

Prepared by and after recording
return to:

Powell Goldstein LLP
2200 Ross Avenue, Suite 3200
Dallas, TX 75201
Attn: Merri H. McCoy, Esq.

Property: Greystone Retail Park & Flex
Loan No.: 506106346

**ASSUMPTION OF LIABILITY
AND MODIFICATION AGREEMENT**

THIS ASSUMPTION OF LIABILITY AND MODIFICATION AGREEMENT (this "Agreement") is made to be effective as of February 1, 2007 (the "Effective Date"), by and among **STONE PARK, LLC**, an Alabama limited liability company ("Borrower"), whose address is c/o Greystone Park Retail, LLC, 850 Shades Creek Parkway, Birmingham, Alabama 35209, and **KESSLER - GREYSTONE, LLC**, an Alabama limited liability company ("Purchaser"), whose address is 3505 Bent River Road, Birmingham, Alabama 35216, and **LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF BEAR STEARNS COMMERCIAL MORTGAGE SECURITIES II INC., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-PWR11** ("Lender"), as established under the Pooling and Servicing Agreement dated as of March 1, 2006, whose address is c/o Prudential Asset Resources, Inc., 2200 Ross Avenue, Suite 4900E, Dallas, Texas 75201. **MICHAEL D. FULLER** ("Existing Indemnitor"), being the guarantor under the Guaranty (hereinafter defined) and, with Borrower, the indemnitor under the Environmental Indemnity (hereinafter defined), joins in the execution hereof with respect to the matters set forth in Paragraph 5 herein below. **CHARLES G. KESSLER, JR.**, an individual ("New Indemnitor"), joins in the execution hereof with respect to the matters set forth herein below.

RECITALS:

A. Prudential Mortgage Capital Company, LLC ("Original Lender") made a loan (the "Loan") in the original principal amount of SIX MILLION TWO HUNDRED TEN THOUSAND DOLLARS (\$6,210,000) to Borrower.

B. To evidence the Loan, Borrower executed and delivered to Original Lender that certain Promissory Note, dated February 15, 2006 (the "Note"), payable to the order of Original

Lender in the original principal sum of SIX MILLION TWO HUNDRED TEN THOUSAND DOLLARS (\$6,210,000), bearing interest and being payable as therein provided.

C. Payment of the Note is secured by, among other instruments, that certain Mortgage and Security Agreement of even date therewith (the "Security Instrument"), executed by Borrower for the benefit of Original Lender, encumbering, among other property, that certain parcel of real property located in Shelby County, Alabama, which is more particularly described on Exhibit A attached hereto and incorporated herein for all purposes (the "Property").

D. The Security Instrument is recorded in Instrument No. 2006-07770 in the Official Public Records of Shelby County, Alabama (the "Records"), said Security Instrument and the record thereof being incorporated herein for all purposes.

E. Payment of the Note is further secured by certain other instruments, including specifically, without limitation, that certain Assignment of Leases and Rents of even date with the Note (the "Assignment of Leases"), recorded in Instrument No. 2006-07771 in the Records.

F. Borrower and Existing Indemnitor also executed a Hazardous Substance Indemnity Agreement (the "Environmental Indemnity") with respect to the Loan, and Existing Indemnitor executed an Indemnity and Guaranty Agreement (the "Guaranty"), with respect to those matters commonly known as "non-recourse carve outs" set forth in the Note, each of even date with the Note.

G. Lender is the current owner and holder of the Loan and succeeded to the interest of Original Lender under the Loan Documents by a series of manse assignments.

H. Borrower desires to sell, convey and transfer the Property to Purchaser subject to Purchaser's assumption of the Loan Documents and Borrower and Purchaser have requested Lender's consent to such transfer and assumption.

I. Lender desires to grant its consent to the transfer and assumption subject to the terms and conditions as more specifically provided herein below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The Recitals are incorporated herein by reference and made a part hereof. For purposes hereof, the following terms shall have the meanings set forth below. All capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth in the Security Instrument.

(a) "Loan Documents" shall mean the Note, the Security Instrument, the Assignment of Leases, the Environmental Indemnity and the Guaranty, together with all other documents evidencing and securing the Loan.

(b) "Assumption Documents" shall mean this Agreement, together with all other documents executed or delivered in connection herewith or with the

assumption of the Loan Documents by Purchaser as set forth herein, including (without limitation) the Substitution Agreement and the Consent of Manager (as such terms are hereinafter defined).

