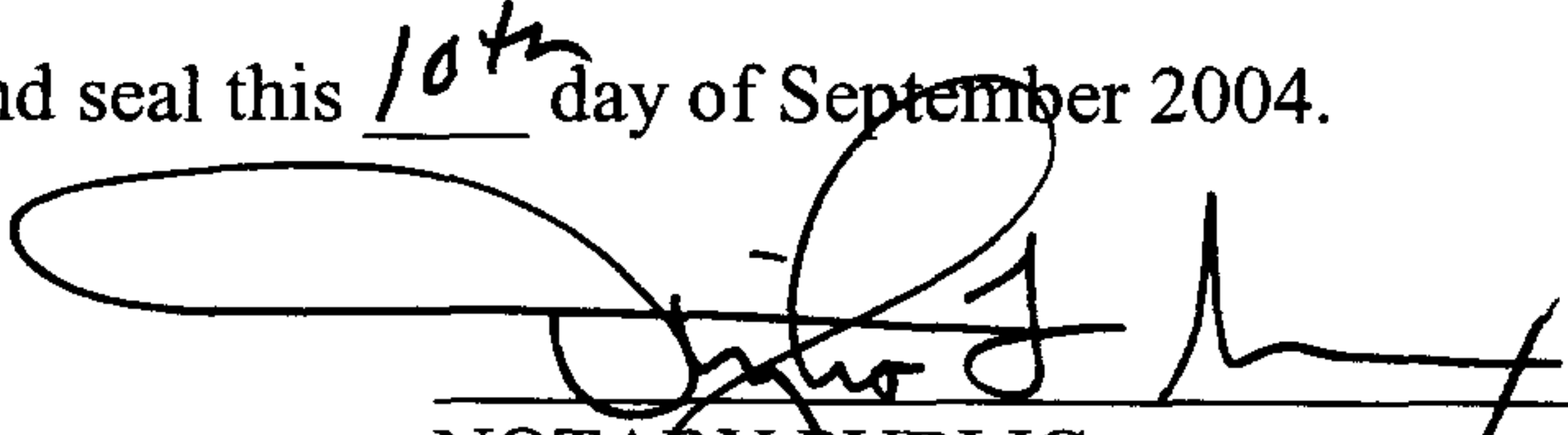
BY: 
Its: Secretary - Treasurer

STATE OF ALABAMA)
JEFFERSON COUNTY)

The undersigned, a Notary Public in and for said County in said State, hereby certify that LAH 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 conveyance, 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

ACCEPTED:

RESOURCE, L.L.C.,
an Alabama limited liability company

BY: 
Its member

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

The undersigned, a Notary Public in and for said County in said State, hereby certify that S M Humphreys, whose name as member of Resource, L.L.C., 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 such instrument, he, as such member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

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

[SEAL]

