

This instrument prepared by
and to be returned to:
Timothy D. Davis, Esq.
Sirote & Permutt, P.C.
2311 Highland Avenue South
P. O. Box 55727
Birmingham, Alabama 35255-5727

This instrument is to be cross-indexed
with the Assignment of Rents and
Leases recorded in Instrument
#20060217000080130

STATE OF ALABAMA)
COUNTY OF SHELBY)

FIRST AMENDMENT TO ASSIGNMENT OF RENTS AND LEASES

THIS FIRST AMENDMENT TO ASSIGNMENT OF RENTS AND LEASES
("Amendment") is made and entered into effective as of the 14th day of September, 2006, by
INVERNESS DENTAL ASSOCIATES, L.L.C., an Alabama limited liability company (the
"Borrower"), and **SOUTHPOINT BANK**, an Alabama banking corporation (the "Lender").

WHEREAS, as of the 15th day of February, 2006, Borrower executed and delivered to the
Lender an Assignment of Rents and Leases ("Assignment"), which Assignment was recorded in the
Office of the Judge of Probate of Shelby County, Alabama, on February 17, 2006, in Instrument
#20060217000080130 (all capitalized terms used but not otherwise defined herein shall have the
respective meanings ascribed to them in the Assignment); and

WHEREAS, the Assignment secured, among other indebtedness, a loan in the original principal
amount of \$3,475,000.00 (the "Original Loan"); and

WHEREAS, Borrower has repaid in full the outstanding balance of the Original Loan secured by
the Assignment by the refinancing thereof pursuant to a new loan made by the Lender to the Borrower in
the principal amount of \$3,452,363.38 (the "Refinance Loan"), and, to provide for, secure or other
evidence such Refinance Loan, concurrently herewith Borrower is delivering to Lender, among other
items, a loan agreement and a promissory note in the principal amount of \$3,452,363.38, and Borrower
and Lender are also amending the Assignment and the Mortgage to secure the Refinance Loan; and

WHEREAS, Borrower and Lender have agreed to amend the Assignment in order to secure thereunder all indebtedness of the Borrower to the Lender arising in connection with the Refinance Loan.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Borrower and Lender agree that the Assignment is hereby amended as follows:

1. The Assignment is hereby amended as follows:

(a) The "RECITALS" provision set forth in the Assignment is hereby deleted in its entirety and the following new "RECITALS" provision substituted in lieu thereof:

"RECITALS:

This Assignment is made as additional security for the payment of indebtedness due by Borrower to Lender in the principal amount of up to Three Million Four Hundred Fifty-Two Thousand Three Hundred Sixty-Three and 38/100 Dollars (\$3,452,363.38) (the "Loan"), or such portion thereof as has been disbursed from time to time under the provisions of a Loan Agreement between Borrower and Lender dated as of September 14, 2006 (as the same may be amended from time to time, the "Loan Agreement"), with interest thereon as evidenced by a Promissory Note dated as of September 14, 2006, in said amount (as the same may be amended from time to time, and together with any and all promissory notes at any time given in extension or renewal of, or in substitution or replacement for, such Promissory Note, the "Note") executed and delivered by Borrower to Lender, and as additional security for the full and faithful performance by Borrower of all the terms and conditions of the Loan Agreement, the Note, and each of the other "Loan Documents" (as defined in the Loan Agreement), including, without limitation, that certain Mortgage and Security Agreement dated as of February 15, 2006, as amended by that certain First Amendment to Mortgage and Security Agreement dated as of September 14, 2006 (as so amended and as the same may be further amended from time to time, the "Mortgage") executed and delivered by Borrower to Lender on the property described in Exhibit "A" (the "Property") to secure the payment of the Note."

(b) In furtherance of the provisions of Paragraph 1(a) above, as used in the Assignment:

(i) The term "Loan" or any other terminology intending to refer to the principal indebtedness secured by the Assignment shall be deemed to mean the indebtedness owing by the Borrower to the Lender in the principal amount of \$3,452,363.38; and

(ii) The terms "Loan Agreement", "Note", "Mortgage", and "Loan Documents" shall have the meanings ascribed thereto in the RECITALS provision as restated in Paragraph 1(a) of this Amendment.

2. Except as hereinabove expressly amended, the terms and conditions of the Assignment are hereby ratified and affirmed.

IN WITNESS WHEREOF, Borrower has caused this instrument to be executed by its duly authorized representative and Lender has caused this instrument to be executed by its duly authorized officer as of the day and year first above written.

BORROWER:

INVERNESS DENTAL ASSOCIATES, L.L.C.

By: Charles D. Martin
Its: Member

LENDER:

SOUTHPOINT BANK

By: John P. Battle
Its: Chief Lending Officer


STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Charles Douglas Martin, whose name as a Member of Inverness Dental Associates, L.L.C., an Alabama 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 said instrument, he, in such capacity and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this the 14th day of September, 2006.

[Signature] (SEAL)
Notary Public
My Commission Expires 2/13/07

STATE OF ALABAMA)
COUNTY OF SEPTEMBER)


20060918000461950 4/4 \$20.00
Shelby Cnty Judge of Probate, AL
09/18/2006 12:43:16PM FILED/CERT

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Frank K. Battle, whose name as Chief Lending Officer of SouthPoint Bank, an Alabama banking 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said banking corporation.

Given under my hand and official seal, this the 14th day of September, 2006.



Notary Public

(SEAL)

My Commission Expires: 2/13/07