(c) "Assumed Loan Documents" shall mean the Loan Documents, as assumed by Purchaser and as modified and supplemented by the Assumption Documents.

2. Borrower agrees to sell, grant and convey to Purchaser all right, title and interest in and to the Property subject to the liens and encumbrances of the Loan Documents and to the terms and provisions of this Agreement and the other Assumption Documents.

3. Purchaser hereby assumes liability for and agrees to pay and perform any and all of the indebtedness which Borrower may now be, or which Purchaser hereafter becomes, obligated to pay under or in connection with the Note, the Security Instrument, the Assignment of Leases and any of the other Assumed Loan Documents, and any and all other obligations which Borrower may now or hereafter be obligated to perform under or in connection with the Note, the Security Instrument, the Assignment of Leases and any of the other Assumed Loan Documents, without reservation or exception, to the same extent as though Purchaser were the original obligor, subject, however, to any limitations set forth in the Assumed Loan Documents with respect to recourse against the borrower in the event of a default.

4. Without limitation, Purchaser acknowledges its full, personal liability for (a) those matters commonly known as "non-recourse carve outs" set forth in the Note to the extent arising from and after the Effective Date and (b) all representations, warranties, covenants and indemnities contained in the Environmental Indemnity (the matters described in (a) and (b) preceding being herein referred to as "Purchaser's Recourse Obligations"). Additionally, by that certain Substitution of Guarantor of even date herewith (the "Substitution Agreement"), New Indemnitor has assumed and agreed to have joint and several liability with Purchaser for Purchaser's Recourse Obligations, in accordance with the terms of such instrument.

5. Borrower and Existing Indemnitor, respectively, are released from their respective obligations as set forth in the Note, the Security Instrument, the Assignment of Leases and any of the other Loan Documents, except for recourse obligations for which such parties expressly have personal liability under the Note and other Loan Documents and which arise out of acts or events occurring or obligations arising prior to or simultaneously with the transfer of the Property to Purchaser (the "Surviving Recourse Obligations"). To the extent of the Surviving Recourse Obligations, the obligations of Borrower and Purchaser shall, as to Lender, be joint and several. Borrower agrees that Lender may, without notice to Borrower and without releasing Borrower from liability, accept collections directly from Purchaser and otherwise deal with Purchaser in all matters relating to the Note, the Security Instrument, the Assignment of Leases and any of the other Loan Documents, without notice to Borrower to the same extent as though Borrower were not, to the extent of the Surviving Recourse Obligations, jointly and

severally liable with Purchaser, and that the Surviving Recourse Obligations shall not be released, waived, increased, expanded or otherwise affected in any way notwithstanding any agreements, arrangements, releases, compromises, acceptances of late payments, notations or any other dealings whatsoever between Lender and Purchaser or any other party concerning the Note, the Security Instrument, the Assignment of Leases and any of the Loan Documents or the property secured thereby. Borrower agrees that Lender may, without notice to Borrower and without releasing Borrower from the Surviving Recourse Obligations, elect any remedy and compromise or release any debt or grant extensions of time for payment all on terms satisfactory to Lender or by operation of law or otherwise. By its signature below, Existing Indemnitor agrees to the matters set forth in the preceding two sentences with respect to its continuing liability for the Surviving Recourse Obligations, including, without limitation, those arising pursuant to the Environmental Indemnity and the Guaranty.

6. Borrower and Purchaser each represent and warrant to Lender for themselves and on their own behalf (but not as to the other) that:

(a) neither has placed, agreed to, authorized or knows of any lien against the Property (other than the Loan Documents and Permitted Exceptions, as defined in the Security Instrument);

(b) to their knowledge there is no second mortgage or other lien now outstanding against the Property (other than taxes for the current year only, which are not yet due and payable);

(c) the execution, delivery and recording of this Agreement will not impair the lien of the Security Instrument;

(d) all information, documents and financial information, respectively, submitted to Lender by the warranting party or its agents relating to Purchaser, Borrower or their general partners, members, guarantors, parents or subsidiaries is true, correct and complete and accurate in all material respects as of the date of the submission and as of the date of this Agreement; and

(e) the person(s) executing this Agreement on behalf of Purchaser and Borrower, respectively, have the full authority to do so and to bind Purchaser or Borrower, as applicable.

