


NOTE TO PROBATE COURT: THE TOTAL INDEBTEDNESS SECURED HEREBY IS LIMITED TO \$12,138,083.00, THE AMOUNT BEING ADVANCED AT CLOSING. SEE MORTGAGE TAX ORDER ATTACHED HERETO.

STATE OF ALABAMA)

SHELBY COUNTY)


20080104000005900 1/10 \$39.00
Shelby Cnty Judge of Probate, AL
01/04/2008 04:11:25PM FILED/CERT

FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

THIS FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT ("this Amendment") dated as of January 1, 2008 is entered into by **OAK MOUNTAIN PROPERTIES, LLC**, an Alabama limited liability company and **PELHAM PROPERTIES, LLC**, an Alabama limited liability company (collectively, the "Mortgagor"), in favor of **REGIONS BANK**, an Alabama banking corporation, successor by merger to AmSouth Bank (the "Bank").

Recitals

A. Luxor Management Company, Inc., an Alabama corporation (the "Account Party") and the Bank did enter into a Credit Agreement dated April 1, 2003 and in connection therewith, Mortgagor executed a mortgage and security agreement dated April 1, 2003 in favor of the Bank and recorded on April 28, 2003 as Instrument Number 20030428000257000 in the Office of the Judge of Probate of Shelby County, Alabama (the "Mortgage").

B. Concurrently herewith, the Account Party will issue its \$20,000,000 aggregate principal amount of Variable/Fixed-Rate Notes, Series 2008 (the "Series 2008 Notes") pursuant to a Trust Indenture dated January 1, 2008 (the "Indenture") between the Account Party and the Bank (in such capacity, the "Trustee"). The Series 2008 Notes will be issued to refinance existing indebtedness, to fund certain capital expenditures and to pay related financing and closing costs.

C. The Account Party has requested the Bank to issue an irrevocable letter of credit (the "Letter of Credit") in favor of the Trustee to enable the Trustee to pay debt service on the Series 2008 Notes and the purchase price of Series 2008 Notes tendered for purchase in accordance with the terms of the Indenture.

D. The Letter of Credit will be issued by the Bank pursuant to an Amended and Restated Credit Agreement dated January 1, 2008 (the "Credit Agreement") between the Account Party and the Bank, whereby the Account Party will agree, among other things, to reimburse the Bank for all amounts drawn by the Trustee pursuant to the Letter of Credit.

E. As additional security for the Account Party's obligations under the Credit Agreement, certain affiliates of the Account Party shall execute Mortgages to Secure Present and Future Obligations/Mortgages and Security Agreements dated January 1, 2008 or amend

outstanding Mortgages to Secure Present and Future Obligations/Mortgages and Security Agreements, including the Mortgage, in favor of the Bank.

F. The Bank has agreed to amend the Mortgage, subject to the terms and conditions hereof.

Agreement

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Mortgagor and the Bank hereby agree and the Mortgage is hereby amended as follows:

1. Rules of Construction. For the purposes of this Amendment, the rules of construction shall be the same as set forth in the Mortgage.

2. Amendments.

(a) The following definitions in Section 1.1 of the Mortgage shall be amended as follows:

"Accommodation Parties" shall be amended to mean "Centerpoint Properties, LLC, Huffman Properties, LLC, Leeds Properties, LLC, Montclair Properties, LLC, Oak Mountain Properties, LLC, Pelham Properties, LLC, Pell City Properties, LLC, Talladega Lands, LLC, Trussville Lands, LLC and Valley Avenue Properties, LLC all Alabama limited liability companies, St. Peter Properties, L.L.C., Admiral Doyle Properties, L.L.C., Johnston Properties, L.L.C. and Union Properties, L.L.C., all Louisiana limited liability companies, and their successors and assigns."

"Alabama Assignments of Rents and Leases" shall be amended to mean "those certain Absolute Assignments of Rents and Leases executed by the Alabama Mortgagors in favor of the Bank, including any and all amendments thereto."

"Alabama Mortgages" shall be amended to mean "those certain Mortgage and Security Agreements executed by the Alabama Mortgagors in favor of the Bank, including any and all amendments thereto."

