



20120904000331300 1/15 \$377.50
Shelby Cnty Judge of Probate, AL
09/04/2012 09:54:15 AM FILED/CERT

AFTER RECORDING, RETURN TO:

Ronald A. Weiner, Esq.
Arnall Golden Gregory LLP
171 17th Street, N.W., Suite 2100
Atlanta, Georgia 30363

CROSS REFERENCE:

Instrument No. 20100421000121980
Shelby County, Alabama records.

LOAN DOCUMENTS MODIFICATION AGREEMENT

THIS LOAN DOCUMENTS MODIFICATION AGREEMENT (this “Amendment”) is made and entered into as of the 28th day of August, 2012, by and between UNITED CONSULTING GROUP, LTD., a Georgia corporation (“United Consulting”), UNITED REAL PROPERTY INVESTMENT, LLC, a Georgia limited liability company (“URPI”; United Consulting and URPI are collectively, “Borrower”), UNITED BIRMINGHAM, L.L.C, a Georgia limited liability company (“Mortgagor”), BANK OF NORTH GA DIV SYNOVUS BANK, as successor in interest to Bank of North Georgia (“Lender”).

BACKGROUND STATEMENT

DECLARATION OF MAXIMUM SECURED AMOUNT. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE MAXIMUM AMOUNT OF PRINCIPAL INDEBTEDNESS SECURED BY THE MORTGAGE AT THE TIME OF EXECUTION OF THIS AMENDMENT OR WHICH UNDER ANY CONTINGENCY MAY HEREAFTER BECOME SECURED BY THE MORTGAGE AT ANY TIME IS \$215,000; PROVIDED THAT, SUCH LIMITATION SHALL NOT LIMIT THE SECURITY OF THE MORTGAGE WITH RESPECT TO (A) INTEREST ON THE AFORESAID PRINCIPAL INDEBTEDNESS AT THE RATE SET FORTH IN THE NOTES AND (B) REPAYMENT TO THE LENDER AFTER THE OCCURRENCE OF AN EVENT OF DEFAULT 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 LENDER AFTER THE OCCURRENCE OF AN EVENT OF DEFAULT OF SUMS ADVANCED OR PAID FOR INSURANCE PREMIUMS WITH RESPECT TO THE MORTGAGED PROPERTY, AND (D) REPAYMENT TO THE LENDER AFTER THE OCCURRENCE OF AN EVENT OF DEFAULT OF ALL REASONABLE COSTS OR EXPENSES OF COLLECTION OF THE INDEBTEDNESS SECURED BY THE MORTGAGE OR OF THE DEFENSE OR PROSECUTION OF THE RIGHTS AND LIEN CREATED BY THE MORTGAGE, AND (E) REPAYMENT TO THE LENDER OF SUMS ADVANCED OR PAID TO WHICH THE LENDER BECOMES SUBROGATED, UPON PAYMENT, UNDER RECOGNIZED PRINCIPLES OF LAW OR EQUITY, OR UNDER EXPRESS STATUTORY AUTHORITY.

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Borrower, Mortgagor and Lender are parties to that certain Mortgage and Absolute Assignment of Leases and Rents and Security Agreement dated March 30, 2010, recorded as Instrument No. 20100421000121980, Shelby County, Alabama records (as the same may have been amended from time to time, the "Mortgage"; the Mortgage, and all loan agreements, notes, guaranties and other documents executed in connection therewith, as the same may be amended, restated or modified from time to time, are collectively, the "Loan Documents").

Borrower, Mortgagor and Lender have agreed to amend the Mortgage, and the parties hereto are entering into this Amendment to evidence their agreements.

AGREEMENT

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Mortgagor and Lender do hereby agree as follows:

1. Modification of Mortgage. As of the date hereof, Borrower and Mortgagor hereby reaffirm and restate each and every warranty and representation set forth in the Mortgage. The terms of the Mortgage are hereby modified and amended, effective as of the date hereof, as follows:

A. By deleting therefrom the first five (5) paragraphs of the Recitals on page 1 of the Mortgage (beginning immediately after the word "WITNESSETH") in their entirety and inserting the following in lieu thereof:

"THAT WHEREAS, pursuant to the terms of that certain Amended and Restated Loan Agreement dated August 28, 2012 by United Consulting and Lender (the "UCG Loan Agreement"), United Consulting is justly indebted to Lender in the aggregate principal sum of FIVE MILLION ONE HUNDRED TWENTY-FIVE THOUSAND NINETEEN AND 70/100 DOLLARS (\$5,125,019.70), which indebtedness is evidenced and represented by: (i) that certain Amended and Restated Term Note dated August 28, 2012, in the principal amount of \$2,000,000.00 and having a maturity date of August 28, 2015 ("UCG Note 1"); and (ii) that certain Amended and Restate Term dated August 28, 2012, in the principal amount of \$3,125,019.70 and having a maturity date of August 28, 2015 ("UCG Note 2"), both executed and delivered by United Consulting to Lender (UCG Note 1 and UCG Note 2 are each individually, a "UCG Note", and collectively, the "UCG Notes", as the same may be amended, supplemented, restated, replaced or otherwise modified from time to time); and

WHEREAS, pursuant to the terms of that certain Loan Agreement dated August 28, 2012, by URPI and Lender (the "URPI Loan Agreement"), URPI is justly indebted to Lender in the principal sum of FOUR MILLION ONE HUNDRED ONE THOUSAND FOUR HUNDRED NINETY-THREE AND 20/100 DOLLARS (\$4,101,493.20), which indebtedness is evidenced and represented by that certain Amended and Restated Term Note dated August 28, 2012, and having a maturity date of August 28, 2015, executed and delivered by

