

Prepared by and return to:

Aliant Bank, a division of USAmeriBank
1100 Corporate Parkway
Meadow Brook Corporate Park
Birmingham, AL 35242

MORTGAGE PRIVILEGE TAX IN THE AMOUNT OF \$599.55 WAS COLLECTED AND PAID ON THE MORTGAGE DATED NOVEMBER 20, 2012 AS RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA BY DOCUMENT # 20130227000082420. MORTGAGE PRIVILEGE TAX IN THE AMOUNT OF \$525.00 IS BEING PAID WITH THIS AGREEMENT IN CONNECTION WITH THE GUIDANCE LINE REFERENCED IN THIS AGREEMENT.

**AMENDMENT TO CROSS-DEFAULT AND CROSS-COLLATERALIZATION
AGREEMENT**

THIS AMENDMENT TO CROSS-DEFAULT AND CROSS-COLLATERALIZATION AGREEMENT (the "Agreement") is made and entered into on February 5, 2014, to amend Cross Default and Cross Collateralization Agreement dated December 10, 2013 and recorded January 15, 2014 as Instrument Number 20140115000013690 with the Shelby County Judge of Probate in Alabama (the "Original Agreement"), by and between **Rose Office Systems, Inc.**, an Alabama corporation, (the "Borrower"), Rose Office Systems, Inc., an Alabama corporation, (the "Grantor") and Garry Cain and Barbara Cain (collectively the "Guarantor") and **Aliant Bank**, a division of USAmeriBank, a Florida banking corporation, (the "Lender").

RECITALS

A. Borrower is indebted to Lender for a Guidance Line of Credit in a total committed amount of \$350,000.00 as evidenced by a Credit Authorization Request Summary dated October 3, 2013, thereafter modified as evidenced by Authorization Request for Modifications to Approved CARS dated January 27, 2014 (collectively the "Guidance Line"), and shall be represented by various Sub-Loans as advanced there under (the "Sub-Notes").

B. Repayment of the indebtedness evidenced by the various Sub-Notes will be secured by a first lien on specific equipment described in a certain Commercial Security Agreement, together with all documents and instruments delivered with respect thereto are hereinafter collectively referred to as the "Sub-Loan Documents", described on Exhibit "A" attached hereto and made a part hereof.

C. This Amendment adds the Guidance Line to the Original Agreement as defined above.

D. This Amendment adds various Sub-Notes and Sub-Loan Documents, as advanced, to the Original Agreement as defined above.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower, Grantor and Lender agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference for all purposes as if fully set forth herein.

2. Cross-Default. Guidance Line and Sub-Notes as advanced there under, along with the Notes referenced in Cross Default and Cross Collateralization Agreement dated December 10, 2013 (sometimes together referred to as "All Notes") shall be deemed to be in default in the event of any default made by Borrower or Grantor in connection with any one of All Notes or any one of the Loan Documents. Sub-Loan Documents and each and every one of the Loan Documents referenced in Cross Default and Cross Collateralization Agreement dated December 10, 2013 (sometimes referred to as "All Loan Documents") shall be deemed to be in default in the event of any default made by Borrower or Grantor in connection with either one of All Notes or any one of All Loan Documents. All references in all documents hereinabove mentioned to "obligations", "loans", "indebtedness" or "amounts secured" shall be deemed to include, but not be limited to, the entire indebtedness described in All Notes, as may be hereinafter modified, amended, increased or renewed together with all other indebtedness of every kind owing by Borrower or Grantor to Lender, whether now existing or hereafter incurred, direct or indirect, and whether the indebtedness is from time to time reduced and thereafter increased or entirely extinguished and thereafter reincurred, and including any sums advanced and any expenses incurred by Lender pursuant to All Loan Documents or any other note or evidence of indebtedness.

3. Cross-Collateralization. All collateral named in each and every one of All Loan Documents shall be collateral for All Notes and the proceeds received by Lender from such collateral whether by liquidation or otherwise shall be applied to such Notes and in such order as Lender may determine in Lender's sole discretion. Lender shall not be required to satisfy any Mortgage or Loan Document until all of the cross-collateralized obligations shall have been paid in full.

