

STATE OF ALABAMA)
 :
SHELBY COUNTY)

MODIFICATION TO LOAN DOCUMENTS

THIS AGREEMENT made as of the 11th day of October, 2006, by and between RONALD W. BAKER and wife DORIS M. BAKER ("Borrower") and PROTECTIVE LIFE INSURANCE COMPANY ("Lender").

RECITALS:

A. Lender is the holder of a Promissory Note in the face amount of \$1,150,000.00, made by Borrower, dated January 21, 2004 (such note, as modified herein, is referred to as the "Note"). The Note is secured by various documents and instruments all dated January 21, 2004, unless otherwise indicated, including (*inter alia*) the following, all as modified by this agreement:

1. Mortgage and Security Agreement recorded under Document No. 20040123000038600 in the Probate Office of Shelby County, Alabama (the "Indenture").
2. Assignment of Rents and Leases recorded as additional security for said Indenture.

All the documents and instruments referred to or described in this Paragraph A, and all other documents and instruments further securing the Note, as modified herein, are referred to as the "Loan Documents." The real and personal properties pledged and mortgaged under the Loan Documents are referred to as the "Project."

B. Borrower has executed in favor of Lender promissory notes secured by mortgages and various other loan documents covering various real estate projects in addition to the Project (which notes, security instruments and documents are referred to, together with this agreement and the Loan Documents, as "Term Loan Documents"). Lender and Borrower have executed a Term Loan Agreement dated this date, which (*inter alia*) provides that the indebtednesses and obligations secured by each of the Term Loan Documents (as more specifically described in the Term Loan Agreement) shall also be secured by each other Term Loan Document.

C. Borrower has requested that the Project be subjected to the Term Loan Agreement including (*inter alia*) the cross-collateralization provisions thereof.

D. The purpose of this document (*inter alia*) is to provide record notice of the agreement of the parties (a) that the Project (and the corresponding Loan Documents) is added and made subject to the provisions of the Term Loan Agreement, so that the Project and all the other Projects secured by the Term Loan Documents, stand as security for all the Secured Indebtedness (including, *inter alia*, the debts and obligations evidenced and secured by the Loan Documents, and all the other Term Loan Documents, as such Secured Indebtedness is more particularly defined in the Term Loan Agreement).

If not defined herein, capitalized terms used herein shall have the meanings given to them in the Term Loan Agreement.

W I T N E S S E T H:

NOW THEREFORE, in consideration of the premises and of other due, good, and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Note.** The Note is secured by the Indenture and by the other Term Loan Documents. All references to the Note, Secured Indebtedness, or Secured Obligations appearing in the Indenture, the Term Loan Agreement, and other Term Loan Documents shall also include the Note and the indebtedness and obligations added by this document and the other Loan Documents. Without limiting the foregoing, the Note, together with any extensions, renewals, amendments or modifications thereof, is secured by the Term Loan Documents, whether now existing or hereafter executed.

(a) The Note is modified by adding the following paragraph:

12. Term Loan Agreement. This Note is subject to the provisions of the Term Loan Agreement executed this day, executed by Lender and affiliates of Borrower, as the same may be amended from time to time. This Note is secured by the Term Loan Documents described in such Term Loan Agreement, which Term Loan Documents comprise liens upon various other projects described in the Term Loan Agreement. The term "Loan Documents", as used in this Note, shall refer to the Loan Documents as amended by this instrument, and shall include the Term Loan Documents, as the same may be amended from time to time.

2. **References in Loan Documents.** All references in the Term Loan Documents to the term "Loan Documents" or "Term Loan Documents" shall refer to and include this instrument, the Note, the other Loan Documents, and the Term Loan Documents as modified

by this instrument, together with all other loan documents and instruments further securing the Note whether now existing or hereafter executed.

