

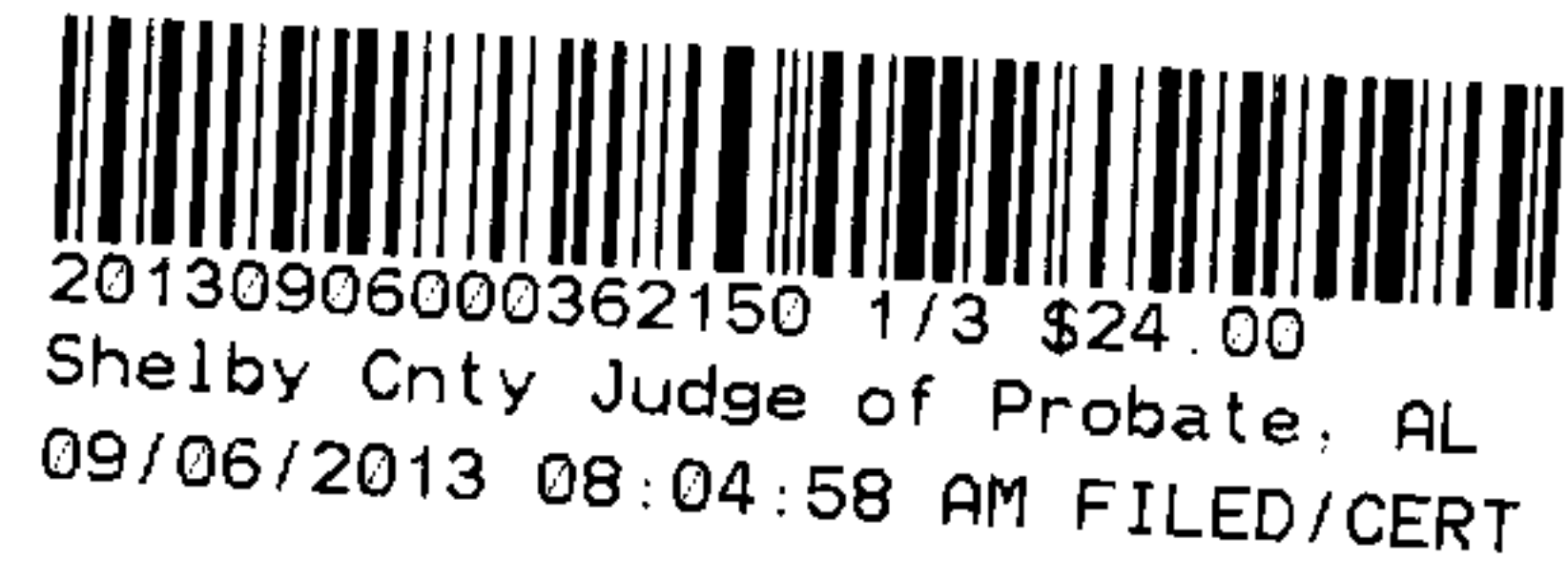
THIS INSTRUMENT PREPARED BY:

F. Wayne Keith

Law Offices of F. Wayne Keith PC

120 Bishop Circle

Pelham, Alabama 35124



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ASSIGNMENT OF DEVELOPER'S RIGHTS

THIS ASSIGNMENT OF DEVELOPMENT RIGHTS (the "Agreement") is made and executed this 29th day of August, 2013, by and between AFK Properties, LLC, an Alabama limited liability company, the "Assignor" and Safe Future Birmingham Real Estate, LLC, an Alabama limited liability company, (the "Assignee"), and is made in reference to the following facts;

RECITALS

(A) Mitford Heights Development, LLC was the developer of that Development located in Shelby County, Alabama and known as Townside Square and as such developer possessed rights as the developer regarding all aspects of that development known as Townside Square and which said development was recorded in Map Book 38, Page 120 in the Office of the Judge of Probate of Shelby County, Alabama.

(B) Townside Building, LLC was the builder of that Development located in Shelby County, Alabama and known as Townside Square and as such builder and possessed rights as the builder regarding all aspects of that development known as Townside Square and which said development was recorded in Map Book 38, Page 120 in the Office of the Judge of Probate of Shelby County, Alabama.

