


RECORD & RETURN TO  
**WEISS & KALA, LLC**  
**ATTORNEYS AT LAW**  
**6111 PEACHTREE DUNWOODY ROAD, N.E.**  
**BUILDING D**  
**ATLANTA, GA 30328**

  
20100421000121980 1/34 \$432.50  
Shelby Cnty Judge of Probate, AL  
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REC 100000

STATE OF ALABAMA

COUNTY OF SHELBY

This instrument was prepared by, recording requested by  
and when recorded return to:

Kevin M. Walsh, Esq.  
Hartman Simons Wood, LLP  
6400 Powers Ferry Road, NW  
Suite 400  
Atlanta, Georgia 30339

**MORTGAGE AND ABSOLUTE ASSIGNMENT OF RENTS AND LEASES AND  
SECURITY AGREEMENT (AND FIXTURE FILING)**

Dated as of March 10, 2010

from  
**UNITED BIRMINGHAM, LLC**, a Georgia limited liability company,  
as Mortgagor


to  
**BANK OF NORTH GEORGIA**  
4401 Northside Parkway  
Suite 150  
Atlanta, Georgia  
as Mortgagee

**DECLARATION OF MAXIMUM SECURED AMOUNT.** NOTWITHSTANDING  
ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE MAXIMUM AMOUNT OF  
PRINCIPAL INDEBTEDNESS SECURED BY THIS MORTGAGE AT THE TIME OF  
EXECUTION OR WHICH UNDER ANY CONTINGENCY MAY HEREAFTER BECOME  
SECURED BY THIS MORTGAGE AT ANY TIME IS \$215,000.00; PROVIDED THAT,  
SUCH LIMITATION SHALL NOT LIMIT THE SECURITY OF THIS MORTGAGE WITH  
RESPECT TO (A) INTEREST ON THE AFORESAID PRINCIPAL INDEBTEDNESS AT  
THE RATE SET FORTH IN THE NOTE AND (B) REPAYMENT TO THE MORTGAGEE  
AFTER THE OCCURRENCE OF A DEFAULT OF SUMS ADVANCED OR PAID FOR  
REAL ESTATE TAXES, CHARGES AND ASSESSMENTS THAT MAY BE IMPOSED BY  
LAW UPON THE MORTGAGED PROPERTY, AND (C) REPAYMENT TO THE  
MORTGAGEE AFTER THE OCCURRENCE OF A DEFAULT OF SUMS ADVANCED OR

PAID FOR INSURANCE PREMIUMS WITH RESPECT TO THE MORTGAGED PROPERTY, AND (D) REPAYMENT TO THE MORTGAGEE AFTER THE OCCURRENCE OF A DEFAULT OF ALL REASONABLE COSTS OR EXPENSES OF COLLECTION OF THE INDEBTEDNESS SECURED BY THIS MORTGAGE OR OF THE DEFENSE OR PROSECUTION OF THE RIGHTS AND LIEN CREATED BY THIS MORTGAGE, AND (E) REPAYMENT TO THE MORTGAGEE OF SUMS ADVANCED OR PAID TO WHICH THE MORTGAGEE BECOMES SUBROGATED, UPON PAYMENT, UNDER RECOGNIZED PRINCIPLES OF LAW OR EQUITY, OR UNDER EXPRESS STATUTORY AUTHORITY.

**MORTGAGE AND ABSOLUTE ASSIGNMENT OF LEASES AND RENTS AND  
SECURITY AGREEMENT**

THIS MORTGAGE AND ABSOLUTE ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT (this "Mortgage") is made and executed this 30<sup>th</sup> day of March, 2010, by **UNITED CONSULTING GROUP, LTD.**, a Georgia corporation having its principal office at 625 Holcomb Bridge Road, Norcross, Alabama 30071 ("United Consulting"), **UNITED REAL PROPERTY INVESTMENT, LLC**, a Georgia limited liability having its principal office at 625 Holcomb Bridge Road, Norcross, Alabama 30071 ("URPI") (sometimes hereinafter United Consulting and URPI are collectively referred to as "Borrower") and **UNITED BIRMINHAM, LLC.**, a Georgia limited liability company having its principal office at 625 Holcomb Bridge Road ("United Birmingham") (sometimes hereinafter United Birmingham will be referred to as "Mortgagor") to **BANK OF NORTH GEORGIA**, and any subsequent holder(s) hereof, having its principal office at 8025 Westside Parkway, Alpharetta, Georgia 30004, or at such other place as Lender may from time to time designate (hereinafter referred to as "Lender");

  
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**WITNESSETH**

THAT WHEREAS, United Consulting Group, Ltd., a Georgia corporation ("Borrower") is justly indebted to Lender in the principal sum of FIVE MILLION NINETEEN HUNDRED THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$5,019,400.00), which indebtedness is evidenced and represented by: that certain (i) First Modification to Term Real Estate Note dated March 30, 2010 in the principal amount of \$3,322,000.00 and having a maturity date of March 15, 2013; and (ii) First Modification to Revolving Line of Credit Real Estate Note dated March 30, 2010 in the principal amount of \$1,697,400.00 and having a maturity date of January 27, 2011, both executed and delivered by United Consulting to Lender (collectively and as the same may be amended, supplemented, restated, replaced or otherwise modified from time to time the "Note"); and

WHEREAS, URPI is justly indebted to Lender in the principal sum of FOUR MILLION THREE HUNDRED SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$4,365,000.00), which indebtedness is evidenced and represented by that certain Term Real Estate Note dated March 30, 2010 and having a maturity date of March 5, 2013, executed and delivered by URPI to Lender (as the same may be amended, supplemented, restated, replaced or otherwise modified from time to time, the "URPI Note") (sometimes hereinafter the United Consulting Note and the URPI Note will collectively be referred to as the "Note"); and

WHEREAS, Mortgagor is an "Affiliate" (as defined in Section 35 (f) below) of Borrower and derives substantial benefit from Lender granting the loan to Borrower as evidenced by the Note and secured by, among other things, this Mortgage; and

WHEREAS, the Lender, as a condition precedent to the extension of credit and the making of the loan evidenced by the Note, has required that the Borrower provide Lender with security for the repayment of the indebtedness evidenced by the Note as well as for the performance, observance and discharge by the Borrower of the various covenants, conditions and agreements made by the Borrower to, with, in favor of and for the benefit of Lender with respect to said indebtedness and such security;

NOW THEREFORE, in consideration of and in order to secure the repayment of the indebtedness evidenced and represented by the Note, together with interest on such indebtedness, as well as the payment of all other sums of money secured hereby, as hereinafter provided; and to secure the observance, performance and discharge by the Borrower of all covenants, conditions and agreements set forth in the Note, this Mortgage is entered into between Mortgagor and Lender in order to secure the following: (i) the repayment of the Note and all renewals, extensions and modifications of the Note; (ii) the performance by Mortgagor of the covenants and agreements under this Mortgage. For this purpose, Mortgagor absolutely and irrevocably mortgages, grants, conveys and assigns to Lender, with right of entry and possession, with power of sale, all estate, right and interest and all replacements of, substitutions for and



additions thereto that Mortgagor now has or may hereafter acquire, in, to under or derived from any or all of the following (all of which are hereinafter together referred to as the "Property"), to wit:

ALL THOSE certain pieces, parcels or tracts of land or real property of which the Mortgagor is now seized and in actual or constructive possession, situate in Shelby County, Alabama, more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter collectively referred to as the "Real Property");

TOGETHER WITH all buildings, structures and other improvements of any kind, nature or description now or hereafter erected, constructed, placed or located upon said Real Property (which buildings, structures and other improvements are hereinafter sometimes together referred to as the "Improvements"), including, without limitation, any and all additions to, substitutions for or replacements of such Improvements;

TOGETHER WITH all minerals, royalties, gas rights, water, water rights, water stock, flowers, shrubs, lawn plants, crops, trees, timber and other emblements now or hereafter located on, under or above all or any part of the Real Property;

TOGETHER WITH all and singular, the tenements, hereditaments, strips and gores, rights-of-way, easements, privileges and other appurtenances now or hereafter belonging or in any way appertaining to the Real Property, including, without limitation, all right, title and interest of the Mortgagor in any after-acquired right, title, interest, remainder or reversion, in and to the beds of any ways, streets, avenues, roads, alleys, passages and public places, open or proposed, in front of, running through, adjoining or adjacent to said Real Property (hereinafter sometimes together referred to as "Appurtenances");

TOGETHER WITH any and all leases, contracts, rents, royalties, issues, revenues, profits, proceeds, income and other benefits, including accounts receivable, of, accruing to or derived from said Real Property, Improvements and Appurtenances and any business or enterprise presently situated or hereafter operated thereon and therewith (hereinafter sometimes together referred to as the "Rents");

TOGETHER WITH, any and all awards or payments, including interest thereon, and the right to receive the same, as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to, taking of, or decrease in the value of, the Property to the extent of all amounts which may be secured by this Mortgage at the date of any such award or payment including but not limited to Reasonable Attorneys' Fees (as defined in Section 48 herein), costs and disbursements incurred by the Lender in connection with the collection of such award or payment;

AS WELL AS all of the right, title and interest of Mortgagor in and to all fixtures, goods, chattels, construction materials, furniture, furnishings, equipment, machinery, apparatus, appliances, and other items of personal property, whether tangible or intangible, of any kind,



nature or description, whether now owned or hereafter acquired by the Mortgagor, including, without limitation, improvements including furnaces, steam boilers, hot-water boilers, oil burners, pipes, radiators, air-conditioning and sprinkler systems, gas and electric fixtures, carpets, rugs, shades, awnings, screens, elevators, motors, dynamos, cabinets, and all other furnishings, tools, equipment and machinery, appliances, building supplies, materials, general intangibles, contract rights, accounts receivable, business records, fittings and fixtures of every kind, which is, are or shall hereafter be located upon, attached, affixed to or used or useful, either directly or indirectly, in connection with the complete and comfortable use, occupancy and operation of said Real Property including, without limitation, any and all licenses, permits or franchises, used or required in connection with such use, occupancy or operation, as well as the proceeds thereof or therefrom regardless of form (hereinafter sometimes together referred to as "Fixtures and Personal Property," which term expressly excludes any toxic waste or substances deemed hazardous under federal, state or local laws). The Mortgagor hereby expressly grants to Lender a present security interest in and a lien and encumbrance upon the Fixtures and Personal Property.

MORTGAGOR COVENANTS, WARRANTS AND REPRESENTS to Lender that the Mortgagor is indefeasibly seized of the Property and has good right, full power, and lawful authority to convey and encumber all of the same as aforesaid; that the Mortgagor hereby fully warrants the title to the Property and will defend the same and the validity and priority of the lien, security title and encumbrance of this Mortgage against the lawful claims of all persons whomsoever; and the Mortgagor further warrants that the Property is free and clear of all liens and encumbrances of any kind, nature or description, save and except only (with respect to said Real Property, Improvements and Appurtenances) for real property taxes for years subsequent to 2010 and those matters set forth in Exhibit "B" attached hereto and by this reference made a part hereof (hereinafter referred to as the "Permitted Exceptions").