Borrower hereby further represents, warrants and covenants that no Event of Default exists under the Loan Documents, nor does any event or condition exist which, with the giving of notice or the passage of time or both, would constitute an Event of Default.

7. Until such time as the indebtedness evidenced and secured by the Loan Documents has been indefeasibly paid in full, the Property shall remain in all respects subject to the liens, charges and encumbrances of the Security Instrument and the other Loan Documents and/or conveyance of title contained in the Loan Documents. Nothing in this Agreement shall affect or be construed to (a) affect the warranty of title in the

Security Instrument or (b) affect the liens, charges or encumbrances of the Security Instrument or the other Loan Documents or the priority thereof over all other liens, charges, encumbrances or conveyances, or (c) release or affect the liability of any party or parties under or on account of the Loan Documents, except to the extent Borrower and the Existing Indemnitor are expressly released under Paragraph 5 of this Agreement. Nothing in this Agreement shall affect or be construed to affect any other security or instrument, if any, held by Lender in connection with or to evidence the Loan.

8. As a condition precedent to Lender's consent to the transfer to Purchaser and assumption of the Loan Documents by Purchaser, Purchaser represents, warrants and covenants to Lender as follows:

(a) Purchaser is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Alabama, and has full power and authority to conduct the business of owning and operating the Property in the state where the Property is located.

(b) Purchaser is not a foreign corporation, foreign partnership, foreign trust or foreign estate, as those terms are defined in the Internal Revenue Code. Purchaser's U.S. employer identification number is 20-5894780 and office address is 3505 Bent River Road, Birmingham, Alabama 35216. This statement is made by Purchaser in compliance with Section 1445 of the Internal Revenue Code to exempt any transferee of the Property from withholding the tax required upon a foreign transferor's disposition of a U.S. real property interest.

(c) Lender is not required to withhold any tax as a result of the transfer of the Property to Purchaser or upon the exercise by Lender of any of its rights or remedies pursuant to the Security Instrument. Purchaser agrees to inform Lender promptly if any of the above information in this subparagraph should change and no longer be true. Purchaser understands that the information set forth herein may be disclosed to the Internal Revenue Service and that any false statement contained herein could be punished by fine, imprisonment, or both.

(d) The execution and delivery of this Agreement and of the documents and instruments effecting such sale, conveyance and assignment of the Property to Purchaser have been duly authorized by Purchaser, and this Agreement and such other documents and instruments have been duly executed and delivered by Purchaser.

(e) This Agreement, the other Assumption Documents and the Assumed Loan Documents, constitute the legal, valid and binding obligations of Purchaser enforceable in accordance with their respective terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting the rights of creditors generally or general principles of equity. Neither the entry into nor the performance of and compliance with this Agreement, the other Assumption Documents or any of the Assumed Loan Documents has resulted or will result in

any violation of, or conflict with or default under, any judgment, decree, order, mortgage, indenture, contract, agreement or lease by which Purchaser or any property of Purchaser is bound or any statute, rule or regulation applicable to it.

(f) There is no action, proceeding or investigation pending or, to the best of Purchaser's knowledge, threatened, which questions, directly or indirectly, the validity or enforceability of the Assumption Documents or any of the Assumed Loan Documents, or any action taken or to be taken pursuant thereto, or which might result in any material adverse change in the condition (financial or otherwise) or business of Purchaser.

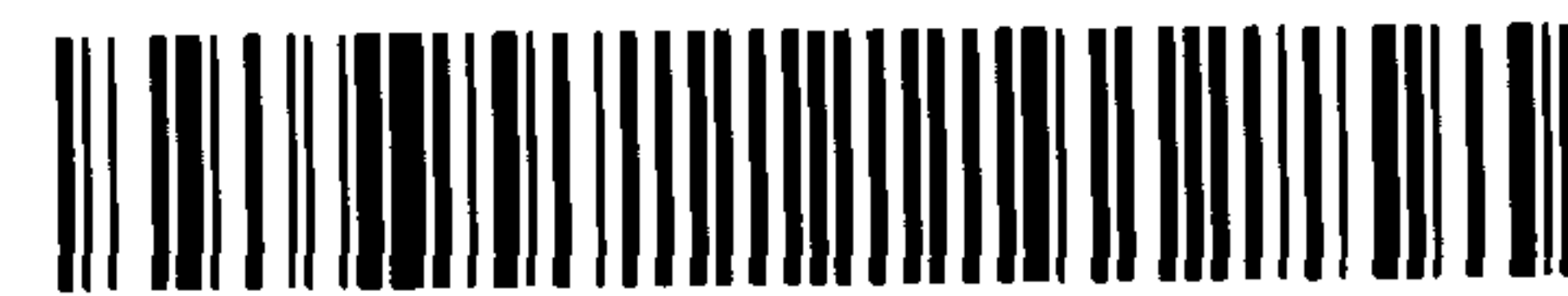
(g) Purchaser has personal knowledge of all of the terms and conditions of the Assumed Loan Documents and further agrees that Lender has no obligation to provide any information to Purchaser regarding the terms and conditions of the Loan Documents. Purchaser further understands and acknowledges that, except as expressly provided hereunder or in another writing executed by Lender, Lender has not waived any right of Lender or obligation under the Loan Documents and Lender has not agreed to any modification of any provision of any Loan Document or to any extension of the Loan.

