

This instrument was prepared by and
after recording should be returned to:

Bobbi Acord, Esq.
Parker, Hudson, Rainer & Dobbs LLP
1500 Marquis Two Tower
285 Peachtree Center Avenue, N.E.
Atlanta, Georgia 30303

CROSS-REFERENCE TO MORTGAGE FROM
EVERGREEN TRANSPORTATION, INC. TO
WACHOVIA BANK, NATIONAL ASSOCIATION,
AS AGENT, RECORDED AS INSTRUMENT
NUMBER 20040707000374780, IN THE OFFICE
OF THE JUDGE OF PROBATE OF SHELBY
COUNTY, ALABAMA

STATE OF ALABAMA §
 §
COUNTY OF SHELBY §

**FIRST AMENDMENT TO ALABAMA MORTGAGE, FIXTURE FILING, SECURITY
AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES**

THIS FIRST AMENDMENT TO ALABAMA MORTGAGE, FIXTURE FILING,
SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES ("Amendment")
is made and entered into on May 10, 2006, between **EVERGREEN TRANSPORTATION,
INC.**, an Alabama corporation whose address is 206 Industrial Parkway, Evergreen, Alabama
36401 ("Mortgagor"), and **WACHOVIA BANK, NATIONAL ASSOCIATION**, a national
banking association whose address is 171 17th Street N.W., 4th Floor, MC-GA 4524, Atlanta, GA
30363, in its capacity as collateral and administrative agent (together with its successors and
assigns in such capacity, "Mortgagee") for various Lenders. Capitalized terms, unless otherwise
defined herein, shall have the meaning ascribed to such terms in the Loan Agreement (as
hereinafter defined).

Recitals

Mortgagor and Mortgagee are parties to that certain Loan and Security Agreement dated
June 29, 2004 (as at any time amended, the "Loan Agreement"), pursuant to which Mortgagee
and Lenders have made Loans and extended other financial accommodations to Mortgagor and
the other Borrowers.

As security for the Indebtedness (as defined in the Mortgage referenced below), Mortgagor has executed and delivered to Mortgagee that certain Alabama Mortgage, Fixture Filing, Security Agreement and Assignment of Rents and Leases dated June 29, 2004, recorded July 7, 2004, as Instrument Number 20040707000374780, in the Office of the Judge of Probate of Shelby County, Alabama ("Mortgage"), pursuant to which Mortgagor has conveyed to Mortgagee a lien upon certain real property and improvements of Mortgagor lying and being in Shelby County, Alabama, as more particularly described therein.

Mortgagor and Mortgagee have entered into a certain First Amendment to Loan and Security Agreement dated the date hereof, pursuant to which, among other things, Mortgagee and Lenders have agreed to make an additional loan (as defined in the Loan Agreement, as amended, "Term Loan A") to Mortgagor and the other Borrowers in the original principal amount of \$5,573,250.

Mortgagor and Mortgagee desire to amend the Mortgage to modify the description of the indebtedness secured by the Mortgage.

NOW, THEREFORE, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee hereby agree as follows:

1. The Mortgage is hereby amended as follows:

(a) By deleting in its entirety the topmost header on the unnumbered first page of the Mortgage, and by substituting in lieu thereof the following new header:

**THIS MORTGAGE SECURES FUTURE ADVANCES UP TO THE
MAXIMUM PRINCIPAL AMOUNT OF INDEBTEDNESS OF \$35,573,250.**

(b) By deleting the reference to "THIRTY MILLION AND NO/100 DOLLARS (\$30,000,000)" contained in the first paragraph immediately following the heading "WITNESSETH, That" on page two of the Mortgage, and by substituting in lieu thereof a reference to "THIRTY-FIVE MILLION FIVE HUNDRED SEVENTY-THREE THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$35,573,250)".

(c) By deleting the reference to "\$30,000,000" within the definition of "Maximum Secured Amount" contained in the paragraph beginning with the words "NOW, THEREFORE" on page two of the Mortgage, and by substituting in lieu thereof a reference to "\$35,573,250".

