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SHELBY COUNTY JUDGE OF PROBATE
013 CJ1 47.00

AMENDED AND RESTATED ASSIGNMENT OF RENTS AND LEASES

RECITALS:

821620.3

(the "Assignment of Contract"); and (e) any and all other documents executed by the Borrowers or others as security for the Loan evidenced by the Note and the Loan Agreement (collectively, the "Loan Documents"). *All defined terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.*

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, and as an inducement to the Lender to make the Loan to Borrowers, Borrowers do hereby sell, assign, transfer and set over unto Lender, its successors and assigns, all of Borrowers' respective right, title and interest in and to the following:

(a) Any oral and written leases and other agreements for the use or occupancy made or agreed to by, any person or entity and any and all amendments, extensions, renewals, modifications and replacements thereof pertaining to all or any part of the Property, whether such leases or other agreements have been heretofore or are hereafter made or agreed to (collectively, the "Leases");

(b) The rents, issues and profits and any other payments by any and all lessees under the Leases in addition to rent (collectively the "Rents") which may hereafter become due pursuant to any of the Leases pertaining to all or any part of the Property;

(c) Any and all moneys, awards or other payments made or payable by any and all lessees under the Leases in lieu of rent, including, but not limited to, any damages (all such moneys, awards or payments, including, but not limited to, damages, are collectively referred to herein as the "Damages") which may hereafter become due pursuant to any of the Leases pertaining to all or any part of the Property;

(d) Any and all other guaranties (collectively, the "Guaranties") of any of the Leases, and the rights, powers, privileges, and other benefits of the Borrowers under the Guaranties;

(e) All rights, powers, privileges, options and other benefits (collectively the "Rights") of Borrowers under the Leases, including without limitation of the foregoing:

(i) the immediate and continuing right to receive and collect all insurance proceeds, condemnation awards, moneys and security deposits or the like pursuant to any of the provisions thereof, whether as rents or otherwise (except sums payable directly to any person other than the lessor thereunder);

(ii) the right to make all waivers and agreements, including waivers of obligations of lessees;

(iii) the right to give all notices, permissions, consents and releases, including consent to the subordination of the interest of a lessee;

(iv) the right to take such action upon the happening of a default under the Leases (including the commencement, conduct and consummation of proceedings at law or in equity) as shall be permitted under any provisions of the Leases or by law;

(v) the right to do any and all other things whatsoever which Borrowers are or may become entitled to under the Leases;

(vi) the right to exercise any option required or permitted;

and Borrowers hereby authorize Lender, upon the occurrence of and during the uncured pendency of an Event of Default:

(vii) to manage the Property and let and relet the Property, or any part thereof according to Lender's own discretion;

(viii) to prosecute or defend any suits in connection with the Property in the name of any or all of Lender or Borrowers as it may consider desirable;

(ix) to enforce or take any other action in connection with the Leases in the name of any or all of Lender or Borrowers (or either of them);

(x) to make such repairs to the Property as Lender may deem reasonably advisable; and

(xi) to do anything in or about the Property that Lender may deem reasonably advisable or that the Borrowers (or either of them) has the right or power to do.

TO HAVE AND TO HOLD unto Lender, its successors and assigns, forever, subject to and upon the terms set forth herein.

Although this Assignment constitutes a present assignment of the foregoing Leases, Rights, Rents, Guaranties, Damages, interests and privileges, Borrowers shall have the right and license to collect and use all rentals due under the Leases, and, subject to the covenants and restrictions on Borrowers contained herein and the other paragraphs of this Assignment, to exercise the Rights herein, provided, however, that such license shall be revoked upon the occurrence of and during the uncured pendency of an Event of Default.

ARTICLE I
WARRANTIES AND COVENANTS

1.01 **Warranties of Borrower.** Borrowers hereby represent and warrant to Lender that:

(a) Borrowers are the owners, respectively, of the landlord's interest under the Leases (RRRC being the fee simple owner of the parcel described on Exhibit A attached hereto as "Tract I," and RRDC being the fee simple owner of the parcel described on Exhibit A attached hereto as "Tract II"), are entitled to receive the rents, issues, profits and security deposits under their respective Leases, and have good right to sell, assign, transfer and set over the same and to grant to and confer upon Lender the rights, interests, powers and authorities herein granted and conferred.

