

ALABAMA

This Instrument Was Prepared By:

Julian L. Bibb
Stites & Harbison PLLC
Suite 800, 401 Commerce Street
SunTrust Plaza
Nashville, Tennessee 37219
(615) 244-5200

After Recording, This Instrument Should Be Returned To The Preparer At The Address Shown Above.

FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES, RENTS, AND PROFITS, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT

COLLATERAL INCLUDES FIXTURES

THIS FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES, RENTS AND PROFITS, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT (this "Mortgage") is made and entered into by and between EZELL HOLDINGS, LLC, an Alabama limited liability company (the "Grantor") and CAPSTAR BANK, a Tennessee state banking corporation ("Lender"), as of this 23rd day of August, 2010.

RECITALS:

1. Grantor executed in favor of National City Bank, now known as PNC Bank, National Association (the "Original Lender"), the following mortgages (collectively, the "Mortgages");

(a) that certain Mortgage, Assignment of Leases, Rents, and Profits, Security Agreement and Fixture Financing Statement recorded in RLPY 03514, Page 0450, of the records maintained in the Office of the Judge of Probate of Jefferson County, Alabama;

(b) that certain Mortgage, Assignment of Leases, Rents, and Profits, Security Agreement and Fixture Financing Statement recorded as Instrument No. 20070306000099720 of the records maintained in the Office of the Judge of Probate of Shelby County, Alabama;

(c) that certain Mortgage, Assignment of Leases, Rents, and Profits, Security Agreement and Fixture Financing Statement recorded in Book 2010, page 24433, of the records maintained in the Office of the Judge of Probate of Morgan County, Alabama;

(d) that certain Mortgage, Assignment of Leases, Rents, and Profits, Security Agreement and Fixture Financing Statement recorded in Book 2007, page 12897, of the records maintained in the Office of the Judge of Probate of Lauderdale County, Alabama; and

(e) that certain Mortgage, Assignment of Leases, Rents, and Profits, Security Agreement and Fixture Financing Statement recorded at RLPY 03514, page 0450, of the records maintained in the Office of the Judge of Probate of Montgomery County, Alabama.

2. The Original Lender assigned to the Lender the Mortgages, the Note described therein, and the indebtedness secured by the Mortgages pursuant to the following assignment agreements:

(a) that certain Assignment Agreement recorded in Book LR201063, Page 868, of the records maintained in the Office of the Judge of Probate of Jefferson County, Alabama;

(b) that certain Assignment Agreement recorded as Instrument No. 20101001000324290 of the records maintained in the Office of the Judge of Probate of Shelby County, Alabama;

(c) that certain Assignment Agreement recorded in Book 2010, page 10165 of the records maintained in the Office of the Judge of Probate of Morgan County, Alabama;

(d) that certain Assignment Agreement recorded in Book RLPY 2010, page 35077, of the records maintained in the Office of the Judge of Probate of Lauderdale County, Alabama; and

(e) that certain Assignment Agreement recorded at RLPY 04072, page 0833, of the records maintained in the Office of the Judge of Probate of Montgomery County, Alabama.

3. The Grantor and the Lender desire to amend the Mortgages as set forth herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Grantor and the Lender agree as follows:

1. The term "Lender" as used in the Mortgages is hereby amended to mean Capstar Bank, a Tennessee state banking corporation.



2. The address of Lender as used in the Mortgages is amended to mean 201 4th Avenue North, Suite 950, Nashville, Tennessee 37219.

3. The term "Note" as used in the Mortgages is hereby amended to mean that certain Amended and Restated Promissory Note issued by Grantor to the order of Lender in the principal amount of \$4,875,000 dated August 23, 2010, as such may be amended from time to time.

4. The term "Credit Agreement" as used in the Mortgages is hereby amended to mean that certain Amended and Restated Credit Agreement between Grantor and Lender dated August 23, 2010, as such may be amended from time to time.

