

This instrument prepared by:
J. Keith Windle
Bradley Arant Rose & White LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, Alabama 35203-2119

**FIRST AMENDMENT TO AMENDED AND RESTATED
ASSIGNMENT OF LEASES AND RENTS**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED ASSIGNMENT OF LEASES AND RENTS (this "Amendment") is made and entered into on or as of February 29, 2008, by and between **SOUTHALL OF HOOVER, L.L.C.**, an Alabama limited liability company ("Assignor"), and **REGIONS BANK**, an Alabama banking corporation ("Assignee").

RECITALS:

1. Assignor and Assignee entered into that certain Construction and Term Loan Agreement dated November 4, 2005, as amended by that certain First Amendment to Construction and Term Loan Agreement dated November 1, 2006, as amended by that certain Second Amendment to Construction and Term Loan Agreement dated August __, 2007, as amended by that certain Third Amendment to Construction and Term Loan Agreement dated November 1, 2007, as amended by that certain Fourth Amendment to Construction and Term Loan Agreement of even date herewith (as amended, modified or supplemented, the "Assignor Loan Agreement").

2. Assignor and Assignee entered into that certain Amended and Restated Assignment of Leases and Rents dated November 1, 2007 executed by Assignor in favor of Assignee and recorded in the Office of the Judge of Probate of Jefferson County, Alabama at Book LR 200801, Page 29408 and in the Office of the Judge of Probate of Shelby County, Alabama as Instrument No. 20080130000039280 (the "Assignment of Rents") as security for the Assignor Loan Agreement.

3. South Hall of 150, LLC, an Alabama limited liability company ("Affiliate") has executed that certain Promissory Note in the amount of \$1,077,026.03 in favor of Assignee of even date herewith (the "Affiliate Note 2"). Assignee has agreed make such loan on the condition that each assignment under the Assignment of Rents, and the collateral described therein, secure the indebtedness evidence by Affiliate Note 2.

4. Assignor and Assignee desire to amend the Assignment of Rents so that the Assignment of Rents will secure Affiliate Note 2.

NOW, THEREFORE, for an in consideration of the recitals, Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are

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RECORDING TAXES HAVE PREVIOUSLY BEEN PAID ON THE EXISTING INDEBTEDNESS SECURED BY THIS INSTRUMENT. RECORDING FEES ON THE NEW INDEBTEDNESS SECURED BY THIS INSTRUMENT ARE BEING PAID IN CONNECTION WITH THE RECORDING OF THAT CERTAIN SECOND AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT OF EVEN DATE HEREWITH WHICH IS BEING RECORDED SIMULTANEOUSLY HEREWITH.

hereby acknowledged, the Assignor and the Assignee agree that the Assignment is hereby amended as follows:

1. If not otherwise defined herein or the context expressly indicates otherwise, all capitalized terms used herein shall have the meanings given to such terms in the Assignor Loan Agreement.

2. Paragraph 8 of the Recitals is hereby deleted and the following paragraph is hereby inserted in lieu thereof:

“8. South Hall of 150, LLC, an Alabama limited liability company (“Affiliate”), executed that certain Promissory Note dated November 4, 2005 in favor of Assignee, in the principal amount of \$5,936,000, as amended by that certain Note Modification Agreement dated November 1, 2006, as amended by that certain Second Note Modification Agreement of even date herewith (as amended, modified or supplemented, “Affiliate Note 1”). Affiliate further executed that certain Promissory Note in favor of Assignor in the principal amount of \$1,077,026.03 dated February 29, 2008 (as amended, modified or supplemented, “Affiliate Note 2” and, together with Affiliate Note 1, the “Affiliate Note”). The Affiliate Note and the Assignor Note, collectively, shall be the “Note” or the “Notes”. Affiliate Note was issued pursuant to the terms of that certain Construction and Term Loan Agreement dated November 4, 2005 by and between Affiliate and Assignee, as amended by that certain First Amendment to Construction and Term Loan Agreement dated November 1, 2006, as amended by the certain Second Amendment to Construction and Term Loan Agreement dated November 1, 2007, as amended by that certain Third Amendment to Construction and Term Loan Agreement dated February 29, 2008 (as amended, modified or supplemented, the “Affiliate Loan Agreement”).”

3. Subject to this Amendment, all terms, conditions and provisions of the Assignment of Rents shall remain in full force and effect, and the same are hereby ratified and affirmed in all respects by the Assignor.

[Signature page follows]

IN WITNESS WHEREOF, the duly authorized member of Assignor has executed this Assignment on behalf of Assignor this 29th day of February, 2008.

ASSIGNOR:

SOUTHHALL OF HOOVER, L.L.C.

By: 
Name: John G. Beard
Its: ~~President~~ Managing Member

Name and address of Assignor:
(Debtor)

SouthHall of Hoover, L.L.C.
4752 Highway 280 East
Birmingham, Alabama 35242

Name and address of Assignee:
Secured Party

Regions Bank
417 North 20th Street
Birmingham, Alabama 35203

20080306000091910 4/4 \$21.00
Shelby Cnty Judge of Probate, AL
03/06/2008 12:13:15PM FILED/CERT

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that John G. Beard, whose name as Man. Member of SouthHall of Hoover, 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 Man. Member and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 28th day of February, 2008.

Adrian Payne Zebot
Notary Public

[NOTARIAL SEAL]

My commission expires: 10-31-2011

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Bk: LR200803 Pg:13283
Jefferson County, Alabama
03/06/2008 11:01:02 AM XFRL
Fee - \$12.00

Total of Fees and Taxes-\$12.00
TINSLEY