This conveyance is intended (i) to constitute a security agreement as required under the Uniform Commercial Code of Alabama and (ii) to operate and is to be construed as a deed passing the title to the Property to the Lender and is made under those provisions of the existing laws of the State of Alabama relating to deeds of trust, and not as a mortgage, and is given to secure (a) the debt evidenced by the Note (which is incorporated herein by reference and to which reference is made for all purposes, and which Borrower acknowledges evidences an indebtedness arising from a business loan from Lender to Borrower for the purpose of refinancing current real estate debt of the Borrower) of even date herewith executed by the Borrower, payable to the order of the Lender at its office at 8025 Westside Parkway, Alpharetta, Georgia 30004, or to such other person and at such other place as the holder may from time to time require, or so much thereof as may have been advanced and remain outstanding from time to time, with interest at the rate specified in the Note, subject to adjustment as therein specified; (b) any and all renewals, extensions, modifications or amendments of the Note; (c) each and every covenant, obligation and undertaking of the Mortgagor in this Mortgage, the Note and in the other Loan Documents (as defined hereinafter); and (d) any and all other indebtedness which may hereafter be owing by the Borrower to the Lender which is incurred or created by advances made by the Lender to or on behalf of or for the account of the Borrower in accordance with the



provisions of this Mortgage or otherwise permitted by the provisions of this Mortgage. Principal and interest shall be payable in installments the last of which shall, unless the maturity thereof is accelerated by the holder of the Note or the principal amount of the Note is prepaid, all as provided in the Note. The term "Loan Documents" for the purposes of this Mortgage means the Note, this Mortgage and any other instrument or document delivered by Borrower or its Affiliates evidencing or securing the Note or any other indebtedness due and owing by Borrower or its Affiliates to Lender.

Borrower and Mortgagor (to the extent the obligations hereunder relate to the Property), for the benefit of the Lender, and its successors and assigns, do hereby expressly covenant and agree:

1. PAYMENT OF PRINCIPAL AND INTEREST. Borrower shall pay the principal of the indebtedness evidenced by the Note, together with all interest thereon, in accordance with the terms of the Note, promptly at the times, at the place and in the manner that said principal and interest shall become due, and to promptly and punctually pay all other sums required to be paid by the Borrower pursuant to the terms of the Note, this Mortgage and the Loan Documents.

2. PERFORMANCE OF OTHER OBLIGATIONS. To perform, comply with and abide by each and every one of the covenants, agreements and conditions contained and set forth in the Note, this Mortgage and the other Loan Documents and to comply with all laws, ordinances, rules, regulations and orders of governmental authorities now or hereafter affecting the Property or requiring any alterations or improvements to be made thereon, and perform all of its obligations under any covenant, condition, restriction or agreement of record affecting the Property and to insure that at all times the Property constitutes one or more legal lots capable of being conveyed without violation of any subdivision or platting laws, ordinances, rules or regulations, or other laws relating to the division or separation of real property.

3. PRESERVATION AND MAINTENANCE OF PROPERTY; ACCESSIBILITY; HAZARDOUS WASTE. To keep all Improvements now existing or hereafter erected on the Real Property in good order and repair and not to do or permit any waste, impairment or deterioration thereof or thereon, nor to alter, remove or demolish any of the Improvements or any Fixtures or Personal Property attached or appertaining thereto, without the prior written consent of the Lender, nor to initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restrictions limiting or defining the uses which may be made of the Property or any part thereof, nor to do or permit any other act whereby the Property shall become less valuable, be used for purposes contrary to applicable law or be used in any manner which will increase the premium for or result in a termination or cancellation of the insurance hereinafter required to be kept and maintained on the Property. In furtherance of, and not by way of limitation upon the foregoing covenant, Mortgagor shall effect such repairs as the Lender may reasonably require, and from time to time make all needful and proper replacements so that said Improvements, Appurtenances, Fixtures and Personal Property will, at all times, be in good condition, fit and proper for the respective purposes for which they were originally erected or installed. Mortgagor at all times shall maintain the Property in full



compliance with all federal, state or municipal laws, ordinances, rules and regulations currently in existence or hereafter enacted or rendered governing accessibility for the disabled, including but not limited to The Architectural Barriers Act of 1988, The Rehabilitation Act of 1973, The Fair Housing Act of 1988 and The Americans With Disabilities Act of 1990 (hereinafter, collectively the "Accessibility Laws"). Mortgagor at all times shall keep the Property and ground water of the Property free of "Hazardous Materials" (as hereinafter defined). Mortgagor shall not permit its tenants or any third party requiring the consent of Mortgagor to enter the Property, to use, generate, manufacture, store, release, threaten release, or dispose of Hazardous Materials in, on or about the Property or the ground water of the Property in violation of any federal, state or municipal law, decision, statute, rule, ordinance or regulation currently in evidence or hereinafter enacted or rendered ("Hazardous Waste Laws"). Mortgagor shall give Lender prompt written notice of any claim by any person, entity, or governmental agency that a significant release or disposal of Hazardous Materials has occurred on the Property. The Mortgagor, through its professional engineers and at its cost, shall promptly and thoroughly investigate suspected Hazardous Materials contamination of the Property. Mortgagor shall forthwith remove, repair, clean up, and/or detoxify any Hazardous Materials from the Property or the ground water of the Property whether or not such actions are required by law, and whether or not Mortgagor was responsible for the existence of the Hazardous Materials in, on or about the Property or the ground water of the Property. "Hazardous Materials" shall include but not be limited to substances defined as "hazardous substances," "hazardous materials," or "toxic substances," in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1801 et seq.; the Resources Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq.; the Toxic Substances Control Act, 15 U.S.C. Sec. 2601 et seq.; the Clean Air Act, 42 U.S.C. Sec. 7401 et seq.; and the Clean Water Act, 33 U.S.C. Sec. 1251 et seq.

Borrower and Mortgagor do hereby agree to indemnify Lender and hold Lender harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever paid, incurred or suffered by or asserted against Lender for, with respect to, or as a direct or indirect result of the non-compliance of the Property with the Accessibility Laws and/or the presence on, under or about the Property, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from, the Property of any Hazardous Materials (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Hazardous Waste Laws, regardless of whether or not caused by, or within the control of, Mortgagor).

Lender, and/or its agents, shall have the right and shall be permitted, but shall not be required, at all reasonable times, to enter upon and inspect the Property to insure compliance with the foregoing covenants and any and all other covenants, agreements and conditions set forth in this Mortgage. Liability under this Section of this Mortgage shall extend beyond repayment of the Note and compliance with the terms of this Mortgage; provided, however, Borrower and Mortgagor shall have no liability under this Section 3 as to Hazardous Materials if the Property becomes contaminated subsequent to Lender's acquisition of the Property by foreclosure, acceptance by Lender of a deed in lieu thereof, or subsequent to any transfer of



ownership of the Property which was approved or authorized by Lender in writing, provided that such transferee assumes all obligations of Borrower and Mortgagor with respect to Hazardous Materials pursuant to this Mortgage from and after the date of the transfer. The burden of proof under this Section with regard to establishing the date upon which Hazardous Material was placed or appeared in, on or under the Property shall be upon Borrower and Mortgagor.

4. PAYMENT OF TAXES, ASSESSMENTS AND OTHER CHARGES. To pay all and singular such taxes, assessments and public charges as are already levied or assessed or that may be hereafter levied or assessed upon or against the Property, when the same shall become due and payable according to law, before the same become delinquent, and before any interest or penalty shall attach thereto, and to deliver official receipts evidencing the payment of the same to the Lender not later than thirty (30) days following the payment of the same. Mortgagor shall have the right to contest, in good faith, the proposed assessment of ad valorem taxes or special assessments by governmental authorities having jurisdiction of the Property; provided, however, the Mortgagor shall give written notice thereof to Lender and Lender may, in its sole discretion, require that a bond or other collateral satisfactory to Lender be delivered to Lender in connection with any such action by Mortgagor.

5. PAYMENT OF LIENS, CHARGES AND ENCUMBRANCES. To immediately pay and discharge from time to time when the same shall become due all lawful claims and demands of mechanics, materialmen, laborers and others which, if unpaid, might result in, or permit the creation of, a lien, charge or encumbrance upon the Property or any part thereof, or on the rents, issues, income, revenues, profits and proceeds arising therefrom and, in general, to do or cause to be done everything necessary so that the lien and security title of this Mortgage shall be fully preserved at the cost of the Borrower and Mortgagor, without expense to the Lender. Mortgagor shall have the right to contest, in good faith and in accordance with applicable laws and procedures, mechanic's and materialmen's liens filed against the Property; provided, however, that Mortgagor shall give written notice thereof to Lender, and Lender may at its sole option require that a bond or other collateral satisfactory to Lender (and acceptable to the title company insuring the Mortgage) in connection with any such action by Mortgagor.

6. PAYMENT OF JUNIOR ENCUMBRANCES. To permit no default or delinquency under any other lien, imposition, charge or encumbrance against the Property, even though junior and inferior to the lien and security title of this Mortgage; provided, however, the foregoing shall not be construed to permit any other lien or encumbrance against the Property.

7. PAYMENT OF MORTGAGE TAXES. To pay any and all taxes which may be levied or assessed directly or indirectly upon the Note and this Mortgage (except for income taxes payable by the Lender) or the debt secured hereby, without regard to any law which may be hereafter enacted imposing payment of the whole or any part thereof upon the Lender, its successors or assigns. Upon violation of this agreement to pay such taxes levied or assessed upon the Note and this Mortgage, or upon the rendering by any court of competent jurisdiction of a decision that such an agreement by the Mortgagor is legally inoperative, or if any court of competent jurisdiction shall render a decision that the rate of said tax when added to the rate of



interest provided for in the Note exceeds the then maximum rate of interest allowed by law, then, and in any such event, the debt hereby secured shall, at the option of the Lender, its successors or assigns, become immediately due and payable, anything contained in this Mortgage or in the Note secured hereby notwithstanding, without the imposition of any prepayment premium or penalty as described in the Note. The additional amounts which may become due and payable hereunder shall be part of the debt secured by this Mortgage.