(b) Borrowers have neither made nor permitted to be made any assignment other than this Assignment of any of their respective rights under the Leases to any person or entity.

(c) Borrowers have not done any act or omitted to do any act which might prevent Lender from, or limit Lender in, acting under any of the provisions of this Assignment.

(d) Borrowers have not accepted rent more than thirty (30) days in advance of its due date except as approved in writing by Lender.

(e) To the best of Borrowers' knowledge, no Default or Event of Default (which terms include the expiration of any applicable grace or cure periods) exists under the Leases.

(f) Borrowers are not prohibited under any agreement with any other person or entity or under any judgment or decree from the execution and delivery of this Assignment or of the Leases, from the performance of each and every covenant of Borrowers hereunder and under the Leases, or from the meeting of each and every condition contained herein or in the Leases.

(g) No action has been brought or threatened which in any way would interfere with the right of Borrowers to execute this Assignment and perform all of Borrowers' obligations herein contained.

1.02. **Covenants of Borrowers.** Borrowers hereby covenant and agree with Lender as follows:

(a) Each Borrower shall (i) fulfill, perform and observe each and every condition and covenant of such Borrower contained in the Leases to which it is a party; (ii) at the sole cost and expense of such Borrower, diligently seek to enforce the performance and observance of each and every covenant and condition of its Leases to be performed or observed by the lessees thereunder; and (iii) appear in and defend any action growing out of, or in any manner connected with, any of the Leases or the obligations or liabilities of such Borrower, as lessor thereunder, or of any of the lessees or guarantors thereunder.

(b) Neither Borrower shall, without the prior written consent of Lender: (i) make any material modifications or amendments to any of the Leases (i.e., to reduce the term or rental payments) to which it is a party; (ii) except in the ordinary course of business of projects of similar size and nature, terminate the term or accept the surrender of any of the Leases to which it is a party; (iii) except as approved in writing by Lender, permit the prepayment of any rents for more than thirty (30) days prior to the accrual thereof; (iv) except in the ordinary course of business of projects of similar size and nature, waive, or release lessees from performance or observance of any obligation or condition of the Leases to which it is a party; (v) except in the ordinary course of business of projects of similar size and nature, give any consent to any assignment by any of the lessees of the Leases to which it is a party, or to any sublease of any part or portion of any of the Property; or (vi) further assign its respective interest in the Leases or the Property.

(c) Upon the occurrence of an Event of Default hereunder, each Borrower shall authorize and direct, and do hereby authorize and direct each and every present and future tenant under the Leases to which it is a party, to pay rental directly to Lender upon receipt of written demand from Lender to pay the same.

(d) Lender shall not be obligated to perform or discharge any obligation of either Borrower under any of the Leases, and each Borrower agrees to indemnify and hold Lender harmless from and against any and all liability, loss or damage which Lender may incur under any of the Leases or under or by reason of this Assignment and from and against all claims and demands whatsoever which may be asserted against it by reason of an act of Lender under this Assignment or under any of the Leases, except that Borrowers' shall not indemnify Lender's for claims and demands arising due to Lender's negligence or wilful misconduct.

1.03 **Covenants of Lender.** Lender, by its acceptance hereof, covenants and agrees with Borrowers that:

(a) Although this Assignment constitutes a present and current assignment of all Rents, so long as there shall exist no Event of Default, Borrowers shall have the right (i) to collect, but not more than thirty (30) days prior to accrual (except as approved in writing by Lender), all such Rents, and to retain, use and enjoy the same, and (ii) to maintain the security deposits in a separate, identifiable account in a bank in which funds are federally insured acceptable to Lender.

(b) Subject to the terms and conditions set forth in Section 4.08 of the Mortgage with respect to partial releases, upon the payment in full of the Loan Obligations, this Assignment shall become and be void and of no further effect, and Lender shall release this Assignment of record.

ARTICLE II

DEFAULT

2.01 **Event of Default.** The occurrence of any one or more of the following events shall constitute an "Event of Default" hereunder:

(a) The failure by Borrowers to perform or observe any covenant of Borrowers contained in this Assignment after the expiration of any applicable notice and cure periods set forth herein or in the Loan Agreement; or

(b) The failure by Borrowers to cause to be true in all material respects and not materially misleading any warranty of Borrowers contained herein; or

(c) The occurrence of any Event of Default under any of the Loan Documents.