(h) No representation or warranty of Purchaser made in this Agreement contains any untrue statement of material fact or omits to state a material fact necessary in order to make such representations and warranties not misleading in light of the circumstances under which they are made.

(i) There has been no material adverse change in the representations made or information heretofore supplied by or on behalf of Purchaser in connection with the assumption of the Loan, including, but not limited to, with respect to (a) the composition, structure, finances, business operations, credit prospects or financial condition of Purchaser or any other entity or person within the organizational structure of Purchaser or which or who has a direct or indirect ownership interest in Purchaser and (b) the rental income, condition or ownership of the Property.

(j) (I) As of the Effective Date, Purchaser will have acquired from Borrower all of the Property, and accepted Borrower's assignment of the Leases and Rents; (ii) as of the Effective Date, Purchaser will have assumed the performance of Borrower's obligations under the Leases; and (iii) Purchaser has not granted to Borrower or Existing Indemnitor a mortgage or other security instrument or lien upon the Property to secure any debt or obligations owed to Borrower or Existing Indemnitor.

(k) There are no rights to set off or counterclaim, nor any defenses of any kind, whether legal, equitable or otherwise, which would enable Purchaser to avoid or delay timely performance of its obligations under the Assumed Loan Documents.



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(l) There are no loans payable by Purchaser to any partner or member of Purchaser or to any other person or entity which is in the organizational structure of Purchaser or who or which has a direct or indirect ownership interest in Purchaser or is an affiliate or subsidiary entity of any of the foregoing or is a stockholder, officer or director of any of the foregoing or is an affiliate or subsidiary entity of such stockholder, officer or director. All funds provided to Purchaser in connection with the acquisition of the Property and the Closing thereof and the Loan assumption have been provided as capital contributions and are not secured, directly or indirectly, by any interest in Purchaser or any collateral assigned to Lender under the Loan Documents.

(m) Purchaser does not own any real property or assets other than the Property and does not operate any business other than the management and operation of the Property.

(n) Purchaser has filed all federal, state, county and municipal tax returns required to have been filed by Purchaser, and have paid all taxes which have become due pursuant to such returns or to any notice of assessment received by Purchaser, and Purchaser has no knowledge of any basis for additional assessment with respect to such taxes. To the best of Purchaser's knowledge, there are not presently pending any special assessments against the Property or any part thereof.

(o) After the Loan is assumed, Purchaser will, to the best of its knowledge, have sufficient working capital, including cash flow from the Property, not only to adequately maintain the Property, but also to pay all of Purchaser's outstanding debts as they come due.

9. Neither Purchaser nor to Purchaser's knowledge, any person owning an interest in Purchaser (except that Purchaser's knowledge shall not require any investigation into ownership of publicly traded stock or other publicly traded securities), is a country, territory, individual or entity named on a list maintained by the U.S. Treasury Department's Office of Foreign Assets Control ("OAK"), or is a Specially Designated National or Blocked Person under the programs administered by OAK. If the foregoing certification, representation and warranty shall at any time be or become untrue or incorrect during the term of the Loan, an Event of Default shall be deemed to have occurred.

