

AFFIDAVIT OF EQUITABLE INTEREST

STATE OF MINNESOTA)
) ss.
OLMSTED COUNTY)

Before me, the undersigned, a Notary Public in said County and State, personally appeared Henry Dion, who is known to me and who, after being duly sworn, deposed and said as follows:

1. My name is Henry Dion, I am over the age of nineteen years, and I am a resident of Minnesota. I have personal knowledge of the matters set forth herein.
2. I am the Vice President of Lippert Real Estate Services, Inc., a Delaware corporation, which corporation is the named Purchaser, under that certain Purchase Agreement dated February 20, 2001 by and between River Ridge Retail Company, L.L.C. and Lippert Real Estate Services, Inc., as amended, a true and correct copy of which is attached hereto as Exhibit "A" (collectively, the "**Purchase Agreement**").
3. The Purchase Agreement affects certain real property legally described on Exhibit "B" attached hereto (the "**Land**"). Pursuant to the terms of the Purchase Agreement, Lippert Real Estate Services, Inc. claims an equitable interest in the Land.

Further, affiant sayeth not.

LIPPERT REAL ESTATE
SERVICES, INC.,
a Delaware corporation

By


Henry Dion
Its Vice President

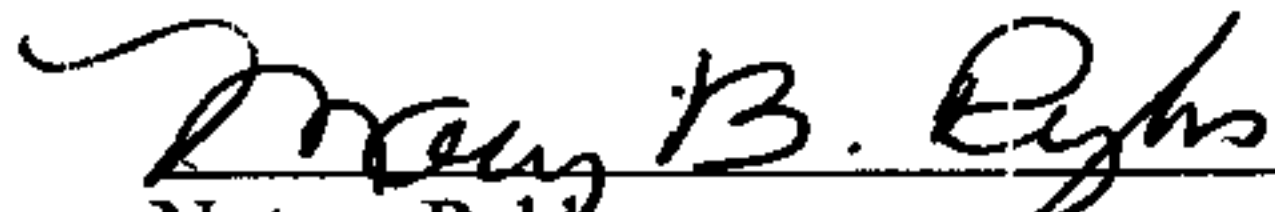
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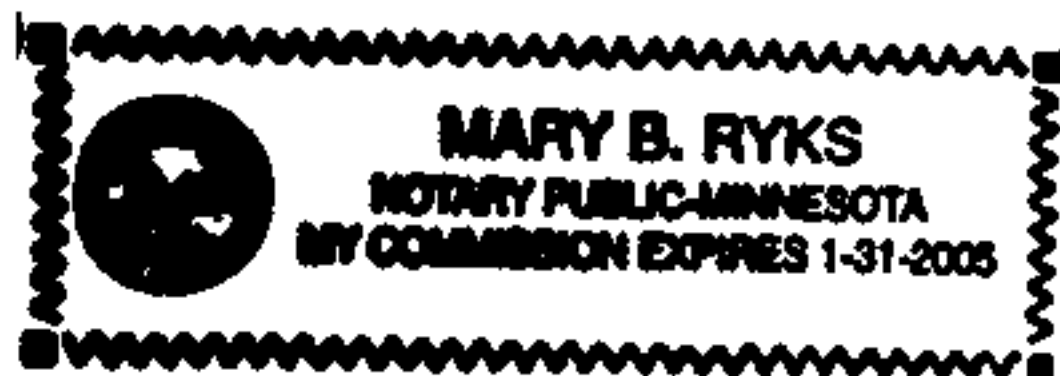
STATE OF MINNESOTA)
) ss.
COUNTY OF OLMSTED)

Before me, a Notary Public in and for said County, in said State, personally appeared Henry Dion, Vice President of Lippert Real Estate Services, Inc., a corporation organized under the laws of the State of Delaware, whose name is signed to the foregoing Affidavit, and who is known to me and who, being by me first duly sworn and deposed, said that he/she has knowledge of the facts stated in the foregoing Affidavit, and that said facts as therein stated are true and correct.

Sworn to and subscribed before me on this 18 day of June, 2001.



