


*This instrument was prepared by
and when recorded return to:*
Claude McCain Moncus, Esq.
CORLEY MONCUS, P.C.
728 Shades Creek Parkway
Suite 100
Birmingham, Alabama 35209
205.879.5959


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Shelby Cnty Judge of Probate, AL
01/04/2012 12:55:04 PM FILED/CERT

CROSS-COLLATERALIZATION AND CROSS-DEFAULT AGREEMENT

THIS CROSS-COLLATERALIZATION AND CROSS-DEFAULT AGREEMENT ("Agreement") is made and entered into as of the 30th day of December, 2011, by and between **ACADEMY PROPERTIES, LLC**, an Alabama limited liability company ("Academy"); **CAC-PELHAM, L.L.C.**, an Alabama limited liability company ("CAC"); **LV PROPERTIES, LLC**, an Alabama limited liability company (for the Calera location) ("LV Properties - Calera"); **LV PROPERTIES, LLC**, an Alabama limited liability company (for the Vestavia location) ("LV Properties - Vestavia"); **MONTCLAIR PROPERTIES I, LLC**, an Alabama limited liability company ("Montclair"); **TRUSSVILLE CROSSINGS, LLC**, an Alabama limited liability company ("Trussville"); **WILDWOOD PROPERTIES, LLC**, an Alabama limited liability company ("Wildwood"); **C & A REALTY – ROEBUCK, LLC**, an Alabama limited liability company ("C & A"); (Academy, CAC, LV Properties - Calera, LV Properties - Vestavia, Montclair, Trussville, Wildwood and C & A may be referred to individually as "Borrower" and referred to collectively as "Borrowers"); **DEAN E. CHITWOOD**, an individual ("Chitwood"), **LEWIS CHITWOOD**, an individual ("L. Chitwood"), and **MILO'S RE HOLDINGS, LLC**, a Delaware limited liability company ("Milo's RE") (Chitwood, L. Chitwood, and Milo's RE may be referred to individually as "Guarantor" and referred to collectively as "Guarantors," as the case may be); and **SERVISFIRST BANK**, an Alabama banking corporation ("Lender").

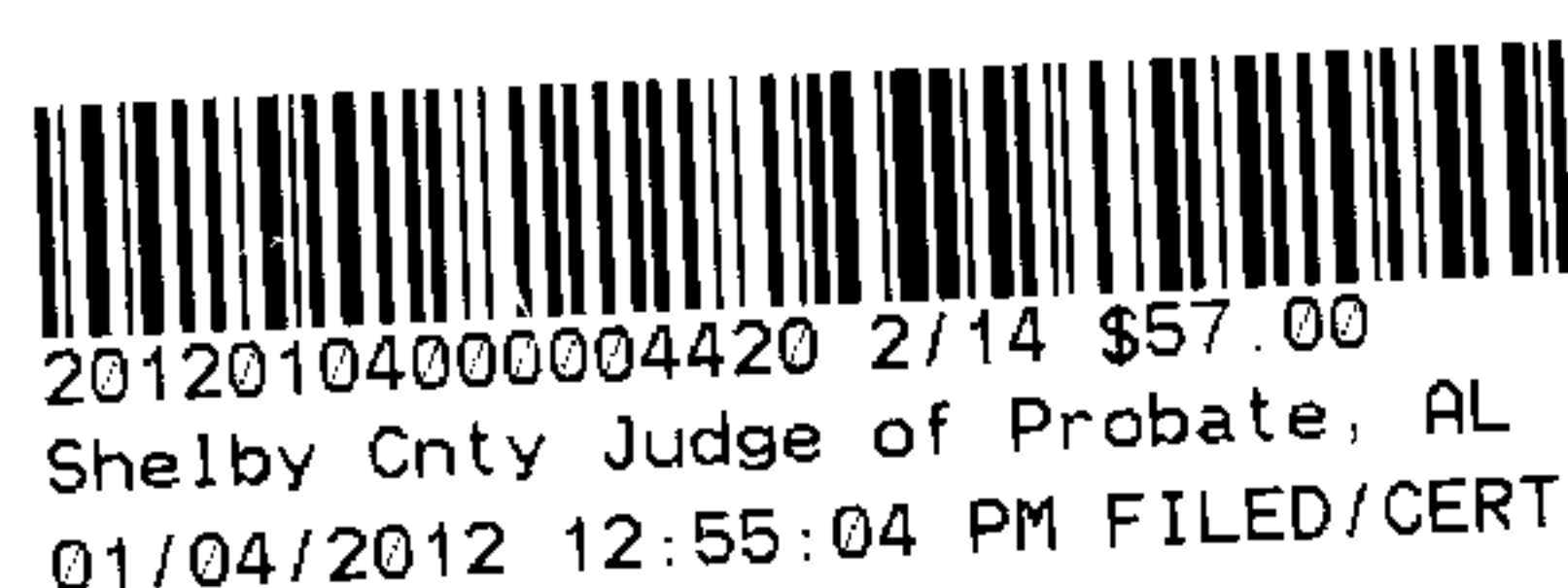
RECITALS

A. On September 28, 2011, Academy and Lender entered into a Loan Agreement (the "Academy Loan Agreement"), and pursuant to the Academy Loan Agreement, Lender made a loan to Academy in the original principal amount of Six Hundred Twenty Nine Thousand Seven Hundred and no/100 Dollars (\$629,700.00) (the "Academy Loan"). The Academy Loan is evidenced by a Promissory Note dated September 28, 2011 (the "Academy Promissory Note"), which such Academy Promissory Note is secured by that certain Mortgage and Security Agreement dated September 28, 2011 (the "Academy Mortgage"), and recorded on September 29, 2011 at

