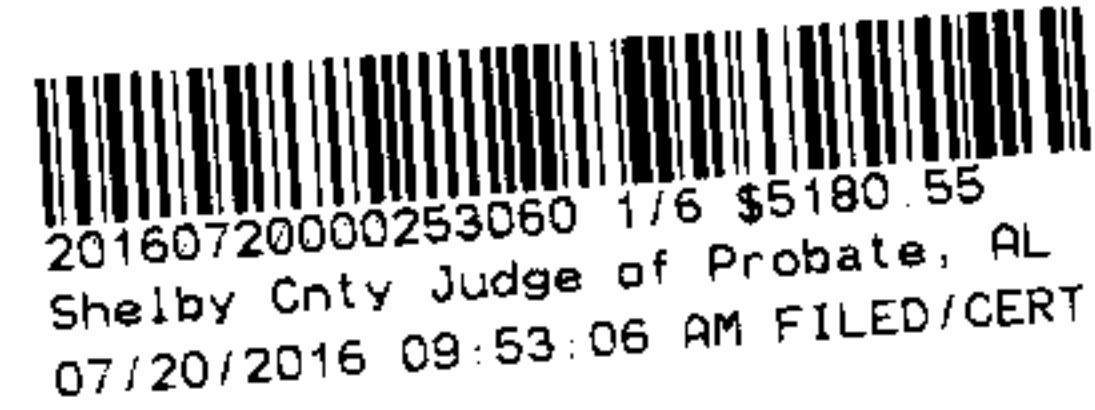


**NOTE TO PROBATE COURT:**

The recording tax should be computed  
on the increase of \$3,433,675.62

*This instrument was prepared by  
and when recorded return to:*  
Claude McCain Moncus, Esq.  
CORLEY MONCUS, P.C.  
728 Shades Creek Parkway  
Suite 100  
Birmingham, Alabama 35209  
205.879.5959



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

**THIS AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT and AMENDMENT TO ASSIGNMENT OF RENTS AND LEASES** (this "Agreement"), is made and entered into as of the 15<sup>th</sup> day of July, 2016, by and between **MAYER PROPERTIES II, LLP**, an Alabama limited liability partnership (the "Borrower"), and **SERVISFIRST BANK**, an Alabama banking corporation (the "Lender").

**RECITALS:**

A. Borrower is indebted to Lender for that certain loan in the original principal sum of \$2,405,230.39, (the "Loan") as evidenced by that certain Promissory Note in the original principal sum of \$2,405,230.39 dated February 12, 2016 (the "Note"), as well as that certain Loan Agreement dated February 12, 2016 (the "Loan Agreement").

B. As security for the Note, Borrower has executed and delivered: (i) a Mortgage and Security Agreement, dated February 12, 2016 and recorded on February 16, 2016 in Mortgage Book 2362, Page 516, in the Office of the Judge of Probate of Houston County, Alabama (the "Mortgage"); (ii) an Assignment of Rents and Leases dated February 12, 2016 and recorded February 16, 2016 in Book 326, Page 534 in the Office of the Judge of Probate of Houston County, Alabama (the "Assignment of Rents"); and (iii) perfected by a UCC Financing Statement filed on February 16, 2016 (the "UCC Financing Statement") in Instrument Number 191756 in the Office of the Judge of Probate of Houston County, Alabama

C. The Mortgage, Assignment of Rents, and UCC Financing Statement are hereinafter referred to as the "Security Documents"

D. As further security for the Note, Mayer Properties, LLP, an Alabama limited liability partnership has executed and delivered (i) a Mortgage and Security Agreement dated February 12, 2016 and recorded February 16, 2016 in Book 23887, Page 663 in the Official Records of Hillsborough County, Florida; (ii) an Assignment of Rents and Leases dated February, 2016 and recorded February 16, 2016 in Book 23887, Page 683 in the Official Records of Hillsborough County, Florida (iii) perfected by a UCC-Financing

Statement filed on February 16, 2016 in Book 23887, Page 692 in the Official Records of Hillsborough County, Florida; (iv) a Deed to Secure Debt and Security Agreement dated February 12, 2016 and recorded February 16, 2016 in Instrument Number 301066 in the Office of the Clerk of the Superior Court of Gwinnett County, Georgia; (v) an Assignment of Rents and Leases dated February 12, 2016 and recorded February 16, 2016 in Instrument Number 301067 in the Office of the Clerk of the Superior Court of Gwinnett County, Georgia; (vi) perfected by a UCC-Financing Statement filed February 16, 2016 in the Office of the Clerk of the Superior Court of Gwinnett County, Georgia.

