

**THIS INSTRUMENT PREPARED BY:
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**FIRST AMENDMENT TO LOAN AGREEMENT,
MORTGAGE AND SECURITY AGREEMENT,
AND OTHER LOAN DOCUMENTS**

THIS FIRST AMENDMENT TO LOAN AGREEMENT, MORTGAGE AND SECURITY AGREEMENT, and OTHER LOAN DOCUMENTS (this "Amendment") is entered into as of August 14, 2001 by and between **Adtrav Corporation** (hereinafter sometimes referred to for convenience as the "Mortgagor" or the "Borrower") and **The Bank** (hereinafter sometimes referred to for convenience as the "Mortgagee" or the "Bank").

RECITALS:

A. The Borrower executed to the order of the Bank that certain Promissory Note in the principal amount of \$2,700,000.00 dated March 22, 2001 (the "Note").

B. As security for the Note, the Mortgagor executed in favor of the Mortgagee (i) that certain Future Advance Mortgage and Security Agreement (the "Mortgage") dated March 22, 2001 covering the property described therein which Mortgage is recorded in the Office of the Judge of Probate of Shelby County, Alabama in Instrument No. 2001-10903, (ii) that certain Assignment of Rents and Leases (the "Assignment") dated March 22, 2001 covering the property described therein, which Assignment is recorded in the Office of the Judge of Probate of Shelby

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County, Alabama in Instrument No. 2001-10905 and (iii) that certain UCC-1 Financing Statement (the "UCC-1") recorded in the Office of the Judge of Probate of Shelby County, Alabama in Instrument No. 2001-10904.

C. At the time of execution of the Note, the Mortgage, the Assignment and the UCC-1 the Borrower also executed a Loan Agreement (Construction and Term Financing) (the "Loan Agreement") and various other agreements, documents, instruments (for convenience the Note, the Mortgage, the Assignment, the UCC-1, the Loan Agreement, and the other agreements, documents and instruments executed in connection with the Loan are hereinafter referred to collectively as the "Loan Documents").

D. Section 32 of the Loan Agreement requires that the Mortgage and the other Loan Documents be amended to add additional property purchased by Borrower after the execution of the Mortgage, and the parties hereto desire to execute this Amendment to add the additional property.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the parties hereto hereby amend the Loan Documents as follows:

1. The foregoing recitals are hereby incorporated in to the operative provisions of this Amendment.

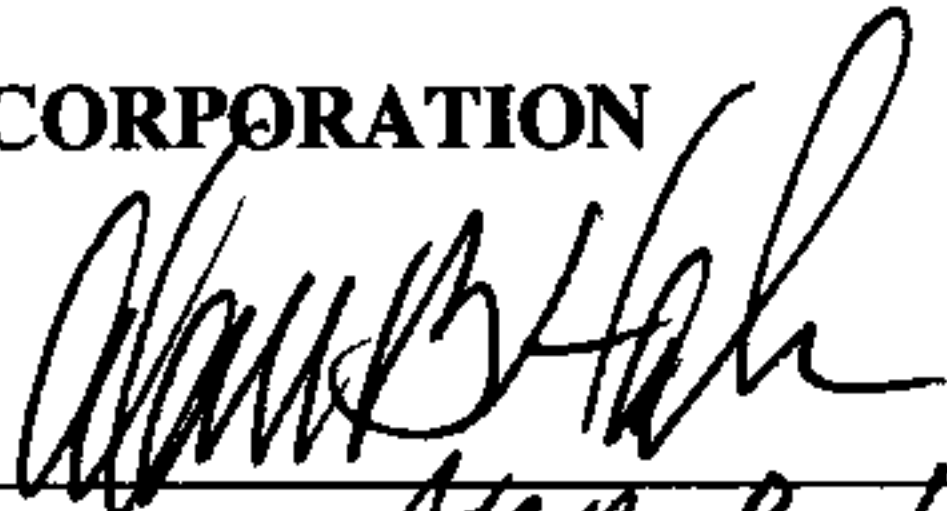
2. Exhibit A to the Mortgage, the Loan Agreement, the Assignment, the UCC-1, and all of the other Loan Documents is hereby amended to cover and include all of the property described in Exhibit A attached hereto. Without limiting the generality of the foregoing, it is understood and agreed that, from and after the execution of this Amendment, the term Mortgaged

Property as defined in the Mortgage shall cover and include all of the property described in Exhibit A attached hereto.

