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**MORTGAGE, ASSIGNMENT OF LEASES
AND SECURITY AGREEMENT**

Dated May 25, 2011

from

**HILLTOP MONTESSORI SCHOOL, INC.
6 Abbott Square
Birmingham, Alabama 35242**

to

**REGIONS EQUIPMENT FINANCE CORPORATION
1900 5th Avenue North
24th Floor
Birmingham, Alabama 35203**

**THIS MORTGAGE IS ALSO TO BE INDEXED IN THE INDEX OF UNIFORM
COMMERCIAL CODE FINANCING STATEMENTS.**


The amount of the indebtedness secured by this instrument is \$2,560,000.

**MAYNARD COOPER
& GALE PC**
ATTORNEYS AT LAW

**Heyward C. Hosch
Barry A. Staples
Maynard, Cooper & Gale, PC
1901 Sixth Avenue North
2400 Regions/Harbert Plaza
Birmingham, Alabama 35203**

STATE OF ALABAMA)

SHELBY COUNTY)


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**MORTGAGE, ASSIGNMENT OF LEASES
AND SECURITY AGREEMENT**

THIS MORTGAGE, ASSIGNMENT OF LEASES AND SECURITY AGREEMENT dated May 25, 2011 is entered into by HILLTOP MONTESSORI SCHOOL, INC., an Alabama nonprofit corporation (the "Borrower"), for the benefit of REGIONS EQUIPMENT FINANCE CORPORATION, an Alabama corporation (the "Lender").

Recitals

Pursuant to and for the purposes expressed in Chapter 92A of Title 11 of the Code of Alabama 1975 (the "Enabling Law"), the Borrower and Shelby County Economic & Industrial Development Authority, an Alabama public corporation (the "Issuer"), have delivered the Financing Agreement dated as of May 1, 2011 (the "Financing Agreement") to finance and refinance property and interests in property under the Enabling Law, as more particularly described therein (collectively the "Project"), for lease to and use by the Borrower.

For Value Received, in consideration of, and in satisfaction of certain conditions of the Lender precedent to, the delivery of the Financing Agreement by the Lender and the advance of funds thereunder on behalf of the Issuer for the benefit of the Borrower, the Borrower has delivered this Mortgage simultaneously with the delivery of the Financing Agreement intending to be legally bound hereby.

Agreement

NOW, THEREFORE, in consideration of the foregoing recitals and to induce the Lender to enter into the Financing Agreement, and to secure the prompt payment of all amounts due under the Financing Agreement and this Mortgage, and also to secure the full and complete performance of each and every obligation, covenant, duty and agreement of the Borrower contained in this Mortgage and the Financing Agreement:

ARTICLE I

Definitions and Other Provisions of General Application

For all purposes of this Mortgage, except as otherwise expressly provided or unless the context otherwise requires:

(1) **Capitalized terms used herein without definition shall have the respective meanings assigned thereto in the Financing Agreement.**

(2) The terms defined in this Article have the meanings assigned to them in this Article. Singular terms shall include the plural as well as the singular and vice versa and words connoting one gender shall refer to all genders.

(3) All references in this instrument to designated "articles", "sections" and other subdivisions are to the designated articles, sections and subdivisions of this instrument as originally executed.

(4) The terms "herein", "hereof" and "hereunder" and other words of similar import refer to this Mortgage as a whole and not to any particular article, section or other subdivision.

Collateral shall mean all property and rights mortgaged, assigned, pledged or otherwise subject to the lien of this Mortgage.

Condemnation Awards shall have the meaning stated in the third Granting Clause of Article II.

Environmental Law shall mean and include all laws, rules, regulations, ordinances, judgments, decrees, codes, orders, injunctions, notices and demand letters of any Governmental Authority applicable to the Borrower or the Project Site (including the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601, et seq.) relating to Hazardous Substances and the protection of human health or the environment, including any relating to Hazardous Substances.

Event of Default shall have the meanings stated in Article VII. An Event of Default shall "exist" if an Event of Default shall have occurred and be continuing.

Financing Agreement shall mean that certain Financing Agreement dated May 1, 2011 among the Borrower, the Issuer and the Lender, including any amendments or supplements to such instrument entered into pursuant to the applicable provisions thereof.

Financing Documents shall mean collectively the following documents as at any time amended, restated or supplemented:

- (i) the Financing Agreement,
- (ii) the Obligation,
- (iii) the Guaranty,
- (iv) the Tax Certificate and Agreement, and
- (v) this Mortgage.

Governmental Authority shall mean any federal, state, county, municipal, or other government, domestic or foreign, and any agency, authority, department, commission, bureau, board, court or other instrumentality thereof.

Guaranty shall mean the Guaranty Agreement of even date herewith from the Borrower to the Lender.

Hazardous Substances shall mean and include all pollutants, contaminants, toxic or hazardous wastes and other substances (including asbestos, urea formaldehyde, foam insulation and materials containing either petroleum or any of the substances referenced in Section 101(14) of CERCLA), the removal of which is required or the manufacture, use, maintenance and handling of which is regulated, restricted, prohibited or penalized by an Environmental Law, or, even though not so regulated, restricted, prohibited or penalized, might pose a hazard to the health and safety of the public or the occupants of the property on which it is located or the occupants of the property adjacent thereto.

Issuer shall mean Shelby County Economic & Industrial Development Authority and the successors and assigns thereof.

Leases shall have the meaning stated in the fifth Granting Clause of Article II.

Mortgage shall mean this instrument as originally executed or as it may from time to time be supplemented, modified or amended by one or more instruments entered into pursuant to the applicable provisions hereof.

Obligation shall mean the Obligation of the Issuer executed and delivered pursuant to the Financing Agreement.

Obligations shall mean:

- (1) all amounts becoming due and payable under the Obligation in accordance with the terms thereof;
- (2) all other amounts becoming due and payable under the Financing Agreement, including without limitation amounts due under Section 8.04 and Section 8.05 and Section 12.09 of the Financing Agreement;
- (3) all amounts becoming due and payable by the Borrower under the Guaranty;
- (4) all amounts becoming due and payable by any Obligor under the terms of this Mortgage (including but not limited to amounts due under Section 4.06 of this Mortgage and reimbursement for advancements made by the Lender under this Mortgage) and any other security agreements, guarantees, mortgages or other documents now or hereafter evidencing or securing the obligations of the Obligors under the Financing Documents; and
- (5) all other indebtedness, obligations (including obligations of performance) and liabilities of any Obligor to the Lender of every kind and description whatsoever, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter incurred, contracted or arising, or acquired by the Lender from any source, joint or several, liquidated or unliquidated, regardless of how they arise or by what agreement or instrument there may be evidenced or whether they are evidenced by any agreement or instrument, and whether incurred as maker, endorser, surety, Borrower or otherwise, and any and all extensions, restatements and renewals of any of the same; and
- (6) all renewals and extensions of any or all the obligations of the Obligor described in paragraphs (1) through (5) above, whether or not any renewal or extension agreement is executed in connection therewith.

