

## SECOND LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement") made this 13<sup>th</sup> day of JULY, 2007 between **DESIGN RESOURCE CENTER, LLC**, an Alabama limited liability company ("Borrower") and **SOUTHPOINT BANK** ("Lender"), amends and supplements (1) the Future Advance Mortgage (hereinafter "Mortgage") in the amount of Seven Hundred Fifty Thousand and NO/100 (\$750,000.00) Dollars dated July 27, 2006 and recorded in Instrument #20060804000377980, and Assignment of Rents, Leases and Profits (Hereinafter "Assignment of Rents and Leases") dated July 27, 2006 and recorded in Instrument #20060804000377990, in the Office of the Judge of Probate of Shelby County, Alabama collectively hereinafter referred to as the "Security Instrument"), and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument (hereinafter referred to as the "Original Promissory Note"), (3) Loan Agreement and (4) Loan Modification Agreement dated February 22, 2007 and recorded in Instrument #20070301000093950 increasing the Note and Mortgage to One Million and No/100 Dollars, to-wit:

Lot 3-A, according to the Survey of Resource Center, as recorded in Map Book 24, Page 118, in the Probate Office of Shelby County, Alabama.

Said lot is more particularly described by metes and bounds as follows: Commence at the Northwest corner of the Southwest quarter of the Northwest quarter of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, and run Southerly along the West line of said Quarter-Quarter Section a distance of 428.03 feet to the point of beginning of the parcel of land herein described; thence continue along the last described course 244.92 feet; thence turn 91 degrees, 42 minutes, 25 seconds left and run Northeasterly 441.29 feet; thence turn 89 degrees, 58 minutes, 50 seconds left and run Northerly 333.87 feet; thence turn 117 degrees, 36 minutes, 16 seconds left to the tangent to a curve to the right at said point, said curve having a radius of 55.00 feet; thence run along said curve 74.18 feet to a point; thence turn 90 degrees, 00 minutes, 00 seconds left from the tangent to said curve at said point and run Southwesterly 145.63 feet; thence turn 38 degrees, 36 minutes, 15 seconds right and run 270.35 feet to the point of beginning.

Situated in Shelby County, Alabama.

Whereas, Borrower executed and delivered to Lender that certain Future Advance Mortgage, Assignment of Rents of Leases and Security Agreement (the "Security Instrument"), dated July 27, 2006 and recorded in Instrument #20060804000377980 and Assignment of Rents, Leases and Profits dated July 27, 2006 and recorded in Instrument #20060804000377990 and Loan Modification Agreement dated February 22, 2007 recorded in Instrument #20070301000093590, in the Office of the Judge of Probate of Shelby County, Alabama.

Whereas, the parties desire to modify the Mortgage by increasing the amount of future advances by the sum of One Million and No/100 Dollars (\$1,000,000.00) which shall be secured by the Security Instrument to a modified mortgage amount of Two Million and NO/100 (\$2,000,000.00) Dollars.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual promises and agreements contained herein, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of **July 13th, 2007**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$996,531.13 consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date. Lender has agreed to make a future advance of the sum of \$1,000,00.00; said amount is to be consolidated with the Unpaid Principal Balance and future advances remaining to be disbursed under the original promissory note

CLAYTON T. SWEENEY, ATTORNEY AT LAW



amount of \$750,000.00 and Loan Modification Agreement and Note dated February 22, 2007 in the amount of \$250,000.00. The future advances and the Unpaid Principal Balance on the original promissory note and Loan Modification Agreement and Note dated February 22, 2007 are to be consolidated into a Consolidated Promissory Note in the amount of \$2,000,000.00 executed by Borrower contemporaneously with the execution of this Second Loan Modification Agreement, which indebtedness is owed by the Borrower to the Lender free from any defense, counterclaim or right of set-off.

2. Borrower represents that the status of the title has not changed since the date of execution of the Security Instrument.