(C) Collectively the above two entities made that Declaration of Protective Covenants for Townside Square, which said Declaration was filed for record in the Office of the Judge of Probate of Shelby County, Alabama in Instrument 20071120000531670.

The two limited liability companies, Mitford Heights Development, LLC and Townside Building, LLC assigned their Development Rights to AFK Properties, LLC, which said Assignment of Developer's Rights were recorded in Instrument 201308200000339700 in the Office of the Judge of Probate of Shelby County, Alabama.

Assignor(s) has conveyed to the Assignee the real property located in Shelby County as described below:

Lots 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 74, 75, 76, 77, 78, 79, 80, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109,

110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171 & 172, according to the Final Plat of Townside Square, Sector one, as recorded in Map Book 38, Page 120, in the Probate Office of Shelby County, Alabama.

by deed(s) executed and delivered simultaneously with the execution and delivery of this Assignment (collectively, the "Deed").

(D) To accommodate Assignee's intended use of the Property, Assignor desires to assign any and all Development Rights to the Property, including the ownership of the common areas with the Final Plat of Townside Square and to assign such rights to Assignee in connection with the conveyance of, and as an appurtenance to the Property.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, Ten and No/100's Dollars (\$10.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto hereby covenant and agree as follows:

(1) Recitals. The statements contained in the recitals of fact set forth above (the "Recitals") are true and correct and the Recitals are, by this reference, made a part of this Agreement.

(2) Exhibits. Any exhibits attached to this Agreement are, by this reference, made a part of this Agreement.

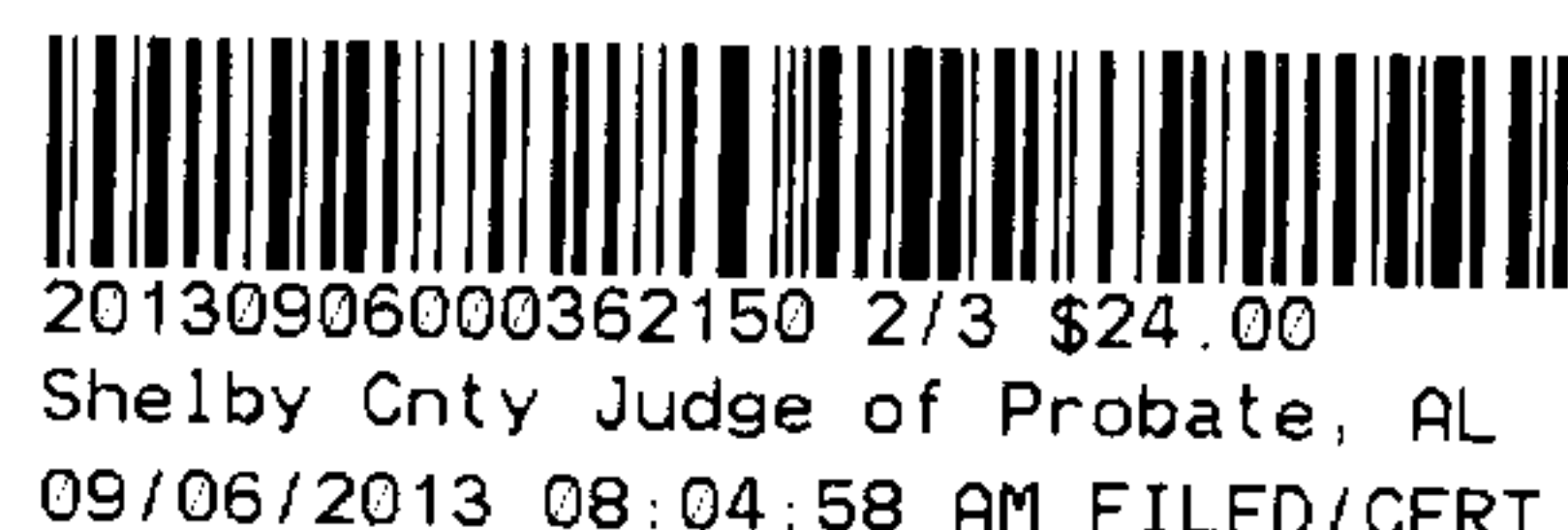
(3) Definitions and Abbreviation The following terms are used in this Agreement as defined in this Section 3;

(a) The terms defined in the preamble of this Agreement are used in this Agreement as defined therein.

