

This document prepared by and
should be returned to:

David A. Weissmann, Esq.
Weissmann & Zucker, P.C.
3490 Piedmont Road
Suite 650
Atlanta, Georgia 30305

STATE OF ALABAMA

COUNTY OF SHELBY

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT, made this 30th day of November, 2007, between RIVER GLEN VILLAGE, LLC, a Georgia limited liability company ("Mortgagor"), and REGIONS BANK ("Mortgagee").

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten and No/100ths Dollars (\$10.00) and other good and valuable consideration, in hand paid by Mortgagee, the receipt and sufficiency of which are hereby acknowledged, Mortgagor does hereby (i) grant, transfer and immediately and absolutely assign to Mortgagee, its successors and assigns, all of the right, title and interest of Mortgagor in and to the rents (and payments in lieu of rents), income and profits arising from the Premises (as hereinafter defined) and (ii) collaterally assign, grant and transfer to Mortgagee all of Mortgagor's remaining interests as "Landlord" or "Lessor" in and to those certain lease agreements, tenant contracts and rental agreements (together with any and all extensions, renewals and modifications thereof and guarantees of the performance of obligations of any tenant or lessee thereunder) (hereinafter collectively referred to as the "Leases" and said tenants or lessees thereunder hereinafter collectively referred to as "Tenants" or individually as "Tenant" as the context requires), now or hereafter executed by or on behalf of Mortgagor (or assigned to Mortgagor), as

"Landlord" or "Lessor" therein, and others as "Tenant" or "Lessee" therein, conveying or demising all or any portion of the space in the improvements now or hereafter located on that certain tract or parcel of land (hereinafter referred to as the "Premises") lying and being in Shelby County, Alabama, the Premises being more particularly described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof, if any, together with all proceeds from the sale or other disposition of the Lease or rents and profits therefrom and all of Mortgagors claims and rights to the payment of damages arising from any rejection by a Tenant of any lease under the Bankruptcy Code, 11 U.S.C. §101 et seq, as the same may be amended. This assignment of rents, income and profits arising from the Premises as hereinabove provided is intended by Mortgagor and Mortgagee to create, and shall be construed to create, an absolute assignment to Mortgagee, subject only to the terms and provisions hereof, and not as an assignment as security for the indebtedness and obligations hereinbelow described. This assignment is effective immediately.

This Assignment is made in connection with the following described indebtedness and obligations (hereinafter referred to as the "Indebtedness"):

(a) Any and all indebtedness and obligations evidenced by that certain Real Estate Note of even date herewith, executed by Mortgagor payable to the order of Mortgagee at Mortgagee's office in Atlanta, Georgia, or at such other place as the holder may from time to time require, in the principal sum of TWO MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,800,000.00), with interest thereon at the rates therein specified, together with any and all renewals, modifications, consolidations, amendments and extensions of said note and the indebtedness evidenced by said note (hereinafter referred to as the "Note");

(b) Any and all indebtedness and obligations evidenced and secured by that certain Mortgage and Security Agreement of even date herewith, executed by Mortgagor in favor of Mortgagee, to be recorded in the official records of Shelby County, Alabama, together with all modifications and amendments thereto (hereinafter referred to as the "Mortgage");

(c) Any and all advances made by Mortgagee to protect or preserve the security created by this Assignment, or to protect or preserve the Premises or the lien of the Mortgage on the Premises, or for taxes or insurance premiums as provided in the Mortgage;

(d) The full and prompt payment and performance of each obligation, covenant and agreement of Mortgagor contained herein or in the Note, the Mortgage, or any other document or instrument evidencing, securing or relating to the indebtedness secured thereby, (the Note, the Mortgage and said other instruments and documents being hereinafter collectively referred to as the "Loan Documents"); and