2.02 **Remedies.** Upon the occurrence of any Event of Default, Lender may at its option, with or without notice or demand of any kind (except as may be provided in any of the Loan Documents), exercise any or all of the following remedies:

(a) Declare any part or all of the Loan Obligations to be due and payable, whereupon the same shall become immediately due and payable;

(b) Perform any and all obligations of Borrowers under any or all of their Leases or this Assignment and exercise any and all rights of Borrowers herein or therein as fully as Borrowers themselves could do, including, without limiting the generality of the foregoing: enforcing, modifying, extending or terminating any or all of the Leases; collecting, modifying, compromising, waiving or increasing any or all of the rents payable thereunder; and obtaining new tenants and entering into new leases on the Property on any terms and conditions deemed desirable by Lender, and, to the extent Lender shall incur any costs in connection with the performance of any such obligations of Borrowers, including costs of litigation, then all such costs shall become a part of the Loan Obligations secured by the Loan Documents, shall bear interest from the incurrence thereof at the Default Rate, and shall be due and payable on demand;

(c) In a Borrower's or Lender's name, institute any legal or equitable action which Lender in its sole discretion deems desirable to collect and receive any or all of the Rents assigned herein; or

(d) Collect the Rents due under the Leases and apply the same in such order as Lender in its sole discretion may elect to pay (i) all costs and expenses, including reasonable attorneys' fees, in connection with the operation of the Property, the performance of such Borrower's obligations under the Leases and collection of the Rents thereunder; (ii) all costs and expenses, including reasonable attorneys' fees, in the collection of any or all of the Loan Obligations, including all costs, expenses and reasonable attorneys' fees in seeking to realize on or to protect or preserve

Lender's interest in any other Collateral securing any or all of the Loan Obligations; and (iii) any or all unpaid principal, interest or other charges due under or secured by the Loan Documents. Any amounts remaining after such application shall be applied to the payment of the Loan Obligations secured by the Loan Documents or to monthly payments thereof, and upon the payment in full of the Loan Obligations; then this Assignment and all rights of Lender hereunder shall cease and terminate.

The exercise of any remedies by Lender and the collection of the Rents and the application thereof as aforesaid, shall in no wise operate to cure or waive any Default or Event of Default hereunder or under any other of the Loan Documents, or prohibit the taking of any other action by Lender under any of the Loan Documents or at law or in equity to enforce the payment of such indebtedness or to realize on any other security. Lender shall have the full right to exercise any or all of the foregoing remedies without regard to the adequacy of security for any or all of the indebtedness, and to the extent permitted by applicable law, with or without the commencement of any legal or equitable action or the appointment of any receiver or trustee, and to the extent permitted by applicable law, shall have the full right to enter upon, take possession of, use and operate all or any portion of the Property which Lender in its sole discretion deems desirable to effectuate any or all of the foregoing remedies. In no event shall Lender be liable to any lessee under any of the Leases for the return of any security deposit in any amount in excess of the amount delivered to Lender by Borrowers.

ARTICLE III **GENERAL PROVISIONS**

3.01 **Successors and Assigns.** This Assignment shall inure to the benefit of and be binding upon Borrowers and Lender and their respective heirs, executors, legal representatives, successors and assigns. Whenever a reference is made in this Assignment to "Borrowers" or "Lender," such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors and assigns of Borrowers or Lender.

3.02 **Terminology.** All personal pronouns used in this Assignment, whether used in the masculine, feminine or neuter gender, shall include all other genders, and the singular shall include the plural, and vice versa. Titles of Articles and Sections are for convenience only and neither limit nor amplify the provisions of this Assignment.

3.03 **Severability.** If any provision of this Assignment or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Assignment and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

3.04 **No Third Party Beneficiaries.** This Assignment is made solely for the benefit of Lender and its assigns. No tenant under any of the Leases nor any other person shall have standing to bring any action against Lender as the result of this Assignment, or to assume that Lender will

exercise any remedies provided herein, and no person other than Lender shall under any circumstances be deemed to be a beneficiary of any provision of this Assignment.