Notary Public



My Commission Expires: _____

EXHIBIT “A”

THE PURCHASE AGREEMENT

REAL ESTATE SALES AGREEMENT
(Sale of Outparcel)

THIS AGREEMENT made as of this 21 day of February, 2001 (the "Effective Date") by and between:

SELLER: River Ridge Retail Company, L.L.C.
(hereinafter referred to as "Seller"),
c/o Bayer Properties, Incorporated
2222 Arlington Avenue
Birmingham, Alabama 35205

PURCHASER: Lippert Real Estate Services, Inc.,
a Delaware Corporation
(hereinafter referred to as "Purchaser")
Suite 320, 526 Crescent Boulevard
Glen Ellyn, Illinois

WITNESSETH:

For and in consideration of the representations, covenants, and agreements herein contained, the parties hereto agree as follows:

1. **PURCHASE AND SALE:** Subject to compliance with the terms and conditions of this Agreement, Seller hereby agrees to sell, transfer, convey, assign and deliver to Purchaser, and Purchaser hereby agrees to purchase from Seller, on the "Closing Date" hereinafter referred to, the real estate more particularly described in **Exhibit A** with all improvements thereon, at the purchase price and upon the terms and conditions hereinafter set forth. The real estate to be sold hereunder shall be hereinafter referred to as the "Property", and shall include all rights, ways, alleys, privileges, easements, appurtenances, and advantages thereto belonging or in any wise appurtenant.

2. **PURCHASE PRICE:** The Purchase Price of the Property shall be One Million Three Hundred Thousand and 00/100 (\$1,300,000.00) Dollars, to be paid as follows:

(a) Upon execution of this Agreement by both parties, Purchaser shall deposit with Land Title Company of Alabama as agent for Chicago Title Insurance Company (the "Escrow Agent") the sum of Twenty-Five Thousand and 00/100 (\$25,000.00) Dollars as Earnest Money, which Earnest Money, together with accrued interest thereon, shall be applied to the Purchase Price at the Closing. Additional earnest money deposits made pursuant to the terms hereof shall be deemed part of the Earnest Money.

(b) The balance of the Purchase Price shall be paid to Seller at Closing, subject to adjustments as provided for herein, in cash or by cashier's check or by wire transfer of funds.

3. **TITLE INSURANCE:**

(a) Within ten (10) business days following the Effective Date, Seller shall deliver to Purchaser a title commitment issued by Land Title Company of Alabama as agent for Chicago Title Insurance Company for the issuance of an owner's title policy and copies of all documents of record, ALTA Owner's Policy Form dated 10/17/92, in the amount of the purchase price, covering title to the Property at a date not earlier than the date hereof and showing fee simple title vested in Seller, subject only to (i) taxes for the current tax year, (ii) the title exceptions listed on **Exhibit B** which includes the Operations and Easement Agreement with Dayton Hudson (the "Target OEA") (which are subject to Purchaser's review and approval during the Review Period, as hereinafter defined), (iii) a Construction, Operation and Reciprocal Easement Agreement containing normal and customary shopping center outparcel restrictions (the "COREA"), and (iv) any additional permitted exceptions as approved by Purchaser (collectively the "Permitted Exceptions"). Purchaser shall deliver its written notice of unacceptable title exceptions to Seller within thirty (30) days after the Effective Date hereof or shall be deemed to have waived the same. If Seller is unable to cure any exception to title that is not a Permitted Exception within fifteen (15) days following written notice by Purchaser to Seller of such unacceptable title exceptions, then (i) if, in Purchaser's

good faith judgment, such exception cannot reasonably be cured within fifteen (15) additional days, Purchaser may terminate this Agreement upon written notice to Seller; or (ii) Purchaser may elect to purchase the Property without offset against the Purchase Price for any such exception. In no event shall Seller have any obligation to spend any money to effect such cure except to satisfy liens of definite and ascertainable amounts.

(b) As a condition precedent to Closing, Seller shall obtain for Purchaser, an owner's title insurance policy, ALTA Owner's Policy Form dated 10/17/92, in the full amount of the Purchase Price, wherein the title insurance company shall insure that good, marketable and indefeasible title to the Property is vested in Purchaser, subject only to ad valorem taxes for the current year endorsed "not yet due and payable" and the Permitted Exceptions.

(c) The cost of such owner's policy shall be shared equally between the parties.

4. **SELLER'S COVENANTS:** Seller covenants that the following utilities are, or will be, installed to the boundary line of the Property at a location designated by Seller: water, gas, electric power and sanitary sewer. In addition, Seller agrees to cooperate with Purchaser in connection with the storm water detention and retention needs of the Property. Except as expressly provided herein above, the Property shall be conveyed to the Purchaser "AS IS" without any representations or warranties of any kind.

5. **PURCHASER'S REPRESENTATIONS AND WARRANTIES:** Purchaser represents and warrants to Seller that Purchaser has obtained, without condition, all necessary approvals of Footstar, Inc., as set forth in Exhibit C attached hereto, including, without limitation, site and development plan approval.