Land Record 201107, Page 16997, in the Jefferson County Probate Office, Alabama, and further secured by an Assignment of Rents and Leases dated September 28, 2011 (the "Academy Assignment of Rents"), and recorded on September 29, 2011 at Land Record 201107, Page 17020, in the Jefferson County Probate Office, Alabama. In addition, Dean Chitwood executed a Guaranty of Payment and Performance (the "Chitwood Guaranty"), James V. Corr, Jr. ("Corr") executed and delivered a Guaranty of Payment and Performance (the "Corr Guaranty"), and Academy, Dean Chitwood and Corr executed an Environmental Indemnity and Agreement (the "Academy Environmental Indemnity"). Corr is transferring and selling his membership interest in Academy to Milo's RE. The Corr Guaranty is being replaced by a Guaranty of Payment and Performance executed by Milo's RE (the "Milo's Academy Guaranty") and the Academy Environmental Indemnity is being amended and restated to remove Corr and substitute Milo's RE for Corr (the "Academy Amended Environmental Indemnity"). The Academy Loan Agreement, the Academy Promissory Note, the Academy Mortgage, the Academy Assignment of Rents, the Chitwood Guaranty, the Milo's Academy Guaranty, and the Academy Amended Environmental Indemnity, as the same may be modified, amended, renewed and extended, and any other documents executed by Academy in connection with the Academy Loan, are herein referenced as the "Academy Loan Documents".

B. On September 28, 2011, CAC and Lender entered into a Loan Agreement (the "CAC Loan Agreement"), and pursuant to the CAC Loan Agreement, Lender made a loan to CAC in the original principal amount of Five Hundred Thirty Nine Thousand and no/100 Dollars (\$539,000.00) (the "CAC Loan"). The CAC Loan is evidenced by a Promissory Note dated September 28, 2011 (the "CAC Promissory Note"), which such CAC Promissory Note is secured by that certain Mortgage and Security Agreement dated September 28, 2011 (the "CAC Mortgage"), and recorded on September 29, 2011 in Instrument # 20110929000288960, in the Shelby County Probate Office, Alabama, and further secured by an Assignment of Rents and Leases dated September 28, 2011 (the "CAC Assignment of Rents"), and recorded on September 29, 2011 in Instrument # 20110929000288970, in the Shelby County Probate Office, Alabama. In addition, Dean Chitwood executed a Guaranty of Payment and Performance (the "Chitwood Guaranty"), James V. Corr, Jr. ("Corr") executed and delivered a Guaranty of Payment and Performance (the "Corr Guaranty"), and CAC, Dean Chitwood and Corr executed an Environmental Indemnity and Agreement (the "CAC Environmental Indemnity"). Corr is transferring and selling his membership interest in CAC to Milo's RE. The Corr Guaranty is being replaced by a Guaranty of Payment and Performance executed by Milo's RE (the "Milo's CAC Guaranty") and the CAC Environmental Indemnity is being amended and restated to remove Corr and substitute Milo's RE for Corr (the "CAC Amended Environmental Indemnity"). The CAC Loan Agreement, the CAC Promissory Note, the CAC Mortgage, the CAC Assignment of Rents, the Chitwood Guaranty, the Milo's CAC Guaranty, and the CAC Amended Environmental Indemnity, as the same may be modified, amended, renewed and extended, and any other documents executed by CAC in connection with the CAC Loan, are herein referenced as the "CAC Loan Documents".

C. On September 28, 2011, LV Calera and Lender entered into a Loan Agreement (the "LV Calera Loan Agreement"), and pursuant to the LV Calera Loan



Agreement, Lender made a loan to LV Calera in the original principal amount of One Million One Hundred Five Thousand and no/100 Dollars (\$1,105,000.00) (the "LV Calera Loan"). The LV Calera Loan is evidenced by a Promissory Note dated September 28, 2011 (the "LV Calera Promissory Note"), which such LV Calera Promissory Note is secured by that certain Mortgage and Security Agreement dated September 28, 2011 (the "LV Calera Mortgage"), and recorded on September 29, 2011 in Instrument # 20110929000288930, in the Shelby County Probate Office, Alabama, and further secured by an Assignment of Rents and Leases dated September 28, 2011 (the "LV Calera Assignment of Rents"), and recorded on September 29, 2011 in Instrument # 20110929000288940, in the Shelby County Probate Office, Alabama. In addition, Lewis Chitwood executed a Guaranty of Payment and Performance (the "L. Chitwood Guaranty"), James V. Corr, Jr. ("Corr") executed and delivered a Guaranty of Payment and Performance (the "Corr Guaranty"), and LV Calera, Lewis Chitwood and Corr executed an Environmental Indemnity and Agreement (the "LV Calera Environmental Indemnity"). Corr is transferring and selling his membership interest in LV Calera to Milo's RE. The Corr Guaranty is being replaced by a Guaranty of Payment and Performance executed by Milo's RE (the "Milo's LV Calera Guaranty") and the LV Calera Environmental Indemnity is being amended and restated to remove Corr and substitute Milo's RE for Corr (the "LV Calera Amended Environmental Indemnity"). The LV Calera Loan Agreement, the LV Calera Promissory Note, the LV Calera Mortgage, the LV Calera Assignment of Rents, the Chitwood Guaranty, the Milo's LV Calera Guaranty, and the LV Calera Amended Environmental Indemnity, as the same may be modified, amended, renewed and extended, and any other documents executed by LV Calera in connection with the LV Calera Loan, are herein referenced as the "LV Calera Loan Documents."

