

STATE OF ALABAMA

SHELBY COUNTY

SECOND AMENDATORY AND SUPPLEMENTAL MORTGAGE AND INDENTURE

This instrument is amendatory of and supplemental to the Mortgage and Indenture between The Industrial Development Board of the Town of Pelham and AmSouth Bank N.A. dated as of October 1, 1988 recorded in Volume 218 at Page 715 in the Office of the Judge of Probate of Shelby County, Alabama (the "Original Mortgage"), as amended and supplemented by an Amendatory and Supplemental Mortgage and Indenture dated as of August 1, 1990 (the "First Amendment"), recorded in Volume 317 at Page 37 in the Office of the Judge of Probate of Shelby County, Alabama (the Original Mortgage and the First Amendment being herein together called the "Indenture"), and is entered into for the purpose of changing the interest rate on the indebtedness under the Original Mortgage.

1. Definitions and Confirmation. All terms used herein with initial capitalization shall have the meanings ascribed to them in the Original Mortgage without regard to the amendment thereof made in the First Amendment.

2. Recitals. AmSouth Bank N.A. (the "Bank") in its commercial capacity has heretofore loaned money to or for the benefit of three partnerships whose general partners are the same as the partners of the Lessee. It was a condition to the making of said loans that the said individuals as partners in such partnerships or in related ventures would place all of their indebtedness privately with the Bank and on the basis of such condition, each of those partnerships received a more favorable interest rate than would otherwise have been available to them, and on the further condition that if all of such indebtedness was not kept with the Bank in its commercial capacity, a different interest rate might be imposed on those loans. On June 24, 1991 each of those three partnerships caused the indebtedness to the Bank for its benefit to be refunded under such circumstances that the said indebtedness was not thereafter placed with the Bank in its commercial capacity and as a consequence, the Bank and each of those partnerships have agreed that the interest rate would be increased on all of the indebtedness of those partnerships or any other partnerships of which the said individuals were general partners who had indebtedness to the Bank, effective as of June 24, 1991.

3. Amendment. It is hereby agreed that from and after June 24, 1991, the interest rate applicable to the Bond shall be the Prime Rate, as defined in the Bond, plus one-half of one percent per annum and a new bond shall be issued in exchange for the Bond reflecting such change in the applicable

WALSTON, STABLER, WELLS, ANDERSON & BAINS

505 20TH STREET NORTH, SUITE 500

O. BOX 830642

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interest rate and shall be delivered to the Bank in exchange for the Bond. The new Bond shall be dated as of June 24, 1991, and shall bear interest from its dated date, all to the end that there shall be no loss to the Bank, to the Borrower or to the Lessee in connection with any such exchange.

4. Consents. The Bank, as holder of the Bond, has evidenced its consent to this amendment by the execution of this instrument, the Lessee has indicated its consent to the amendment of the Original Indenture by the execution of the consent hereinafter set forth and each of the Guarantors of the Bond has indicated his consent to the amendment of the terms of the Bond herein contained by execution of the consent hereinafter set forth.

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IN WITNESS WHEREOF, the Borrower has caused this instrument to be signed in its name and on its behalf by the Chairman of its Board of Directors and its corporate seal to be hereunto affixed and attested by its Secretary, and to evidence its acquiescence in the provisions hereof and in the issuance of the new Bond authorized herein, the Bank has caused this instrument to be signed in its name and on its behalf by one of its officers, its official seal to be hereunto affixed and the same to be attested by one of its officers, both of whom are thereunto duly authorized, and the parties have caused this instrument to be dated as of July 1, 1991.

THE INDUSTRIAL DEVELOPMENT BOARD
OF THE TOWN OF PELHAM

(SEAL)

By *David J. Smith*
Its Chairman of the Board of
Directors

Attest: *Laura Wilson*

Its Secretary

AMSOUTH BANK N.A., as holder of
the Bond and as Mortgagee under
the Original Indenture

(SEAL)

By *Arthur J. Shabel, III*
Its Assistant Vice President

Attest: *Dean H. Dwyer*

Its

Real Estate Loan Officer

The undersigned hereby consent to the amendment to the Original Indenture and the Bond (both as defined herein) to increase the interest rate on the said Bond in the manner set forth in the foregoing instrument.

VALLEYDALE BUSINESS CENTER

By *Marc N. Eason*
Its Partner

By *David Bunkin*
Its Partner

By *Marvin R. Engel*
Its Partner

By *Charles H. Stephens*
Its Partner

David Bunkin
David Bunkin, as Guarantor of
the said Bond

Marvin R. Engel
Marvin R. Engel, as Guarantor of
the said Bond

Marc N. Eason
Marc N. Eason, as Guarantor of
the said Bond.

Charles H. Stephens
Charles H. Stephens, as
Guarantor of the said Bond

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STATE OF ALABAMA

Shelby COUNTY

I, ROBERT H. WALSTON, a Notary Public in and for said County in said State, do hereby certify that Daniel M. Spitler, whose name as Chairman of the Board of Directors of The Industrial Development Board of the Town of Pelham, a public 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 this the 12th day of September, 1991.

Robert H. Walston
Notary Public

NOTARIAL SEAL

My commission expires: 12-30-94

STATE OF ALABAMA

Jefferson COUNTY

I, Amy Alexander Floyd, a Notary Public in and for said County, in said State, hereby certify that Arthur J. Sharbel III, whose name as Asst. Vice President of AmSouth Bank N.A., a national banking association, 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 association.

Given under my hand this the 2nd day of October, 1991.

Amy Alexander Floyd
Notary Public

NOTARIAL SEAL

My commission expires 12-26-93

STATE OF ALABAMA SHELBY CO.
I CERTIFY THIS INSTRUMENT WAS FILED

91 OCT -9 AM 11:23

JUDGE OF PROBATE

| | |
|------------------|-------|
| 1. Dead Tax | |
| 2. Mtg. Tax | |
| 3. Recording Fee | 10.00 |
| 4. Indexing Fee | 1.00 |
| 5. No Tax Fee | 1.00 |
| 6. Certified Fee | 1.00 |
| Total | 13.00 |