6. **INSPECTION:**

(a) Purchaser's obligation under this Agreement shall be conditioned upon, at its sole cost and expense, its satisfactory completion of an inspection of the Property in order to determine the feasibility of developing the Property for Purchaser's intended use and for the construction of the Improvements (as hereinafter defined), including environmental tests, examination of topography, local building restrictions, utility availability, soil conditions, engineering reports and such other observations and inspections of the Property as are deemed necessary or appropriate by Purchaser. Seller agrees to provide to the Purchaser, its contractors, agents and employees, reasonable access to the Property for such purposes and acknowledges that such inspections and examination may involve soil borings and samplings and similar invasive procedures. In accordance with Paragraphs 6(b), (c), (d) and (e) hereinbelow, Purchaser shall have ninety (90) days from the Effective Date (the "Initial Inspection Period") (i) to make such inspections and (ii) to obtain any necessary governmental permits and approvals with respect to the construction of the Improvements (hereafter the "Governmental Approvals"). As used herein, the term the "Improvements" means up to 14,100 square feet of retail space for a prototypical "Just For Feet" retail location, together with all related parking and common areas. Seller will not object to Purchaser's construction of up to 15,000 square feet of retail space for such use if permitted under applicable laws, regulations, ordinances and restrictions of record. Promptly following execution of the Agreement, Seller will deliver to Purchaser any phase I environmental report, geotechnical report, survey and title matters related to the Property in Seller's possession.

(b) Notwithstanding the foregoing, the Purchaser (i) shall review and approve all matters relating to the Property (including title, survey and the physical condition of the Property) within thirty (30) days following the Effective Date and (ii) shall use its best efforts to obtain, and shall make timely applications to obtain, all Governmental Approvals.

(c) In the event that the Purchaser is not satisfied with its review of all matters relating to the Property (including title, survey and the physical condition of the Property) within thirty (30) days following the Effective Date (being the first (1st) thirty (30) days of the Initial Inspection Period and hereinafter referred to as the "Review

Period"), then Purchaser may terminate this Agreement by giving written notice to Seller at or prior to the expiration of the Review Period. In such event the Earnest Money shall be returned to the Purchaser upon demand, and the parties shall have no further obligation hereunder, except for any indemnity pursuant to Paragraph 6(i), which shall survive the termination. If no such notice is given, any condition to closing related to title, survey or the physical condition of the Property shall be deemed waived.

(d) Thereafter, notwithstanding any other provision herein to the contrary (except for Seller's obligations under Paragraphs 4 and 8 and completion of the COREA under Paragraph 7 below), the Purchaser shall not be entitled to terminate this Agreement or to receive a return of the Earnest Money for any reasons other than (i) failure to obtain the Governmental Approvals despite compliance with Paragraph 6(b); and (ii) the execution and delivery of a lease between Footstar, Inc. or a subsidiary thereof and the Purchaser for the Property (the "Just For Feet Lease"). In the event that the Purchaser does not obtain the Just For Feet Lease within forty-five (45) days following the Effective Date, then Purchaser may terminate this Agreement by giving written notice to Seller at or prior to the expiration of such forty-five (45) day period. In such event, the Earnest Money shall be returned to the Purchaser upon demand, and the parties shall have no further obligations hereunder, except for any indemnity pursuant to Paragraph 6(i), which shall survive the termination. Subject to the Purchaser's right to extend as set forth below, if no such notice is given, all conditions to closing other than the Governmental Approvals (and except for Seller's obligations under Paragraphs 4 and 8 below and completion of the COREA) shall be deemed waived, and the Earnest Money shall be deemed non-refundable and payable to the Seller.

(e) In the event that the Purchaser does not obtain the Governmental Approvals within the Initial Inspection Period but has complied with all terms hereof including Paragraph 6(b) above, then Purchaser may terminate this Agreement by giving written notice to Seller at or prior to the expiration of the Initial Inspection Period. In such event, the Earnest Money shall be returned to the Purchaser upon demand, and the parties shall have no further obligations hereunder, except for any indemnity pursuant to Paragraph 6(i), which shall survive the termination. Subject to the Purchaser's right to extend as set forth below, if no such notice is given, all conditions to closing (except for Seller's obligations under Paragraphs 4 and 8 below) shall be deemed waived, and the Earnest Money shall be deemed non-refundable and payable to the Seller.

(f) Subject to the conditions set forth below, Purchaser shall have the right to extend the Initial Inspection Period for one (1) additional thirty (30) day period (the "Extended Inspection Period") for the sole purpose of obtaining the Governmental Approvals. The following shall be conditions precedent to the Purchaser's right to extend the Initial Inspection Period as aforesaid: (i) Purchaser shall be in compliance with Paragraph 6(b) above and to that end shall have applied for and be diligently pursuing the Governmental Approvals and (ii) Purchaser shall have waived in writing all of Purchaser's conditions to closing (except for (1) Seller's obligations under Paragraphs 4 and 8, and (2) the Governmental Approvals.)