(b) The terms defined in the Recitals are used in this Agreement as defined therein.

(c) The terms "Parties" shall mean Assignor and Assignee, individually and collectively, respectively.

(4) Development Rights Assignment. Assignor hereby allocates to the Property and assigns to Assignee, as owner of the Property, any and all development rights relating to the Property, including without limitation, the rights set forth in the plat map recorded in Map Book 38, Page 120 in the Office of the Judge of Shelby County, Alabama, the rights set out in that Declaration of Protective Covenants for Townside Square recorded



in Instrument 2007112000053 1670 in the Office of the Judge of Shelby County, Alabama and the rights set out in the incorporation of Townside Square Homeowners Association, Inc. recorded in Instrument 20080205000046410 in the Office of the Judge of Probate of Shelby County, Alabama.

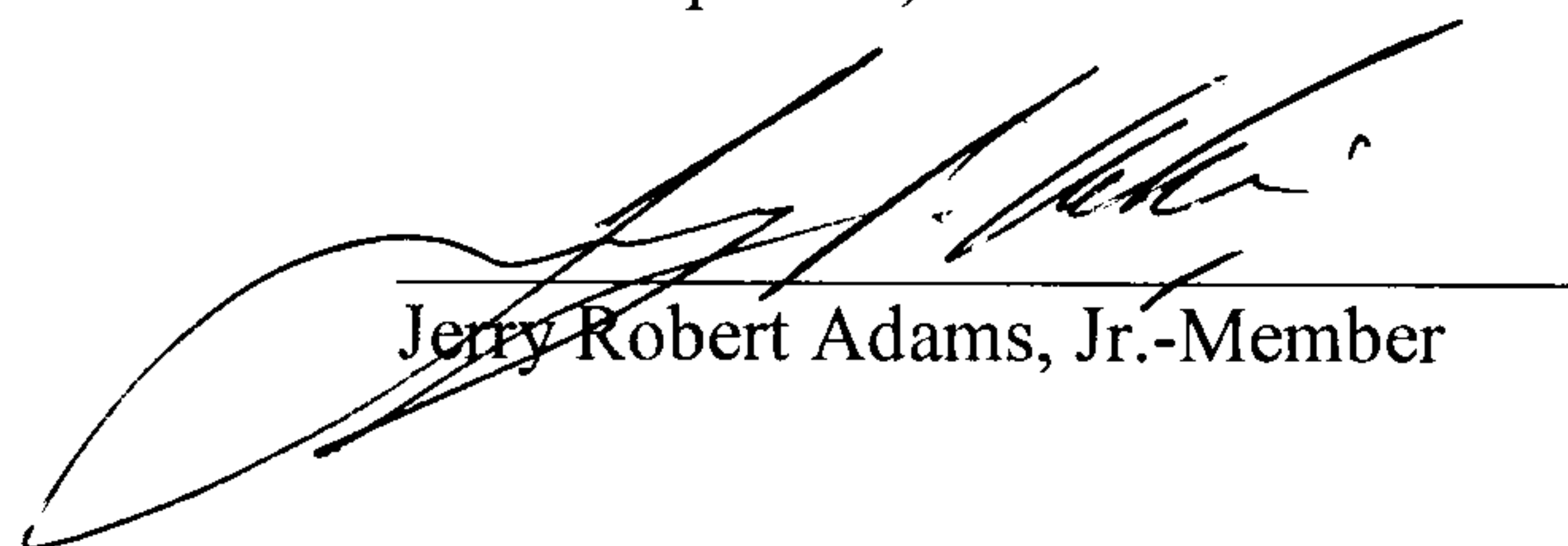
The foregoing rights are collectively referred to herein as the "Development Rights".

Assignor does hereby represent and warrant to Assignee that Assignor is aware of no default by Assignor under the Development Rights and to the best of Assignor's knowledge, the Development Rights are in full force and effect.

