

This Instrument was Prepared By:
 William E. McCartney, Esq.
 REYNOLDS, REYNOLDS & LITTLE, LLC
 Post Office Box 2863
 Tuscaloosa, Alabama 35403
 Telephone: 205-391-0073
 File No. 24.0019

**who makes no representation as to
 status of title or to matters which
 would be disclosed by a current survey.**

STATE OF ALABAMA

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**ASSIGNMENT OF DEVELOPER AND
 OTHER RIGHTS**

COUNTY OF MONTGOMERY

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of TEN & NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid to **Woods & Water Development, LLC**, Debtor-In-Possession and an Alabama limited liability company ("Assignor"), by **Riverfront 24, LLC**, an Alabama limited liability company ("Assignee"), the receipt and sufficiency whereof is hereby acknowledged, the undersigned Assignor does hereby grant, bargain, sell, convey, assign and transfer unto Assignee all of Assignor's right, title, interest and privileges as Developer under the Covenants, Conditions and Restrictions for Woods & Water Development, LLC recorded in Real Property Book 03516 at Page 0303 in the Probate Office of Montgomery County, Alabama ("Covenants"), including, but not limited to, all declarant rights, developer rights, architectural review rights, and voting rights afforded Assignor therein.

Assignor represents to Assignee that Assignor is the sole owner of all right, title and interest in and to the rights of Developer under the Covenants and that it has not relinquished any of the Developer's Control under the Covenants. Assignor shall fully cooperate with Assignee and shall execute any additional document that Assignee deems reasonably necessary to effectuate the purpose of this Assignment. Assignor shall not take any action, independently or with any third party, which directly or indirectly interferes with Assignee's exercise of the rights and powers granted to it by Assignor herein.

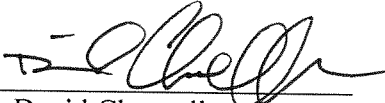
This Assignment has been entered into pursuant to the Settlement Agreement dated April 1, 2014 between Trustmark National Bank and Assignor as authorized by Order [Doc. 64] of the United States Bankruptcy Court for the Middle District of Alabama in Case No. Case No. 2013-33263, a true and correct copy of said Order is attached hereto as Exhibit A.

This Assignment shall inure to the benefit of Assignee, its successors and assigns.

IN WITNESS WHEREOF, the said Assignor and Assignee have hereunto set their hands and seals this 13th day of May, 2014.

ASSIGNOR:

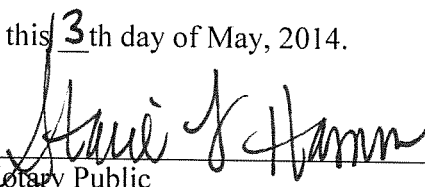
WOODS & WATER DEVELOPMENT, LLC
Debtor-In-Possession

By: 
David Chancellor
Its: Duly Authorized Member

STATE OF ALABAMA §
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COUNTY OF MONTGOMERY §

I, the undersigned authority, a Notary Public in and for said County, in said State, do hereby certify that David Chancellor whose name as the Duly Authorized Member of Woods & Water Development, LLC, an Alabama limited liability company, is signed to the foregoing Assignment of Developer and Other Rights and who is known to me, acknowledged before me on this day, that, being informed of the contents of the Assignment of Developer and Other Rights, he, as such Duly Authorized Member, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal, this 3th day of May, 2014.



Notary Public
(NOTARIAL SEAL AFFIXED)


My Commission Expires 4/1/2014

ASSIGNEE:

RIVERFRONT 24, LLC

By: Riverfront Management, LLC
Its: Sole Member

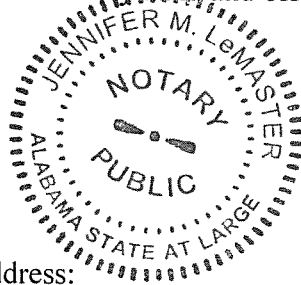
By: Riverfront Management, Inc.
Its: Sole Member

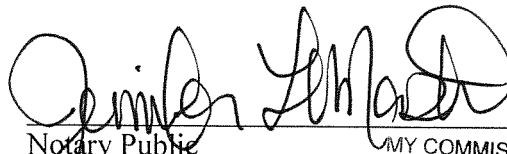
By: 
Ryan R. Hendley
Its Vice President

STATE OF ALABAMA §
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TUSCALOOSA COUNTY §

I, the undersigned authority, a Notary Public in and for said county, in said state, hereby certify that Ryan R. Hendley acting in his capacity as Vice President of Riverfront Management, Inc., in its capacity as sole member of Riverfront Management, LLC, in its capacity as sole member of Riverfront 24, LLC, is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of Riverfront Management, Inc., in its capacity as sole member of Riverfront Management, LLC, in its capacity as sole member of Riverfront 24, LLC.