URPI to Lender (the “URPI Note”, as the same may be amended, supplemented, restated, replaced or otherwise modified from time to time); and

WHEREAS, pursuant to the terms of that certain Loan Agreement dated August 28, 2012, by United Group Property Investments, L.P., a Georgia limited partnership (“UGPI”; United Consulting, URPI and UGPI are each individually, an “Affiliated Borrower”, and collectively, the “Affiliated Borrowers”) and Lender (the “UGPI Loan Agreement”; the UCG Loan Agreement, the URPI Loan Agreement and the UGPI Loan Agreement are each individually, a “Loan Agreement”, and collectively, the “Loan Agreements”), UGPI is justly indebted to Lender in the aggregate principal sum of ONE MILLION SEVEN HUNDRED THIRTY-THREE SIX HUNDRED SIXTY-SIX AND 23/100 DOLLARS (\$1,733,666.23), which indebtedness is evidenced and represented by: (i) that certain Amended and Restated Term Note dated August 28, 2012, in the principal amount of \$685,633.90 and having a maturity date of August 28, 2015 (“UGPI Note 1”); and (ii) that certain Real Estate Note dated May 24, 2006 in the original principal amount of \$1,048,032.33 and having a maturity date of June 1, 2026 (“UGPI Note 2”), both executed and delivered by UGPI to Lender (UGPI Note 1 and UGPI Note 2 are each individually, a “UGPI Note”, and collectively, the “UGPI Notes”, as the same may be amended, supplemented, restated, replaced or otherwise modified from time to time; the UCG Notes, the URPI Note and the UGPI Notes are each individually, a “Note”, and collectively, the “Notes”); and

WHEREAS, Mortgagor is an “Affiliate” (as defined in Section 35 (f) below) of Affiliated Borrowers and derives substantial benefit from Lender granting each of the loans to Affiliated Borrowers and in connection therewith has delivered to Lender that certain Amended, Restated and Consolidated Unconditional Guaranty of Payment and Performance dated August 28, 2012, guarantying the obligations of Affiliated Borrowers (“Guaranty”) and has agreed to deliver this Mortgage to further secure Mortgagor’s obligations under the terms of the Guaranty; and

WHEREAS, the Lender, as a condition precedent to the extension of credit and the making of the loans evidenced by the Notes and the Guaranty, has required that the Affiliated Borrowers and Mortgagor provide Lender with security for the repayment of the indebtedness evidenced by the Notes and the Guaranty as well as for the performance, observance and discharge by the Affiliated Borrowers and Mortgagor of the various covenants, conditions and agreements made by the Affiliated Borrowers and Mortgagor to, with, in favor of and for the benefit of Lender with respect to said indebtedness and such security.

NOW THEREFORE, in consideration of the promises set forth herein and to secure the observance, performance and discharge by the Affiliated Borrowers and Mortgagor of all covenants, conditions and agreements set forth in the Notes, the Guaranty, this Mortgage and in all other documents and instruments executed and delivered by Affiliated Borrowers or Mortgagor to and in favor of Lender; and in order to charge the properties, interests and rights hereinafter described

with such payment, observance, performance and discharge; and in consideration of the sum of one dollar paid by Lender to Mortgagor and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Mortgagor does hereby grant, bargain, sell, alien, remise, release, convey, assign, transfer, pledge, deliver, set over, hypothecate, warrant and confirm unto Lender, its successors and assigns forever, all of Mortgagor's right, title and interest in and to the following described properties, rights and interests and all replacements of, substitutions for, and additions thereto (all of which are hereinafter together referred to as the "Property"), to wit:"

B. By deleting therefrom Section 17 of the Mortgage in its entirety and inserting the following in lieu thereof:

"17. FINANCIAL STATEMENTS AND OTHER RECORDS. So long as any portion of the obligations set forth in the Notes or the Guaranty remain outstanding, Mortgagor shall deliver to Lender: (i) consolidated audited financial statements on Mortgagor and its Affiliates 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 statements for Mortgagor and its Affiliates within thirty (30) days after the end of each calendar quarter; (iii) copies of Mortgagor's and its Affiliates' federal income tax returns within thirty (30) days of filing with the Internal Revenue Service, but in no event later than one hundred twenty (120) days after the end of each calendar year; (iv) yearly personal financial statements for Reza Abree, Christopher L. Roberds and Scott D. Smelter 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; (v) copies of federal income tax returns for Reza Abree, Christopher L. Roberds and Scott Smelter within thirty (30) days of filing with the Internal Revenue Service, but in no event later than one hundred twenty (120) days after the end of each calendar year; and (vi) annual compiled statements for United Consolidated Master, L.L.C., a Georgia limited liability company, within thirty (30) days of completion, but in no event later than one hundred twenty (120) days after the end of each fiscal year. Mortgagor 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 Mortgagor 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 Mortgagor 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 an Event of Default under this Mortgage. Mortgagor further covenants and agrees that Lender shall have the

absolute right to inspect Mortgagor's books and records concerning the Property on reasonable prior notice and during reasonable business hours."

C. By deleting therefrom the first three (3) paragraphs of Section 23 of the Mortgage in their entirety and inserting the following in lieu thereof:

"23. TIME IS OF THE ESSENCE; MONETARY AND NON-MONETARY DEFAULTS. It is understood by Mortgagor that time is of the essence hereof in connection with all obligations of Mortgagor herein or in connection with the Notes or the Guaranty.

