

Prepared by and Return to:

Tyrone T. Bongard, Esq.
Gunster, Yoakley & Stewart, P.A.
777 S. Flagler Dr. Suite 400E
West Palm Beach, FL 33401

ASSIGNMENT OF DECLARANT'S RIGHTS

This **ASSIGNMENT OF DECLARANT'S RIGHTS** ("**Assignment**") is executed and delivered as of the 24th day of October, 2007, by FREDRICK B. BERREY JR., and HENRY T. HOLIFIELD (collectively, the "**Assignor**") for the benefit of AGRICULTURAL HOLDINGS LLC, a Delaware limited liability company ("**Assignee**").

PRELIMINARY INFORMATION

A. Assignee has purchased from Assignor all real property located in Shelby County, Alabama more particularly described on Exhibit A attached hereto and made a part hereof ("**Property**"); and

B. Assignor executed those certain Oak Ridge Covenants, recorded as document #20060824000415380, in the Office of the Judge of Probate of Shelby County, Alabama, on August 24, 2006 (the "**Declaration**").

C. Assignor desires to assign to Assignee, as hereinafter provided, all of Assignor's rights and obligations as the Declarant under the terms of the Declaration.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **RECITALS, DEFINITIONS.** The above stated recitals are true and correct and incorporated herein by this reference. All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Declaration.

2. **ASSIGNMENT.** Assignor hereby assigns, transfers and conveys to Assignee all of its right, title and interest, powers, easements, reservations, duties, and obligations as Declarant under, in and pursuant to the Declaration.

3. **RELINQUISHMENT.** Assignor, from and after this date hereby relinquishes any and all rights, claims, reservations, interests, benefits, fees and any other matters due, accruing to or becoming due to or incurred on behalf of the Declarant under the Declaration which shall hereinafter inure to the benefit of Assignee hereunder.

4. BINDING. This Assignment shall be binding upon and inure to the benefit of Assignee and its respective legal representatives, successors and may be amended only by a writing properly signed by an authorized representative Assignor and Assignee.

5. GOVERNING LAW. This Assignment shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

WITNESSES:

ASSIGNOR:

Fredrick B. Berrey Jr.
FREDRICK B. BERREY JR.

Henry T. Holifield
HENRY T. HOLIFIELD

THE STATE OF ALABAMA
COUNTY OF ~~SHELBY~~ Randolph

I, Rebecca Rainwater, A NOTARY PUBLIC FOR THE STATE OF ALABAMA AT LARGE, HEREBY CERTIFY THAT FREDRICK B. BERREY JR. AND HENRY T. HOLIFIELD, WHOSE NAMES ARE SIGNED TO THE FOREGOING INSTRUMENT AND WHO ARE KNOWN TO ME ACKNOWLEDGED BEFORE ME ON THIS DAY THAT BEING INFORMED OF THE CONTENTS OF THE INSTRUMENT, THEY EXECUTED SAME VOLUNTARILY ON THE DAY THE SAME BEARS DATE.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 24TH DAY OF OCTOBER, 2007.

Rebecca Rainwater
NOTARY PUBLIC 3-16-09



20071031000503620 3/3 \$17.00
Shelby Cnty Judge of Probate, AL
10/31/2007 12:28:43PM FILED/CERT

EXHIBIT A
LEGAL DESCRIPTION

All of that real estate situated in the county of Shelby, State of Alabama and known as OAK RIDGE SUBDIVISION, which has been duly recorded in the Office of the Judge of Probate of Shelby County, Alabama in Plat book No. 36, Page 133.