(e) The full and prompt payment and performance by Mortgagor or guarantor, surety or obligor of Mortgagor's obligations to Mortgagee of all obligations, debts and

liabilities, plus interest thereon, of Mortgagor, or any one or more of them, as well as all claims by Mortgagee against Mortgagor, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Mortgagor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Mortgagor and Mortgagee agree that (i) an extension or extensions may be made at the time of payment of all or any part of the Indebtedness; (ii) the terms of the Note, the Mortgage, this Assignment and any other Loan Document may be modified; (iii) additional security may be given by Mortgagor; and (iv) any of the Leases may be released herefrom, all without altering or affecting the security interest created by this Assignment and without altering or releasing the obligations of Mortgagor under the Note, the Mortgage, this Assignment or the other Loan Documents.

Should the Indebtedness be paid according to the tenor and effect thereof when the same shall become due and payable, then this Assignment shall be canceled and surrendered as hereinafter provided.

Mortgagor and Mortgagee hereby further covenant and agree as follows, in addition to and not in substitution for or in derogation of any other covenants contained in the Mortgage or the other Loan Documents:

ARTICLE I

1.01 Warranties of Mortgagor. Mortgagor hereby warrants unto Mortgagee that:

- (a) Mortgagor is the absolute owner of the entire lessor's interest in the Leases;
- (b) Mortgagor has made no assignment of any of the rights of Mortgagor under any of the Leases, other than this Assignment;
- (c) Mortgagor has neither done any act nor omitted to do any act which might prevent Mortgagee from, or limit Mortgagee in, exercising its remedies under any of the provisions of this Assignment;
- (d) Mortgagor has not accepted payment of rental under any of the Leases for more than one (1) month in advance of the due date thereof;
- (e) There is no default by any Tenant under the terms of any of the Leases;

(f) Mortgagor is not prohibited under any agreement with any other person or any judgment or decree from (i) the execution and delivery of either this Assignment or any of the Leases; (ii) the performance of each and every covenant of Mortgagor under either this Assignment or the Leases; or (iii) the meeting of each and every condition contained in this Assignment; and

(g) No action has been brought or, so far as is known to Mortgagor, is threatened, which in any way would interfere with the right of Mortgagor to execute this Assignment and perform all of Mortgagor's obligations contained in this Assignment and in the Leases.

1.02 Covenants of Mortgagor. Mortgagor hereby covenants with Mortgagee that:

(a) Mortgagor will (i) use best efforts to fulfill, perform and observe each and every material condition and covenant of Mortgagor contained in any of the Leases in accordance with the provisions thereof; (ii) at no cost or expense to Mortgagee, enforce the performance and observance of each and every material covenant and condition of each of the Leases to be performed or observed by the Tenant thereunder; and (iii) appear in and defend or settle any action growing out of, or in any matter connected with, any of the Leases or the obligations or liabilities of Mortgagor as the "Landlord" or "Lessor" thereunder or of the Tenant or any guarantor thereunder;

(b) Mortgagor shall not, without the prior written consent of Mortgagee, (i) enter into any Lease; (ii) modify or amend any of the Leases in any material respect without the prior written consent of Mortgagee; (iii) terminate or accept the surrender of any of the Leases unless the Tenant thereunder shall have defaulted; (iv) waive or release any Tenant from the performance or observance of any material obligation or condition of its Lease; or (v) permit to be made any prepayment of any installment of rent or fees under the Leases for more than one (1) month in advance (except for security deposits);

(c) Mortgagor shall not execute any further assignment of the income, rents, issues or profits, or any part thereof, from the Premises.

(d) Mortgagor shall furnish to Mortgagee, within ten (10) days after a request by Mortgagee to do so, a sworn statement setting forth the name of all lessees and tenants of the Premises, the terms of their respective leases, tenant contracts or rental agreements, the space occupied, and the rentals payable thereunder, and stating whether to Mortgagor's knowledge any defaults, off-sets or defenses exist under or in connection with any of said leases, tenant contracts or rental agreements.

