

Note to Judge of Probate: Mortgage filing privilege taxes have previously been paid on indebtedness in the amount of \$1,800,000.00 in connection with the recordation of that certain Mortgage dated March 28, 2008 and recorded with the Office of the Judge of Probate of Shelby County, Alabama, as Instrument # 20080403000136620.

**FIRST AMENDMENT TO MORTGAGE
AND OTHER CREDIT DOCUMENTS**

THIS FIRST AMENDMENT TO MORTGAGE AND OTHER CREDIT DOCUMENTS (this "Amendment") is made as of June 6th, 2008 (the "Effective Date"), by **WATERFORD, L.L.C.**, an Alabama limited liability company (the "Borrower"), in favor of **FIRST AMERICAN BANK**, an Alabama banking corporation (the "Lender").

Recitals

A. The Borrower and the Lender have previously entered into that certain Credit Agreement dated March 28, 2008 (the "Credit Agreement"), pursuant to which the Lender agreed to make a loan (the "Loan") to the Borrower in the original maximum principal amount of \$1,800,000.00. The Loan is evidenced by that certain Master Note dated March 28, 2008 executed by the Borrower in favor of the Lender in said principal amount (the "Original Note").

B. The Loan is secured by, among other things: (i) a lien on the Borrower's interest in certain real estate located in Shelby County, Alabama (the "Property"), pursuant to that certain Mortgage dated March 28, 2008 and recorded in the Office of the Judge of Probate of Shelby County, Alabama as Instrument # 20080403000136620 (the "Mortgage"); (ii) an absolute assignment of the Borrower's interest in the rents and leases associated with the Property, pursuant to that certain Absolute Assignment of Rents and Leases dated March 28, 2008 and recorded in the Office of the Judge of Probate of Shelby County, Alabama as Instrument # 20080403000136640 (the "Assignment") and (iii) that certain Cross-Collateralization and Cross-Default Agreement dated March 28, 2008 and recorded in the Office of the Judge of Probate of Shelby County, Alabama as Instrument # 20080403000136630 (the "Cross-Default Agreement").

C. The Borrower has requested that the Lender make available additional credit to the Borrower under the Credit Agreement in an amount equal to \$600,000.00.

D. To induce the Lender to make available additional credit to the Borrower and amend certain other provisions under the Credit Documents, the Borrower has agreed to execute and deliver this Amendment to the Lender and, simultaneously herewith, execute (i) a First Amendment to Credit Agreement and (ii) Amended and Restated Master Note in favor of the Lender in the principal amount of \$2,400,000.00 (the "Amended and Restated Note," together with the Original Note, the "Note").

E. The Lender has agreed to such request, subject to the terms and conditions hereof.

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 have the respective meanings attributed thereto in the Mortgage, as amended by this Amendment.

2. The first two (2) paragraphs under the section of the Mortgage titled "Recitals" are hereby deleted and replaced in their entirety with the following:

Capitalized terms used in these Recitals have the meanings defined for them above or in Section 1.2. The Borrower has requested that the Lender extend Credit to the Borrower under the Credit Documents in the maximum principal amount of \$2,400,000.00, plus interest. To secure the Obligations, and to induce the Lender to extend such Credit, the Borrower has agreed to execute this Agreement.

This is a **FUTURE ADVANCE MORTGAGE**. The Obligations secured by this Agreement include (a) a non-revolving line of credit to be made available by the Lender to the Borrower under the Credit Documents, pursuant to which advances may be made from time to time, and (b) all other indebtedness, obligations and liabilities of the Borrower to the Lender, due or to become due, and now existing or hereafter incurred, contracted or arising.

3. Exhibit B to the Mortgage is hereby deleted and replaced in its entirety with the Revised Exhibit B (Mortgage) attached hereto.

4. Exhibit B to that certain Environmental Indemnity Agreement dated March 28, 2008 executed by the Borrower and John G. Reamer, Jr. in favor of the Lender is hereby deleted and replaced in its entirety with the Revised Exhibit B (EIA) attached hereto.

5. Exhibit B to the Cross Default Agreement is hereby deleted and replaced in its entirety with the Revised Exhibit B (Cross Default Agreement) attached hereto.

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, each of the Credit Documents, including the Mortgage, the Assignment and the Cross Default Agreement, 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 Note shall remain in full force and effect, as modified hereby, and all of the Property described

in the Mortgage, the Assignment and the Cross Default Agreement, 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 Note and all other indebtedness described therein; and the Borrower agrees that as to such Property, nothing contained in this Amendment shall be construed to constitute a novation of the indebtedness evidenced by the Note, 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 Note; (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 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 represents and warrants that all representations and warranties made in the Credit Agreement are true and correct as of the date of this Agreement, and no Event of Default, as said term is defined in the Credit Agreement, or circumstances that with notice or lapse of time or both would constitute an Event of Default thereunder, has occurred or is continuing.