(g) Such extension rights may be exercised upon (i) written notice to Seller delivered prior to the expiration of the Initial Inspection Period and (ii) delivery to the Escrow Agent of an additional Fifteen Thousand and 00/100 Dollars (\$15,000.00) as additional Earnest Money.

(h) In the event that the Purchaser does not obtain the Governmental Approvals prior to the expiration of the Extended Inspection Period (but has otherwise complied with all terms hereof including Paragraph 6(b)), Purchaser may terminate this Agreement by giving written notice to Seller at or prior to the expiration of the Extended Inspection Period and the Earnest Money shall be paid to the Purchaser upon demand. During the Extended Inspection Period, Purchaser shall not be entitled to terminate this Agreement or to a return of any of the Earnest Money for any reason other than failure to obtain the Governmental Approvals after compliance with Paragraph 6(b) above. Thereafter, the parties shall have no further obligation hereunder, except for the indemnity set forth in Paragraph 6(i) hereof. If no such notice is given within the time period indicated, all of Purchaser's conditions to closing shall be deemed waived (except for Seller's obligations under Paragraphs 4 and 8), and the Earnest Money shall be applied towards the Purchase Price at Closing.

(i) Purchaser hereby agrees to indemnify Seller and hold Seller harmless against all claims, demands and liability, including reasonable attorney's fees, for non-payment for services rendered to Purchaser, for mechanics' liens, or for damages to persons or property arising out of Purchaser's inspection of the Property or entry thereon under this Agreement. Notwithstanding anything to the contrary set forth in this Agreement, the indemnification and agreement to hold harmless set forth in this paragraph shall survive the Closing or the earlier termination of this Agreement as expressly provided herein.

7. COREA:

Within ten (10) days after the Effective Date, the Seller shall deliver to Purchaser a draft of the COREA. The draft shall include, without limitation, provisions to the following effect:

(i) Approval rights of Seller (to be exercised in Seller's reasonable discretion) over Purchaser's site plan, including building mass, parking and landscaping, height limitations, signage approval, and architectural approval of exterior building plans;

(ii) Easements for visibility, utilities and drainage (including provisions related to storm water detention facilities);

(iii) Use restrictions normally found in an outparcel of a first class shopping center (provided that such restrictions do not prohibit the sale of items normally sold by the retailer, Just For Feet); and

(iv) Obligations to maintain the Property and to restore the Property to a slightly condition (such as restoring or razing and landscaping) in the event of casualty including customary enforcement rights for the benefit of the Seller, its successors and assigns.

If the parties cannot agree on the terms of the COREA within sixty (60) days following the Effective Date, either party may terminate this Agreement and the parties shall have no further rights or obligations under this Agreement except for the indemnity contained in Paragraph 6(i), which shall survive the termination. In the event of such termination, the Earnest Money shall be returned to Purchaser.

8. CLOSING:

(a) The consummation of the sales transaction described in this Agreement is referred to herein as the "Closing".

(b) The "Closing Date" shall occur within thirty (30) days following the earlier of: (i) the expiration of the Initial Inspection Period or Extended Inspection Period, as applicable, or (ii) Purchaser's receipt of the Governmental Approvals.

(c) The Closing shall take place in Birmingham, Alabama at a mutually convenient location, no later than the Closing Date.

(d) At the Closing, Seller shall execute and deliver to the Purchaser the following documents:

(i) A Statutory Warranty Deed fully executed and acknowledged by Seller conveying the Property to Purchaser free and clear of all title encumbrances except for the Permitted Exceptions;

(ii) An affidavit certifying that, as of the date of Closing, no improvements or repairs have been made in or to the Property nor any work done which has not been fully paid for, nor have any materials been furnished or delivered to the Property which have not been fully paid for;

(iii) The COREA;

(iv) A Closing Statement; and

(v) Any other documents reasonably required by the title company.

(e) At the Closing, the Purchaser shall deliver to Seller the cash required to be delivered by it at Closing and the COREA and the Closing Statement, each duly authorized and executed by the Purchaser.

(f) All real estate taxes for the Property for the tax year during which Closing occurs shall be prorated at Closing based upon the latest information available. If the Closing occurs on a date when the taxes for such year are not paid but the current year's assessment is available, taxes will be prorated based upon the prior year. Any tax proration based upon an estimate may at the request of either party be subsequently readjusted upon receipt of tax bills.