(e) Mortgagor shall take no action which shall cause or permit the estate of the Tenant under any of the Leases to merge with the interest of Mortgagor in the Premises or any portion thereof;

(f) Acceptance of this Assignment shall not be construed as a consent by Mortgagee to any of the Leases and, subject to the terms of this paragraph, Mortgagee shall not be obligated to perform or discharge any obligation of Mortgagor under any of the Leases, and Mortgagor agrees to, and does hereby indemnify and hold Mortgagee harmless against any and all liabilities, obligations, claims, damages, penalties, costs and expenses (including without limitation, reasonable attorney's fees and expenses actually incurred) which Mortgagee may incur under any of the Leases or under or by reason of this Assignment, and from any and all claims and demands whatsoever which may be asserted against Mortgagee by reason of any act or failure to act by Mortgagee under this Assignment or any alleged obligation or undertaking to be performed or discharged by Mortgagee under this Assignment unless any such claim or demand is caused by the gross negligence or intentional misconduct of Mortgagee. The foregoing indemnity shall not be applicable to any such claim, liability, loss, cost, expense or damage which results from any action of Mortgagee which occurs subsequent to the completion of a foreclosure or acceptance of a deed in lieu of foreclosure with respect to the Premises or during any period that a receiver has been appointed at the request of Mortgagee;

(g) Mortgagor shall authorize and direct, and does hereby authorize and direct each and every present and future Tenant of the whole or any part of the Premises to pay all rental to Mortgagee upon receipt of written demand from Mortgagee to so pay the same (which demand shall not be made until after an Event of Default);

(h) Upon request of Mortgagee, Mortgagor shall deliver Mortgagee certified copies of all Leases then in effect;

(i) Upon request of Mortgagee following an Event of Default, Mortgagor immediately shall deliver to Mortgagee all security deposits and other deposits (whether refundable or non-refundable) paid by Tenants under the Leases; and Mortgagee shall hold such deposits in a custodial account controlled by Mortgagee, subject to the terms and conditions of the Leases.

1.03 Covenants of Mortgagee. By acceptance of delivery of this Assignment, Mortgagee covenants with Mortgagor that:

(a) Although this Assignment constitutes a present and current assignment of all rents, issues and profits from the Premises, so long as there shall exist no Event of Default (as hereinafter defined) on the part of Mortgagor, Mortgagor shall have the right to collect, but not more than one (1) month prior to accrual, all such rents, issues and profits from the Premises (including, but not by way of limitation, all rental payments under any of the Leases) and to retain, use and enjoy such rents, issues and profits from the Premises for Mortgagor's own account, such right and license to expire automatically and without further notice upon the occurrence of an Event of Default; and

(b) Upon the filing by Mortgagee in the Office of the Judge of Probate of Shelby County, Alabama of a full satisfaction of the Mortgage without the recording of another security instrument in favor of Mortgagee affecting the Premises, this Assignment shall likewise be canceled without the necessity of any further act by Mortgagee.

ARTICLE II

2.01 Event of Default. The term "Event of Default," wherever used in this Assignment, shall mean any one or more of the following events:

(a) The occurrence of any default or Event of Default under the provisions of the Note, the Mortgage, or any of the other Loan Documents after the expiration of any applicable notice and opportunity to cure period;

(b) Failure by Mortgagor to duly observe any covenant, condition or agreement of this Assignment, and the failure by Mortgagor to cure such default in accordance with the provisions of the Mortgage regarding curing of defaults after the expiration of any applicable notice and opportunity to cure period;

(c) The breach of any warranty by Mortgagor contained in this Assignment, or if any representation or certification made or agreed to be made herein shall prove to be false or materially misleading;

(d) Mortgagor or any guarantor now or hereafter acting as guarantor, surety or obligor of the loan, including, without limitation, any person or entity comprising Mortgagor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Mortgagor's property or Mortgagor's ability to repay the Note or perform Mortgagor's obligations under the Note or any of the other Loan Documents; or

(e) Mortgagor or any person or entity comprising Mortgagor defaults under any loan, note, extension of credit, security agreement, security deed, assignment of leases, purchase or sales agreement, or any other agreement, now or hereafter existing, in favor of Mortgagee or any of Mortgagee's affiliates.