If a default be made in the payment of any sums of money due under the terms of any Note, the Guaranty or this Mortgage, 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 any Borrower or Mortgagor in any one of the agreements, conditions and covenants of said Notes or Guaranty beyond any applicable notice and cure period 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 Mortgagor has been delivered in the manner prescribed in Section 41 hereof (except that if such Non-Monetary default cannot reasonably be cured within the 30-day period Mortgagor shall have a reasonable period of time to cure such default provided that Mortgagor 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 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, in the Notes or in the Guaranty to the contrary notwithstanding.

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 any sums due Lender under the terms of the Notes or the Guaranty, 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 Mortgagor, or any person or entity comprising Mortgagor, or any guarantor of the Notes 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, in the Notes or in the Guaranty is false or untrue in any material respect when made. Any Monetary Default, Non-Monetary Default and Incurable Default, beyond any applicable

notice and cure period, shall sometimes be referred to as an “Event of Default”.”

D. By deleting therefrom Section 31 of the Mortgage in its entirety and inserting the following in lieu thereof:

“31. FURTHER ENCUMBRANCE PROHIBITED; SUBROGATION. Except as specifically set forth in Section 34(b) below, 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 under the terms of the Notes, the Guaranty or hereunder and secured hereby to be and become immediately due and payable. Mortgagor covenants and agrees to provide to Lender copies of any notices Mortgagor receives with respect to any subordinate financing permitted hereunder, including, without limitation any notices of an Event 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 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.”

E. By deleting therefrom Section 34 of the Mortgage in its entirety and inserting the following in lieu thereof:

“34. CROSS-DEFAULT; CROSS-COLLATERALIZATION.

(a) The Notes and the Guaranty are secured by the terms, conditions and provisions of this Mortgage, the Loan Agreements and any and all other loan documents executed in connection there with (collectively the “Loan Documents”), and they 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 Notes, the Loan Agreements, the Guaranty, the other Loan Documents or any other document securing the Notes or the Guaranty shall constitute a default or under the terms and conditions of such guaranty, instrument or document and the default under

such guaranty, instrument or document shall be an Event of Default under this Mortgage. Notwithstanding the foregoing, the enforcement or attempted enforcement of this Mortgage or any of the other guaranties, instruments or documents 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 Affiliated Borrowers, United Whitehall I, L.L.C., a Georgia limited liability company ("Whitehall I"), United Whitehall II, L.L.C., a Georgia limited liability company ("Whitehall II"), United Tift Street, L.L.C., a Georgia limited liability company ("Tift Street"), RCCR, L.L.C., a Georgia limited liability company ("RCCR"), United Bolton I, L.L.C., a Georgia limited liability company ("Bolton I"), Grimes Bridge, LLC, 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 Columbia, L.L.C., a Georgia limited liability company ("Columbia"), United Chattanooga, L.L.C., a Georgia limited liability company ("Chattanooga"), United Consolidated Properties I, L.L.C., a Georgia limited liability company ("UCP I"), United Consolidated Properties II, L.L.C., a Georgia limited liability company ("UCP II"), and United Holdings II, LLC, a Georgia limited liability company ("Holdings II") (collectively, Mortgagor, Affiliated Borrowers, Whitehall I, Whitehall II, Tift Street, RCCR, Bolton I, Grimes Bridge, Flowery Branch, Fouche Gap, Columbia, Chattanooga, UCP I, UCP II and Holdings II will sometimes hereinafter being called the "United Entities"), all of which are Affiliates of Mortgagor. Any default as defined in any note, mortgage, deed of trust, security deed or other loan document from the United Entities or 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, security deed, or deed of trust 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 a 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 a default under any and all such notes, mortgages, security deeds and deeds of trust, 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, security deeds or deeds of trust 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, security deeds, deeds of trust and other loan documents. The real property described in said other notes, mortgages, security deeds, deeds of trust 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 provision 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 Lender granted in this Mortgage. Further, each and every note, mortgage, security deed, deed of trust and any other documents 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, security deed, deed of trust 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, security deed, deed of trust 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, security 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.”

F. By deleting therefrom Section 40 of the Mortgage in its entirety and inserting the following in lieu thereof:

“40. SUCCESSORS AND ASSIGNS; TERMINOLOGY; CAPITALIZED TERMS.

The provisions hereof shall be binding upon Borrower, Mortgagor and each of their respective successors and assigns, and inure to the benefit of Lender and its successors and assigns. If more than one mortgagor is named herein, the

obligations and liabilities of said mortgagor shall be joint and several with those of Mortgagor. Wherever used in this Mortgage, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the word "Affiliated Borrower" shall mean each Affiliated Borrower and its successors and assigns, the word "Borrower" shall mean each 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 "Guaranty" shall mean Guaranty(ies) secured by this Mortgage, the word "Notes" shall mean the Notes secured by this Mortgage, and the word "person" shall mean an individual, trustee, trust, corporation, partnership or unincorporated association.

(b) Capitalized terms used and not defined herein shall have the meanings assigned to them in the Loan Agreements unless otherwise herein defined."

G. By deleting therefrom Section 41 of the Mortgage in its entirety and inserting the following in lieu thereof:

"41. NOTICES. All notices, demands and communications required or permitted hereunder shall be deemed to have been sufficiently given or served for all purposes if in a writing delivered personally to a party or to an officer of the party to whom the same is directed, or if sent by first-class or certified mail, postage and charges prepaid, addressed to such party at the following address, or to such other address as shall be furnished in writing by any party to the other pursuant to the provisions hereof:

To Mortgagor: c/o United Consulting Group, Ltd.
625 Holcomb Bridge Road
Norcross, Georgia 30071
Attn: Debbie Luna, CFO

To Lender: Bank of North GA div Synovus Bank
8025 Westside Parkway
Alpharetta, Georgia 30004
Attn: Nathan Rushin, Vice President

With copy to: Ronald A. Weiner, Esq.
Arnall Golden Gregory LLP
171 17th Street, N.W., Suite 2100
Atlanta, Georgia 30363

Any such notice shall be deemed given as of the date so delivered personally, or three (3) days after the date on which the same was deposited,

first-class or certified postage prepaid, in a regularly maintained receptacle for the deposit of United States Mail, addressed as aforesaid.”

