

This instrument prepared by
and upon recording return to:

James L. Webb
Bradley Arant Boult Cummings LLP
One Federal Place
1819 5th Avenue North
Birmingham, AL 35203
205-521-8808

STATE OF ALABAMA)

SHELBY COUNTY)

SECOND MORTGAGE MODIFICATION AGREEMENT

(Cross Ref: Instrument Numbers 20070601000256570 and 20090306000083150)

THIS SECOND MORTGAGE MODIFICATION AGREEMENT (this "Agreement") is made and entered into as of this 22nd day of March, 2010, by **GDG Investments, LLC**, a Delaware limited liability company (the "Original Mortgagor"), whose address for notice purposes is 1880 Southpark Drive, Birmingham, AL 35244, **Express Real Estate, LLC**, an Alabama limited liability company (the "New Mortgagor"), whose address for notice purposes is 1880 Southpark Drive, Birmingham, AL 35244 and **Regions Bank**, an Alabama state banking corporation (the "Mortgagee"), whose address is P.O. Box 11007, Birmingham, Alabama 35288, Attention: Commercial Real Estate Loan Department.

Recitals

A. Original Mortgagor previously obtained financing from Mortgagee in the principal amount of \$1,875,000 (the "Loan"), as evidenced by that certain Promissory Note dated March 6, 2009, by and between Original Mortgagor and Mortgagee (the "Note").

B. The Note is secured by that certain Mortgage, Security Agreement and Assignment of Rents and Leases dated as of May 31, 2007, made by Original Mortgagor in favor of Mortgagee, and recorded as Instrument Number 20070601000256570, in the Office of the Judge of Probate of Shelby County, Alabama, as amended by that certain First Mortgage Modification Agreement recorded in the Office of the Judge of Probate of Shelby County, Alabama as Instrument Number 20090306000083150 (as amended, the "Mortgage"). Capitalized terms used herein and not defined shall have the meaning assigned to them in the Mortgage.

C. Original Mortgagor was the owner of the real property located in Shelby County, Alabama, which is legally described on Exhibit A attached to the Mortgage and attached hereto (the "Property").

D. Immediately preceding the recordation of this Agreement, Original Mortgagor conveyed the Property to New Mortgagor. In connection with such conveyance, Original Mortgagor, New Mortgagor, Richard A. Brooks and Mortgagee have entered into that certain Assumption Agreement dated as of the date hereof (the "Assumption Agreement") whereby the Loan was assumed by New Mortgagor and Original Mortgagor was released from all of its obligations under the Loan pursuant to the terms and conditions contained therein.

E. Original Mortgagor, New Mortgagor and Mortgagee have agreed that the terms of the Mortgage be amended to provide that the New Mortgagor shall be the Mortgagor thereunder. Original Mortgagor and New Mortgagor acknowledge that the execution of this Agreement confers a real and substantial benefit upon both parties and further acknowledge that it is supported by good and valuable consideration.

Agreement

NOW, THEREFORE, in consideration of the sum of Ten and No/100ths Dollars (\$10.00), the recitals hereinabove set forth which are an integral part of this Agreement and not mere recitals thereto, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound agree as follows:

1. Recitals. The foregoing recitals are true and correct.
2. The definition of "Mortgagor" shall be deleted and replaced with a reference to "Express Real Estate, LLC, an Alabama limited liability company" and all references in the Mortgage to "GDG Investments, LLC, a Delaware limited liability company" shall be deleted. Express Real Estate, LLC, an Alabama limited liability company shall be the Mortgagor under the Mortgage as of the date hereof.
3. No Novation. It is the intent of the parties hereto that the transaction contemplated hereby shall not be a novation of the loan previously made by the Mortgagee to the Mortgagor and will not affect the lien priority of the Mortgage.
4. Ratification. The New Mortgagor ratifies and confirms the lien and security interests of the Mortgage upon and in any and all property, real, personal or mixed, tangible or intangible, now or hereafter encumbered by the Mortgage and grants to the Mortgagee the benefit of a lien upon and security interest in all such property as security for the indebtedness evidenced by the Note.
5. Acknowledgment of Mortgagor. The New Mortgagor acknowledges by the execution hereof that Mortgagor has no actions, defenses, demands and/or claims of set-off or deduction whatsoever, against (i) the Mortgagee, (ii) the indebtedness evidenced by the Note and owed to the Mortgagee, or (iii) the Mortgage. Furthermore, the New Mortgagor acknowledges that, to its knowledge, as of the date hereof, the Mortgagee has in no way defaulted or performed any act or omission under the Note, the Mortgage or the Loan Documents or any other agreements between the New Mortgagor or the Original Mortgagor and the Mortgagee which would give rise to any action or actions, cause or causes of action, suits, debts, sums of money,


damages, claims, costs, expenses and/or demands whatsoever, in law or in equity or otherwise, by the New Mortgagor against the Mortgagee.