3.05 **No Oral Modifications.** Neither this Assignment nor any provisions hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

3.06 **Cumulative Remedies.** The remedies herein provided shall be in addition to and not in substitution for the rights and remedies vested in Lender in any of the Loan Documents or in law or equity, all of which rights and remedies are specifically reserved by Lender. The remedies herein provided or otherwise available to Lender shall be cumulative and may be exercised concurrently. The failure to exercise any of the remedies herein provided shall not constitute a waiver thereof, nor shall use of any of the remedies herein provided prevent the subsequent or concurrent resort to any other remedy or remedies. It is intended that this clause shall be broadly construed so that all remedies herein provided or otherwise available to Lender shall continue and be each and all available to Lender until the indebtedness evidenced by the Loan Documents shall have been paid in full.

3.07 **Cross-Default.** An Event of Default by Borrowers under this Assignment shall constitute an Event of Default under all other Loan Documents.

3.08 **Further Assurances.** At any time and from time to time, upon request by Lender, Borrowers will make, execute and deliver, or cause to be made, executed and delivered, to Lender and, where appropriate, cause to be recorded and/or filed and from time to time thereafter to be re-recorded and/or refiled at such time and in such offices and places as shall be deemed desirable by Lender, any and all such other and further assignments, mortgages, security agreements, financing statements, continuation statements, instruments of further assurance, certificates and other documents as may, in the reasonable opinion of Lender, be necessary or desirable in order to effectuate, complete, or perfect, or to continue and preserve (a) the obligations of Borrowers under this Assignment and (b) the security interest created by this Assignment as a first and prior security interest upon the Leases, Rents, Damages, Guaranties, and Rights assigned hereby. Upon any failure by Borrowers so to do, Lender may make, execute, record, file, re-record and/or refile any and all such assignments, deeds to secure debt, mortgages, deeds of trust, security agreements, financing statements, continuation statements, instruments, certificates and documents for and in the name of Borrowers, and Borrowers hereby irrevocably appoint Lender the agent and attorney-in-fact of Borrowers so to do.

3.09 **Notices.** Any and all notices, elections or demands permitted or required to be made under this Assignment shall be made in accordance with the provisions relating to notice set forth in the Loan Agreement.

3.10 **Modifications, etc.** Borrowers hereby consent and agree that Lender may at any time and from time to time, without notice to or further consent from Borrowers, either with or without

consideration, surrender any property or other security of any kind or nature whatsoever held by it or by any person, firm or corporation on its behalf or for its account securing the indebtedness evidenced by the Loan Documents; extend or renew the Note or any other of the Loan Documents for any period; grant releases, compromises and indulgences with respect to the Note or any other of the Loan Documents to any persons or entities now or hereafter liable thereunder or hereunder; release any guarantor or endorser of the Note, or any other of the Loan Documents; or take or fail to take any action of any type whatsoever, and no such action with Lender shall take or fail to take in connection with the Loan Documents, or any of them, or any security for the payment of the indebtedness evidenced by the Loan Documents or for the performance of any obligations or undertakings of Borrowers, nor any course of dealing with Borrowers or any other person, shall release obligations hereunder, affect this Assignment in any way or afford Borrowers any recourse against Lender. The provisions of this Assignment shall extend and be applicable to all renewals, amendments, extensions, consolidations and modifications of the Loan Documents and the Leases, and any and all references herein to the Loan Documents or the Leases shall be deemed to include any such renewals, amendments, extensions, consolidations or modifications thereof.

3.11 Controlling Law. THIS ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ALABAMA. THE LENDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED IN JEFFERSON COUNTY IN THE STATE OF ALABAMA, AND THE BORROWERS AGREE THAT THE LOAN SHALL BE FUNDED FROM AND THIS ASSIGNMENT SHALL BE HELD BY LENDER AT SUCH PRINCIPAL PLACE OF BUSINESS, AND THE HOLDING OF THIS ASSIGNMENT BY LENDER THEREAT SHALL CONSTITUTE SUFFICIENT MINIMUM CONTACTS OF BORROWERS WITH JEFFERSON COUNTY AND THE STATE OF ALABAMA FOR THE PURPOSE OF CONFERRING JURISDICTION UPON THE FEDERAL AND STATE COURTS PRESIDING IN SUCH COUNTY AND STATE. BORROWERS CONSENT THAT ANY LEGAL ACTION OR PROCEEDING ARISING HEREUNDER MAY BE BROUGHT IN THE CIRCUIT COURT OF THE STATE OF ALABAMA, JEFFERSON COUNTY, ALABAMA OR THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ALABAMA AND ASSENT AND SUBMIT TO THE PERSONAL JURISDICTION OF ANY SUCH COURT IN ANY ACTION OR PROCEEDING INVOLVING THIS ASSIGNMENT. NOTHING HEREIN SHALL LIMIT THE JURISDICTION OF ANY OTHER COURT.