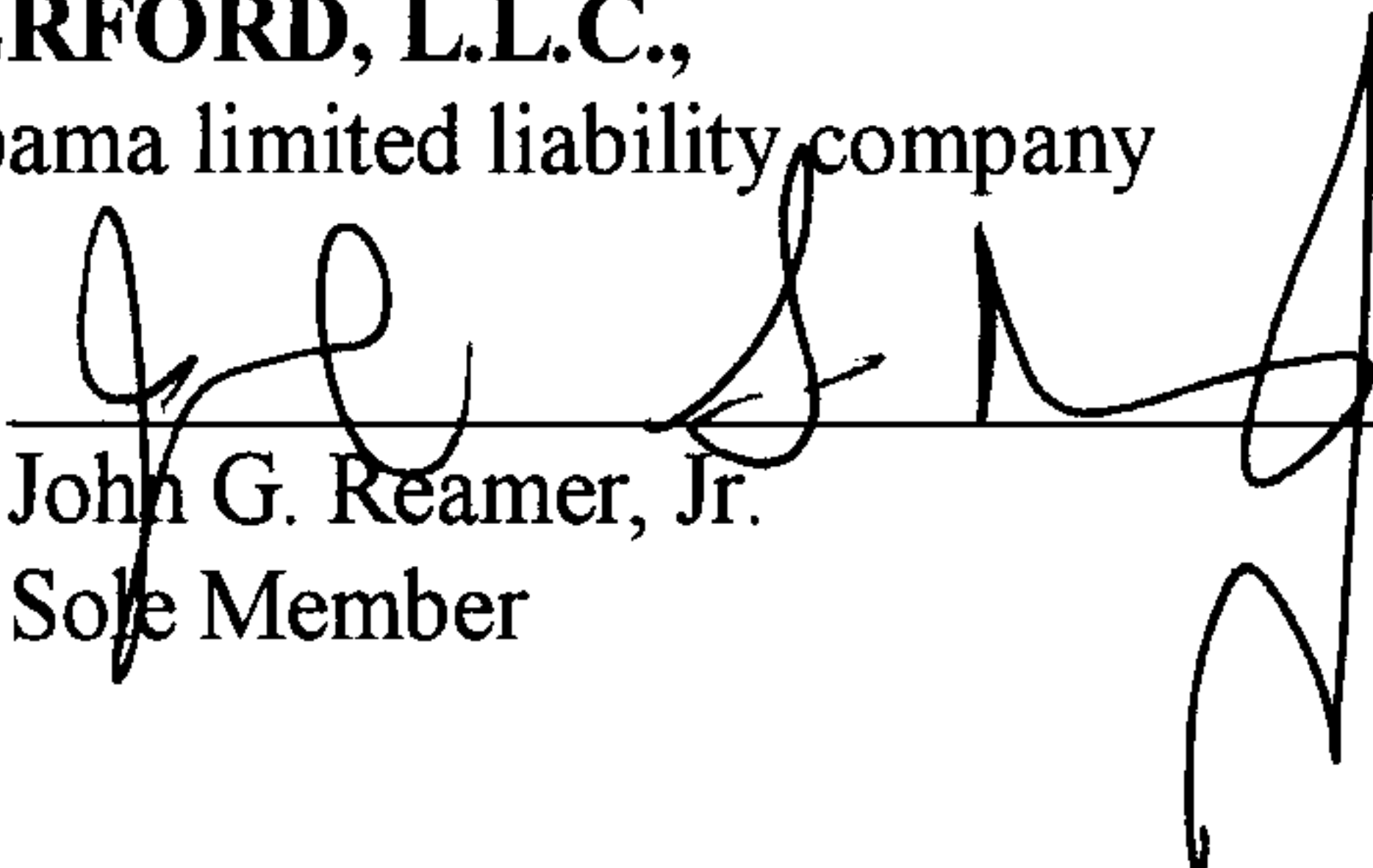
10. Any provision of this Amendment or any other Credit Document referenced herein that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or thereof or affecting the validity or enforceability of such provision in any other jurisdiction.

[Signature(s) on following page(s)]

IN WITNESS WHEREOF, the undersigned has executed this Amendment or caused this Amendment to be executed in its name and on its behalf by its duly authorized representative, all as of the date first set forth above.

BORROWER/INDEMNITOR:

WATERFORD, L.L.C.,
an Alabama limited liability company

By: 
Name: John G. Reamer, Jr.
Its: Sole Member

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that John G. Reamer, Jr., whose name as the Sole Member of Waterford, L.L.C., 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 representative 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 6th day of June, 2008.