D. On September 28, 2011, LV Vestavia and Lender entered into a Loan Agreement (the "LV Vestavia Loan Agreement"), and pursuant to the LV Vestavia Loan Agreement, Lender made a loan to LV Vestavia in the original principal amount of Six Hundred Twenty Four Thousand and no/100 Dollars (\$624,000.00) (the "LV Vestavia Loan"). The LV Vestavia Loan is evidenced by a Promissory Note dated September 28, 2011 (the "LV Vestavia Promissory Note"), which such LV Vestavia Promissory Note is secured by that certain Leasehold Mortgage and Security Agreement dated September 28, 2011 (the "LV Vestavia Mortgage"), and recorded on September 29, 2011 at Land Record 201107, Page 17034, in the Jefferson County Probate Office, Alabama, and further secured by an Assignment of Rents and Leases dated September 28, 2011 (the "LV Vestavia Assignment of Rents"), and recorded on September 29, 2011 at Land Record 201107, Page 17058, in the Jefferson County Probate Office, Alabama. In addition, Lewis Chitwood executed a Guaranty of Payment and Performance (the "L. Chitwood Guaranty"), James V. Corr, Jr. ("Corr") executed and delivered a Guaranty of Payment and Performance (the "Corr Guaranty"), and LV Vestavia, Lewis Chitwood and Corr executed an Environmental Indemnity and Agreement (the "LV Vestavia Environmental Indemnity"). Corr is transferring and selling his membership interest in LV Vestavia to Milo's RE. The Corr Guaranty is being replaced by a Guaranty of Payment and Performance executed by Milo's RE (the "Milo's LV Vestavia Guaranty") and the LV Vestavia Environmental Indemnity is being amended and restated to remove

Corr and substitute Milo's RE for Corr (the "LV Vestavia Amended Environmental Indemnity"). The LV Vestavia Loan Agreement, the LV Vestavia Promissory Note, the LV Vestavia Mortgage, the LV Vestavia Assignment of Rents, the L. Chitwood Guaranty, the Milo's LV Vestavia Guaranty, and the LV Vestavia Amended Environmental Indemnity, as the same may be modified, amended, renewed and extended, and any other documents executed by LV Vestavia in connection with the LV Vestavia Loan, are herein referenced as the "LV Vestavia Loan Documents".

E. On September 28, 2011, Montclair and Lender entered into a Loan Agreement (the "Montclair Loan Agreement"), and pursuant to the Montclair Loan Agreement, Lender made a loan to Montclair in the original principal amount of Six Hundred Seventy Nine Thousand and no/100 Dollars (\$679,000.00) (the "Montclair Loan"). The Montclair Loan is evidenced by a Promissory Note dated September 28, 2011 (the "Montclair Promissory Note"), which such Montclair Promissory Note is secured by that certain Mortgage and Security Agreement dated September 28, 2011 (the "Montclair Mortgage"), and recorded on September 29, 2011 at Land Record 201107, Page 17082, Jefferson County Probate Office, Alabama, and further secured by an Assignment of Rents and Leases dated September 28, 2011 (the "Montclair Assignment of Rents"), and recorded on September 29, 2011 at Land Record 201107, Page 17105, in the Jefferson County Probate Office, Alabama. In addition, Dean Chitwood executed a Guaranty of Payment and Performance (the "Chitwood Guaranty"), James V. Corr, Jr. ("Corr") executed and delivered a Guaranty of Payment and Performance (the "Corr Guaranty"), and Montclair, Dean Chitwood and Corr executed an Environmental Indemnity and Agreement (the "Montclair Environmental Indemnity"). Corr is transferring and selling his membership interest in Montclair to Milo's RE. The Corr Guaranty is being replaced by a Guaranty of Payment and Performance executed by Milo's RE (the "Milo's Montclair Guaranty") and the Montclair Environmental Indemnity is being amended and restated to remove Corr and substitute Milo's RE for Corr (the "Montclair Amended Environmental Indemnity"). The Montclair Loan Agreement, the Montclair Promissory Note, the Montclair Mortgage, the Montclair Assignment of Rents, the Chitwood Guaranty, the Milo's Montclair Guaranty, and the Montclair Amended Environmental Indemnity, as the same may be modified, amended, renewed and extended, and any other documents executed by Montclair in connection with the Montclair Loan, are herein referenced as the "Montclair Loan Documents".

