

NOTE TO RECORDER: *This instrument amends that certain Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement March 2, 2012, executed by VOP 2, LLC, an Alabama limited liability company, as Mortgagor, in favor of Oakworth Capital Bank., an Alabama state banking corporation, as Mortgagee, in the original principal amount of up to \$1,600,000.00, filed for record on March 7, 2012, as Instrument Number 20120307000080920, in the Probate Office of Shelby County, Alabama (mortgage tax in the amount of \$2,400.00 was paid upon recording of such Mortgage). This instrument increases the indebtedness secured by said Mortgage to \$1,700,000.00. Total mortgage tax due upon the recording of this instrument is \$150.00.*

This instrument prepared by:
David R. Kinman, Esq.
Johnston Barton Proctor & Rose LLP
Colonial Brookwood Center
569 Brookwood Village, Suite 901
Birmingham, Alabama 35209
(205) 458-9400

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

FIRST AMENDMENT TO FUTURE ADVANCE MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, AND SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS

THIS FIRST AMENDMENT TO FUTURE ADVANCE MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, AND SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS (this “**Amendment**”) is dated and is effective as of the 15th day of March, 2013, from **VOP 2, LLC**, an Alabama limited liability company (the “**Mortgagor**”), in favor of **OAKWORTH CAPITAL BANK**, an Alabama state banking corporation (the “**Mortgagee**”).

RECITALS:

WHEREAS, Mortgagor and Mortgagee entered into that certain Construction Loan Agreement dated as of March 2, 2012 (as amended, the “**Loan Agreement**”; capitalized terms used and not otherwise defined herein shall have the meanings ascribed in the Loan Agreement), pursuant to which Mortgagee agreed to make a loan to Mortgagor in the aggregated original principal amount of up to \$1,600,000.00 (as amended, extended, increased, restated, renewed or refinanced, including, without limitation, the increase to \$1,700,000.00 as described herein, collectively, the “**Loan**”);

WHEREAS, the Loan is evidenced and secured by that certain Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement of even date with the Loan Agreement executed by Mortgagor for the benefit of Mortgagee and recorded on March 7, 2012,

{W0939929.1}

with the Probate Court of Shelby County, Alabama, as Instrument Number 20120307000080920, (the “**Mortgage**”), and that certain Assignment of Rents and Leases executed by Mortgagor for the benefit of Mortgagee and recorded on March 7, 2012, with the Probate Court of Shelby County, Alabama, as Instrument Number 20120307000080930 (the “**Lease Assignment**”), securing certain real property described in Exhibit A attached hereto and incorporated herein (the “**Property**”), and certain other documents and instruments evidencing or securing the Loan or related thereto (together with the Mortgage and Loan Agreement, as amended, collectively, the “**Loan Documents**”);

WHEREAS, Mortgagor has requested that Mortgagee advance an additional \$100,000 to Mortgagor, as further described in that certain First Amendment to Construction Loan Agreement and Other Loan Documents of even date herewith (the “**Loan Amendment**”), and that certain First Amended and Restated Promissory Note of even date herewith payable by Mortgagor to Mortgagee in the amount of \$1,700,000.00 (the “**Restated Note**”); and

WHEREAS, the parties desire to amend the Mortgage to reflect the foregoing recitals and Mortgagor’s execution of the Loan Amendment and the Restated Note.

A G R E E M E N T

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Amendment of Mortgage.** The Mortgage and Lease Assignment shall be and the same hereby are amended to reflect that Mortgagor and Mortgagee are executing the Loan Amendment and that Mortgagor is executing the Restated Note, such that Mortgage shall collateralize and secure the increased Loan amount. The Mortgage shall be deemed amended as set forth hereinabove and to the extent necessary to carry out the intent of this Mortgage Amendment. Without limiting the generality of the foregoing, each reference in the Mortgage to the “Loan Agreement” the “Note” or any other “Loan Documents” shall be deemed to be references to said documents, as amended hereby. Except as expressly set forth herein, the Loan Documents shall remain in full force and effect in accordance with their respective terms and shall continue to evidence, secure, guarantee or relate to, as the case may be, the Loan.

2. **Representations and Warranties.** As amended herein, each representation and warranty contained in the Mortgage, and the Loan Documents is hereby reaffirmed as of the date hereof. Mortgagor hereby represents, warrants and certifies to Mortgagee that no Event of Default nor any condition or event that with notice or lapse of time or both would constitute an Event of Default, has occurred or is continuing under the Mortgage, the Lease Assignment, the Loan Documents or the Loan, and that Mortgagor has no offsets or claims against Mortgagee arising under, related to, or connected with the Loan, the Mortgage, the Lease Assignment, the Loan Agreement, the Note or any of the Loan Documents.

