


MORTGAGE FILING PRIVILEGE TAXES HAVE PREVIOUSLY BEEN PAID ON INDEBTEDNESS IN THE AMOUNT OF AT LEAST \$2,500,000.00 IN CONNECTION WITH THE RECORDATION OF THAT CERTAIN MORTGAGE DATED JUNE 12, 2007 EXECUTED BY THE MORTGAGOR IN FAVOR OF THE BANK AND RECORDED WITH THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA AS INSTRUMENT NO. 20070613000277340, AS AMENDED BY THAT CERTAIN AMENDMENT TO MORTGAGE DATED DECEMBER 13, 2007 AND RECORDED WITH THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA AS INSTRUMENT NO. 20080108000009380. THIS AMENDMENT TO MORTGAGE AND OTHER LOAN DOCUMENTS IS GIVEN TO AMEND THE ABOVE-REFERENCED INSTRUMENT.

STATE OF ALABAMA)
COUNTY OF SHELBY)

This Instrument Prepared By:
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Amendment to Mortgage and Other Loan Documents

THIS AMENDMENT TO MORTGAGE AND OTHER LOAN DOCUMENTS (this “**Amendment**”) is made as of November 22, 2013, by and between **2500 ASSOCIATES, L.L.C.**, an Alabama limited liability company (the “**Mortgagor**”), and **PNC BANK, NATIONAL ASSOCIATION, successor to RBC Bank (USA), successor to First American Bank** (the “**Bank**”).

BACKGROUND

A. The Mortgagor has executed and delivered to the Bank (or a predecessor which is now known by the Bank’s name as set forth above), one or more promissory notes, guaranty agreements, loan agreements, security agreements, mortgages, pledge agreements, collateral assignments, and other agreements, instruments, certificates and documents, some or all of which are more fully described on attached Exhibit A, which is made a part of this Amendment (collectively as amended from time to time, the “**Loan Documents**”) which evidence or secure some or all of the Mortgagor’s obligations to the Bank for one or more loans or other extensions of credit (the “**Obligations**”).

B. The Mortgagor and the Bank desire to amend the Mortgage (as defined below) and the other Loan Documents as provided for in this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound hereby, the parties hereto agree as follows:

1. Certain of the Loan Documents are amended as set forth in Exhibit A. Any and all references to any Loan Document in any other Loan Document shall be deemed to refer to such Loan Document as amended by this Amendment. This Amendment is deemed incorporated into each of the Loan Documents. Any initially capitalized terms used in this Amendment without definition shall have the meanings assigned to those terms in the Loan Documents. To the extent that any term or provision of this Amendment is or may be inconsistent with any term or provision in any Loan Document, the terms and provisions of this Amendment shall control.

2. The Mortgagor hereby certifies that: (a) all of its representations and warranties in the Loan Documents, as amended by this Amendment, are, except as may otherwise be stated in this Amendment: (i) true and correct as of the date of this Amendment, (ii) ratified and confirmed without condition as if made anew, and (iii) incorporated into this Amendment by reference, (b) no Event of Default or event which, with the passage of time or the giving of notice or both, would constitute an Event of Default, exists under any Loan Document which will not be cured by the execution and effectiveness of this Amendment, (c) no consent, approval, order or authorization of, or registration or filing with, any third party is required in connection with the execution, delivery and carrying out of this Amendment or, if required, has been obtained, and (d) this Amendment has been duly authorized, executed and delivered so that it constitutes the legal, valid and binding obligation of the Mortgagor, enforceable in accordance with its terms. The Mortgagor confirms that the Obligations remain outstanding without defense, set off, counterclaim, discount or charge of any kind as of the date of this Amendment.

3. The Mortgagor hereby confirms that any collateral for the Obligations, including liens, security interests, mortgages, and pledges granted by the Mortgagor or third parties (if applicable), shall continue unimpaired and in full force and effect, and shall cover and secure all of the Mortgagor's existing and future Obligations to the Bank, as modified by this Amendment.

4. As a condition precedent to the effectiveness of this Amendment, the Mortgagor shall comply with the terms and conditions (if any) specified in Exhibit A.

