

**SECOND AMENDMENT TO SUBORDINATION  
AND INTERCREDITOR AGREEMENT**

**20160202000034350  
02/02/2016 02:59:27 PM  
SUBAGREM 1/5**

**THIS SECOND AMENDMENT TO SUBORDINATION AND INTERCREDITOR AGREEMENT** (this "Amendment") is made as of the 21<sup>st</sup> day of January, 2016, by and between **COMPASS BANK**, an Alabama state banking corporation, **COMPASS MORTGAGE CORPORATION**, an Alabama corporation, the address of each of which is 15 South 20th Street, Suite 201, Birmingham, Alabama 35233 (hereinafter referred to as the "Subordinate Creditor") and **BRYANT BANK**, an Alabama state banking corporation, the address of which is 2700 Cahaba Village Plaza, Birmingham, Alabama 35243 (hereinafter referred to as the "Senior Creditor").

WHEREAS, the Senior Creditor and the Subordinate Creditor entered into that certain Subordination and Intercreditor Agreement dated December 29, 2011 and recorded as instrument number 20111229000396040 in the Office of the Judge of Probate of Shelby County, Alabama, as amended by that certain Amendment to Subordination and Intercreditor Agreement dated July 7, 2015 and recorded as instrument number 20150710000234310 in the Office of the Judge of Probate of Shelby County, Alabama (the "Agreement"); and

WHEREAS, the Agreement provides that the Subordinate Mortgage shall be subject and subordinate in priority to the Senior Mortgage and the Senior Loan Documents, and all advances made thereunder (up to, but not to exceed, \$4,400,000.00); and

WHEREAS, the Borrower has requested the Senior Creditor to extend additional credit to the Borrower in the aggregate amount of \$494,980.00, provided, however, that the aggregate obligations of the Borrower to the Senior Creditor outstanding at any time shall not exceed \$2,774,312.45; and

WHEREAS, such additional credit shall consist of a construction loan in the principal amount of \$494,980.00, as more fully described in that Third Amendment to Term Loan and Security Agreement between the Borrower and the Senior Creditor of even date herewith; and

WHEREAS, the Senior Creditor is willing to make such extension of credit only with the consent and agreement of the Subordinate Creditor as reflected herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the Subordinate Creditor and the Senior Creditor hereby agree as follows:

1) The recitals hereinabove set forth are hereby incorporated by this reference herein. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

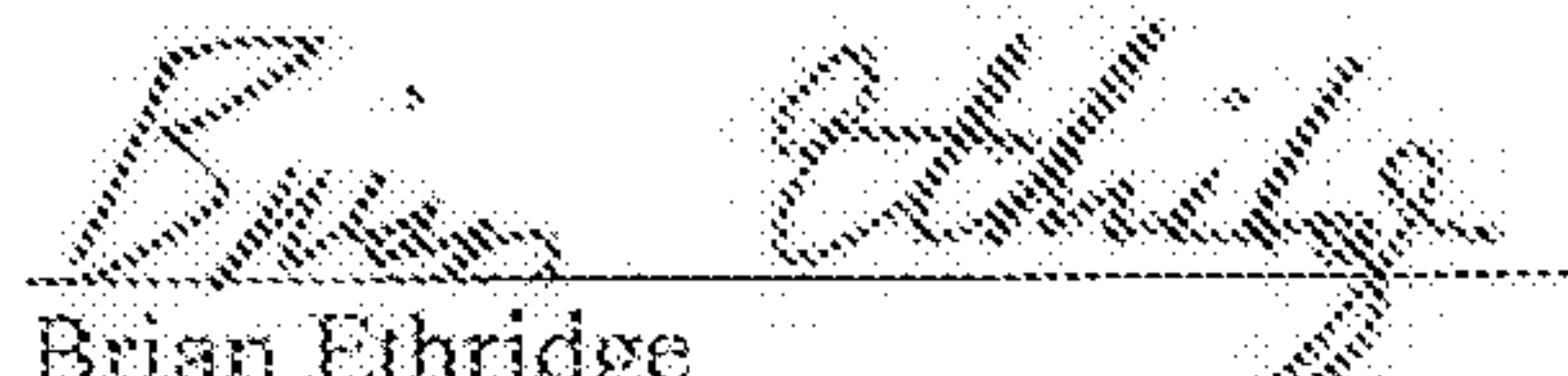
2) The Subordinate Creditor hereby consents to the extension of additional credit by the Senior Creditor to the Borrower in the amount of \$494,980.00, and acknowledges and agrees that the Subordinate Mortgage shall remain subject and subordinate in priority to the Senior Mortgage and the Senior Loan Documents, as amended to reflect such additional extension of credit, provided, however, that the aggregate obligations of the Borrower to the Senior Creditor outstanding at any time shall not exceed \$2,774,312.45.