Obligors shall mean the Issuer and the Borrower collectively, and individually, an "Obligor".

Permitted Encumbrances shall mean restrictions, exceptions, reservations, conditions, limitations, interests and other matters appearing of public record prior to the recordation of this Mortgage.

Person shall include natural persons, sole proprietorships, corporations (which shall be deemed to include business trusts), unincorporated organizations, associations, companies, institutions, entities, joint ventures, partnerships, governments (whether national, federal, state, county, city, municipal or otherwise) and any governmental instrumentality, division, agency, body or department.

Personal Property and Fixtures shall mean all personal property and fixtures constituting part of the Collateral.

Project shall mean the Project Site, the Personal Property and Fixtures and all other property and rights referred to or intended so to be in Granting Clauses I and II.

Project Site shall have the meaning stated in the first Granting Clause of Article II.

Rents shall have the meaning stated in the fifth Granting Clause of Article II.

Special Funds shall mean all funds and accounts established pursuant to the Financing Agreement.

Tax Certificate and Agreement shall mean that certain Tax Certificate and Agreement by the Issuer and the Borrower delivered in connection with the Obligation.

ARTICLE II

Granting Clauses

As security for the Obligations, the Borrower has bargained and sold and does hereby grant, bargain, sell, transfer, assign, set-over and convey to the Lender, its successors and assigns, the property and interests in property described in the following Granting Clauses, and the Borrower has granted and does hereby grant to the Lender security title to and a continuing security interest in said property and interests in property and all proceeds and products thereof:

I.

(Project Site and Buildings)

The real property described on Exhibit A attached hereto and interests therein, together with all easements, permits, licenses, rights-of-way, contracts, leases, tenements, hereditaments, appurtenances, rights, privileges and immunities pertaining or applicable to said real property and interests therein, together with all buildings, structures and improvements now or hereafter located on such real property (the "Project Site").

II.

(Personal Property and Fixtures)

All personal property and fixtures described in Exhibit B attached hereto and all other personal property and fixtures located on the Project Site in which the Borrower has any interest, including all substitutions and replacements for such personal property and fixtures and the proceeds thereof.

III.

(Condemnation Awards and Insurance Proceeds)

Subject to the provisions hereof respecting application of the following for the purposes and on the terms and conditions set forth herein: (i) all awards or payments, including all interest thereon, together with the right to receive the same, that may be made to the Borrower with respect to the Collateral as a result of the exercise of the right of eminent domain, any damage to or destruction of the Collateral or any part thereof, or any other injury to or decrease in the value of the Collateral (herein referred to as "Condemnation Awards"), and (ii) all right, title and interest of the Borrower in and to any policies of insurance (and the proceeds thereof) with respect to any damage to or destruction of the Collateral.

IV.

(Special Funds)

Money and investments from time to time on deposit in, or forming a part of, the funds and accounts established under the Financing Agreement (herein referred to as the "Special Funds"), subject to the prior lien of the Financing Agreement with respect to the Special Funds and the provisions of the Financing Agreement permitting the application thereof for the purposes and on the terms and conditions set forth therein.

V.

(Leases and Rents)

(a) All written or oral leases or other agreements for the use or occupancy of all or any portion of the Collateral with respect to which the Borrower is the lessor and any and all extensions and renewals thereof, now or hereafter existing (collectively, the "Leases");

(b) Any and all guaranties of performance by lessees under the Leases;

(c) The immediate and continuing right to collect and receive all the rents, income, receipts, revenues, issues and profits now due or that may hereafter become due or to which the Borrower may now be or may hereafter (including during the period of redemption, if any) become entitled to demand or claim, arising or issuing from or out of the Leases or from or out of the Collateral, or any part thereof, including but not limited to minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, liquidated damages upon default, the premium payable by any Issuer upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Collateral, together with any and all rights and claims of any kind that the Borrower may have against any such Issuer under the Leases or against any sublessees or occupants of the Collateral, all such moneys, rights and claims described in this subparagraph (c) being hereinafter referred to as the "Rents"; provided, however, that so long as no Event of Default has occurred under this Mortgage, the Borrower shall have the right under a license granted hereby (but limited as provided in Section 8.07 of this Mortgage) to collect, receive and retain the Rents (but not prior to accrual thereof); and

(d) Any award, dividend or other payment made hereafter to the Borrower in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceeding in any state or federal court and any and all payments made by lessees in lieu of rent, the Borrower hereby appointing the Lender as the Borrower's irrevocable attorney-in-fact to appear in any action and collect any such award, dividend or other payment.

VI.

(Other)

Any and all other real or personal property of every kind and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred to the Lender as and for additional security hereunder by the Borrower or by anyone in the behalf of, or with the written consent of, the Borrower.

All of the property described in the foregoing Granting Clauses I through VI, both inclusive, is herein sometimes together referred to as the "Collateral."

TO HAVE AND TO HOLD the Collateral, together with all the rights, privileges and appurtenances thereunto belonging, unto the Lender, its successors and assigns, forever;

SUBJECT, however, to Permitted Encumbrances.

ARTICLE III

Representations and Warranties

To induce the Lender to enter into the Financing Agreement, the Borrower represents and warrants that:

(1) Valid Title and Related Warranties. The Borrower is lawfully seized of an indefeasible estate in fee simple in and to, and good title to, the Project Site; the Borrower has a good right to sell and mortgage the Collateral; the Collateral is subject to no liens, encumbrances or security interests other than Permitted Encumbrances; and the Borrower will forever warrant and defend the title to the Collateral unto the Lender against the claims of all persons whomsoever, except those claiming under Permitted Encumbrances. It is expressly understood and agreed that, with respect to the Special Funds, the lien created by this Mortgage is junior and subordinate to the lien created by the Financing Agreement.

(2) Maintenance of Lien Priority. The Borrower shall take all steps necessary to preserve and protect the validity and priority of the liens on and security interests in the Collateral created hereby. The Borrower shall execute, acknowledge and deliver such additional instruments as the Lender may deem necessary in order to preserve, protect, continue, extend or maintain the lien and security interest created hereby as a lien on and security interest in the Collateral subject only to Permitted Encumbrances, except as otherwise permitted under the terms of this Mortgage. All costs and expenses incurred in connection with the protection, preservation, continuation, extension or maintaining of the liens and security interests hereby created shall be paid by the Borrower.