Binding. This Assignment shall be binding on Assignor and its successors and assigns and shall inure to the benefit of the Assignee and its successors in title to the Property.

This the 29th day of August, 2013.

AFK Properties, LLC

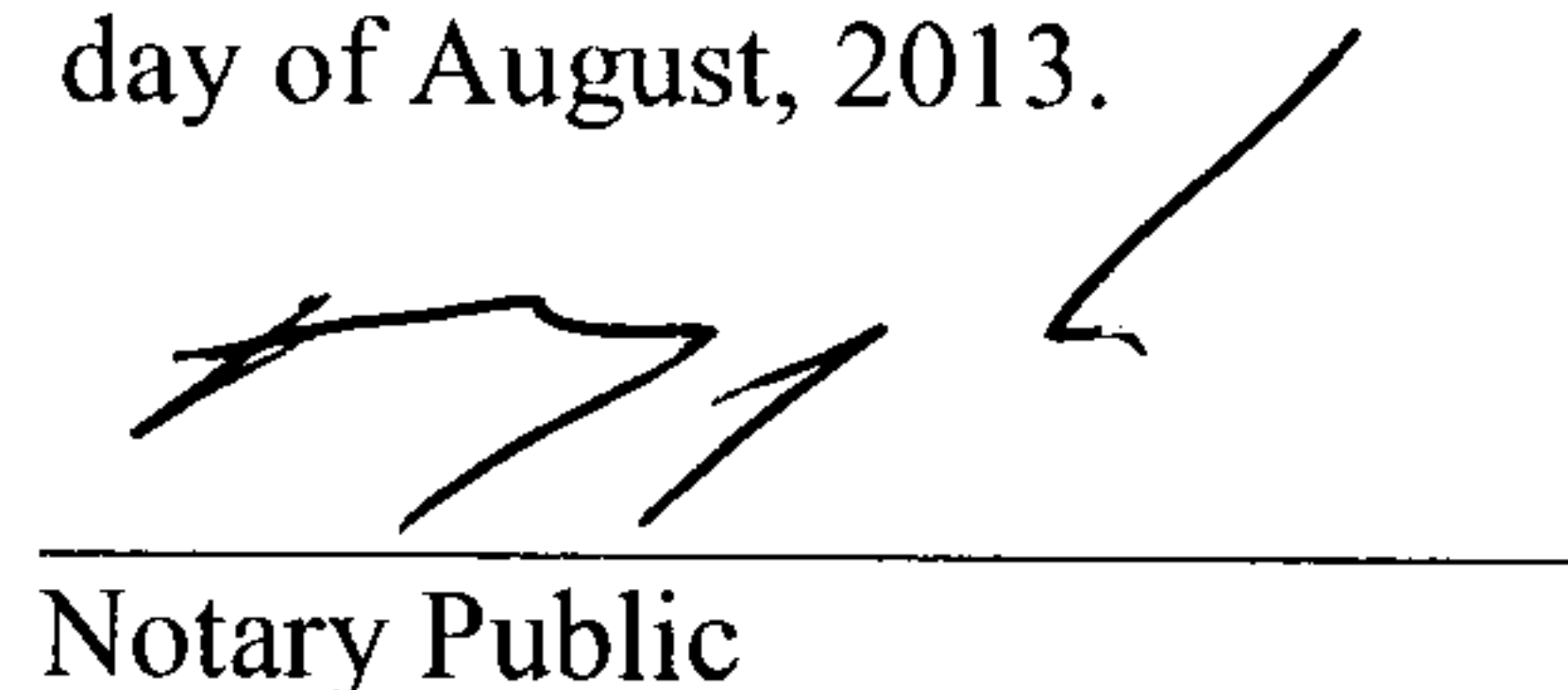


Jerry Robert Adams, Jr.-Member

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State hereby certify that Jerry Robert Adams, Jr., whose name as Member of AFK Properties, LLC, an Alabama limited liability company is signed to the foregoing Assignment and who is known to me, acknowledged before me, that, being informed of the contents of the Assignment, he in his capacity 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 the 29th day of August, 2013.



Notary Public



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Shelby Cnty Judge of Probate, AL
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