

MORTGAGE FILING PRIVILEGE TAXES HAVE PREVIOUSLY BEEN PAID ON INDEBTEDNESS IN THE AMOUNT OF \$8,400,435.33 IN CONNECTION WITH THE RECORDATION OF THAT CERTAIN FUTURE ADVANCE MORTGAGE DESCRIBED HEREIN AND SUBSEQUENT AMENDMENTS THERETO. MORTGAGE FILING PRIVILEGE TAXES ARE NOW DUE ON AN ADDITIONAL \$550,000.00 OF INDEBTEDNESS TO BE SECURED BY THE FUTURE ADVANCE MORTGAGE, AS AMENDED BY THIS INSTRUMENT.

STATE OF ALABAMA )  
JEFFERSON, SHELBY )  
AUTAUGA AND WALKER COUNTIES )

**ELEVENTH AMENDMENT TO CREDIT DOCUMENTS**

**THIS ELEVENTH AMENDMENT TO CREDIT DOCUMENTS** ("this Amendment") is entered into as of June 21, 2005 (the "Effective Date"), by **GREENSPRINGS ASSOCIATES, INC.**, an Alabama corporation (the "Borrower"), and **FIRST AMERICAN BANK**, an Alabama banking corporation, successor in interest to National Bank of Commerce of Birmingham (the "Lender").

**Recitals**

A. The Borrower and the Lender have previously entered into that certain Credit Agreement dated September 30, 1996, as amended by (i) that certain First Amendment to Credit Documents dated October 15, 1996; (ii) that certain Second Amendment to Credit Documents dated September 10, 1997; (iii) that certain Third Amendment to Credit Documents dated July 28, 1998; (iv) that certain Fourth Amendment to Credit Documents dated September 2, 1998; (v) that certain Fifth Amendment to Credit Documents dated September 24, 1998; (vi) that certain Third Amendment to Promissory Note and Amendment to other Credit Documents dated December 3, 1998; (vii) that certain Seventh Amendment to Credit Documents dated September 22, 1999; (viii) that certain Eighth Amendment to Credit Documents dated July 27, 2000; (ix) that certain Ninth Amendment to Credit Documents dated April 16, 2003; and (x) that certain Tenth Amendment to Credit Documents dated September 19, 2003 (as amended, the "Credit Agreement"), pursuant to which the Lender agreed to make a construction/permanent loan (the "Loan") available to the Borrower to finance the refinancing and/or acquisition, construction and development of the Project, as more particularly described in the Credit Agreement. Capitalized terms used in this Amendment and not otherwise defined herein have the respective meanings attributed thereto in said Credit Agreement.

B. The Loan is evidenced (1) by the Borrower's Promissory Note dated September 30, 1996, as amended by (i) that certain First Amendment to Promissory Note dated July 28, 1998; (ii) that certain Second Amendment to Promissory Note dated September 24, 1998; (iii) that certain Third Amendment to Promissory Note and Amendment to other Credit Documents dated December 3, 1998; (iv) that certain Fourth Amendment to Promissory Note dated September 22, 1999; (v) that certain Fifth Amendment to Promissory Note dated July 27, 2000; (vi) that certain Sixth Amendment to Promissory Note dated November 24, 2000; and (vii) that certain Note Modification and Seventh Amendment to Loan No. 3179801 dated October 24, 2002; which Promissory Note, as amended,



