

THIS INSTRUMENT PREPARED BY:

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STATE OF ALABAMA

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**AMENDED AND RESTATED
COLLATERAL ASSIGNMENT OF
LEASES, RENTS AND CONTRACT
RIGHTS**

COUNTY OF SHELBY

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THIS AMENDED AND RESTATED COLLATERAL ASSIGNMENT OF LEASES, RENTS AND CONTRACT RIGHTS AMENDS AND RESTATES IN ITS ENTIRETY THAT CERTAIN COLLATERAL ASSIGNMENT OF LEASES, RENTS AND CONTRACT RIGHTS FROM THE WITHIN-NAMED ASSIGNOR TO AMSOUTH BANK RECORDED AS INSTRUMENT NO. 20030701000413010 IN THE SHELBY COUNTY, ALABAMA PROBATE OFFICE, AS HERETOFORE ASSIGNED BY AMSOUTH BANK TO THE WITHIN-NAMED ASSIGNEE.

KNOW ALL MEN BY THESE PRESENTS, that whereas, **LEE BRANCH LLC**, an Alabama limited liability company (hereinafter called the "Assignor") has executed an Amended and Restated Mortgage and Security Agreement (hereinafter called the "Mortgage") of even date herewith to **COMPASS MORTGAGE CORPORATION** (hereinafter called "Assignee"), mortgaging the real estate legally described in **Exhibit A** attached hereto and incorporated herein by reference and being hereinafter referred to as the "Premises", and given to secure, among other indebtedness (hereinafter "other Indebtedness"), an Amended and Restated Promissory Note (hereinafter referred to as the "Note") of the Assignor in the principal sum of **TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00)** and Assignee is the legal owner and holder of the Note and said Mortgage; and

WHEREAS, the Assignor is desirous of further securing (i) the payment of principal, interest and all other sums now due or hereafter to become due under the Note, including any extensions or renewals thereof, and under the Mortgage, this Assignment and any other document evidencing, securing or relating to the Note or to other Indebtedness of the Assignor to the Assignee, and (ii) the performance of each and every obligation, covenant and agreement of the Assignor contained in this Assignment, the Note, the Mortgage and in any other document evidencing, securing or relating to the indebtedness evidenced by the Note or to other Indebtedness of the Assignor to Assignee.

NOW, THEREFORE, the Assignor, for and in consideration of these presents and the mutual agreements herein contained and as further and additional security as aforesaid to the Assignee, and in consideration of the sum of ONE DOLLAR (\$1.00) to the Assignor in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, assign and transfer unto the Assignee all leases of all or part of the Premises, including without limitation, that certain Lease between Assignor and Walgreen Co. dated as of June 27, 2003, and all the rents, issues and profits now due and which may hereafter become due under or by virtue of any such lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the Premises above described or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by the Assignee under the powers herein granted, it being the intention of the parties to hereby establish an absolute transfer and assignment of all the said leases and agreements, and all the avails thereof, to the Assignee, and the Assignor does hereby appoint irrevocably the Assignee its true and lawful attorney in its name and stead (with or without taking possession of the aforesaid Premises as hereinafter provided), to rent, lease or let all or any portion of said Premises to any party or parties at such rental and upon such term, in its discretion as it may determine, and to collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter, and all now due, or that may hereafter become due under each and all of the leases and agreements, written or verbal, or other tenancy existing or which may hereafter exist on said Premises, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as the Assignee would have upon taking possession of the said Premises pursuant to the provisions hereinafter set forth.

The Assignor represents and agrees that no rent has been or will be paid by any person in possession of any portion of the Premises for more than one installment in advance and that the payment of none of the rents to accrue for any portion of said Premises has been or will be waived, released, reduced, or discounted, or otherwise discharged or compromised by the Assignor. The Assignor waives any right of setoff against any person in possession of any portion of the Premises. The Assignor agrees that it will not assign any of the rents or profits except to the purchaser or grantee of the Premises.