H. By deleting all references therein to “the Note” and replacing the same with references to “the Notes and the Guaranty” or the “the Notes or the Guaranty”, in each case, as the context may require.

G. By deleting all references to “default” in each of Sections 18, 22, 23, 24, 25, 26, 30, 32, and 38 and replacing the same with references to “Event of Default”.

2. Modification of Loan Documents. Borrower and Mortgagor hereby reaffirm and restate as the date hereof each and every warranty and representation set forth in the Loan Documents. The terms of the Loan Documents are hereby modified and amended, effective as of the date hereof, so that all references therein to the Mortgage shall refer to the Mortgage as amended herein.

3. Ratification; Fees and Expenses. Except as herein expressly modified or amended, all the terms and conditions of the Loan Documents are hereby ratified, affirmed, and approved. In consideration of Lender agreeing to the amended Loan Documents as herein provided, Mortgagor, United Consulting Group, Ltd., a Georgia corporation (“UCG”), United Group Property Investments, L.P., a Georgia limited partnership (“UGPI”) and United Real Property Investment, LLC, a Georgia limited liability company (“URPI”; as used in this Section 3, UCG, UGPI and URPI are each individually, a “Borrower”, and collectively, the “Borrowers”) agree to pay Lender all reasonable fees and expenses actually incurred in connection with this Amendment, which fees and expenses are more specifically set forth on the Loan Modification Closing Statement executed by Borrowers and Lender on even date herewith. Mortgagor and Borrowers acknowledge that once paid, such fees and expenses shall be fully earned and shall not be refundable or rebatable in whole or in part.

4. No Defenses; Release. For purposes of this Paragraph 4, the terms “Mortgagor Parties” and “Lender Parties” shall mean and include Borrower and Mortgagor, and Lender, respectively, and each of their respective predecessors, successors and assigns, and each past and present, direct and indirect, parent, subsidiary and affiliated entity of each of the foregoing, and each past and present employee, agent, attorney-in-fact, attorney-at-law, representative, officer, director, shareholder, partner and joint venturer of each of the foregoing, and each heir, executor, administrator, successor and assign of each of the foregoing; references in this paragraph to “any” of such parties shall be deemed to mean “any one or more” of such parties; and references in this sentence to “each of the foregoing” shall mean and refer cumulatively to each party referred to in this sentence up to the point of such reference. Borrower and Mortgagor hereby acknowledge, represent and agree: that none of Borrower or Mortgagor has any defenses, setoffs, claims, counterclaims or causes of action of any kind or nature whatsoever with respect to the Mortgage, the Loan Documents or the indebtedness evidenced and secured thereby, or with respect to any other documents or instruments now or heretofore evidencing, securing or in any way relating to the loans referenced therein (collectively, the “Loans”), or now or heretofore existing with respect to the administration or funding of the Loans, or with respect to any other

transaction, matter or occurrence between any of the Mortgagor Parties and any Lender Parties or with respect to any acts or omissions of any Lender Parties (all of said defenses, setoffs, claims, counterclaims or causes of action being hereinafter referred to as "Loan Related Claims"); that, to the extent that Borrower or Mortgagor may be deemed to have any Loan Related Claims, each Borrower and Mortgagor does hereby expressly waive, release and relinquish any and all such Loan Related Claims, whether or not known to or suspected by such Borrower or Mortgagor; that none of Borrower or Mortgagor shall institute or cause to be instituted any legal action or proceeding of any kind based upon any Loan Related Claims; and that each Borrower and Mortgagor shall indemnify, hold harmless and defend all Lender Parties from and against any and all Loan Related Claims.


5. No Novation. Borrower, Mortgagor and Lender hereby acknowledge and agree that this Amendment shall not constitute a novation of the indebtedness evidenced by the Loan Documents, and further that the terms and provisions of the Loan Documents shall remain valid and in full force and effect except as may be hereinabove modified and amended.

6. No Waiver or Implication. Borrower and Mortgagor hereby agree that nothing herein shall constitute a waiver by Lender of any default, whether known or unknown, which may exist under the Mortgage or any other Loan Documents. Borrower and Mortgagor hereby further agree that no action, inaction or agreement by Lender, including, without limitation, any extension, indulgence, waiver, consent or agreement of modification which may have occurred or have been granted or entered into (or which may be occurring or be granted or entered into hereunder or otherwise) with respect to nonpayment of the Loans or any portion thereof, or with respect to matters involving security for the Loans, or with respect to any other matter relating to the Loans, shall require or imply any future extension, indulgence, waiver, consent or agreement by Lender. Borrower and Mortgagor hereby acknowledge and agree that Lender has made no agreement, and is in no way obligated, to grant any future extension, indulgence, waiver or consent with respect to the Loans or any matter relating to the Loans.

7. No Release of Collateral. Borrower and Mortgagor further acknowledge that this Amendment shall in no way occasion a release of any collateral held by Lender as security to or for the Loans, and that all collateral held by Lender as security to or for the Loans shall continue to secure the Loans.

8. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of Borrower, Mortgagor and Lender and their respective successors and assigns, whether voluntary by act of the parties or involuntary by operation of law.