5. Section 17(b) of the Mortgages is hereby amended and restated in its entirety to read as follows:

(b) An Event of Default occurs as defined in the Credit Agreement; and

6. Section 25(b) of the Mortgages is hereby amended and restated in its entirety to read as follows:

(b) the name and address of the secured party (Lender) is as follows:

Capstar Bank
201 4th Avenue North
Suite 950
Nashville, Tennessee 37219
Attn: Brad Greer

7. The address of the Lender in Section 27 of the Mortgages is amended and restated to read as follows:

If to Lender: Capstar Bank
201 4th Avenue North
Suite 950
Nashville, Tennessee 37219
Attn: Brad Greer

8. The Mortgages are not amended in any other respect.

9. The Grantor represents that no Event of Default has occurred under the Mortgages.

10. The Grantor acknowledges that it has fee simple ownership of the Real Property as defined in the Mortgages and that no change to the title to such Real Property has occurred since the date the Mortgages was signed.



20101027000359780 3/9 \$37.00
Shelby Cnty Judge of Probate, AL
10/27/2010 01:02:46 PM FILED/CERT

ENTERED INTO as of the date first above written.

GRANTOR:

EZELL HOLDINGS, LLC

By: Elissa E. Watkins

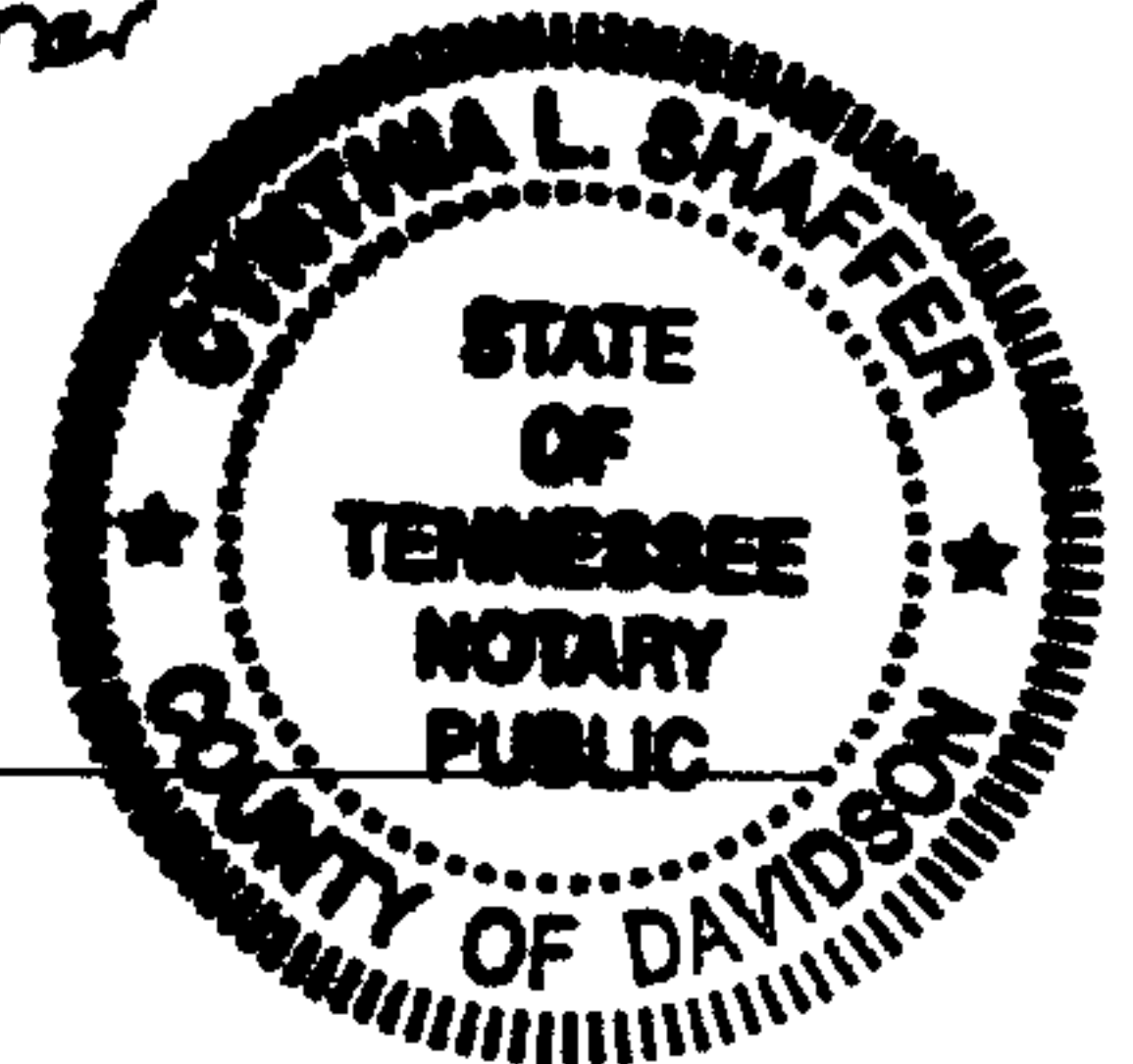
Title: authorized member

STATE OF Tennessee)
COUNTY OF Davidson)

Before me, Cynthia L. Shaffer, a Notary Public of said County and State, personally appeared Elissa E. Watkins, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged ~~himself~~ ^{her} to be authorized member (or other officer authorized to execute the instrument) of EZELL HOLDINGS, LLC, the within named bargainor, an Alabama limited liability company, and that she as such authorized member executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by ~~himself~~ ^{her} as its authorized member.

Witness my hand and seal, at Office, this 23rd day of August, 2010.

Cynthia L. Shaffer
Notary Public



My Commission Expires: 5/6/2013

MY COMMISSION EXPIRES:
MAY 6, 2013

STATE OF Tennessee)
COUNTY OF Davidson)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Elissa E. Watkins, whose name as authorized member of EZELL HOLDINGS, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she, 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 the 23rd day of August, 2010.

Cynthia L. Shaffer
Notary Public



My Commission expires: 5/6/2013

MY COMMISSION EXPIRES:
MAY 6, 2013



20101027000359780 4/9 \$37.00
Shelby Cnty Judge of Probate, AL
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ACCEPTED BY:

CAPSTAR BANK

By: Brad Greer

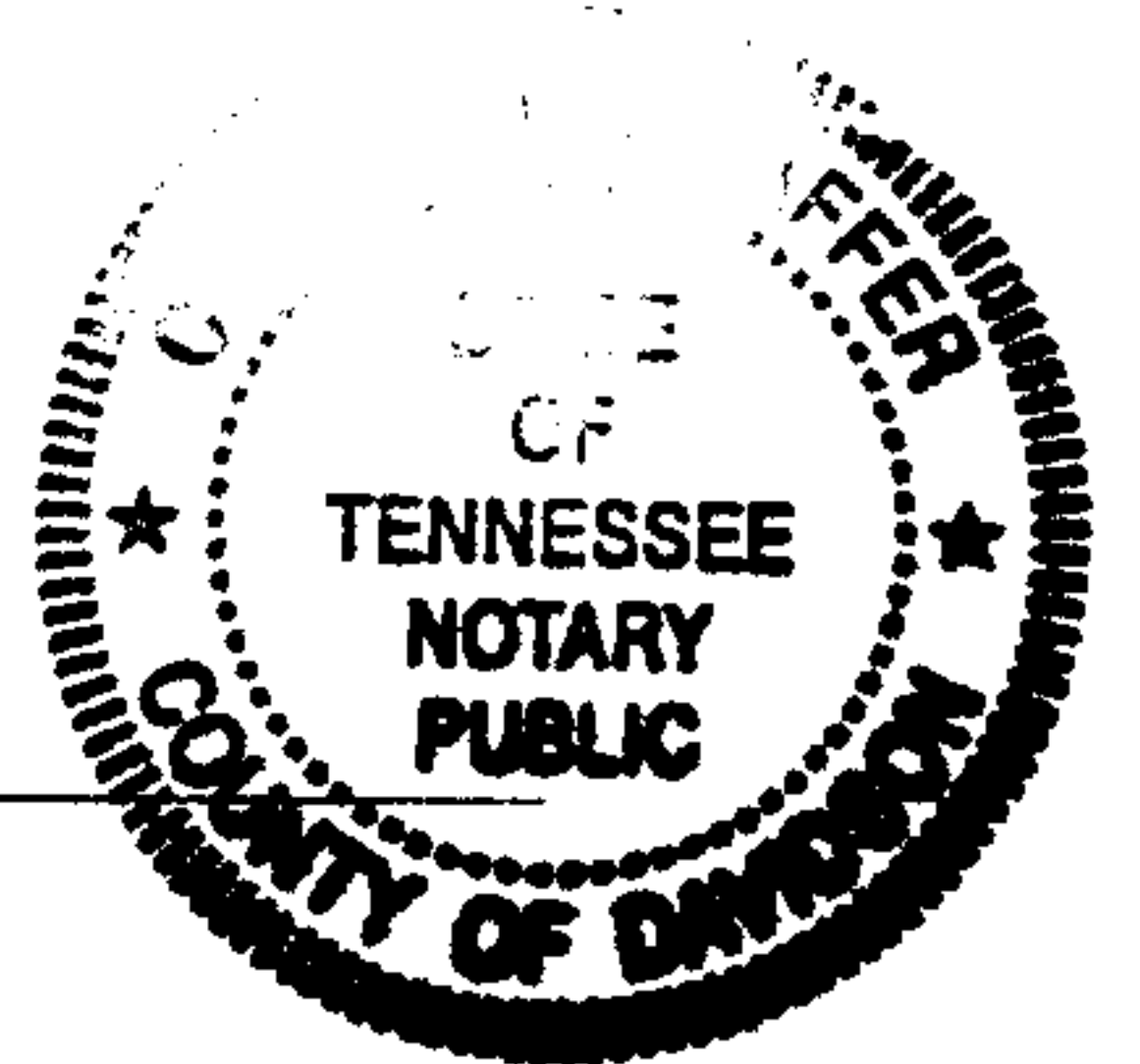
Title: SVP

STATE OF Tennessee
COUNTY OF Davidson

Before me, Cynthia L. Shaffer, a Notary Public of said County and State, personally appeared Brad Greer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Senior Vice President (or other officer authorized to execute the instrument) of CAPSTAR BANK, the within named bargainer, a Tennessee state banking corporation, and that he as such Senior Vice President executed the foregoing instrument for the purposes therein contained, by signing the name of the state banking corporation by himself as Senior Vice President

Witness my hand and seal, at Office, this 23rd day of August, 2010.