Nothing herein contained shall be construed as constituting the Assignee as "mortgagee in possession" in the absence of the taking of actual possession of the said Premises by the Assignee pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted the Assignee, no liability shall be asserted or enforced against the Assignee, all such liability being expressly waived and released by the Assignor.

The Assignor further agrees to assign and transfer to the Assignee all future

leases upon all or any part of the above described Premises and to execute and deliver, immediately upon the request of the Assignee, all such further assurances and assignment in the Premises as the Assignee shall from time to time require.

Although it is the intention of the parties that this Assignment of Rents shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Assignee shall not exercise any of the rights and powers conferred upon it herein until and unless a default shall occur in the payment of interest or principal due under the Note or other Indebtedness secured by the Mortgage, in the performance or observance of any of the conditions or agreements of any instrument now or any time securing or evidencing said Note or other Indebtedness of the Assignor to the Assignee, which is not corrected within any applicable cure period (herein, an "Event of Default"), and nothing herein contained shall be deemed to affect or impair any rights which the Assignee may have under said Note and Mortgage or any other instrument evidencing, securing or relating to the indebtedness evidenced by said Note, or any other Indebtedness of the Assignor to the Assignee. Assignee shall have the right to collect all rents under any lease of the Premises, so long as no Event of Default shall have occurred, which right shall terminate and cease automatically without the necessity of any notice or other action whatsoever by Assignee in the event that any such Event of Default shall occur or exist.

In any case in which, under the provisions of the Mortgage, the Assignee has a right to institute foreclosure proceedings, whether before or after the entire principal sum secured thereby is declared to be immediately due, or whether before or after institution of legal proceedings or any other action to foreclose the lien thereof, or whether before or after sale thereunder, forthwith, upon demand of the Assignee and if and to the extent permitted by law, the Assignor agrees to surrender to the Assignee, and the Assignee shall be entitled to take actual possession of, the Premises or any part thereof personally, or by its agents or attorneys, and the Assignee in its discretion may, if and to the extent permitted by law as aforesaid, enter upon and take and maintain possession of all or any part of said Premises, together with all the documents, books, records, papers and accounts of the Assignor or then owner of the Premises relating thereto, and may exclude the Assignor, its agents or servants, wholly therefrom and may as attorney-in-fact or agent of the Assignor, or in its own name as Assignee and under the powers herein granted, hold, operate, manage and control the Premises and conduct the business, if any, thereof either personally or by its agents, with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment of security for the avails, rents, issues, and profits of the Premises, including legal actions for the recovery of rent, legal dispossessory actions against tenants holding over and legal actions in distress of rent, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to the

Assignor except as otherwise required by applicable law, and with full power to cancel or terminate any lease or sublease for any cause or on any ground which would entitle the Assignor to cancel the same, to elect to disaffirm any lease or sublease made subsequent to the aforesaid Mortgage or subordinated to the lien thereof, to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises that may seem judicious in its discretion, to insure and reinsure the same for all risks incidental to the Assignee's possession, operation and management thereof and to receive all such avails, rents, issues and profits.

The Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any leases or rental agreements relating to said Premises, and the Assignor shall and does hereby agree to indemnify and hold the Assignee harmless of and from any and all liability, loss or damage which it may or might incur under any leases or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases. Should the Assignee incur any such liability, loss or damage, under said leases or under or by reason of the assignment thereof, or in the defense of any claims or demands asserted against the Assignee in connection with any one or more of said leases, the Assignor agrees to reimburse the Assignee for the amount thereof, including costs, expenses and reasonable attorneys' fees immediately upon demand, and until the same are fully reimbursed by the Assignor, all such costs, expenses and attorneys' fees shall be secured by this Assignment.