(g) The title insurance premium and expenses associated therewith shall be paid as provided in Paragraph 3. Purchaser shall pay all costs and expenses relating to the survey and its inspection of the Property and the costs of recording its deed. Any other expenses shall be payable according to local custom and practice in Birmingham, Alabama.

9. DEFAULT:

(a) In the event all conditions to Purchaser's obligation to close have been satisfied and Purchaser fails to close the transaction, Seller may terminate this Agreement, whereupon the Earnest Money deposit shall be forfeited as liquidated damages, or the Seller may at its sole discretion enforce the purchase and sale provided for herein according to its terms by specific performance or other equitable remedy.

(b) In the event all conditions to Seller's obligation to close have been satisfied and Seller fails to close the transaction, Purchaser may at its sole discretion, either enforce this Agreement and the sale and purchase provided for herein according to its terms by all means available at law or equity, including specific performance, or may terminate this Agreement, in which event the Earnest Money shall be returned to Purchaser. In no event shall Purchaser have any claims against Seller for damages in an amount to exceed an amount equal to the Earnest Money.

(c) Each party agrees to give the other party five (5) days notice of any such failure to close or other default hereunder and the opportunity to cure such failure or default within such five (5) day period.

10. AGENCY DISCLOSURE/REAL ESTATE COMMISSIONS:

(a) The Real Estate Consumer's Agency and Disclosure Act of 1995 [Alabama Code (1975) § 34-27-8(c)] provides that the parties hereto and their respective real estate brokers complete the following:

Print name of listing real estate brokerage company, if any, (if none, write "none"): _____
Bayer Properties, Incorporated

The listing real estate brokerage company is an agent of (check one): Seller: (X) Buyer: (_____)

Both parties as a limited consensual dual agent () / Neither Party and is acting as a contract broker ()

Print name of selling real estate brokerage company, if any, (if none, write "none"): _____
Staubach Retail Services SE, Inc.

The selling real estate brokerage company, if any, is an agent of (check one): Seller: () Buyer: (X)

Both parties as a limited consensual dual agent () / Neither Party and is acting as a contract broker ()

(b) Each of the parties represents to the other that it has not incurred and will not incur any liability for brokerage fees or agent commissions in connection with this Agreement, other than Seller's liability for the brokerage commissions to the brokers described in (a) above, and Seller and Purchaser each agree to indemnify and hold the other harmless from and against any and all claims or demands with respect to any brokerage fees or agents' commissions or other compensation asserted by any person, firm, or corporation in connection with this Agreement or the transactions contemplated hereby, insofar as any such claim is based upon any conversation or contract with Seller or Purchaser, respectively.

11. **RISK OF LOSS:** The risk of loss or damage to the Property or condemnation of the Property shall remain with the Seller until the Closing shall have occurred. If, prior to the Closing, the Property is materially damaged or the Property shall be the subject of an action in eminent domain or a proposed taking by a governmental authority, whether temporary or permanent, Purchaser, at its sole discretion, shall have the right to terminate this Agreement upon notice to Seller without liability on its part by so notifying Seller and all Earnest Money heretofore paid by Purchaser shall be refunded to Purchaser. If Purchaser does not exercise its right of termination, any and all proceeds arising out of such damage or destruction, if the same be insured, or out of any such eminent domain or taking, shall be assigned to or paid over to the Purchaser on the Closing Date.

12. **NOTICES:** All notices and other communications provided for herein shall be validly given, made or served if in writing and (i) delivered personally or (ii) sent by United States certified mail, return receipt requested, postage prepaid, or (iii) sent by a nationally recognized overnight courier service, addressed as set forth on the first page or to such other address as shall be furnished in writing by any party to the other parties. Notice shall be effective when received or rejected with respect to item (i); within three (3) days of deposit with respect to item (ii); and within one (1) day of deposit with respect to item (iii).

13. **MISCELLANEOUS PROVISIONS:**

(a) **Assignment:** Purchaser shall not have the right to assign this Agreement to any other party except with the prior written consent of Seller except to an entity owned or controlled by the principals of Purchaser.

(b) **Governing Law:** This Agreement is being delivered and is intended to be performed in the State of Alabama and shall be construed and enforced in accordance with the laws of such State.

(c) **Binding Effect:** All the terms of this Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

(d) **Exhibits:** The Exhibits attached to this Agreement are incorporated herein and made a part hereof as though fully set out herein.

(e) **Construction:** The section and subsection captions and headings herein are for convenience only and shall not affect the construction of any of the terms and provisions of this Agreement.

(f) Entire Agreement: This Agreement sets forth the entire agreement of the parties and it shall not be changed except by written instrument signed by Seller and Purchaser.