4. Ratification. Except as modified and amended hereby, the terms and conditions of All Notes and All Loan Documents and all other documents executed with respect thereto are hereby ratified and affirmed and shall remain in full force and effect.

5. Novation. It is the intent of the parties that this instrument shall not constitute a novation and shall in no way adversely affect the lien priority of All Loan Documents. In the event that this Agreement, or any part hereof, shall be construed by a court of competent jurisdiction as operating to affect the lien priority of All Loan Documents over claims which would otherwise be subordinate thereto then to the extent that this Agreement is so construed to create an additional charge or burden upon the collateral encumbered, and to the extent that third persons acquiring an interest in such property between the time of execution of All Loan Documents and the

execution hereof, are prejudiced thereby, this Agreement or such portion hereof, as shall be so construed, shall be void and of no force and effect and this Agreement shall constitute, as to that portion, a subordinate lien on the collateral, incorporating by reference the terms of All Loan Documents and at such time All Loan Documents shall be enforced pursuant to the terms therein contained independent of this Agreement; provided, however, that notwithstanding the foregoing, the parties hereto, as between themselves, shall be bound by all terms and conditions hereof until all indebtedness owing from Borrower to the Lender shall have been paid in full.

6. Warranties and Representations.

a. Borrower and Grantor hereby affirm, warrant and represent that all of the warranties and representations made by Borrower and Grantor in All Notes and All Loan Documents described herein are true and correct as of the date hereof, that Borrower and Grantor are not in default of any of All Loan Documents or All Notes nor aware of any default with respect thereto.

b. There is no claim, cause of action or set-off against Lender arising from any of All Loan Documents referred to in this Agreement, and Borrower and Grantor hereby waive and release Lender from any and all claims which may have arisen pursuant to All Loan Documents.

7. Miscellaneous.

a. Paragraph headings used herein are for convenience only and shall not be construed as controlling the scope of any provisions hereof.

b. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

c. Time is of the essence of this Agreement.

d. As used herein, the neuter gender shall include the masculine and/or feminine genders and vice versa, and the singular shall include the plural and vice versa, as the context demands.

e. In the event that Lender resorts to litigation to enforce this Agreement, all costs of such litigation, to include reasonable attorney's fees through all trials, appeals and proceedings, to include, without limitation, any proceedings pursuant to the bankruptcy laws of the United States, shall be paid by Borrower and/or Grantor.

f. This Agreement shall inure to the benefit of and be binding upon the parties hereto as well as their successors and assigns, heirs and personal representatives.


g. This Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing at such counterpart.

BORROWER, GRANTOR AND GUARANTOR ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT AND BORROWER, GRANTOR AND GUARANTOR AGREE TO ITS TERMS.