E. Borrower has requested an increase in the principal amount of \$3,433,675.23 (the "Additional Loan"). Borrower has executed and delivered to Lender simultaneously herewith a Loan Modification Agreement and Amendment to Loan Documents (the "Loan Modification Agreement") increasing the obligations of the Borrower by the amount of the Additional Loan. Lender has agreed to execute the Loan Modification Agreement provided Borrower grants to the Lender a mortgage and security interest in the property described in Exhibit "A" attached hereto and made a part hereof (the "Additional Property"), and further provided Borrower executes and delivers this Agreement

### AGREEMENT

**NOW, THEREFORE**, in consideration of the foregoing Recitals, and other good and valuable consideration, the parties hereto agree as follows:

1. The Recitals herein are true and correct. Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Security Documents.

2. The Security Documents are each amended to provide that the term "Loan" or "Indebtedness" shall include the Additional Loan, and all other terms referred to or which are defined with reference to the "Loan" or "Indebtedness" shall hereinafter be deemed to refer to the Loan or Indebtedness as increased by the Additional Loan. The Security Documents are amended by deleting the words "Two Million Four Hundred Five Thousand Two Hundred Thirty Dollars and 39/100 Dollars (\$2,405,230.39)" in each place that the same appears, and substituting in lieu thereof the words and figures "Five Million Eight Hundred Thirty Eight Thousand Nine Hundred Five and 62/100 Dollars (\$5,838,905.62)."


3. For and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, and as additional security for the Note, Borrower does hereby bargain, sell, grant, and convey to Lender, its successors and assigns, the following described property:

a.) All tracts, pieces, or parcels of land located in Shelby County, Alabama, more particularly described in Exhibit "A" (the "Additional Property");

b.) All of Borrower's right, title and interest in any and all easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber, and other emblements now or hereafter located on, under, or above the Additional Property or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, appurtenances, reversions, and remainders whatsoever in any way belonging, relating, or appertaining to the Additional Property or any part thereof, or

*Amendment to Mortgage and Security Agreement and  
Amendment to Assignment of Rents and Leases*

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which hereafter shall in any way belong, relate, or be appurtenant thereto, whether now owned or hereafter acquired by Borrower;

c.) All existing and future leases, subleases, subtenancies, licenses, occupancy agreements and concessions relating to the use and enjoyment of all or any part of the Additional Property and any and all guaranties and other agreements relating to or made in connection with any of such leases;

d.) All proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Additional Property or the other property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard, or casualty insurance policies and all condemnation awards or payments now or hereafter to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any damage or injury to the Additional Property or the other property described above or any part of them.

4. The Additional Property shall be subject to and governed by the terms and conditions of the Security Documents, including but not limited to all the powers and rights of the Lender as set forth in the Security Documents, as amended by this Agreement

5. Borrower represents and warrants to Lender that the representations and warranties of Borrower in the Security Documents are true and correct as of the date hereof, and to the best of Borrower's knowledge, no Event of Default, or event or condition, which with the giving of notice or lapse of time, or both, would constitute an Event of Default, under the Security Documents or other Loan Documents.

6. No right of Lender with respect to the Security Documents, or other Loan Documents, are or will be in any manner released, destroyed, diminished, or otherwise affected by this Agreement

7. All references in the Loan Documents to Security Documents shall be deemed to refer, from and after the date hereof, to the Security Documents, as amended hereby, and as the same may be herein amended.

8. Borrower hereby (a) ratifies and confirms the lien, conveyance and grant contained in and created by the Security Documents, and the terms and conditions of the Security Documents, as the same is amended and modified in this Agreement, and (b) agrees that nothing contained in this Agreement is intended to or shall impair the lien, conveyance and grant of the Security Documents as the same is amended and modified.