(d) By deleting subparagraph (a) within the definition of "Indebtedness" on page two of the Mortgage, and by substituting in lieu thereof the following new subparagraph (a):

(a) All indebtedness (including, without limitation, all principal, interest, fees and other charges) now or at any time or times hereafter owing by Mortgagor or any other Obligor under the Loan Agreement, (i) on account of

loans and extensions of credit to be made by Mortgagee and Lenders to Mortgagor and the other Obligors on a revolving basis ("Revolving Loans") up to a maximum principal amount of Revolving Loans outstanding at any time equal to THIRTY MILLION AND NO/100 DOLLARS (\$30,000,000), totaling \$30,000,000 in the aggregate principal amount, as evidenced by a Revolver Note (as defined in the Loan Agreement) being payable by Mortgagor and the other Obligors to each Lender in the amount of such Lender's pro rata share of all Revolving Loans; and (ii) pursuant to that certain Term Loan A (as defined in the Loan Agreement; Term Loan A and the Revolving Loans being sometimes collectively referred to herein as the "Loans") made by Mortgagee and Lenders to Mortgagor and the other Obligors in the original principal amount of \$5,573,250, as evidenced by a Term Note A (as defined in the Loan Agreement) being payable by Mortgagor and the other Obligors to Mortgagee and Lenders (such Term Note A and Revolver Notes being sometimes collectively referred to herein as the "Notes");

(e) By deleting in its entirety the joint definition of "Note" and "Notes" contained in Section II of the Mortgage, and by substituting in lieu thereof the following new definition:

"Notes" shall have the meaning ascribed to such term earlier in this Mortgage.

(f) By deleting each reference to "Revolving Loans" contained in Section V and Section VIII(R)(b) of the Mortgage, and by substituting in lieu thereof, in each instance, a reference to "Loans".

(g) By deleting in its entirety the reference to Mortgagee's address contained in Section VIII(J)(b) of the Mortgage, and by substituting in lieu thereof the following new address:

Wachovia Bank, National Association, as Agent
171 17th Street, N.W.
4th Floor
MC-GA 4524
Atlanta, GA 30363
Facsimile No.: (404) 214-7299
Attention: Wachovia Capital Finance

(h) By deleting in its entirety the first numbered item contained in Exhibit B to the Mortgage.

2. Except as expressly stated herein, nothing herein shall be deemed to amend or modify any provision of the Mortgage, which shall remain in full force and effect and shall be binding upon and inure to the benefit of Mortgagee and Lenders and their respective successors and assigns. This Amendment is not intended to be or to create, nor shall it be construed as, a novation or an accord and satisfaction.

3. This Amendment shall be effective when accepted by Mortgagee, notice of which is hereby waived by Mortgagor.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals as of the day and year first above written.

ATTEST:

Allison Wiggins
Allison Wiggins, Assistant Secretary

[CORPORATE SEAL]

**EVERGREEN TRANSPORTATION,
INC.**

By: Sean Kish
Sean Kish, Chairman

Accepted in Atlanta, Georgia:

**WACHOVIA BANK, NATIONAL
ASSOCIATION,**
as Agent

By: Laurie D. O'Fallon
Laurie D. O'Fallon, Director

STATE OF VA
COUNTY OF City Alexandria

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20060725000358710 6/6 \$27.00
Shelby Cnty Judge of Probate, AL
07/25/2006 03:09:28PM FILED/CERT

ACKNOWLEDGMENT FOR CORPORATION

I, the undersigned authority, a Notary Public, in and for said county in said state, hereby certify that **Sean Kish**, whose name as **Chairman** of Evergreen Transportation, Inc., an Alabama 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 corporation.

Given under my hand and official seal this 10th day of May, 2006.

Jacqueline L. Linn
Notary Public
Executed on: 5/10/2006
My Commission Expires:
1/31/2009
[NOTARIAL SEAL]

STATE OF Georgia
COUNTY OF Gwinnette

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ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public, in and for said county in said state, hereby certify that Laurie D. O'Fallon, whose name as Director of Wachovia Bank, National Association, a national banking association, as Agent, 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, she or he, as such officer, and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal this 13 day of June, 2006.

Martha J. Stuart
Notary Public #05-NT-00596
Executed on: 3-20-05
My Commission Expires:
Notary Public-Gwinnett County, Georgia
My Commission Expires 3-19-09
[NOTARIAL SEAL]