


THIS INSTRUMENT PREPARED BY:

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Shelby Cnty Judge of Probate, AL
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STATE OF ALABAMA)

COUNTY OF SHELBY)

FOURTH AMENDMENT TO MORTGAGE

This Fourth Amendment to Mortgage is dated as of the 7th day of December, 2007, and is executed by CECIL STUART JOHNSON aka CECIL STEWART JOHNSON and M. ANN JOHNSON (collectively, the "Mortgagor"), as mortgagors, in favor of Compass Bank, an Alabama banking corporation (the "Lender"), as mortgagee.

Recitals

1. The Mortgagor has previously granted to the Lender a Mortgage dated as of March 17, 2005, recorded in Instrument No. 20050404000151590 in the Probate Office of Shelby County, Alabama (the "Mortgage") which was amended by that certain Amendment to Mortgage dated the 20th day of October, 2005, recorded in Instrument No. 20060131000050380, in the Probate Office of Shelby County, Alabama (the "First Amendment to Mortgage"), by that certain Amendment to Mortgage dated the 21st day of December, 2005, recorded in Instrument No. 20060131000050390, in the Probate Office of Shelby County, Alabama (the "Second Amendment to Mortgage") and by that certain Amendment to Mortgage dated the 17th day of March, 2006, recorded in Instrument No. 20060322000135160, in the Probate Office of Shelby County, Alabama (the "Third Amendment to Mortgage"). The Mortgage originally secured a stated maximum amount of amount of \$450,000,000 (such amount being comprised of amounts outstanding on a line of credit that Nutritive Sweeteners Company, Inc. has with Lender), but the indebtedness secured was increased by the Second Amendment to Mortgage to secure, among other things, (i) that certain line of credit in the principal sum of ONE MILLION FIFTY THOUSAND AND NO/100 DOLLARS (\$1,050,000.00) (the "Line of Credit"), as evidenced by a promissory note dated December 21, 2005, payable by Nutritive Sweeteners Company, Inc. to Lender with interest thereon on demand or as otherwise provided therein; (ii) that certain loan in the principal sum of SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00) (the "Loan"), as evidenced by a promissory note dated April 6, 2004, payable by Cecil Stewart Johnson to Lender with interest thereon on demand or as otherwise provided in such promissory note; and (iii) Nutritive Sweeteners Company, Inc.'s reimbursement obligations to Lender pursuant to that certain \$17,000 Irrevocable Standby Letter of Credit Number A26881A dated November 22, 2004, that certain \$22,500 Irrevocable Standby Letter of Credit Number A26808A dated October 6, 2004, that certain \$27,000 Irrevocable Standby Letter of Credit Number A26250A dated September 24, 2003, and that certain \$51,000 Irrevocable Standby Letter of Credit Number A27082A dated March 21, 2005 (the "Letters of Credit"), including all renewals, extensions, modifications, and amendments thereto from time to time. The indebtedness secured was further increased by the Third Amendment to Mortgage to secure, among other things, (i) an increase in the Line of Credit bringing the principal amount to ONE MILLION FIVE HUNDRED THOUSAND

AND NO/100 DOLLARS (\$1,500,000.00); and (ii) Nutritive Sweeteners Company, Inc.'s reimbursement obligations to Lender pursuant to that certain \$22,500 Irrevocable Standby Letter of Credit Number A26808A dated October 6, 2004, which was increased to \$25,500.00 and that certain \$27,000 Irrevocable Standby Letter of Credit Number A26250A dated September 24, 2003, which was increased to \$27,500.00, including all renewals, extensions, modifications, and amendments thereto from time to time.

2. The Mortgagor has agreed to execute this Amendment to Mortgage.

Agreement

NOW, THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the Mortgagor agrees with Lender as follows:

1. It is hereby agreed and acknowledged that the Mortgage continues to secure, among other things, the Line of Credit, the Loan, the Letters of Credit, and all renewals, extensions, modifications and amendments thereto and thereof.

2. The Mortgage is hereby amended to secure Nutritive Sweeteners Company, Inc.'s reimbursement obligations under the following additional Letters of Credit:

- (i) that certain \$18,000 Irrevocable Standby Letter of Credit Number A27991A dated September 1, 2006;

- (ii) that certain \$20,000 Irrevocable Standby Letter of Credit Number A28378A dated March 14, 2007; and

- (iii) that certain \$25,500 Irrevocable Standby Letter of Credit Number A268081A dated October 6, 2004.

3. The Mortgage, as amended herein, is hereby restated, republished and affirmed by Mortgagor in its entirety, including, without limitation, each and every representation, warranty, covenant and agreement made by Mortgagor herein.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to Mortgage to be executed on the date of the acknowledgment of their signatures below.

[signature page to follow]

COMPASS BANK


CECIL STUART JOHNSON aka
CECIL STEWART JOHNSON

By: Alan Rogers
Its: Senior Vice President

M. ANN JOHNSON

M. Ann Johnson

STATE OF ALABAMA

COUNTY OF Shelby

I, Mary Jo An Ferguson, a notary public in and for said county in said state, hereby certify that **Cecil Stuart Johnson** signed the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he executed the same voluntarily.

Given under my hand and official seal this 7th day of December, 2007.

Mary Jo An Ferguson
Notary Public

[NOTARIAL SEAL]

My Commission Expires: November 10, 2010

STATE OF ALABAMA

COUNTY OF Shelby

I, Mary Jo An Ferguson, a notary public in and for said county in said state, hereby certify that **M. Ann Johnson** signed the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, she executed the same voluntarily.

Given under my hand and official seal this 7th day of December, 2007.

Mary Jo An Ferguson
Notary Public

[NOTARIAL SEAL]

My Commission Expires: November 10, 2010

STATE OF ALABAMA

COUNTY OF

I, Mary Jo An Ferguson, a notary public in and for said county in said state, hereby certify that Alan Rogers, whose name as Senior Vice President of **Compass Bank**, a 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 such 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 7th day of December, 2007.

Mary Jo An Ferguson
Notary Public

[NOTARIAL SEAL]

My Commission Expires: November 10, 2010