8. HAZARD INSURANCE. To continuously, during the term hereof, keep the Improvements and the Fixtures and Personal Property now or hereafter existing, erected, installed and located in or upon the Real Property insured with extended coverage insurance against loss or damage resulting from fire, windstorm, flood, sinkhole and such other hazards, casualties, contingencies and perils, including, without limitation, other risks insured against by persons operating like properties in the locality of the Property, on such forms as may be required by Lender, covering the Property in the amount of the full replacement cost thereof (provided that Borrower provides an unqualified replacement cost endorsement; otherwise, the amount of such insurance shall not be less than the outstanding balance of the Note, and covering all loss or abatement of rental or other income without provision for co-insurance in an amount equal to the scheduled rental income of the Property for at least twelve (12) months, or if applicable, business interruption insurance in an amount sufficient to pay debt service, operating expenses, taxes and insurance for the Property for twelve (12) months, and covering loss by flood (if the Property lies in a specified Flood Hazard Area as designated on the Department of Housing and Urban Development Maps, or other flood prone designation) in an amount equal to the outstanding principal balance of the indebtedness secured hereby or such other amount of coverage as approved by Lender. All such insurance shall be carried with such company or companies as may be acceptable to the Lender, which company or companies shall have a current rating equivalent to at least A:VIII as shown in Best's Key Rating Guide, and the original policy or policies and renewals thereof (or, at the sole option of the Lender, duplicate originals or certified copies thereof), together with receipts evidencing payment of the premium therefor, shall be deposited with, held by and are hereby assigned to Lender as additional security for the indebtedness secured hereby. Each such policy of insurance shall contain a non-contributing loss payable clause in favor of and in form acceptable to Lender and shall provide for not less than thirty (30) days' prior written notice to Lender of intent to modify, cancel or terminate or the expiration of such policies of insurance. Not less than fifteen (15) days prior to the expiration dates of each policy required hereunder, Borrower will deliver or cause to be delivered to Lender a renewal policy or policies marked "premium paid" or accompanied by other evidence of payment and renewal satisfactory to Lender; and in the event of foreclosure of or exercise of the power of sale in this Mortgage, any purchaser or purchasers of the Property shall succeed to all rights of the Borrower, including any rights to unearned premiums, in and to all insurance policies assigned and delivered to Lender pursuant to the provisions of this Section 8.

In the event of loss by reason of hazards, casualties, contingencies or perils for which insurance has been required by the Lender hereunder, the Borrower shall give immediate notice thereof to the Lender, and the Lender is hereby irrevocably appointed attorney-in-fact coupled with an interest, for the Borrower to, at Lender's option, make proof of loss if not made promptly



by the Borrower, and each insurance company concerned is hereby notified, authorized and directed to make payment for such loss directly to the Lender, instead of to the Borrower and Lender jointly, and Borrower hereby authorizes Lender to adjust and compromise any losses for which insurance proceeds are payable under any of the aforesaid insurance policies and, after deducting the costs of collection, to apply the proceeds of such insurance, at its option, as follows: (a) to the restoration or repair of the insured Improvements, Fixtures and Personal Property, provided that, in the opinion and sole discretion of the Lender, such restoration or repair is reasonably practical and, provided further, that, in the opinion and sole discretion of the Lender, either: (i) the insurance proceeds so collected are sufficient to cover the cost of such restoration or repair of the damage or destruction with respect to which such proceeds were paid, or (ii) the insurance proceeds so collected are not sufficient alone to cover the cost of such restoration or repair, but are sufficient therefor when taken together with funds provided and made available by the Borrower from other sources; in which event the Lender shall make such insurance proceeds available to the Borrower for the purpose of effecting such restoration or repair; but Lender shall not be obligated to see to the proper application of such insurance proceeds nor shall the amount of funds so released or used be deemed to be payment of or on account of the indebtedness secured hereby, or (b) to the reduction of the outstanding principal indebtedness secured hereby, notwithstanding the fact that the amount owing thereon may not then be due and payable or that said indebtedness is otherwise adequately secured, in which event such proceeds shall be applied at par against the indebtedness secured hereby and the monthly payment due on account of such indebtedness shall be adjusted accordingly. None of such actions taken by the Lender shall be deemed to be or result in a waiver or impairment of any equity, lien or right of the Lender under and by virtue of this Mortgage, nor will the application of such insurance proceeds to the reduction of the indebtedness serve to cure any default in the payment thereof. In the event of foreclosure of this Mortgage or other transfer of title to the Property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Borrower in and to any insurance policies then in force and insurance proceeds then payable shall pass to the purchaser. In case of Borrower's failure to keep the Property so insured, Lender or its assigns, may, at its option (but shall not be required to) effect such insurance at Borrower's expense.

9. LIABILITY INSURANCE. To carry and maintain such commercial general liability insurance of not less than \$2,000,000.00, on forms, in amounts and with such company or companies as may be acceptable to Lender. All such commercial general liability insurance shall be carried with a company or companies which have a current rating equivalent to at least A:VIII as shown in Best's Key Rating Guide. Such policy or policies of insurance shall name Lender as an additional insured and shall provide for not less than thirty (30) days' prior written notice to Lender of modification, cancellation, termination or expiration of such policy or policies of insurance. Not less than fifteen (15) days prior to the expiration dates of such policy or policies, Borrower will deliver or cause to be delivered to Lender a renewal policy or policies marked "premium paid" or accompanied by other evidence of payment and renewal satisfactory to Lender. The original policy or policies and all renewals thereof (or, at the sole option of the Lender, duplicate originals or certified copies thereof or certificates thereof), together with



receipts evidencing payment of the premium therefor, shall be deposited with, held by and are hereby assigned to Lender as additional security for the indebtedness secured hereby.

10. COMPLIANCE WITH LAWS. To observe, abide by and comply with all statutes ordinances, laws, orders, requirements or decrees relating to the Property enacted, promulgated or issued by any federal, state, county or municipal authority or any agency or subdivision thereof having jurisdiction over the Borrower, the Mortgagor or the Property, and to observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including, but not limited to, zoning variances, special exceptions and nonconforming uses), privileges, franchises and concessions which are applicable to the Property or which have been granted to or contracted for by Borrower or Mortgagor in connection with any existing, presently contemplated or future use of the Property.

11. MAINTENANCE OF PERMITS. To obtain, keep and constantly maintain in full force and effect during the entire term of this Mortgage, all certificates, licenses and permits necessary for the intended use of the Property, and, except as specifically provided for in this Mortgage, not to assign, transfer or in any manner change such certificates, licenses or permits without first receiving the written consent of the Lender.

12. OBLIGATIONS AS LESSOR. To perform every obligation as "lessor" and enforce every material obligation of the lessee in any and every lease or other occupancy agreement affecting the Property or any part thereof (hereinafter referred to as the "Occupancy Leases"), and not to modify, alter, waive or cancel any such Occupancy Leases or any part thereof, nor collect for more than thirty (30) days in advance any rents that may be collectible under any such Occupancy Leases and, except as provided for in this Mortgage, not to assign any such Occupancy Lease or any such rents to any party other than Lender, without the prior written consent of the Lender. In the event of default under any such Occupancy Lease by reason of failure on the part of the lessor to keep or perform one or more of the covenants, agreements or conditions thereof, the Lender is hereby authorized and empowered, and may, at its sole option, remedy, remove or cure any such default, and further, Lender may, at its sole option and in its sole discretion, but without obligation to do so, pay any sum of money deemed necessary by it for the performance of said covenants, agreements and conditions, or for the curing or removal of any such default, and incur all expenses and obligations which it may consider necessary or reasonable in connection therewith, and Borrower shall repay on demand all such sums so paid or advanced by Lender together with interest thereon until paid at the lesser of either (i) the highest rate then allowed by the laws of the State of Alabama, or, if controlling, the laws of the United States, or (ii) sixteen percent (16%) per annum; all of such sums, if unpaid, shall be added to and become part of the indebtedness secured hereby. Neither the right nor the exercise of the right herein granted unto Lender to keep or perform any such covenants, agreements, or conditions as aforesaid shall preclude Lender from exercising its option to cause the whole indebtedness secured hereby to become immediately due and payable by reason of a default of the lessor in keeping or performing any such covenants, agreements or conditions as hereinabove required.



13. PROHIBITION AGAINST ALTERATION. Not to alter, erect, build or construct upon any portion of the Property, any structure of any kind whatsoever, the erection, building or construction of which has not been previously approved by Lender in writing, which approval shall be at the sole discretion of Lender. To the extent any alterations or improvements are required to be approved by any tenants of the Property, no such alterations or improvements shall be made unless and until such consent has been obtained in writing and a copy thereof furnished to Lender.

14. EXECUTION OF ADDITIONAL DOCUMENTS. To do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, deeds to secure debt, assignments, notices of assignments, transfers, assurances and other instruments, including security agreements and financing statements, as the Lender shall from time to time require for the purpose of better assuring, conveying, assigning, transferring and confirming unto the Lender the Property and rights hereby encumbered, created, conveyed, assigned or intended now or hereafter so to be encumbered, created, conveyed or assigned or which the Borrower may now be or may hereafter become bound to encumber, create, convey, or assign to the Lender, or for the purpose of carrying out the intention or facilitating the performance of the terms of this Mortgage, or for filing, registering or recording this Mortgage, and to pay all filing, registration or recording fees and all taxes, costs and other expenses, including Reasonable Attorneys' Fees (as defined in Section 48 hereof), incident to the preparation, execution, acknowledgment, delivery, and recordation of any of the same.

15. AFTER-ACQUIRED PROPERTY SECURED. It is understood and agreed that all right, title and interest of the Mortgagor in and to all extensions, improvements, betterments, renewals, substitutions and replacements of, and all additions and appurtenances to, the Property hereinabove described, hereafter acquired by or released to the Mortgagor, or constructed, assembled or placed by the Mortgagor on the Real Property, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further mortgage, encumbrance, conveyance, assignment or other act by the Mortgagor, shall become subject to the lien and security title of this Mortgage as fully and completely and with the same effect as though now owned by the Mortgagor and specifically described herein, but at any and all times the Mortgagor will execute and deliver to the Lender any and all such further assurances, mortgages, deeds to secure debt, conveyances, or assignments thereof or security interests therein as the Lender may reasonably require for the purpose of expressly and specifically subjecting the same to the lien and security title of this Mortgage.

16. PAYMENTS BY LENDER ON BEHALF OF BORROWER OR MORTGAGOR. Should the Mortgagor fail to make payment of any taxes, assessments or public charges on or with respect to the Property before the same shall become delinquent, or shall fail to make payment of any insurance premiums or other charges, impositions or liens herein or elsewhere required to be paid by the Mortgagor, then the Lender, at its sole option, but without obligation to do so, may make payment or payments of the same and also may redeem the Property from tax sale without any obligation to inquire into the validity of such taxes,



assessments and tax sales. In the case of any such payment by the Lender, Borrower and Mortgagor agree to reimburse the Lender, upon demand therefor, the amount of such payment and of any fees and expenses attendant in making the same, together with interest thereon at the lesser of either (i) the highest rate then allowed by the laws of the State of Alabama, or if controlling, the laws of the United States, or (ii) sixteen percent (16%) per annum; and until paid, such amounts and interest shall be added to and become part of the debt secured hereby to the same extent that this Mortgage secures the repayment of the indebtedness evidenced by the Note. In making payments hereby authorized by the provisions of this Section 16; the Lender may do so whenever, in its sole judgment and discretion, such advance or advances are necessary or desirable to protect the full security intended to be afforded by this instrument. Neither the right nor the exercise of the right herein granted unto the Lender to make any such payments as aforesaid shall preclude the Lender from exercising its option to cause the whole indebtedness secured hereby to become immediately due and payable by reason of the Mortgagor's default in making such payments as hereinabove required.