"Alabama Mortgagors" shall be amended to mean "Centerpoint Properties, LLC, Huffman Properties, LLC, Leeds Properties, LLC, Montclair Properties, LLC, Oak Mountain Properties, LLC, Pelham Properties, LLC, Pell City Properties, LLC, Valley Avenue Properties, LLC, Talladega Lands, LLC, and Trussville Lands, LLC, each an Alabama limited liability company, and their successors and assigns."

"Bank" shall be amended to mean "Regions Bank, an Alabama banking corporation, as successor by merger to AmSouth Bank, and its successors and assigns."

"Credit Agreement" shall be amended to mean "that certain Amended and Restated Credit Agreement dated January 1, 2008 between the Account Party and the Bank."

"Guaranty Agreement" shall be amended to mean "that certain Amended and Restated Credit Guaranty Agreement dated January 1, 2008 executed by the Guarantor in favor of the Bank."

"Indenture" shall be amended to mean "that certain Trust Indenture dated January 1, 2008 between the Account Party and the Trustee."

"Louisiana Assignment of Rents and Leases" shall be amended to mean "those certain Assignments of Rents and Leases executed by the Louisiana Mortgagors in favor of the Bank, including any and all amendments thereto."

"Louisiana Mortgages" shall be amended to mean "those certain Mortgages to Secure Present and Future Obligations, executed by the Louisiana Mortgagors in favor of the Bank, including any and all amendments thereto."

"Louisiana Mortgagor" shall be amended to mean "St. Peter Properties, L.L.C., Admiral Doyle Properties, L.L.C., Johnston Properties, L.L.C. and Union Properties, L.L.C., all Louisiana limited liability companies, and their successors and assigns."

"Notes" shall be amended to mean "the \$20,000,000 aggregate principal amount of Variable/Fixed Rate Notes, Series 2008 issued by the Account Party pursuant to the Indenture."

"Trustee" shall be amended to mean "Regions Bank, an Alabama banking corporation, in its capacity as trustee under the Indenture, and its successors and assigns."

3. Definitions.

(a) Capitalized terms not otherwise defined herein shall have the meanings assigned them in the Mortgage.

(b) All references in the Mortgage and this Amendment to "this Mortgage" shall refer to the Mortgage, as amended of even date herewith.

(c) All references in the Mortgage to any other document executed in connection with the Credit Agreement and the Letter of Credit, shall refer to such document as amended in connection with this Amendment and as such document may hereafter be amended.

4. Reaffirmance of Representations and Warranties. The Mortgagor hereby represents and warrants that (i) all of the representations and warranties set out in the Mortgage are true and correct as of the date hereof, (ii) they are in compliance with all the terms and provisions set forth in the Mortgage on their part to be observed and performed, and (iii) no Event of Default, nor any event which upon notice or lapse of time or both would constitute such an Event of Default has occurred and is continuing.

5. Consents, Registrations, Approvals, etc. No registration with or consent or approval of, or other action by, any governmental authority is required for the execution, delivery and performance of this Amendment, the Letter of Credit or any of the other Financing Documents by the Mortgagor.

6. Mortgage to Remain. Except as expressly modified and amended, the Mortgage shall remain in full force and effect in accordance with its terms.

7. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall constitute an original, but when taken together shall constitute but one agreement and any party may execute this Amendment by executing any one or more such counterparts.

8. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Alabama.

9. Headings. The headings and captions used in this Amendment are for purposes of convenient reference only and shall not limit or define the meaning of any provision of this Amendment.

10. Enforceability. If any provision of this Amendment is now or at any time hereafter becomes invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and the remaining provisions hereof shall be construed in favor of the Bank to effectuate the provisions hereof.

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20080104000005900 4/10 \$39.00
Shelby Cnty Judge of Probate, AL
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IN WITNESS WHEREOF, the undersigned Mortgagor has caused this instrument to be executed by its duly authorized member on the date set forth below said member's acknowledgment.