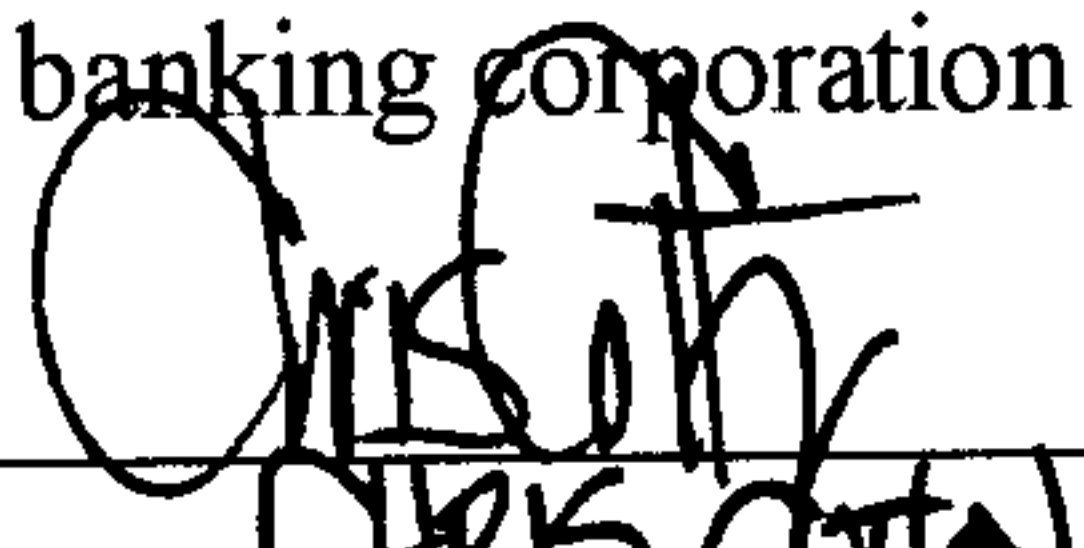

Notary Public

AFFIX SEAL

My commission expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 16, 2011
BONDED THRU NOTARY PUBLIC UNDERWRITERS

LENDER:

FIRST AMERICAN BANK,
an Alabama banking corporation

By: 
Name: CHRIS COTTON
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 Chris Cotton, whose name as Sr. Vice President of First American 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/she, 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 6th day of June, 2008.


Notary Public

[AFFIX SEAL]

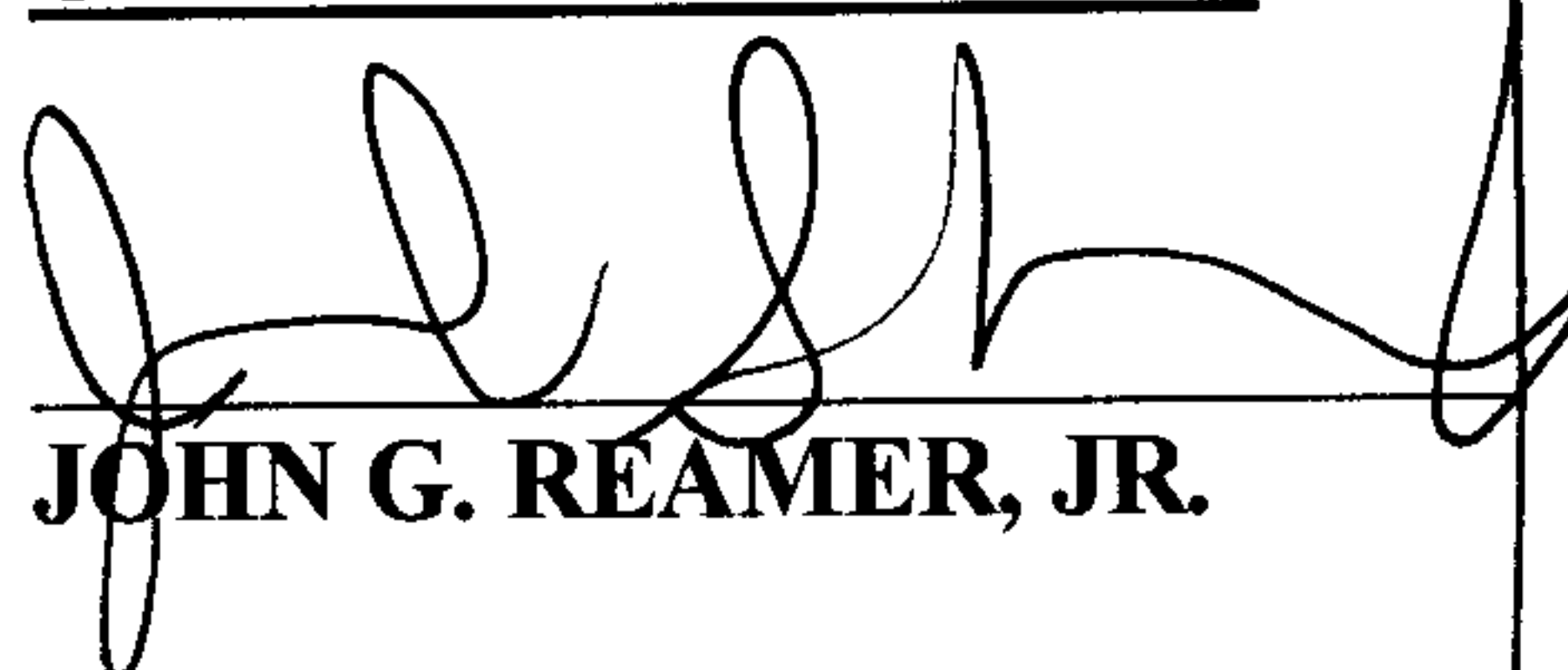
My commission expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 16, 2011
BONDED THRU NOTARY PUBLIC UNDERWRITERS