10. Lender hereby consents to said transfer and agrees that said transfer and sale shall not constitute a default under the Security Instrument or any of the other Loan Documents. This waiver applies only to this particular transfer and sale and not to any future transfer or sale. However, Lender does not waive any other default, whether now in existence or occurring hereafter, whether known or unknown. Lender has no actual knowledge of any monetary default under any of the Loan Documents. Until such time as the indebtedness evidenced and secured by the Loan Documents has been indefeasibly paid in full, Purchaser agrees that it will not sell or attempt to sell or transfer or otherwise dispose of the property covered by the Security Instrument without the written consent of

Lender, its successors or assigns, except for the sale referred to herein. The consent of Lender under this Agreement constitutes one of the four-time transfer privileges permitted to Borrower under Section 1.13(b) of the Security Instrument and exhausts and terminates one such transfer privilege.

11. Until further notice given by either party to the other in accordance with Section 4.5 of the Security Instrument:

(a) the following shall be the name and address for notices for Purchaser under the Security Instrument and the other Loan Documents and as "Debtor" under Section 1.22 of the Security Instrument:

Kessler-Greystone, LLC
3505 Bent River Road
Birmingham, Alabama 35216

(b) the following shall be the name and address for notices for Lender under the Security Instrument and the other Loan Documents and as "Secured Party" under Section 1.22 of the Security Instrument:

LaSalle Bank National Association, as Trustee for the
Registered Holders of Bear Stearns Commercial Mortgage
Securities II Inc., Commercial Mortgage Pass-Through
Certificates, Series 2006-PWR11
c/o Prudential Asset Resources, Inc.
2200 Ross Avenue, Suite 4900E
Dallas, Texas 75201
Loan No. 506106346

12. Reference is hereby made to that certain (a) Consent and Agreement of Manager dated of even date herewith executed by Purchaser and Brentwood Properties, Inc., as the approved property manager of the Property and (b) Consent and Agreement of Manager of even date herewith executed by Purchaser and Ponder Properties Commercial Real Estate, LLC as the approved leasing manager of the Property (collectively, the "Consent of Manager"). The Consent of Manager constitutes an Assumed Loan Document.

13. The following is hereby added to the Security Instrument at the end of Section 1.13 as inserted text:

"(a) For so long as Greystone-Kessler, LLC, an Alabama limited liability company, is Mortgagor, Charles G. Kessler, Jr. shall retain control over the management and direction of Mortgagee and the Property."

14. The parties hereby acknowledge and agree that the outstanding and unpaid principal balance of the Note as of the Effective Date is \$6,143,716.20. This amount has


been determined after taking into account the payment received by Lender due for January 5, 2007.

15. The Note, the Security Instrument, the Assignment of Leases and any and all other Loan Documents are hereby modified to reflect the transfer provided for herein and all references therein to Borrower, shall be deemed to refer to Purchaser. Except as expressly modified by this Agreement and the other Assumption Documents, the terms and conditions of the Loan Documents remain unchanged and are reaffirmed, ratified and confirmed and remain in full force and effect. Borrower is not now entitled to any claim, counterclaim, defense, affirmative defense, or other right of setoff whatsoever against Lender, any servicer and their officers, directors, employees and agents (the "Released Parties") with regard to (x) the payment of the Note and the sums payable thereunder or (y) the enforcement of any of the rights and remedies of Lender under any of the Loan Documents. In consideration of Lender's consent under this Agreement and the release of Borrower under Paragraph 5 of this Agreement, Borrower hereby releases, waives, and surrenders any and all claims, counterclaims, defenses, affirmative defenses, and other rights of setoff whatsoever, relating to acts, events, conduct, or other matters whatsoever occurring at or prior to the date hereof, that Borrower might otherwise have been entitled to assert or allege against the Released Parties (but not against Purchaser) for any reason under or in connection with the Loan or Loan Documents or the Assumption Documents, including, but not limited to, any matter related to, connected with, arising out of, or regarding this Agreement, the transfer of the Property, the payment of amounts due to Lender under the Note or the enforcement of the provisions under any of the Loan Documents. Purchaser acknowledges and agrees that the foregoing release, waiver, and surrender by Borrower are binding upon Purchaser for all events arising prior to the execution of this Agreement.

16. PURCHASER AND BORROWER WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTER-CLAIM FILED BY EITHER OF THEM, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT, THE LOAN DOCUMENTS OR ANY ACTS OR OMISSIONS OF LENDER IN CONNECTION THEREWITH OR THE LOAN.