F. On September 28, 2011, Trussville and Lender entered into a Loan Agreement (the "Trussville Loan Agreement"), and pursuant to the Trussville Loan Agreement, Lender made a loan to Trussville in the original principal amount of Eight Hundred Sixty Three Thousand and no/100 Dollars (\$863,000.00) (the "Trussville Loan"). The Trussville Loan is evidenced by a Promissory Note dated September 28, 2011 (the "Trussville Promissory Note"), which such Trussville Promissory Note is secured by that certain Mortgage and Security Agreement dated September 28, 2011 (the "Trussville Mortgage"), and recorded on September 29, 2011 at Land Record 201107, Page 17122, Jefferson County Probate Office, Alabama, and further secured by an Assignment of Rents and Leases dated September 28, 2011 (the "Trussville Assignment of Rents"), and recorded on September 29, 2011 at Land Record 201107, Page 17145,

Jefferson County Probate Office, Alabama. In addition, Dean Chitwood executed a Guaranty of Payment and Performance (the "Chitwood Guaranty"), James V. Corr, Jr. ("Corr") executed and delivered a Guaranty of Payment and Performance (the "Corr Guaranty"), and Trussville, Dean Chitwood and Corr executed an Environmental Indemnity and Agreement (the "Trussville Environmental Indemnity"). Corr is transferring and selling his membership interest in Trussville to Milo's RE. The Corr Guaranty is being replaced by a Guaranty of Payment and Performance executed by Milo's RE (the "Milo's Trussville Guaranty") and the Trussville Environmental Indemnity is being amended and restated to remove Corr and substitute Milo's RE for Corr (the "Trussville Amended Environmental Indemnity"). The Trussville Loan Agreement, the Trussville Promissory Note, the Trussville Mortgage, the Trussville Assignment of Rents, the Chitwood Guaranty, the Milo's Trussville Guaranty, and the Trussville Amended Environmental Indemnity, as the same may be modified, amended, renewed and extended, and any other documents executed by Trussville in connection with the Trussville Loan, are herein referenced as the "Trussville Loan Documents".

G. On November 30, 2011, Wildwood and Lender entered into a Loan Agreement (the "Wildwood Loan Agreement"), and pursuant to the Wildwood Loan Agreement, Lender made a loan to Wildwood in the original principal amount of Seven Hundred Thirty One Thousand and no/100 Dollars (\$731,000.00) (the "Wildwood Loan"). The Wildwood Loan is evidenced by a Promissory Note dated November 30, 2011 (the "Wildwood Promissory Note"), which such Wildwood Promissory Note is secured by that certain Leasehold Mortgage and Security Agreement dated November 30, 2011 (the "Wildwood Mortgage"), and recorded on November 30, 2011 at Land Record 201109, Page 8812, Jefferson County Probate Office, Alabama, and further secured by an Assignment of Rents and Leases dated November 30, 2011 (the "Wildwood Assignment of Rents"), and recorded on November 30, 2011 at Land Record 201109, Page 8836, Jefferson County Probate Office, Alabama. In addition, Dean Chitwood executed a Guaranty of Payment and Performance (the "Chitwood Guaranty"), James V. Corr, Jr. ("Corr") executed and delivered a Guaranty of Payment and Performance (the "Corr Guaranty"), and Wildwood, Dean Chitwood and Corr executed an Environmental Indemnity and Agreement (the "Wildwood Environmental Indemnity"). Corr is transferring and selling his membership interest in Wildwood to Milo's RE. The Corr Guaranty is being replaced by a Guaranty of Payment and Performance executed by Milo's RE (the "Milo's Wildwood Guaranty") and the Wildwood Environmental Indemnity is being amended and restated to remove Corr and substitute Milo's RE for Corr (the "Wildwood Amended Environmental Indemnity"). The Wildwood Loan Agreement, the Wildwood Promissory Note, the Wildwood Mortgage, the Wildwood Assignment of Rents, the Chitwood Guaranty, the Milo's Wildwood Guaranty, and the Wildwood Amended Environmental Indemnity, as the same may be modified, amended, renewed and extended, and any other documents executed by Wildwood in connection with the Wildwood Loan, are herein referenced as the "Wildwood Loan Documents".

H. On December 30, 2011, C & A and Lender entered into a Loan Agreement (the "C & A Loan Agreement"), and pursuant to the C & A Loan Agreement, Lender made a loan to C & A in the original principal amount of Five Hundred Sixty Thousand

and no/100 Dollars (\$560,000.00) (the "C & A Loan"). The C & A Loan is evidenced by a Promissory Note dated December 30, 2011 (the "C & A Promissory Note"), which such C & A Promissory Note is secured by that certain Mortgage and Security Agreement dated December 30, 2011 (the "C & A Mortgage"), and recorded on January 3, 2012 at Land Record 201210, Page 511, Jefferson County Probate Office, Alabama, and further secured by an Assignment of Rents and Leases dated December 30, 2011 (the "C & A Assignment of Rents"), and recorded on January 3, 2012 at Land Record 201210, Page 538, Jefferson County Probate Office, Alabama. In addition, Dean Chitwood executed a Guaranty of Payment and Performance (the "Chitwood Guaranty"), Milo's RE executed and delivered a Guaranty of Payment and Performance (the "Milo's C & A Guaranty"), and C & A, Dean Chitwood and Milo's RE executed an Environmental Indemnity and Agreement (the "C & A Environmental Indemnity"). The C & A Loan Agreement, the C & A Promissory Note, the C & A Mortgage, the C & A Assignment of Rents, the Chitwood Guaranty, the Milo's C & A Guaranty, and the C & A Environmental Indemnity, as the same may be modified, amended, renewed and extended, and any other documents executed by C & A in connection with the C & A Loan, are herein referenced as the "C & A Loan Documents".