9. Except as amended and modified, the Security Documents are hereby confirmed.

*[Signature Pages to Follow]*



IN WITNESS WHEREOF, the parties have executed this Agreement, or have caused it to be executed, as of the date first above written.

**BORROWER:**

**MAYER PROPERTIES II, LLP**, an  
Alabama limited liability partnership  
By: Its General Partners

Six-C, LLC, an Alabama limited liability company

By: Nancy C. Goedecke [SEAL]  
Name: Nancy C. Goedecke  
Title: Manager

MP ExecFam LLC, an Alabama limited liability  
company

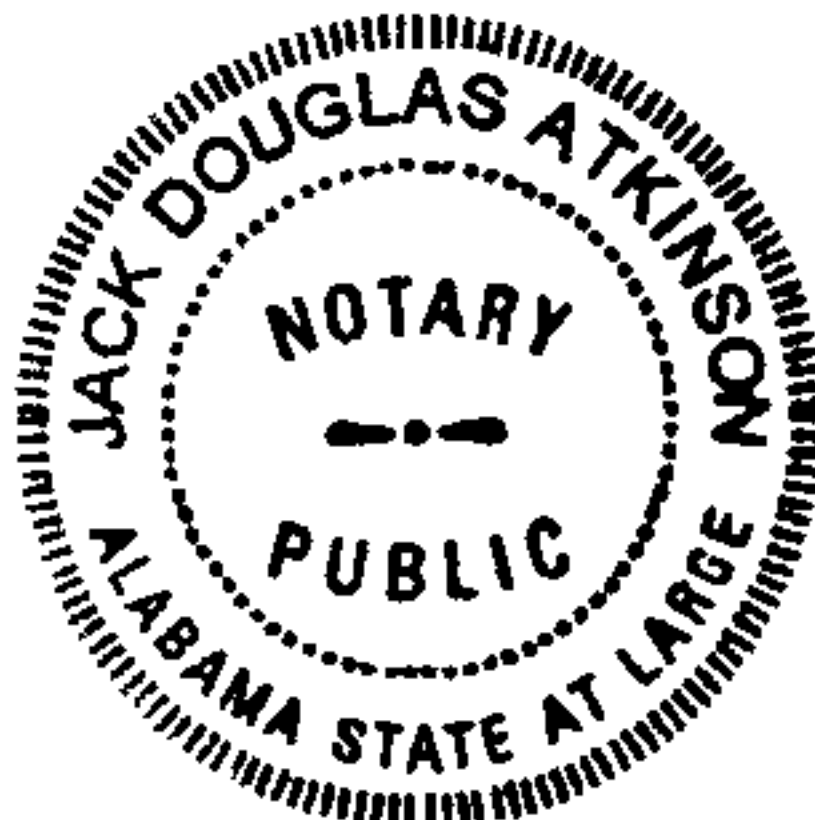
By: David L. Morgan [SEAL]  
Name: David L. Morgan  
Title: Manager

STATE OF ALABAMA       )  
                                      :  
COUNTY OF JEFFERSON    )

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Nancy C Goedecke, as a Manager of Six-C, LLC, an Alabama limited liability company, a General Partner of **MAYER PROPERTIES II, LLP**, an Alabama limited liability partnership, 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 of such General Partner, with full authority, executed the same for and as the act of said limited liability partnership.

Given under my hand and official seal this 14<sup>th</sup> day of July, 2016.

[NOTARIAL SEAL]