3. The Mortgage is hereby modified to provide that the maximum amount of future advances which shall be secured by the Mortgage shall not exceed a maximum principal amount of Two Million and NO/100 (\$2,000,000.00) Dollars, plus interest, and any disbursements made for the payment of taxes, levies or insurance on the mortgaged property. Lender shall have the right but not the obligation to make future advances to the Borrower under the Mortgage up to a cumulative or aggregate principal balance not at any one time exceeding Two Million and NO/100 Dollars (\$2,000,000.00) plus interest thereon, plus any disbursements made for the payment of taxes, levies or insurance on the mortgaged property, together with interest on any such disbursements, with all of such future advances being secured by the first lien of the Mortgage.

4. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by the Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Security Instrument without further notice or demand to the Borrower.

5. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under Security Instrument.

It is further understood and agreed that:

(a) Borrower ratifies and confirms the obligations under the Mortgage as hereby modified;

(b) Borrower remises, releases, and discharges the Lender, its affiliates, officers, directors, employees, agents and successors and assigns, individually, jointly and severally, of and from all action and actions, claims, demands whatsoever, in law or in equity:

(1) that the Borrower ever had or now has, whether known or unknown through the date of this Agreement; and

(2) which may accrue, directly or indirectly, arising out of or in connection with the Mortgage or any document executed in connection with the Mortgage, or any actions, inactions, or conduct of the Borrower or Lender or any of their respective affiliates, agents, officers, directors, employees, and successors and assigns, occurring, in whole or in part, through the date of this Agreement.



6. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Original Promissory Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound, by and comply with, all of the terms and provisions thereof, as amended by this Agreement.

IN WITNESS WHEREOF, the undersigned borrower has caused this loan modification agreement to be executed on this the 13th day of July, 2007.

BORROWER (Mortgagor, Debtor):

WITNESS:

DESIGN RESOURCE CENTER, LLC  
By its Manager

\_\_\_\_\_

By: ISSAC DAVID  
ISSAC DAVID, Manager

By its Member  
INTERNATIONAL INVESTMENTS, LLC

By: ISSAC DAVID  
ISSAC DAVID,  
Its Manager and Member

STATE OF ALABAMA     )  
                                     :  
COUNTY OF JEFFERSON    )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that ISSAC DAVID, whose name as Manager of DESIGN RESOURCE CENTER, LLC., an Alabama 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 the instrument, he, in his capacity as such manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 13th day of July, 2007.

NOTARY PUBLIC

My commission expires: 6-5-2011



STATE OF ALABAMA     )  
                                     :  
COUNTY OF JEFFERSON   )

20070730000353770 4/4 \$1520.00  
Shelby Cnty Judge of Probate, AL  
07/30/2007 02:33:28PM FILED/CERT