ARTICLE IV

Covenants of Borrower

SECTION 4.01

Payment of Taxes and Other Assessments

The Borrower will pay or cause to be paid all taxes, assessments and other governmental, municipal or other public dues, charges, fines or impositions imposed or levied upon the Collateral or on the interests created by this Mortgage or with respect to the filing of this Mortgage when and as the same become due and payable, and any tax or excise on rents or other tax, however described, assessed or levied by any state, federal or local taxing authority as a substitute, in whole or in part, for taxes assessed or imposed on the Collateral or on the lien and other interests created by this Mortgage when and as the same become due and payable, and the Borrower will deliver receipts therefor to the Lender or, in the case of mortgage filing privilege taxes, pay to the Lender an amount equal to the taxes. The Borrower may, at its own expense, in good faith contest any such taxes, assessments and other governmental charges and, in the event of any such contest, may permit the taxes, assessments or other

governmental charges so contested to remain unpaid during the period of such contest and any appeal therefrom, provided that during such period enforcement of such contested items shall be effectively stayed. If any tax or assessment is levied, assessed or imposed by any governmental authority on the Lender as a legal holder of any of the Obligations or any interest in this Mortgage (other than federal and state income taxes), then unless all such taxes and assessments are paid by the Borrower promptly after they become due and payable but in any event before they become delinquent (and in the opinion of counsel for the Lender, such payment by the Borrower is lawful and does not place the Lender in violation of any law), the Lender may, at its option, declare the existence of an Event of Default under this Mortgage.

SECTION 4.02 Insurance

(a) The Borrower shall keep or cause to be kept the Collateral insured against loss or damage by fire, windstorm, extended coverage perils, vandalism, malicious mischief and such other hazards, casualties or other contingencies as from time to time may be required by the Lender (including but not limited to builder's risk during the period of construction or repair of the Project), in such amounts, in such manner and in such companies as the Lender may reasonably approve. All such policies shall name the Lender as a named insured and provide that any losses payable thereunder with respect to the Collateral shall (pursuant to loss payable clauses, in form and content acceptable to the Lender, to be attached to each policy) be payable to the Lender, as a mortgagee, and provide that the insurance provided thereby, as to the interest of the Lender, shall not be invalidated by any act or neglect of the Borrower, nor by the commencing of any proceedings by or against the Borrower in bankruptcy, insolvency, receivership or any other proceedings for the relief of a debtor, nor by any foreclosure, repossession or other proceedings relating to the property insured, nor by any occupation of such property or the use of such property for purposes more hazardous than permitted in the policy. The Borrower shall furnish to the Lender insurance certificates, in form and substance satisfactory to the Lender, evidencing compliance by the Borrower with the terms of this Section. The Borrower will cause each insurer under each of the policies to agree (either by endorsement upon such policy or by letter addressed to the Lender) to give the Lender at least 10 days' prior written notice of the cancellation of such policies in whole or in part or the lapse of any coverage thereunder. The Borrower agrees that it will not take any action or fail to take any action which action or inaction would result in the invalidation of any insurance policy required hereunder. The Borrower shall furnish to the Lender evidence of the payment of such premiums as and when paid.

(b) If the Project or any part thereof is damaged or destroyed by fire or other casualty, the Borrower shall, as promptly as practicable, repair, rebuild, restore or replace the property damaged or destroyed (herein referred to as the "Restoration Work"). If the amount of loss proceeds of insurance on the Project available to pay the costs of such Restoration Work is not sufficient for such purpose, the Borrower shall complete the Restoration Work at its own expense.

(c) If the loss proceeds from insurance payable with respect to any casualty are equal to or less than 15% of the original proceeds of the Obligation, such loss proceeds shall be payable to the Borrower and shall be applied by the Borrower either to pay the costs of the Restoration Work or to redeem Obligation.

(d) If the loss proceeds from insurance payable with respect to any casualty are greater than 15% of the original proceeds of the Obligation, such loss proceeds shall be paid to the Lender and, after first applying such loss proceeds to the payment of all costs and expenses (including attorneys' fees) reasonably incurred in obtaining such loss proceeds, shall, be applied as follows:

(1) If no Event of Default shall have occurred and be continuing, such proceeds shall be held by the Lender for the benefit of the Borrower and applied to such of the Restoration Work as is necessary to restore the Collateral to substantially the same condition, character and value thereof existing immediately prior to such casualty with such changes, modifications, and alterations as the Borrower may approve and as shall not impair the operating unity or productive capacity thereof, but only upon satisfaction of each of the following conditions:

(i) If the estimated costs of the Restoration Work (as reasonably estimated by an architect or engineer approved by the Lender in the exercise of reasonable discretion) shall exceed the insurance proceeds available, the Borrower shall either deposit with the Lender the amount of

such deficit or furnish a satisfactory bond of completion or other evidence satisfactory to the Lender of the Borrower's ability to meet such excess costs;

(ii) The Lender shall be furnished for its approval (not to be unreasonably withheld) (A) an estimate of the cost of Restoration Work, accompanied by the certification of the cognizant architect or engineer as to such costs and appropriate final plans and specifications for such restoration and (B) evidence that the Collateral to be so restored will, when completed, fully comply with all zoning, environmental, building laws, ordinances and regulations and other requirements of each Governmental Authority having jurisdiction;

(iii) Disbursement of the proceeds during the course of the Restoration Work shall be upon the certification of the cognizant architect or engineer as to the cost of materials furnished and work done and evidence that such work and materials are free and clear of liens; no payment made prior to the final completion of the work shall exceed ninety percent (90%) of the value of the work performed or materials furnished and incorporated into the structure from time to time; and at all times the undisbursed balance of said proceeds, together with all amounts deposited, bonded or otherwise funded pursuant to this Section 4.02(d), shall be sufficient to pay for the cost of completion of the Restoration Work, free and clear of liens; and

(iv) Final payment shall be made upon receipt by the Lender of a certification by the cognizant architect or engineer as to the completion substantially in accordance with the approved plans and specifications, the issuance of a permanent certificate of occupancy (or local equivalent), and receipt by the Lender of proof, to the reasonable satisfaction of the Lender, of final payment in full of all mechanics, materialmen or any other persons who have provided services in connection with the Restoration Work.

(2) If an Event of Default shall have occurred and be continuing, or if the foregoing conditions are not satisfied, then all insurance proceeds may be retained and applied by the Lender toward payment of all or part of the Obligations in such order as the Lender may determine. Any excess proceeds after completion of the Restoration Work shall be paid to or at the direction the Borrower.

(3) The architect or engineer referenced in this Section 4.02(d) may be independent or may (but is not required to) be employed by the Borrower or by any contractor for the Restoration Work, as determined by the Borrower and approved by the Lender in the exercise of reasonable discretion.