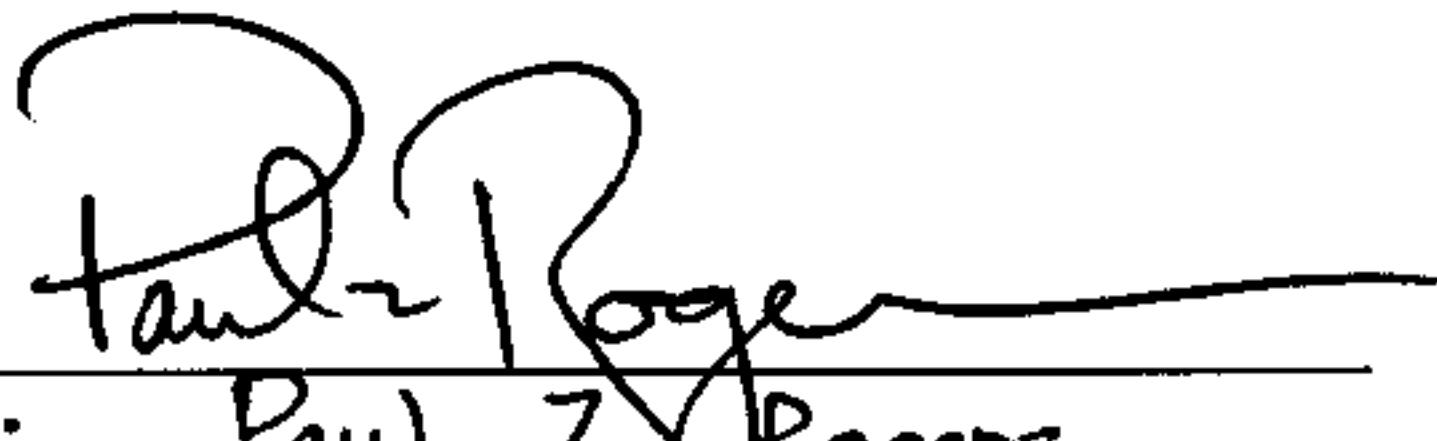
3. The Borrower hereby represents, warrants, covenants and agrees that its obligations under all of the Loan Documents are not diminished or in any way affected by the execution or performance of this Amendment or the transactions contemplated hereby, and Borrower hereby ratifies and confirms its obligations under the Loan Documents.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first written above.

ADTRAV CORPORATION

By: 
Printed Name: Alan B. Hale
Title: CEO

THE BANK

By: 
Printed Name: Paul Z. Rogers
Title: Vice President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Alan B. Hale whose name as the CEO of **ADTRAV 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 the 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 14th day of August, 2001.

Debbie B. Howa

Notary Public

My Commission Expires: April 19, 2003

NOTARIAL SEAL

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Paul Z. Rogers whose name as the Vice President of **THE BANK**, 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 the 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 15th day of August, 2001.

Linda K. Childers

Notary Public

My Commission Expires: **MY COMMISSION EXPIRES**
JANUARY 18, 2004.

NOTARIAL SEAL

RE-6128.1

EXHIBIT "A"

PARCEL I:

Lot 1, according to the Survey of ATA Services Addition to Southlake, as recorded in Map Book 26, Page 115, and a Resurvey thereof recorded in Map Book 28, Page 18, in the Office of the Judge of Probate of Shelby County, Alabama.

