

This Instrument Prepared By:

Claude McCain Moncus, Esq.
CORLEY, MONCUS & WARD, P.C.
400 Shades Creek Parkway
Birmingham, Alabama 35209
(205) 879-5959

AMENDMENT TO ASSIGNMENT OF RENTS AND LEASES

THIS AGREEMENT, is made and entered into this 6th day of September, 2001, between **KOO, LLC**, an Alabama Limited Liability Company (hereinafter referred to as "Borrower") and **FIRST COMMERCIAL BANK, a State Bank** (hereinafter referred to as "Lender").

RECITALS

Borrower is the owner of the land and improvements located in Shelby County, Alabama, and more particularly described in that certain Assignment of Rents and Leases dated November 22, 2000 and recorded at Inst. # 2000-40520 in the Office of the Judge of Probate of Shelby County, Alabama (the "Assignment of Rents and Leases"), less and except the property as described in that certain Partial Release of Land From Mortgage and Security Agreement and UCC-1 Financing Statement dated August 30, 2001 and recorded at Inst. # 2001- 38204, and less and except those certain lots as described on the attached Exhibit "A" (the "Premises").

The parties are desirous of amending said Assignment of Rents to include the additional Premises.

AGREEMENT

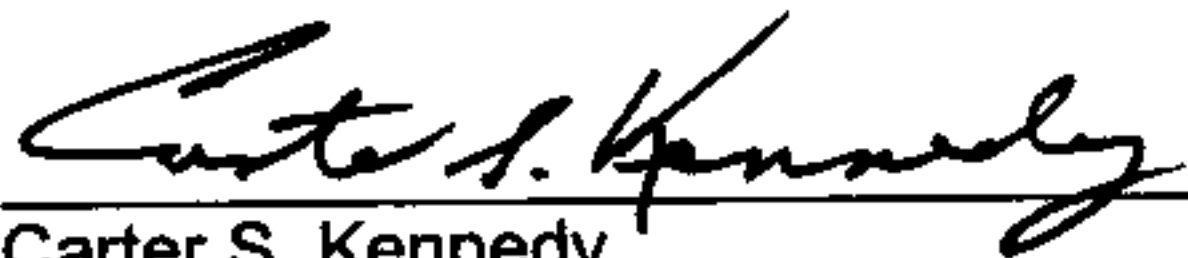
NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the parties hereto agree as follows:

1. Premises shall include all the land and improvements described in the above-referenced Assignment of Rents and Leases, and shall include all the land and improvements as described on Exhibit "B" attached hereto and made a part hereof; less and except the released property herein described.
2. Except as herein amended, the Assignment of Rents shall remain in full force and effect, and the Assignment of Rents, as so amended, is hereby ratified and affirmed in all respects. Borrower acknowledges that it has no defenses or setoffs with respect to its obligations under the Assignment of Rents.

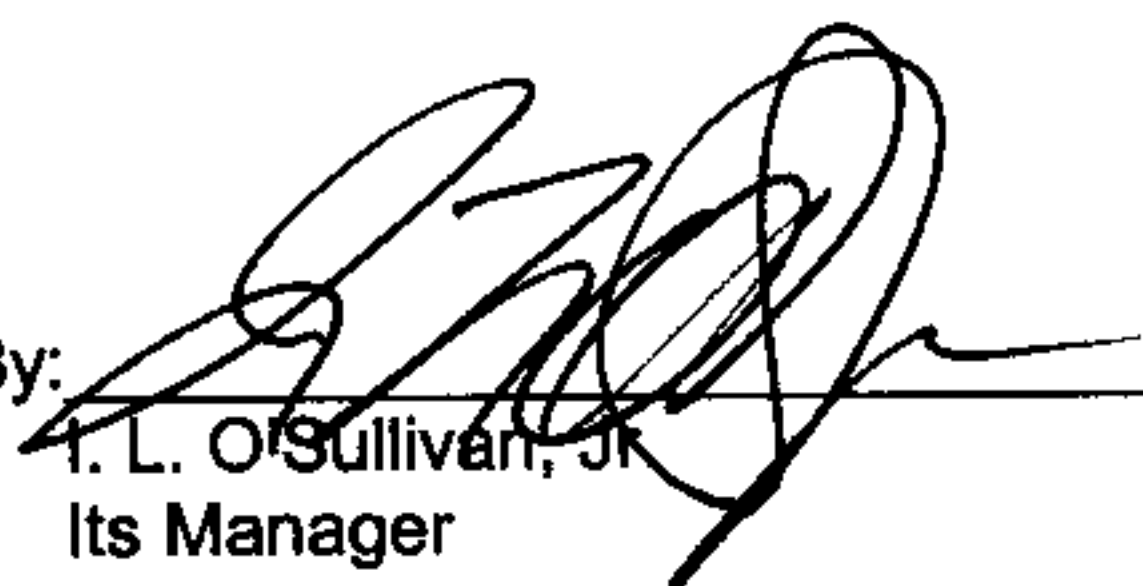
IN WITNESS WHEREOF, the parties have executed this Agreement, or have caused it to be executed, as of the date first above written.

