

STATE OF ALABAMA

SHELBY COUNTY

LOAN MODIFICATION AGREEMENT

This Agreement is by and between **ADI Fabricators, Inc., an Alabama corporation** ("ADI"), **Five Star Investments, LLC, an Alabama Limited Liability Company** ("Borrower"), and **Kelly W. Byers and Bradley H. Byers** ("Guarantors").

WHEREAS, Borrower is indebted to ADI on a "loan", as evidenced by a Balloon Real Estate Mortgage Note, Purchase Money Mortgage, and personal Continuing Guaranty Agreement, all executed and dated December 12, 2005, said Mortgage recorded in Instrument #20051212000641220, in the Office of the Judge of Probate of Shelby County, Alabama.

WHEREAS, Borrower and ADI desire to modify the terms of payment and interest rate of said purchase money mortgage note obligation and loan as set forth herein.

NOW THEREFORE, for and in consideration of the premises, Borrower and ADI agree that the terms of payment and interest rate of the purchase money mortgage note obligation and loan are modified as follows:

The current balance of the purchase money mortgage note obligation and loan amount is SIX HUNDRED NINETY THREE THOUSAND SIX HUNDRED SIXTY NINE AND 34 DOLLARS (\$693,669.34). This loan balance will be paid at the reduced interest rate of six and one-half percent (6-1/2%) per annum. Principal and interest shall be due and payable at Calera, Alabama, or such other place as the note holder may designate, in one hundred eighty (180) consecutive monthly installments of SIX THOUSAND FORTY TWO AND 60/100 DOLLARS (\$6,042.60) on or before the twelfth (12th) day of each month, beginning May 12, 2009, with one (1) final payment of the remaining indebtedness, if not sooner paid, being due and payable on May 12, 2019. (Payment of the indebtedness stated herein is to be paid in monthly installments of SIX THOUSAND FORTY TWO AND 60/100 DOLLARS (\$6,042.60) amortized over a period of fifteen (15) years, but to be paid with one (1) final balloon payment of the entire unpaid balance of THREE HUNDRED EIGHT THOUSAND EIGHT HUNDRED THIRTY AND 34/100 DOLLARS (\$308,830.34), and the accrued interest due at the end of one hundred twenty (120) months). All payments shall be applied first to interest on the unpaid balance of principal and the balance to principal. All other terms, conditions and collateral of the purchase money mortgage note obligation and loan herein referenced shall be made a part of this modification agreement and control the repayment terms thereof.

Except as modified herein, all of the terms and conditions of the purchase money mortgage note obligation and loan, the Balloon Real Estate Mortgage Note, Purchase Money Mortgage, and personal Continuing Guaranty Agreement, and any and all other instruments executed in connection with said original loan, shall remain in full force and effect.

The loan obligation as referenced in this agreement is not a new loan obligation, but merely an amendment of the original loan obligation owing to ADI Fabricators, Inc. The loan obligation of Five Star Investments, LLC continues to be secured by the purchase money mortgage referenced hereinabove as well as the personal guaranty agreement of Kelly W. Byers and Bradley H. Byers.



20090428000155080 2/3 \$17.00
Shelby Cnty Judge of Probate, AL
04/28/2009 11:50:23 AM FILED/CERT

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed effective the 24th day of April, 2009.

ADI Fabricators, Inc., an Alabama corporation

BY: Gene Ernest
Gene Ernest

Its: President

Five Star Investments, LLC, an Alabama Limited Liability Company

Conrad M. Fowler Jr.
Witness

By: Kelly W. Byers
Kelly W. Byers

Its: Managing Member

Conrad M. Fowler Jr.
Witness

Kelly W. Byers
Guarantor - Kelly W. Byers

Conrad M. Fowler Jr.
Witness

Bradley H. Byers
Guarantor - Bradley H. Byers

STATE OF ALABAMA
SHELBY COUNTY


I, the undersigned authority, a Notary Public, in and for said County and State, do hereby certify that Gene Ernest, whose name as President of ADI Fabricators, 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 the 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 the 24th day of April, 2009.

Janice E. Calver
Notary Public

My Commission Expires: 1-4-13

STATE OF ALABAMA
SHELBY COUNTY


20090428000155080 3/3 \$17.00
Shelby Cnty Judge of Probate, AL
04/28/2009 11:50:23 AM FILED/CERT

I, the undersigned authority, a Notary Public, in and for said County and State, do hereby certify that Kelly W. Byers, whose name as Managing Member of Five Star Investments, 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, she, as such officer and with full authority, executed the same voluntarily for and as the act of said company, on the day the same bears date.

Given under my hand and official seal this the 23rd day of April, 2009.

Jamie E. Culver
Notary Public

My Commission Expires: 1-4-13

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County and State, do hereby certify that Kelly W. Byers, whose name is signed to the foregoing instrument as Guarantor, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 23rd day of April, 2009.

Jamie E. Culver
Notary Public

My Commission Expires: 1-4-13

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County and State, do hereby certify that Bradley H. Byers, whose name is signed to the foregoing instrument as Guarantor, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 23rd day of April, 2009.

Jamie E. Culver
Notary Public

My Commission Expires: 1-4-13