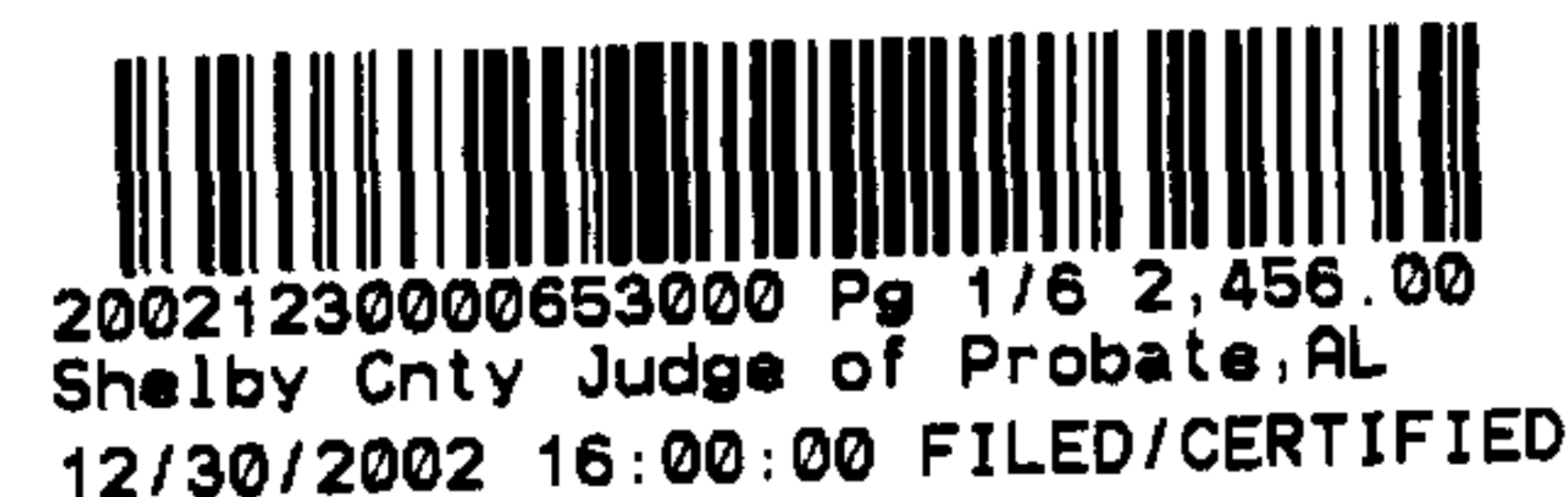


STATE OF ALABAMA )  
COUNTY OF SHELBY )



E. The Phase III Acquisition Loan will be evidenced by a Promissory Note of even date herewith in the amount of \$1,620,000.00 (the "Phase III Note") executed by Mortgagor in favor of Mortgagee.

F. Mortgagor and Mortgagee desire to amend the Mortgage so that the Phase III Property will be included as property subject to the Mortgage and, as a result, the Mortgage, as so amended, will provide Mortgagee with a first priority mortgage on the Phase III Property as collateral for the Existing Notes and the Phase III Note.

G. Mortgagor has requested Mortgagee to modify certain terms of the Mortgage and Mortgagee has agreed to such modifications on the terms set forth herein.

NOW, THEREFORE, for and in consideration of the recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Mortgagor and Mortgagee do hereby agree as follows:

1. The Phase III Property is hereby added to Schedule A to the Mortgage, and accordingly, the Real Estate, as defined in the Mortgage, shall hereafter include the Phase III Property. Except as otherwise provided herein, each and every representation, warranty, covenant and agreement contained in the Mortgage with respect to the Real Estate is hereby made, adopted and agreed upon as of the date hereof with respect to the Phase III Property.

2. The following permitted encumbrances are hereby added to Schedule B of the Mortgage, solely with respect to the Phase III Property.

- a. Taxes and assessments for the year 2003, and subsequent years, which are not yet due and payable. Tax information has been based on the present assessment roles, but is subject to any future adjustments that may be made by either the Tax Assessor or the Board of Equalization of Shelby County, Alabama.
- b. Release of Damages as recorded in Instrument 1997-23467 in the Probate Office of Shelby County, Alabama.
- c. Easement agreement recorded in Instrument 1997-20513 in the Probate Office of Shelby County, Alabama.
- d. Mineral and mining rights and rights incident thereto recorded in Instrument 1997-20511 in the Probate Office of Shelby County, Alabama.
- e. Reservation of "Lake Easement" recorded in Instrument 1997-20511 in the Probate Office of Shelby County, Alabama.
- f. Release of Damages recorded in Instrument 1997-20511 in the Probate Office of Shelby County, Alabama.

- g. Restriction of right of action contained in Instrument 1997-20511 in the Probate Office of Shelby County, Alabama.
- h. Possible Easement to Alabama Power Company along southerly line as shown by survey of Laurence D. Weygand of Weygand Surveyors, Inc., dated December 20, 2002.
- i. The following matters of survey as delineated on the survey of Laurence D. Weygand of Weygand Surveyors, Inc., dated December 20, 2002:
  - i. Encroachment of wire fence over the easterly line of property;
  - ii. Encroachment of pond over easterly line of property.

3. The "Secured Indebtedness", as defined in the Mortgage, shall hereafter include the payment and performance of all obligations of the Mortgagor under the Phase III Note and any and all renewals, extensions, modifications, substitutes or increases of the Phase III Note, or any part thereof.