3) The Senior Creditor represents that the aggregate amount of obligations of the Borrower outstanding at any time to the Senior Creditor secured by the Senior Mortgage and the Senior Loan Documents following such additional extension of credit shall not exceed \$2,774,312.45.

4) Except as amended hereby, the Subordination and Intercreditor Agreement shall remain in full force and effect, and its provisions are ratified and affirmed.

SENIOR CREDITOR:

BRYANT BANK,  
an Alabama state banking corporation

By:   
Brian Ethridge  
Its Senior 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 Brian Ethridge, whose name as Senior Vice President of Bryant Bank, an Alabama state banking corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, 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 the 27 day of January, 2016.

  
Notary Public

My Commission Expires: 04-04-2017

Compass Mortgage Corporation,  
an Alabama corporation

By: \_\_\_\_\_

Its \_\_\_\_\_

STATE OF ALABAMA )

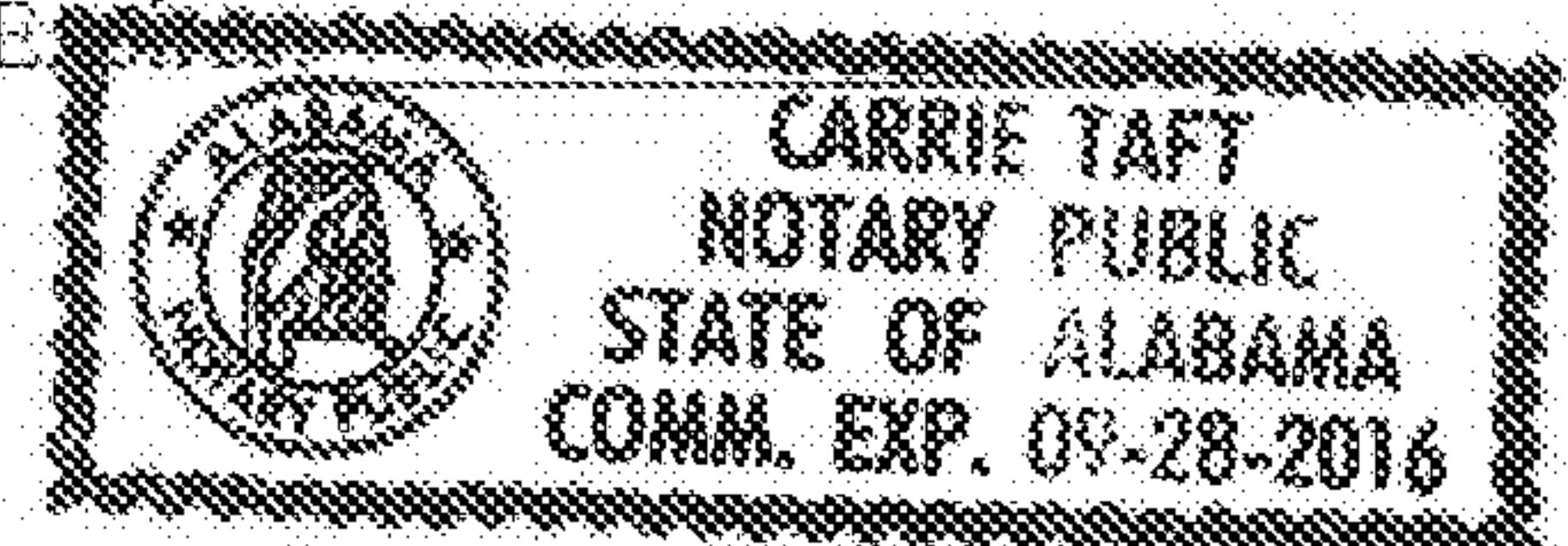
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Robert A. Nelson, whose name as Senior Vice President of Compass Mortgage Corporation, an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, (s)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 the 27 day of January, 2016.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_



IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

**SUBORDINATE CREDITOR:**

Compass Bank,  
an Alabama state banking corporation

By: \_\_\_\_\_

Its \_\_\_\_\_

STATE OF ALABAMA )

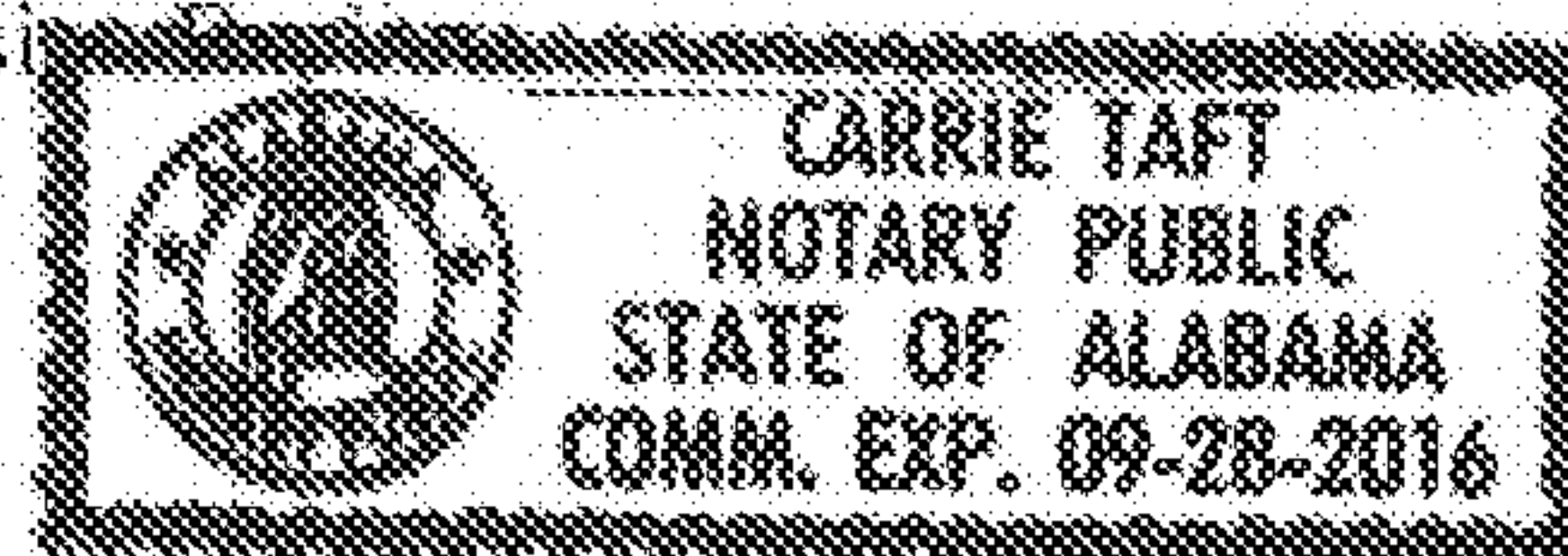
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Albert M. Watson, whose name as Senior Vice Pres of Compass Bank, an Alabama state banking corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, (s)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 the 27 day of January, 2016.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
02/02/2016 02:59:27 PM  
\$26.00 CHERRY  
20160202000034350

\_\_\_\_\_  
James W. Fuhrmeister