17. FINANCIAL STATEMENTS AND OTHER RECORDS. So long as any portion of the indebtedness evidenced by the Note and secured by the Loan Documents remains outstanding, Borrower shall deliver to Lender: (i) consolidated audited financial statements on Borrower which shall be delivered to Lender within thirty (30) days of completion, but in no event later than one hundred twenty (120) days after the end of each fiscal year which ends on December 31; (ii) quarterly financial states for Borrower and its Affiliates within twenty (20) days after the end of each calendar quarter; (iii) monthly borrowing base certificate and accounts receivable aging reports for Borrower and its Affiliates within ten (10) days after the end of each calendar month; (iv) copies of Borrower's and Borrower's Affiliates federal income tax return within thirty (30) days of filing with the Internal Revenue Service; (v) yearly personal financial statements for Reza Abree, Christopher Roberds and Scott Smeller which shall be delivered to Lender within thirty (30) days of completion, but in no event later than one hundred twenty (120) days after the end of each calendar year; (vi) copies of federal income tax returns for Reza Abree, Christopher Roberds and Scott Smeller within thirty (30) days of filing with the Internal Revenue Service. Further, so long as any portion of the indebtedness evidenced by the Note and secured by the Loan Documents remains outstanding: (i) Borrower and its Affiliates shall maintain a debt leverage ratio of less than or equal to 2:5:1, which may be tested annually by Lender; and (ii) Borrower and its Affiliates shall maintain a debt service coverage ratio greater or equal to 1.25x, which may be tested annually by Lender. Borrower shall also deliver to Lender such other additional financial and management information as may, from time to time, be reasonably required by Lender at any time during the term of the loan upon request from Lender. Notwithstanding the foregoing, if extensions are filed for the tax returns, then in that event Borrower further covenants and agrees to furnish to Lender a copy of its respective income tax return within thirty (30) days after any permitted extension date. The form and content of the financial statements must be acceptable to Lender, must be certified by Borrower to be correct and complete, and must include a complete description of all contingent liabilities, including, without limitation, all indebtedness guaranteed. Failure to provide any of the information required in this Section shall be a default under this Mortgage. Borrower further covenants and



agrees that Lender shall have the absolute right to inspect Borrower's books and records concerning the Property on reasonable prior notice and during reasonable business hours.

18. CONDEMNATION; EMINENT DOMAIN. All awards and other compensation heretofore or hereafter made to Mortgagor and all subsequent owners of the Property in any taking by eminent domain or recovery for inverse condemnation, either permanent or temporary, of all or any part of the Property or any easement or any appurtenance thereto, including severance and consequential damages and change in grade of any street, are hereby assigned to Lender, and Mortgagor hereby irrevocably appoints Lender as its attorney-in-fact, coupled with an interest, and authorizes, directs and empowers such attorney, at the option of said attorney, on behalf of Mortgagor, its successors and assigns, to adjust or compromise the claim for any such award and alone to collect and receive the proceeds thereof, to give proper receipts and acquittances therefor and, after deducting any expenses of collection, at its sole option:

(i) to apply the net proceeds as a credit upon the outstanding principal balance of the indebtedness secured hereby, as selected by Lender, notwithstanding the fact that the amount owing thereon may not then be due and payable or that the indebtedness is otherwise adequately secured. In the event Lender applies such awards to the reduction of the outstanding indebtedness evidenced by the Note, such proceeds shall be applied at par and the monthly installments due and payable under the Note shall be adjusted accordingly; however no such application shall serve to cure an existing default in the payment of the Note; or

(ii) to hold said proceeds without any allowance of interest and make the same available for restoration or rebuilding the Property. In the event that Lender elects to make said proceeds available to reimburse Mortgagor for the cost of the restoration or rebuilding of the buildings or improvements on the Property, such proceeds shall be made available in the manner and under the conditions that Lender may require as provided under Section 8 hereof. If the proceeds are made available by Lender to reimburse Mortgagor for the cost of said restoration or rebuilding, any surplus which may remain out of said award after payment of such cost of restoration or rebuilding shall be applied on account of the indebtedness secured hereby at par notwithstanding the fact that the amount owing thereon may not then be due and payable or that said indebtedness is otherwise adequately secured.

Mortgagor further covenants and agrees to give Lender immediate notice of the actual or threatened commencement of any proceedings under eminent domain and to deliver to Lender copies of any and all papers served in connection with any proceedings. Mortgagor further covenants and agrees to make, execute and deliver to Lender, at any time or times, upon request, free, clear and discharged of any encumbrance of any kind whatsoever, any and all further assignments and/or other instruments deemed necessary by Lender for the purpose of validly and sufficiently assigning all such awards and other compensation heretofore or hereafter made to Lender (including the assignment of any award from the United States government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for payment thereof).



It shall be a default hereunder if any part of any of the Improvements situated on the Property shall be condemned by any governmental authority having jurisdiction, or if lands constituting a portion of the Property shall be condemned by any governmental authority having jurisdiction, such that the Property is in violation of applicable parking, zoning or other ordinances, or fails to comply with the terms of the Occupancy Leases, and in either of said events, Lender shall be entitled to exercise any or all remedies provided or referenced in this Mortgage.

19. COSTS OF COLLECTION. In the event that the Note secured hereby is placed in the hands of an attorney for collection, or in the event that the Lender shall become a party either as plaintiff or as defendant, in any action, suit, appeal or legal proceeding (including, without limitation, foreclosure, condemnation, bankruptcy, administrative proceedings or any proceeding wherein proof of claim is by law required to be filed), hearing, motion or application before any court or administrative body in relation to the Property or the lien, security title and security interest granted or created hereby or herein, or for the recovery or protection of said indebtedness or the Property, or for the foreclosure of this Mortgage, the Borrower shall save and hold the Lender harmless from and against any and all costs and expenses incurred by the Lender on account thereof, including, but not limited to, Reasonable Attorneys' Fees, title searches and abstract and survey charges, at all trial and appellate levels, and the Borrower shall repay, on demand, all such costs and expenses, together with interest thereon until paid at the lesser of either (i) the highest rate then allowed by the laws of the State of Alabama, or, if controlling, the laws of the United States, or (ii) sixteen percent (16%) per annum; all of which sums, if unpaid, shall be added to and become a part of the indebtedness secured hereby.

20. DEFAULT RATE. Any sums not paid when due after any applicable notice and cure period, any sums not paid on the maturity date or any sums due by reason of acceleration under the provisions of the Note or this Mortgage, and whether principal, interest or money owing for advancements pursuant to the terms of this Mortgage or any other Loan Document, shall bear interest until paid at the lesser of (i) the highest rate then allowed by the laws of the State of Alabama, or, if controlling, the laws of the United States, or (ii) sixteen percent (16%) per annum; all of which sums shall be added to and become a part of the indebtedness secured hereby (the "Default Rate").

21. SAVINGS CLAUSE; SEVERABILITY. Notwithstanding any provisions in the Note or in this Mortgage to the contrary, the total liability for payments in the nature of interest including but not limited to any prepayment premiums or penalty, default interest and late fees shall not exceed the limits imposed by laws of the State of Alabama or the United States of America relating to maximum allowable charges of interest. Lender shall not be entitled to receive, collect or apply, as interest on the indebtedness evidenced by the Note, any amount in excess of the maximum lawful rate of interest permitted to be charged by applicable law. In the event Lender ever receives, collects or applies as interest any such excess, such amount which would be excessive interest shall be applied to reduce the unpaid principal balance of the indebtedness evidenced by the Note. If the unpaid principal balance of such indebtedness is paid in full any remaining excess shall be paid forthwith to the Borrower. If any clauses or provisions



herein contained operate or would prospectively operate to invalidate this Mortgage, then such clauses or provisions only shall be held for naught, as though not herein contained, and the remainder of this Mortgage shall remain operative and in full force and effect.

22. BANKRUPTCY, REORGANIZATION OR ASSIGNMENT. It shall be a default hereunder if the Borrower Or Mortgagor or any manager of Borrower or Mortgagor shall: (a) consent to the appointment of a receiver, trustee or liquidator of all or a substantial part of Borrower's or Mortgagor's assets, or (b) be adjudicated a bankrupt or insolvent, or file a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they become due, or (c) make a general assignment for the benefit of creditors, or (d) file a petition under or take advantage of any insolvency law, or (e) file an answer admitting the material allegations of a petition filed against the Borrower or Mortgagor or any manager of Borrower or Mortgagor in any bankruptcy, reorganization or insolvency proceeding or fail to cause the dismissal of such petition within thirty (30) days after the filing of said petition, or (f) take action for the purpose of effecting any of the foregoing, or (g) if any order, judgment or decree shall be entered upon an application of a creditor of Borrower or Mortgagor or any member of Borrower or Mortgagor by a court of competent jurisdiction approving a petition seeking appointment of a receiver or trustee of all or a substantial part of the Borrower's or Mortgagor's assets or any of Borrower's manager's assets or Mortgagor's Manager's assets and such order, judgment or decree shall continue unstayed and in effect for a period of thirty (30) days.

23. TIME IS OF THE ESSENCE; MONETARY AND NON-MONETARY DEFAULTS. It is understood that time is of the essence hereof in connection with all obligations of Borrower and Mortgagor herein, in the Note and any of the other Loan Documents.

If default be made in the payment of any installment of the Note, whether of principal or interest, or in the payment of any other sums of money referred to herein or in the Note, beyond any applicable notice and cure period in regard to such Monetary Default (as hereinafter defined), or in the event a breach or default be made by the Borrower in any one of the agreements, conditions and covenants of said Note beyond any applicable notice and cure period, this Mortgage or any Loan Documents evidencing or securing the Note, or in the event that each and every one of said agreements, conditions and covenants are not otherwise duly, promptly and fully discharged or performed, and any such Non-Monetary Default (as hereinafter defined) remains uncured for a period of thirty (30) days after written notice thereof from the Lender to the Borrower (or Mortgagor as the case may be) has been delivered in the manner prescribed in Section 41 hereof (except that if such nonmonetary default cannot reasonably be cured within the 30-day period Borrower (or Mortgagor as the case may be) shall have a reasonable period of time to cure such default provided that Borrower (or Mortgagor as the case may be) commences the cure of such default within the 30-day period and thereafter diligently pursues the cure to completion), Lender at its sole option may thereupon or thereafter declare the indebtedness evidenced by the Note, as well as all other monies secured hereby, including, without limitation, all prepayment premiums or penalties and late payment charges, to be forthwith due and payable, whereupon the principal of and the interest accrued on the indebtedness evidenced by the Note



and all other sums secured by this Mortgage at the option of Lender shall immediately become due and payable as if all of said sums of money were originally stipulated to be paid on such day, and thereupon, Lender may avail itself of all rights and remedies provided by law and may prosecute a suit at law or in equity as if all monies secured hereby had matured prior to its institution, anything in this Mortgage or in the Note to the contrary notwithstanding. Notwithstanding anything to the contrary contained herein or in any other Loan Documents, Lender shall give one (1) written notice of a Monetary Default within any twelve month period during the term of the Note and a five (5) day period after the date of such notice within which to cure said Monetary Default. Except as provided herein, Lender shall have no obligation to provide notice of, or any period to cure, any Monetary Default or any Incurable Default (as hereinafter defined) prior to exercising its right, power and privilege to accelerate the maturity of the indebtedness secured hereby.