OAK MOUNTAIN PROPERTIES, LLC

By 

Name: Donovan H. Gravlee, Jr.

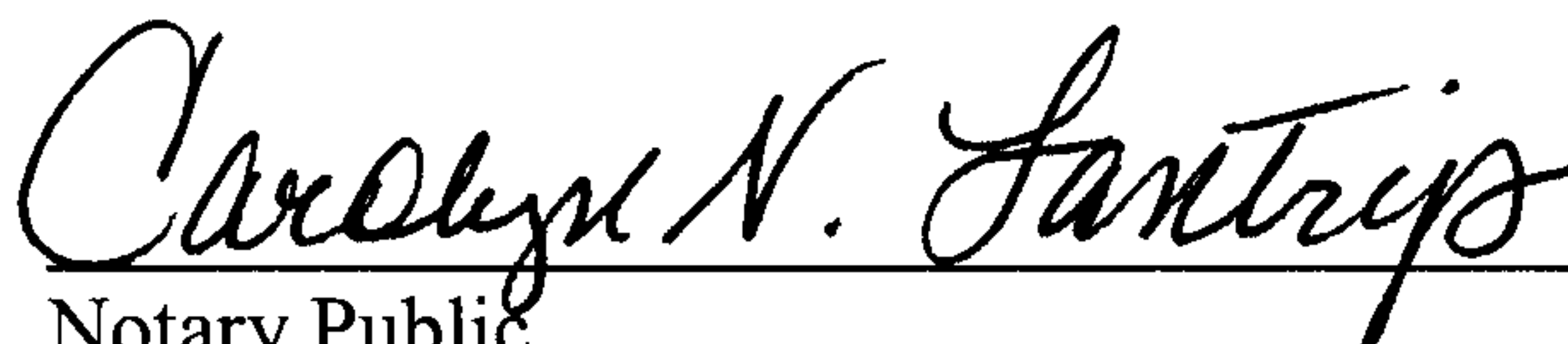
Its: Sole Member

STATE OF ALABAMA)

JEFFERSON COUNTY)


I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Donovan H. Gravlee, Jr., whose name as sole member of Oak Mountain Properties, 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 said instrument, he, as such general partner and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal, this the 21st day of December, 2007.


Notary Public

AFFIX SEAL

My commission expires: _____


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Shelby Cnty Judge of Probate, AL
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My Commission Expires September 22, 2009

IN WITNESS WHEREOF, the undersigned Mortgagor has caused this instrument to be executed by its duly authorized member on the date set forth below said member's acknowledgment.

PELHAM PROPERTIES, LLC


By

Name: Donovan H. Gravlee, Jr.

Its: Sole Member

STATE OF ALABAMA)

JEFFERSON COUNTY)


20080104000005900 6/10 \$39.00
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I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Donovan H. Gravlee, Jr., whose name as sole member of Pelham Properties, 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 said instrument, he, as such general partner and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal, this the 21st day of December, 2007.

Carolyn N. Saxtrip
Notary Public

AFFIX SEAL

My commission expires: _____

My Commission Expires September 29, 2010

IN WITNESS WHEREOF, the undersigned Bank has caused this instrument to be executed by its duly authorized representative on the date set forth below said representative's acknowledgment.



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REGIONS BANK

By: [Signature]
Name: Hunter Hill
Title: Assistant Vice President

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Hunter Hill, whose name as Assistant Vice President of Regions 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 said instrument, he, as such Officer and with full authority, executed the same voluntarily for and as the act of said banking corporation.

Given under my hand and official seal, this the 21st day of December, 2007.

[Signature: Carolyn N. Saxtrip]

Notary Public

AFFIX SEAL

My commission expires: _____

My Commission Expires September 28, 2010

This instrument was prepared by:


Julia G. Bernstein
MAYNARD, COOPER & GALE, P.C.
2400 Regions Harbert Plaza
1901 Sixth Avenue North
Birmingham, Alabama 35203-2618
(205) 254-1000

BEFORE THE ALABAMA DEPARTMENT OF REVENUE

In re:

REGIONS BANK,
Petitioner.