20080619000251690 6/9 \$935.00
Shelby Cnty Judge of Probate, AL
06/19/2008 02:54:07PM FILED/CERT

OTHER INDEMNITORS:


JOHN G. REAMER, JR.

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that John G. Reamer, Jr., whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 6th day of June, 2008.


Notary Public

[AFFIX SEAL]

My commission expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 16, 2011
~~BONDED THRU NOTARY PUBLIC UNDERWRITERS~~

REVISED EXHIBIT B (Mortgage)

(Credit Documents)

The “**Credit Documents**” referred to in this Agreement include this Agreement, as amended from time to time, and the following:

- 1) Credit Agreement March 28, 2008 executed by the Borrower and the Lender, as it may be amended from time to time.
- 2) Amended and Restated Master Note dated the date of the First Amendment to Credit Agreement in the principal amount of Two Million Four Hundred Thousand and No/100 Dollars (\$2,400,000.00), executed by the Borrower in favor of the Lender.
- 3) Absolute Assignment of Rents and Leases dated March 28, 2008 executed by the Borrower in favor of the Lender.
- 4) Guaranty Agreement dated March 28, 2008 executed by John G. Reamer, Jr. in favor of the Lender.
- 5) Environmental Indemnity Agreement dated March 28, 2008 executed by the Borrower and John G. Reamer, Jr. in favor of the Lender, as it may be amended from time to time.
- 6) Cross-Collateralization and Cross-Default Agreement dated March 28, 2008 executed by the Borrower and the Lender, as it may be amended from time to time.

REVISED EXHIBIT B (EIA)

(Credit Documents)

The "**Credit Documents**" referred to in this Agreement include this Agreement, as amended from time to time, and the following:

- 1) Credit Agreement March 28, 2008 executed by the Borrower and the Lender, as it may be amended from time to time.
- 2) Amended and Restated Master Note dated the date of the First Amendment to Credit Agreement in the principal amount of Two Million Four Hundred Thousand and No/100 Dollars (\$2,400,000.00), executed by the Borrower in favor of the Lender.
- 3) Absolute Assignment of Rents and Leases dated March 28, 2008 executed by the Borrower in favor of the Lender.
- 4) Guaranty Agreement dated March 28, 2008 executed by John G. Reamer, Jr. in favor of the Lender.
- 5) Environmental Indemnity Agreement dated March 28, 2008 executed by the Borrower and John G. Reamer, Jr. in favor of the Lender, as it may be amended from time to time.
- 6) Cross-Collateralization and Cross-Default Agreement dated March 28, 2008 executed by the Borrower and the Lender, as it may be amended from time to time.

REVISED EXHIBIT B (Cross Default Agreement)

(Second Loan Documents)

The "Second Loan Documents" referred to in this Agreement include this Agreement and the following:

- 1) Credit Agreement March 28, 2008 executed by the Borrower and the Lender, as it may be amended from time to time.
- 2) Amended and Restated Master Note dated the date of the First Amendment to Credit Agreement in the principal amount of Two Million Four Hundred Thousand and No/100 Dollars (\$2,400,000.00), executed by the Borrower in favor of the Lender.
- 3) Absolute Assignment of Rents and Leases dated March 28, 2008 executed by the Borrower in favor of the Lender.
- 4) Guaranty Agreement dated March 28, 2008 executed by John G. Reamer, Jr. in favor of the Lender.
- 5) Environmental Indemnity Agreement dated March 28, 2008 executed by the Borrower and John G. Reamer, Jr. in favor of the Lender, as it may be amended from time to time.
- 6) Cross-Collateralization and Cross-Default Agreement dated March 28, 2008 executed by the Borrower and the Lender, as it may be amended from time to time.