I. The Academy Loan, the CAC Loan, the LV Calera Loan, the LV Vestavia Loan, the Montclair Loan, the Trussville Loan, the Wildwood Loan, and the C & A Loan are herein referred to individually as the "Loan" and collectively as the "Loans." The Academy Loan Documents, the CAC Loan Documents, the LV Calera Loan Documents, the LV Vestavia Loan Documents, the Montclair Loan Documents, the Trussville Loan Documents, the Wildwood Loan Documents, and the C & A Loan Documents are herein referred to individually and collectively as the "Loan Documents."

J. As a condition to making and amending the Loans to the Borrowers, Lender has required that the Loans, and the security given for such Loans, be cross-collateralized and cross-defaulted. The Borrowers and the Guarantors agree and acknowledge that there is good and sufficient consideration for them to execute this Agreement as an inducement to Lender to make and amend the Loans, and that the Borrowers and the Guarantors will receive direct and indirect benefits from the making and amending of the Loans by the Lender.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, to induce the Lender to modify and amend the Loan Documents, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrowers and Guarantors agree with Lender, and Lender agrees with Borrowers and Guarantors, as follows:

1. **Cross-Collateralization.** The Loans are hereby cross-collateralized with one another and Borrowers agree that the Collateral described in the respective Loan Documents shall secure, in addition to such respective Loan and on a **pair passu** basis

with the other Loans, the obligations of the respective Borrowers and Guarantors under the other Loan Documents, including, without limitation, the respective Borrower's and the respective Guarantor's obligation to pay the principal and interest on the respective Loan, as the same may hereafter be renewed, modified, amended or extended, and to pay all other indebtedness and other agreed charges and to perform all of the terms and conditions under the respective Loan Documents.

2. **Cross-Default.** The Loans are hereby cross-defaulted with one another and the Borrowers and the Guarantors agree that the occurrence of an Event of Default as defined in, and pursuant to any of the Loan Documents, shall constitute an immediate Event of Default (without need of notice or the expiration of any additional cure period other than as specified in such Loan Documents) under all the Loan Documents.

3. **Lender's Rights.** Lender shall have the right, in its sole and absolute discretion, to exercise and perfect any and all rights under the Loan Documents, including without limitation this Agreement, including but not limited to, an acceleration of one (1) or all of the Notes and sale of one (1) or more (or all) of the properties subject to the respective Mortgage, in accordance with the terms of the Loan Documents. No notice shall be required to be given to Borrowers in connection with such Event of Default, except as may be required by the Loan Documents. No notice, except as may be expressly required by the Loan Documents, shall be required to be given to Borrowers in connection with Lender's exercise of any and all its rights after an Event of Default has occurred.

4. **Miscellaneous.**

(a) This Agreement may be executed in any number of counterparts bearing the original signatures of all parties hereto, each of which shall constitute an original for all purposes, but all of which shall evidence but one and the same Agreement. Duplicate originals of this Agreement will be recorded in each county and state where the respective properties described in the Loan Documents are located. Upon the filing of each mortgage constituting part of the Loan Documents, and upon the recording of this Agreement, all necessary recording, intangible, or documentary stamp taxes will be duly paid by Borrowers. This Agreement is being given as additional collateral to secure the obligations of Borrowers under their respective Loan Documents.

(b) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, successors and assigns.

(c) Borrowers consent to the recording of this Agreement in the Probate Offices of Shelby County, Alabama, and Jefferson County, Alabama, and agree to pay all costs of recording the same.

5. Controlling Law. THE VALIDITY, INTERPRETATION, ENFORCEMENT, AND EFFECT OF THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF ALABAMA.

6. Waiver of Jury Trial. BORROWERS HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SET OFF, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE LOAN, OR (B) IN ANY WAY CONNECTED WITH OR PERTAINING OR RELATED TO OR INCIDENTAL TO ANY DEALINGS OF LENDERS AND/OR BORROWERS AND BORROWERS WITH RESPECT TO THE LOAN DOCUMENTS OR IN CONNECTION WITH THIS AGREEMENT OR THE EXERCISE OF ANY PARTY'S RIGHTS AND REMEDIES UNDER THIS AGREEMENT OR OTHERWISE, OR THE CONDUCT OR THE RELATIONSHIP OF THE PARTIES HERETO, IN ALL OF THE FOREGOING CASES WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BORROWERS AGREE THAT LENDERS MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY, AND BARGAINED AGREEMENT OF BORROWERS IRREVOCABLY TO WAIVE THEIR RIGHTS TO TRIAL BY JURY AS AN INDUCEMENT OF LENDERS TO MAKE THE LOAN, AND THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY DISPUTE OR CONTROVERSY WHATSOEVER (WHETHER OR NOT MODIFIED HEREIN) BETWEEN BORROWERS AND LENDERS SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

[Signatures on following pages]