As used herein, the term "Monetary Default" shall mean any default which can be cured by the payment of money such as, but not limited to, the payment of principal and interest due under the Note, the payment of taxes, assessments and insurance premiums when due as provided in this Mortgage. As used herein, the term "Non-Monetary Default" shall mean any default which is not a Monetary Default or an Incurable Default. As used herein, the term "Incurable Default" shall mean (i) any voluntary or involuntary sale, assignment, mortgaging, encumbering or transfer in violation of the covenants contained herein; or (ii) if Borrower or Mortgagor, or any person or entity comprising Borrower or Mortgagor, or any guarantor should make an assignment for the benefit of creditors, become insolvent, or file a petition in bankruptcy (including but not limited to, a petition seeking a rearrangement or reorganization), or (iii) any statement, representation or warranty made herein or in any Loan Document is false or untrue in any material respect when made.

If an event of default shall have occurred, Lender may declare the outstanding principal amount of the Note and the interest accrued thereon, and all other sums secured hereby, to be due and payable immediately, and upon such declaration such principal and interest and other sums shall immediately become and be due and payable without demand or notice.

If an event of default shall have occurred, Lender may, either with or without entry or taking possession as hereinabove provided or otherwise, proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy:

a. to enter upon the Property from time to time, with or without notice, and without releasing Borrower or Mortgagor from their obligations hereunder, and without becoming a mortgagee in possession, and do such other acts and things as Lender deems necessary or desirable in order to inspect, investigate, assess and protect the security hereof or to cure any Default;

b. to commence and maintain an action or actions in any court of competent jurisdiction to foreclose this instrument as a mortgage or to obtain specific enforcement of the covenants of Borrower or Mortgagor hereunder. For the purposes of any suit



brought under this subparagraph, Borrower and Mortgagor waive the defense of laches and any applicable statute of limitations;

c. to sell the Property to the highest bidder at public auction in front of the courthouse door in the county or counties, as may be required, where the Property is located, either in person or by auctioneer, after having first given notice of the time, place and terms of sale, together with a description of the property to be sold, by publication once a week for three (3) successive weeks prior to said sale in some newspaper published in said county or counties, as may be required, and, upon payment of the purchase money, Lender or any person conducting the sale for Lender, is authorized to execute to the purchaser at said sale a deed to the Property so purchased. Lender may bid at said sale and purchase the Property, or any part thereof, if the highest bidder therefor. At the foreclosure sale, the Property may be offered for sale and sold as a whole without first offering it in any other manner or may be offered for sale and sold in any other manner as Lender may elect. The foregoing power of sale shall in no way impair or limit any remedies otherwise available to Lender. Lender may credit bid all or any portion of the obligations due under the terms of the Note at any such sale. A sale of less than the whole of the Property or any defective or irregular sale made hereunder shall not exhaust the power of sale provided for herein. Lender shall deliver to the purchaser at such sale a deed conveying the Property or portion thereof so sold, but without any covenant or warranty, express or implied. The recitals of any facts in any such deed shall be conclusively deemed true;

d. to resort to and realize upon the Property and any other security now or later held by Lender concurrently or successively and in one or several consolidated or independent judicial actions or non-judicial proceedings, or both.

24. PROTECTION OF LENDER'S SECURITY. At any time after default hereunder the Lender is authorized, without notice and in its sole discretion, to enter upon and take possession of the Property or any part thereof and to perform any acts which the Lender deems necessary or proper to conserve the security herein intended to be provided by the Property, to operate any business or businesses conducted thereon and to collect and receive all rents, issues and profits thereof and therefrom, including those past due as well as those accruing thereafter.

25. APPOINTMENT OF RECEIVER. If, at any time after a default hereunder, in the sole discretion of the Lender, a receivership may be necessary to protect the Property or its rents, issues, revenue, profits or proceeds, whether before or after maturity of the indebtedness secured hereby and whether before or at the time of or after the institution of suit to collect such indebtedness, or to enforce this Mortgage, the Lender, as a matter of strict right and regardless of the value of the Property or the amounts due hereunder or secured hereby, or of the solvency of any party bound for the payment of such indebtedness, shall have the right to obtain or cause to be obtained, upon *ex parte* application and without notice to anyone, and by any court having jurisdiction, to the appointment of a receiver to take charge of, manage, preserve, protect and operate the Property, to collect the rents, issues, revenues, profits, proceeds and income thereof,



to make all necessary and needful repairs, and to pay all taxes, assessments and charges against the Property and all premiums for insurance thereon, and to do such other acts as may by such court be authorized and directed, and after payment of the expenses of the receivership and the management of the Property, to apply the net proceeds of such receivership in reduction of the indebtedness secured hereby or in such other manner as the said court shall direct, notwithstanding the fact that the amount owing thereon may not then be due and payable or the said indebtedness is otherwise adequately secured. Such receivership shall, at the option of Lender, continue until full payment of all sums hereby secured or until title to the Property shall have passed by sale under this Mortgage. Borrower and Mortgagor hereby specifically waive their right to object to the appointment of a receiver as aforesaid and hereby expressly agree that such appointment shall be made as an admitted equity and as a matter of absolute right to the Lender.

26. RIGHTS AND REMEDIES CUMULATIVE; FORBEARANCE NOT A WAIVER. The rights and remedies herein provided are cumulative and Lender, as the holder of the Note and of every other obligation secured hereby, may recover judgment thereon, issue execution therefor and resort to every other right or remedy available at law or in equity, without first exhausting any right or remedy available to Lender and without affecting or impairing the security of any right or remedy afforded hereby, and no enumeration of special rights or powers by any provisions hereof shall be construed to limit any grant of general rights or powers, or to take away or limit any and all rights granted to or vested in Lender by law, and Borrower further agrees that no delay or omission on the part of the Lender to exercise any rights or powers accruing to it hereunder shall impair any such right or power or shall be construed to be a waiver of any such event of default hereunder or any acquiescence therein; and every right, power and remedy granted herein or by law to the Lender may be exercised from time to time as often as may be deemed expedient by the Lender.

27. MODIFICATION NOT AN IMPAIRMENT OF SECURITY. Lender, without notice and without regard to the consideration, if any, paid therefor, and notwithstanding the existence at the time of any inferior mortgages, deeds to secure debt, or other liens thereon, may release any part of the security described herein or may release any person or entity liable for any indebtedness secured hereby without in any way affecting the priority of this Mortgage, to the full extent of the indebtedness remaining unpaid hereunder, upon any part of the security not expressly released. Lender may, at its option and within its sole discretion, also agree with any party obligated on said indebtedness, or having any interest in the security described herein, to extend the time for payment of any part or all of the indebtedness secured hereby, and such agreement shall not, in any way, release or impair this Mortgage, but shall extend the same as against the title of all parties having any interest in said security, which interest is subject to this Mortgage.

28. PROPERTY MANAGER. The exclusive manager of the Property shall be the Borrower or an Affiliate of Borrower, or such other manager as may be first approved in writing by Lender. The exclusive leasing agent of the Property, if other than the foregoing party, shall be first approved in writing by the Lender. The governing management and leasing contracts



shall be subordinate to this Mortgage and satisfactory to and subject to the written reasonable approval of Lender throughout the term of the indebtedness secured hereby. Upon default in either of these requirements, then the whole of the indebtedness hereby secured shall, at the election of the Lender, become immediately due and payable, together with any default premium and late payment charges required by the Note, and the Lender shall be entitled to exercise any or all remedies provided or referenced in this Mortgage.

29. MODIFICATION NOT A WAIVER. In the event Lender: (a) releases, as aforesaid any part of the security described herein or any person or entity liable for any indebtedness secured hereby, or (b) grants an extension of time for the payment of the Note, or (c) takes other or additional security for the payment of the Note, or (d) waives or fails to exercise any rights granted herein, in the Note, or any of the other Loan Documents, any said act or omission shall not release Borrower, subsequent purchasers of the Property or any part thereof, or makers, sureties, endorsers or guarantors of the Note, if any, from any obligation or any covenant of this Mortgage, the Note, or any of the other Loan Documents, nor preclude Lender from exercising any right, power or privilege herein granted or intended to be granted in the event of any other default then made, or any subsequent default.

30. TRANSFER OF PROPERTY OR CONTROLLING INTEREST IN BORROWER OR MORTGAGOR; ASSUMPTION. Except as hereafter provided, without the prior written consent of the Lender, the sale, transfer, assignment, or conveyance of all or any portion of the Property, or (i) a beneficial interest in Borrower or Mortgagor is sold or transferred, (ii) there is a change in either the identity or number of members of the Borrower or Mortgagor or (iii) if there is a transfer, assignment, or conveyance of any interest in Borrower or Mortgagor whether voluntarily or by operation of law, without the prior written consent of Lender, shall constitute a default under the terms of this Mortgage and entitle the Lender, at its sole option, to accelerate all sums due on the Note together with any prepayment premiums or penalties, late payment charges, or any other amounts secured hereby. In the event the ownership of the Property, or any part thereof, shall become vested in a person or entity other than the Borrower or Mortgagor, whether with or without the prior written consent of the Lender, the Lender may, without notice to the Borrower or Mortgagor, deal with such successor or successors in interest with reference to the Property, this Mortgage and the Note in the same manner and to the same extent as with the Borrower or Mortgagor without in any way vitiating or discharging the liability hereunder or under the Note. No sale, transfer or conveyance of the Property, no forbearance on the part of the Lender and no extension of time for the payment of the debt hereby secured given by the Lender shall operate to release, discharge, modify, change or affect the original liability of the Borrower or Mortgagor, either in whole or in part, unless expressly set forth in writing executed by the Lender. Notwithstanding anything contained herein to the contrary, Borrower or Mortgagor hereby waive any right they now have or may hereafter have to require Lender to prove an impairment of its security as a condition to exercise the Lender's rights under this Section 30. It is hereby understood and agreed that the loan-to-value ratio of all properties securing indebtedness from Lender to the United Entities (as defined in Section 34(b) below and their Affiliates (as defined in Section 35(f) below, be at least seventy percent (70%). In the event Lender consents to the sole, transfer, assignment or conveyance of



the Property (which consent shall be in Lender's sole and absolute discretion), Borrower agrees to either: (i) pay to Lender such amount as determined by lender to maintain all loans to the United Entities and their Affiliates at seventy percent (70%) or (ii) substitute other real property as collateral for the loans to the United Entities and their Affiliates so that the loan-to-value of all such properties is at least seventy percent (70%). THE LENDER'S DETERMINATION OF THE LOAN-TO-VALUE RATIO AND/OR THE VALUATION FOR ANY OTHER REAL PROPERTY SUBSTITUTED AS COLLATERAL FOR THE LOANS TO THE UNITED ENTITIES AND THEIR AFFILIATES SHALL BE CONCLUSIVE ABSENT CLEAR AND MANIFEST ERROR.