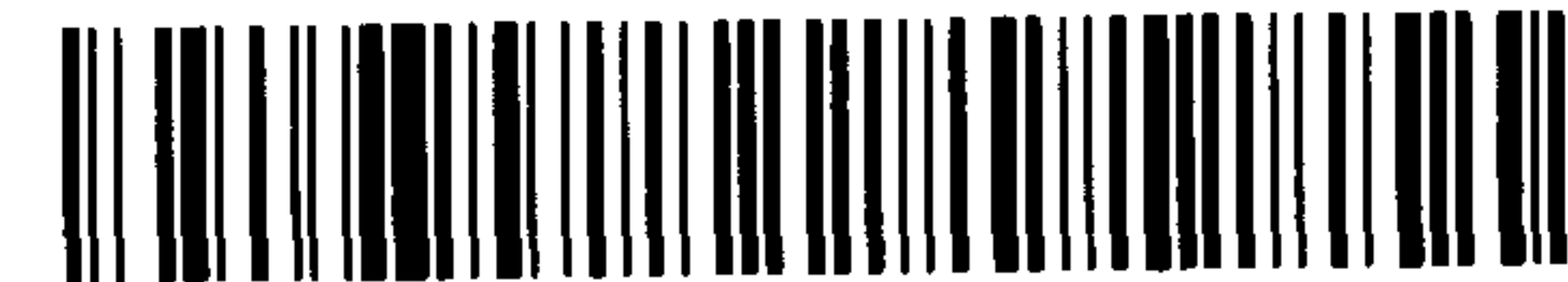
represents indebtedness in the maximum principal amount of \$6,696,468.60, (2) by that certain Promissory Note dated April 16, 2003 in the maximum principal amount of \$715,000.00 and (3) by that certain Promissory Note dated September 19, 2003 in the maximum principal amount of \$925,000.00 (collectively and as amended, the "Notes"), which Notes bear interest as provided therein and are payable in accordance with the terms thereof. As of the date hereof, the outstanding principal balance of the Loan is \$6,155,262.60.

C. To secure the Obligations and to induce the Lender to extend Credit to the Borrower under the Credit Agreement and the other Credit Documents as described therein, the Borrower and Edward J. Marino, Jr. and Anthony P. Marino (collectively, the "Guarantors") executed certain Security Documents (as the same may have been amended from time to time) more particularly described in said Credit Agreement, including, among others, (i) that certain Future Advance Mortgage dated September 30, 1996 recorded with (a) the Judge of Probate of Jefferson County, Alabama (Birmingham Division) as Instrument #9611/7127, (b) the Judge of Probate of Jefferson County, Alabama (Bessemer Division) as Instrument #9662/5027, (c) the Judge of Probate of Shelby County, Alabama as Instrument #1996/32289, (d) the Judge of Probate of Autauga County, Alabama in Real Property Volume 0447, page 0003, and (e) the Judge of Probate of Walker County, Alabama in Book 1559, page 291; as amended by that certain First Amendment to Credit Documents dated October 15, 1996 recorded with (a) the Judge of Probate of Jefferson County, Alabama (Birmingham Division) as Instrument #9613/1555, (b) the Judge of Probate of Jefferson County, Alabama (Bessemer Division) as Instrument #9662/9726, (c) the Judge of Probate of Shelby County, Alabama as Instrument #1996-37107, (d) the Judge of Probate of Autauga County, Alabama in Real Property Volume 0447, page 0057, and (e) the Judge of Probate of Walker County, Alabama in Book 1559, page 329 (the "First Amendment"); as further amended by that certain Second Amendment to Credit Documents dated September 10, 1997 recorded with (a) the Judge of Probate of Jefferson County, Alabama (Birmingham Division) as Instrument #9711/6208, (b) the Judge of Probate of Jefferson County, Alabama (Bessemer Division) as Instrument #9762/4846, (c) the Judge of Probate of Shelby County, Alabama as Instrument #1997-33251, (d) the Judge of Probate of Autauga County, Alabama in Real Property Volume 478, page 398, and (e) the Judge of Probate of Walker County, Alabama in Book 1559, page 341 (the "Second Amendment"); as further amended by that certain Third Amendment to Credit Documents dated July 28, 1998 recorded with (a) the Judge of Probate of Jefferson County, Alabama (Birmingham Division) as Instrument #9809/8413, (b) the Judge of Probate of Jefferson County, Alabama (Bessemer Division) as Instrument #9862/1102, (c) the Judge of Probate of Shelby County, Alabama as Instrument #1998-29636, (d) the Judge of Probate of Autauga County, Alabama in Real Property Volume 501, page 25, and (e) the Judge of Probate of Walker County, Alabama in Book 1596, page 518 (the "Third Amendment"); as further amended by that certain Fourth Amendment to Credit Documents dated September 2, 1998 recorded with (a) the Judge of Probate of Jefferson County, Alabama (Birmingham Division) as Instrument #9812/0774, (b) the Judge of Probate of Jefferson County, Alabama (Bessemer Division) as Instrument #9862/4996, (c) the Judge of Probate of Shelby County, Alabama as Instrument #1998-36163, (d) the Judge of Probate of Autauga County, Alabama in Real Property Volume 505, page 237, and (e) the Judge of Probate of Walker County, Alabama in Book 1600, page 413 (the "Fourth Amendment"); as further amended by that certain Fifth Amendment to Credit Documents dated September 24, 1998