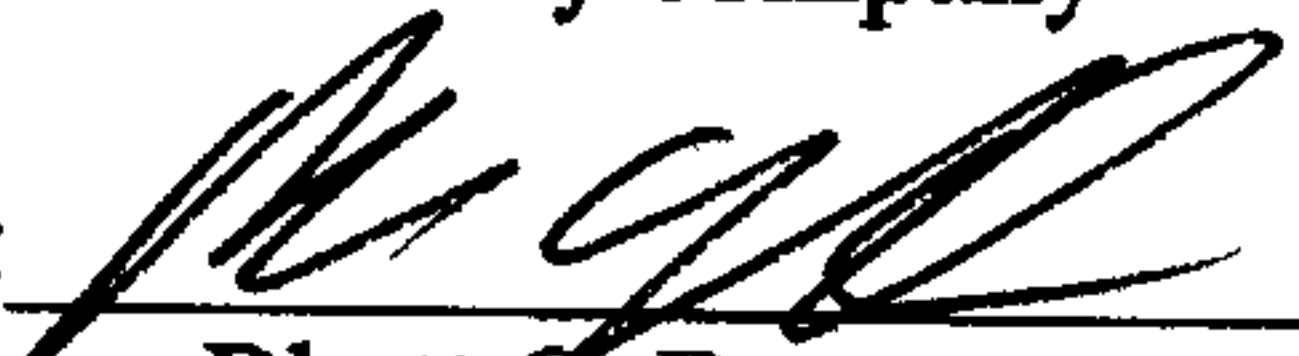


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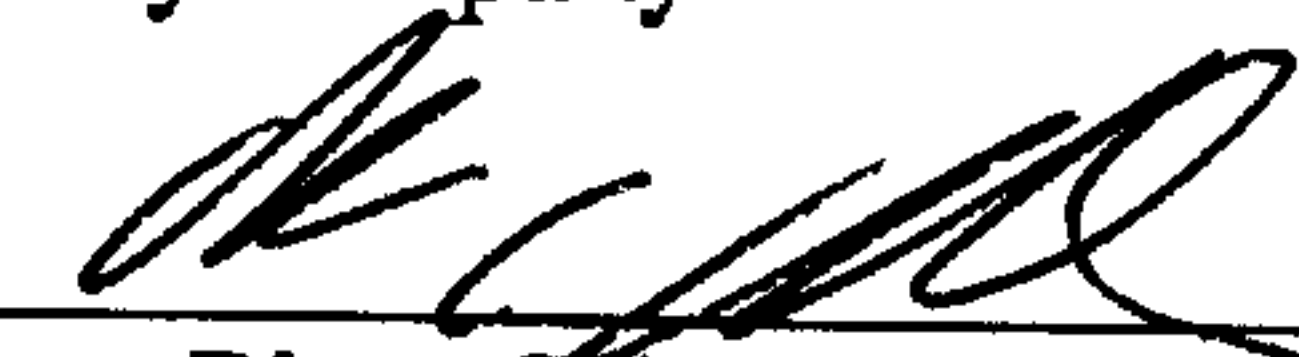
IN WITNESS WHEREOF, the parties have caused this Agreement to be properly executed on the day and year first written above.

BORROWERS:

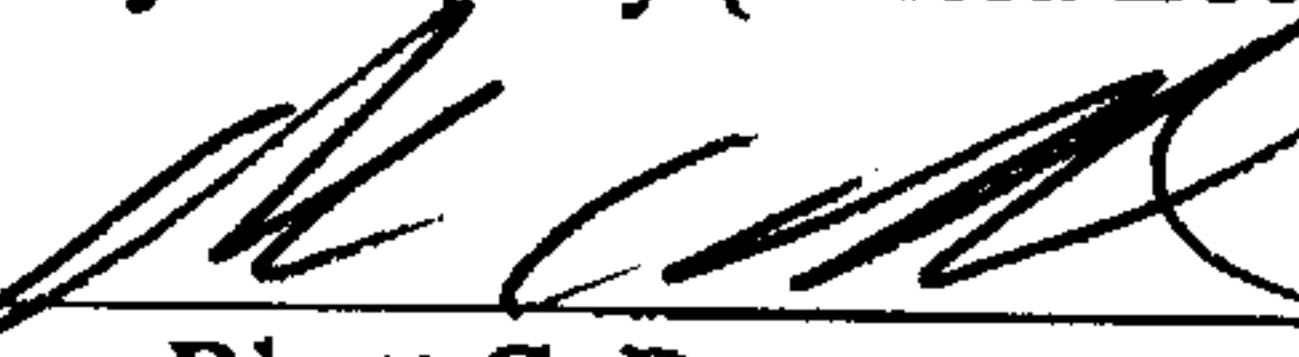
ACADEMY PROPERTIES, LLC, an Alabama limited liability company

By:  [SEAL]
Name: Rhett C. Bennett
Title: Authorized Representative

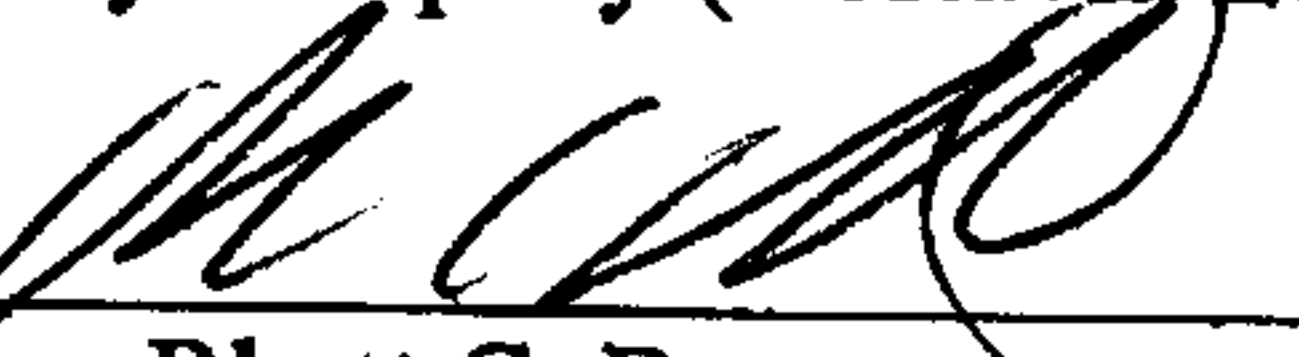
CAC-PELHAM, L.L.C., an Alabama limited liability company

