

FIFTH LOAN MODIFICATION AGREEMENT

STATE OF ALABAMA)
COUNTY OF SHELBY)

This Loan Modification Agreement ("Agreement") made this 10th day of February, 2015 between **DESIGN RESOURCE CENTER, LLC**, an Alabama limited liability company ("Borrower") and **SOUTHPOINT BANK** ("Lender"), amends and supplements (1) the Future Advance Mortgage and Assignment of Rents of Leases and Security Agreement (hereinafter "Mortgage") in the amount of Seven Hundred Fifty Thousand and NO/100 (\$750,000.00) Dollars dated July 27, 2006 and recorded in Instrument #20060804000377980, and Assignment of Leases, Rents and Profits (Hereinafter "Assignment of Leases and Rents") dated July 27, 2006 and recorded in Instrument #20060804000377990, in the Office of the Judge of Probate of Shelby County, Alabama collectively hereinafter referred to as the "Security Instrument"), and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument (hereinafter referred to as the "Original Promissory Note"), (3) Loan Agreement, (4) Loan Modification Agreement dated February 22, 2007 and recorded in Instrument #20070301000093590 increasing the Note and Mortgage to One Million and No/100 Dollars, in the Office of the Judge of Probate of Shelby County, Alabama, (5) Second Loan Modification Agreement dated July 13, 2007 and recorded in Instrument #2007073000035770, (6) Third Loan Modification Agreement dated August 5, 2008 and recorded in Instrument #20080811000322510, and (7) Fourth Loan Modification Agreement recorded in Instrument #20090903000340070 in the Office of the Judge of Probate of Shelby County, Alabama, to-wit:

Lot 3-A, according to the Survey of Resource Center, as recorded in Map Book 24, Page 118, in the Probate Office of Shelby County, Alabama.

Said lot is more particularly described by metes and bounds as follows: Commence at the Northwest corner of the Southwest quarter of the Northwest quarter of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, and run Southerly along the West line of said Quarter-Quarter Section a distance of 428.03 feet to the point of beginning of the parcel of land herein described; thence continue along the last described course 244.92 feet; thence turn 91 degrees, 42 minutes, 25 seconds left and run Northeasterly 441.29 feet; thence turn 89 degrees, 58 minutes, 50 seconds left and run Northerly 333.87 feet; thence turn 117 degrees, 36 minutes, 16 seconds left to the tangent to a curve to the right at said point, said curve having a radius of 55.00 feet; thence run along said curve 74.18 feet to a point; thence turn 90 degrees, 00 minutes, 00 seconds left from the tangent to said curve at said point and run Southwesterly 145.63 feet; thence turn 38 degrees, 36 minutes, 15 seconds right and run 270.35 feet to the point of beginning.

Situated in Shelby County, Alabama.

Whereas, Borrower executed and delivered to Lender that certain Future Advance Mortgage, Assignment of Rents of Leases and Security Agreement (the "Mortgage"), dated July 27, 2006 and recorded in Instrument #20060804000377980 and Assignment of Rents, Leases and Profits dated July 27, 2006 and recorded in Instrument #20060804000377990, Loan Modification Agreement dated February 22, 2007 recorded in Instrument #20070301000093590, Second Loan Modification Agreement dated July 13, 2007, recorded in Instrument #20070730000353770, Third Loan Modification Agreement dated August 5, 2008, recorded in Instrument #20080811000322510, and Fourth Loan Modification Agreement dated August 24, 2009, recorded in Instrument #20090903000340070, all being filed for record in the Office of the Judge of Probate of Shelby County, Alabama.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual promises and agreements contained herein, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of **January 30, 2015**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$1,440,529.62 consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date. Lender has agreed to make future advances up to and not to exceed the sum of \$1,700,00.00; said amount is to be consolidated with the Unpaid Principal Balance and future advances remaining to be disbursed under the original promissory note amount of \$750,000.00 and Loan Modification Agreement and Note dated February 22, 2007 in the amount of \$250,000.00 which increased the line of credit under the Promissory Note to \$1,000,000.00; Second Loan Modification Agreement and Note dated July 13, 2007 which increased the line of credit under the Promissory Note to \$2,000,000.00; and Third Loan Modification Agreement and Note dated August 24, 2008 which decreased the line of credit under the Promissory Note to \$1,500,000.00 and Fourth Loan Modification Agreement and Note dated August 24, 2009 to increase the line of credit under the Promissory Note to \$1,700,000.00. The future advances and the Unpaid Principal Balance on the original promissory note and Loan Modification Agreement and Note dated February 22, 2007, Second Loan Modification Agreement and Note dated July 13, 2007, the Third Loan Modification Agreement and Note dated August 24, 2008 and Fourth Loan Modification Agreement and Note dated August 24, 2009 are to be consolidated into a Consolidated Promissory Note in the amount of \$1,440,529.62 executed by Borrower contemporaneously with the execution of this Fifth Loan Modification Agreement, which indebtedness is owed by the Borrower to the Lender free from any defense, counterclaim or right of set-off.