31. FURTHER ENCUMBRANCE PROHIBITED; SUBROGATION. So long as the Note secured hereby remains unpaid and except as specifically set forth in Section 34(b) below, the Borrower or Mortgagor shall neither voluntarily nor involuntarily permit the Property or any part thereof to become subject to any secondary or other junior lien, mortgage, deed to secure debt, security interest or encumbrance of any kind whatsoever without the prior written consent of the Lender, and the imposition of any such secondary lien, mortgage, security interest or encumbrance shall constitute an event of default hereunder and entitle the Lender, at its sole option, to declare all sums due on account of the Note and secured hereby to be and become immediately due and payable. Borrower or Mortgagor covenant and agree to provide to Lender copies of any notices received with respect to any subordinate financing permitted hereunder, including, without limitation any notices of default. In the event that Lender shall hereafter give its written consent to the imposition of any such secondary lien, mortgage, deed to secure debt, security interest or other encumbrance upon the Property, the Lender, at its sole option, shall be entitled to accelerate the maturity of the Note and exercise any and all remedies provided and available to Lender hereunder in the event that the holder of any such secondary lien or encumbrance shall institute foreclosure or other proceedings to enforce the same; it being understood and agreed that a default under any instrument or document evidencing, securing or secured by any such secondary lien or encumbrance shall be and constitute an event of default hereunder. In the event all or any portion of the proceeds of the loan secured hereby are used for the purpose of retiring debt or debts secured by prior liens on the Property, the Lender shall be subrogated to the rights and lien priority of the holder of the lien so discharged.

32. CONVEYANCE OF MINERAL RIGHTS PROHIBITED. Borrower or Mortgagor agree that the making of any oil, gas or mineral lease or the sale or conveyance of any mineral interest or right to explore for minerals under, through or upon the Property would impair the value of the Property securing the Note, and that the Borrower or Mortgagor shall have no right, power or authority to lease the Property, or any part thereof, for oil, gas or other mineral purposes, or to grant, assign or convey any mineral interest of any nature, or the right to explore for oil, gas and other minerals, without first obtaining from the Lender express written permission therefor, which permission shall not be valid until recorded among the public records of the county where the Property is located. Borrower or Mortgagor further agree that if the Borrower or Mortgagor shall make, execute or enter into any such lease or attempt to grant any such mineral rights without such prior written permission of the Lender, then the Lender shall have the option, without notice, to declare the same to be a default hereunder and to declare the



indebtedness hereby secured immediately due and payable. Whether or not the Lender shall consent to such lease or grant of mineral rights, the Lender shall receive the entire consideration to be paid for such lease or grant of mineral rights, with the same to be applied to the indebtedness hereby secured notwithstanding the fact that the amount owing thereon may not then be due and payable or the said indebtedness is otherwise adequately secured; provided, however, that the acceptance of such consideration shall in no way impair the lien and security title of this Mortgage on the Property.

33. ESTOPPEL CERTIFICATION BY BORROWER. Borrower, upon request therefor made either personally or by mail, shall certify in writing to Lender (or any party designated by Lender) in form satisfactory to Lender the amount of principal and interest then outstanding under the terms of the Note and any other sums due and owing under this Mortgage or any of the other Loan Documents and whether any offsets or defenses exist against the mortgage debt. Such certification shall be made by Borrower within ten (10) days of such request by Lender.

34. CROSS-DEFAULT; CROSS COLLATERALIZATION.

(a) The Note is secured by the terms, conditions and provisions of this Mortgage and the Loan Documents and it may be secured by contracts or agreements of guaranty or other security instruments or documents. The terms, conditions and provisions of each such instrument or document shall be considered a part hereof as fully as if set forth herein verbatim. Any default under this Mortgage, the Note the Loan Documents or any other document securing the Note shall constitute an event of default under the terms and conditions of such guaranty, instrument or document and the default under such guaranty, instrument or document shall be a default under this Mortgage. Notwithstanding the foregoing, the enforcement or attempted enforcement of this Mortgage or any of the other guaranty, instrument or document now or hereafter held by Lender shall not prejudice or in any manner affect the right of Lender to enforce any other guaranty, instrument or document; it being understood and agreed that Lender shall be entitled to enforce this Mortgage and any other guaranty, instrument or document now or hereafter held by Lender in such order and manner as Lender, in its sole discretion, shall determine.

(b) Lender has made or may make other loans to Borrower, to Mortgagor, United Group Property Investments, L.P., a Georgia limited partnership ("UGP"), United Whitehall I, L.L.C., a Georgia limited liability company ("United Whitehall I"), United Whitehall II, L.L.C., a Georgia limited liability company ("United Whitehall II"), United Tift Street, L.L.C., a Georgia limited liability company ("United Tift"), RCCR, L.L.C., a Georgia limited liability company ("RCCR"), United Bolton I, L.L.C., a Georgia limited liability company ("United Bolton"), United Consolidated Properties, L.L.C., a Georgia limited liability company ("UCP"), Grimes Bridge, L.L.C., a Georgia limited liability company ("Grimes Bridge"), Flowery Branch, L.L.C., a Georgia limited liability company ("Flowery Branch"), Fouche Gap, L.L.C., a Georgia limited liability company



(“Fouche Gap”), United Chattanooga, L.L.C., a Georgia limited liability company (“United Chattanooga”) and United Columbia, L.L.C., a Georgia limited liability company (collectively, Borrower, Grantor, UGP, United Whitehall I, United Whitehall II, United Tift, RCCR, United Bolton, UCP, Grimes Bridge, Flowery Branch, Fouche Gap, United Chattanooga and United Columbia will sometimes hereinafter be called the “United Entities”), all of which are Affiliates (as defined in Section 35(f) below) of Borrower and Mortgagor. Any event of default as defined in any note, mortgage, deed of trust, security deed or other loan document from the United Entities or the Affiliates thereof given to Lender to secure any loan from Lender to the United Entities or their Affiliates and any breach of the terms, provisions, conditions or covenants contained in any such note, mortgage, deed of trust, or security deed or any other loan documents executed in connection with any other loan or loans from Lender to the United Entities or their Affiliates shall, at Lender’s election, be an event of default hereunder, as well as an event of default under the terms, provisions, conditions and covenants of any and all other loans from Lender to the United Entities or their Affiliates. Further, an event of default hereunder shall, at the election of Lender, also constitute an event of default under any and all such notes, mortgages, deeds of trust and security deeds, and any other loan documents executed in connection with any other loan from Lender to the United Entities or their Affiliates, in which event Lender shall have the right (but not the obligation) to exercise any and all remedies available to Lender pursuant to the terms of any such notes, mortgages, deeds of trust or security deeds and any other loan documents executed in connection with any other loan from Lender to the United Entities or their Affiliates.

(c) Lender has made or may make other loans to the United Entities or their Affiliates evidenced by various notes, mortgages, deeds of trust, security deeds and other loan documents. The real property described in said other notes, mortgages, deeds of trust, security deeds or other loan documents and any other collateral given to secure such loans is and shall be additional security for each and every note executed by the United Entities or their Affiliates in favor of Lender, or any advance made thereunder, or any renewal or extension thereof; and the real property and other collateral described herein and therein are and shall be security for each and every note executed by the United Entities or their Affiliates in favor of Lender. This Section shall apply notwithstanding the fact that the outstanding balance of any one or more of said loans exceed the original face amount of the note or notes evidencing said loans.

(d) Nothing contained herein shall in any way impair the rights of the Lender granted in this Mortgage. Further, each and every note, mortgage, deed of trust or security deed and any other document executed in connection with any loan made from Lender to the United Entities or their Affiliates is and shall remain a separate obligation of the United Entities or their Affiliates, and each and every note, mortgage, deed of trust, security deed and any other document executed in connection therewith is and shall be separately enforceable according to its terms until all outstanding indebtedness owing from the United Entities or their Affiliates to Lender has been paid in full. Lender may,



at its election, institute separate or collective proceedings with respect to each note, mortgage, deed of trust, security deed and any other document executed in connection therewith simultaneously or in such order and at such times as the Lender may elect. The pendency of any proceeding with respect to any note, mortgage, deed of trust, security deed or any other document executed in connection therewith shall not be grounds for abatement of or for hindering, delaying or preventing any proceeding with respect to any other note, mortgage, deed of trust, security deed or any other document executed in connection therewith. Default under each note, mortgage, deed of trust, security deed and any other document executed in connection therewith shall constitute a separate cause of action, and the institution of proceedings upon one but not another shall not be construed as a splitting of a cause of action by the Lender.

35. OFAC. At all times throughout the term of the loan, Borrower, their Mortgagor and all Affiliates shall (i) not be a Prohibited Person (defined below) and (ii) be in full compliance with all applicable orders, rules, regulations and recommendations of The Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury.

The term "Prohibited Person" shall mean any person or entity:

(a) listed in the Annex to, or otherwise subject to the provisions of, the Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (the "Executive Order");

(b) that is owned or controlled by, or acting for or on behalf of, any person or entity that is listed to the Annex to, or is otherwise subject to the provisions of, the Executive Order;

(c) with whom Lender is prohibited from dealing or otherwise engaging in any transaction by any terrorism or money laundering law, including the Executive Order;

(d) who commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order;

(e) that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, [www.ustreas.gov/offices/enforcement/ofac](http://www.ustreas.gov/offices/enforcement/ofac) or at any replacement website or other replacement official publication of such list; or

(f) who is an Affiliate of or affiliated with a person or entity listed above.

The term "Affiliate", as used herein, shall mean, as to any person or entity, any other person or entity that, directly or indirectly, is in control of, is controlled by or is under common control with such person or entity or is a director or officer of such person or entity or of an Affiliate of such person or entity. As used herein, the term "control" means the possession,



directly or indirectly, of the power to direct or cause the direction of management, policies or activities of a person or entity, whether through ownership of voting securities, by contract or otherwise.

36. DEPOSIT RELATIONSHIP. Borrower shall cause the United Entities to maintain their primary depository relationships with Lender throughout the term of the loan.

37. FUTURE ADVANCES SECURED. This Mortgage shall secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or to be made at the option of the Lender. Upon request of Borrower, and at Lender's option prior to release of this Mortgage, Lender may make future advances to Borrower. All future advances with interest thereon shall be secured by this Mortgage to the same extent as if such future advances were made on the date of the execution of this Mortgage unless the parties shall agree otherwise in writing. Any advances or disbursements made for the benefit or protection of or the payment of taxes, assessments, levies or insurance upon the Property, with interest on such disbursements as provided herein, shall be added to the principal balance of the Note and collected as a part thereof. To the extent that this Mortgage may secure more than one note, a default in the payment of any note shall constitute a default in the payment of all such notes.

