

AMENDMENT
TO
MORTGAGE
ASSIGNMENT OF RENTS AND LEASES
AND SECURITY AGREEMENT

THIS AMENDMENT amends that certain Mortgage, Assignment of Rents and Leases and Security Agreement (hereinafter "Mortgage") executed on February 20, 2004 by **TIEMKONGKARN PROPERTIES, L.L.C., SUKHO THAI, INC., and LEK's TASTE OF THAILAND, INC.**, (hereinafter "Borrower") in favor of **REGIONS BANK** (hereinafter "Bank").

WHEREAS, the Mortgage is recorded as Instrument 20040224000093150 in the Office of the Judge of Probate of Shelby County, Alabama, and pertains to the property described on Exhibit "A" attached hereto.

WHEREAS, the Mortgage secured a Note in the original principal amount of \$2,168,624.70 and all renewals and extensions thereof.

WHEREAS, upon the recordation of the Mortgage a mortgage tax of \$3,253.05 was paid.

WHEREAS, Borrower has requested Bank to lend Borrower an additional \$150,030.00, and Bank is agreeable to making such loan, provided Borrower, among other things enters into this Amendment, and causes this additional advance to be secured by the Mortgage.

NOW THEREFORE, in consideration of the terms and conditions contained herein, and to induce Bank to lend additional monies to Borrower, the Mortgage is hereby amended as follows:

1). Henceforth the Mortgage shall specifically secure not only the \$2,168,624.70 Note executed in connection therewith, and all renewals and extensions thereof, but also an additional advance or loan of \$150,030.00 made in connection herewith to Borrower, and all the interest thereon.

2). The term "Debt" as used in the Mortgage shall be defined to mean not only the indebtedness evidenced by the \$2,168,624.70 Note executed on February 20, 2004, and all interest thereon, and all extensions and renewals thereof, but also the \$150,030.00 advance or loan being made in connection herewith, all interest thereon, and all extensions, and renewals thereof.

In addition hereto, Borrower further amends all of the documents and agreements executed in connection with the Mortgage, or pertaining to the Mortgage (the "Agreements") to the terms as herein cited.

Borrower hereby agrees and directs Bank to take any action necessary to conform the Mortgage and the Agreements to the terms as herein cited and by these presents accepts and confirms their

liability under said Mortgage and Agreements with the terms as herein modified.