2.02 Remedies. Upon the occurrence and continuance of any Event of Default, in addition to any and all other rights and remedies available to Mortgagee under the Note, the Mortgage and the other Loan Documents, and not in substitution for or derogation thereof, Mortgagee shall become immediately entitled to all rents, income and profits arising from the Premises and may without notice to or demand on Mortgagor other than as may be otherwise provided herein (i) as a matter of strict right and without regard to the value or occupancy of the security, have a receiver appointed to enter upon and take possession of the Premises, collect the rents and profits therefrom and apply the same as the court may direct, such receiver to have all the rights and powers permitted

under the laws of the State of Georgia, all without becoming a mortgagee-in-possession; (ii) proceed itself to enter upon, take possession of and operate the Premises, or any portion thereof, without becoming a mortgagee-in-possession; (iii) proceed to perform any and all obligations of Mortgagor under any of the Leases and exercise any and all rights of Mortgagor therein contained as fully as Mortgagor itself could, all without regard to the adequacy of security for the indebtedness hereby secured and with or without the bringing of any legal action or the causing of any receiver to be appointed by any court or other judicial authority; (iv) make, enforce, modify and accept the surrender of any of the Leases; (v) evict the Tenant under any of the Leases or obtain tenants for other space within the Premises; (vi) fix or modify rent; and (vii) do all of the acts which Mortgagee may deem necessary, desirable or proper to protect the security created by this Assignment. Mortgagor hereby acknowledges and agrees that the intent of this Assignment is to empower Mortgagee to undertake any, all or any combination of the actions hereinabove set forth in this Paragraph 2.02 without notice to Mortgagor except as specifically provided herein or in the other Loan Documents. If an Event of Default shall have occurred and be continuing, Mortgagor does hereby specifically authorize Mortgagee, in the name of Mortgagor or in the name of Mortgagee, to sue for or otherwise collect and receive all rents, issues and profits from the Premises, including those past due and unpaid, and to apply such collected rents, issues and profits to the payment of (w) all expenses of managing the Premises, including, without limitation, the salaries, fees and wages of a managing agent and such other employees as Mortgagee may deem necessary or desirable, (x) all expenses of operating and maintaining the Premises, including, without limitation, all taxes, charges, claims, assessments, water rents, sewer rents, and any other liens, and premiums for all insurance which Mortgagee may deem necessary or desirable, (y) the cost of alterations, renovations, repairs, or replacements, and all expenses incident to taking and retaining possession of the Premises, and (z) the Indebtedness secured hereby, all in such order of priority as Mortgagee in its sole discretion may determine. Entry upon and taking possession of the Premises and the collection of the rents, issues and profits of the Premises and the application thereof, as aforesaid, shall not operate to waive any default or event of default, or prohibit the taking of any action by Mortgagee under the Note, the Mortgage, this Assignment or any other Loan Documents or at law or in equity to enforce payment of the Indebtedness secured hereby or to realize on any other security. No failure on the part of Mortgagee to exercise, and no delay in exercising, any right shall be construed or deemed to be a waiver thereof.

ARTICLE III

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

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 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 Applicable Law. Mortgagor and Mortgagee hereby acknowledge and agree that this Assignment and the obligations created hereunder are made and intended as a contract under the laws of the State of Alabama and is to be governed by and interpreted in accordance with the laws of the State of Alabama, and (ii) are to be construed and enforced in accordance with the laws of the State of Alabama.