4. The "Loan Documents" and the "Notes", each as defined in the Mortgage, shall hereafter include the Phase III Note and any and all renewals, extensions, modifications, substitutes or increases of the Phase III Note, or any part thereof.

5. The occurrence of an Event of Default under the Phase III Note shall constitute an Event of Default under the Mortgage.

6. Mortgagor and Mortgagee agree that all other terms of the Mortgage shall remain in full force and effect.

*[The remainder of this page is intentionally left blank.]*

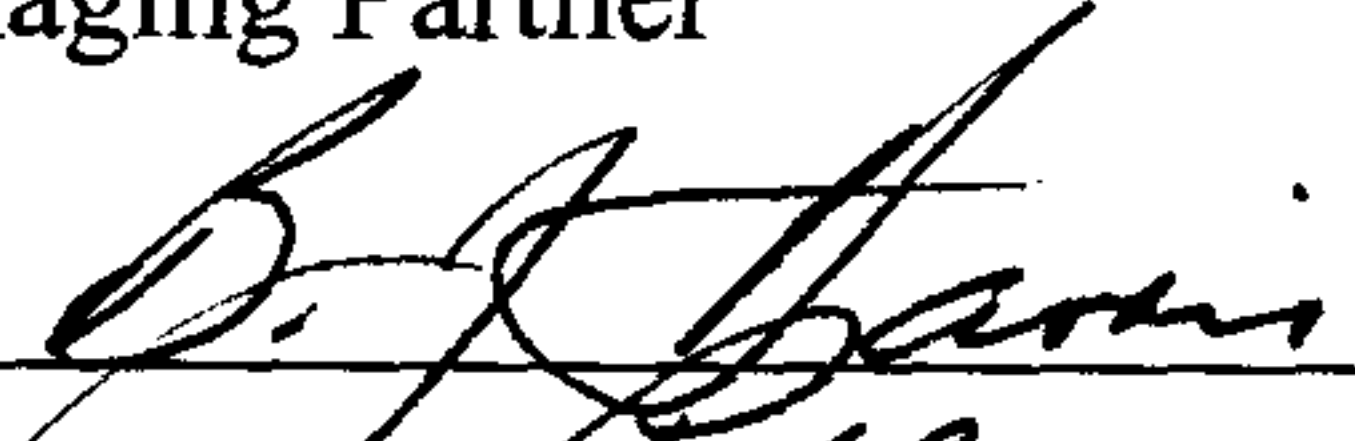

**IN WITNESS WHEREOF**, the parties have caused this Amendment to be executed by their respective duly authorize partners or officers, as applicable, as of day and year first above written.

MORTGAGOR:

**CALDWELL MILL, LLP**

By: Harbar Construction Company, Inc.

Its: Managing Partner

By:   
Its: 

MORTGAGEE:

**FIRST COMMERCIAL BANK**

By: 

Name: Paul M. Schaeffer

Its: First 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 B. J. HARRIS, whose name as President of Harbar Construction Company, Inc., an Alabama corporation, as managing partner of Caldwell Mill, LLP, an Alabama registered 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation acting in its capacity as such managing partner, for and as the act of said registered limited liability partnership.

Given under my hand and official seal, this the 30<sup>th</sup> day of December, 2002.

Kay R. Weaver  
Notary Public

My Commission expires: April 17, 2005

STATE OF ALABAMA )

COUNTY OF Jefferson )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Paul M. Schabacker, whose name as First Vice President of First Commercial 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 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 and official seal, this the 30<sup>th</sup> day of December, 2002.

Kay R. Weaver  
Notary Public

My Commission expires: April 17, 2005

## EXHIBIT A

20021230000653000 Pg 6/6 2,456.00  
Shelby Cnty Judge of Probate, AL  
12/30/2002 16:00:00 FILED/CERTIFIED

### Legal Description

Part of the SW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  and part of the SE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$ , both of Section 3, Township 19 South, Range 2 West of the Huntsville Principal Meridian, Shelby County, Alabama, being more particularly described as follows:

Beginning at an existing 3" capped iron pipe being the locally accepted southeast corner of said SW  $\frac{1}{4}$  of SE  $\frac{1}{4}$  of said Section 3, run in a northerly direction along the east line of said  $\frac{1}{4}$ - $\frac{1}{4}$  section and along the west line of the Amended Map of Wyngate First Sector, as recorded in Shelby County in the Office of the Judge of Probate in Map Book 11, Page 13, for a distance of 1308.59 feet to an existing 3" capped iron pipe being the locally accepted northeast corner of said SW  $\frac{1}{4}$  of SE  $\frac{1}{4}$  of said Section 3; thence turn an angle to the left of  $88^{\circ}16'15''$  and run in a westerly direction along the south line of the Amended Map of Wilmington Place, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 30, Page 23, for a distance of 861.64 feet to an existing iron rebar; thence turn an angle to the left of  $33^{\circ}31'04''$  and run in a southwesterly direction for a distance of 608.19 feet to an existing #5 iron rebar set by Paragon Engineering; thence turn an angle to the left of  $11^{\circ}16'55''$  and run in a southwesterly direction for a distance of 1400.55 feet to an existing #5 Paragon iron rebar; thence turn an angle to the left of  $135^{\circ}39'14''$  and run in an easterly direction for a distance of 1072.28 feet to an existing #5 iron rebar being the locally accepted southeast corner of the SE  $\frac{1}{4}$  of SW  $\frac{1}{4}$  of said Section 3; thence turn an angle to the right of  $0^{\circ}11'07''$  and run in an easterly direction along the south line of the SW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of said Section 3 for a distance of 1329.75 feet, more or less, to the point of beginning.