recorded with (a) the Judge of Probate of Jefferson County, Alabama (Birmingham Division) as Instrument #9812/4719, (b) the Judge of Probate of Jefferson County, Alabama (Bessemer Division) as Instrument #9862/5741, (c) the Judge of Probate of Shelby County, Alabama as Instrument #1998-37538, (d) the Judge of Probate of Autauga County, Alabama in Real Property Volume 506, page 111, and (e) the Judge of Probate of Walker County, Alabama in Book 1604, page 264 (the "Fifth Amendment"); as further amended by that certain Third Amendment to Promissory Note and Amendment to Other Credit Documents dated December 3, 1998 recorded with (a) the Judge of Probate of Jefferson County, Alabama (Birmingham Division) as Instrument #9903/3346, (b) the Judge of Probate of Jefferson County, Alabama (Bessemer Division) as Instrument #9960/5859, (c) the Judge of Probate of Shelby County, Alabama as Instrument #1999-08941, (d) the Judge of Probate of Autauga County, Alabama in Real Property Volume 522, page 571, and (e) the Judge of Probate of Walker County, Alabama in Book 1627, page 529 (the "Sixth Amendment"); as further amended by that certain Seventh Amendment to Credit Documents dated September 22, 1999 recorded with (a) the Judge of Probate of Jefferson County, Alabama (Birmingham Division) as Instrument #9915/7033, (b) the Judge of Probate of Jefferson County, Alabama (Bessemer Division) as Instrument #9963/5186, (c) the Judge of Probate of Shelby County, Alabama as Instrument #1999-39649, (d) the Judge of Probate of Autauga County, Alabama in Real Property Volume 546, page 19, and (e) the Judge of Probate of Walker County, Alabama in Book 1657, page 112 (the "Seventh Amendment"); and as further amended by that certain Eighth Amendment to Credit Documents dated July 27, 2000 recorded with (a) the Judge of Probate of Jefferson County, Alabama (Birmingham Division) as Instrument #200008/9043, (b) the Judge of Probate of Jefferson County, Alabama (Bessemer Division) as Instrument #200061/9258, (c) the Judge of Probate of Shelby County, Alabama as Instrument #2000-27233, (d) the Judge of Probate of Autauga County, Alabama in Real Property Volume 566, page 636, and (e) the Judge of Probate of Walker County, Alabama in Book 1683, page 578 (the "Eighth Amendment"); as further amended by that certain Ninth Amendment to Credit Documents dated April 16, 2003 recorded with (a) the Judge of Probate of Jefferson County, Alabama (Birmingham Division) as Instrument #200308-4265, (b) the Judge of Probate of Jefferson County, Alabama (Bessemer Division) as Instrument #200362-0563 and as corrected in Instrument #200362-0653, (c) the Judge of Probate of Shelby County, Alabama as Instrument #2003-38835, (d) the Judge of Probate of Autauga County, Alabama in Real Property Volume 2003, page 2701, and (e) the Judge of Probate of Walker County, Alabama in Book 1839, page 434 (the "Ninth Amendment"); and as further amended by that certain Tenth Amendment to Credit Documents dated September 19, 2003 recorded with (a) the Judge of Probate of Jefferson County, Alabama (Birmingham Division) as Instrument #\_\_\_\_\_, (b) the Judge of Probate of Jefferson County, Alabama (Bessemer Division) as Instrument #\_\_\_\_\_, (c) the Judge of Probate of Shelby County, Alabama as Instrument #\_\_\_\_\_, (d) the Judge of Probate of Autauga County, Alabama in Real Property Volume \_\_\_\_\_, page \_\_\_\_\_, and (e) the Judge of Probate of Walker County, Alabama in Book \_\_\_\_\_, page \_\_\_\_\_ (the "Tenth Amendment") (said Future Advance Mortgage, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment and the Tenth Amendment, the "Mortgage"); (ii) that certain Absolute Assignment of Rents and Leases dated as of September 30, 1996 duly recorded in Jefferson, Shelby, Walker and Autauga Counties, Alabama (as





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amended, the "Assignment of Rents and Leases"); (iii) that certain Environmental Indemnity Agreement dated as of September 30, 1996 (as amended, the "Environmental Indemnity Agreement"); and (iv) that certain Security Agreement dated as of September 30, 1996 (as amended, the "Security Agreement"). The Mortgage and the Assignment of Rents and Leases presently encumber that certain real property more particularly described on Exhibit A attached thereto.