17. All parties to this Agreement specifically confirm and agree that nothing in this Agreement shall be understood or construed to amount to a satisfaction or release in whole or in part of the Note, the Security Instrument, the Assignment of Leases or any of the other Loan Documents, or of the property covered by the Security Instrument from the effect thereof. All terms and conditions of the Loan Documents, including any written amendments or modifications heretofore agreed to by Lender, shall continue in full force and effect except as otherwise provided herein.

18. Except as expressly provided herein, the execution of this Agreement by the Lender does not and shall not constitute a waiver of any rights or remedies to which Lender is entitled pursuant to the Loan Documents, nor shall the same constitute a waiver of any default which may have heretofore occurred or which may hereafter occur with respect to the Loan Documents.


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19. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

20. If any one or more of the provisions contained in this Agreement are for any reason invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.


21. THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL BE GOVERNED BY THE APPLICABLE INTERNAL LAWS OF THE STATE WHERE THE PROPERTY IS LOCATED, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICT OF LAWS.

22. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

23. THIS AGREEMENT AND THE OTHER ASSUMED LOAN DOCUMENTS CONTAIN THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO WITH RESPECT TO THE ASSUMPTION OF THE LOAN AND FULLY SUPERSEDE ALL PRIOR AGREEMENTS AND UNDERSTANDINGS BETWEEN THE PARTIES PERTAINING TO SUCH SUBJECT MATTER. THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.

24. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and permitted assigns.

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement to be effective as of the day and year first above written.

LENDER:

**LASALLE BANK NATIONAL ASSOCIATION,
AS TRUSTEE FOR THE REGISTERED
HOLDERS OF BEAR STEARNS
COMMERCIAL MORTGAGE SECURITIES II
INC., COMMERCIAL MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES 2006-
PWR11**

By: Prudential Asset Resources, Inc., a Delaware
corporation

Its: Master Servicer

By: 
Name: Joe E. Greenawald
Title: V.P.

[signatures continue]



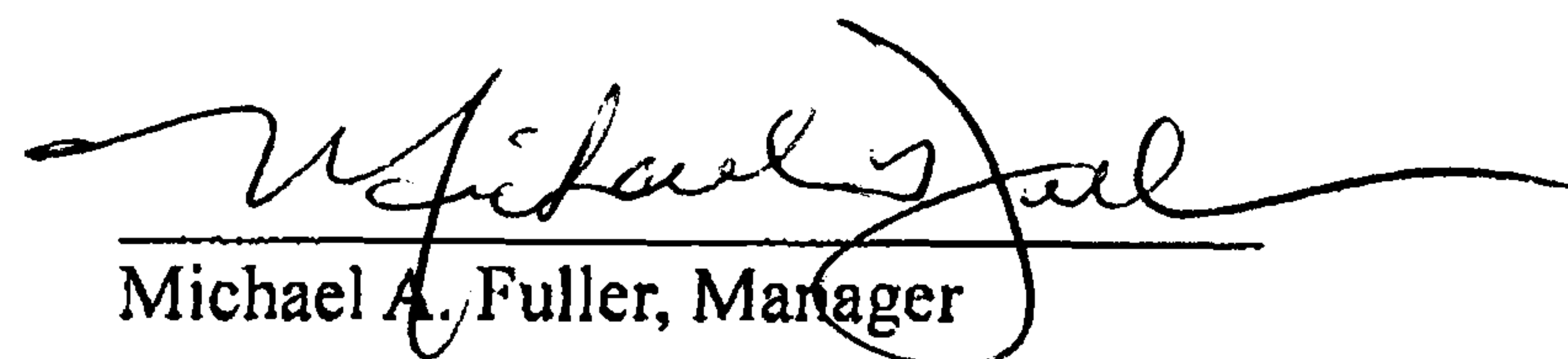
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BORROWER:


STONE PARK, LLC, an Alabama limited liability company

By: Greystone Park Retail, LLC, an Alabama limited liability company
Its Manager

By:

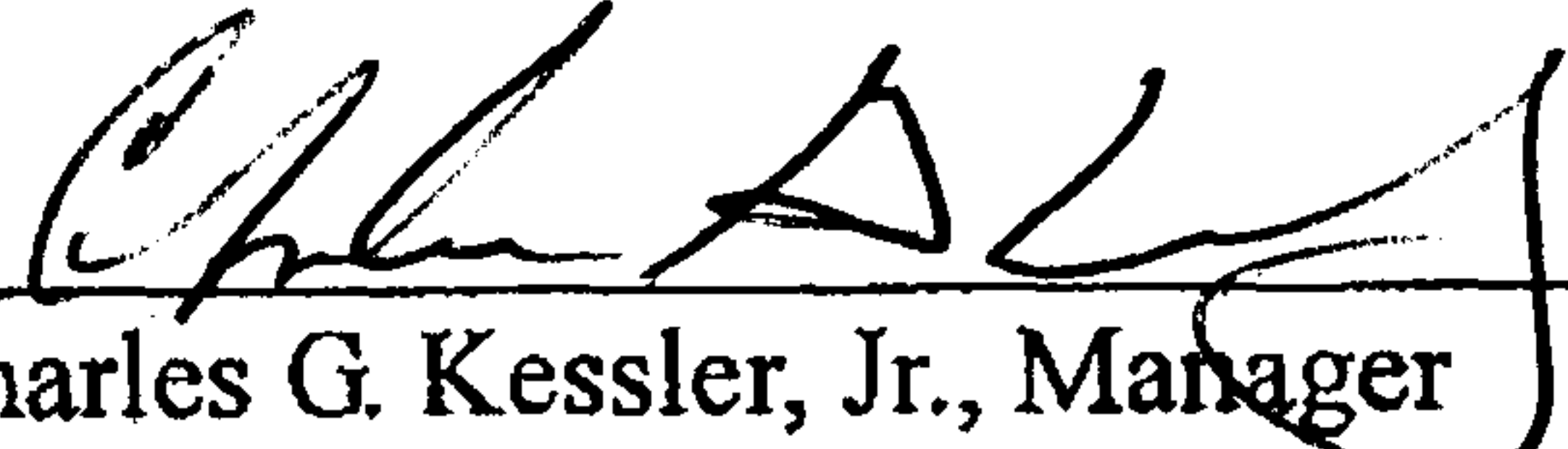

Michael A. Fuller, Manager

[signatures continue]



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PURCHASER:

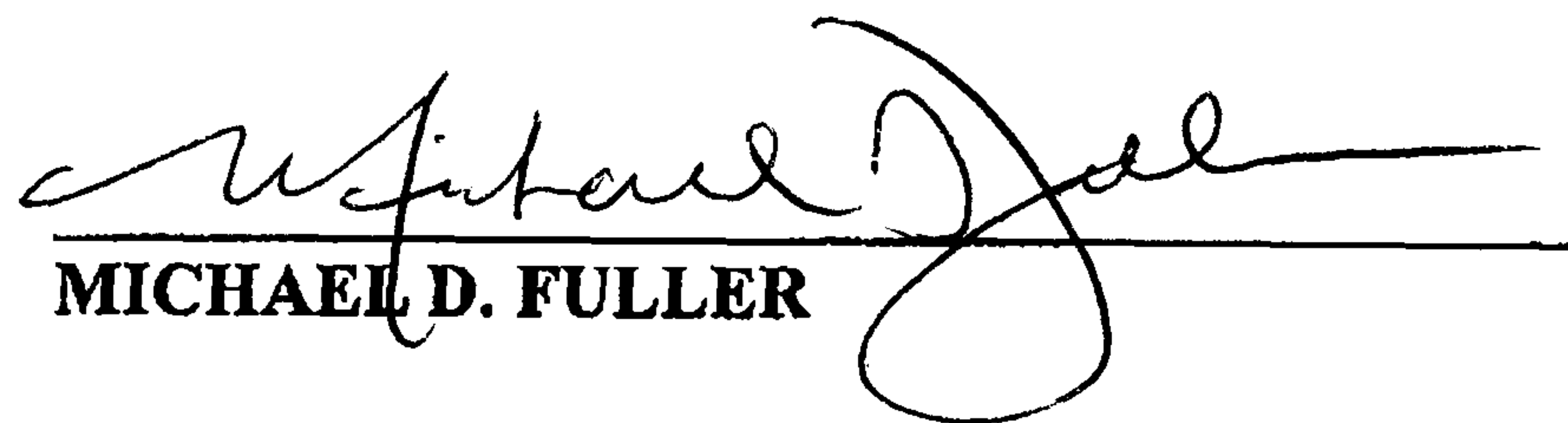
KESSLER – GREYSTONE, LLC,
an Alabama limited liability company

By: 
Charles G. Kessler, Jr., Manager

[signatures continue]


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EXISTING INDEMNITOR:



MICHAEL D. FULLER

[signatures continue]



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NEW INDEMNITOR:



CHARLES G. KESSLER, JR.