3. **Binding Effect.** Except as expressly modified and amended hereby, the terms

and conditions of the Mortgage and the Lease Assignment shall remain in full force and effect, and the Mortgage and the Lease Assignment, as so amended are hereby ratified and affirmed. Mortgagor acknowledges that it has no defenses or setoffs with respect to its obligations under the Mortgage or the Lease Assignment, as amended hereby.


4. **Successors and Assigns.** This Mortgage Amendment shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned Mortgagor has executed this instrument to be executed by its duly authorized officer, effective as of the day and year first above written.

MORTGAGOR:

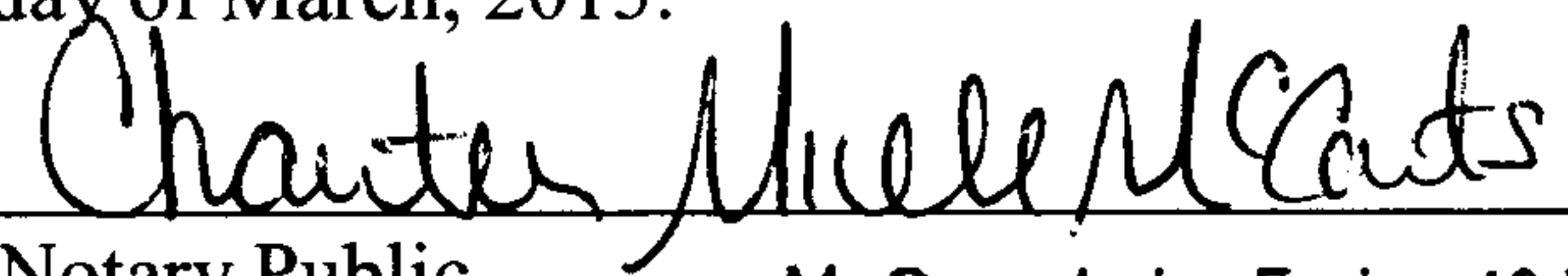
VOP 2, LLC, an Alabama limited liability company

By: 
Moiz Fouladbakhsh
Its: Sole Member

STATE OF ALABAMA)
COUNTY OF Jefferson)

The undersigned, a Notary Public in and for said County in said State, hereby certifies that Moiz Fouladbakhsh, whose name as the duly authorized Sole Member of VOP 2, LLC, an Alabama 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 said instrument, he, as such Sole Member, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this the 15th day of March, 2013.


Notary Public My Commission Expires 10-7-2015
My commission expires: _____

[AFFIX SEAL]

EXHIBIT A

LEGAL DESCRIPTION

Lot 2, Valleydale Office Plaza as recorded in Map Book 42, Page 16, in the Office of the Judge of Probate Shelby County, Alabama, being described by metes and bounds as follows:

A parcel of land situated in the Northeast one-quarter of the Southeast one-quarter of Section 20, Township 19 South, Range 2 West, Shelby County, Alabama, being further described as follows:

Begin at the Northwest corner of Lot 2, Valleydale Office Plaza, as recorded in Map Book 42, Page 16, in the Office of the Judge of Probate, Shelby County, Alabama; thence run in a Southeasterly direction along the North line of said Lot 2 for a distance of 122.66 feet to a gsa capped rebar and the Northeast corner of said Lot 2; thence turn an interior angle of 90 degrees 00 minutes 00 seconds to the right and run in a Southwesterly direction along the East line of said Lot 2 for a distance of 251.36 feet to a gsa capped rebar, said point being on the Northernmost right of way line of Valleydale Road (80' right of way) and a point on curve to the left, said curve having a radius of 5689.68 feet, a central angle of 01 degrees 30 minutes 34 seconds, an interior angle of 137 degrees 54 minutes 32 seconds to the left to chord of said curve for a chord distance of 149.90 feet; thence run along arc of said curve and along said right of way for a distance of 149.90 feet to the Southwest corner of said Lot 2 and a point on a compound curve to the right, thence leaving said Northernmost right of way, said curve having a radius of 87.00 feet, a central angle of 41 degrees 49 minutes 54 seconds, an interior angle of 63 degrees 00 minutes 25 seconds from chord to chord of said curve for a chord distance of 62.12 feet; thence run along arc of said curve and along the West boundary of said Lot 2 for a distance of 63.52 feet; thence run along a line tangent to last describe curve for a distance of 304.58 feet to the POINT OF BEGINNING. Said parcel contains 38,532 square feet or 0.88 acres more or less.