GIVEN under my hand and official seal, this the 19th day of May, 2014.



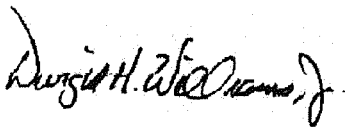

Notary Public
My Commission Expires: 08/02/2014

Assignee's Address:
Riverfront 24, LLC
P.O. Box 2863
Tuscaloosa, Alabama 35403

EXHIBIT A

The relief described hereinbelow is **SO ORDERED**

Done this 19th day of March, 2014.



Dwight H. Williams, Jr.
United States Bankruptcy Judge



**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF ALABAMA**

IN RE:

**WOODS & WATER DEVELOPMENT,
LLC**

DEBTOR-IN-POSSESSION

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CASE NO. 13-33263

CHAPTER 11

**CONSENT ORDER GRANTING JOINT MOTION OF DEBTOR AND TRUSTMARK
NATIONAL BANK FOR APPROVAL OF SETTLEMENT AGREEMENT**

Upon consideration of the Joint Motion of the Debtor, Woods & Water Development, LLC ("Debtor") and Trustmark National Bank ("Trustmark") for Approval of Settlement Agreement [Doc. 51] (the "Motion"); and the Court, having reviewed and considered the Motion, finds that the Motion is well taken; that the Court has jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and Rule 9019 of the Federal Rules of Bankruptcy Procedure; that consideration of the Motion and the requested relief is a core proceeding which the Court may determine pursuant to 28 U.S.C. § 157(b); that venue

EXHIBIT A

is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; that due and proper notice of the Motion has been given, all parties in interest have been afforded an opportunity to be heard, and no other or further notice need be provided; and upon all of the proceedings before the Court and upon the record herein and after due deliberation thereon; it is hereby ORDERED, ADJUDGED, AND DECREED as follows:

1. The Motion is GRANTED as set forth herein.
2. The Settlement Agreement appended to the Motion [Docket No. 51-2] is hereby APPROVED;
3. Debtor is hereby authorized to execute all documents necessary to effectuate the terms of said Settlement Agreement.
4. Debtor is authorized to execute any deed and other document necessary to complete any sale consistent with the terms of the Settlement Agreement.
5. The purchaser of any Available Lot, as defined in the Motion, within the ninety (90) day Sales Period shall be deemed a good faith purchaser within the meaning of §363(m) of the Bankruptcy Code.
6. Any sale by the Debtor contemplated by the terms of the Settlement Agreement within the ninety (90) day Sales Period shall be made in accord with the Sanitary Sewer Service Agreement between Debtor and Alabama Wastewater Systems, Inc. ("Alabama Wastewater") attached to the Limited Objection to Settlement between the Debtor and Trustmark by Alabama Wastewater [Doc. 60].

EXHIBIT A

7. The conveyance of all remaining property from Debtor to Trustmark at the expiration of the ninety (90) day Sales Period shall be subject to the rights and interests of Alabama Wastewater, if any as granted by the Debtor.

8. Notwithstanding any Bankruptcy Rule to the contrary, this Order shall take effect immediately upon signature.

9. This Court shall retain jurisdiction to interpret, implement, and enforce the provisions of this Order.

###END OF ORDER###

This Order was reviewed and agreed to by Robert P. Reynolds, Michael A. Fritz, Sr., C. Ellis Brazeal, III, and Britt B. Griggs.

Order Drafted By:

Robert P. Reynolds for Trustmark National Bank
Reynolds, Reynolds & LITTLE, LLC
Post Office Box 2863
Tuscaloosa, Alabama 35403-2863
Email: rreynolds@rrlllaw.com
Telephone: 205-391-0073
Code No. REYNR4202
Our File No. 24.0019

031014.Order Granting Joint Motion.24.0019

STATE OF ALA
MONTGOMERY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON
RLPY 04571 PG 0980-0985 2014 May 21
11:23AM
STEVEN L. REED
JUDGE OF PROBATE

INDEX	\$5.00
REC FEE	\$15.00
CERT	\$1.00
NO MORTGAGE	
TAX	\$21.00
CHECK TOTAL	Clerk: #101 11:24AM