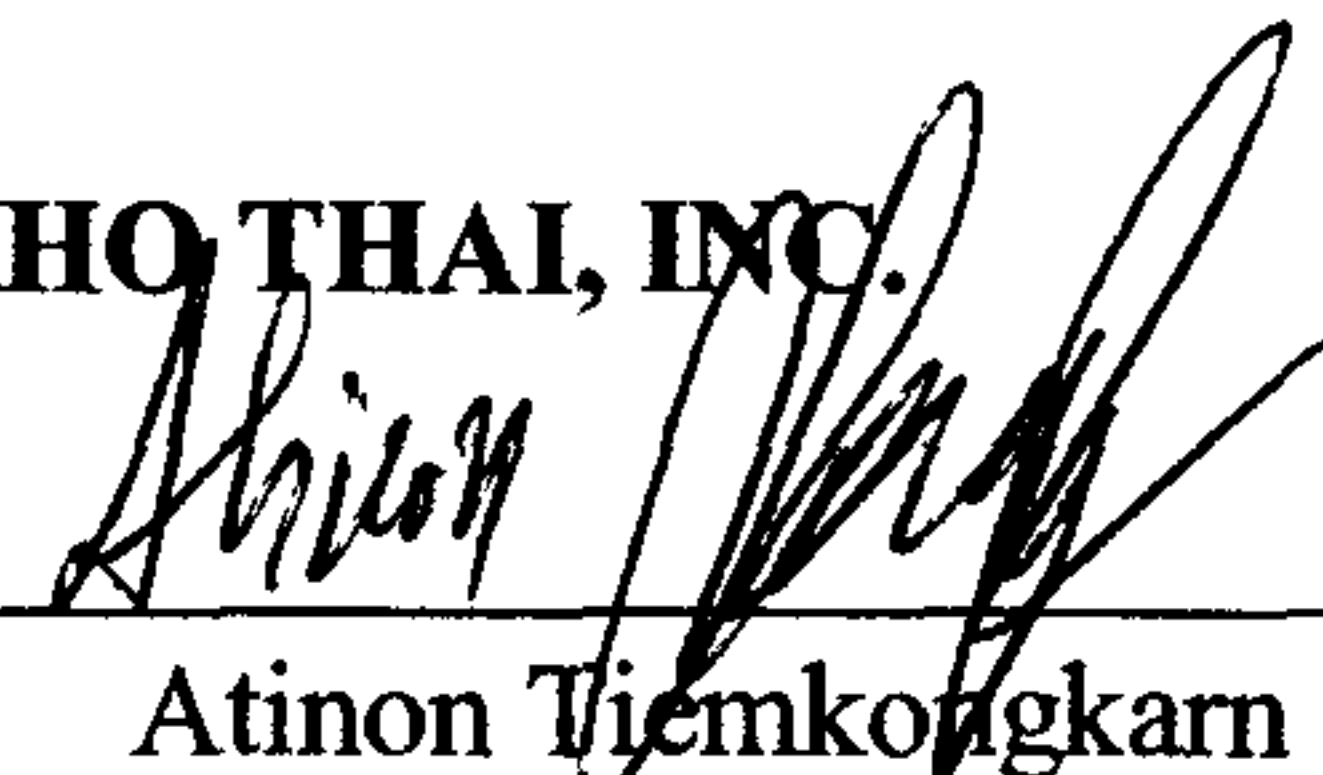
All of the terms and provisions of the Mortgage not specifically amended herein, are hereby reaffirmed, ratified and restated. This Amendment amends the Mortgage and is not an novation thereof.

