

This instrument was prepared by:

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Metropolitan Life Insurance Company
Suite 600
303 Perimeter Center North
Atlanta, Georgia 30346-0630

Inst # 1995-36309

12/19/1995-36309
09:13 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
007 MCD 23.50

STATE OF ALABAMA)
) MORTGAGE MODIFICATION AGREEMENT
COUNTY OF SHELBY)

THIS MORTGAGE MODIFICATION AGREEMENT made and entered into as of the 1st day of December 1995, by and between METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation (the "Lender") and RIVERCHASE CENTER ASSOCIATES, an Alabama general partnership (the "Borrower");

PRELIMINARY STATEMENTS

A. Reference is hereby made to the following documents (collectively, the "Loan Documents"):

(i) That certain Promissory Note dated December 19, 1990, executed by Borrower to Lender in the original principal amount of \$9,600,000.00 (the "Note") which Note is being modified by a Note Modification Agreement of even date herewith;

(ii) That certain Mortgage and Security Agreement executed by Borrower, in favor of Lender, and recorded in the Probate Office of Shelby County, Alabama in Real Book 323 Page 103 (the "Mortgage");

(iii) That certain Assignment of Lessor's Interest in Leases dated December 19, 1990, from Borrower to Lender and recorded in Probate Office of Shelby County, Alabama in Real Record 323, Page 143 (the "Assignment of Leases").

B. The Lender, as holder and owner of the Loan Documents, and the Borrower now desire to modify and amend the provisions of certain of the Loan Documents in the manner hereinafter set forth, it being specifically understood that except as herein modified and amended, the terms and provisions of such documents shall remain unchanged and continue in full force and effect as therein written.

AGREEMENT

NOW, THEREFORE, the Lender and Borrower, in consideration of the Preliminary Statements and for the purposes stated therein, and for other valuable consideration, receipt of which is hereby acknowledged, do hereby agree as follows:

1. Modification of Mortgage. The Mortgage is hereby amended as follows:

(a) ERISA. The following shall be added as an additional representation under the Mortgage:
"Mortgagor hereby represents, warrants and covenants that:

- (i) Mortgagor is not an employee benefit plan as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), which is subject to Title 1 of ERISA, nor a plan as defined in Section 4975(e)(1) of the Internal Revenue Code of 1986, as amended (each of the foregoing hereinafter referred to collectively as a "Plan");
- (ii) Mortgagor's assets do not constitute "plan assets" of one or more such Plans within the meaning of Department of Labor Regulation Section 2510.3-101;
- (iii) Mortgagor will not transfer or convey the Property to a Plan or to a person or entity whose assets constitute such "plan assets," and will not be reconstituted as a Plan or as an entity whose assets constitute "plan assets";
- (iv) Mortgagor will not enter into any Space Leases affecting the Property where the Space Tenant thereunder is a Plan or an entity whose assets constitute such "plan-assets"; and
- (v) With respect to the Loan secured by this Mortgage, Mortgagor is acting on its own behalf and not on account of or for the benefit of any Plan."

(b) Escrows. The last sentence of Paragraph 1.06 of the Mortgage appearing on page 9 thereof shall be amended to read as follows: "The foregoing obligations of Mortgagor are subject to the condition that Mortgagor shall not be required to escrow for Insurance Premiums unless and until an Event of Default occurs or Mortgagee requests such payments, which request may be made in Mortgagee's sole discretion."

(d) Reference to Note. All references in the Mortgage to the defined term "Note" shall include all modifications to the Note effected by a Note Modification Agreement of even date herewith.

2. No Impairment of Security, Etc. It is mutually agreed by and between the parties hereto that this Agreement shall become a part of the Loan Documents by reference and that nothing herein

contained shall impair the security now held for the indebtedness, nor shall waive, annul, vary or affect any provision, condition, covenant or agreement contained in the Loan Documents, except as herein amended, nor affect or impair any rights, powers or remedies under the Loan Documents, as hereby amended, or any of them. Furthermore, the Lender does hereby reserve all rights and remedies it may have as against all parties who may be or may hereafter become secondarily liable for the repayment of the indebtedness evidenced by the Note.

3. No Novation. The execution and delivery hereof shall not constitute a novation or modification of the lien, encumbrance or security title of the Mortgage which Mortgage shall retain its priority as originally filed for record.

4. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of any assignee or the respective heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto under seal and delivered as of the day and year first above written.

