

This instrument prepared by:

James L. Webb
Bradley Arant Boult Cummings LLP
One Federal Place
1819 5th Avenue North
Birmingham, AL 35203
205-521-8000

STATE OF ALABAMA)

SHELBY COUNTY)

**CROSS-COLLATERALIZATION, CROSS-DEFAULT AND
MORTGAGE MODIFICATION AGREEMENT**

THIS CROSS-COLLATERALIZATION, CROSS-DEFAULT AND MORTGAGE MODIFICATION AGREEMENT (this "Agreement") is made as of the 10th day of April, 2009, by and among **Express Real Estate, LLC**, an Alabama limited liability company ("Express Real Estate"), **GDG Investments, LLC**, a Delaware limited liability company ("GDG Investments"), **Inde Express, LLC**, a Georgia limited liability company ("Inde Express", and together with Express Real Estate and GDG Investments, the "Borrowers" or individually as a "Borrower"), and **Regions Bank**, an Alabama state banking corporation (hereinafter called "Lender"), as mortgagee or beneficiary.

RECITALS

A. Express Real Estate is indebted to Lender pursuant to a loan (the "Covington Memphis Loan") in the original principal sum of \$490,000.00, which Loan is evidenced by that certain Promissory Note dated December 18, 2008, from Express Real Estate to Lender in the principal amount of the Covington Memphis Loan (as the same may hereafter be renewed, extended, modified, or amended, being hereinafter referred to as the "Covington Memphis Note"), which Note is secured by, among other things, a Tennessee Construction Mortgage Deed of Trust, Security Agreement and Assignment of Rents and Leases (the "Covington Memphis Mortgage") dated as of December 18, 2008, and recorded in the Office of the Shelby County Register, Shelby County, Tennessee as Instrument Number 09003454, encumbering the real property more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Covington Memphis Property"). The Covington Memphis Note, the Covington Memphis Mortgage, that certain Loan Agreement by and between Express Real Estate and Lender dated December 18, 2008, as amended, together with all other documents executed by Express Real

RECORDING TAX WAS PAID ON THE INDEBTEDNESS SECURED BY THE MORTGAGE BEING AMENDED HEREBY AT THE TIME OF RECORDING THE MORTGAGE IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA AS INSTRUMENT NUMBER 20070601000256570. THIS AMENDMENT DOES NOT INCREASE THE AMOUNT OF THE INDEBTEDNESS SECURED THEREBY OR EXTEND THE MATURITY DATE.

Estate or others, evidencing, securing, or otherwise relating to the Covington Memphis Loan are collectively referred to herein as the "Covington Memphis Loan Documents".

B. Express Real Estate is indebted to Lender pursuant to a loan (the "Dromedary Memphis Loan") in the original principal sum of \$660,000.00, which Loan is evidenced by that certain Promissory Note dated December 18, 2008, from Express Real Estate to Lender in the principal amount of the Dromedary Memphis Loan (as the same may hereafter be renewed, extended, modified, or amended, being hereinafter referred to as the "Dromedary Memphis Note"), which Note is secured by, among other things, a Tennessee Construction Mortgage Deed of Trust, Security Agreement and Assignment of Rents and Leases (the "Dromedary Memphis Mortgage") dated as of December 18, 2008, and recorded in the Office of the Shelby County Register, Shelby County, Tennessee as Instrument Number 09003438, encumbering the real property more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Dromedary Memphis Property"). The Dromedary Memphis Note, the Dromedary Memphis Mortgage, that certain Loan Agreement by and between Express Real Estate and Lender dated December 18, 2008, as amended, together with all other documents executed by Express Real Estate or others, evidencing, securing, or otherwise relating to the Dromedary Memphis Loan are collectively referred to herein as the "Dromedary Memphis Loan Documents".

C. Express Real Estate is indebted to Lender pursuant to a loan (the "Trussville Loan") in the original principal sum of \$895,000.00, which Loan is evidenced by that certain Promissory Note (Amended and Restated) dated April 10, 2009, from Express Real Estate to Lender in the principal amount of the Trussville Loan (as the same may hereafter be renewed, extended, modified, or amended, being hereinafter referred to as the "Trussville Note"), which Note is secured by, among other things, a Mortgage, Security Agreement and Assignment of Rents and Leases (the "Trussville Mortgage") dated as of October 10, 2008, and recorded in the Office of the Judge of Probate of Jefferson County, Alabama in Book LR200811, at Page 9786, encumbering the real property more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Trussville Property"). The Trussville Note, the Trussville Mortgage, that certain Loan Agreement by and between Express Real Estate and Lender dated October 10, 2008, as amended, together with all other documents executed by Express Real Estate or others, evidencing, securing, or otherwise relating to the Trussville Loan are collectively referred to herein as the "Trussville Loan Documents".