The Assignee in the exercise of the rights and powers conferred upon it by this Assignment shall have full power to use and apply the avails, rents, issues and profits of the Premises to the payment of or on account of the following, in such order as the Assignee may determine:

(a) To the payment of the operating expenses of said Premises, including cost of management and leasing thereof (which shall include reasonable compensation to the Assignee and its agent or agents, if management be delegated to an agent or agents, and it shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereinabove authorized;

(b) To the payment of taxes and special assessments now due or which may hereafter become due on said Premises;

(c) To the payment of all repairs, decorating, renewals, replacements,

alterations, additions, or betterments, and improvements of said Premises, including the cost from time to time of installing, repairing and replacing refrigeration appliances and gas or electric stoves therein, and of placing said Premises in such condition as will, in the judgment of the Assignee, make it readily rentable; and

(d) To the payment of any indebtedness evidenced or secured by the Note, the Mortgage or any other document evidencing, securing or related to the indebtedness evidenced by the Note, or any other indebtedness of the Assignor to the Assignee, or any deficiency which may result from any foreclosure sale of the Premises.

The Assignor does further specifically authorize and instruct each and every present and future lessee or tenant of the whole or any part of the Premises to pay all unpaid rental agreed upon in any lease or tenancy to the Assignee upon receipt of demand from said Assignee to pay the same.

It is understood and agreed that the provisions set forth in this Assignment shall be deemed as a special remedy given to the Assignee, and shall not be deemed exclusive of any of the remedies granted in the Mortgage, but shall be deemed an additional remedy and shall be cumulative with the remedies therein granted.

Whenever the word "Assignor" is mentioned herein, it is hereby understood that the same includes both the singular and plural in number and the masculine, feminine or neuter gender, as the context hereof shall require, and shall include and be binding upon successors and assigns (including successors by consolidation) of the Assignor, and any party or parties holding title to the Premises by, through or under the Assignor. All of the rights, powers, privileges and immunities herein granted and assigned to the Assignee shall also inure to its successors and assigns, including all holders, from time to time, of the Note.

It is expressly understood that no judgment or decree which may be entered on any debt secured or intended to be secured by the Mortgage shall operate to abrogate or lessen the effect of this instrument, but that the same shall continue in full force and effect until the payment and discharge of any and all indebtedness secured by said Mortgage, in whatever form the said indebtedness may be and until the indebtedness secured by said Mortgage shall have been paid in full and all bills incurred by virtue of the authority herein contained have been fully paid out of rents, issues and profits of the Premises, or by the Assignor, or until such time as this instrument may be voluntarily released. This instrument shall also remain in full force and effect during the pendency of any foreclosure proceedings, both before and after sale, until the issuance of a deed pursuant to such foreclosure, unless the indebtedness secured by the Mortgage is fully satisfied before the expiration of any period of redemption.

IN WITNESS WHEREOF, the Assignor has caused this instrument to be executed and delivered, this 2nd day of April, 2004.

WITNESS

[Signature]

ASSIGNOR:

LEE BRANCH LLC

By: [Signature]
Its Managing Member

WITNESS

[Signature]

ASSIGNEE:

COMPASS MORTGAGE CORPORATION

By: [Signature]
Its SVP

STATE OF Alabama)

COUNTY OF Jefferson)

I, the undersigned, Notary Public in and for said County in said State, hereby certify that William Lloyd, whose name as Managing Member of Lee Branch LLC, a _____ limited liability company, 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 Managing Member and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand this the 6th day of April, 2004.

Christina Boston Capp

Notary Public

My commission expires: 7-29-06

[NOTARIAL SEAL]

STATE OF Alabama
COUNTY OF Jefferson

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I, the undersigned, Notary Public in and for said County in said State, hereby certify that Scott Williams, whose name as SVP of Compass Mortgage Corporation, an Alabama 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 my hand this the 6th day of April, 2004.