3. **Indenture.** The Indenture is further modified by adding the following paragraphs to Exhibit B of the Indenture:

11. **Term Loan Documents.** Borrower has executed in favor of Lender, and may hereafter execute in favor of Lender, promissory notes secured by mortgages, deeds of trust, and various other loan documents covering various real estate projects in addition to the Property (which notes, security instruments and documents are referred to, together with the Loan Documents, as the "Term Loan Documents"). Lender and Borrower have executed a Term Loan Agreement on this day, which, *inter alia*, provides that the indebtednesses and obligations secured by each of the Term Loan Documents (as more specifically described in the Term Loan Agreement) shall also be secured by each other Term Loan Document. The parties desire to provide record notice of the foregoing and of the agreement of the parties that the Term Loan Documents are subject to the terms and conditions of the Term Loan Agreement as the same may be modified from time to time hereafter. As used herein, the term "Term Loan Documents" shall also include the Term Loan Documents as described above and in the Term Loan Agreement.

12. **Note.** The Note, together with any extensions, renewals, amendments or modifications thereof, shall be further secured by the Term Loan Documents, whether now existing or hereafter executed.

13. **Survival of Lien.** Regardless of (a) any release by Lender of any recorded Term Loan Documents, or (b) any prepayments thereunder, notwithstanding the fact that by reason of any such prepayments, there may be times when no monetary indebtedness is outstanding under one or more of the Term Loan Documents, the Term Loan Documents (including without limitation all notes and other loan documents secured by any recorded loan document which is so released) shall remain valid and in full force and effect. Notwithstanding any other provision of the Term Loan Documents to the contrary (except as set forth in the Term Loan Agreement), the Term Loan Documents and all representations and covenants of Borrower contained therein shall survive the release by Lender of any collateral or any one or more Term Loan Document of record; and the Loan Documents shall continue in full force and effect until all obligations under all the Term Loan Documents have been paid and performed in full.

14. **Cross-Collateralization.** Each of the Term Loan Documents is subject to the cross-collateralization provisions of the Term Loan Agreement. Without limiting the foregoing, the Property shall stand as security not only for the Note, but also for the Term Loan and Secured Indebtedness described

in the Term Loan Agreement, which Term Loan is comprised (*inter alia*) of the Notes made by Borrower (and by any other parties to the Term Loan Agreement), in favor of Lender. Accordingly, all references in the Loan Documents to the term "Loan Documents" shall also refer to the Term Loan Documents together with all other Loan Documents and instruments further securing the Note whether now existing or hereafter executed.

15. Future Changes to Term Loan Agreement. The Term Loan Documents shall be subject to any future changes in the Term Loan Agreement executed by and between Borrower and Lender.

4. Cross-Collateralization. a. Borrower agrees that each Note comprising the Term Loan Documents is secured by the other Term Loan Documents; that all Projects owned by each Borrower shall stand as security for all the Secured Obligations; that all the Term Loan Documents secure the obligations and indebtednesses of Borrower under each of the Term Loan Documents; and wherever the term "indebtedness", "debt", "Secured Indebtedness", "Secured Debt", or "obligations" appears in any one of the Term Loan Documents, the same shall also refer to and include all of the Secured Obligations. The intention of the parties is that all of the Term Loan Documents shall constitute but one single loan, and all of the Term Loan Documents shall be cross-secured in all respects.

b. In the event of default under the Term Loan Documents, Lender may exercise any one or more of its rights or remedies under any one or more of the Term Loan Documents in default, simultaneously or successively, and in any order that the Lender may elect, including but not being limited to receivership, foreclosure and/or suit, and Borrower hereby authorizes the Lender to cause any of the collateral secured by any of the Term Loan Documents in default to be offered for sale and sold in such increments as Lender may elect, including without limitation, piecemeal and/or en masse. Borrower waives any rights to direct the order or manner in which any of the collateral covered by any of the Term Loan Documents will be sold in the event of any sale under any of the Term Loan Documents, and also any right to have any of the collateral covered by the Term Loan Documents marshalled upon any such sale.

5. Future Changes to Term Loan Agreement. The Term Loan Documents shall be subject to any future changes in the Term Loan Agreement executed by and between Borrower and Lender.

6. Representations and Warranties. Borrower represents and warrants to Lender that the following are true, correct and complete as of the date of this agreement:

6.1 Execution, Delivery and Effect of Term Loan Documents. Each Borrower represents (on its own behalf) that the Term Loan Documents have each been duly authorized, executed and delivered by Borrower, as the case may be, that each is a legal, valid and binding obligation of Borrower, enforceable in accordance with its terms, that there

are no defenses, counterclaims, or set-offs to any of the Term Loan Documents, and that upon default Lender shall be entitled to exercise any one or more remedies under any one or more of the Term Loan Documents including without limitation suit, receivership, foreclosure, and/or other remedies available under law or equity.