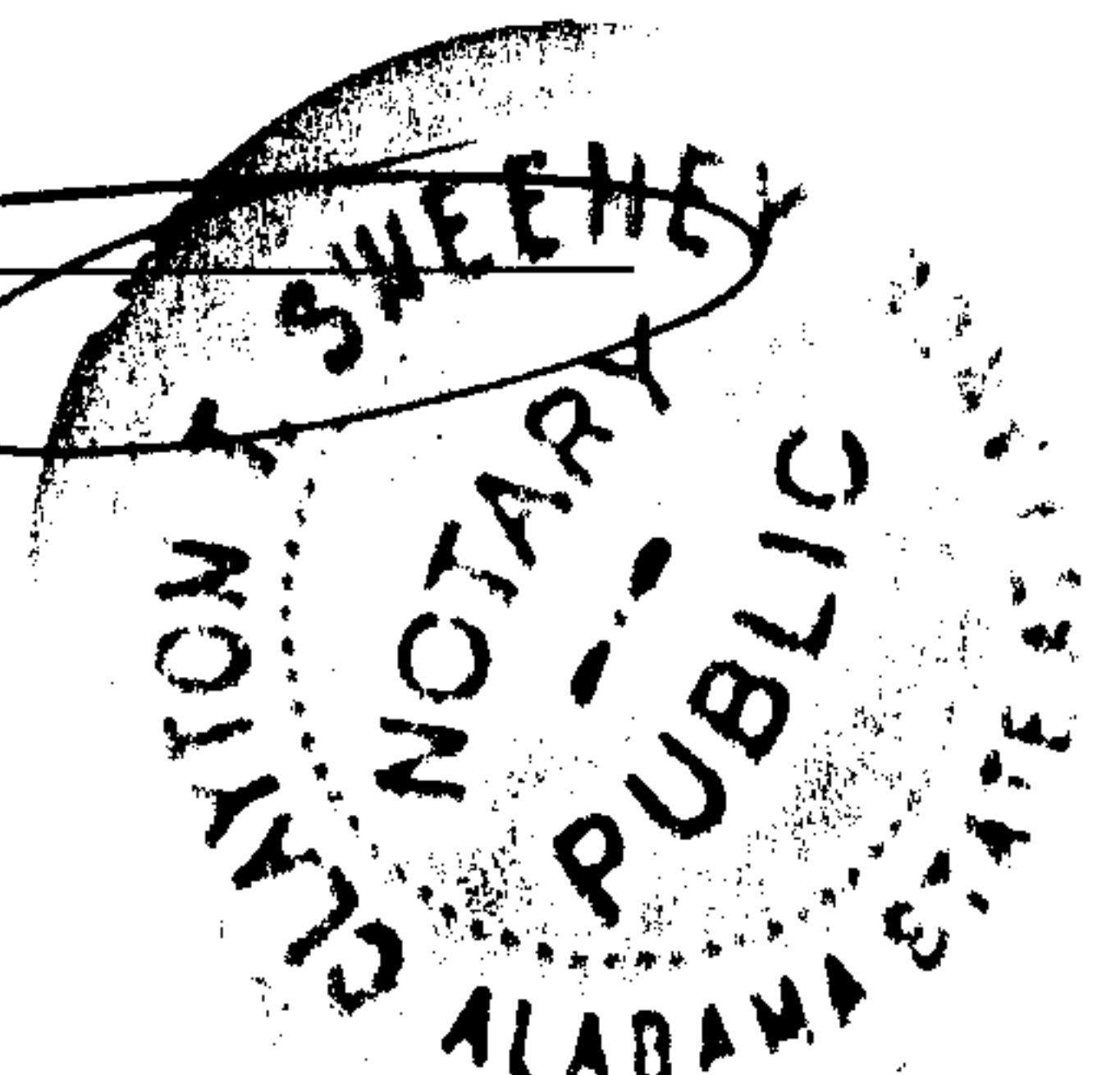
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that ISSAC DAVID, whose name as Member and Manager of INTERNATIONAL INVESTMENTS, LLC, an Alabama limited liability company, in its capacity as Member of DESIGN RESOURCE CENTER, LLC, an Alabama limited liability company, 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 the instrument, he, in his capacity as such member and manager and with full authority, executed the same voluntarily for and as the act of said limited liability company acting in its capacity as member of said limited liability company.

Given under my hand and official seal this 13th day of July, 2007.

My commission expires:

6-5-2011

NOTARY PUBLIC



Lender joins in the execution of this Loan Modification Agreement to grants its consent to the terms contained herein.