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STATE OF TEXAS

COUNTY OF DALLAS

§
§
§

BEFORE ME, a Notary Public in and for said County and State, on the date below, personally appeared Joe Greenhaw, as VP of Prudential Asset Resources, Inc., a Delaware corporation, Master Servicer of **LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF BEAR STEARNS COMMERCIAL MORTGAGE SECURITIES II INC., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-PWR11**, acting on behalf of the corporation and acknowledged that he/she executed the foregoing instrument on behalf of said corporation.

IN WITNESS WHEREOF, I have affixed my notary seal this 30 day of January, 2007.



A handwritten signature in cursive script, appearing to read "Chris N. Mason", written over a horizontal line.

Signature of Notary Public

A handwritten version of the name "CHRIS N. MASON" in all caps, written over a horizontal line.

Printed Name of Notary Public

[Notary Seal]

My Commission expires: 10.28.09


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STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Michael D. Fuller, whose name as Manager of Greystone Park Retail, LLC, an Alabama limited liability company, the Manager of Stone Park, LLC, 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 thereof, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal on Jan. 22, 2007.

John P. McEl
Notary Public
My Commission Expires: 7/11/08


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STATE OF ALABAMA)
)
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Charles G. Kessler, Jr., whose name as Manager of Kessler-Greystone, 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 thereof, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal on 2/1, 2007.

Jane B. Richardson
Notary Public
My Commission Expires: 3/13/08



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STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Michael D. Fuller, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, he executed the same voluntarily.

Given under my hand and official seal on Jan. 22, 2007.

John S. McElhenny
Notary Public
My Commission Expires: 7/11/08



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STATE OF ALABAMA)

COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Charles G. Kessler, Jr., whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, he executed the same voluntarily.

Given under my hand and official seal on 2/1, 2007.

Jane B. Richardson
Notary Public
My Commission Expires: 3/13/08

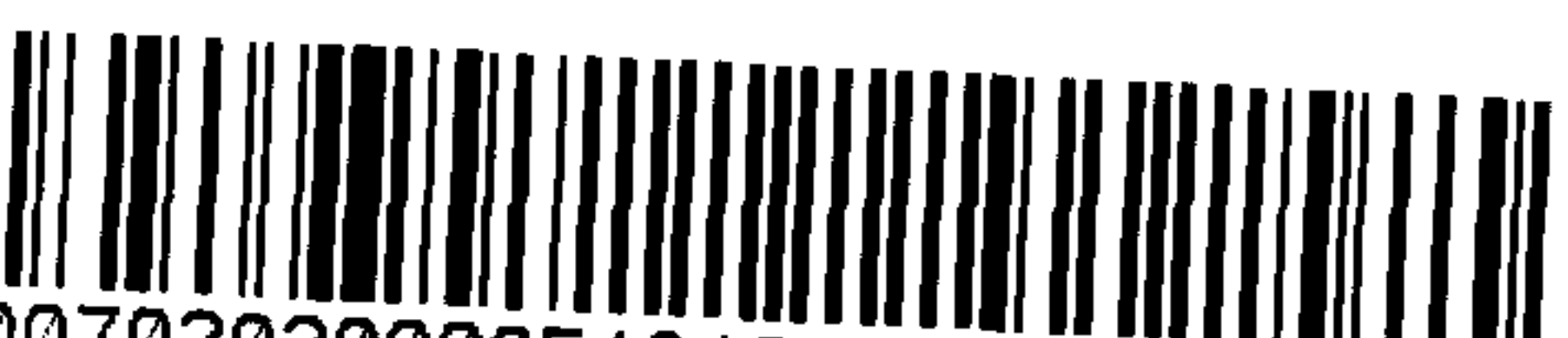

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Shelby Cnty Judge of Probate, AL
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EXHIBIT A

(Legal Description)

Lots 1 and 2, according to the Final Record Plat of Greystone Park, First Commercial Subdivision, as recorded in Map Book 30, page 48, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama. Together with the Reciprocal Easement Agreement as recorded in Inst. #20020925000463090, in Probate Office of Shelby County, Alabama.



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Shelby Cnty Judge of Probate,AL
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