Christina Barton Capp

Notary Public

My commission expires: 7-29-06

[NOTARIAL SEAL]

EXHIBIT "A"

DESCRIPTION OF PROPERTY

The following property situated in Shelby County, Alabama:

PARCEL ONE:

A parcel of land situated in the Northwest quarter, the Northeast quarter and the Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, said parcel being Lot-2 of "THE VILLAGE AT LEE BRANCH" Sector 1, as recorded in Map Book 31, page 17, in the Office of the Judge of Probate, Shelby County, Alabama being the same property as Lot 2 of "THE VILLAGE AT LEE BRANCH" Sector 1-Revision 1, as recorded in Map Book 31, page 43 A & 43B, in the Office of the Judge of Probate, Shelby County, Alabama and being more particularly described as follows:

Commence at an iron pin found at the Northwest corner of said Southeast quarter of Section 5, said iron pin also being the POINT OF BEGINNING; thence proceed South 00 degrees 25 minutes 08 seconds East along the West line of said quarter Section for 34.72 feet to a point; thence leaving the West line of said Southeast quarter, proceed South 88 degrees 49 minutes 06 Seconds West for 53.54 feet to a point; thence proceed North 00 degrees 25 minutes 08 seconds West for 34.72 feet to a point; thence proceed South 88 degrees 49 minutes 06 seconds West for 13.01 feet to a point; thence proceed North 01 degrees 10 minutes 54 seconds West for 321.92 feet to a point; thence proceed North 82 degrees 20 minutes 46 seconds East for 88.11 feet to a point; thence proceed South 84 degrees 57 minutes 48 seconds East for 56.90 feet to a point; thence proceed North 82 degrees 20 minutes 46 seconds East for 91.28 feet to a point on the Westerly right of way margin of U.S. Highway 280; thence proceed South 07 degrees 19 minutes 16 seconds East along said Westerly right of way margin of U.S. Highway 280 for 337.91 feet to a point lying on the North line of said Southeast quarter of Section 5; thence leaving said Westerly right of way margin of U.S. Highway 280, proceed South 88 degrees 49 minutes 06 seconds West along the North line of said Southeast quarter for 204.40 feet to the POINT OF BEGINNING.

PARCEL TWO:

A parcel of land situated in the Northwest quarter of the Southeast quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, said parcel being more particularly described as follows:

Commence at an iron pin found at the Northwest corner of said Southeast quarter of Section 5, said iron pin also being the POINT OF BEGINNING; thence proceed South 00 degrees 25 minutes 08 seconds East along the West line of said Southeast quarter for 26.48 feet to a point; thence leaving the West line of said Southeast quarter, proceed North 82 degrees 32 minutes 28 seconds East for 206.41 feet to a point on the Westerly right of way margin of U.S. Highway 280; thence proceed North 07 degrees 19 minutes 16 seconds West along said Westerly right of way margin of U.S. Highway 280 for 3.93 feet to a point at the Southeast corner of Lot-2 of "THE VILLAGE AT LEE BRANCH" as recorded in Map Book 31, page 17, in the Office of the Judge of Probate, Shelby County, Alabama, said point also lying on the North line of said Southeast quarter of Section 5; thence leaving said Westerly right of way margin of U.S. Highway 280, proceed South 88 degrees 49 minutes 06 seconds West along the South line of said Lot-2 and along said North line of said Southeast quarter for 204.40 feet to the POINT OF BEGINNING.

PARCEL THREE:

Together with that certain non-exclusive and reciprocal easement for the benefit of Parcels I & II for the purpose of ingress and egress as created by that certain reciprocal easement agreement between Mark D. Kidd and Lee Branch, L.L.C., dated June 30, 2003, recorded in Instrument Number 20030701000412980 over, under and across the driveway as such term is described therein.

PARCEL FOUR:

Together with that certain non-exclusive and reciprocal easement for the benefit of Parcels I & II for the purpose of ingress and egress as created by that certain reciprocal easement agreement between AIG Baker Brookstone, L.L.C. and Lee Branch, L.L.C., dated June 30, 2003, recorded in Instrument Number 20030701000412990 over, under and across the following described property:

Lot 3 of "THE VILLAGE AT LEE BRANCH" Sector 1, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 31, Page 17 being the same property as Lot 3 of "THE VILLAGE AT LEE BRANCH" Sector 1-Revision 1, as recorded in the Office of the Judge of Probate, Shelby County, Alabama in Map Book 31, Page 43A & 43B;