6.2 Other Obligations. No Borrower is in violation of any term or provision of any document governing its organization or existence or in default under any material instruments or obligations relating to the leases executed by any Borrower of portions of (or space in) the Properties or the personal or real property or other thing of value secured by the Term Loan Documents (the "Collateral"). No tenant or other party has asserted any claim or default relating to any such lease or to any of the Collateral. The execution and performance of the Term Loan Documents and the consummation of the transactions contemplated thereby will not result in any material breach of, or constitute a material default under, any contract, agreement, document or other instrument to which any Borrower is a party or by which any Borrower may be bound or affected, and do not and will not violate or contravene any laws to which any Borrower is subject; nor do any such instruments impose or contemplate any obligations which are or will be materially inconsistent with the Term Loan Documents.

6.3 Legal Actions. There are no material actions, suits or proceedings including, without limitation, any condemnation, insolvency or bankruptcy proceedings, pending or, to the best of any Borrower's knowledge and belief, threatened, against or affecting any Borrower, its business or the Collateral, or investigations, at law or in equity, before or by any court or governmental authority, pending or, to the best of any Borrower's knowledge and belief, threatened against or affecting any Borrower, any Borrower's business or the Collateral, except actions, suits and proceedings fully covered by insurance and heretofore fully disclosed in writing to Lender or which if resolved adversely to Borrower would not have a material adverse effect on any Borrower or the Collateral. No Borrower is in default with respect to any order, writ, injunction, decree or demand of any court or any governmental authority affecting any such Borrower or the Collateral.

6.4 Financial Statements. All statements, financial or otherwise, submitted to Lender in connection with the loan evidenced by the Notes ("Loan") are true, correct and complete in all material respects, and all such financial statements have been prepared in accordance with generally accepted accounting principles consistently applied (or other basis of accounting practices permitted by Lender) and fairly present the financial condition of the parties or entities covered by such statement as of the date thereof. Since the date thereof, no Borrower has experienced any material, adverse change in its finances, business, operations, affairs or prospects.

6.5 Title to Collateral. Each Borrower represents that Borrower has good and clear record and marketable title to the Collateral, free of all liens, encumbrances or restrictions other than the exceptions reflected in the title policies heretofore delivered to and approved by Lender ("Permitted Encumbrances").

6.6 Compliance with Laws and Private Covenants. The Collateral complies in all material respects with all laws. Borrower has examined and are familiar with the Permitted Encumbrances and there now exists no material violation thereof. Borrower has

no notice that any of the Improvements are inconsistent with any easement over the Collateral or encroach upon adjacent property.

6.7 Hazardous Waste. To the best knowledge and belief of Borrower, no release of any hazardous waste or hazardous substance (as defined under applicable laws) is present on, in, under, or at the Collateral, nor has any Borrower received any notice from any governmental agency or from any other person with respect to any such hazardous waste or substance.

7. **Ratification**. Except as expressly modified herein, all of the terms, covenants, conditions, and stipulations of the Term Loan Documents shall remain in full force and effect and are hereby ratified and confirmed by the Borrower.

"BORROWER:"

Ronald W Baker [SEAL]
Ronald W. Baker

Doris M. Baker [SEAL]
Doris M. Baker

STATE OF ALABAMA)
COUNTY OF St. Clair)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Ronald W. Baker and wife Doris M. Baker, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11th day of October, 2006.

Jessica L Waldrop
Notary Public

My Commission Expires: 4/26/2010

"LENDER:"

PROTECTIVE LIFE INSURANCE COMPANY

By: Charles M. Prior [SEAL]
Name: Charles M. Prior
Its: V.P. Investments


STATE OF ALABAMA)
 :
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Charles M. Prior, whose name as V.P. Investments of Protective Life Insurance Company, a Tennessee 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 on the day the same bears date.

Given under my hand and official seal this 16th day of October, 2006.

Linda C. Gerstein
Notary Public

My Commission Expires: April 2, 2010


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Shelby Cnty Judge of Probate, AL
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