

AFTER RECORDING RETURN TO:

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FIRST AMENDMENT TO ASSIGNMENT OF RENTS AND LEASES

THIS FIRST AMENDMENT TO ASSIGNMENT OF RENTS AND LEASES (this "First Amendment") is made and entered into as of December 20, 2007, by and between **SMCMOB II, L.L.C.**, an Alabama limited liability company (the "Borrower"), and **REGIONS BANK**, an Alabama banking corporation (the "Lender"). Capitalized terms used herein but not defined shall have the meanings ascribed to such terms in the Loan Agreement (as hereinafter defined).

WHEREAS, Wachovia Bank, National Association (successor by merger to SouthTrust Bank, the successor by conversion to SouthTrust Bank, National Association) ("Wachovia") previously made available to Borrower certain credit facilities pursuant to the terms of that certain Construction Loan Agreement dated as of April 29, 1998, between Borrower and Wachovia, which Construction Loan Agreement has been assigned by Wachovia to Lender pursuant to that certain Assignment, Acceptance, Agreement and Release of even date herewith (the "Assignment of Loan Documents") among Borrower, Lender and Wachovia (as so assigned to Lender, and as heretofore and hereafter amended from time to time, the "Loan Agreement"); and

WHEREAS, Borrower previously executed and delivered in favor of Wachovia that certain Assignment of Rents and Leases, dated April 29, 1998, which instrument was recorded in the office of the Judge of Probate of Shelby County, Alabama, as Instrument No. 1998-15831, and which instrument has been assigned to Lender pursuant to the Assignment of Loan Documents and pursuant to that certain Assignment of Leasehold Mortgage and Security Agreement and Assignment of Rents and Leases of even date herewith executed by Wachovia in favor of Lender and recorded in the office of the Judge of Probate of Shelby County, Alabama as Instrument No. * (as so assigned to Lender, and as amended from time to time, the "Assignment of Rents"); and * 20071228000580710

WHEREAS, Borrower and Lender desire to amend the Assignment of Rents as provided for hereinafter.

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 hereby agree that the Assignment of Rents is amended as follows:

1. The Assignment of Rents is hereby amended to provide that (A) any reference therein to the "Construction Loan Agreement" shall mean the Loan Agreement as defined in this First Amendment; (B) any reference therein to the indebtedness or obligations secured thereby shall include the Swap Obligations (as defined in the Loan Agreement); (C) any reference therein

to the "Loan" shall mean and include the Loan as defined in the Loan Agreement; and (D) any reference therein to the "Note" shall mean and include the Note as defined in the Loan Agreement.

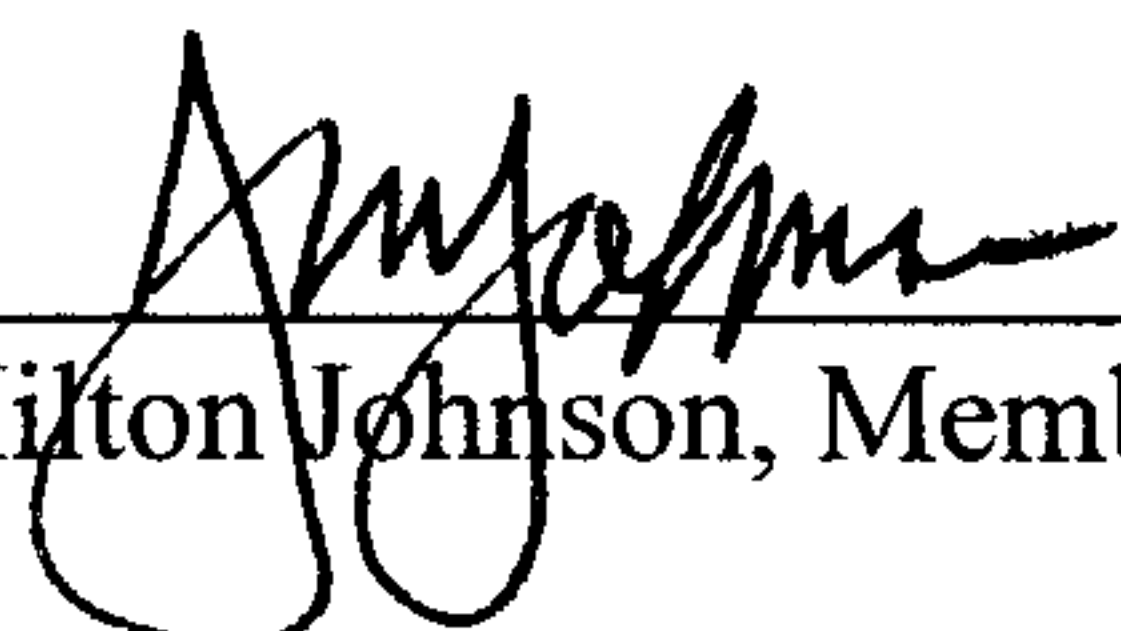
2. Except as hereinafter expressly amended, the terms of the Assignment of Rents are hereby ratified and affirmed.

3. In the event of any conflict between the provisions of the Assignment of Rents, as hereby amended, and the provisions of the Loan Agreement, the provisions most favorable to Lender shall control.

[Signature follows on next page]

IN WITNESS WHEREOF, this First Amendment has been executed and delivered as of the date first above written.

SMCMOB II, L.L.C.

By: 
James Milton Johnson, Member

REGIONS BANK


By: _____
Its: _____

STATE OF ALABAMA
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that James Milton Johnson, whose name as Member of SMCMOB II, 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, as such Member 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 20th day of December, 2007.

(SEAL)


Notary Public
My Commission Expires: Feb 6, 2010

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of Regions 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/she, 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 _____ day of December, 2007.

(SEAL)

Notary Public
My Commission Expires: _____

IN WITNESS WHEREOF, this First Amendment has been executed and delivered as of the date first above written.

SMCMOB II, L.L.C.

By: _____
James Milton Johnson, Member

REGIONS BANK

By: *Eric Smith*
Its: *E. Smith*

STATE OF ALABAMA
COUNTY OF _____

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that James Milton Johnson, whose name as Member of SMCMOB II, 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, as such Member 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 _____ day of December, 2007.

(SEAL)

Notary Public
My Commission Expires: _____

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that *Eric Smith*, whose name as *Senior Vice President* of Regions 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/she, 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 20 day of December, 2007.

(SEAL)

Barbara Knight
Notary Public
My Commission Expires: _____