IN WITNESS WHEREOF, we have hereunto set our hands and seals effective this 13 day of October, 2004.

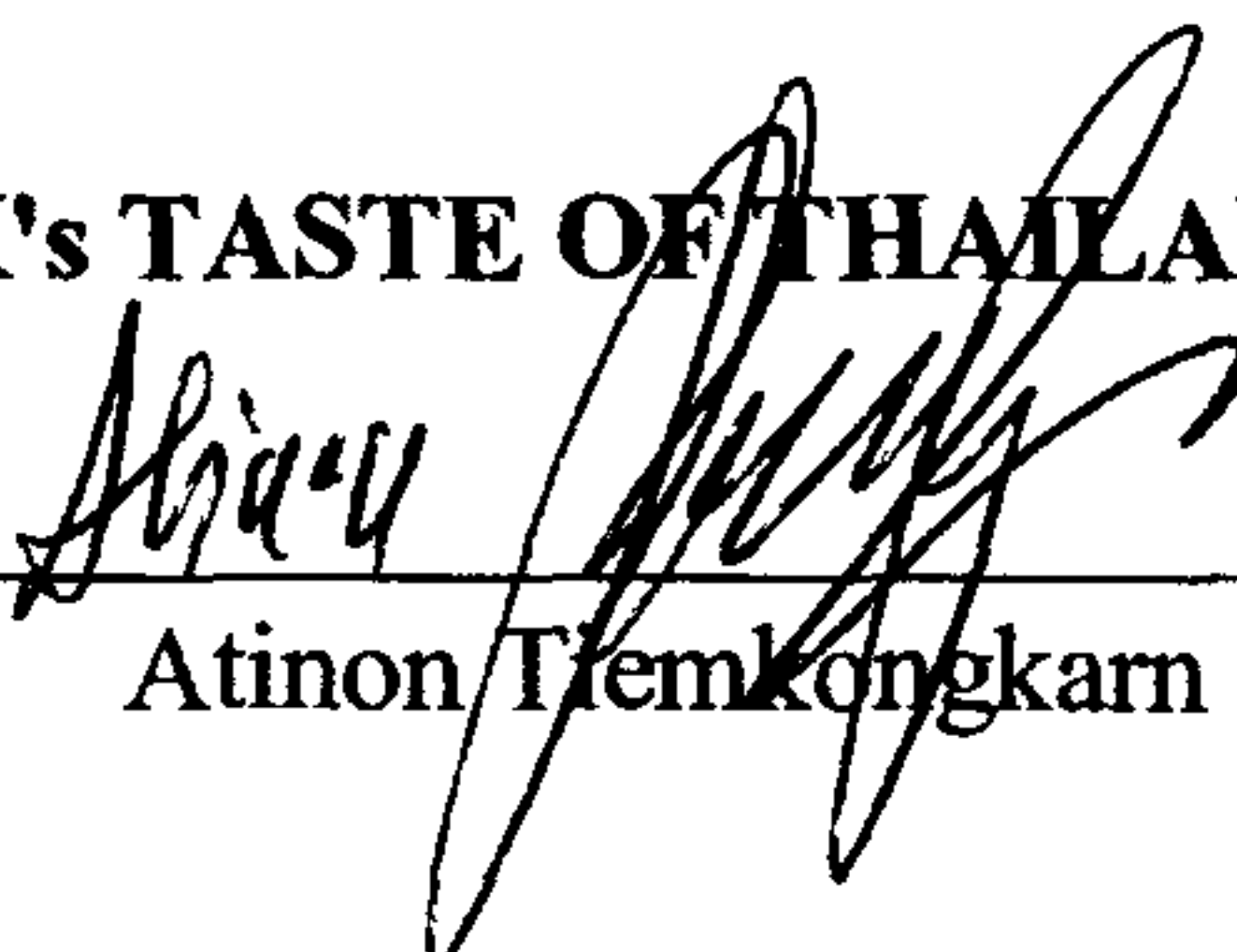
TIEMKONGKARN PROPERTIES, L.L.C.