SECTION 4.03 Condemnation Awards

The entire proceeds of any Condemnation Award shall be paid to the Lender and, after first applying such award to the payment of all costs and expenses (including attorneys' fees) reasonably incurred in the collection thereof, shall be applied as provided in Section 4.02(c) or (d), as applicable, with respect to the amount of such proceeds. No such application shall cure or waive any default of the Borrower.

SECTION 4.04 Waste, Demolition, Alteration or Replacement; Removal of Personal Property and Fixtures

The Borrower will cause the Collateral and every part thereof to be maintained, preserved and kept in safe and good repair, working order and condition, will not commit or permit waste thereon, will not remove, demolish or materially alter the design or structural character of any building now or hereafter erected on the Project Site without the express prior written consent of the Lender, will comply with all laws and regulations of any Governmental Authority with reference to the Collateral and the manner and use of the same, and will from time to time make all necessary and proper repairs, renewals, additions and restorations thereto so that the value and efficient use thereof shall be preserved and maintained. The Borrower agrees not to remove any of the Personal Property and Fixtures included in the Collateral unless the same is immediately replaced with like property of at least equal value and utility.

SECTION 4.05

Compliance by Borrower with Terms of Other Financing Documents

The Borrower shall comply, fully and faithfully, with all of its respective obligations under the other Financing Documents. If the Borrower fails or refuses to do so, the Lender may, but shall not be required to, perform any and all of such obligations of the Borrower under the other Financing Documents, including but not limited to the payment of any or all sums due from the Borrower thereunder. Any sums so paid by the Lender shall constitute part of the Obligations and shall be secured hereby.

SECTION 4.06

Environmental Compliance and Indemnity

(a) The Borrower shall (1) not, and shall not permit any other person to, bring any Hazardous Substances onto the Project Site except any such Hazardous Substances that are used in the ordinary course of the contemplated businesses as to be conducted on the Project Site and that are handled, stored, used and disposed of in accordance with applicable Environmental Laws; (2) if any other Hazardous Substances are brought or found on the Project Site, immediately remove and properly dispose of the same in accordance with applicable Environmental Laws; (3) cause the Project Site and the operations conducted thereon (including all operations conducted thereon by other persons) to comply with all Environmental Laws; (4) permit the Lender from time to time to inspect the Project Site and observe the operations thereon; (5) undertake any and all preventive, investigatory and remedial action (including emergency response, removal, clean up, containment and other remedial action) that is (A) required by any applicable Environmental Law or (B) necessary to prevent or minimize any property damage (including damage to any of the Project Site), personal injury, or harm to the environment, or the threat of any such damage or injury, by releases of or exposure to Hazardous Substances in connection with the Project Site or the operations on the Project Site; (6) give notice to the Lender in writing if the Borrower should become aware of (A) any material spill, release or disposal of any Hazardous Substances, or imminent threat thereof, at the Project Site, in connection with the operations on the Project Site, or at any adjacent property that could migrate to, through or under the Project Site, (B) any material violation of Environmental Laws regarding the Project Site or operations on the Project Site, and (C) any material investigation, claim or threatened claim under any Environmental Law, or any notice of violation under any Environmental Law, involving the Borrower or the Project Site; and (7) deliver to the Lender, at the Lender's request, copies of any and all documents in the Borrower's possession or to which the Borrower has access relating the matters identified in Section 4.06(a)(6), including laboratory analyses, site assessments or studies, environmental audit reports and other environmental studies and reports.

(b) If the Lender at any time reasonably believes that the Borrower is not complying with all applicable Environmental Laws or the requirements hereof regarding the same, or that a material spill, release or disposal of Hazardous Substances has occurred on or under the Project Site, the Lender may require the Borrower to furnish to the Lender an environmental audit or site assessment reasonably satisfactory to the Lender with respect to the matters of concern to the Lender. Such audit or assessment shall be performed at the expense of the Borrower by a qualified consultant approved by the Lender, which approval Lender agrees not to unreasonably withhold.

(c) The Borrower hereby warrants that, to the best of the information, knowledge and belief thereof (1) there are no civil, criminal or administrative environmental proceedings involving the Project Site that are pending or to the Borrower's knowledge threatened; (2) the Borrower knows of no facts or circumstances that might give rise to such a proceeding in the future; (3) the Project Site is in compliance with all applicable federal, state and local statutory and regulatory environmental requirements; and (4) the Project Site is free from any and all Hazardous Substances.

(d) The Borrower shall defend, indemnify and save harmless the Lender from and against any and all liabilities, claims, causes of action, judgments, damages, fines, penalties, response costs, and other losses, costs and expense of any nature whatsoever, including reasonable attorneys' fees and costs of investigation and litigation, asserted against or suffered by the Lender that are related to or arise out of or result from any violation of, or non-compliance of the Project Site with, Environmental Laws, or the presence of Hazardous Substances on or under or included in the Project Site during the time the Borrower has any interest in the Project Site or is otherwise in possession of the Project Site and any investigation, clean up or removal of, or other remedial action or response costs with respect to, any Hazardous Substances located on or under or included in the Project Site, or any part thereof, during the time the Borrower has any interest in the Project Site or is otherwise in possession of the Project Site that may be required by any Environmental Law or Governmental Authority (specifically including without

limitation any and all liabilities, damages, fines, penalties, response costs, investigatory or other costs pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 et seq.) and including without limitation claims alleging non-compliance with Environmental Laws which seek relief under or are based on state or common law theories such as trespass or nuisance.

(e) The provisions of this Section 4.06 shall survive the payment of the Obligations in full and the termination, satisfaction, release (in whole or in part) and the foreclosure of this Mortgage and shall remain in full force and effect with respect to claims and losses asserted against or suffered by the Lender until commencement of an action with respect to any event or occurrence shall be prohibited by law.

ARTICLE V

Transfer of, or Liens on, Collateral

The Borrower covenants and agrees that, except as provided in the Financing Agreement, it will not, without the express prior written consent of the Lender, sell, transfer, convey or otherwise dispose of, or create, or permit or suffer to exist, any lien, security interest or other encumbrance (other than Permitted Encumbrances) on, all or any part of the Collateral (including but not limited to any Leases and Rents) or any interests therein, it being expressly understood and agreed that a violation of the provisions of this Article V shall constitute an Event of Default under this Mortgage. Any sale, transfer, conveyance, other disposition or act of creating, permitting or suffering to exist any lien, security interest or other encumbrance in violation of this Article V shall be null, void and of no effect.