6. Indemnification. The New Mortgagor indemnifies and agrees to defend and hold the Mortgagee harmless against any and all mortgage tax and other recording taxes, if any, imposed on the Mortgagee by virtue of its execution of this Agreement or its ownership of the Note or the Mortgage, including any and all penalties, interest and attorneys' fees incurred by the Mortgagee in connection therewith, and the New Mortgagor agrees to pay any and all such taxes due hereunder within fifteen (15) days after receipt by New Mortgagor of notice thereof. In the event of a failure by the New Mortgagor to pay such taxes upon demand and should the Mortgagee elect to pay the same, the same shall be deemed an event of default by the New Mortgagor, and all such charges shall be secured by the lien of the Mortgage and shall bear interest at the default rate provided in the Note from the date of advance by the Mortgagee until paid by the New Mortgagor. The provisions of this paragraph shall survive repayment of the Note and the satisfaction of the Mortgage so long as a claim may be asserted by the State of Alabama or any of its agencies.

7. Binding Effect; Governing Law. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. This Agreement shall be governed under the laws of the State of Alabama.

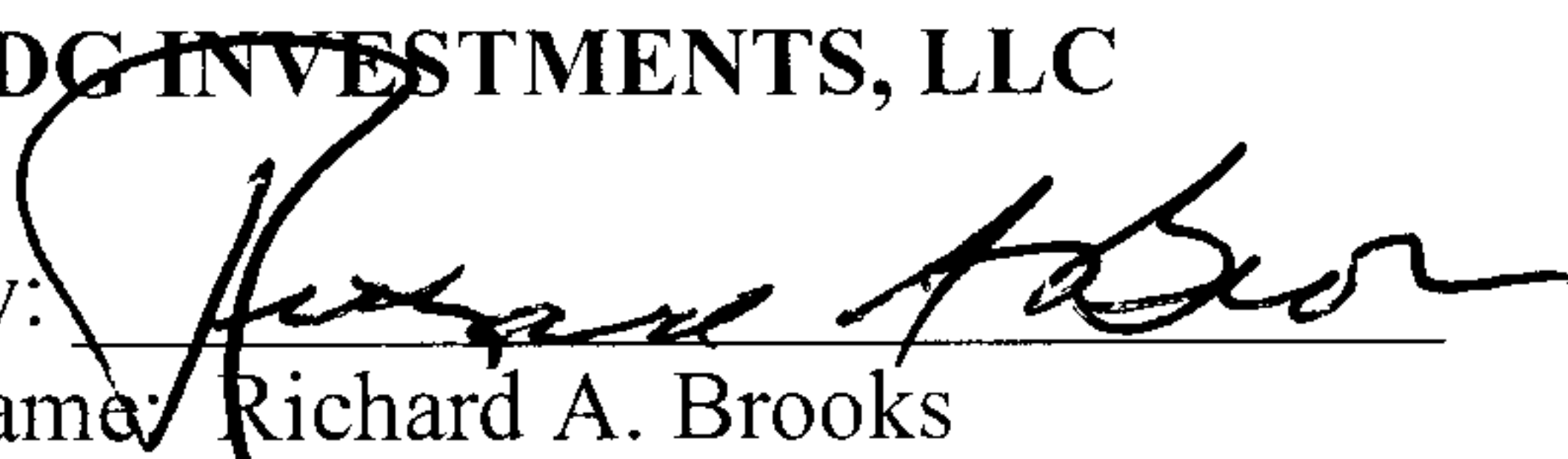
8. Ratification. Except as expressly modified hereby, the terms and conditions of the Mortgage and the Loan Documents (as defined in the Loan Agreement) shall remain in full force and effect and are hereby ratified and confirmed.

9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original instrument, but all such counterparts together shall constitute one and the same instrument.


20100413000112570 3/8 \$34.00
Shelby Cnty Judge of Probate, AL
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IN WITNESS WHEREOF, Original Mortgagor, New Mortgagor and Mortgagee have each caused this instrument to be executed by its respective duly authorized representative, as of the date first written above.

