

THIS INSTRUMENT PREPARED BY:

**AFTER RECORDING RETURN
TO:**

Bradley G. Siegal
Leitman, Siegal & Payne, P.C.
600 North 20th Street, Suite 400
Birmingham, Alabama 35203

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**ASSIGNMENT OF GROUND LEASE
AND OPTION AGREEMENT**

THIS ASSIGNMENT OF GROUND LEASE AND OPTION AGREEMENT (this "Assignment") is made effective the 14th day of December, 2007, by and between HIGHWAY 31 ALABASTER TWO, LLC, an Alabama limited liability company ("Assignor"), and HIGHWAY 11/31 LLC, a Delaware limited liability company, ("Assignee").

WHEREAS, The Commercial Development Authority of the City of Alabaster, Alabama (the "Authority") and Colonial Realty Limited Partnership ("CRLP") entered into that certain Ground Lease and Option Agreement dated December 1, 2005 (the "Ground Lease"), whereby the Authority leased certain property located in the City of Alabaster Shelby County, Alabama, more particularly described on EXHIBIT "A", attached hereto and incorporated by this reference (the "Property"), to CRLP;

WHEREAS, CRLP subsequently assigned its rights in the Ground Lease to Assignor; and

WHEREAS, Assignor desires to assign Assignor's entire right, title and interest in and to the Ground Lease to Assignee;

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, intending to be legally bound, agree as follows:

1. ASSIGNMENT OF GROUND LEASE. Assignor, for itself and its successors and assigns, hereby assigns to Assignee its entire right, title and interest in and to that certain Ground Lease.

2. ASSUMPTION OF GROUND LEASE. Assignee, for itself and its successors and assigns, hereby accepts the assignment of the Ground Lease, and agrees to (a) perform all of the obligations of "Developer" (as defined in the Ground Lease) and (b)

indemnify, hold harmless and defend Assignor from and against any and all claims, demands, actions, causes of action, liabilities, costs and expenses (including without limitation attorney fees and expenses) arising directly or indirectly from any failure of "Developer" to perform its obligations under the Ground Lease.

[Intentionally left blank. Signature page of Assignor follows.]

IN WITNESS WHEREOF, this Assignment was executed on the date first set forth above.

ASSIGNOR:

HIGHWAY 31 ALABASTER TWO, LLC,
an Alabama limited liability company

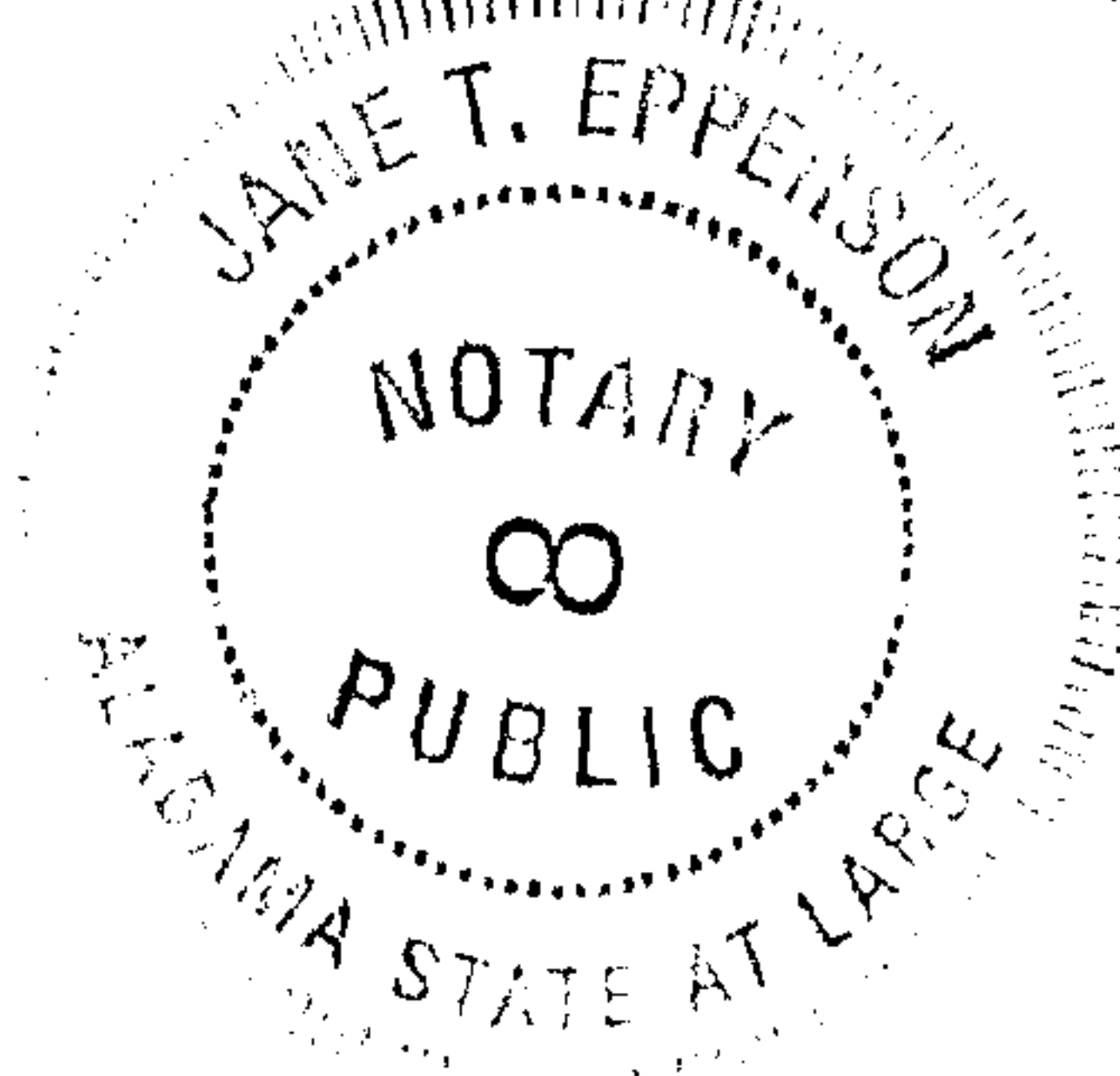
By: [Signature]
Name: John L. Moss
Its: Manager

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that John L. Moss, whose name as Manager of Highway 31 Alabaster Two, LLC is signed to the foregoing document, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, he, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal this 14 day of December, 2007.



Jane T. Epperson
Notary Public
My Commission Expires: MY COMMISSION EXPIRES JANUARY 15, 2008

[Intentionally left blank. Signature page of Assignee follows.]

ASSIGNEE:

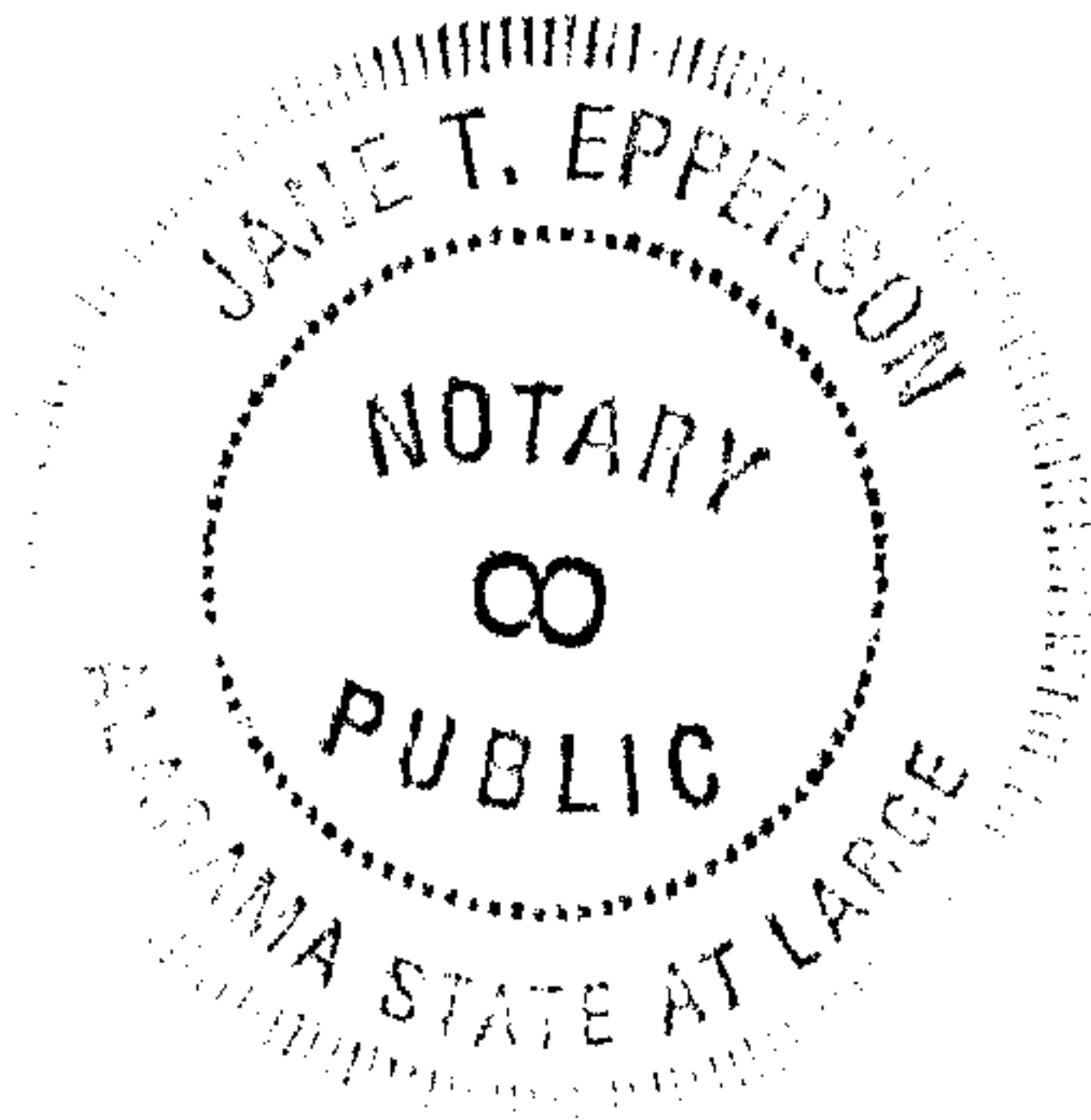
HIGHWAY 11/31 LLC, a Delaware limited liability company

By: [Signature]
Name: John L. Moss
Its: _____

STATE OF ALABAMA)
Jefferson COUNTY)


I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that John L. Moss, whose name as Manager of HIGHWAY 11/31 LLC is signed to the foregoing document, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, he, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal this 14 day of December, 2007.



Jane T. Epperson
Notary Public
My Commission Expires: MY COMMISSION EXPIRES JANUARY 15, 2008

EXHIBIT "A"


20071218000569440 5/5 \$23.00
Shelby Cnty Judge of Probate, AL
12/18/2007 03:30:01PM FILED/CERT

Legal description from Ground Lease

Lots 9, 10, 11, 12, 13, 14, and 15 according to the survey of Colonial Promenade Alabaster South as recorded in Map Book 38, Page 119A and B, in the Probate Office of Shelby County, Alabama.

Together with that certain Slope Easement as recorded in Instrument 2006020600058230 in the Probate Office of Shelby County, Alabama.