Cynthia L. Shaffer
Notary Public



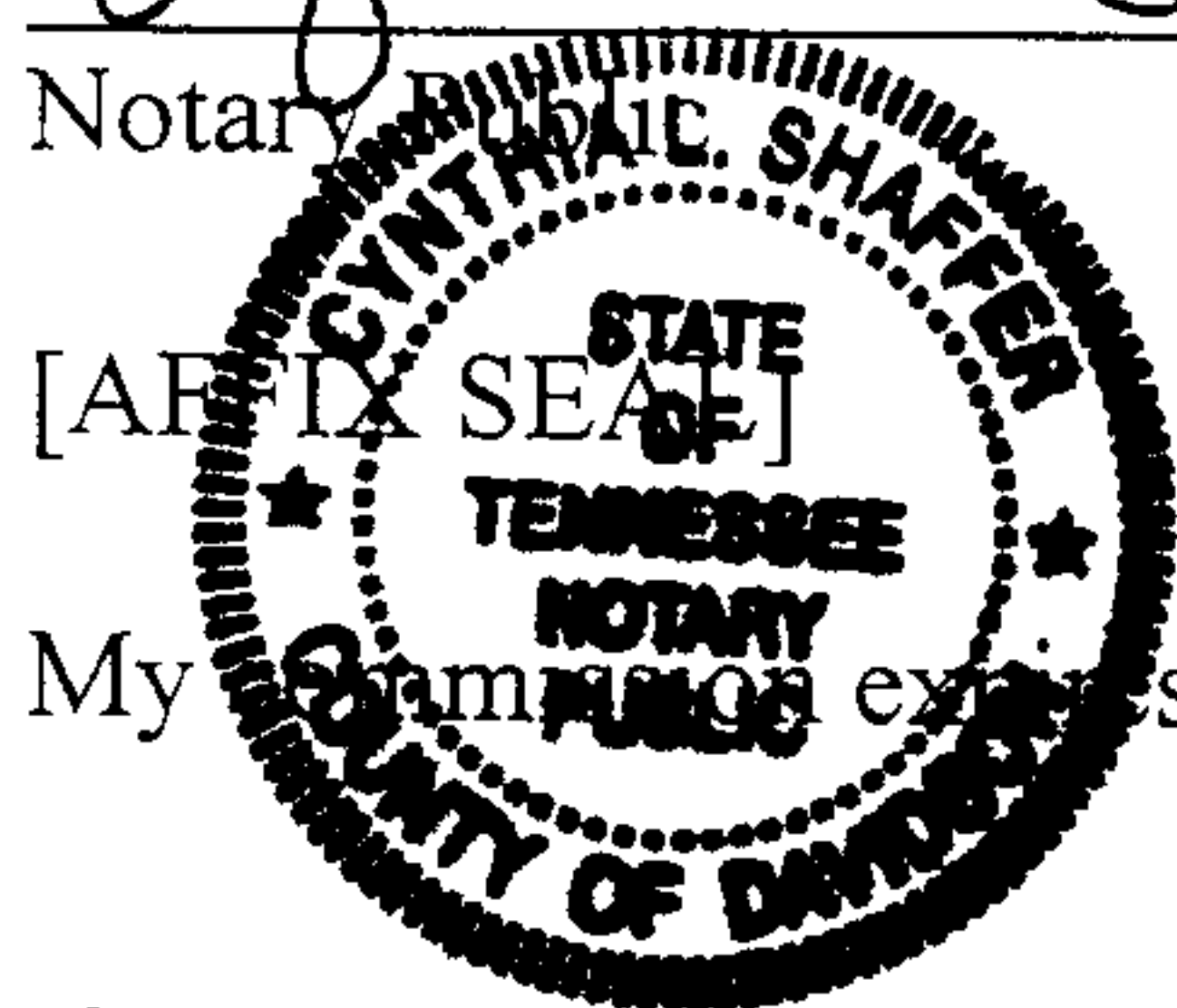
My Commission Expires: 5/6/2013

MY COMMISSION EXPIRES:
MAY 6, 2013

STATE OF Tennessee
COUNTY OF Davidson

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Brad Greer, whose name as Senior Vice President of Capstar Bank, a Tennessee state banking corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said state banking corporation. Given under my hand and official seal this the 23rd day of August, 2010.

Cynthia L. Shaffer
Notary Public



[AFFIX SEAL]
My Commission Expires: 5/6/2013

MY COMMISSION EXPIRES:
MAY 6, 2013


16219N:100800:830000 NASHVILLE :



20101027000359780 5/9 \$37.00
Shelby Cnty Judge of Probate, AL
10/27/2010 01:02:46 PM FILED/CERT

THIS INSTRUMENT PREPARED BY:

Julian L. Bibb
STITES & HARBISON
Suite 800, 401 Commerce Street
SunTrust Plaza
Nashville, Tennessee 37219



20101027000359780 6/9 \$37.00
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MORTGAGE RECORDATION TAX ORDER

