


THIS INSTRUMENT WAS PREPARED BY:

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Shelby Cnty Judge of Probate, AL
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STATE OF ALABAMA

COUNTY OF SHELBY

AMENDMENT TO MORTGAGE

This Amendment to Mortgage is effective as of the 15th day of November, 2008, between **COMPASS BANK**, an Alabama banking corporation (the “**Lender**”), and **BENT RIVER, LLC**, an Alabama limited liability company (the “**Borrower**”).

WHEREAS, in connection with a loan from Lender to Borrower in the original principal amount of \$8,500,000.00 (the “Loan”), Borrower executed and delivered to Lender, among other documents (collectively, the “Loan Documents”), the following documents dated November 30, 2006: (i) Promissory Note in the amount of \$8,500,000.00 (the “Note”), (ii) Construction Loan Agreement (the “Loan Agreement”); and (iii) Future Advance Mortgage, Assignment of Rents and Leases, and Security Agreement (Alabama), recorded at Instrument Number 20061201000583530, in the Probate Office of Shelby County, Alabama (as amended, the “Mortgage”); and

WHEREAS, Borrower and Lender have amended the Note to increase the amount of the Loan by an additional \$788,704.24, so that the total amount of the Note secured by the Mortgage is now \$9,288,704.24; and

WHEREAS Borrower and Lender desire to amend the Mortgage as set forth herein.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower and Lender agree that the Mortgage is amended as follows:

1. The principal amount of the Loan has been increased by an additional \$788,704.24, as evidenced by a Loan Modification Agreement and Amendment to Loan Documents executed by Borrower and Lender as of the date hereof. All references in the Mortgage to the sum of “EIGHT MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$8,500,000.00)” (however written) are hereby deleted and the amount of “NINE MILLION TWO HUNDRED EIGHTY-EIGHT THOUSAND SEVEN HUNDRED FOUR AND 24/100 DOLLARS (\$9,288,704.24)” is inserted in lieu thereof.

2. All references in the Mortgage to the “Note” shall mean the Promissory Note dated November 30, 2006 in the principal amount of \$8,500,000, as increased to \$9,288,704.24

pursuant to the Loan Modification Agreement and Amendment to Loan Documents dated contemporaneously herewith.

3. Exhibit A to the Mortgage shall be amended to add and exclude the property provided on Exhibit A-1 hereto. The property which is excluded shall no longer be subject to the Mortgage.

4. The Mortgage shall continue to secure the Loan, as amended hereby and by the Loan Modification Agreement and Amendment to Loan Documents.

5. Except as modified herein, all other terms and conditions of the Mortgage shall remain in full force and effect.

6. This document may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one (1) document and agreement, but in making proof of this document, it shall not be necessary to produce or account for more than one such counterpart, and counterpart pages may be combined into one single document.

IN WITNESS WHEREOF, Borrower and Lender have caused this Amendment of Mortgage to be executed and effective as of the day and year first above written, although actually executed on the day or dates reflected below.

LENDER:

COMPASS BANK

By: BCH
Its: Service President
Date: 6/17/09

BORROWER:

BENT RIVER, LLC,
an Alabama limited liability company

By: **HPHB, LLC**, an Alabama limited liability company, its Sole Member

By: [Signature]
Its: member
Date: 6/17/09

STATE OF ALABAMA

COUNTY OF Shelby

I, Amanda Elizabeth Watson, a notary public in and for said county in said state, hereby certify that David Bonamy, whose name as member of HPHB, LLC, an Alabama limited liability company, as the Sole Member of **BENT RIVER, 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 such instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of HPHB, LLC in its capacity as the Sole Member of Bent River, LLC.

Given under my hand and official seal this 17th day of June, 2009.

Amanda Elizabeth Watson
Notary Public

[Notarial Seal]

My Commission Expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Jan 30, 2010
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, B. Ann Moore, a notary public in and for said county in said state, hereby certify that Ben Hendrix, whose name as SR. V.P. of **COMPASS 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 such 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 17th day of June, 2009.