LENDER:

METROPOLITAN LIFE INSURANCE COMPANY,
a New York corporation

By: _____


Robert P. Edwards


Title: Assistant Vice President

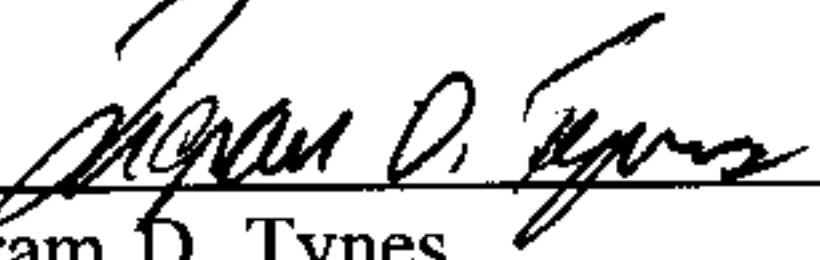
BORROWER:

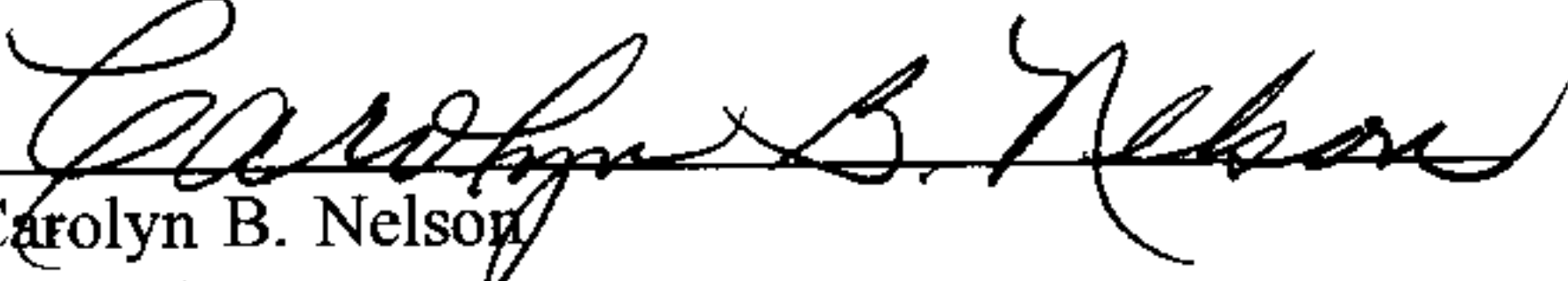
RIVERCHASE CENTER ASSOCIATES


By: G-B Partnership

By: 
Raymond D. Gottlieb
General Partner

By: 
Robert L. Bohorfoush
General Partner

By: 
Ingram D. Tynes
General Partner

By: 
Carolyn B. Nelson
General Partner

By: 
Irby M. Cohen
General Partner

STATE OF GEORGIA

COUNTY OF DEKALB

I, Leticia A. Proctor, a Notary Public in and for said County in said State, hereby certify that Robert P. Edwards, whose name as Assistant Vice President of Metropolitan Life Insurance Company, a New York 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 as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under by hand and official seal this 1st day of December 1995.

Leticia A. Proctor
Notary Public

My commission expires: February 18, 1997.

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, Attest, a Notary Public in and for said County in said State, hereby certify that Raymond D. Gotlieb and Robert L. Bohorfoush, whose names as general partners of G-B Partnership, an Alabama general partnership, whose names are signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed as to the contents of the instrument, they, as such partners, with full authority, executed the same voluntarily for and as the act of said G-B Partnership, acting in its capacity as general partner of Riverchase Center Associates.

Given under by hand and official seal this 30th day of March, 1995.

[Signature]
Notary Public

My commission expires: 21 May 97

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Ingram D. Tynes, whose name as general partner of Riverchase Center Associates, an Alabama general partnership, 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 as such partner and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under by hand and official seal this 30th day of November, 1995.



Notary Public

My commission expires: 21 May 97

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Irby M. Cohen, whose name as general partner of Riverchase Center Associates, an Alabama general partnership, 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 as such partner and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under by hand and official seal this 30th day of November, 1995.



Notary Public

My commission expires: 21 May 97

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Carolyn B. Nelson, whose name as general partner of Riverchase Center Associates, an Alabama general partnership, 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 as such partner and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under by hand and official seal this 30th day of March, 1995.



Notary Public

My commission expires:

21 May 97

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