

**AMENDMENT
TO
MORTGAGE
ASSIGNMENT OF RENTS AND LEASES
AND SECURITY AGREEMENT**

THIS AMENDMENT amends that certain Mortgage, Assignment of Rents and Leases and Security Agreement (hereinafter "Mortgage") executed on October 2, 2007 by **PHOENIX INVESTMENTS, L.L.C., an Alabama limited liability company** (hereinafter "Borrower") in favor of **RED MOUNTAIN BANK, N.A.** (hereinafter "Bank").

WHEREAS, the Mortgage was recorded on October 12, 2007 as Instrument 20071012000475140 in the Office of the Judge of Probate of Shelby County, Alabama, and pertains to the property described on Exhibit "A" attached hereto.

WHEREAS, the Mortgage secured a Note in the original principal amount of \$3,000,000.00 and all renewals and extensions thereof.

WHEREAS, upon the recordation of the Mortgage a mortgage tax of \$4,500.00 was paid.

WHEREAS, Borrower has requested Bank to lend Borrower an additional \$82,500.00, and Bank is agreeable to making such loan, provided Borrower, among other things enters into this Amendment, and causes this additional advance to be secured by the Mortgage.

NOW THEREFORE, in consideration of the terms and conditions contained herein, and to induce Bank to lend additional monies to Borrower, the Mortgage is hereby amended as follows:

- 1). Henceforth the Mortgage shall specifically secure not only the \$3,000,000.00 Note executed in connection therewith, and all renewals and extensions thereof, but also an additional advance or loan of \$82,500.00 made in connection herewith to Borrower, and all the interest thereon.
- 2). The term "Debt" as used in the Mortgage shall be defined to mean not only the indebtedness evidenced by the \$3,000,000.00 Note executed on October 2, 2007, and all interest thereon, and all extensions and renewals thereof, but also the \$82,500.00 advance or loan being made in connection herewith, all interest thereon, and all extensions, and renewals thereof.

In addition hereto, Borrower further amends all of the documents and agreements executed in connection with the Mortgage, or pertaining to the Mortgage (the "Agreements") to the terms as herein cited and to cover not only the property described therein but also the New Property.

Borrower hereby agrees and directs Bank to take any action necessary to conform the Mortgage and the Agreements to the terms as herein cited and by these presents accepts and confirms their liability under said Mortgage and Agreements with the terms as herein modified.

All of the terms and provisions of the Mortgage not specifically amended herein, are hereby reaffirmed, ratified and restated. This Amendment the Mortgage and is not an novation thereof.

IN WITNESS WHEREOF, we have hereunto set our hands and seals effective this 19th day of September, 2008.

PHOENIX INVESTMENTS, L.L.C.,
an Alabama limited liability company

By: [Signature]
Steve Castleman (also known as
Stephen P. Castleman) (Manager)

By: [Signature]
Guy Manzi (also known as
Guy T. Manzi) (Manager)

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Steve Castleman (also known as Stephen P. Castleman), whose name as Manager of PHOENIX INVESTMENTS, 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 manager, and with full authority, executed the same voluntarily, as an act of said company, acting in his capacity as aforesaid.

Given under my hand and official seal, this the 19th day of September, 2008.

[Signature]
NOTARY PUBLIC

My Commission Expires: 12/14/2010

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Guy Manzi (also known as Guy T. Manzi), whose name as Manager of PHOENIX INVESTMENTS, 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 manager, and with full authority, executed the same voluntarily, as an act of said company, acting in his capacity as aforesaid.

Given under my hand and official seal, this the 19th day of September, 2008.

[Signature]
NOTARY PUBLIC

My Commission Expires: 12/14/2010

**THIS INSTRUMENT PREPARED BY AND AFTER
RECORDATION SHOULD BE RETURNED TO:**

William C. Brown

ENGEL HAIRSTON & JOHANSON, P.C.

4th Floor, 109 North 20th Street

Birmingham, Alabama 35203

(205) 328-4600

EXHIBIT "A"

Lot 1A, according to the Survey of Phoenix Commercial Park being a Resurvey of Lot 19, Airport Industrial Complex, as recorded in Map Book 39, Page 37, in the Probate Office of Shelby County, Alabama.

SUBJECT TO: i) taxes and assessments for the year 2008, a lien but not yet payable; ii) easement(s), building line(s), restriction(s) as shown by recorded maps; iii) Restrictions appearing of record in Real Volume 265, Page 628; Instrument No. 1998-13278; Volume 352, Page 818 and Volume 352, Page 805; iv) release of damages as recorded in Volume 352, Page 805; v) Inactive Geological Depression (sinkhole) as shown on Map Book 19, Page 116 and Map Book 39, Page 37; and vi) coal, oil, gas and mineral and mining rights which are not owned by Grantor/Mortgagor.