D. The Borrower and the Guarantors have now requested the Lender to make an additional loan to the Borrower in the maximum amount of \$550,000.00, which the Lender has agreed to do upon the condition that the Borrower execute this Amendment in order to amend the Security Documents upon the terms and conditions set forth herein.

### **Agreement**

**NOW, THEREFORE**, in consideration of the premises and the mutual agreements set forth in this Amendment, effective as of the Effective Date, the Borrower and the Lender hereby agree as follows:

1. Capitalized terms used in this Amendment and not otherwise defined herein shall have the respective meanings attributed thereto in that certain Credit Agreement dated of even date herewith between the Borrower and the Lender and in the Security Documents.

2. The General Rules of Construction set forth in Section 1.1 of the Mortgage shall govern the construction and interpretation of this Amendment.

3. From and after the Effective Date, all references in the Credit Documents to the defined term "Credit Documents" shall refer to the Credit Documents as amended by this Amendment.

4. From and after the Effective Date, the Credit Documents are hereby amended as follows:

Exhibit A-1 of the Credit Agreement, Exhibit B of the Mortgage and Exhibit B of the Environmental Indemnity Agreement are hereby amended to add the documents listed in Exhibit A to this Amendment (the "Additional Credit Documents") to the schedule of Credit Documents.

5. Simultaneously herewith, the Borrower will execute a Promissory Note in the maximum principal amount of \$550,000.00 in favor of the Lender. The parties hereby expressly agree that the indebtedness owed by the Borrower pursuant to said Note is, and shall be, secured by the Credit Documents.

6. All other provisions of the Credit Documents that are inconsistent with this Amendment are hereby modified so as to be consistent herewith.



7. Except as specifically modified and amended hereby, the Credit Documents shall remain in full force and effect in accordance with their respective terms.

8. Notwithstanding the execution of this Amendment, all of the indebtedness evidenced by the Notes shall remain in full force and effect, as modified hereby, and all of the Property described in the Mortgage and the Collateral described in the Security Documents, as amended hereby, shall remain subject to the liens, security interests and assignments of the Credit Documents as security for the indebtedness evidenced by the Notes and all other indebtedness described therein; and the Borrower agrees that as to such Property and Collateral nothing contained in this Amendment shall be construed to constitute a novation of the indebtedness evidenced by the Notes or to release, satisfy, discharge, terminate or otherwise affect or impair in any manner whatsoever (a) the validity or enforceability of the indebtedness evidenced by the Notes; (b) the liens, security interests, assignments and conveyances effected by the Credit Documents, or the priority thereof; (c) the liability of any maker, endorser, surety, guarantor or other person that may now or hereafter be liable under or on account of the Notes or the Credit Documents; or (d) any other security or instrument now or hereafter held by the Lender as security for or as evidence of any of the above-described indebtedness.


9. The Borrower hereby represents and warrants to the Lender that (a) in all material respects, all representations and warranties contained in the Credit Documents are true and correct as of the date hereof (except any such representations and warranties that are expressly limited to another date and those heretofore specifically waived, in writing, by the Lender for the specific instances and purposes set forth therein); and (b) no Event of Default nor any event that, upon notice or lapse of time or both, would constitute an Event of Default, has occurred and is continuing (except any such Event of Default that has been expressly and specifically waived, in writing, by the Lender for the specific instances and purposes set forth therein).