D. GDG Investments is indebted to Lender pursuant to a loan (the "GDG Loan") in the original principal sum of \$1,875,000.00, which Loan is evidenced by that certain Promissory Note dated March 6, 2009, from GDG Investments to Lender in the principal amount of the GDG Loan (as the same may hereafter be renewed, extended, modified, or amended, being hereinafter referred to as the "GDG Note"), which Note is secured by, among other things, a Mortgage, Security Agreement and Assignment of Rents and Leases (the "GDG Mortgage") dated as of May 31, 2007, and recorded in the Office of the Judge of Probate of Shelby County, Alabama as Instrument Number 20070601000256570, as amended by that certain First Mortgage Modification Agreement dated as of March 6, 2009, and recorded in the Office of the Judge of Probate of Shelby County, Alabama as Instrument Number 20090306000083150, encumbering the real property more particularly described in Exhibit "A" attached hereto and made a part hereof (the "GDG Property"). The GDG Note, the GDG Mortgage, that certain Loan Agreement by and between GDG Investments and Lender dated March 6, 2009, together with all other

documents executed by GDG Investments or others, evidencing, securing, or otherwise relating to the GDG Loan are collectively referred to herein as the "GDG Loan Documents".

E. Inde Express is indebted to Lender pursuant to a loan (the "Inde Express Loan") in the original principal sum of \$1,285,000.00, which Loan is evidenced by that certain Promissory Note dated March 6, 2009, from Inde Express to Lender in the principal amount of the Inde Express Loan (as the same may hereafter be renewed, extended, modified, or amended, being hereinafter referred to as the "Inde Express Note"), which Note is secured by, among other things, a Deed to Secure Debt, Security Agreement and Assignment of Rents and Leases (the "Inde Express Mortgage") dated as of May 31, 2007, and recorded with the Clerk of the Superior Court of Columbia County, Georgia in Deed Book 6158, Page 46, as amended by that certain First Deed to Secure Debt Modification Agreement dated as of March 6, 2009, and recorded with the Clerk of the Superior Court of Columbia County, Georgia in Deed Book 6818, Page 225, encumbering the real property more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Inde Express Property"). The Inde Express Note, the Inde Express Mortgage, that certain Loan Agreement by and between Inde Express and Lender dated March 6, 2009, together with all other documents executed by Inde Express or others, evidencing, securing, or otherwise relating to the Inde Express Loan are collectively referred to herein as the "Inde Express Loan Documents".

F. The Covington Memphis Note, the Dromedary Memphis Note, the Trussville Note, the GDG Note and the Inde Express Note may be referred to collectively herein as the "Note". The Covington Memphis Mortgage, the Dromedary Memphis Mortgage, the Trussville Mortgage, the GDG Mortgage and the Inde Express Mortgage may be referred to herein collectively as the "Mortgage". The Covington Memphis Loan Documents, the Dromedary Memphis Loan Documents, the Trussville Loan Documents, the GDG Loan Documents and the Inde Express Loan Documents may be referred to herein collectively as the "Loan Documents". The Covington Memphis Loan, the Dromedary Memphis Loan, the Trussville Loan, the GDG Loan and the Inde Express Loan may be referred to herein collectively as the "Loans".

G. Each Borrower is an affiliate of the other Borrowers and will receive a direct and material benefit from the other Loans to the other Borrowers. The Lender is willing to make the Loan to each Borrower only if that Borrower agrees to pay and perform all of the Debt (as defined in each Mortgage) of the other Borrowers with respect to the other Borrowers' respective Loans.