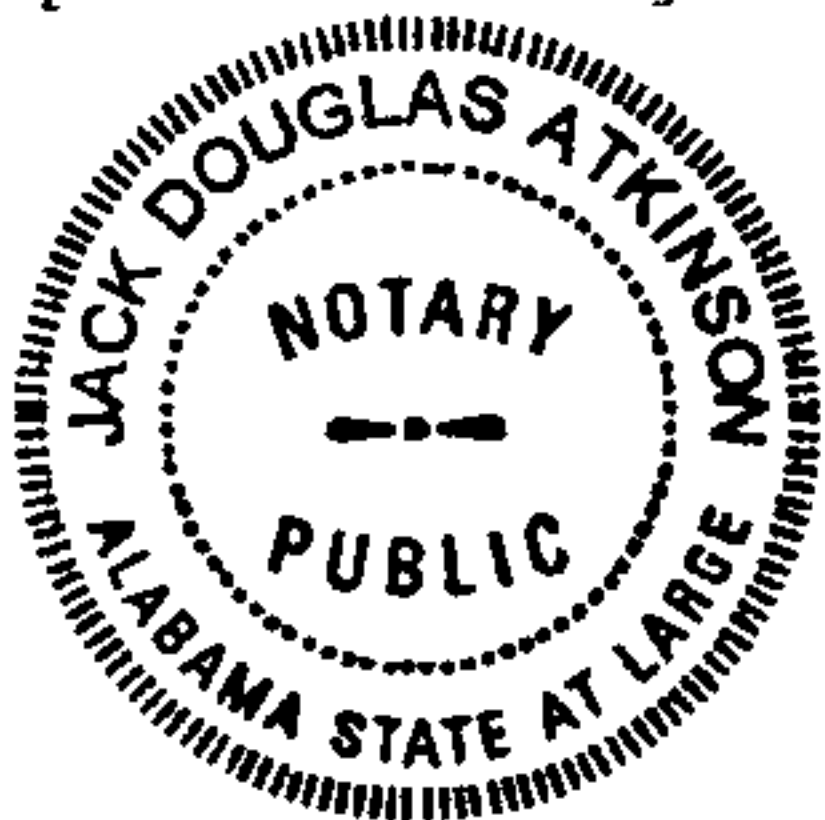
Jack D. Atkinson  
NOTARY PUBLIC  
My Commission Expires: 2-6-18

STATE OF ALABAMA       )  
                                     :  
COUNTY OF ALABAMA    )

I, the undersigned Notary Public in and for said County, in said State, hereby certify that David L. Morgan, as the Manager of MP ExecFam LLC, an Alabama limited liability company, a General Partner of **MAYER PROPERTIES II, LLP**, an Alabama limited liability partnership, 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 of such General Partner, with full authority, executed the same for and as the act of said limited liability partnership.

Given under my hand and official seal this 14<sup>th</sup> day of July, 2016.

[NOTARIAL SEAL]



Jack D Atkinson  
NOTARY PUBLIC  
My Commission Expires: 2-6-18

LENDER:

SERVISFIRST BANK, an Alabama banking corporation

By: [Signature] [SEAL]  
Name: Layne B. Held  
Title: First Vice President

STATE OF ALABAMA       )  
                                     :  
COUNTY OF JEFFERSON    )

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Layne B. Held, whose name as First Vice President of **SERVISFIRST BANK**, an Alabama banking 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 for and as the act of said bank.

Given under my hand and official seal this 14<sup>th</sup> day of July, 2016.

[NOTARIAL SEAL]

[Signature]  
NOTARY PUBLIC  
My Commission Expires: 6-24-18  
KENNETH W. FINLEY  
Notary Public, Alabama State At Large  
My Commission Expires June 24, 2018


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EXHIBIT A  
LEGAL DESCRIPTION OF ADDITIONAL PROPERTY

Lots 5 and 6 Block 1, Part of Lot-1, Block 3 and part of vacated Sonya Lane, according to the Eckmann Subdivision as recorded in Map Book 3, Page 144, in the Probate Office Shelby County, Alabama, being more particularly described as follows:

Begin at the most Southerly corner of Lot 5, Block 1 of the Eckmann Subdivision; thence run in a Northwesterly direction along the Southwesterly line of Block One of said Eckmann Subdivision and its extension Northwesterly for a distance of 434.72 feet; thence turn an angle to the right of 89 degrees 59 minutes 5 seconds and run in a Northeasterly direction for a distance 202.21 feet to a point on the Southwesterly right of way line of U.S. Highway No. 31 South; thence turn an angle to the right of 90 degrees 0 minutes 57 seconds and run in a Southeasterly direction along the Southwesterly right of way line of U.S. Highway No. 31 South for a distance of 419.46 feet to the Southeast corner of Lot 5, Block 1 Eckmann Subdivision; thence turn an angle to the right of 85 degrees 40 minutes 1 seconds and run in a Southwesterly direction along the Southeasterly line of said Lot 5 for a distance of 202.78 feet to the point of beginning.

Situated in Shelby County, Alabama.

  
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