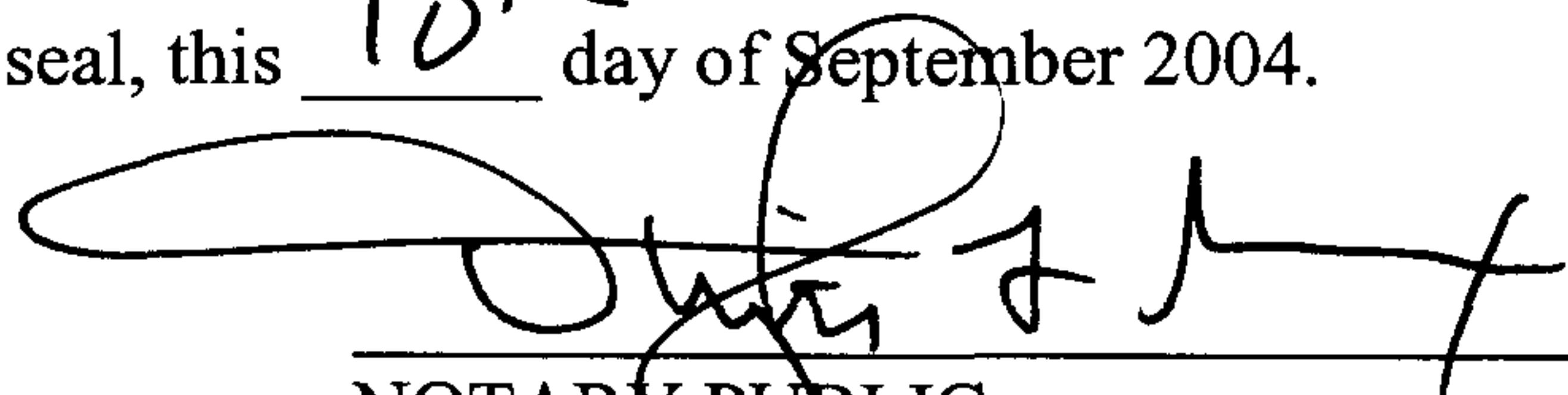
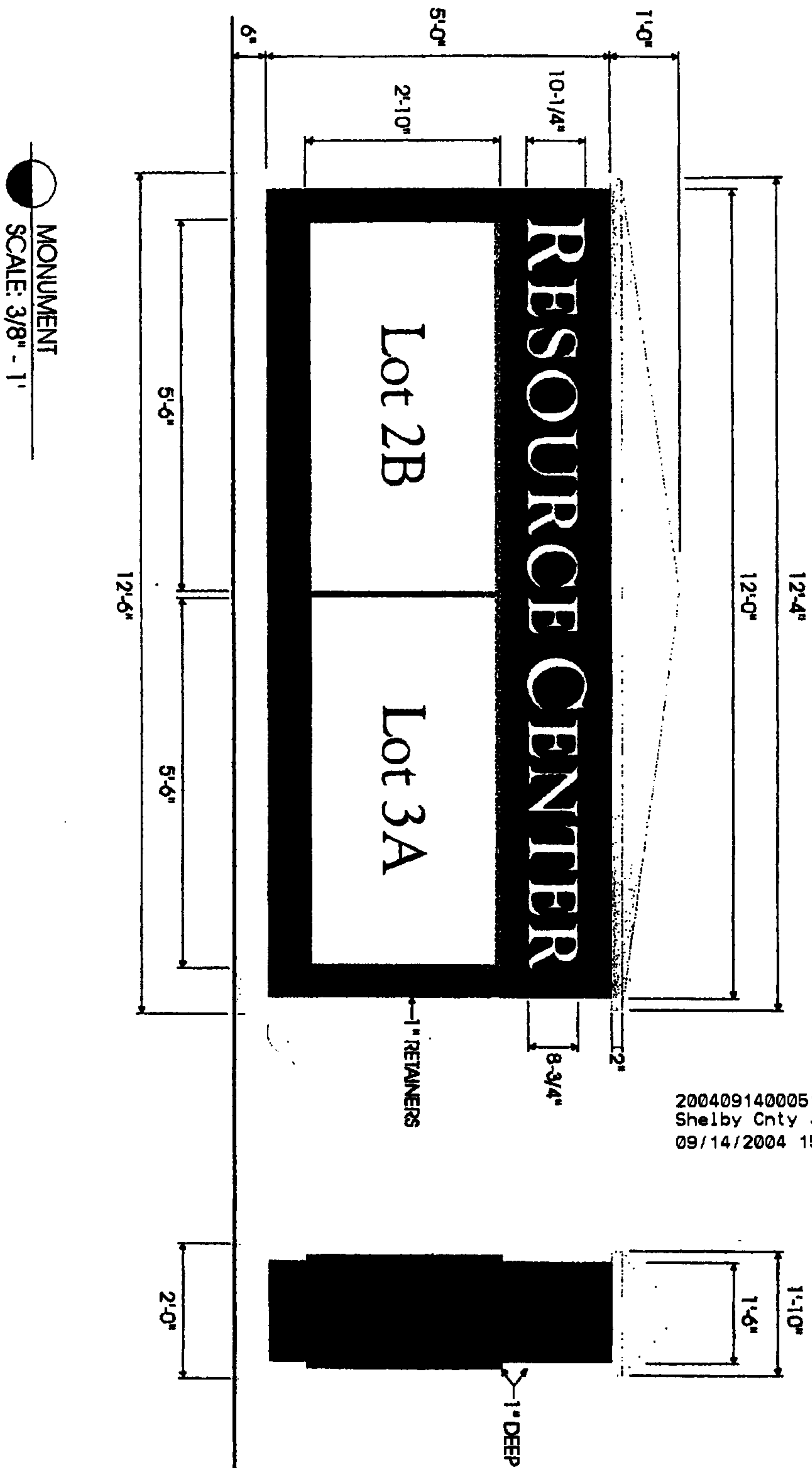

NOTARY PUBLIC
My Commission Expires: 1-17-08

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.



20040914000511650 Pg 7/7 29.00
Shelby Cnty Judge of Probate, AL
09/14/2004 15:11:00 FILED/CERTIFIED

* ONLY PAPERS WILL I SUBMIT

JOB COPY

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53		+	
PLANNING, ENGINEERING & PERMITS			

7.7 1.00

Date
07 May 04

Client
Resource Center

Project Manager
David Brandt

Design

Approvals

Cham

Leads

File

Conclusion

Travel Services

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Blossington, Alabama 36214

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WINTER JOURNAL