BORROWER:

KOO, LLC, an Alabama Limited Liability Company

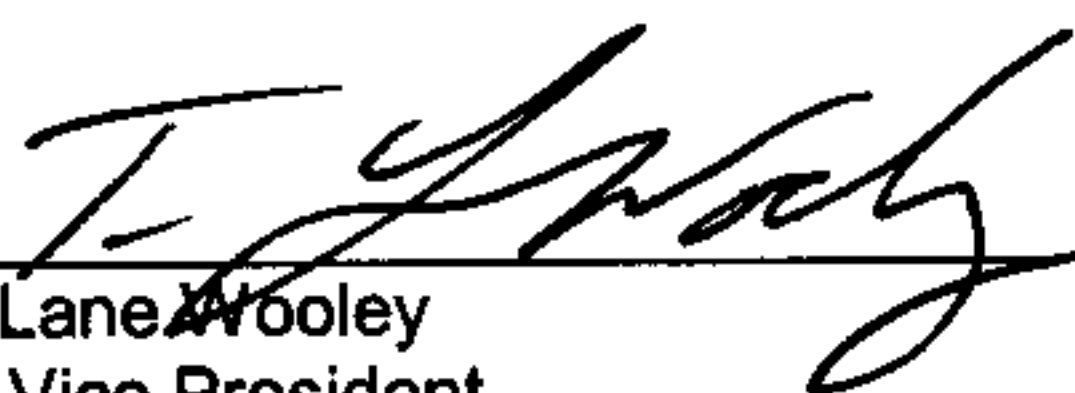
By:  [SEAL]
Carter S. Kennedy
Its Manager

Inst. # 2001-38727

By:  [SEAL]
T. L. O'Sullivan, Jr.
Its Manager

LENDER:

FIRST COMMERCIAL BANK, a State Bank

By:  [SEAL]
T. Lane Wooley
Its Vice President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a notary public in and for said County and State, hereby certify that Carter S. Kennedy, whose name as Manager of **KOO, LLC, an Alabama Limited Liability Company**, is signed to the foregoing document and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Manager 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 6th day of September, 2001.