B. Ann Moore
Notary Public

[Notarial Seal]

My Commission Expires: 11-6-10

EXHIBIT A-1

The following property shall be added to the property description provided on Exhibit A to the Mortgage:

To be known as Area D on Final Plat for Bent River Phase IV. Currently known as:

A part of the Northwest $\frac{1}{4}$ of Section 20, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 20, Township 19 South, Range 2 West, Shelby County, Alabama; thence South 88 degrees 38 minutes 10 seconds East along the North line of said Section 20 a distance of 122.50 feet to a point on the Right of Way for U.S. Interstate 65; thence South 17 degrees 01 minute 24 seconds East along said right of way a distance of 125.63 feet; thence South 17 degrees 01 minute 24 seconds East a distance of 620.32 feet; thence South 12 degrees 29 minutes 11 seconds East along said right of way a distance of 290.64 feet to the point of beginning; thence South 72 degrees 28 minutes 58 seconds East a distance of 70.26 feet; thence South 31 degrees 07 minutes 06 seconds East a distance of 533.11 feet; thence South 46 degrees 33 minutes 05 seconds East a distance of 529.16 feet; thence South 21 degrees 58 minutes 19 seconds East a distance of 65.98 feet; thence South 05 degrees 15 minutes 04 seconds East a distance of 79.87 feet; thence South 52 degrees 40 minutes 52 seconds East a distance of 99.15 feet; thence North 83 degrees 51 minutes 50 seconds East a distance of 88.10 feet; thence North 48 degrees 15 minutes 23 seconds East a distance of 169.00 feet; thence North 70 degrees 37 minutes 00 seconds West a distance of 80.00 feet; thence North 19 degrees 23 minutes 00 seconds East a distance of 65.00 feet; thence North 70 degrees 37 minutes 00 seconds West a distance of 26.59 feet; thence North 39 degrees 31 minutes 04 seconds West a distance of 25.00 feet; thence North 50 degrees 28 minutes 56 seconds East a distance of 81.27 feet; thence North 29 degrees 43 minutes 04 seconds East a distance of 60.04 feet; thence North 09 degrees 38 minutes 27 seconds East a distance of 63.09 feet; thence North 27 degrees 39 minutes 10 seconds East a distance of 558.87 feet; thence North 10 degrees 37 minutes 35 seconds East a distance of 83.67 feet; thence North 03 degrees 21 minutes 47 seconds East a distance of 83.08 feet; thence North 07 degrees 13 minutes 47 seconds West a distance of 83.08 feet; thence North 17 degrees 49 minutes 21 seconds West a distance of 83.08 feet; thence North 27 degrees 45 minutes 10 seconds West a distance of 76.52 feet; thence North 30 degrees 41 minutes 51 seconds West a distance of 180.00 feet; thence North 02 degrees 23 minutes 15 seconds East a distance of 82.10 feet; thence North 24 degrees 52 minutes 31 seconds West a distance of 60.71 feet; thence North 15 degrees 04 minutes 29 seconds West a distance of 45.83 feet; thence North 27 degrees 23 minutes 45 seconds East a distance of 60.49 feet; thence North 20 degrees 18 minutes 18 seconds East a distance of 139.00 feet; thence South 42 degrees 36 minutes 40 seconds East a distance of 210.49 feet to the centerline of the Cahaba River; thence South 02 degrees 20 minutes 41 seconds East along centerline of said river a distance of 102.06 feet; thence South 04 degrees 25 minutes 27 seconds East along the centerline of said river a distance of 300.50 feet; thence South 26 degrees 34 minutes 53 seconds East along the centerline of said river a distance of 302.34 feet; thence South 18 degrees 08 minutes 16 seconds East along the centerline of said river a distance of 242.45 feet; thence South 22 degrees 09 minutes 01 second West along the centerline of said river a distance of 175.08 feet; thence