5. To induce the Bank to enter into this Amendment, the Mortgagor waives and releases and forever discharges the Bank and its officers, directors, attorneys, agents, and employees from any liability, damage, claim, loss or expense of any kind that it may have against the Bank or any of them arising out of or relating to the Obligations. The Mortgagor further agrees to indemnify and hold the Bank and its officers, directors, attorneys, agents and employees harmless from any loss, damage, judgment, liability or expense (including attorneys' fees) suffered by or rendered against the Bank or any of them on account of any claims arising out of or relating to the Obligations. The Mortgagor further states that it has carefully read the foregoing release and indemnity, knows the contents thereof and grants the same as its own free act and deed.

6. This Amendment may be signed in any number of counterpart copies and by the parties to this Amendment on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Amendment by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

7. This Amendment will be binding upon and inure to the benefit of the Mortgagor and the Bank and their respective heirs, executors, administrators, successors and assigns.

8. This Amendment has been delivered to and accepted by the Bank and will be deemed to be made in the State where the Bank's office indicated in the Loan Documents is located. This Amendment will be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State where the Bank's office indicated in the Loan Documents is located, excluding its conflict of laws rules.

9. Except as amended hereby, the terms and provisions of the Loan Documents remain unchanged, are and shall remain in full force and effect unless and until modified or amended in writing in accordance with their terms, and are hereby ratified and confirmed. Except as expressly provided herein, this Amendment shall not constitute an amendment, waiver, consent or release with respect to any provision of any Loan Document, a waiver of any default or Event of Default under any Loan Document, or a waiver or release of any of the Bank's rights and remedies (all of which are hereby reserved). **The Mortgagor expressly ratifies and confirms the confession of judgment (if applicable) and waiver of jury trial provisions contained in the Loan Documents.**

WITNESS the due execution of this Amendment as a document under seal as of the date first written above.

2500 ASSOCIATES, L.L.C.

By Graham & Company, LLC
Its Manager

By: H. Michael Graham
(SEAL)

Print Name: H. Michael Graham
Title: Manager

STATE OF Alabama)
COUNTY OF Jefferson)


I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that H. Michael Graham, whose name as Manager of Graham & Company, LLC, in its capacity as manager of **2500 ASSOCIATES, L.L.C.**, 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, he, as such manager 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 18th day of November, 2013.

Christie Stevens Neely
Notary Public

AFFIX SEAL

My commission expires: September 7, 2015


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PNC BANK, NATIONAL ASSOCIATION

By: [Signature]

(SEAL)

Print Name: Veto Enna

Title: Vice President

STATE OF Kansas)
COUNTY OF Johnson)

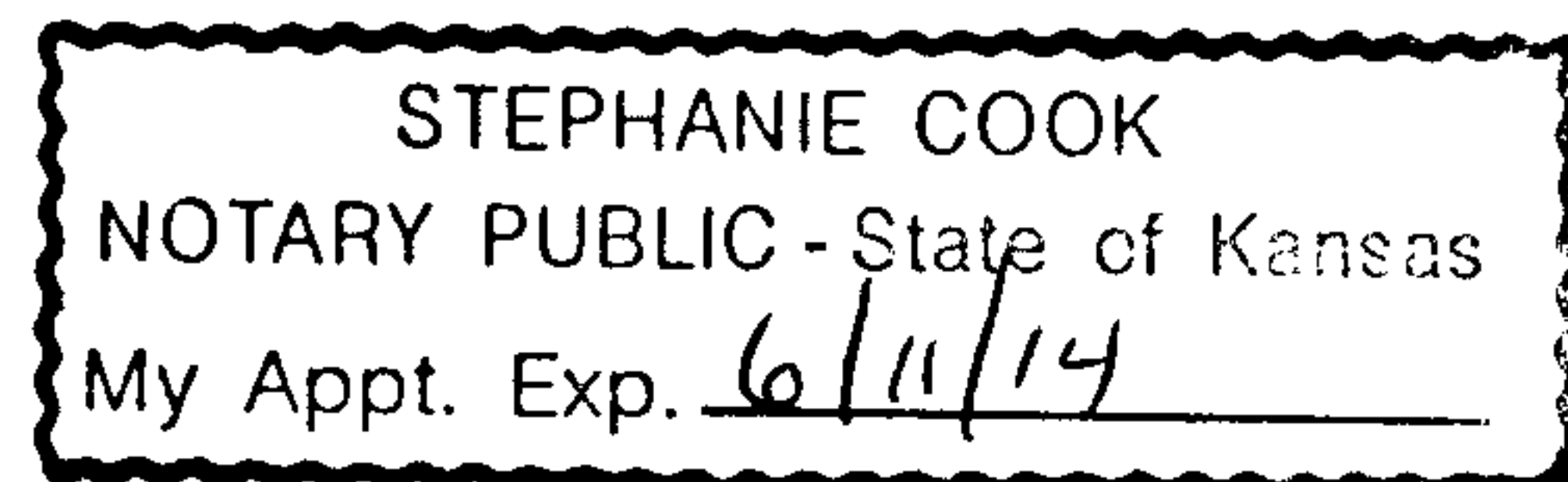
I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Veto Enna, whose name as Vice President of PNC BANK, NATIONAL ASSOCIATION, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Vice President and with full authority, executed the same voluntarily for and as the act of said banking association.