By:  [SEAL]
Name: Rhett C. Bennett
Title: Authorized Representative

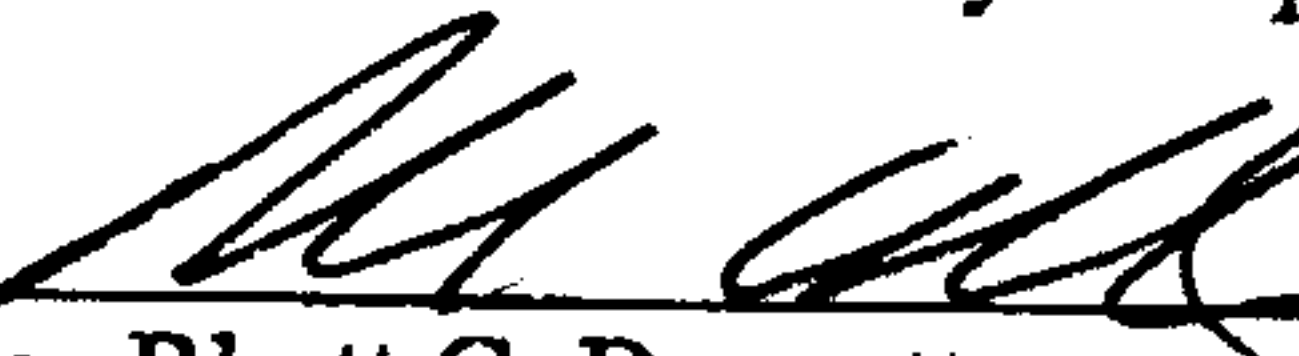
LV PROPERTIES, LLC, an Alabama limited liability company (Calera Location)

By:  [SEAL]
Name: Rhett C. Bennett
Title: Authorized Representative

LV PROPERTIES, LLC, an Alabama limited liability company (Vestavia Location)

By:  [SEAL]
Name: Rhett C. Bennett
Title: Authorized Representative

MONTCLAIR PROPERTIES I, LLC, an Alabama limited liability company

By:  [SEAL]
Name: Rhett C. Bennett
Title: Authorized Representative



TRUSSVILLE CROSSINGS, LLC, an Alabama
limited liability company

By:  [SEAL]

Name: Rhett C. Bennett

Title: Authorized Representative

WILDWOOD PROPERTIES, LLC, an Alabama
limited liability company

By:  [SEAL]

Name: Rhett C. Bennett

Title: Authorized Representative

C & A REALTY - ROEBUCK, LLC, an
Alabama limited liability company

By:  [SEAL]

Name: Rhett C. Bennett

Title: Authorized Representative

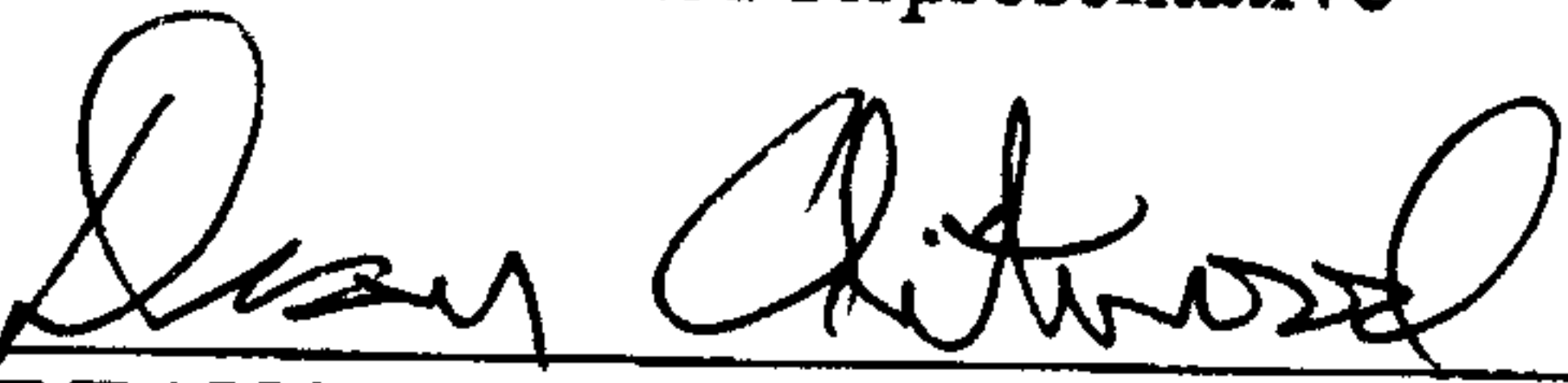
GUARANTORS:

MILO'S RE HOLDINGS, LLC, a Delaware
limited liability company

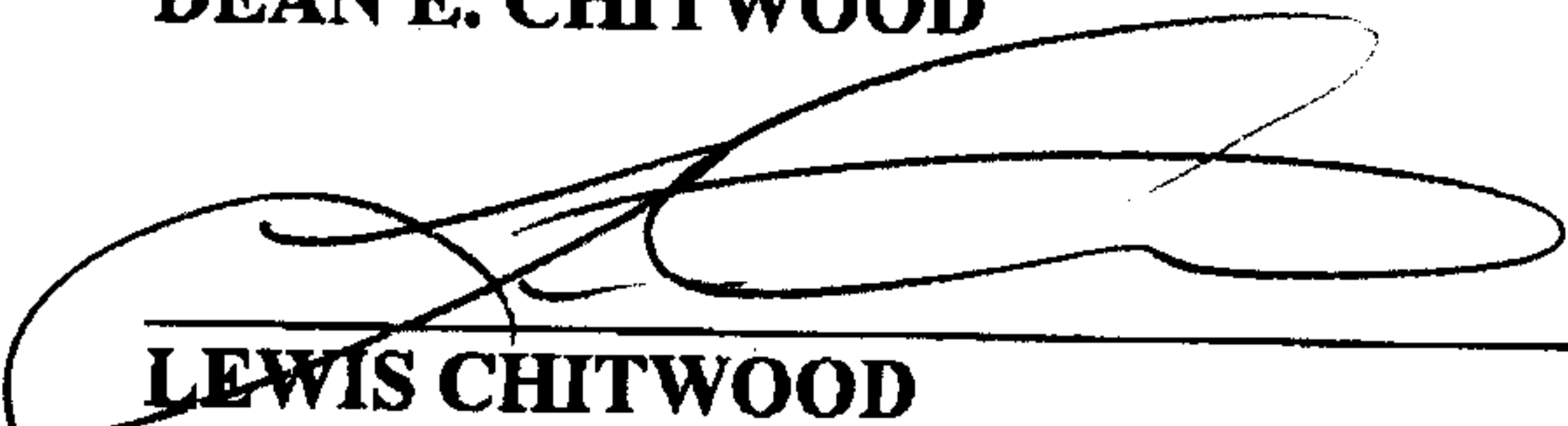
By:  [SEAL]

Name: Rhett C. Bennett

Title: Authorized Representative

 [SEAL]


DEAN E. CHITWOOD

 [SEAL]


LEWIS CHITWOOD

LENDER:

SERVISFIRST BANK, a state banking
corporation

By:  [SEAL]
Name: Nicholas J. Balanis
Title: Vice President

*This instrument was prepared by
and when recorded return to:*
Claude McCain Moncus, Esq.
CORLEY MONCUS, P.C.
728 Shades Creek Parkway, Suite 100
Birmingham, AL 35209
205.879.5959


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STATE OF ALABAMA

)

COUNTY OF JEFFERSON

:

)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that **Rhett C. Bennett**, whose name as Authorized Representative of: (a) Academy Properties, LLC, an Alabama limited liability company; (b) CAC-Pelham, L.L.C., an Alabama limited liability company; (c) LV Properties, LLC, an Alabama limited liability company (Calera Location); (d) LC Properties, LLC, an Alabama limited liability company (Vestavia Location); (e) Montclair Properties I, LLC, an Alabama limited liability company; (f) Trussville Crossings, LLC, an Alabama limited liability company; (g) Wildwood Properties, LLC, an Alabama limited liability company, (h) C & A Realty – Roebuck, LLC, an Alabama limited liability company; and (i) Milo's RE Holdings, LLC, a Delaware limited liability company is signed to the foregoing instrument as the Authorized Representative of each of the respective limited liability companies, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he as such Authorized Representative with full authority, executed the same voluntarily for and as the act of said limited liability companies on the day the same bears date.

Given under my hand and official seal this 30 day of December, 2011.

Jessica Hill Ward

Notary Public

My Commission Expires: 8-18-2015

[NOTARY SEAL]



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Shelby Cnty Judge of Probate, AL
01/04/2012 12:55:04 PM FILED/CERT

STATE OF ALABAMA)
 :
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **DEAN E. CHITWOOD**, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date.

Given my hand and official seal this 30th day of December, 2011.

[NOTARY SEAL]

Cheryl Robinson
Notary Public
My Commission Expires: 7/20/2015


STATE OF ALABAMA)
 :
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **LEWIS CHITWOOD**, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date.

Given my hand and official seal this 30th day of December, 2011.

[NOTARY SEAL]

Cheryl Robinson
Notary Public
My Commission Expires: 7/20/2015


20120104000004420 13/14 \$57.00
Shelby Cnty Judge of Probate, AL
01/04/2012 12:55:04 PM FILED/CERT

STATE OF ALABAMA

)

:

COUNTY OF JEFFERSON

)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that **NICHOLAS J. BALANIS**, whose name as Vice President of ServisFirst Bank, a state banking corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said banking corporation on the day the same bears date.

Given under my hand and official seal, this 30th day of December, 2011.



Notary Public

My Commission Expires: 7/20/2012

[NOTARY SEAL]



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Shelby Cnty Judge of Probate, AL
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