3.12 Waiver of Jury Trial. BORROWERS WAIVE ANY RIGHT TO TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING OUT OF OR IN ANY WAY RELATED TO THIS ASSIGNMENT OR THE LOAN, OR (B) IN ANY WAY CONNECTED WITH OR PERTAINING OR RELATED TO OR INCIDENTAL TO ANY DEALINGS OF LENDER AND/OR BORROWERS WITH RESPECT TO THE LOAN DOCUMENTS OR IN CONNECTION WITH THIS ASSIGNMENT OR THE EXERCISE OF ANY PARTY'S RIGHTS AND REMEDIES UNDER THIS ASSIGNMENT OR OTHERWISE, OR THE CONDUCT OR THE RELATIONSHIP OF THE PARTIES HERETO, IN ALL OF THE FOREGOING

CASES WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. BORROWERS AGREE THAT LENDER MAY FILE A COPY OF THIS ASSIGNMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY, AND BARGAINED AGREEMENT OF BORROWERS IRREVOCABLY TO WAIVE THEIR RIGHTS TO TRIAL BY JURY AS AN INDUCEMENT OF LENDER TO MAKE THE LOAN, AND THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY DISPUTE OR CONTROVERSY WHATSOEVER (WHETHER OR NOT MODIFIED HEREIN) BETWEEN BORROWERS AND LENDER SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

IN WITNESS WHEREOF, Borrowers have caused this Assignment to be properly executed by their duly authorized representatives as of the day and year first above written.

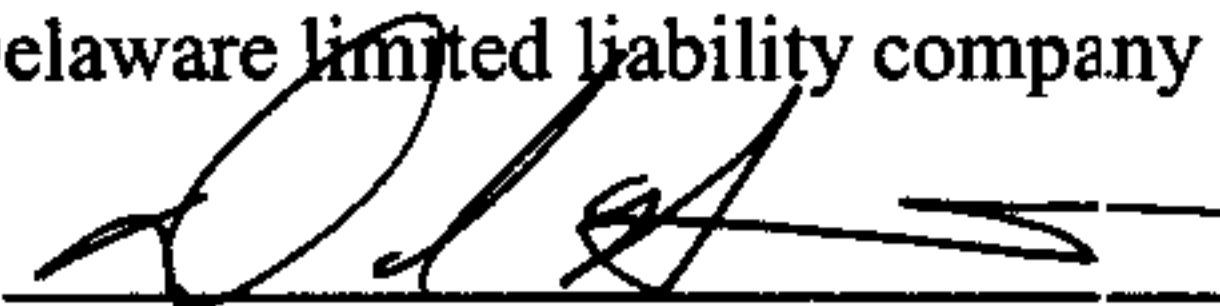
BORROWERS:

RIVER RIDGE DEVELOPMENT COMPANY, L.L.C.,
a Delaware limited liability company

By: 

David L. Silverstein
Its Authorized Agent

RIVER RIDGE RETAIL COMPANY, L.L.C.,
a Delaware limited liability company

By: 

David L. Silverstein
Its Authorized Agent

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, hereby certify that **David L. Silverstein**, whose name as Authorized Agent of River Ridge Development Company, L.L.C., a Delaware limited liability company, is signed to the foregoing Assignment, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Assignment, he, as such officer, executed the same voluntarily and with full authority for and as the act of said limited liability company.

Given under my hand and seal of office this 1st day of March, 2001.

Begina H. Ellis
Notary Public
My commission expires: 8-6-2001

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, hereby certify that **David L. Silverstein**, whose name as Authorized Agent of River Ridge Retail Company, L.L.C., a Delaware limited liability company, is signed to the foregoing Assignment, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Assignment, he, as such officer, executed the same voluntarily and with full authority for and as the act of said limited liability company.