(g) Interest on Earnest Money: The Escrow Agent shall deposit the Earnest Money into an interest bearing account. The interest thereon shall follow the Earnest Money and shall be paid to the party who shall be entitled thereto under the terms of this Agreement. Purchaser shall be entitled to a credit against the Purchase Price for any interest paid thereon.

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates set out below, effective as of the date first set forth above.

SELLER:

RIVER RIDGE RETAIL COMPANY, L.L.C.

By: 

Title: Authorized Agent

Date of Execution: 2-22, 2001

PURCHASER:

LIPPERT REAL ESTATE SERVICES, INC.

By: 

Title: President

Date of Execution: 2/20, 2001

EXHIBIT A

LEGAL DESCRIPTION

Lot 2 of River Ridge Plaza, as recorded in Map Book 26, Page 14 in the Probate Office of Shelby County, Alabama.

EXHIBIT B

TITLE EXCEPTIONS

1. Taxes and assessments for the year 2001, and subsequent years, which are not yet due and payable. Tax information has been based on the present assessment roles, but is subject to any future adjustments that may be made by either the Tax Assessor or the Board of Equalization of Shelby County, Alabama.
2. Mineral and mining rights and rights incident thereto recorded in Volume 289, page 374, in the Probate office of Shelby County, Alabama.
3. 15 foot drainage easement as shown by Map of River Ridge Plaza Re-Survey, recorded in Map Book 26, Page 14, in the Probate Office of Shelby County, Alabama, and also as shown on the survey of Jerry W. Harkins, Alabama Registered Surveyor, Licensed Surveyor No. 20355, dated August 24, 1999 (affects a portion of Tract I, now know as Lot 3 on said subdivision plat).
4. Drainage easement as shown by Map of River Ridge Plaza Re-Survey, recorded in Map Book 26, Page 14, in the Probate Office of Shelby County, Alabama, varying in width from 15 feet to 20 feet, and also as shown on the survey of Jerry W. Harkins, Alabama Registered Surveyor, Licensed Surveyor No. 20355, dated August 24, 1999 (affects a portion of Tract I, now know as Lot 5 on said subdivision plat).
5. 20 foot utility easement as shown by Map of River Ridge Plaza Re-Survey, recorded in Map Book 26, Page 14, in the Probate Office of Shelby County, Alabama, and also shown on the survey of Jerry W. Harkins, Alabama Registered Surveyor, Licensed Surveyor No. 20355, dated August 24, 1999 (affects a portion of Tract I, now know as Lot 5 on said subdivision plat).
6. Storm sewer easement of variable width as shown by Map of River Ridge Plaza Re-Survey, recorded in Map Book 26, Page 14, in the Probate Office of Shelby County, Alabama, and also as shown on the survey of Jerry W. Harkins, Alabama Registered Surveyor, Licensed Surveyor No. 20355, dated August 24, 1999 (affects a portion of Tract I, now know as Lot 3 on said subdivision plat).
7. 10 foot storm sewer easement as shown by Map of River Ridge Plaza Re-Survey, recorded in Map Book 26, Page 14, in the Probate Office of Shelby County, Alabama, and also as shown on the survey of Jerry W. Harkins, Alabama Registered Surveyor, Licensed Surveyor No. 20355, dated August 24, 1999 (affects a portion of Tract I, now know as Lot 3 on said subdivision plat).
8. Declaration of Covenants and Restrictions for Cahaba River Park appearing of record in Misc. Volume 9, page 513. Amendment to Restrictive Covenants file for record in Misc. Volume 42, page 428. Second Amendment to Restrictive Covenants recorded in Misc. Volume 52, page 969. Third Amendment to Restrictive Covenants recorded in Real 238, page 916. Easement and Fourth Amendment to Restrictive Covenants recorded in Real 271, page 363. Fifth Amendment to Restrictive Covenants recorded in Real 271, page 380, in the Probate Office of Shelby County, Alabama. Sixth Amendment and Restatement of Certain Provisions of Restrictive Covenants recorded in Instrument 1992/10301, as modified by Consent and Waiver as to Restrictive Covenants recorded in Instrument 1999-38031. All in the Probate Office of Shelby County, Alabama.
9. 35 foot Utility Easement recorded in Real 105, page 733, in the Probate Office of Shelby County, Alabama, and as shown on the survey of Jerry W. Harkins, Alabama Registered Surveyor, Licensed Surveyor No. 20355, dated August 24, 1999 (affects a portion of Tract I, now know as Lot 5 on said subdivision plat).