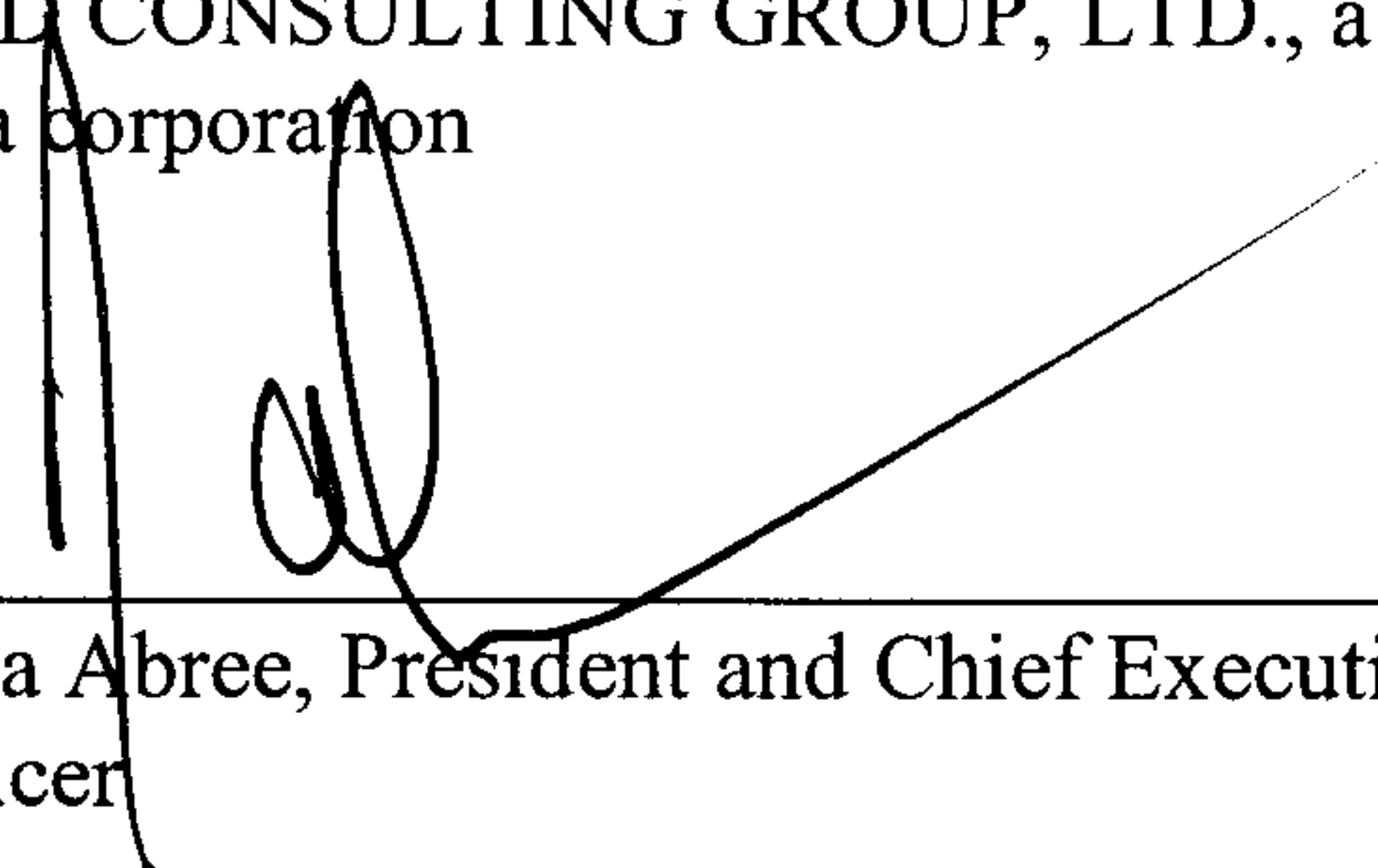
(Signatures on following page)


20120904000331300 11/15 \$377.50
Shelby Cnty Judge of Probate, AL
09/04/2012 09:54:15 AM FILED/CERT

IN WITNESS WHEREOF, this Amendment has been duly executed under seal by Borrower, Mortgagor and Lender as of the day and year first above written.

BORROWER:

UNITED CONSULTING GROUP, LTD., a
Georgia corporation

By: 
Reza Abree, President and Chief Executive
Officer

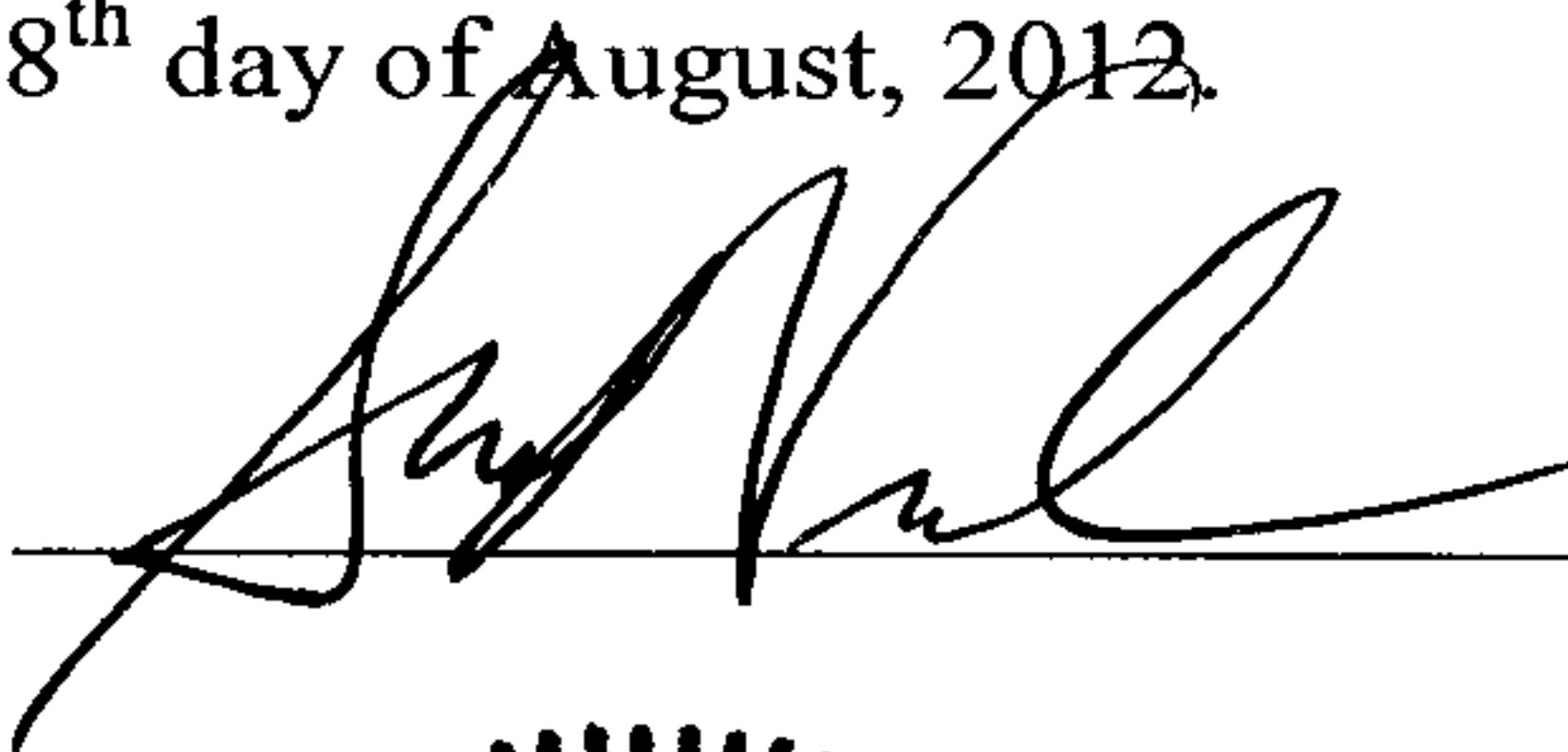
[CORPORATE SEAL]

ACKNOWLEDGMENT

STATE OF GEORGIA)
)
COUNTY OF FULTON)

I, the undersigned Notary Public in and for said County in said State, hereby certify that the President and Chief Executive Officer, whose name is Reza Abree, 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 date 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 seal, this 28th day of August, 2012.



My Commission Expires: 10-13-14



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

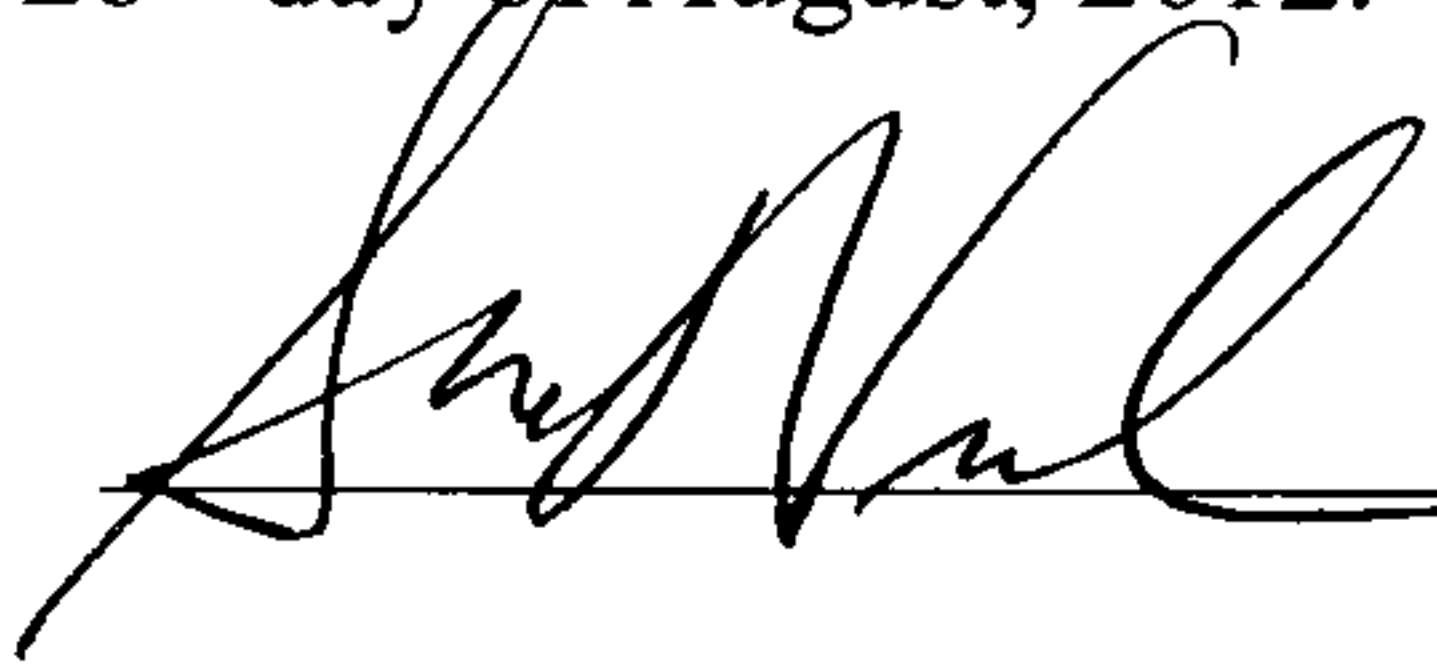
By:  (SEAL)
Reza Abree, Manager

ACKNOWLEDGMENT

STATE OF GEORGIA)
)
COUNTY OF FULTON)


I, the undersigned Notary Public in and for said County in said State, hereby certify that the Manager, whose name is Reza Abree, 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 date 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 company.