WITNESS:

SOUTHPOINT BANK

By:

Gene Giattina  
Its: Executive Vice President

STATE OF ALABAMA     )  
                                     :  
COUNTY OF JEFFERSON   )

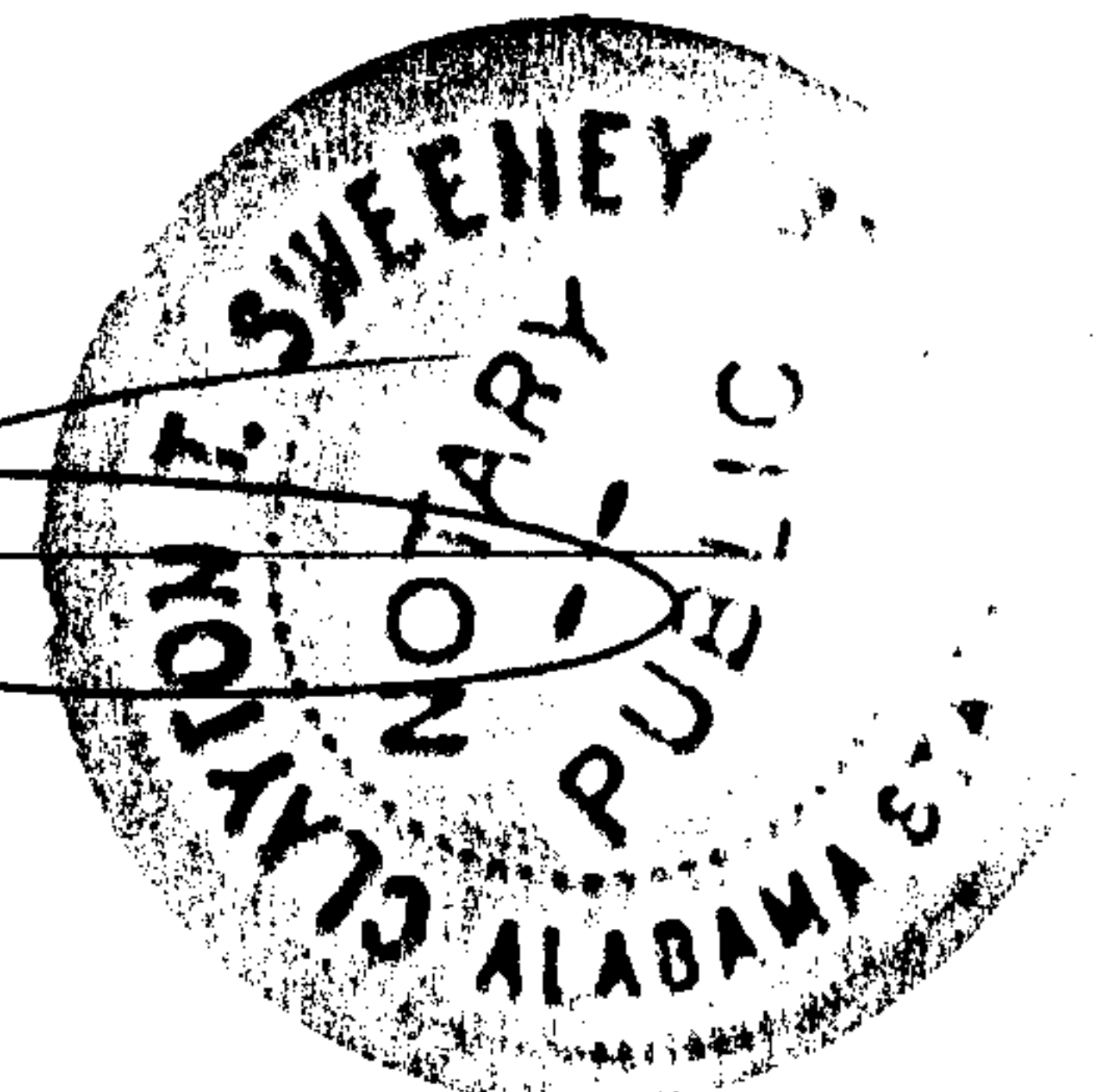
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Gene Giattina, whose name as Executive Vice President of Southpoint Bank, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents 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 and official seal this 13th day of July, 2007.

My commission expires:

6-5-2011

NOTARY PUBLIC



This Instrument prepared by:  
Clayton T. Sweeney  
Attorney At Law  
2700 Highway 280 East Suite 160  
Birmingham, AL 35223