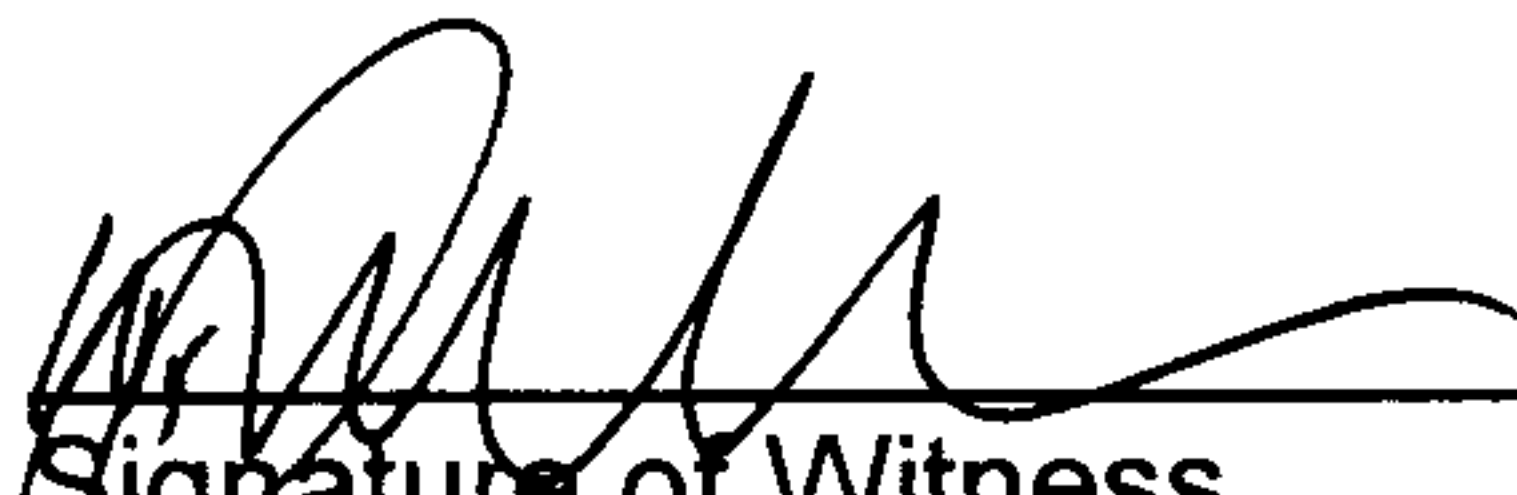
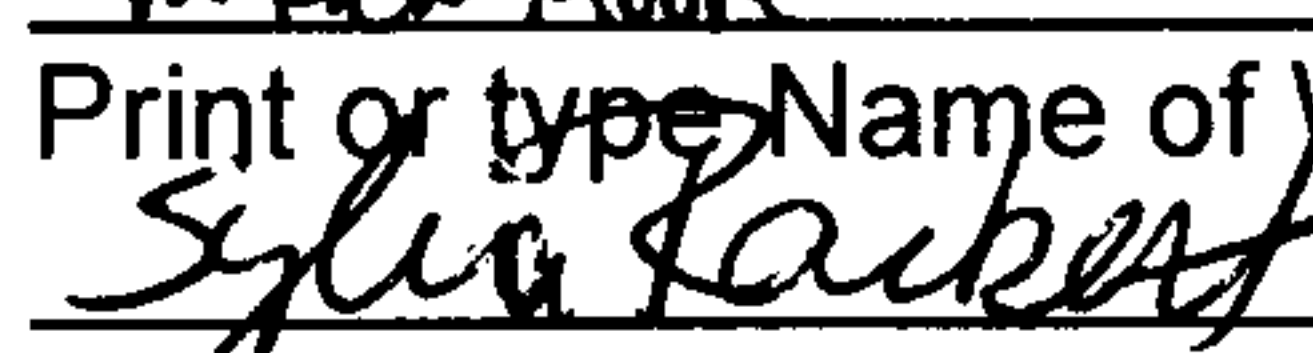
THIS AGREEMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS AGREEMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

BORROWER

Rose Office Systems, Inc.