10. Mineral and mining rights and rights incident thereto; Release of Damages; covenants; exceptions and reservations recorded in Deed Book 335, page 58, in the Probate Office of Shelby County, Alabama.
11. Restrictions set out in Item 10 of Exhibit B of that certain warranty deed from St. Vincent's Hospital, an Alabama non-profit corporation to River Ridge Retail Company, L.L.C., recorded in Instrument 1999-38032, in the Probate Office of Shelby County, Alabama (affects a portion of Tract I, now known as Lots 2, 3, and 5 on said subdivision plat).
12. 15 foot sanitary sewer easement as shown by Map of River Ridge Plaza Re-Survey, recorded in Map Book 26, Page 14, in the Probate Office of Shelby County, Alabama, and as shown on the survey of Jerry W. Harkins, Alabama Registered Surveyor, Licensed Surveyor No. 20355, dated August 24, 1999 (affects a portion of Tract I, now know as Lot 3 on said subdivision plat).
13. Rights to others in and to that certain Reciprocal Easement and Operating Agreement appearing of record in Instrument No. 1999-38039 in the Probate Office of Shelby County, Alabama.
14. Rights of others in and to that certain Operation and Easement and Agreement appearing of record in Instrument No. 1999-38041 in the Probate Office of Shelby County, Alabama.

EXHIBIT C
FOOTSTAR APPROVALS

**FIRST AMENDMENT TO
REAL ESTATE SALES AGREEMENT
(Sale of Outparcel)**

THIS FIRST AMENDMENT is made by the undersigned parties this ____ day of April, 2001 to that certain Real Estate Sales Agreement dated February 20, 2001 (the "Agreement") by and between **RIVER RIDGE RETAIL COMPANY, L.L.C.**, a Delaware limited liability company, hereinafter referred to as "Seller", and **LIPPERT REAL ESTATE SERVICES, INC.**, an Delaware corporation, hereinafter referred to as "Purchaser".

WITNESSETH:


WHEREAS, in accordance with Paragraph 6(d) of the Agreement, Purchaser has forty-five (45) days from the Effective Date of the Agreement, which is April 6, 2001, to terminate the Agreement by written notice to Seller for not obtaining the Just For Feet Lease (the "Just For Feet Lease Contingency"); and

WHEREAS, the parties desire to extend the Just For Feet Lease Contingency upon the terms and conditions herein.

NOW, THEREFORE, for and in consideration of Ten and 00/100 Dollars (\$10.00) and of the terms and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree as follows:

1. Paragraph 6(d) is hereby amended as follows:

Notwithstanding anything to the contrary in Paragraph 6(d), the Just for Feet Lease Contingency as described above is hereby extended to expire on April 16, 2001. In the event that the Purchaser does not obtain the fully executed Just For Feet Lease on or before April 16, 2001, then Purchaser may terminate the Agreement by giving written notice to Seller on or prior to April 16, 2001. In such event the Earnest Money shall be returned to the Purchaser upon demand, and the parties shall have no further obligations hereunder, except for any indemnity pursuant to Paragraph 6(i), which shall survive the termination.

2. All conditions to Closing, other than (i) Seller's delivery of an estoppel certificate from Seller regarding the Target OEA (recorded as Instrument No. 1999-38041 in the Shelby County Probate Office) in accordance with Section 6.3 thereof; (ii) Purchaser's approval of the estimated CAM and detention pond maintenance charges attributable to the Property; (iii) the Governmental Approvals; (iv) Seller's obligations under Paragraphs 4 and 8 of the Agreement; (v) the completion of the COREA in accordance with Paragraph 7 of the Agreement; and (vi) the Just For Feet Lease Contingency, are hereby deemed waived by the Purchaser, and the Earnest Money is hereby deemed non-refundable and payable to the Seller with respect to all conditions to Closing except as aforesaid.
 3. All other terms and conditions of the Agreement are hereby ratified and shall remain unchanged and in full force and effect.
- 

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed by their duly authorized representatives on the day and year first above written.

WITNESS(ES):

SELLER:

**RIVER RIDGE RETAIL
COMPANY, L.L.C.**

By: _____

Jeffrey A. Bayer

Its: _____

Authorized Agent

PURCHASER:

**LIPPERT REAL ESTATE
SERVICES, INC.**

By: _____

Name: _____

Its: _____

[Handwritten Signature]

[Handwritten Signature]

PRESIDENT

**SECOND AMENDMENT TO
REAL ESTATE SALES AGREEMENT
(Sale of Outparcel)**

THIS SECOND AMENDMENT is made by the undersigned parties this 16th day of April, 2001 to that certain Real Estate Sales Agreement dated February 20, 2001, as amended by that certain First Amendment dated April 6, 2001 (the "Agreement") by and between RIVER RIDGE RETAIL COMPANY, L.L.C., a Delaware limited liability company, hereinafter referred to as "Seller", and LIPPERT REAL ESTATE SERVICES, INC., an Delaware corporation, hereinafter referred to as "Purchaser".