2. Borrower represents that the status of the title has not changed since the date of execution of the Security Instrument.

3. The Mortgage is hereby modified to provide that the maximum amount of future advances which shall be secured by the Mortgage shall not exceed a maximum principal amount of One Million Four Hundred Forty Thousand Five Hundred Twenty Nine and 62/100 (\$1,440,529.62) Dollars, plus interest, and any disbursements made for the payment of taxes, levies or insurance on the mortgaged property. Lender shall have the right but not the obligation to make future advances to the Borrower under the Mortgage up to a cumulative or aggregate principal balance not at any one time exceeding One Million Four Hundred Forty Thousand Five Hundred Twenty Nine and 62/100 Dollars (\$1,440,529.62) plus interest thereon, plus any disbursements made for the payment of taxes, levies or insurance on the mortgaged property, together with interest on any such disbursements, with all of such future advances being secured by the first lien of the Mortgage, with a maturity date of December 30, 2019.


4. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by the Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Security Instrument without further notice or demand to the Borrower.

5. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under Security Instrument.

It is further understood and agreed that:

(a) Borrower ratifies and confirms the obligations under the Mortgage as hereby modified;


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Shelby Cnty Judge of Probate, AL
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(b) Borrower remises, releases, and discharges the Lender, its affiliates, officers, directors, employees, agents and successors and assigns, individually, jointly and severally, of and from all action and actions, claims, demands whatsoever, in law or in equity:

(1) that the Borrower ever had or now has, whether known or unknown through the date of this Agreement; and

(2) which may accrue, directly or indirectly, arising out of or in connection with the Mortgage or any document executed in connection with the Mortgage, or any actions, inactions, or conduct of the Borrower or Lender or any of their respective affiliates, agents, officers, directors, employees, and successors and assigns, occurring, in whole or in part, through the date of this Agreement.

6. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Original Promissory Note and Security Instrument or Modifications thereto. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument and Loan Modifications thereto, will remain unchanged, and the Borrower and Lender will be bound, by and comply with, all of the terms and provisions thereof, as amended by this Agreement.