PARCEL II:

Together with an Easement for Sanitary Sewer over and across part of Lots 2 and 3, of the survey of ATA Services Addition to Southlake, as recorded in Map Book 26, Page 115, in the Probate Office of Shelby County, Alabama, said Easement being more particularly described as follows:

Begin at the Northeast corner of Lot 1, according to the Survey of ATA Services Addition to Southlake, as recorded in Map Book 26, Page 115, in the Probate Office of Shelby County, Alabama, said Point of Beginning being on the Westerly right of way line of Southlake Parkway; thence run Southerly along said right of way line and along a curve to the right, said curve having a radius of 474.00 feet and a chord bearing of South 24 degrees 45 minutes 12 seconds West for 15.42 feet; thence run North 73 degrees 56 minutes 39 seconds West for 13.08 feet; thence run North 16 degrees 03 minutes 21 seconds East for 115.19 feet; thence run North 03 degrees 07 minutes 27 seconds East for 125.67 feet; thence run North 11 degrees 17 minutes 50 seconds West for 218.22 feet; thence run North 14 degrees 17 minutes 41 seconds West for 124.34 feet; thence run South 89 degrees 58 minutes 24 seconds West for 157.59 feet; thence run North 00 degrees 00 minutes 00 seconds West for 49.20 feet; thence run North 90 degrees 00 minutes 00 seconds East for 20.00 feet; thence run South 00 degrees 00 minutes 00 seconds East for 29.19 feet; thence run North 89 degrees 58 minutes 24 seconds East for 148.61 feet to a point on the Easterly line of Lot 3 of said survey of ATA Services Addition of Southlake, said line being the Westerly right of way line of said Southlake Parkway; thence run Southerly along said right of way line and along a curve to the left, said curve having a radius of 528.01 feet and a chord bearing of South 12 degrees 08 minutes 21 seconds East for 43.60 feet to the point of a Tangent to said curve; thence run South 14 degrees 30 minutes 17 seconds East along said Tangent and along said right of way line of 235.00 feet to the point of beginning of a curve to the right, said curve having a radius of 474.00 feet; thence run along said curve and said right of way line a chord bearing of South 04 degrees 39 minutes 30 seconds West for 317.07 feet to the point of beginning.

Parcel III

Lots 2 and 3, according to a Resurvey of ATA Services Addition to Southlake, as recorded in Map Book 28 page 18 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Mineral and Mining rights excepted.

Less and Except:

Less and Except a 60.00 feet wide parallel tract of land along the North line of said Lot 3, which was sold and conveyed to Charter Communications, LLC, as recorded in Inst. #1999-49043 in the Probate Office of Shelby County, Alabama; said tract of land being described as Parcel II in Exhibit A of said instrument and as follows: Begin at the Southeast corner of Lot 1, Southlake Office Park as recorded in Map Book 13 page 97 in the Office of the Judge of Probate Shelby County, Alabama, thence run west along the South boundary of said Lot 1, for a distance of 280.00 feet thence run South 56 deg. 35 min. 34 sec. West along the Southeasterly line of said Lot 1, for a distance of 120.00 feet to a point on the Easterly right of way of interstate Highway No. 65 said right of way line being situated on a curve to the right having a central angle of 0 deg. 59 min. 02 sec. a radius of 4009.72 feet a chord of 68.85 feet and a chord bearing of South 4 deg. 01 min. 51 sec. East, thence run along the arc of said curve for a distance of 68.85 feet; thence run North 56 deg. 35 min. 54 sec. East for a distance of 135.76 feet; thence run East for a distance of 269.47 feet to a point on the West right of way line of Southlake Parkway, said right of way line being situated on a curve to the right, having a central angle of 6 deg. 33 min. 53 sec. a radius of 528.01 feet, a chord of 60.46 feet and a chord bearing of North 7 deg. 05 min. 50 sec. West, thence run along the arc of said curve for a distance of 60.50 feet to the point of beginning.

Parcel IV

A non exclusive easement for ingress and egress by pedestrian and vehicular traffic as set out in Easement Agreement dated 8-22-96 by and between Southlake Properties, an Alabama general partnership and Southlake Office Associates, Ltd. recorded in Inst. #1996-28980 in Probate Office.

All being situated Shelby County, Alabama.

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