WITNESSETH:

WHEREAS, in accordance with Paragraph 6(d) of the Agreement, Purchaser has until April 16, 2001, to terminate the Agreement by written notice to Seller for not obtaining the Just For Feet Lease (the "Just For Feet Lease Contingency"); and

WHEREAS, the parties desire to extend the Just For Feet Lease Contingency upon the terms and conditions herein.

NOW, THEREFORE, for and in consideration of Ten and 00/100 Dollars (\$10.00) and of the terms and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree as follows:

1. Paragraph 6(d) is hereby amended as follows:

Notwithstanding anything to the contrary in Paragraph 6(d), the Just for Feet Lease Contingency as described above is hereby extended to expire on April 20, 2001 at 5:00 p.m., CST. In the event that the Purchaser does not obtain the fully executed Just For Feet Lease on or before April 20, 2001, then Purchaser may terminate the Agreement by giving written notice to Seller on or prior to 5:00 p.m., CST, April 20, 2001. In such event, subject to Paragraph 3 of this Second Amendment, the Earnest Money shall be returned to the Purchaser upon demand, and the parties shall have no further obligations hereunder, except for any indemnity pursuant to Paragraph 6(i), which shall survive the termination.

2. All conditions to Closing, other than (i) Seller's delivery of an estoppel certificate from Seller regarding the Target OEA (recorded as Instrument No. 1999-38041 in the Shelby County Probate Office) in accordance with Section 6.3 thereof; (ii) the Governmental Approvals; (iii) Seller's obligations under Paragraphs 4 and 8 of the Agreement; (iv) the completion of the COREA in accordance with Paragraph 7 of the Agreement; and (v) the Just For Feet Lease Contingency, are hereby deemed waived by the Purchaser, and the Earnest Money is hereby deemed non-refundable and payable to the Seller with respect to all conditions to Closing except as aforesaid.
3. Notwithstanding any other provision in the Agreement or this Second Amendment to the contrary, in consideration of this Second Amendment, \$5,000 of the Earnest Money previously deposited by Purchaser shall, as of the date hereof, be non-refundable to the Purchaser and shall

be payable to the Seller upon demand in the event of any termination of this Agreement by Purchaser in accordance with the applicable provisions of the Agreement.

4. Notices by facsimile shall be acceptable as follows:

To Seller:	River Ridge Retail Company, L.L.C. C/o Bayer Properties, Incorporated 2222 Arlington Avenue Birmingham, Alabama 35205 Attention: David L. Silverstein Fax: (205) 795-4161
With a Copy to:	Denise W. Killebrew, Esq. Berkowitz, Leffkovits, Isom & Kushner, P.C. 420 20 th Street North, Suite 1600 Birmingham, Alabama 35203 Fax: (205) 322-8007
If to Purchaser:	Lippert Real Estate Services, Inc. 329 Stratford Place, No. 14 Bloomington, Illinois 60108 Attention: Gary Lippert Fax: (630) 924-0298
With a Copy to:	Wildman, Harrold, Allen Dixon 8225 West Wacker Drive, Suite 2800 Chicago, Illinois 60606 Attention: Bruce L. Boruszak Facsimile No.: 312-201-2555

5. All other terms and conditions of the Agreement are hereby ratified and shall remain unchanged and in full force and effect.

[Signatures Appear on next following page]

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed by their duly authorized representatives on the day and year first above written.

WITNESS(ES):

SELLER:

**RIVER RIDGE RETAIL
COMPANY, L.L.C.**

By: _____

David L. Silverstein

Its: _____

Authorized Agent

PURCHASER:

**LIPPERT REAL ESTATE
SERVICES, INC.**

By: _____

Name: _____

Its: _____

John J. Lippert
John J. Lippert
President

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed by their duly authorized representatives on the day and year first above written.

WITNESS(ES):

Stephanie Eyer

SELLER:

**RIVER RIDGE RETAIL
COMPANY, L.L.C.**

By: David L. Silverstein

David L. Silverstein

Its: Authorized Agent

PURCHASER:

**LIPPERT REAL ESTATE
SERVICES, INC.**

By: _____

Name: _____

Its: _____

EXHIBIT "B"

**THE LAND
LEGAL DESCRIPTION**

Lot 2, according to the Survey of River Ridge, as recorded in Map Book 16, page 14, in the Probate Office of Shelby County, Alabama.

Inst # 2001-28021

**07/06/2001-28021
03:04 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE**

021 KB 89.00