GDG INVESTMENTS, LLC

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

EXPRESS REAL ESTATE, LLC

By: 
Name: Richard A. Brooks
Title: Manager

REGIONS BANK

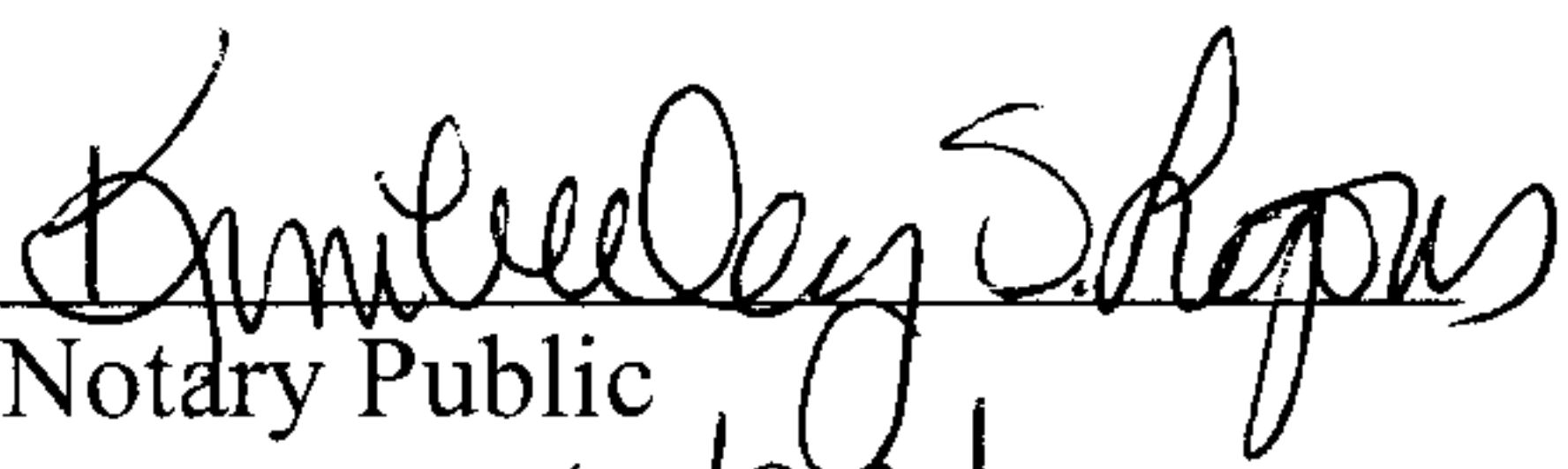
By: _____
Name Caldwell Marks
Title: Vice President

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Richard A. Brooks, as Managing Member of GDG Investments, LLC, a Delaware limited liability company, 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, 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 22 day of March, 2010.


Notary Public
6/22/10

AFFIX SEAL

My commission expires: _____



20100413000112570 5/8 \$34.00
 Shelby Cnty Judge of Probate, AL
 04/13/2010 12:16:32 PM FILED/CERT

IN WITNESS WHEREOF, Original Mortgagor, New Mortgagor and Mortgagee have each caused this instrument to be executed by its respective duly authorized representative, as of the date first written above.

GDG INVESTMENTS, LLC

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

EXPRESS REAL ESTATE, LLC

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

REGIONS BANK

By: Caldwell Marks
 Name Caldwell Marks
 Title: 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 Richard A. Brooks, as Managing Member of GDG Investments, LLC, a Delaware limited liability company, 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, 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 ____ day of March, 2010.

 Notary Public

AFFIX SEAL

My commission expires: _____



20100413000112570 6/8 \$34.00
 Shelby Cnty Judge of Probate, AL
 04/13/2010 12:16:32 PM FILED/CERT

STATE OF ALABAMA)

JEFFERSON COUNTY)

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 22 day of March, 2010.

Kimberly S. Rogers
 Notary Public
 6/22/10

AFFIX SEAL

My commission expires: _____

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Caldwell Marks, whose name as Vice President of Regions Bank, a 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 ____ day of March, 2010.

 Notary Public

AFFIX SEAL

My commission expires: _____



20100413000112570 7/8 \$34.00
 Shelby Cnty Judge of Probate, AL
 04/13/2010 12:16:32 PM FILED/CERT

STATE OF ALABAMA)

JEFFERSON COUNTY)

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 ____ day of March, 2010.