ARTICLE VI

Defeasance

If (i) the Borrower shall pay in full and discharge all the Obligations; and (ii) the Borrower shall then have kept and performed each and every obligation, covenant, duty, condition and agreement in this Mortgage and the Financing Agreement imposed on or agreed to by it; then this Mortgage and the grants and conveyances contained herein shall become null and void, and the Collateral shall revert to the Borrower, and the entire estate, right, title and interest of the Lender shall thereupon cease; and the Lender shall, upon the request of the Borrower and at the Borrower's cost and expense, deliver to the Borrower proper instruments acknowledging satisfaction of this instrument and terminating all financing statements filed in connection herewith; otherwise, this Mortgage shall remain in full force and effect.

ARTICLE VII

Events of Default

Any one or more of the following shall constitute an event of default (an "Event of Default") under this Mortgage (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any Governmental Authority):

(1) default in the performance, or breach, of any material covenant, condition or agreement on the part of the Borrower contained in Sections 4.01, 4.02, 4.03 or Article V hereof; or

(2) default in the performance, or breach, of any material covenant or warranty of the Borrower in this Mortgage (other than a covenant or warranty, a default in the performance or breach of which is elsewhere in this Section specifically described), and the continuance of such default or breach for a period of 30 days after there has been given, by registered or certified mail, to the Borrower by the Lender a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a "notice of default" hereunder, provided that if such default is of a kind which cannot reasonably be cured within such thirty-day period, the Borrower shall have a reasonable period of time

within which to cure such default, provided that it begins to cure the default promptly after its receipt of such written notice and proceeds in good faith, and with due diligence, to cure such default; or

(3) the loss, theft, damage or destruction of any uninsured material portion of the Collateral, or the sale, transfer, pledge or encumbrance, of, or the making of any levy, seizure or attachment on, any material portion of the Collateral; or

(4) the filing or recording of any federal or other tax lien against any Obligor or against any of the Collateral after period of contest in good faith as provided herein; or

(5) the interest of the Lender in the Collateral shall become endangered by reason of the enforcement of any prior lien or encumbrance thereon (other than Permitted Encumbrances or the lien of the Financing Agreement with respect to the Special Funds); or

(6) the lien or security interest created by this Mortgage is invalid or unenforceable as to any part of the Obligations or is invalid or unenforceable as to any part of the Collateral; or

(7) the occurrence of an event of default under the Financing Agreement or under any other Financing Document and the expiration of the applicable grace period, if any, specified therein.

ARTICLE VIII

Rights of Lender Upon Default

SECTION 8.01 Acceleration of Indebtedness

If an Event of Default exists, the Lender, at its sole option, may by notice to the Borrower, effective upon dispatch, declare all of the Obligations (in the aggregate amount, to the extent, in the manner and with the effect all as provided in Section 11.02 of the Financing Agreement) to be forthwith due and payable, whereupon all the Obligations shall become and be forthwith due and payable in the amount in which the Obligations shall have become so due and payable under said Section 11.02 of the Financing Agreement, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the Borrower, and the Lender may immediately enforce payment of all such amounts and exercise any or all of its rights and remedies under this Mortgage and the Financing Documents and available at law or equity.

SECTION 8.02 Operation of Collateral by Lender

In addition to all other rights herein and in the Financing Agreement conferred on the Lender, if an Event of Default exists, the Lender (or any person, firm or corporation designated by the Lender) may, but shall not be obligated to, enter upon and take possession of any or all of the Collateral, exclude the Borrower therefrom, and hold, use, administer, manage and operate the same to the extent that the Borrower could do so, without any liability to the Borrower resulting therefrom; and the Lender may collect, receive and receipt for all proceeds accruing from such operation and management, make repairs and purchase needed additional property, and exercise every power, right and privilege of the Borrower with respect to the Collateral.

SECTION 8.03 Judicial Proceedings; Right to Receiver

If an Event of Default exists, the Lender, in lieu of or in addition to exercising the power of sale hereinafter given, may proceed by suit for a foreclosure of its lien on and security interest in the Collateral, to sue the Borrower for damages on account of or arising out of said default or breach, or to sue the Borrower for specific performance of any provision contained herein, or to enforce any other appropriate legal or equitable right or remedy, whether under any of the other Financing Documents or otherwise. The Lender shall be entitled, as a matter of right, upon bill filed or other proper legal proceedings being commenced for the foreclosure of this Mortgage, to the appointment by any competent court or tribunal, without notice to the Borrower or any other party, of a receiver of

the rents, issues and profits of the Collateral, with power to lease and control the Collateral and with such other powers as may be deemed necessary.

SECTION 8.04 Foreclosure Sale

This Mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past due mortgages, and the Lender shall be authorized, at its option, whether or not possession of the Collateral is taken, after giving 21 days' notice by publication once a week for three consecutive weeks of the time, place and terms of each such sale together with a description of the property to be sold by publication in some newspaper published in the County of Shelby, Alabama, to sell, or cause to be sold, all and singular the Collateral, and all the estate, right, title and interest therein, in front of the courthouse door of the Shelby County Courthouse, at public outcry, between the hours of 11:00 A.M. and 4:00 P.M., local time, to the highest bidder for cash, or otherwise foreclose this Mortgage as provided by applicable law. The Lender, its successors and assigns, may bid at any sale or sales had under the terms of this Mortgage and may purchase the Collateral, or any part thereof, if the highest bidder therefor. The purchaser at any such sale or sales shall be under no obligation to see to the proper application of the purchase money. At any foreclosure sale any part or all of the Collateral, real, personal or mixed, may be offered for sale in parcels or en masse for one total price, the proceeds of any such sale en masse to be accounted for in one account without distinction between the items included therein or without assigning to them any proportion of such proceeds, the Borrower hereby waiving the application of any doctrine of marshalling or like proceeding. If the Lender, in the exercise of the power of sale herein given, elects to sell the Collateral in parts or parcels, sales thereof may be held from time to time, and the power of sale granted herein shall not be fully exercised until all of the Collateral not previously sold shall have been sold or all the Obligations shall have been paid in full. The Borrower hereby waives any equitable rights otherwise available to it with respect to marshalling of assets hereunder, or to require the Lender to exhaust its remedies against any Person.