H. Each Borrower is executing this Agreement to evidence its agreement (a) to pay and perform as and when due all of the Debt of the other Borrowers under the other Borrowers' Loan Documents, (b) that its obligations under this Agreement shall be secured by the Mortgage encumbering that Borrower's Property and (c) to bear joint and several liability for the Debt of all other Borrowers as set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, to induce the Lender to make the Loan, and for other good and valuable consideration, the receipt and sufficiency of

which are hereby acknowledged, Borrowers agree with Lender, and Lender agrees with Borrowers, as follows:

1. *Cross-collateralization.* The Mortgage is hereby amended to provide that the Covington Memphis Loan, the Dromedary Memphis Loan, the Trussville Loan, the GDG Loan and the Inde Express Loan are hereby cross-collateralized with one another, and the Borrowers agree that the Property (as defined in the Mortgage) shall secure, in addition to each individual Loan, the obligations of the Borrowers, including, without limitation, the obligations of the Borrowers to pay the principal of and interest on the Covington Memphis Note, the Dromedary Memphis Note, the Trussville Note, the GDG Note and the Inde Express Note and to pay all other indebtedness and other agreed charges and to perform all of the terms and conditions under all other Loan Documents, as the same may hereafter be renewed, modified, amended or extended.

2. *Cross-default.* The Mortgage is hereby amended to provide that the Covington Memphis Loan, the Dromedary Memphis Loan, the Trussville Loan, the GDG Loan and the Inde Express Loan are cross-defaulted with one another, and that the occurrence of an Event of Default, as defined in and pursuant to the Loan Documents of one Borrower, shall constitute an immediate Event of Default (without notice or the expiration of any cure period) under the Loan Documents of the other Borrowers.

3. *Miscellaneous.*

a. All necessary recording, intangible or documentary stamp taxes shall be duly paid by the Borrowers. This Agreement is being given as additional collateral to secure the obligations of the Borrowers under the Loan Documents.

b. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

4. *No Oral Agreements.* The Loan Documents represent the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

5. *Controlling Law.* This Agreement shall be governed by the laws of the State in which each property is located.

6. *Waiver of Jury Trial.* EACH OF BORROWERS AND LENDER HEREBY WAIVES ANY RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE LOAN, OR (B) IN ANY WAY CONNECTED WITH OR PERTAINING OR RELATED TO OR INCIDENTAL TO ANY DEALINGS OF LENDER AND/OR BORROWERS WITH RESPECT TO THE LOAN DOCUMENTS OR IN CONNECTION WITH THIS AGREEMENT OR THE EXERCISE OF ANY PARTY'S RIGHTS AND REMEDIES UNDER THIS AGREEMENT OR OTHERWISE, OR THE CONDUCT OR THE RELATIONSHIP OF THE PARTIES HERETO,

IN ALL OF THE FOREGOING CASES WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. BORROWERS AGREE THAT LENDER MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY, AND BARGAINED AGREEMENT OF BORROWERS IRREVOCABLY TO WAIVE THEIR RIGHT TO TRIAL BY JURY AS AN INDUCEMENT OF LENDER TO MAKE THE LOAN TO BORROWERS, AND THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY DISPUTE OR CONTROVERSY WHATSOEVER (WHETHER OR NOT MODIFIED HEREIN) BETWEEN BORROWERS AND LENDER SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Borrowers and Lender have caused this Agreement to be properly executed as of the date set forth above.

EXPRESS REAL ESTATE, LLC

By: Richard A. Brooks
Name: Richard A. Brooks
Title: Manager

GDG INVESTMENTS, LLC

By: Richard A. Brooks
Name: Richard A. Brooks
Title: Managing Member

INDE EXPRESS, LLC

By: Richard A. Brooks
Name: Richard A. Brooks
Title: Manager

REGIONS BANK

By: Joe Medori
Name: Joe Medori
Title: 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 Richard A. Brooks, whose name as Manager of Express Real Estate, 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 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 the 10th day of April, 2009.

Quarice C. Parrish
Notary Public

AFFIX SEAL

My commission expires **NOTARY PUBLIC STATE OF ALABAMA AT LARGE**
MY COMMISSION EXPIRES: May 3, 2011
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Richard A. Brooks, whose name as managing member of GDG Investments, LLC, a Delaware 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 managing member 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 the 10th day of April, 2009.