South 47 degrees 51 minutes 27 seconds West along the centerline of said river a distance of 103.45 feet; thence South 39 degrees 46 minutes 47 seconds West along the centerline of said river a distance of 299.63 feet; thence South 20 degrees 29 minutes 37 seconds West along the centerline of said river a distance of 195.32 feet; thence South 12 degrees 59 minutes 35 seconds West along the centerline of said river a distance of 96.25 feet; thence South 23 degrees 16 minutes 43 seconds West along the centerline of said river a distance of 97.04 feet; thence South 37 degrees 55 minutes 03 seconds West along the centerline of said river a distance of 92.17 feet; thence South 59 degrees 16 minutes 20 seconds West along the centerline of said river a distance of 86.48 feet; thence South 74 degrees 00 minutes 49 seconds West along the centerline of said river a distance of 190.97 feet; thence North 85 degrees 47 minutes 49 seconds West along the centerline of said river a distance of 114.43 feet; thence North 34 degrees 15 minutes 46 seconds West along the centerline of said river a distance of 705.38 feet; thence North 42 degrees 51 minutes 18 seconds West along the centerline of said river a distance of 50.28 feet; thence North 28 degrees 58 minutes 39 seconds West along the centerline of said river a distance of 273.83 feet; thence North 39 degrees 58 minutes 18 seconds West along the centerline of said river a distance of 59.87 feet; thence North 29 degrees 49 minutes 41 seconds West along the centerline of said river a distance of 236.56 feet; thence North 02 degrees 58 minutes 00 seconds West along the centerline of said river a distance of 87.68 feet; thence North 09 degrees 32 minutes 41 seconds West along the centerline of said river a distance of 35.00 feet to the right of way for U.S. Interstate Highway 65; thence North 25 degrees 40 minutes 26 seconds East along said right of way a distance of 45.33 feet to the Point of Beginning.

The following property shall be excluded from the property description provided on Exhibit A to the Mortgage:

A parcel to be known as Area "C" according to the Final Plat for Bent River - Phase IV, and described as follows:

Commence at the NW Corner of Section 20, Township 19 South, Range 2 West, Shelby County, Alabama; thence S 88°39'08" E along North Line of Said Section a distance of 122.49 feet; thence S 16°50'24" E a distance of 125.48 feet; thence S 87°02'38" E a distance of 348.24 feet; thence S 25°19'58" E a distance of 267.95 feet; thence S 61°04'03" W a distance of 9.41 feet; thence S 24°59'59" E a distance of 180.42 feet; thence N 61°04'03" E a distance of 173.70 feet; thence N 63°22'19" E a distance of 53.59 feet; thence N 61°04'03" E a distance of 204.67 feet; thence S 36°09'47" E a distance of 78.38 feet; thence N 56°25'04" E a distance of 56.36 feet; thence N 57°42'41" E a distance of 42.98 feet to the point of beginning; thence N 57°42'41" E a distance of 50.52 feet; thence N 24°54'01" E a distance of 150.00 feet; thence N 85°42'46" E a distance of 263.78 feet; thence S 42°36'40" E a distance of 78.91 feet; thence S 20°18'18" W a distance of 139.00 feet; thence S 27°23'45" W a distance of 60.49 feet; thence S 15°04'29" E a distance of 45.83 feet; thence S 24°52'31" E a distance of 60.71 feet; thence S 01°58'09" W a distance of 83.03 feet; thence N 30°41'51" W a distance of 60.01 feet; thence S 58°19'57" W a distance of 141.48 feet; thence N 31°43'42" W a distance of 90.66 feet to a point on a curve to the right with a radius of 24.97', with a delta angle of 82°14'56", with a chord bearing of N 07°38'42" E, with a chord length of 32.85'; thence along the arc of said curve 35.85' to a point on a curve to the left with a radius of 49.99', with a delta angle of 235°27'38", with a chord bearing of N 68°57'40" W, with a chord length of 88.51'; thence along the arc of said curve 205.46' to a

point on a curve of a curve right with a radius of 25.05', with a delta angle of $54^{\circ}58'37''$, with a chord bearing of $S 20^{\circ}32'36'' W$, with a chord length of 23.13'; thence along the arc of said curve 24.04'; thence $N 33^{\circ}31'18'' W$ a distance of 173.43 feet to the point of beginning.

Said Parcel contains 112,044.3 square feet or 2.572 acres.