SECTION 8.05 Personal Property and Fixtures

(a) The Lender shall have and may exercise with respect to any or all of the Personal Property and Fixtures all rights, remedies and powers of a mortgagee under Alabama law or a secured party under the Alabama Uniform Commercial Code with reference to the Personal Property and Fixtures or any other items in which a security interest has been granted herein, including without limitation the right and power to sell at public or private sale or sales or otherwise dispose of, lease or utilize the Personal Property and Fixtures and any part or parts thereof in any manner, to the fullest extent authorized or permitted under the Alabama Uniform Commercial Code after default hereunder, without regard to preservation of the Personal Property and Fixtures or their value and without the necessity of a court order. The Lender shall have, among other rights, the right to take possession of the Personal Property and Fixtures and to enter upon any premises where the same may be situated for the purpose of repossessing the same without being guilty of trespass and without liability for damages occasioned thereby and to take any action deemed appropriate or desirable by the Lender, at its option and in its sole discretion, to repair, restore or otherwise prepare the Personal Property and Fixtures for sale or lease or other use or disposition. To the extent permitted by law, the Borrower each expressly waives any notice of sale or any other disposition of the Personal Property and Fixtures and any rights or remedies of the Lender with respect to, and the formalities prescribed by law relative to, the sale or disposition of the Personal Property and Fixtures or to the exercise of any other right or remedy of the Lender existing after default. To the extent that such notice is required and cannot be waived, the Borrower each agrees that if such notice is given to the Borrower in accordance with the provisions of Section 9.08 below, at least ten days before the time of the sale or other disposition, such notice shall be deemed reasonable and shall fully satisfy any requirement for giving said notice.

(b) The Borrower agrees that the Lender may sell or dispose of the Personal Property and Fixtures in accordance with the rights and remedies granted under this Mortgage with respect to the real property covered hereby. The Borrower hereby grant to the Lender the right, at its option after default, to transfer at any time to itself or its nominee the Personal Property and Fixtures or any part thereof and to receive the monies, income, proceeds and benefits attributable to the same and to hold the same as additional Collateral or to apply it on the Obligations in such order and manner as the Lender may elect. The Borrower covenants and agrees that all recitals in any instrument transferring, assigning, leasing or making other disposition of the Personal Property and Fixtures or any part thereof shall be full proof of the matters stated therein, and no other proof shall be required to establish the legal

propriety of the sale or other action taken by the Lender and that all prerequisites of sale shall be presumed conclusively to have been performed or to have occurred.

SECTION 8.06 Conveyance After Sale

The Borrower hereby authorizes and empowers the Lender or the auctioneer at any foreclosure sale had hereunder, for and in the name of the Borrower, to execute and deliver to the purchaser or purchasers of any of the Collateral sold at foreclosure good and sufficient deeds of conveyance or bills of sale thereto.

SECTION 8.07 Rents and Leases

(a) If an Event of Default exists, the Lender, at its option, shall have the right, power and authority to exercise and enforce any or all of the following rights and remedies with respect to Rents and Leases):

(1) to terminate the license granted to the Borrower in Article II hereof to collect the Rents, and, without taking possession, in the Lender's own name to demand, collect, receive, sue for, attach and levy the Rents, to give proper receipts, releases and acquittances therefor, and after deducting all necessary and reasonable costs and expenses of collection, including reasonable attorney's fees, to apply the net proceeds thereof to the Obligations in such order and amounts as the Lender may choose (or hold the same in a reserve as security for the Obligations);

(2) without regard to the adequacy of the security, with or without any action or proceeding, through any person or by agent, or by a receiver to be appointed by court, to enter upon, take possession of, manage and operate the Collateral or any part thereof for the account of the Borrower, make, modify, enforce, cancel or accept surrender of any of the Leases, remove and evict any sublessee, increase or reduce rents, decorate, clean and make repairs, and otherwise do any act or incur any cost or expenses the Lender shall deem proper to protect the security hereof, as fully and to the same extent as the Borrower could do if in possession, and in such event to apply any funds so collected to the operation and management of the Collateral (including payment of reasonable management, brokerage and attorney's fees) and payment of the Obligations in such order and amounts as the Lender may choose (or hold the same in reserve as security for the Obligations);

(3) to take whatever legal proceedings may appear necessary or desirable to enforce any obligation or covenant or agreement of the Borrower under this Mortgage.

(b) The collection of the Rents and application thereof (or holding thereof in reserve) as aforesaid or the entry upon and taking possession of the Collateral or both shall not cure or waive any default or waive, modify or affect any notice of default under this Mortgage, or invalidate any act done pursuant to such notice, and the enforcement of such right or remedy by the Lender, once exercised, shall continue for so long as the Lender shall elect, notwithstanding that the collection and application aforesaid of the Rents may have cured the original default. If the Lender shall thereafter elect to discontinue the exercise of any such right or remedy, the same or any other right or remedy hereunder may be reasserted at any time and from time to time following any subsequent default.

SECTION 8.08 Application of Proceeds

All payments then held or thereafter received by the Lender as proceeds of the Collateral, as well as any and all amounts realized by the Lender in connection with the enforcement of any right or remedy under or with respect to this Mortgage, shall be applied by the Lender as follows:

(1) to the payment of all costs and expenses of any kind then or thereafter at any time reasonably incurred by the Lender in exercising its rights under this Mortgage and under the Financing Documents or otherwise reasonably incurred by the Lender in collecting or enforcing payment of the Obligations;

(2) to the payment of the Obligations and any other amount then or thereafter at any time owing by the Borrower to the Lender under the Financing Agreement or under this Mortgage or under the Guaranty, all in such priority as among principal, interest, costs, fees, expenses and other amounts as the Lender shall elect; and

(3) any balance remaining after payment in full of all amounts referred to in paragraphs (1) and (2) above shall be paid by the Lender to the Borrower or to whomever else may then be legally entitled thereto.

SECTION 8.09 Multiple Sales

The Lender shall have the option to proceed with foreclosure, either through the courts or by proceeding with foreclosure as provided for in this Mortgage, but without declaring all of the Obligations due. Any such sale may be made subject to the unmatured part of the Obligations, and such sale, if so made, shall not in any manner affect the unmatured part of the Obligations, but as to such unmatured part of the Obligations this Mortgage shall remain in full force and effect as though no sale had been made under the provisions of this Section. Several sales may be made under the provisions of this Section without exhausting the right of sale for any remaining part of the Obligations whether then matured or unmatured, the purpose hereof being to provide for a foreclosure and sale of the Collateral for any matured part of the Obligations without exhausting any power of foreclosure and the power to sell the Collateral for any other part of the Obligations, whether matured at the time or subsequently maturing.

SECTION 8.10 Waiver of Appraisement Laws

The Borrower waives, to the fullest extent permitted by law, the benefit of all laws now existing or hereafter enacted providing for (i) any appraisement before sale of any portion of the Collateral (commonly known as appraisement laws) or (ii) any extension of time for the enforcement of the collection of the Obligations or any creation or extension of a period of redemption from any sale made in collecting the Obligations (commonly known as stay laws and redemption laws).

ARTICLE IX

Provisions of General Application

SECTION 9.01 Provisions Regarding Remedies

(a) The exercise by the Lender of any option given under the terms of this Mortgage shall not be considered as a waiver of the right to exercise any other option given herein, and the filing of a suit to foreclose the lien and security interest granted by this Mortgage, either on any matured portion of the Obligations or for the whole of the Obligations, shall not be considered an election so as to preclude foreclosure under power of sale after a dismissal of the suit; nor shall the publication of notices for foreclosure preclude the prosecution of a later suit thereon.