Quarice C. Parrish
Notary Public

AFFIX SEAL

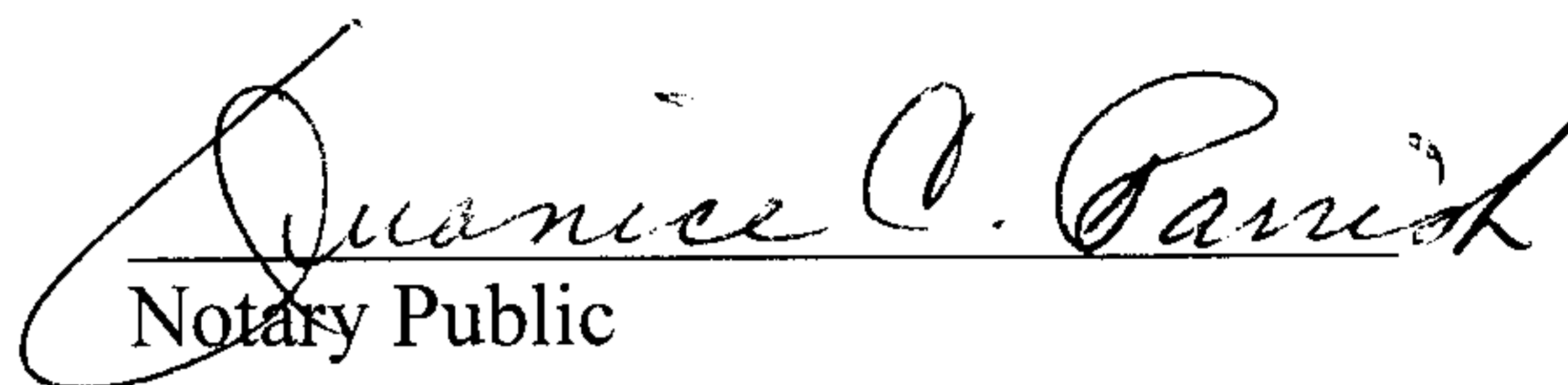
My commission expires **NOTARY PUBLIC STATE OF ALABAMA AT LARGE**
MY COMMISSION EXPIRES: May 3, 2011
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Richard A. Brooks, whose name as Manager of Inde Express, LLC, a Georgia 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 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 the 10th day of April, 2009.


Notary Public

AFFIX SEAL

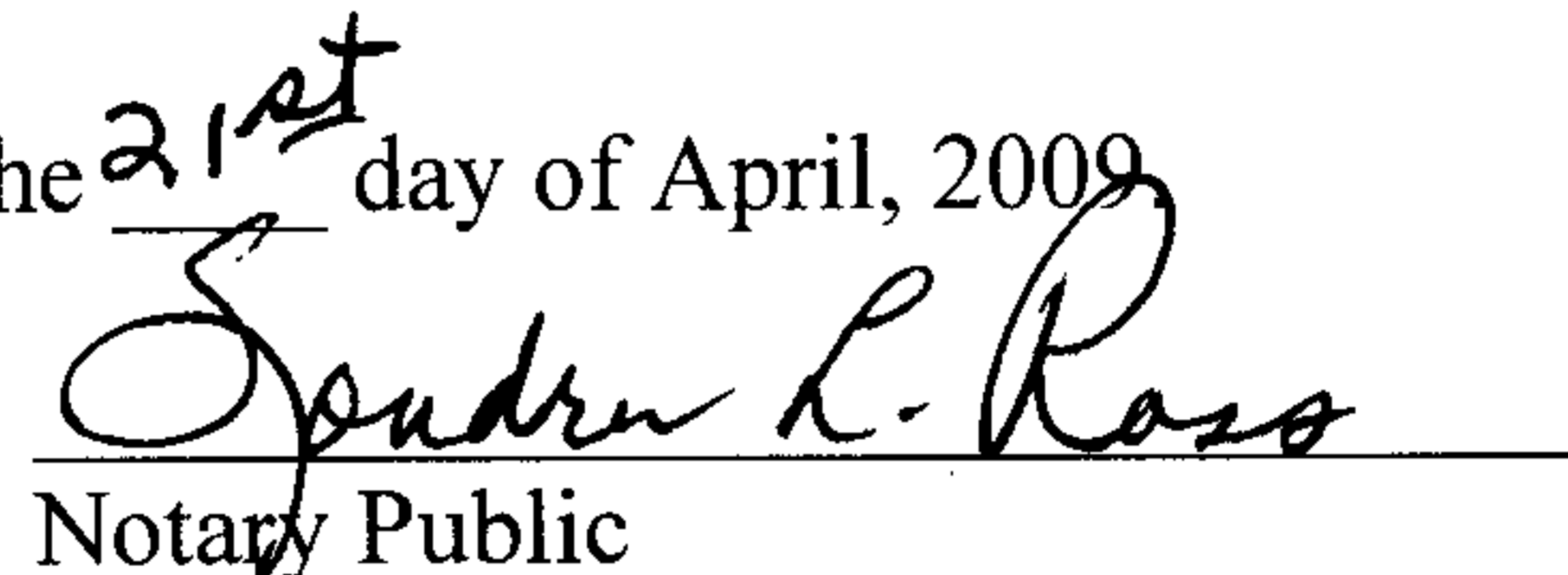
My commission expires: **NOTARY PUBLIC STATE OF ALABAMA AT LARGE**
MY COMMISSION EXPIRES: May 3, 2011
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Joe Medori, whose name as Vice President of Regions Bank, an Alabama state 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 April, 2009



