

This instrument prepared by
and when recorded please
return to:

Timothy D. Davis, Esq.
Sirote & Permutt, P.C.
2311 Highland Avenue South (35205)
P.O. Box 55727
Birmingham, Alabama 35255-5727

STATE OF ALABAMA)

SHELBY COUNTY)

ASSIGNMENT OF LOAN DOCUMENTS AND SECURED INDEBTEDNESS

THIS ASSIGNMENT (this "Assignment") is executed as of the 24th day of August, 2011, by **W. C. RICE OIL CO., INC.**, an Alabama corporation ("Assignor"), in favor of **ALLIED ENERGY COMPANY, LLC**, an Alabama limited liability company ("Assignee"), having an address at 150 S Perry Street, Montgomery, Alabama 36104.

1. In consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor transfers, sells, conveys and assigns unto Assignee, its successors and assigns, without recourse, all of Assignor's right, title and interest in and to each of the documents (collectively, together with any and all amendments, modifications or extensions at any time made to any thereof, the "Loan Documents") executed and delivered in connection with a loan (the "Loan") by Assignor, to Trips, LLC, an Alabama limited liability company (the "Borrower"), in the original principal amount of \$259,000.00, including, without limitation, the following documents, each as the same may have been amended, modified, extended or renewed from time to time:

(a) Promissory Note dated as of August 24, 2011, in the principal amount of \$259,000.00, executed by Borrower in favor of Assignor, as amended, modified and/or renewed from time to time (the "Note"); the current amount due thereunder being in a total amount of \$259,000.00, including outstanding principal of \$259,000.00, accrued and unpaid interest of \$0.00, late fees of \$0.00 and other charges of \$0.00; and

(b) Mortgage and Security Agreement dated August 24, 2011, in the principal amount of \$259,000.00 executed by the Borrower in favor of Assignor and filed for record on August 26, 2011, in Instrument No. 20110826000252570 in the Office of the Judge of Probate of Shelby County, Alabama;

(c) Assignment of Rents and Leases dated August 24, 2011, executed by the Borrower in favor of Assignor and filed for record on August 26, 2011, in Instrument No. 20110826000252580; and

(d) Together with any security agreements, UCC financing statements, collateral assignments, and title insurance policies and hazard insurance policies that may presently be in effect, evidencing, securing, executed and/or delivered in connection with the Loan; and

(e) Together with all of the indebtedness from time to time owing under the Note, including, without limitation, accrued interest, and under each of the other Loan Documents, and together with any and all right, title, interest and estate of Assignor in and to the property described in, conveyed or encumbered by the Loan Documents, together with all of Assignor's rights, remedies, privileges and options with respect to the Loan Documents arising at law, in equity, or under the Loan Documents.

2. This Assignment is made WITHOUT RECOURSE, WITHOUT REPRESENTATIONS OR WARRANTIES of any kind (including, without limitation, any representations or warranty as to the collectibility of any amounts owed or owing under the Loan Documents or as to the enforceability of any provision thereof), except that Assignor covenants with and warrants to Assignee that Assignor is the lawful owner and holder of the Loan and other obligations under the Loan Documents and the debt secured thereby free and clear of any participatory interest; that Assignor has the right, power and authority to make the within assignment to Assignee free and clear of any liens or encumbrances on Assignor's interest therein; that no approvals or consents are required in connection with the execution or performance of this Assignment by Assignor; and that Assignor has not executed any prior assignment or pledge of the Loan Documents or the debt secured thereby.