3.05 No Third Party Beneficiaries. This Assignment is made solely for the benefit of Mortgagee and its assigns. No Tenant under any of the Leases nor any other person shall have standing to bring any action against Mortgagee as the result of this Assignment, or to assume that Mortgagee will exercise any remedies provided herein, and no person other than Mortgagee shall under any circumstances be deemed to be a beneficiary of any provision of this Assignment.

3.06 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.

3.07 Cumulative Remedies. The remedies herein provided shall be in addition and not in substitution for the rights and remedies vested in Mortgagee in or by any of the Loan Documents or in law or equity, all of which rights and remedies are specifically reserved by Mortgagee. The remedies herein provided or otherwise available to Mortgagee 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 provided herein 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 Mortgagee shall continue to be each and all available to Mortgagee until the Indebtedness shall be paid in full.

3.08 Further Assurance. At any time and from time to time, upon request by Mortgagee, Mortgagor will make, execute and deliver, or cause to be made, executed and delivered, to Mortgagee and, where appropriate, cause to be recorded and/or refiled at such time and in such offices and places as shall be deemed desirable by Mortgagee, any and all such other instruments as may, in the opinion of Mortgagee, be necessary or desirable in order to effectuate, complete or perfect, or to continue and preserve (a) the obligations of Mortgagor under this Assignment or (b) the interest created by this Assignment as a first and paramount interest in and to the Leases and the rents, issues and profits from the Premises.

3.09 Notices. Any and all notices, elections, demands, requests and responses thereto permitted or required to be given hereunder shall be given in the manner set forth in the Mortgage.

3.10 Cross-Default. An Event of Default by Mortgagor under this Assignment shall constitute a default under all other Loan Documents, including, without limitation, the Mortgage.

3.11 No Obligations Imposed Upon Mortgagee. Subject to Paragraph 1.02 (f) hereof, nothing contained herein shall operate or be construed to obligate Mortgagee to perform any of the terms, covenants and conditions contained in any of the Leases or otherwise to impose any obligation upon Mortgagee with respect to any of the Leases including, but not limited to, any obligation arising out of any covenant of quiet enjoyment therein contained in the event the tenant, lessee, occupant, or other party under any of such Leases shall have been joined as a party defendant in any action to foreclose and the estate of such tenant, lessee, occupant, or other party shall have been thereby terminated. Unless and until Mortgagee actually enters into and takes possession of the Premises, this Assignment shall not operate to place upon Mortgagee any responsibility for the operation, control, care, management or repair of the Premises, and the execution of this Assignment by Mortgagor shall constitute conclusive evidence that all responsibility for the operation, control, care, management and repair of the Premises is and shall be that of Mortgagor prior to such actual entry and taking possession by Mortgagee or by a receiver on behalf of Mortgagee. In the event of any such entry into and taking possession of the Premises by Mortgagee or by a receiver on behalf of Mortgagee, Mortgagee's or any receiver's, as the case may be, responsibility for the operation, control, care, management and repair of the Premises shall be strictly governed by the terms of the Loan Documents.

[Execution on following page]

IN WITNESS WHEREOF, Mortgagor has executed this Assignment of Leases and Rents under seal as of the day and year first above written.

MORTGAGOR:

RIVER GLEN VILLAGE, LLC, a Georgia limited liability company

By: [Signature] (SEAL)