(b) No failure or delay on the part of the Lender in exercising any right, power or remedy under this Mortgage shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder or thereunder.

(c) The remedies provided in this Mortgage and in the Financing Agreement are cumulative and not exclusive of any remedies provided by law.

(d) No amendment, modification, termination or waiver of any provisions of this Mortgage or the Financing Agreement, nor consent to any departure by the Borrower therefrom, shall be effective unless the same shall be in writing and signed by an executive officer of the Lender, and then such waiver of consent shall be effective only in the specific instance and for the specific purpose for which given.

(e) No notice to or demand on the Borrower in any case shall entitle the Borrower to any other or further notice or demand in similar or other circumstances.

SECTION 9.02 Landlord-Tenant Relationship

Any sale of the Collateral under this Mortgage shall, without further notice, create the relationship of landlord and tenant at sufferance between the purchaser and the Borrower.

SECTION 9.03 Enforceability

If any provision of this Mortgage is now, or at any time hereafter becomes, invalid or unenforceable, all other provisions hereof shall remain in full force and effect and shall be construed in favor of the Lender to effectuate the provisions hereof.

SECTION 9.04 Application of Payments

If the lien or the security interest created by this Mortgage is invalid or unenforceable as to any part of the Obligations or is invalid or unenforceable as to any part of the Collateral, the unsecured or partially secured portion of the Obligations shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the Obligations, and all payments made on the Obligations, whether voluntary or under foreclosure or other enforcement action or procedures, shall be considered to have been first paid on and applied to the full payment of that portion of the Obligations that is not secured or not fully secured by the lien or security interest created hereby.

SECTION 9.05 Advances by Lender

If the Borrower shall fail to comply with the provisions hereof with respect to the securing of insurance, the payment of taxes, assessments and other charges, the keeping of the Collateral in repair, or any other term or covenant herein contained, the Lender may (but shall not be required to) make advances to effect performance of the same, and where necessary enter or take possession of the Collateral for the purpose of performing any such term or covenant. The Borrower agrees to repay all sums advanced upon demand, with interest from the date such advances are made, at the Prime Rate (as defined in the Obligation) to the fullest extent permitted by applicable law, and all sums so advanced, with interest, shall be secured hereby.

SECTION 9.06 Release or Extension by Lender

The Lender, without notice, may release any part of the Collateral or any Person liable for the Obligations without in any way affecting the rights of the Lender hereunder as to any part of the Collateral not expressly released and may agree with any party with an interest in the Collateral to extend the time for payment of all or any part of the Obligations or to waive the prompt and full performance of any term, condition or covenant of this Mortgage or the Financing Agreement.

SECTION 9.07 Partial Payments

Acceptance by the Lender of any payment of less than the amount due on the Obligations shall be deemed acceptance on account only, and the failure of the Borrower to pay the entire amount then due shall be and continue to constitute an Event of Default, and at any time thereafter and until the entire amount due on the Obligations has been paid, the Lender shall be entitled to exercise all rights conferred on it by the terms of this Mortgage in case of the existence of an Event of Default.

SECTION 9.08 Addresses for Notices

(a) Any request, demand, authorization, direction, notice, consent, or other document provided or permitted by this Mortgage to be made upon, given or furnished to, or filed with, the Borrower or the Lender shall be sufficient for every purpose hereunder if in writing and (except as otherwise provided in this Mortgage) either

(i) delivered personally to the party or, if such party is not an individual, to an officer, or other legal representative of the party to whom the same is directed, or (ii) mailed by certified mail, postage prepaid and addressed as set forth on the cover hereof.

(b) The Borrower and the Lender may specify a different address for the receipt of such documents by mail by giving notice of the change in address to the other parties identified in this subsection.

(c) Any such notice or other document shall be deemed to be received (i) as of the date delivered, if delivered personally in accordance with subsection (a) of this Section, or (ii) as of three days after the date deposited in the mail, if mailed in accordance with subsection (a) of this Section, or (iii) upon confirmation of receipt if sent by telecopy in accordance with subsection (a) of this Section.

SECTION 9.09 Construction of Mortgage

This Mortgage may be construed as a mortgage, chattel mortgage, conveyance, assignment, security agreement, pledge, financing statement, hypothecation or contract, or any one or more of them, in order fully to effectuate the lien hereof and security interest created hereby and the purposes and agreements herein set forth.

SECTION 9.10 Effect of Headings and Table of Contents

The article and section headings herein and in the Table of Contents are for convenience only and shall not affect the construction hereof.

SECTION 9.11 Date of Mortgage

The date of this Mortgage is intended as and for a date for the convenient identification of this Mortgage and is not intended to indicate that this Mortgage was executed and delivered on said date.

SECTION 9.12 Governing Law


This Mortgage shall be construed in accordance with and governed by the laws of the State of Alabama.

SECTION 9.13 Counterparts

This Mortgage may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

SECTION 9.14 No Obligations with Respect to Leases

The Lender shall not by virtue of this Mortgage or otherwise assume any duties, responsibilities, liabilities or obligations with respect to the Leases, or any of the other Collateral (unless expressly assumed by the Lender under a separate agreement in writing), and this Mortgage shall not be deemed to confer on the Lender any duties or obligations that would make the Lender directly or derivatively liable for any person's negligent, reckless or willful conduct. The Borrower agrees to defend, indemnify and save harmless the Lender from and against any and all claims, causes of action and judgments relating to the Borrower's performance of its duties, responsibilities and obligations under Leases and with respect to any of the other Collateral.