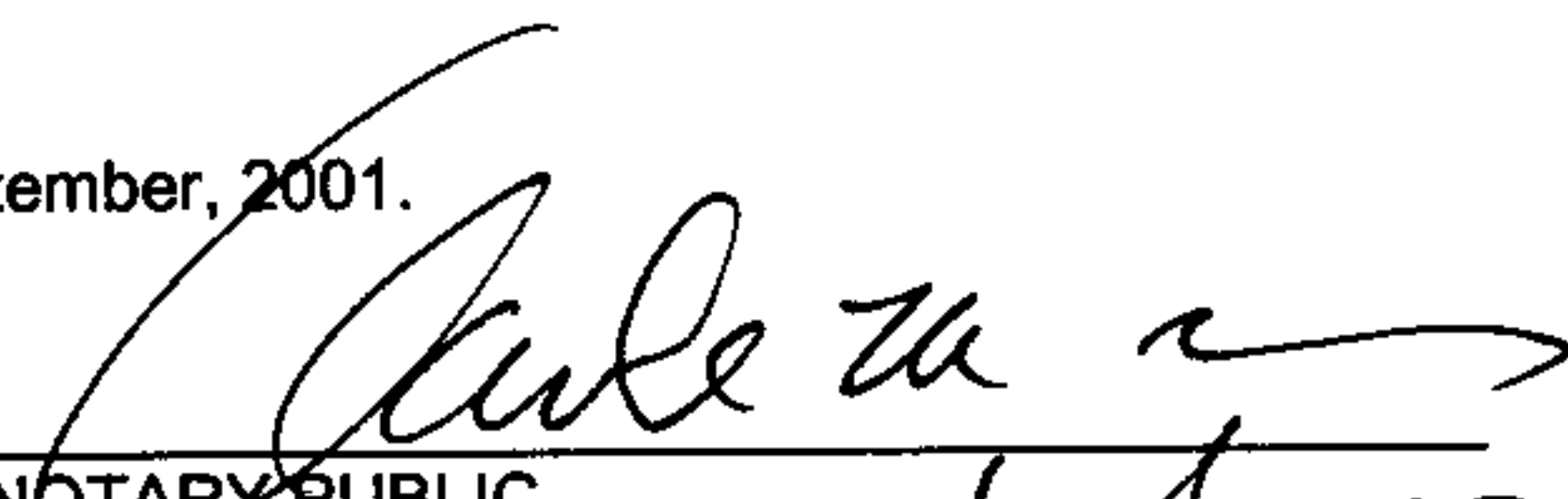

NOTARY PUBLIC
My Commission Expires: 12/28/2003

[NOTARIAL SEAL]

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a notary public in and for said County and State, hereby certify that T. L. O'Sullivan, Jr., whose name as Manager of **KOO, LLC, an Alabama Limited Liability Company**, is signed to the foregoing document and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Manager 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 6th day of September, 2001.

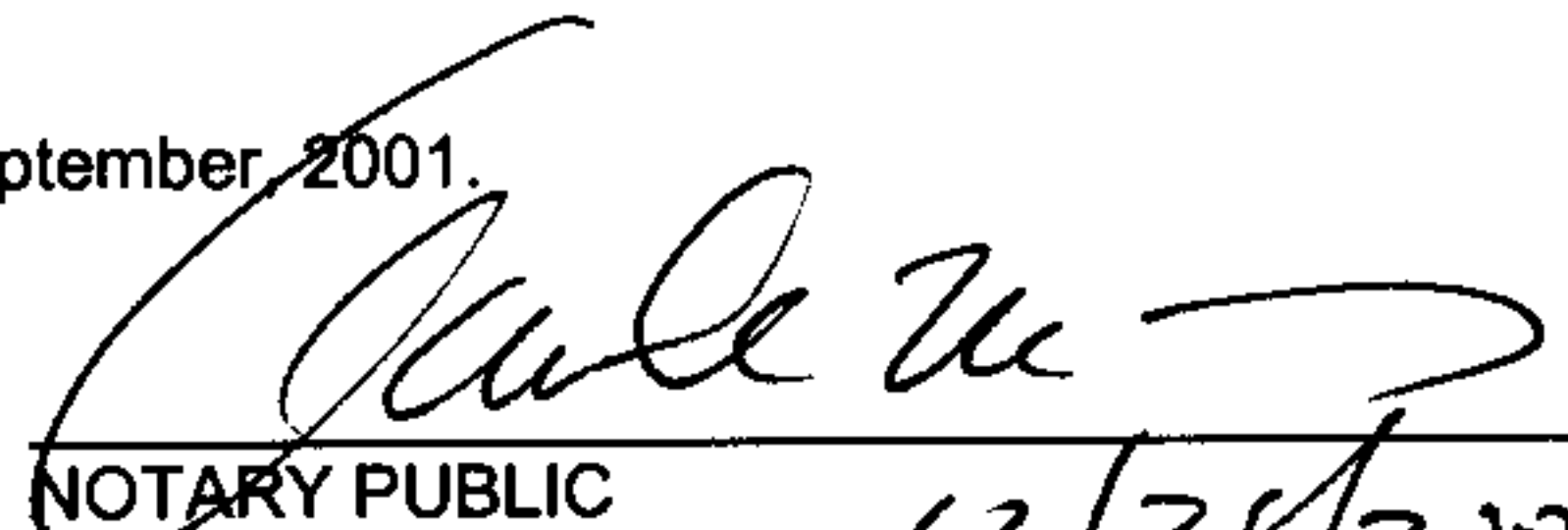

NOTARY PUBLIC
My Commission Expires: 12/28/2003

[NOTARIAL SEAL]

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a notary public in and for said County and State, hereby certify that T. Lane Wooley, whose name as Vice President of **FIRST COMMERCIAL BANK, a State Bank**, is signed to the foregoing document and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said bank.