STATE OF GEORGIA
COUNTY OF FULTON

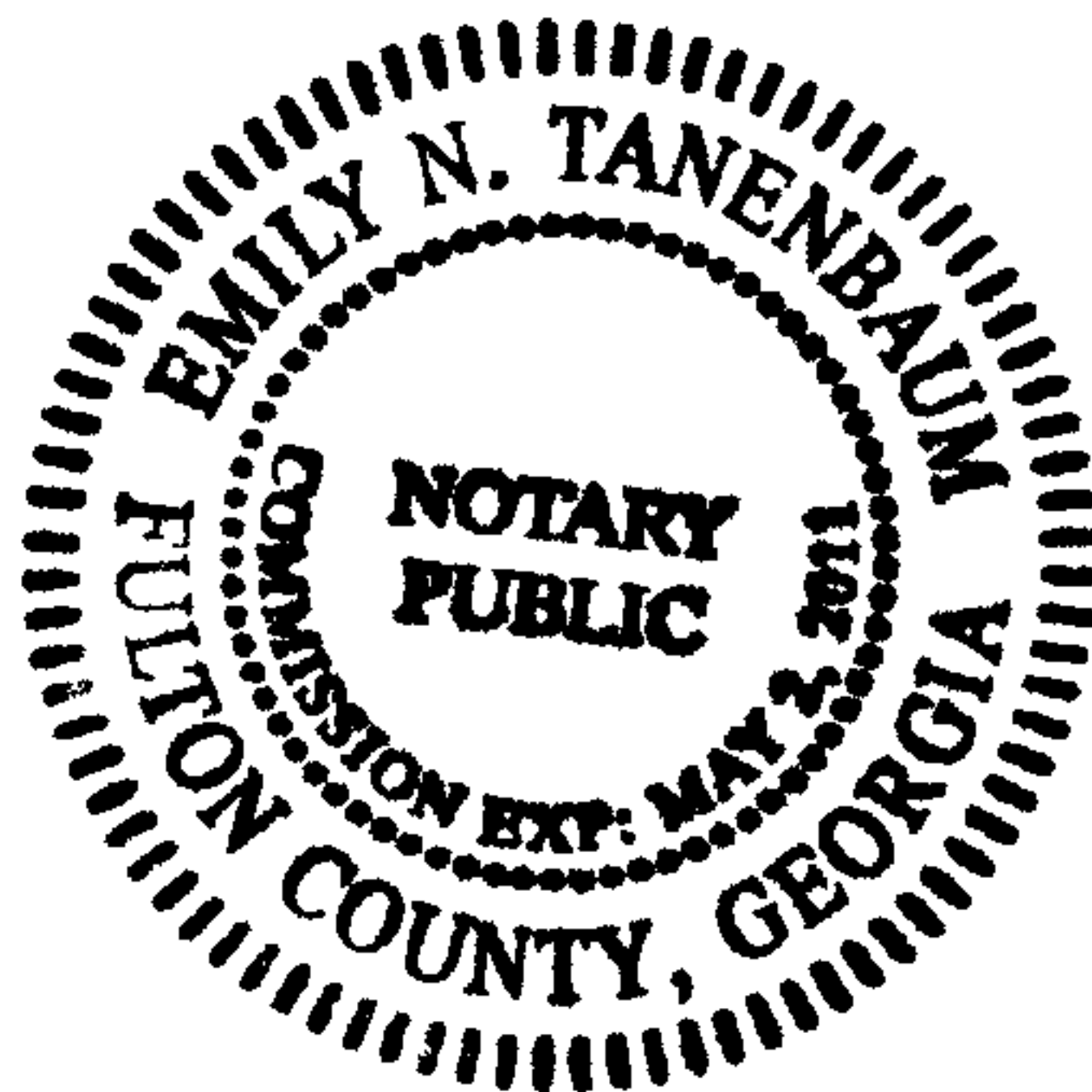
I, the undersigned Notary Public in and for said County in said State, hereby certify that _ whose name as Manager of River Glen Village, LLC, a Georgia limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of the instrument, he, as such officer 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 29th day of November, 2007.

[Signature]
Print Name: Emily N. Tanenbaum
Notary Public

My Commission Expires:

May 2, 2011
[NOTARIAL SEAL]



LTC File No: 2526X-07



20071205000551880 11/11 \$41.00
Shelby Cnty Judge of Probate, AL
12/05/2007 02:44:00PM FILED/CERT

EXHIBIT "A"

Lot 6, River Ridge Plaza as recorded in Map Book 26, page 14, in the Probate Office of Shelby County, Alabama.