38. EFFECT OF SECURITY AGREEMENT. Borrower and Mortgagor do hereby grant and this Mortgage is and shall be deemed to create, grant, give and convey a mortgage of, a lien and encumbrance upon, and a present security interest in both real and personal property, including all improvements, goods, chattels, furniture, furnishings, fixtures, equipment, apparatus, appliances and other items of tangible or intangible personal property, hereinabove particularly or generally described and conveyed, whether now or hereafter affixed to, located upon, necessary for or used or useful, either directly or indirectly, in connection with the operation of the Property, and this Mortgage shall also serve as a "security agreement" within the meaning of that term as used in the Uniform Commercial Code as adopted and in force from time to time in the State of Alabama, and shall be operative and effective as a security agreement in addition to, and not in substitution for, any other security agreement executed by Borrower or Mortgagor in connection with the extension of credit or loan transaction secured hereby. Upon the occurrence of a default hereunder or Mortgagor or Borrower's breach of any other covenants or agreements between the parties entered into in conjunction herewith, Lender shall have the remedies (i) as prescribed herein, or (ii) as prescribed by general law, or (iii) as prescribed by the specific statutory consequences now or hereafter enacted and specified in said Uniform Commercial Code, all at Lender's sole election. Borrower, Mortgagor and Lender agree that the filing of any such financing statement or statements in the records normally having to do with personal property shall not in any way affect the agreement of Borrower, Mortgagor and Lender that everything used in connection with the production of income from the Property or adapted for use therein or which is described or reflected in this Mortgage, is, and at all times and for all purposes and in all proceedings, both legal or equitable, shall be, regarded as part of the real estate conveyed hereby regardless of whether (i) any such item is physically attached to the improvements, (ii) serial numbers are used for the better identification of certain items capable of being thus identified in an exhibit to this Mortgage or elsewhere, or (iii) any such item is referred



to or reflected in any such financing statement or statements so filed at any time. Similarly, the mention in any such financing statement or statements of the rights in and to (i) the proceeds of any fire and hazard insurance policy, or (ii) any award in eminent domain proceedings for a taking or for loss of value, or (iii) Borrower's or Mortgagor's interest as lessor or landlord in any present or future lease or rights to income growing out of the use and occupancy of the Property, whether pursuant to lease or otherwise, shall not in any way alter any of the rights of Lender as determined by this Mortgage or affect the priority of Lender's security interest granted hereby or by any other recorded document, it being understood and agreed that such mention in such financing statement or statements is solely for the protection of Lender in the event any court shall at any time hold, with respect to the foregoing clauses (i), (ii) or (iii) of this sentence, that notice of Lender's priority of interest, to be effective against a particular class of persons, must be filed in the Uniform Commercial Code records. Borrower and Mortgagor warrant that (i) name, identity and residence or principal place of business are as set forth in the notice provisions as set forth in Section 41; (ii) that Borrower and Mortgagor have been using or operating under said name and identity without change; and (iii) the location of the collateral is upon the Property. Borrower and Mortgagor covenant and agree that they will furnish Lender with notice of any change in the matters addressed by clauses (i) or (iii) of this Section within thirty (30) days of the effective date of any such change and will promptly execute any financing statements or other instruments deemed necessary by Lender to prevent any filed financing statement from becoming misleading or losing its perfected status. If Borrower and Mortgagor fail to promptly execute any such financing statements or other instruments, Lender may make, execute, record, file, re-record, and re-file any and all such financing statements or other instruments for and in the name of Borrower or Mortgagor, and Borrower and Mortgagor hereby irrevocably appoint Lender the agent and attorney-in-fact of Borrower and Mortgagor so to do. This appointment of Lender as their attorney-in-fact is coupled with an interest and is irrevocable by death or otherwise.

Borrower and Mortgagor agree to and shall, upon the request of Lender, execute and deliver to Lender, in form and content satisfactory to Lender, such financing statements, descriptions of property and such further assurances as Lender, in its sole discretion, may from time to time consider necessary to create, perfect, continue and preserve the lien and encumbrances hereof and the security interest granted herein upon and in such real and personal property and fixtures described herein, including all buildings, improvements, goods, chattels, furniture, furnishings, fixtures, equipment, apparatus, appliances and other items of tangible and intangible personal property herein specifically or generally described and intended to be the subject of the security interest, lien and encumbrance hereby created, granted and conveyed. Without the prior written consent of Lender, neither Borrower nor Mortgagor shall create or suffer to be created, pursuant to the Uniform Commercial Code, any other security interest in such real and personal property and fixtures described herein. Lender, at the expense of the Borrower, may or shall cause such statements, descriptions and assurances, as herein provided in this Section 38, and this Mortgage to be recorded and re-recorded, filed and re-filed, at such times and in such places as may be required or permitted by law to so create, perfect and preserve the lien, security title and encumbrance hereof upon all of the Property.



39. INTENTIONALLY DELETED.

40. SUCCESSORS AND ASSIGNS; TERMINOLOGY. The provisions hereof shall be binding upon the Borrower and Mortgagor and successors and assigns, and inure to the benefit of Lender and its successors and assigns. If more than one borrower is named herein, the obligations and liabilities of said borrower shall be joint and several with those of Borrower. Wherever used in this Mortgage, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the word "Borrower" shall mean Borrower and its successors and assigns and the word "Mortgagor" shall mean Mortgagor and/or any subsequent owner or owners of the Property, the word "Lender" shall mean Lender or any subsequent holder or holders of this Mortgage, the word "Note" shall mean Note(s) secured by this Mortgage, and the word "person" shall mean an individual, trustee, trust, corporation, partnership or unincorporated association.

41. NOTICES. All notices hereunder must be in writing and shall be deemed to have been duly given if mailed by United States registered or certified mail, with return receipt requested, postage prepaid or sent by overnight delivery by a nationally recognized overnight courier service such as Federal Express or United Parcel Service, to the parties at the following address (or at such other addresses as shall be given in writing by any party to the others), and shall be deemed complete upon any such mailing:

To Borrower: United Consulting Group, Ltd.  
625 Holcomb Bridge Road  
Norcross, Georgia 30071  
Attn: Reza Abree

United Real Property Investment, LLC  
625 Holcomb Bridge Road  
Norcross, Georgia 30071  
Attn: Reza Abree

To Mortgagor: United Birmingham, LLC  
625 Holcomb Bridge Road  
Norcross, Georgia 30071  
Attn: Reza Abree

With copy to: United Consulting Group, Ltd.  
625 Holcomb Bridge Road  
Norcross, Georgia 30071  
Attn: Kevin Kincheloe, Esq.

To Lender: Bank of North Georgia  
8025 Westside Parkway  
Alpharetta, Georgia 30004



With copy to: Kevin M. Walsh, Esq.  
Hartman Simons Wood, LLP  
6400 Powers Ferry Road, N.W., Suite 400  
Atlanta, Georgia 30339

42. GOVERNING LAW. This Mortgage is to be governed by and construed in accordance with the laws of the State of Alabama, and, if controlling, by the laws of the United States.

43. RIGHTS OF LENDER CUMULATIVE. The rights of the Lender arising under the clauses and covenants contained in this Mortgage shall be separate, distinct and cumulative and none of them shall be in exclusion of the others; and no act of the Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provisions, anything herein or otherwise to the contrary notwithstanding.

44. MODIFICATIONS. This Mortgage cannot be changed, altered, amended or modified except by an agreement in writing and in recordable form, executed by both Borrower and Lender.

45. SEPARATE AND COMMUNITY PROPERTY. Any married person who executes this Mortgage as a "mortgagor" agrees that any money judgment that Lender obtains pursuant to the terms of this Mortgage or any other obligation of that married person secured by this Mortgage may be collected by execution upon any separate property or community property of that person.

46. FULL RECOURSE. All the terms and provisions of this Mortgage and the other Loan Documents are recourse obligations of the Borrower and Mortgagor and are not restricted by any limitation on personal liability.

47. CAPTIONS. The captions set forth at the beginning of the various Sections of this Mortgage are for convenience only and shall not be used to interpret or construe the provisions of this Mortgage.

48. REASONABLE ATTORNEYS' FEES. As used herein, the phrase "Reasonable Attorneys' Fees" shall mean fees charged by attorneys selected by Lender based upon such attorneys' then-prevailing hourly rates as opposed to any statutory presumption specified by any statute then in effect in the State of Alabama.

49. WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED BY LAW, BORROWER, MORTGAGOR AND LENDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER,



OR IN CONNECTION WITH, THIS MORTGAGE OR ANY OTHER LOAN DOCUMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF BORROWER, MORTGAGOR OR LENDER. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER TO ENTER INTO THIS MORTGAGE.

50. DISTRIBUTIONS. Borrower, Mortgagor and their Affiliates shall not during any fiscal or calendar year, pay dividends or make any other distributions to shareholders, partners or members (as the case may be) in excess of an amount necessary to pay such shareholder's, partner's or member's taxes on the income from Borrower, Mortgagor or their Affiliates unless such distributions have been previously approved by Lender, which approval shall not be unreasonably withheld.



IN WITNESS WHEREOF, the said Borrower and Mortgagor have caused these presents to be executed under seal by persons duly authorized thereunto as of the day and year first above written.

**UNITED CONSULTING GROUP, LTD.,**  
a Georgia corporation

By: 

Print Name: Reza Abree

Title: Manager

(AFFIX CORPORATE SEAL)

ACKNOWLEDGEMENT

STATE OF GEORGIA        )

)

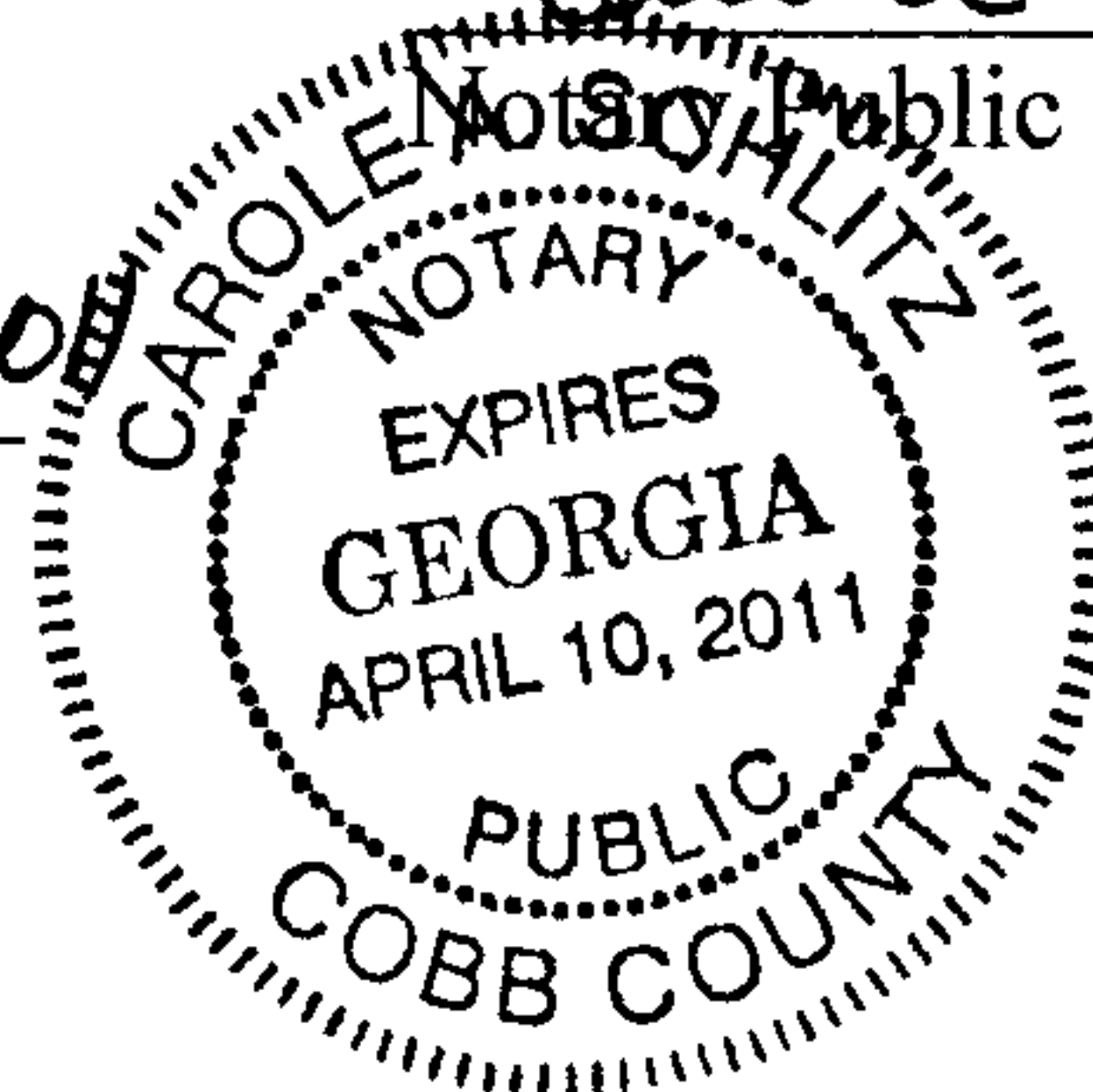
COUNTY OF FULTON        )