 Notary Public

AFFIX SEAL

My commission expires: _____

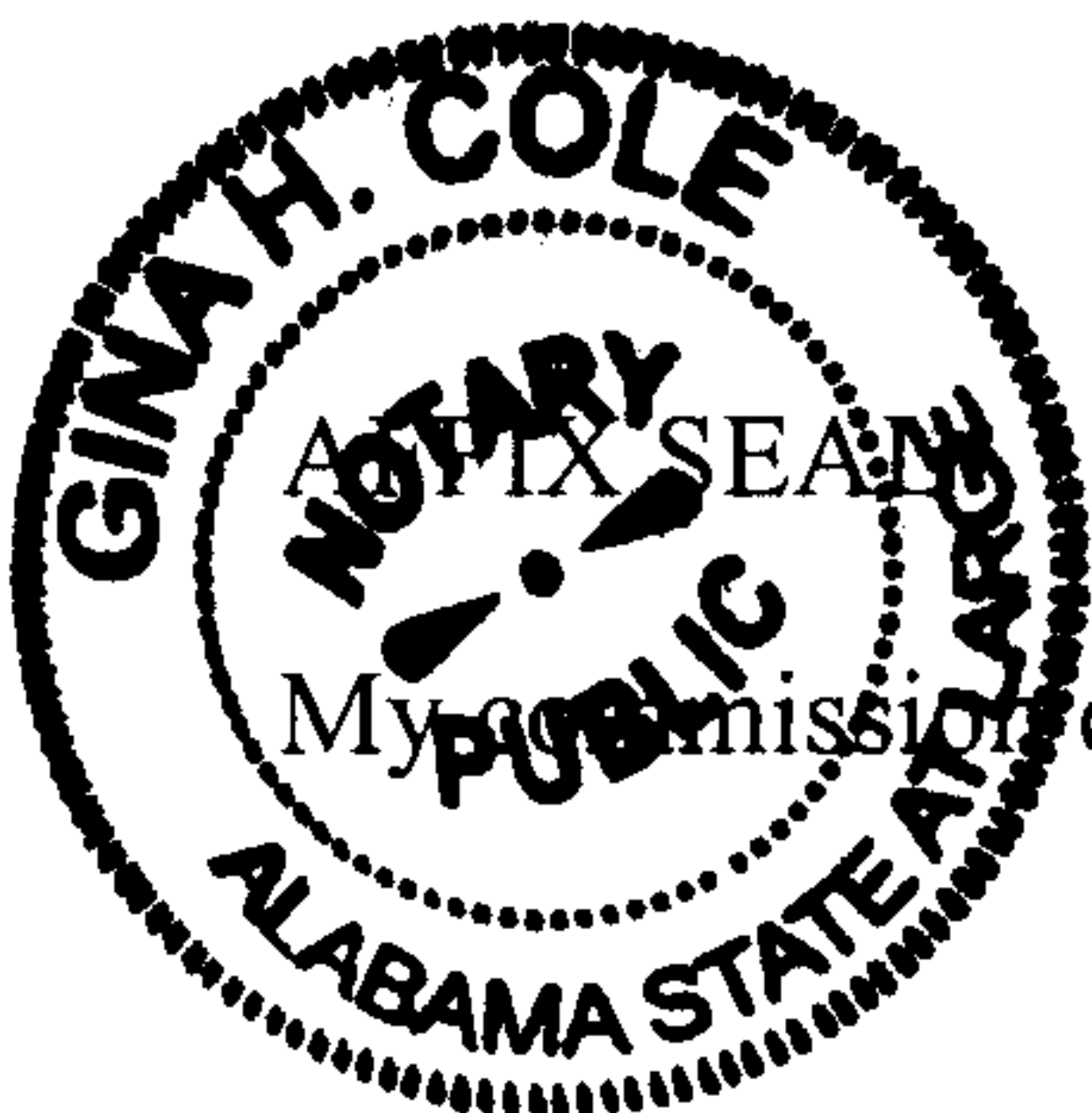
STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Caldwell Marks, whose name as Vice President of Regions Bank, a 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 12th day of March, 2010.

Gina H. Cole
 Notary Public



My commission expires: 6-26-2012



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Shelby Cnty Judge of Probate, AL
04/13/2010 12:16:32 PM FILED/CERT

EXHIBIT A

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.