STATE OF ALABAMA	§	A proceeding authorized by §40-22-2(8), <u>Code of Alabama 1975</u>
MONTGOMERY COUNTY	§	

BEFORE THE ALABAMA DEPARTMENT OF REVENUE:

Comes now the Mortgagee, CapStar Bank, and asks the Department of Revenue to fix and determine the amount of mortgage recording tax due, pursuant to §40-22-2(8), Code of Alabama 1975, upon recordation of the First Amendment to Mortgage, Assignment of Leases, Rents and Profits, Security Agreement and Financing Statement (the "First Amendment") from Ezell Holdings, LLC to the Mortgagee. The Mortgage encompasses property located within and without the State of Alabama and encompasses property in more than one county in Alabama.

Upon consideration of the Petition and evidence offered in support thereof, the Alabama Department of Revenue finds as follows:

1. That the total amount of indebtedness owed to the Mortgagee, and secured by the First Amendment is \$4,875,000.
2. That the total value of all property covered by the Mortgage, both within and without the State of Alabama, is \$6,900,000.
3. That the total value of all property located within the State of Alabama, and covered by the Mortgage is \$2,240,000.
4. That the amount of indebtedness which is allocable to Alabama, and upon which mortgage recording tax is due upon recordation of the First Amendment is \$1,582,425.

5. That the amount of mortgage recording tax to be paid, at the rate of \$.15 for each \$100, or fraction thereof, of indebtedness, which is attributable to the property located within the State of Alabama, is \$2,373.75.

6. That the First Amendment is to be recorded in Jefferson, Lauderdale, Montgomery, Morgan, and Shelby Counties.

7. That the relative property values of the properties lying within the State of Alabama are as follows:

<u>COUNTY</u>	<u>VALUE</u>	<u>PERCENTAGE</u>
Lauderdale	\$ 650,000	29.01%
Montgomery	\$ 375,000	16.74%
Morgan	\$ 405,000	18.08%
Jefferson	\$ 350,000	15.63%
Shelby	\$ 460,000	20.54%
Total	\$2,240,000	100.00%

IT IS ORDERED, THEREFORE, that the probate judge in the county wherein the First Amendment will be recorded first, shall collect mortgage recording tax in the amount of \$2,373.75, and, pursuant to §40-22-2(7), Code of Alabama 1975, after deducting the probate judge's 5% commission, shall make distribution of such tax to the State of Alabama and to the counties named herein, in the percentages as set out in Paragraph 7. The probate judge of the county wherein the First Amendment will be recorded first also is entitled to collect any applicable recording fees. Upon payment of the mortgage recording tax and upon the initial filing of the First Amendment,

copies of the First Amendment shall be acceptable for recordation in the other county, pursuant to §40-22-2(5), Code of Alabama 1975, without the payment of any further mortgage recording tax. The probate judges of these counties are entitled to collect applicable recording fees, however. §40-22-2(5). Also, the Mortgagee is **ORDERED** to abide by the reporting and paying provisions of §40-22-2(2)b, Code of Alabama 1975, concerning any future advances.

DONE this 17th day of August, 2010.

ALABAMA DEPARTMENT OF REVENUE

By: Cynthia Underwood
Assistant Commissioner of Revenue

ATTEST:

[Signature]
As Secretary

[Signature]
Legal Division

CERTIFIED COPY

I hereby certify this document was filed in
Montgomery County, Alabama on 10/21/10 in
Book 04082
Page 0678-0686
Reese McKinney Jr.
Judge of Probate



STATE OF ALA.
MONTGOMERY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON
RLPY 04082 PG 0678-0686 2010 Oct 21
03:31 PM
REESE MCKINNEY JR.
JUDGE OF PROBATE

INDEX	\$5.00
REC FEE	\$23.50
CERT	\$1.00
MORTGAGE TAX	\$2,373.75
CHECK TOTAL	\$2,403.25
133172	Clerk: LESLIE 03:33 PM



20101027000359780 9/9 \$37.00
Shelby Cnty Judge of Probate, AL
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