Given under my hand and seal of office this 1st day of March, 2001.

Begina H. Ellis
Notary Public
My commission expires: 8-6-2001

EXHIBIT A
LEGAL DESCRIPTION

Lot 2 and 3 of River Ridge Plaza as recorded in Map Book 26, Page 14 in the Probate Office of Shelby County, Alabama, being more particularly described as follows:

Begin at the Southeast corner of the N.E. 1/4 of the N.E. 1/4 of Section 35, Township 18 South, Range 2 West and run North (assumed) along the East line of said 1/4-1/4 section a distance of 616.11 feet to a point on the Southwesterly right-of-way line of U.S. Highway No. 280; thence North 62°25' West along the Southwesterly right-of-way line of U.S. Highway No. 280 a distance of 257.30 feet to the P.C. (point of curve) of a curve to the right having a radius of 2342.00 feet, a central angle of 9°54'12" and a chord bearing of North 57°27'53" West; thence along the arc of said curve and the Southwesterly right-of-way line of U.S. Highway No. 280 a distance of 404.81 feet to the Easternmost corner of Lot 1, River Ridge Plaza; thence South 40°21'57" West along the Southeasterly line of said Lot 1 a distance of 305.60 feet to a point; thence North 49°38'03" West along the Southwesterly line of said Lot 1 a distance of 430.37 feet to a point on the Southeasterly right-of-way line of Riverview Road; thence South 41°48'32" West along the Southeasterly right-of-way line of Riverview Road a distance of 67.63 feet to the P.C. (point of curve) of a curve to the left having a radius of 518.69 feet, a central angle of 17°26'30" and a chord bearing of South 33°05'17" West; thence along the arc of said curve and the Southeasterly right-of-way line of Riverview Road a distance of 157.90 feet to the P.T. (point of tangent) of said curve; thence South 24°22'02" West tangent to said curve along the Southeasterly right-of-way line of Riverview Road a distance of 13.75 feet to the P.C. (point of curve) of a curve to the right having a radius of 3874.83 feet, a central angle of 0°43'46" and a chord bearing of South 24°43'55" West; thence along the arc of said curve and the Southeasterly right-of-way of Riverview Road a distance of 49.33 feet to the point of intersection of the Southeasterly right-of-way line of Riverview Road and the Westerly right-of-way line of Riverview Parkway, said point being the P.R.C. (point of reverse curve) of a curve to the left having a radius of 50.27 feet, a central angle of 83°18'36" and a chord bearing of South 16°33'30" East; thence along the arc of said curve and the right-of-way line of Riverview Parkway a distance of 73.09 feet to the P.T. (point of tangent) of said curve; thence South 58°12'48" East along the right-of-way line of Riverview Parkway a distance of 90.14 feet to the Westernmost corner of Lot 6-A, Cahaba Commons Resurvey No. 2 as recorded in Map Book 15, Page 45 in the Probate Office of Shelby County, Alabama; thence North 40°21'57" East along the Northwesternly line of said Lot 6-A a distance of 297.36 feet to a point; thence South 49°38'03" East along the Northeasterly line of said Lot 6-A a distance of 183.00 feet to a point; thence South 40°21'57" West along the Southeasterly line of said Lot 6-A a distance of 297.48 feet to a point on the right-of-way line of Riverview Parkway, said point being on a curve to the right having a radius of 426.99 feet, a central angle of 3°14'09" and a chord bearing of South 35°57'09" East; thence along the arc of said curve and the right-of-way line of Riverview Parkway a distance of 24.11 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve South 34°20'05" East along the right-of-way line of Riverview Parkway a distance of 101.07 feet to the P.C. (point of curve) of a curve to the right having a radius of 200.00 feet, a central angle of 62°57'17" and a chord bearing of South 2°51'26" East; thence along the arc of said curve and the right-of-way line of Riverview Parkway a distance of 219.75 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve South 28°37'12" West along the right-of-way line of Riverview Parkway a distance of 115.50 feet to the Northernmost corner of Lot 4, River Ridge Plaza; thence South 44°24' East along the Northeasterly line of said Lot 4 a distance of 776.03 feet to a point; thence North 45°35'58" East a distance of 626.72 feet to the POINT OF BEGINNING.