BY: 
Anucha Tiemkongkanchna (Its Manager)

SUKHO THAI, INC.

BY: 
Atinon Tiemkongkarn (Its President)

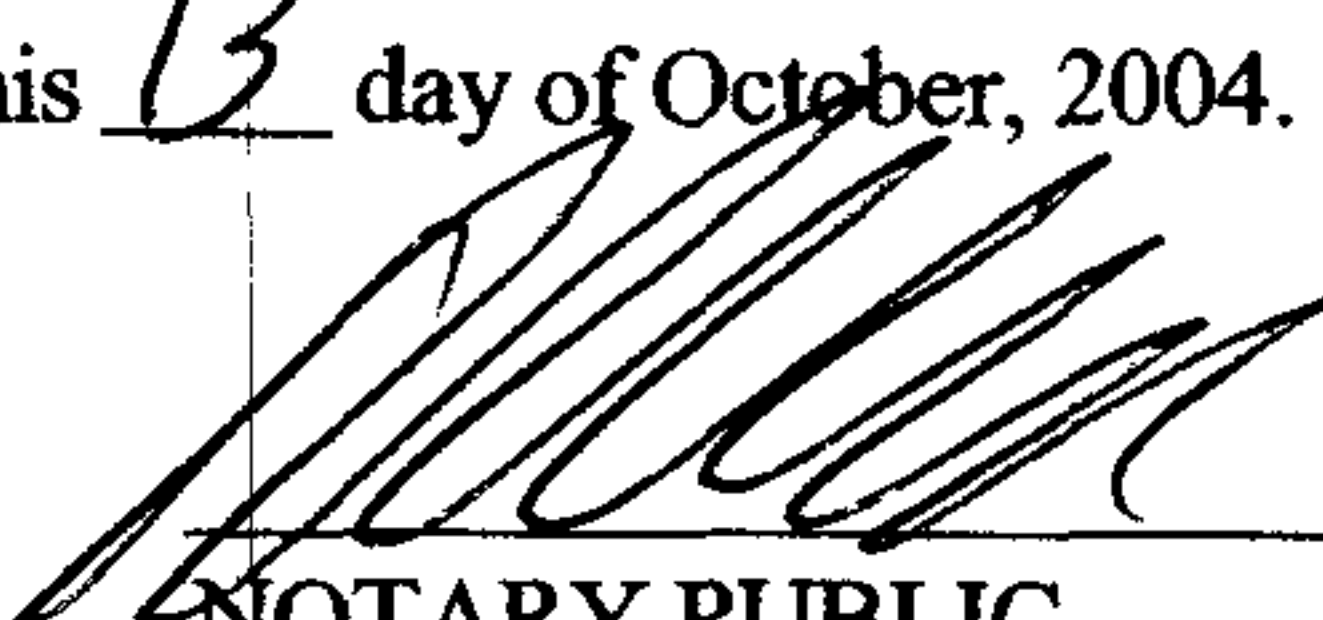

LEK's TASTE OF THAILAND, INC.

BY: 
Atinon Tiemkongkarn (Its President)

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Anucha Tiemkongkanchna, whose name as Manager of TIEMKONGKARN PROPERTIES, L.L.C., a limited liability company 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 such instrument, he, as such manager and with full authority, executed the same voluntarily for and as the act of said company.

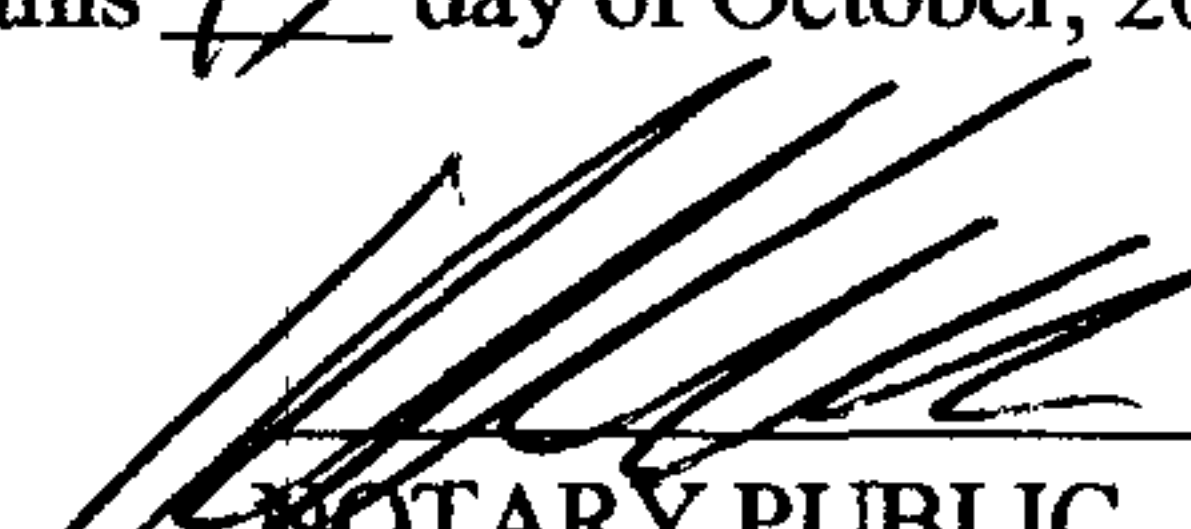
Given under my hand and seal this 13 day of October, 2004.

 
NOTARY PUBLIC
My Commission expires: 6/7/07

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Atinon Tiengkongkarn, whose name as President of SUKHO THAI, INC., a 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 such 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 seal this 13 day of October, 2004.


NOTARY PUBLIC
My Commission expires: 6/17/10

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Atinon Tiengkongkarn, whose name as President of LEK's TASTE OF THAILAND, INC., a 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 such 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 seal this 13 day of October, 2004.