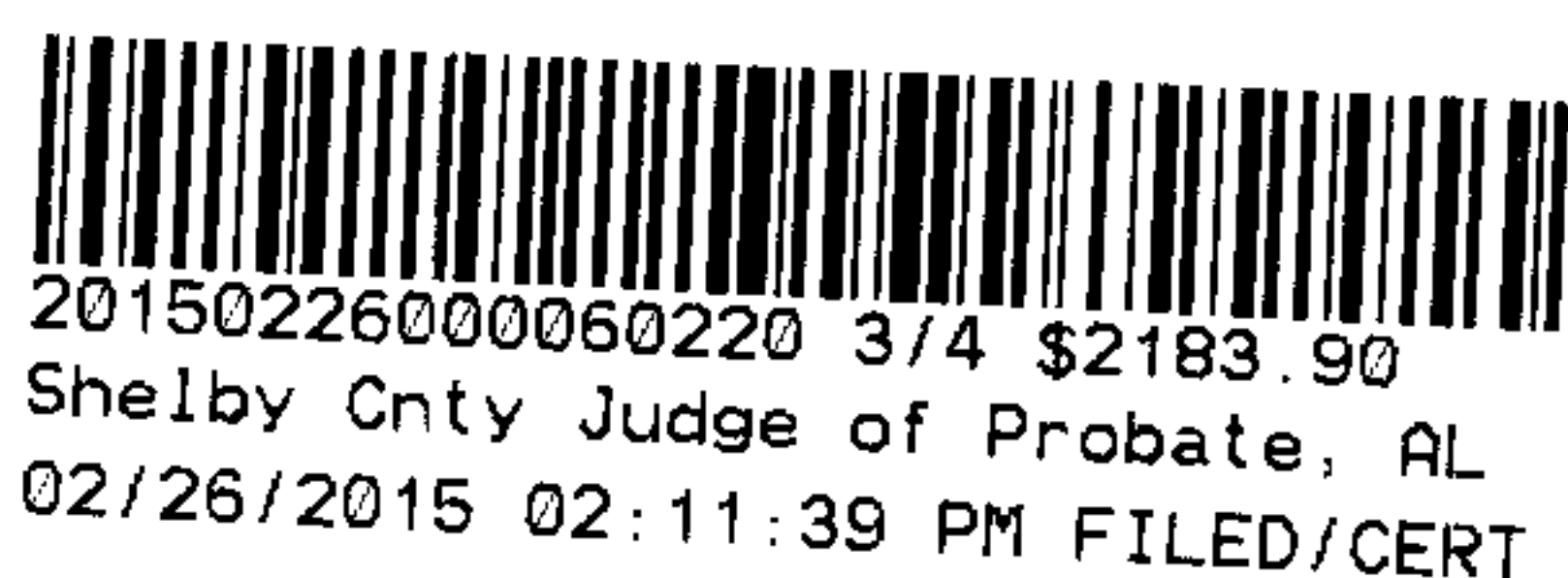
IN WITNESS WHEREOF, the undersigned borrower has caused this loan modification agreement to be executed on this the 10th day of February, 2015.

BORROWER (Mortgagor, Debtor):


WITNESS:

DESIGN RESOURCE CENTER, LLC
By its Manager

By: 
ISSAC DAVID,
Its Manager



By its Member
INTERNATIONAL INVESTMENTS, LLC

By: 
ISSAC DAVID,
Its Manager and Member

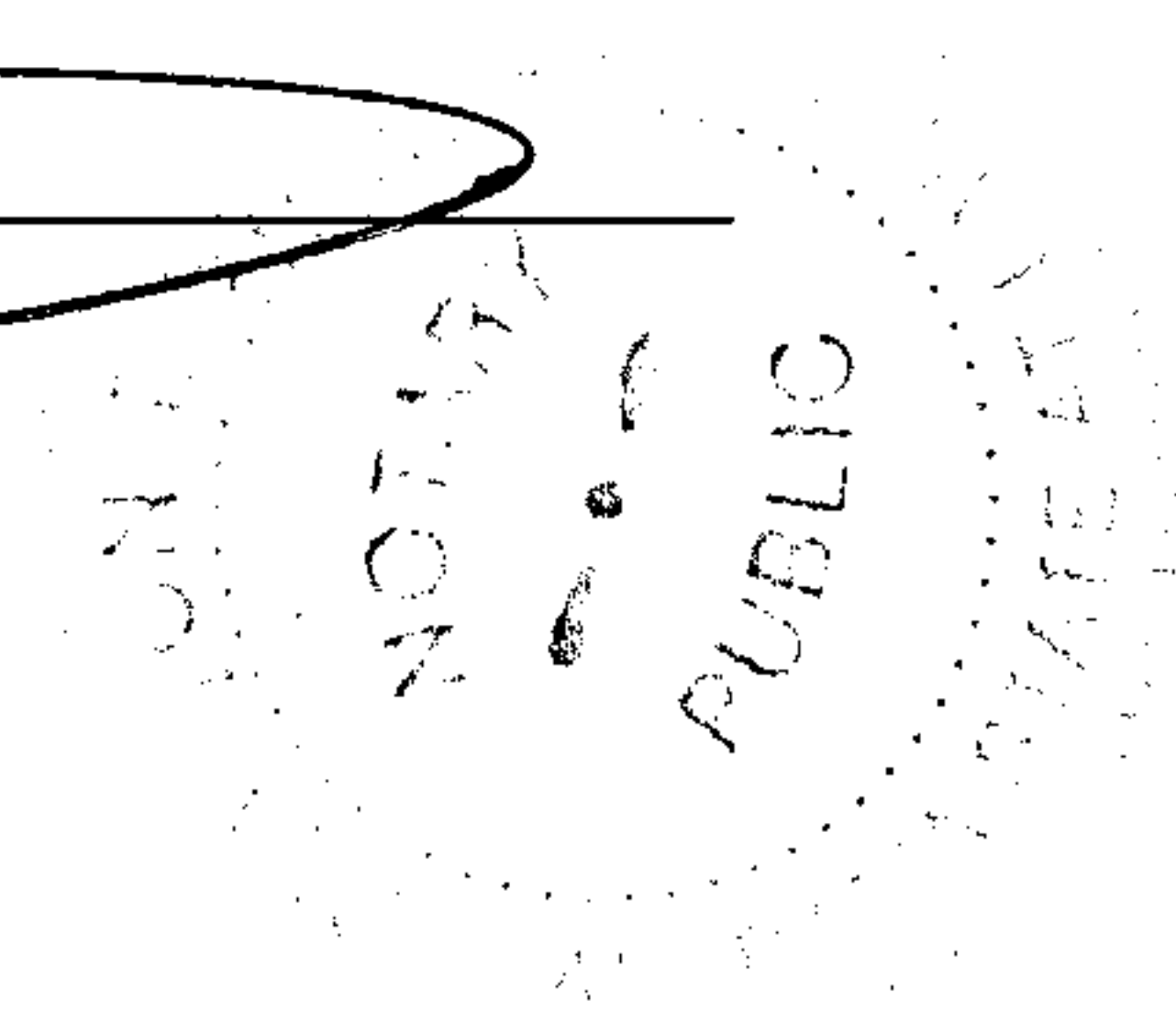
STATE OF ALABAMA)
 :
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that ISSAC DAVID, whose name as Manager of DESIGN RESOURCE CENTER, LLC., 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 the instrument, he, in his capacity 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 10th day of February, 2015.


NOTARY PUBLIC

My commission expires: 6-5-2015
STATE OF ALABAMA)
 :
COUNTY OF JEFFERSON)



I, the undersigned, a Notary Public in and for said County in said State, hereby certify that ISSAC DAVID, whose name as Member and Manager of INTERNATIONAL INVESTMENTS, LLC, an Alabama limited liability company, in its capacity as Member of DESIGN RESOURCE CENTER, LLC, 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 the instrument, he, in his capacity as such member and manager and with full authority, executed the same voluntarily for and as the act of said limited liability company acting in its capacity as member of said limited liability company.

Given under my hand and official seal this 10th day of February, 2015.

NOTARY PUBLIC

My commission expires:

6-5-2015

Lender joins in the execution of this Loan Modification Agreement to grants its consent to the terms contained herein.

WITNESS:

SOUTHPOINT BANK

By:

Jay Rainer,
Its: Vice President

STATE OF ALABAMA)
:
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jay Rainer, whose name as Vice President of Southpoint Bank, 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 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 official seal this 11th day of February, 2015.

NOTARY PUBLIC

My commission expires:

6-5-2015

This Instrument prepared by:
Clayton T. Sweeney
Attorney At Law
2700 Highway 280 East Suite 160
Birmingham, AL 35223

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