Notary Public

AFFIX SEAL

My commission expires: _____

MY COMMISSION EXPIRES APRIL 7, 2012

EXHIBIT "A"


20090430000159710 9/10 \$38.00
Shelby Cnty Judge of Probate, AL
04/30/2009 01:02:06 PM FILED/CERT

LEGAL DESCRIPTION

Covington Memphis

Village on the Pike C-P, Phase 4, as recorded in Plat Book 165, Page 31, in the Register's Office of Shelby County, Tennessee, located on the East side of Covington Pike, South of State Road in Memphis, Shelby County, Tennessee, and being more particularly described as follows:

Beginning at the Northwest corner of Phase 4, in the East line of Covington Pike (53.0 feet East of the centerline), said corner being a call distance of 575.03 feet South of the South line of Stage Road (114.0 feet wide) as measured along the East line of Covington Pike; thence Southwardly with the East line of Covington Pike along a curve to the right with a radius of 5,782.58 feet, a distance of 83.0 feet (chord - South 02 degrees 28 minutes 21 seconds West 83.0 feet) to the Westmost Southwest corner of Phase 4; thence North 89 degrees 43 minutes 09 seconds East a distance of 20.0 feet to an interior corner of Phase 4; thence South 01 degrees 15 minutes 46 seconds West a distance of 14.0 feet to the Southmost Southwest corner of Phase 4; thence North 89 degrees 20 minutes 15 seconds East a distance of 135.51 feet to the Southeast corner of Phase 4; thence North 00 degrees 39 minutes 45 seconds West a distance of 97.0 feet to the Northeast corner of Phase 4; thence South 89 degrees 20 minutes 15 seconds West a distance of 150.50 feet to the point of beginning, containing 14,565 square feet (0.3344 acres) of land.

Being the a part of the same property acquired by ROBERT S. ROCHE, JR. and MATT L. ROCHE, by Deed dated December 9, 2003, of record in Instrument No. 03242385, in the Office of the Register of Shelby County, Tennessee.

Dromedary Memphis

Description of the Northern part of Parcel 1-B, Countryside Center C.P., Memphis, Tennessee, as recorded in Plat Book 146, Page 59, in the Shelby County Register's Office and being more particularly described as follows:

Beginning at a point in the South line of Highway 64, said point being the intersection of the South line of Highway 64 and the East line of Dromedary Drive; thence Northeastwardly along said South line of Highway 64 along a curve to the left (Radius = 2954.79') a distance of 128.11 feet to the Northeast property corner; thence South 6 degrees 03 minutes 14 seconds West a distance of 167.26 feet to a point; thence North 83 degree 56 minutes 46 seconds West a distance of 50.03 feet to a point; thence North 76 degrees 54 minutes 45 seconds West a distance of 94.87 feet to a point in the East line of Dromedary Drive; thence Northwardly along said East line North 19 degrees 28 minutes 22 seconds East a distance of 2.47 feet to a point; thence along a curve to the left (Radius=606.96') a distance of 138.19 to the point of beginning containing 0.47 acres more or less.

Being the same property acquired by ROBERT S. ROCHE, JR., and MATT L. ROCHE, by Deed dated December 9, 2003, of record in Instrument No. 03242385, in the Office of the Register of Shelby County, Tennessee.

Trussville

Lots 6 and 7, according to the Survey of Cole Ledbetter LLC Commercial Subdivision Third Addition, as recorded in Map Book 193, Page 39, in the Probate Office of Jefferson County, Alabama, Birmingham Division.

GDG

Lot 5A, according to a Resurvey of Lots 5, 6, 7 and 8 of Southpark, as recorded in Map Book 23, Page 119, in the Probate Office of Shelby County, Alabama.

Inde Express

All that tract or parcel of land lying and being in Columbia County, Georgia, being known and designated as Tract "A", containing 0.41 acres and being more particularly shown on a plat prepared by Robert L. Herrington, Jr., R.L.S. under date of June 24, 1996, as more particularly depicted on a plat recorded in Plat Cabinet C, Slide 71 #3, records of Columbia County, Georgia, which plat is incorporated herein by reference.