3. This Assignment shall inure to the benefit of Assignee and Assignee's successors and assigns.

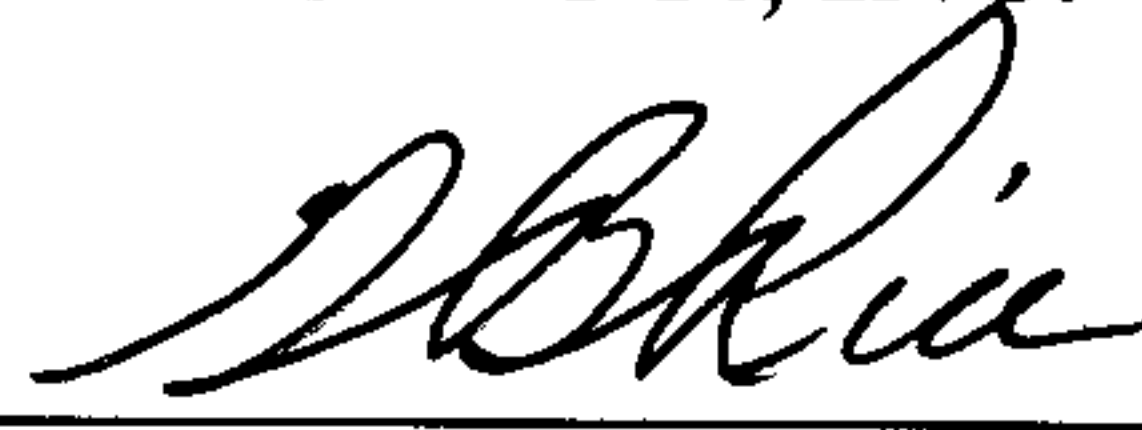
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- SIGNATURE PAGE FOLLOWS -

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed by its duly authorized officer as of the date first above written.

“Assignor”:

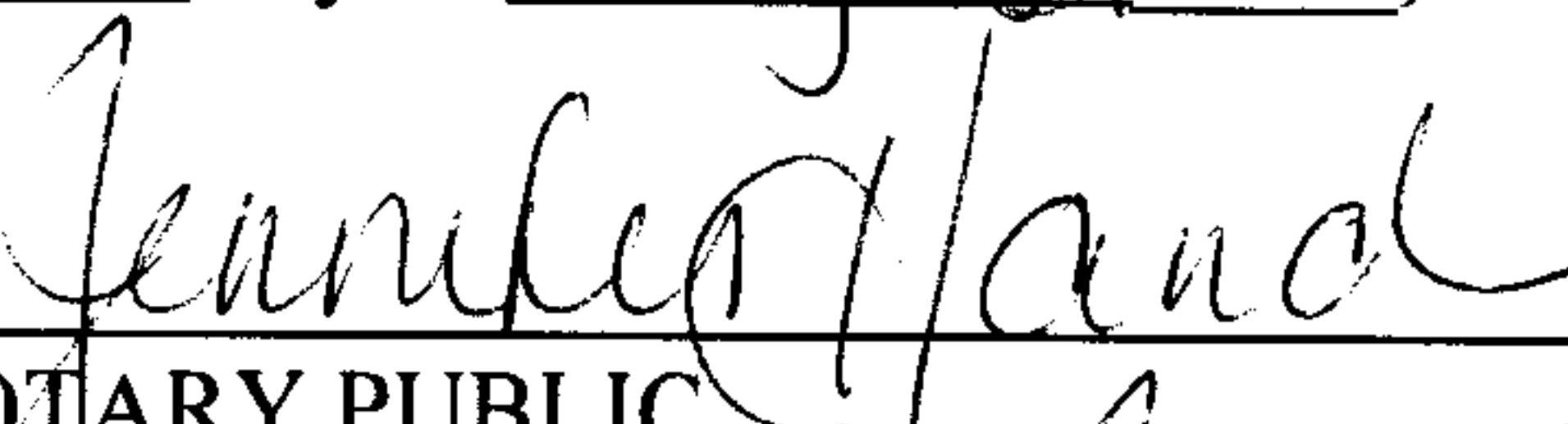
W. C. RICE OIL CO., INC.

By: 
G. Barton Rice, Chief Executive Officer

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that G. Barton Rice, whose name as Chief Executive Officer of W. C. Rice Oil Co., 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 the instrument, he, in such capacity and with full authority, voluntarily executed the same for and as the act of said limited liability company.

Given under my hand and seal this the 31st day of August, 2011.


NOTARY PUBLIC
My Commission Expires: July 18, 2016

20110901000259270 4/4 \$22.00
Shelby Cnty Judge of Probate, AL
09/01/2011 02:51:39 PM FILED/CERT

“Assignee”:

ALLIED ENERGY COMPANY, LLC

By: Richard L. DeShazo
Name: RICHARD L. DESHAZO
Title: PRESIDENT AND CHIEF FINANCIAL OFFICER

STATE OF Alabama)
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Richard L. DeShazo, whose name, as President + CFO of Allied Energy Company, 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 the instrument, (s)he, in such capacity and with full authority, voluntarily executed the same for and as the act of said limited liability company.

Given under my hand and seal this the 31st day of August, 2011.

Jennifer Hand
NOTARY PUBLIC
My Commission Expires: July 18, 2016