10. The effective date of this Amendment shall be the date first set forth above.

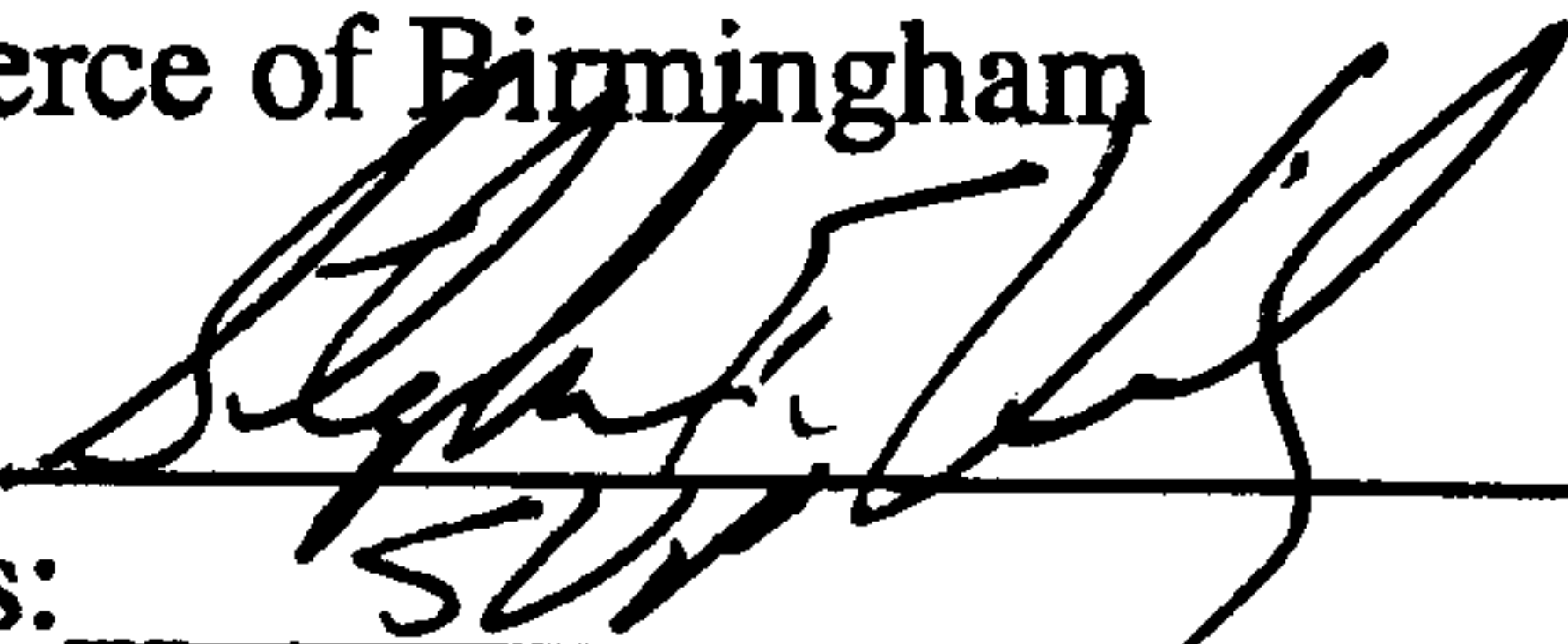
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IN WITNESS WHEREOF, each of the undersigned has executed this Amendment or caused this Amendment to be executed in its name and on its behalf by its officer thereunto duly authorized.

**GREENSPRINGS ASSOCIATES, INC.,** an  
Alabama corporation

By:   
Its: Vice-President

**FIRST AMERICAN BANK,** an Alabama banking  
corporation, successor in interest to National Bank of  
Commerce of Birmingham

By:   
Its: SVP



STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Edward J. Marino, Jr., whose name as Vice-President of Greensprings Associates, Inc., an Alabama 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 and official seal, this the 22 day of June, 2005.

Cynthia A. Pike  
Notary Public

AFFIX SEAL

My commission expires: 3/29/08

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Stephen F. Vickery, whose name as Senior Vice President of First American Bank, 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 national banking association.

Given under my hand and official seal, this the 23rd day of June, 2005.

Sammy L. Bradford  
Notary Public

AFFIX SEAL

My commission expires:

**NOTARY PUBLIC STATE OF ALABAMA AT LARGE**  
**MY COMMISSION EXPIRES: Sept 14, 2006**  
**BONDED THIRD NOTARY PUBLIC UNDERWRITERS**

This Instrument Was Prepared By:

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**EXHIBIT A**

**(Additional Credit Documents)**

The "**Additional Credit Documents**" referred to in this Amendment include the following:

- (a) Credit Agreement dated of even date herewith executed by the Borrower and Lender.
- (b) Note in the principal amount of Five Hundred Fifty Thousand and No/100 Dollars (\$550,000.00), dated of even date herewith executed by the Borrower in favor of the Lender.