Given under my hand and seal this 6th day of September, 2001.


NOTARY PUBLIC
My Commission Expires: 12/28/2003

[NOTARIAL SEAL]

EXHIBIT "B"

"SPRAYFIELDS" PARCEL

STATE OF ALABAMA
SHELBY COUNTY

A parcel of land situated in the South 1/2 of Section 20,
Township 19 South, Range 1 West, being more particularly described
as follows:

BEGIN at the Southeast corner of the Northeast 1/4 of the Southwest 1/4 of said Section 20; thence run in a Northerly direction along the East line of said Northeast 1/4 of Southwest 1/4 a distance of 100.01 feet to a point; thence run in a Westerly direction parallel to the South line of said Northeast 1/4 of the Southeast 1/4 on a bearing of S 88°59'19" W a distance of 1709.14 feet to a point; thence turn an angle to the right and run in a Northeasterly direction on a bearing of N 59°40'43" E a distance of 1723.36 feet to a point; thence turn an angle to the right and run in a Southeasterly direction on a bearing of S 67°14'58" E a distance of 943.74 feet to a point; thence turn an angle to the left and run in a Northeasterly direction on a bearing of N 62°21'16" E a distance of 303.13 feet to a point; thence turn an angle to the right and run in a Southeasterly direction on a bearing of S 86°29'43" E a distance of 511.53 feet to a point; thence turn an angle to the left and run in a Northeasterly direction on a bearing of N 56°11'26" E a distance of 270.23 feet to a point; thence turn an angle to the right and run in a Southeasterly direction on a bearing of S 40°17'32" E a distance of 255.94 feet to a point; thence turn an angle to the right and run in a Southwesterly direction on a bearing of S 55°57'48" W a distance of 390.61 feet to a point; thence turn an angle to the left and run in a Southwesterly direction on a bearing of S 36°32'04" W a distance of 282.19 feet to a point; thence turn an angle to the right and run in a Northwesterly direction on a bearing of N 82°04'23" W a distance of 433.21 feet to a point; thence turn an angle to the left and run in a Southwesterly direction on a bearing of S 34°04'52" W a distance of 366.81 feet to a point; thence turn an angle to the left and run in a Southwesterly direction on a bearing of S 14°07'32" W a distance of 211.93 feet to a point; thence turn an angle to the right and run in a Northwesterly direction on a bearing of N 65°33'23" W a distance of 212.58 feet to a point; thence turn an angle to the left and run in a Southwesterly direction on a bearing of S 47°13'37" W a distance of 468.26 feet to a point; thence turn an angle to the right and run in a Northerly direction on a bearing of N 00°17'11" W a distance of 587.33 feet to a point; thence turn an angle to the left and run in a Westerly direction on a bearing of N 88°59'19" W a distance of 50.00 feet to a point; thence turn an angle to the left and run in a Southerly direction on a line that is 50.00 feet East of and parallel to the West line of the Southwest 1/4 of Southeast 1/4 of said Section 20 on a bearing of S 00°17'11" E a distance of 1430.65 feet to a point on the South line of said Section 20; thence turn an angle to the right and run in a Westerly direction along said South line on a bearing of S 88°42'32" W a distance of 50.01 feet to a point, being the Southwest corner of said Southwest 1/4 of Southeast 1/4; thence turn an angle to the right and run in a Northerly direction along the West line of said Southwest 1/4 of Southeast 1/4 on a bearing of N 00°17'11" W a distance of 1330.88 feet to the POINT OF BEGINNING; said parcel containing 45.2489 acres, more or less.

Inst # 2001-38787

09/07/2001-38787
02:18 PM
SHELBY COUNTY JUDGE OF PROBATE