Given under my hand and official seal, this 22nd day of November, 2013.

[Signature: Stephanie Cook]
Notary Public


AFFIX SEAL

My commission expires: 6/11/14



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**EXHIBIT A TO
AMENDMENT TO LOAN DOCUMENTS
DATED AS OF NOVEMBER 22, 2013**


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- A. The “**Loan Documents**” that are the subject of this Amendment include the following (as any of the foregoing have previously been amended, modified or otherwise supplemented):
1. Business Loan Agreement dated December 13, 2007 executed by the Borrower and the Bank, as amended from time to time
 2. Promissory Note dated December 13, 2007 in the original principal amount of \$2,500,000.00 executed by the Borrower in favor of the Bank, as amended by that certain Letter Agreement dated July 10, 2009 and by those certain Change in Terms Agreements dated October 19, 2009, August 18, 2010 and October 21, 2011
 3. Mortgage dated June 12, 2007 executed by the Borrower in favor of the Bank and recorded as Instrument No. 20070613000277340 in the Probate Office of Shelby County, Alabama, as amended by that certain Amendment to Mortgage dated December 13, 2007 and recorded as Instrument No. 20080108000009380 in the Probate Office of Shelby County, Alabama (as amended, the “**Mortgage**”)
 4. Assignment of Deposit Account dated August 18, 2010 executed by the Borrower in favor of the Bank
 5. The following guaranty agreements:
 - a. Commercial Guaranty dated December 13, 2007 and October 9, 2009 executed by H. Michael Graham in favor of the Bank
 - b. Commercial Guaranty dated December 13, 2007 and October 9, 2009 executed by Steven V. Graham in favor of the Bank
 - c. Commercial Guaranty dated December 13, 2007 and October 9, 2009 executed by Jeremy D. Pope in favor of the Bank
 - d. Commercial Guaranty dated December 13, 2007 and October 9, 2009 executed by Bart K. Smith in favor of the Bank
 - e. Commercial Guaranty dated December 13, 2007 and October 9, 2009 executed by W. Spencer South in favor of the Bank
 - f. Commercial Guaranty dated December 13, 2007 and October 9, 2009 executed by Jeffrey P. Wilke in favor of the Bank
 - g. Commercial Guaranty dated December 13, 2007 and October 9, 2009 executed by Jack V. Brown, Jr. in favor of the Bank
 - h. Commercial Guaranty dated December 13, 2007 and October 9, 2009 executed by John Coleman in favor of the Bank
 - i. Commercial Guaranty dated December 13, 2007 and October 9, 2009 executed by Clarence G. Culp, III in favor of the Bank

j. Commercial Guaranty dated December 13, 2007 and October 9, 2009 executed by Ogden S. Deaton in favor of the Bank


6. All other documents, instruments, agreements, and certificates executed and delivered in connection with the Loan or the Loan Documents listed in this Section A.

B. The Mortgage is amended as follows:

1. The definition of the term “**Note**” in the Section entitled “**DEFINITIONS**” on page 5 of the Mortgage is hereby deleted in its entirety and replaced with the following:

Note. The word “Note” means the Promissory Note dated December 13, 2007 in the original principal amount of \$2,500,000.00 executed by Grantor in favor of Lender, as amended by that certain Letter Agreement dated July 10, 2009 and by those certain Change in Terms Agreements dated October 19, 2009, August 18, 2010 and October 21, 2011, together with all other renewals of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

C. Conditions to Effectiveness of Amendment: The Bank’s willingness to agree to the amendments set forth in this Amendment is subject to the prior satisfaction of the execution by all parties and delivery to the Bank of this Amendment.


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