§ A proceeding authorized
§ by Section 40-22-2(2) and (8),
§ CODE OF ALABAMA (1975)
§
§
§


20080104000005900 8/10 \$39.00
Shelby Cnty Judge of Probate, AL
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MORTGAGE TAX ORDER

Comes now, Regions Bank, an Alabama banking corporation (the "Petitioner"), and in its Supplemental Petition for Ascertainment of Mortgage Tax asks the Department of Revenue to fix and determine the amount of mortgage privilege tax due pursuant to Section 40-22-2(2) and (8), CODE OF ALABAMA 1975, for the privilege of recording those certain five (5) substantially identical First Amendments to Mortgage and Security Agreement executed by Oak Mountain Properties, LLC, Pelham Properties, LLC, Pell City Properties, LLC, Valley Avenue Properties, LLC, Talladega Lands, LLC and Trussville Lands, LLC, each dated as of January 1, 2008 and that certain Second Amendment to Mortgage and Security Agreement executed by Centerpoint Properties, LLC, Huffman Properties, LLC, Montclair Properties, LLC and Leeds Properties, LLC dated as of January 1, 2008 (collectively, the "Mortgage"), which along with other security documents (collectively, the "Security Documents") cover real and personal property and fixtures located both inside and outside the State of Alabama.

Upon consideration of the Petition and evidence offered in support thereof, the Alabama Department of Revenue finds as follows:

1. That the Mortgage and the other Security Documents secure a maximum principal indebtedness in the amount of \$12,138,083.00.
2. That the value of all property and fixtures covered by the Mortgage and the Security Documents located in all states is \$14,330,000.00.
3. That the value of all property and fixtures covered by the Mortgage and Security Documents and located inside of the State of Alabama is \$9,640,000.00, or 67.27% of the total value of all property and fixtures located in all states.
4. That the amount of indebtedness secured by the Mortgage and subject to the Alabama mortgage recordation privilege tax is \$8,165,288.43 (\$8,165,300.00).
5. That based on the foregoing allocation, Alabama mortgage filing privilege tax in the amount of \$244.05 is due on the indebtedness secured by the Mortgage.
6. That so long as the aggregate principal amount of Indebtedness at any one time outstanding as secured by the Mortgage does not exceed \$12,138,083.00, no additional

mortgage recording tax will be due, although the Petitioner shall be required to comply with the reporting requirements of Section 40-22-2(2)b, CODE OF ALABAMA 1975, as amended.

7. That the bond required under Section 40-22-2(2), CODE OF ALABAMA 1975 was issued in connection with the transaction relating to the mortgage tax petition that is being supplemented by the Petition and, thus, no additional bond will be required.

IT IS, THEREFORE, ORDERED that the mortgage privilege tax in the amount of \$244.05, plus any recording fees which may be due, shall be paid to the Judge of Probate of the first Alabama county in which the Mortgage is filed for record, and thereafter allocated to the other counties in which the properties and fixtures covered by the Mortgages are located, in accordance with the percentages set forth in Exhibit A, and no additional recording tax will be due and payable notwithstanding the fact that advances are made from time to time, and repaid and borrowed, under the Indebtedness secured by the Mortgage, so long as the maximum principal amount of such indebtedness secured by the Mortgage does not exceed \$12,138,083.00. IT IS FURTHER ORDERED that the Petitioner abide by the reporting requirements of §40-22-2(2)b, CODE OF ALABAMA 1975, as amended, as to any additional indebtedness incurred with respect to the Mortgage.

DONE this 5th day of December, 2007.

STATE OF ALABAMA DEPARTMENT
OF REVENUE

Attest:

By: Cynthia Underwood
Assistant Commissioner of Revenue

[Signature]
Secretary

[Signature]
Legal Division: K. Elizabeth Jehle



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EXHIBIT A

County	Value	Percent
Jefferson County	\$5,940,000.00	61.62%
Talladega County	\$800,000.00	8.30%
St. Clair County	\$825,000.00	8.56%
Shelby County	\$2,075,000.00	21.52%
TOTALS	\$9,640,000.00	100%