Given under my hand and seal, this 28th day of August, 2012.



My Commission Expires: 10-13-14




20120904000331300 13/15 \$377.50
Shelby Cnty Judge of Probate, AL
09/04/2012 09:54:15 AM FILED/CERT

GRANTOR:

UNITED BIRMINGHAM, L.L.C., a Georgia
limited liability company

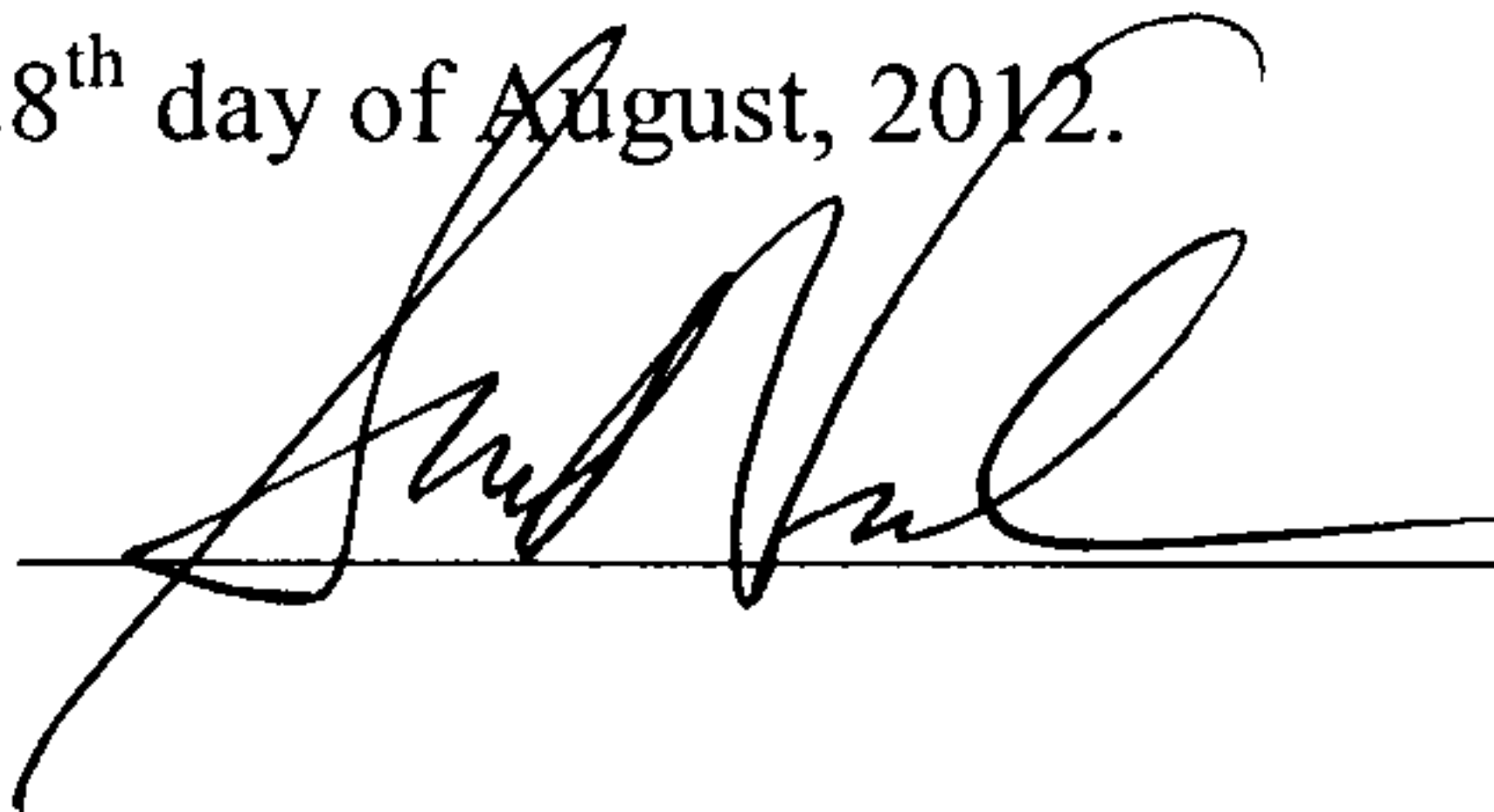
By:  (SEAL)
Reza Abree, Manager

ACKNOWLEDGMENT

STATE OF GEORGIA)
)
COUNTY OF FULTON)

I, the undersigned Notary Public in and for said County in said State, hereby certify that the Manager, whose name is Reza Abree, of United Birmingham, L.L.C., a Georgia limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date 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 company.

Given under my hand and seal, this 28th day of August, 2012.