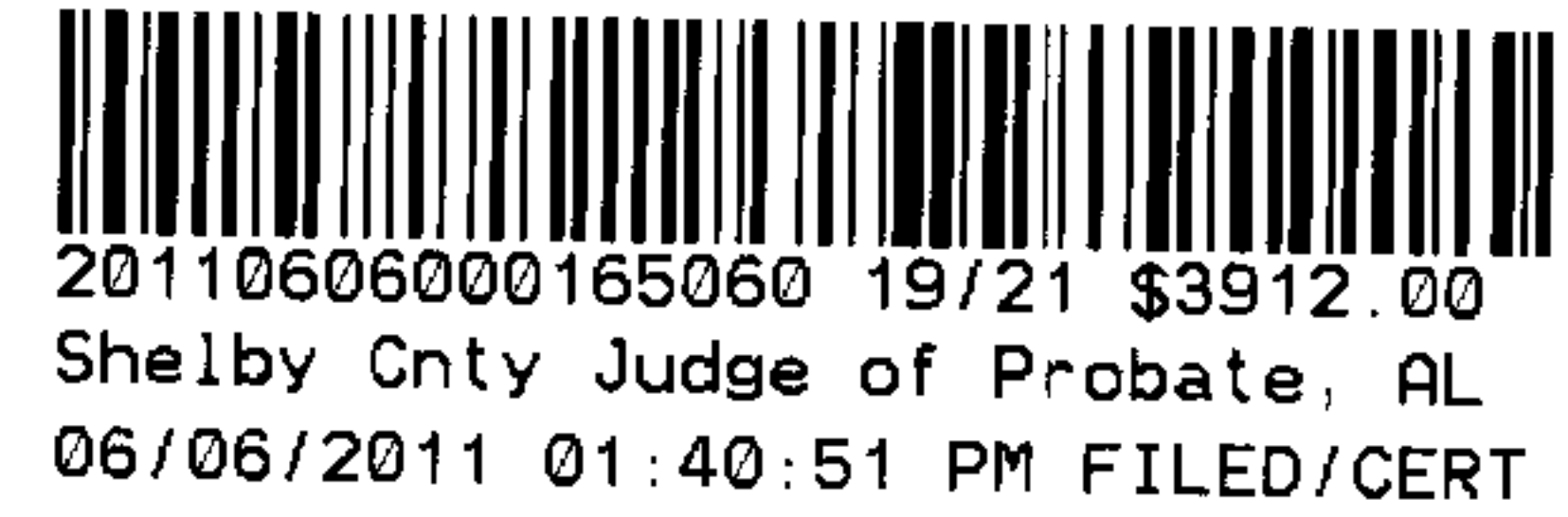

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Shelby Cnty Judge of Probate, AL
06/06/2011 01:40:51 PM FILED/CERT

IN WITNESS WHEREOF, the Borrower has caused this instrument to be executed in its name, under seal,
and the same attested, by officers thereof duly authorized thereunto.

HILLTOP MONTESSORI SCHOOL, INC.

By *Eini J. Fox*
Its *President*

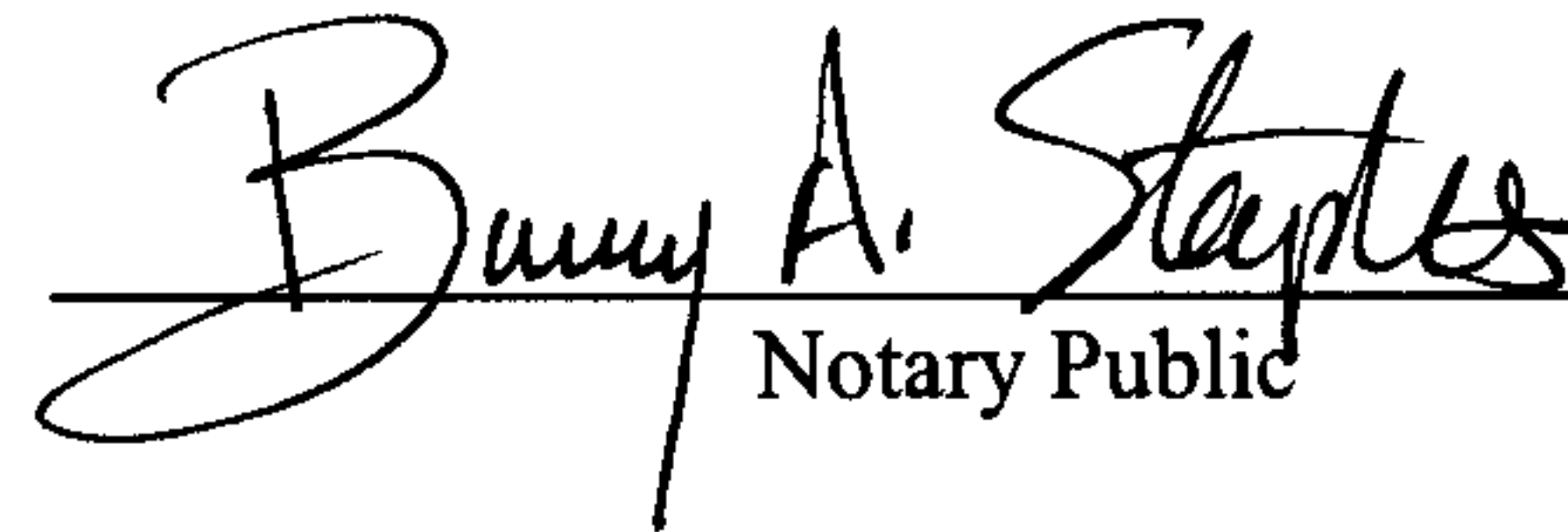
SEAL



STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Eric J. Fox, whose name as President of the Board of Directors of Hilltop Montessori School, Inc., an Alabama nonprofit corporation, is signed to the foregoing Mortgage, Assignment of Leases and Security Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument(s), he, as such officer and with full authority executed the same voluntarily for and as the act of such corporation.

Given under my hand and seal this the 12th day of May, 2011.



Notary Public

NOTARIAL SEAL

My commission expires: July 17, 2014


EXHIBIT A

Project Site


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Shelby Cnty Judge of Probate, AL
06/06/2011 01:40:51 PM FILED/CERT

LOT 1-03, BLOCK 1, ACCORDING TO THE FINAL PLAT OF THE PRIVATE SUBDIVISION OF MT LAUREL – PHASE I, BLOCK 1 – SECTOR 1, AS RECORDED IN MAP BOOK 37, PAGE 110 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

EXHIBIT B


20110606000165060 21/21 \$3912.00
Shelby Cnty Judge of Probate, AL
06/06/2011 01:40:51 PM FILED/CERT

Description of Personal Property and Fixtures

All building materials, equipment, fixtures, tools, apparatus and fittings of every kind or character now owned or hereafter acquired by Hilltop Montessori School, Inc. for the purpose of, or used or useful in connection with, the Project, wherever the same may be located, including, without limitation, all lumber and lumber products, bricks, stones, building blocks, sand, cement, roofing materials, paint, doors, windows, hardware, nails, wires, wiring, engines, boilers, furnaces, tanks, motors, generators, switchboards, telephones, telecopy, and other communication equipment and facilities, computers, printers, copy machines, fire detection, suppression and extinguishment facilities, elevators, escalators, plumbing, plumbing fixtures, air-conditioning and heating equipment and appliances, electrical and gas equipment and appliances, stoves, refrigerators, dishwashers, hot water heaters, garbage disposers, trash compactors, other appliances, carpets, rugs, window treatments, lighting, fixtures, pipes, piping, decorative fixtures, and all other building materials, equipment and fixtures of every kind and character used or useful in connection with the Project, including the personal property (if any) described on the attached pages.