NOTARY PUBLIC
My Commission expires: 6/17/07

THIS INSTRUMENT PREPARED BY AND AFTER
RECORDATION SHOULD BE RETURNED TO:
William B. Hairston, III
ENGEL, HAIRSTON & JOHANSON, P.C.
109 North 20th Street, Fourth Floor
P.O. Box 11405
Birmingham, Alabama 35202
(205) 328-4600

EXHIBIT "A"
TO
AMENDMENT
TO
MORTGAGE
ASSIGNMENT OF RENTS AND LEASES
AND SECURITY AGREEMENT

BORROWER: TIEMKONGKARN PROPERTIES, L.L.C., SUKHO THAI, INC., and LEK's TASTE OF THAILAND, INC.
LENDER: REGIONS BANK

PARCEL I:

Lot 2A, according to the resurvey of Lots 1 and 2, The Crossroads at Greystone, as recorded in Map Book 29, page 53, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

PARCEL II:

All beneficial, non-exclusive easement rights set out in the Greystone Commercial Declaration of Covenants, Conditions, and Restrictions recorded in Real Volume 314, page 506, amended by the 1st Amendment recorded as Instrument 1996/00531 and amended by the 2nd Amendment recorded as Instrument 1996/00532 and amended by the 3rd Amendment recorded as Instrument 2000/38942, in the Probate Office of Shelby County, Alabama.

PARCEL III:

Non-exclusive easement rights for ingress and egress as set out in the Reciprocal Easement Agreement dated January 1st 1998 by and between Baptist Health Systems, Inc. and Dantract, Inc. and Charles W. Daniel recorded in Instrument 1999/07730, amended by instrument 2001/7233, in the Probate Office of Shelby County, Alabama.

PARCEL IV:

Non-exclusive drainage easement as set out in the Declaration of Drainage Easement dated September 9, 2002 by the Crossroads at Greystone, LLC as recorded in Instrument 20020911000436070, in the Probate Office of Shelby County, Alabama.

PARCEL V:

Cross-Easement as to Lot 2-A, according to a resurvey of Lots 1 and 2, The Crossroads at Greystone, as recorded in Map Book 29, page 53, in the Probate Office of Shelby County, Alabama, as set out in the Declaration of Access Easement dated September 9, 2002 by The Crossroads at Greystone, LLC and recorded in Instrument 20020911000436080, in the Probate Office of Shelby County, Alabama

SUBJECT TO: i) taxes due and payable October 1, 2004; ii) terms and provisions of the Greystone Commercial Declaration of Covenants, Conditions and Restrictions as recorded in Real Volume 314, page 506, amended by the First Amendment recorded in Instrument 1996/00531, amended by the 2nd Amendment in Instrument 1996/00532, amended by the 3rd Amendment recorded in Instrument 2000/38942; iii) transmission line permit to Alabama Power Company as recorded in Deed Book 109, page 491 as affected by the Disclaimer (containment Letter) from Sara P. Parks, Alabama Power Company dated July 2, 2002; iv) terms and provisions of the Reciprocal Easement Agreement by and between Baptist Health Systems, Inc. and Charles W. Daniel, dated January 1, 1998, as set out in Exhibit A of the Statutory Warranty Deed dated October 1999 from Baptist Health Systems, Inc. to Shelby County, Alabama, recorded in Instrument 1999/43304, in the Probate Office of Shelby County, Alabama, which said sixty-foot wide easement was subsequently abolished by Instrument 1999/07730; v) Reciprocal Easement Agreement recorded in Instrument 1999/33954 and amended in Instrument 2001/7233; vi) Permanent Easement Deed from The Crossroads at Greystone, LLC to Shelby County recorded in Instrument 20020730000351680; vii) Non-beneficial terms and provisions contained in the Declaration of Drainage Easement as recorded in Instrument 20020911000436070; viii) Non-beneficial terms and provisions contained in the Declaration of Access Easement as recorded in Instrument 20020911000436080; ix) Declarations of Protective Covenants, Conditions, Restrictions, and Easements by and among Crossroads at Greystone, LLC, Express Partners, LLC, and Anucha Tiemkongkanchana, Atinon Tiemkongkarn, and Maneesri Tiemkongkarn as recorded in Instrument 20030827000569350; and x) matters shown on record plat in Map Book 29, page 53 and set out on the survey by Carl Daniel Moore dated July 25, 2003.