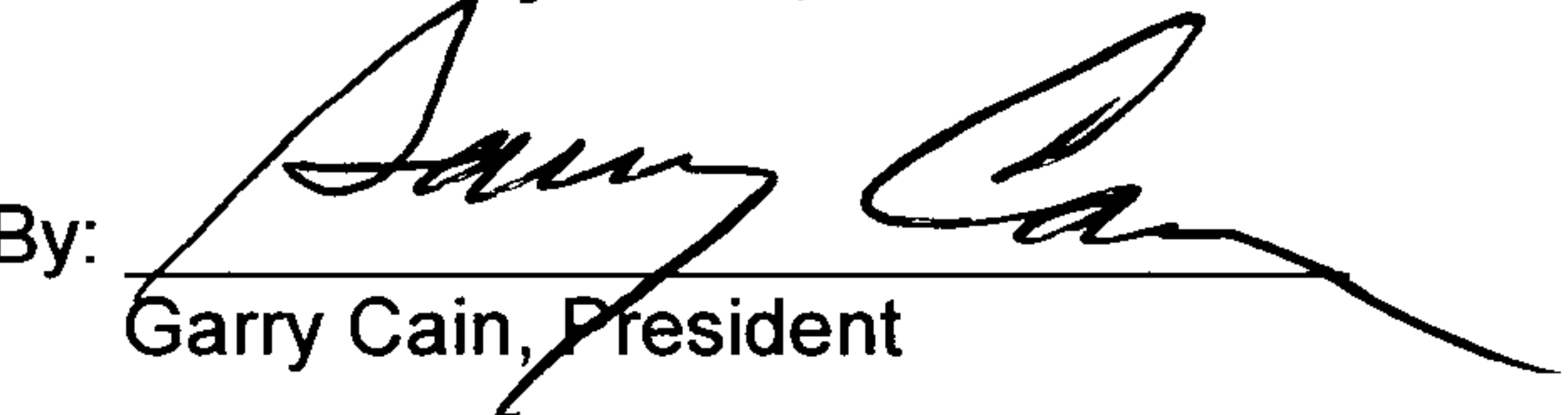
By: 
Garry Cain, President

WITNESSES:


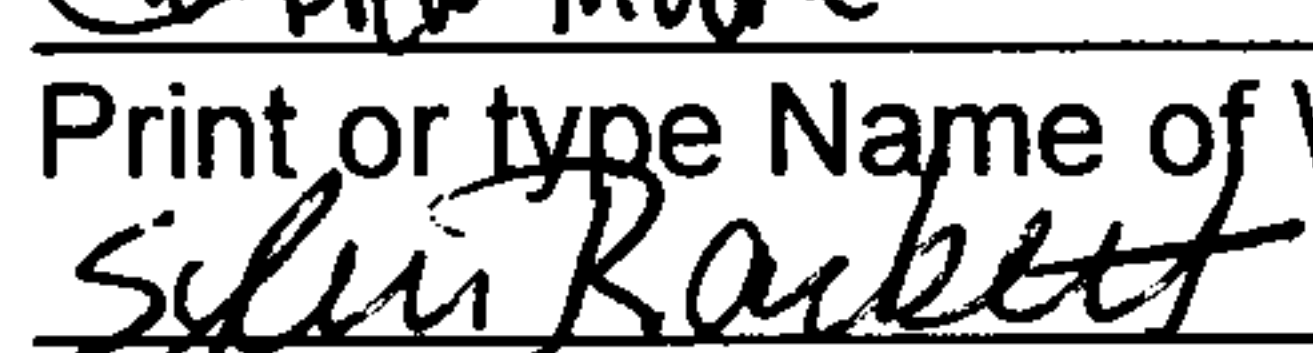

Signature of Witness
W. Dew Moore
Print or type Name of Witness

Signature of Witness
Sylvia Rackett
Print or type Name of Witness

GRANTOR

Rose Office Systems, Inc.

By: 
Garry Cain, President

WITNESSES:


Signature of Witness
W. Dew Moore
Print or type Name of Witness

Signature of Witness
Sylvia Rackett
Print or type Name of Witness

JOINDER BY GUARANTOR:

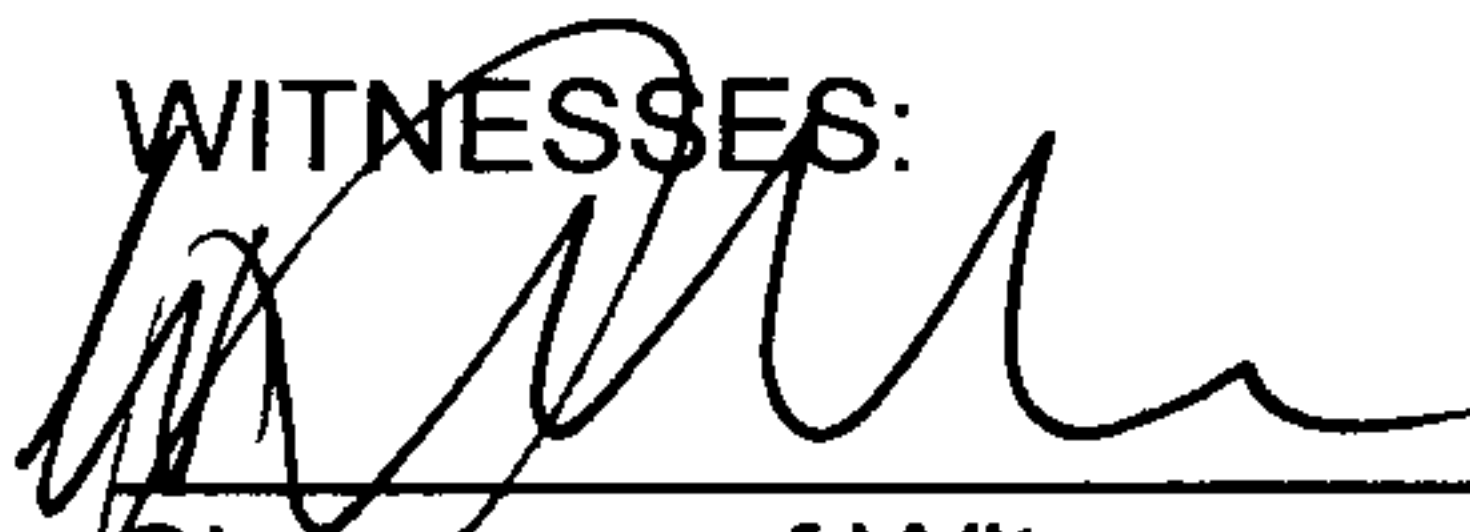


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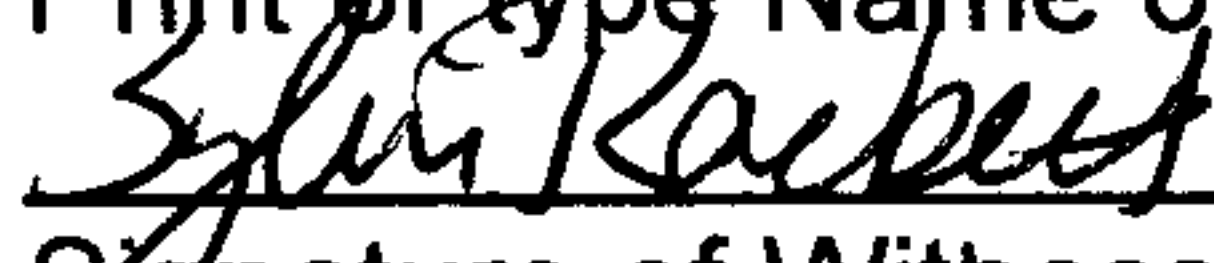
Guarantor joins in this Agreement for the purpose of consenting to the terms and conditions of said Agreement and to acknowledge and agree that Guarantor is liable for the repayment of All Notes as set forth herein and under the terms of All Loan Documents and pursuant to the terms and conditions of the Guaranty Agreements dated November 20, 2012, December 10, 2013 and February 5, 2014 from said Guarantor to Lender in connection with All Notes.

GUARANTOR:

WITNESSES:

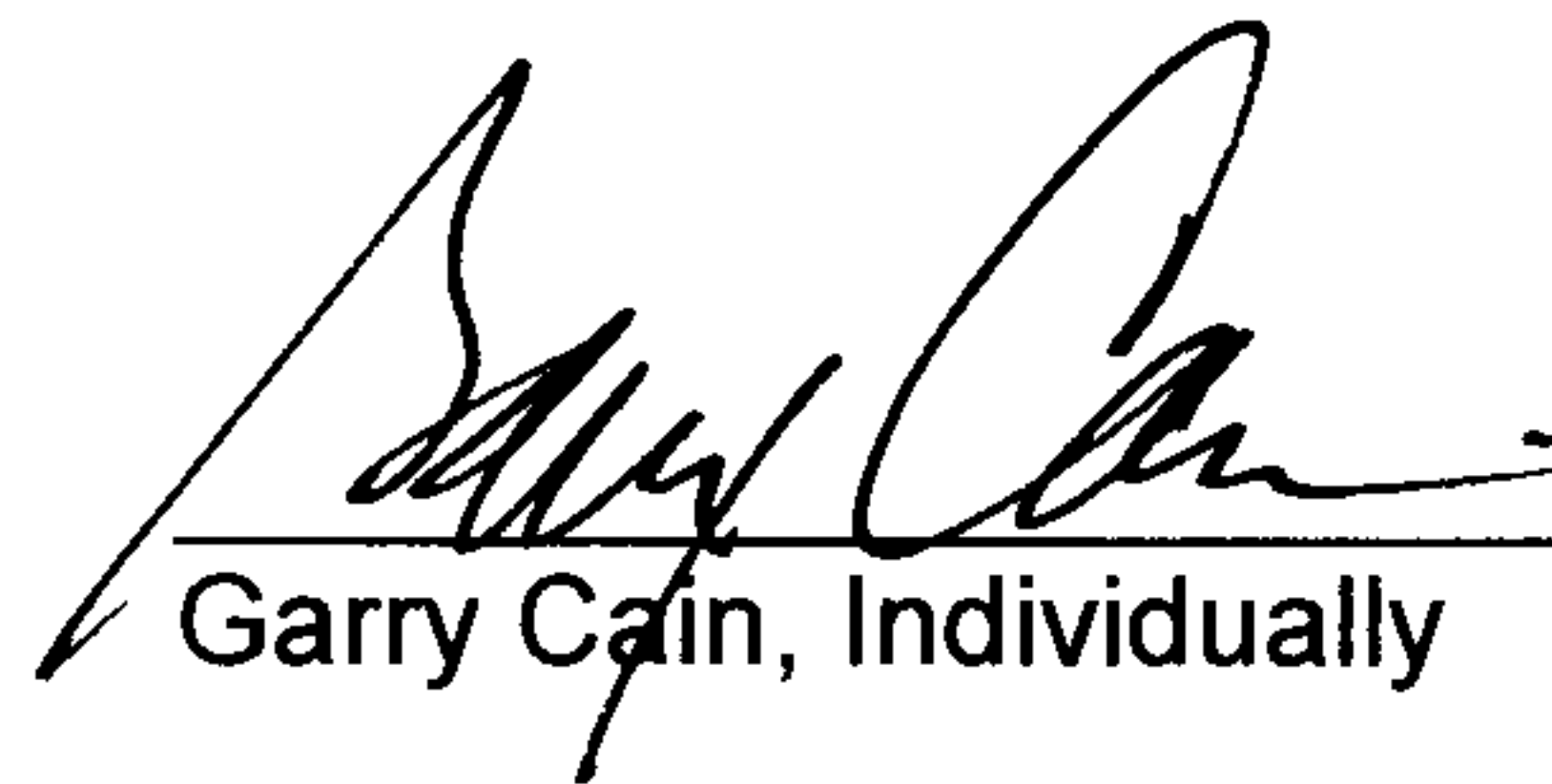


Signature of Witness
W. Drew Moore

Print or type Name of Witness


Signature of Witness
Sylvia Rackett

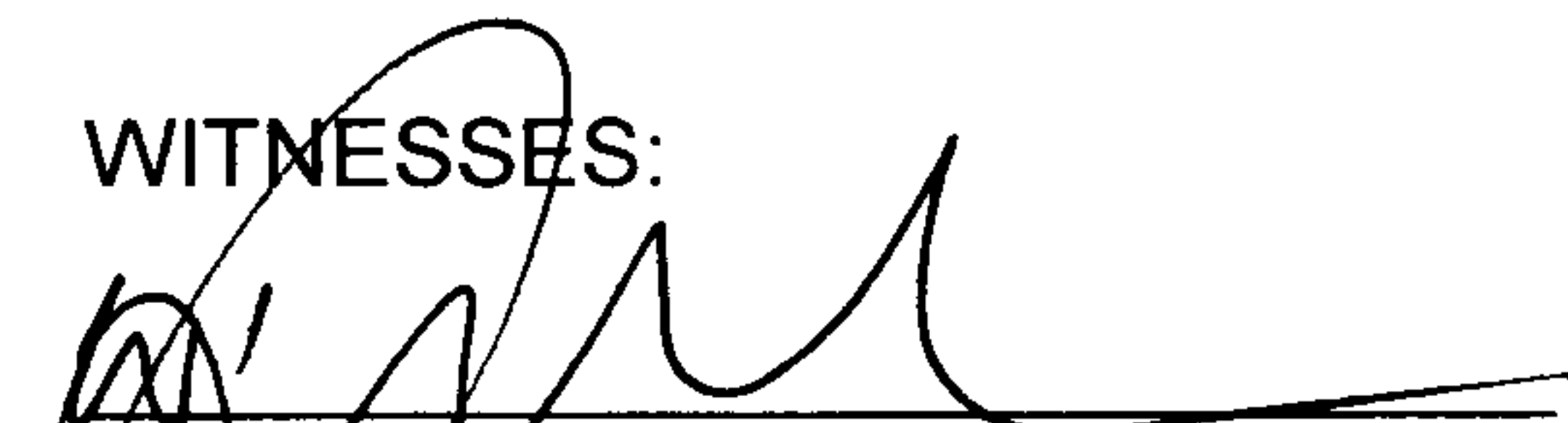
Print or type Name of Witness



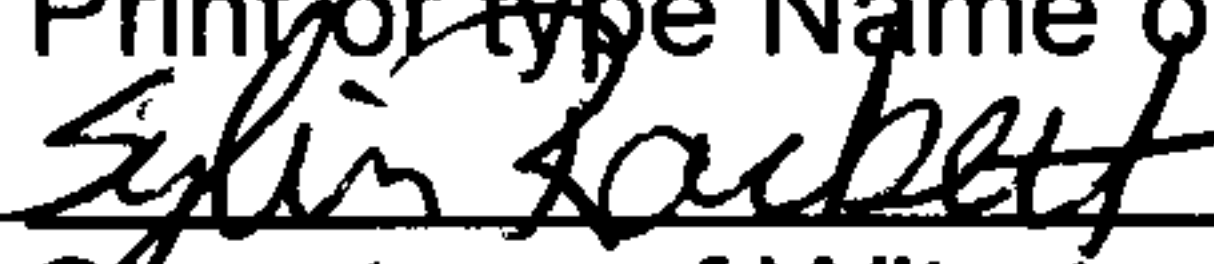
Garry Cain, Individually

GUARANTOR:

WITNESSES:



Signature of Witness
W. Drew Moore

Print or type Name of Witness


Signature of Witness
Sylvia Rackett

Print or type Name of Witness



Barbara Cain, Individually



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CORPORATE ACKNOWLEDGEMENT

STATE OF ALABAMA

COUNTY OF Shelby

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Garry Cain as President of Rose Office Systems, Inc., is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said Agreement, he or she, as President and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 24th day of April, 2014.

Lisa R Irvine
Notary Public

Lisa R Irvine
(Print, Type or Stamp Name)

My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb 9, 2015
BONDED THRU NOTARY PUBLIC UNDERWRITERS

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA

COUNTY OF Shelby

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Garry Cain, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said Agreement, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 24th day of April, 2014.

Lisa R Irvine
Notary Public

Lisa R Irvine
(Print, Type or Stamp Name)

My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb 9, 2015
BONDED THRU NOTARY PUBLIC UNDERWRITERS

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA
COUNTY OF Shelby

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Barbara Cain, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said Agreement, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 24th day of April, 2014.

Lisa R. Irvine
Notary Public

Lisa R. Irvine NOTARY PUBLIC STATE OF ALABAMA AT LARGE
(Print, Type or Stamp Name) MY COMMISSION EXPIRES: Feb 9, 2015
RECORDED THRU NOTARY PUBLIC UNDERWRITERS

My Commission Expires:



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