I, the undersigned Notary Public in and for said County in said State, hereby certify that Reza Abree whose name as Manager of UNITED CONSULTING GROUP, LTD, a Georgia 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.

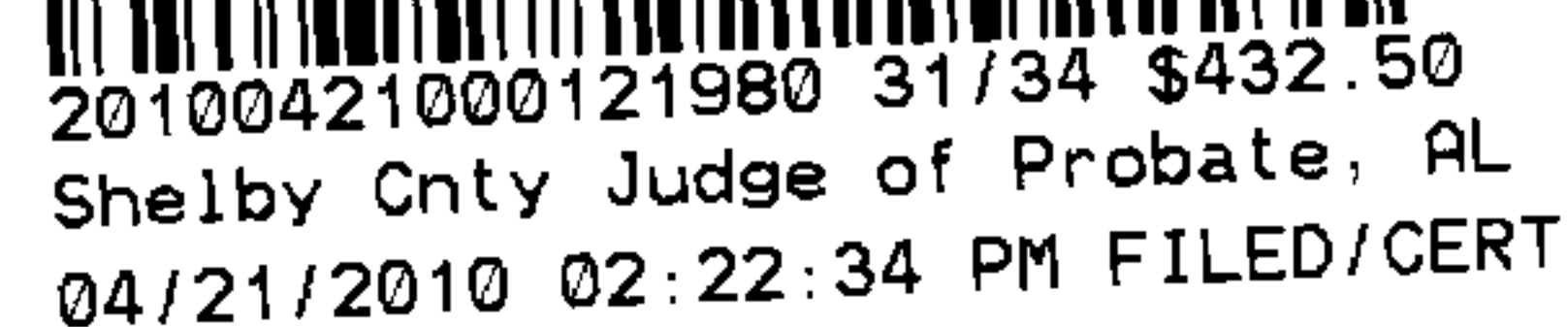
Given under my hand and official seal, this 30<sup>th</sup> day of March, 2010.

Carole A. Schlitz

My Commission Expires: 04.10.2011







**UNITED REAL PROPERTY  
INVESTMENT LLC,**  
a Georgia limited liability company

By:

Print Name: \_\_\_\_\_

Title

~~(Seal)~~

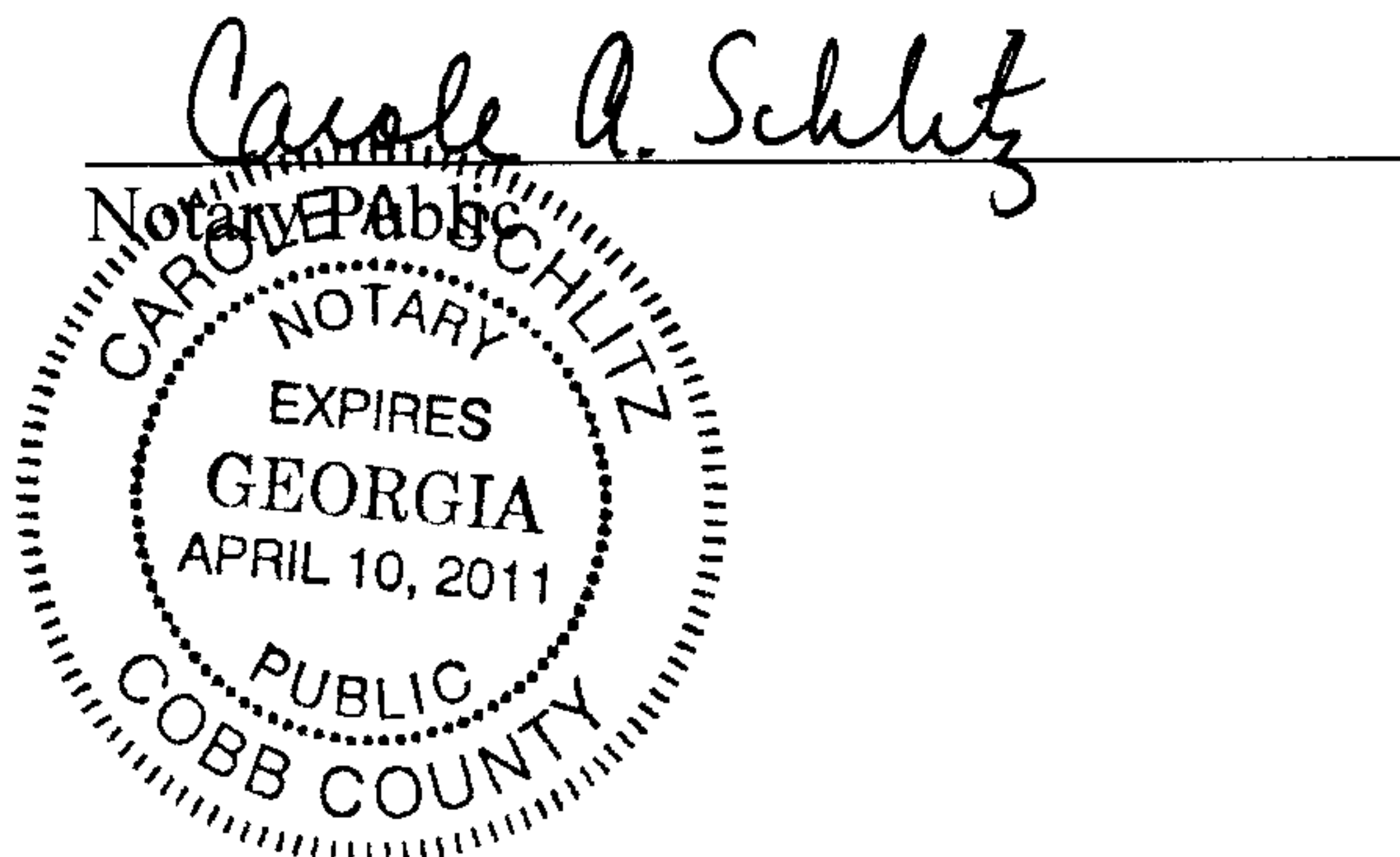
## STATE OF GEORGIA )

COUNTY OF FULTON )

I, the undersigned Notary Public in and for said County in said State, hereby certify that Reza Abree whose name as Manager of UNITED REAL PROPERTY INVESTMENT, 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 the instrument, he, as such officer 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 30<sup>th</sup> day of March, 2010.

My Commission Expires: 04.10.2011





IN WITNESS WHEREOF, the said Borrower and Mortgagor have caused these presents to be executed under seal by persons duly authorized thereunto as of the day and year first above written.

UNITED BIRMINGHAM, LLC,  
a Georgia limited liability company

By: [Signature] (Seal)  
Print Name: REZA AR  
Title: MANAGER

ACKNOWLEDGEMENT

STATE OF GEORGIA       )  
                                      )  
COUNTY OF FULTON    )

I, the undersigned Notary Public in and for said County in said State, hereby certify that Reza Abree whose name as manager of UNITED BIRMINGHAM, 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 the instrument, he, as such officer 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 30<sup>th</sup> day of March, 2010.

Carole A. Schlitz  
Notary Public

My Commission Expires: 04.10.2011





**EXHIBIT A**  
**LEGAL DESCRIPTION**

Part of the Southeast 1/4 of the Northwest 1/4 of Section 26, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows: From the Northwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 26, run in a Southerly direction along the West line of said 1/4 1/4 Section as shown on the recorded map of EZ Street, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 23 page 142, for a distance of 539.3 feet to the Southwest corner of Lot 1, of said EZ Street, being on the North right of way line of Shelby County Highway #280; thence turn an angle to the left of 94 deg. 05 min. 11 sec. and run in an Easterly direction along the North right of way line of Shelby County Highway #280 for a distance of 150.63 feet to an existing 3/8 inch iron rebar being the point of beginning; thence continue in an Easterly direction along the North right of way line of said Shelby County Highway #280 for a distance of 322.31 feet to an existing 1/2 inch Arrington rebar; thence turn an angle to the left of 87 deg. 05 min. 08 sec. and run in a Northerly direction for a distance of 300.00 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 92 deg. 54 min. 52 sec. and run in a Westerly direction for a distance of 259.25 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 75 deg. 21 min. 07 sec. and run in a Southwesterly direction for a distance of 309.68 feet, more or less, to the point of beginning.

Subject to a 30 foot easement for ingress, egress and public utilities along the West 30 feet to the above described property.

All being situated in Shelby County, Alabama.



EXHIBIT "B"  
PERMITTED EXCEPTIONS

1. Taxes and assessments for the year 2010 and subsequent years and not yet due and payable.
2. Any prior mineral reservation or conveyance, together with any release of damages of minerals of every kind and character, including, but not limited to gas, oil, sand, and gravel in on and under subject property.
3. Public Easements as shown by recorded plat, including 30 foot easement for ingress, egress and utilities along Junonia Lane.
4. Transmission Line Permits to Alabama Power Company, recorded in Deed Book 102, Page 169 and Deed Book 102, Page 170 in the Shelby County Probate Office.
5. Easement –Distribution Facilities to Alabama Power Company as shown in Instrument # 20060630000316060 in the aforesaid Probate Office.
6. Restrictions, conditions and limitations as set out in Map Book of record in said Probate Office.
7. Rights of others to use 30' easement of Ingress and Egress and public Utilities.