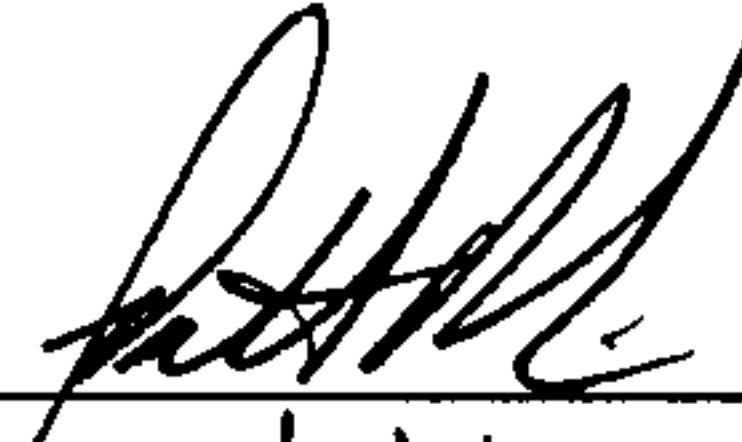
My Commission Expires: 10-13-14



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Shelby Cnty Judge of Probate, AL
09/04/2012 09:54:15 AM FILED/CERT

LENDER:

BANK OF NORTH GA DIV SYNOVUS BANK,
as successor in interest to Bank of North Georgia

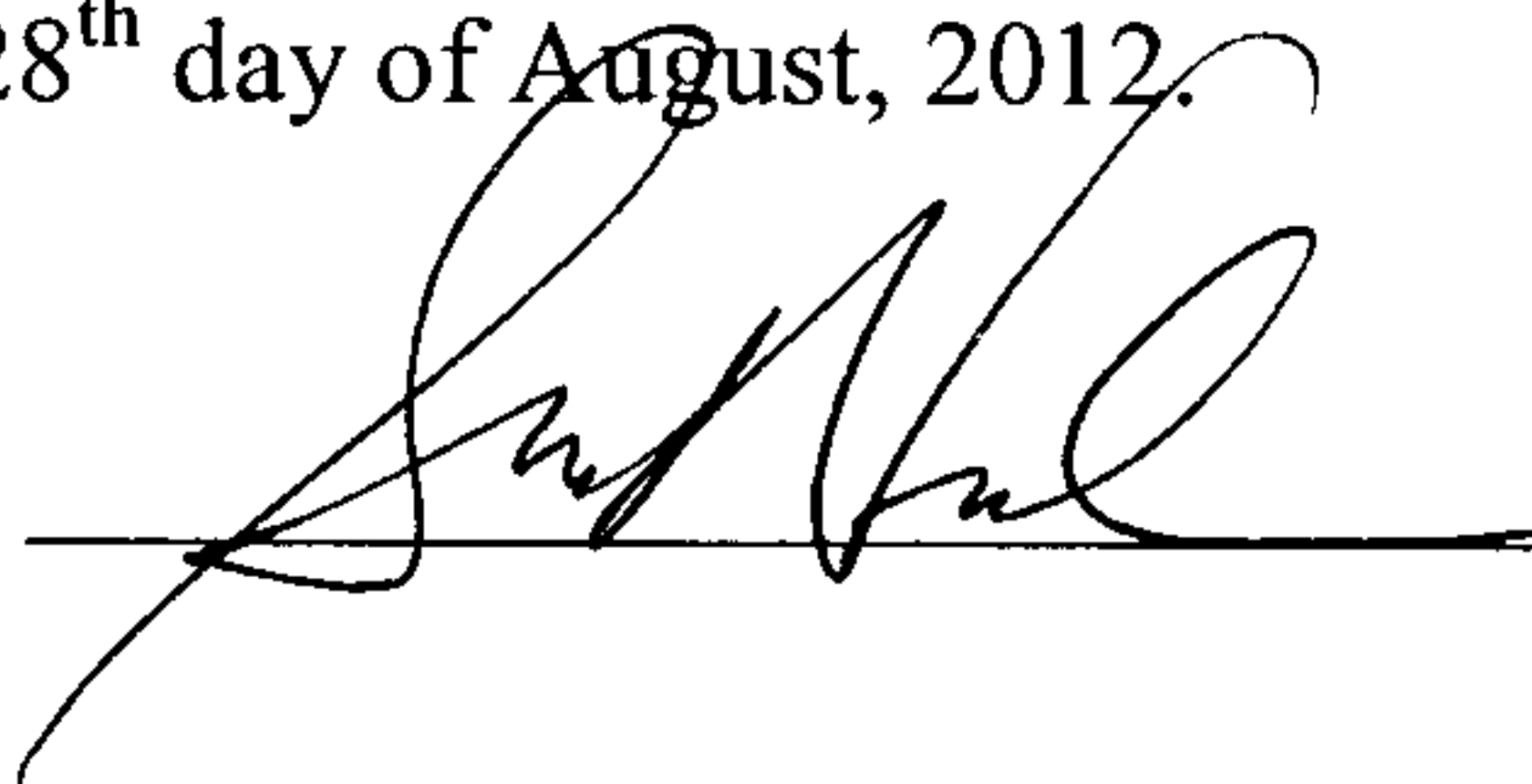
By: 
Name: Nathan Rushin
Title: Vice President

ACKNOWLEDGMENT

STATE OF GEORGIA)
)
COUNTY OF FULTON)


I, the undersigned Notary Public in and for said County in said State, hereby certify that the NATHAN RUSHIN, whose name is VICE PRESIDENT, of Bank of North GA Div Synovus Bank, as successor in interest to Bank of North Georgia, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date 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 bank.

Given under my hand and seal, this 28th day of August, 2012.



My Commission Expires: 10-13-14




20120904000331300 15/15 \$377.50
Shelby Cnty Judge of Probate, AL
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