AND

Lot 5, River Ridge Plaza as recorded in Map Book 26, Page 14 in the Probate Office of Shelby County, Alabama, being more particularly described as follows:

Begin at the Southernmost corner of Lot 1, Cahaba Commons as recorded in Map Book 13, Page 145 in the Probate Office of Shelby County, Alabama, and run North 61°22'48" West along the Southwesterly line of said Lot 1 a distance of

488.00 feet to a point; thence North 6°12'29" East along the Westerly line of said Lot 1 a distance of 101.78 feet to a point on the Southeasterly right-of-way line of Riverview Road, said point lying on a curve to the right having a radius of 308.06 feet, a central angle of 30°07'51" and a chord bearing of South 68°35'39" West; thence along the arc of said curve and the Southeasterly right-of-way line of Riverview Road a distance of 162.00 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve South 83°39'34" West along the Southeasterly right-of-way line of Riverview Road a distance of 91.30 feet to the Northernmost corner of Lot 6 of said River Ridge Plaza; thence South 44°24'23" East along the Northeasterly line of said Lot 6 a distance of 592.02 feet to a point on the Northwesterly right-of-way line of Riverview Parkway, said point lying on a curve to the right having a radius of 275.00 feet, a central angle of 25°25'39" and a chord bearing of North 58°18'27" East; thence along the arc of said curve and the Northwesterly right-of-way line of Riverview Parkway a distance of 122.04 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve North 71°01'16" East along the Northwesterly right-of-way line of Riverview Parkway a distance of 36.99 feet to the P.C. (point of curve) of a curve to the left having a radius of 225.00 feet, a central angle of 29°44'54" and a chord bearing of North 56°08'49" East; thence along the arc of said curve and the Northwesterly right-of-way line of Riverview Parkway a distance of 116.82 feet to a point; thence curve North 28°37'12" East along the Northwesterly right-of-way line of Riverview Parkway a distance of 18.87 feet to the POINT OF BEGINNING.

AND

Lot 6 , River Ridge Plaza as recorded in Map Book 26, Page 14 in the Probate Office of Shelby County, Alabama, being more particularly described as follows:

Begin at the Southeast corner of the S.W.1/4 of the N.E.1/4 of Section 35, Township 18 South, Range 2 West; thence North 45°35'58" East a distance of 373.68 feet to the Southernmost corner of Lot 4, River Ridge Plaza; thence North 44°24'23" West along the Northeasterly line of said Lot 6 and the Southwesterly line of said Lot 4 and its extension (being the Southwesterly right-of-way line of Riverview Parkway) a distance of 826.47 feet to a point on the Northwesterly right-of-way line of Riverview Parkway; thence North 45°35'37" East along the Northwesterly right-of-way line of Riverview Parkway a distance of 395.00 feet to the Southernmost corner of Lot 5, River Ridge Plaza; thence North 44°24'23" West along the Northeasterly line of said Lot 6 and the Southwesterly line of said Lot 5 a distance of 592.02 feet to a point on the Southeasterly right-of-way line of Riverview Road; thence South 83°39'34" West along the Southeasterly right-of-way line of Riverview Road a distance of 4.31 feet to the P.C. (point of curve) of a curve to the left having a radius of 419.28 feet, a central angle of 27°06'30" and a chord bearing of South 70°06'19" West; thence along the arc of said curve and the Southeasterly right-of-way line of Riverview Road a distance of 198.37 feet to the Northeasterly corner of said Lot 6 and the Northernmost point of Lot 2-D, Resurvey of Lot 2-B Cahaba River Park as recorded in Map Book 8, Page 95 in the Probate Office of Shelby County, Alabama; thence South 4°28'34" East along the Westerly line of said Lot 6 and the Easterly line of said Lot 2-D a distance of 1475.30 feet to the Southwesterly corner of said Lot 6 also being a point on the South line of the S.W.1/4 of the N.E.1/4 of Section 35, Township 18 South, Range 2 West; thence South 88°33'13" East along the South line of said Lot 6 and along the South line of said 1/4-1/4 section a distance of 517.52 feet to the POINT OF BEGINNING.

Inst # 2001-07391

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Exhibit A-2

03/05/2001-07391
09:03 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
013 CJ1 17.00