

NOTE TO RECORDING OFFICE: The total mortgage amount is \$1,452,000.00 for Shelby, Chilton and Bibb Counties, in the state of Alabama. The allocation of funds for each county is 72.55%, \$1,053,388.30 for Shelby County, 25.60%, \$371,678.48 for Chilton County, and 1.85%, \$26,933.22, for Bibb County. Tax should be collected by Shelby County, Alabama for the full amount of \$1,452,000.00 at \$1.50 per thousand, (\$2,178.00) and distributed to the remaining counties accordingly.

RENEWAL, EXTENSION AND MODIFICATION AGREEMENT

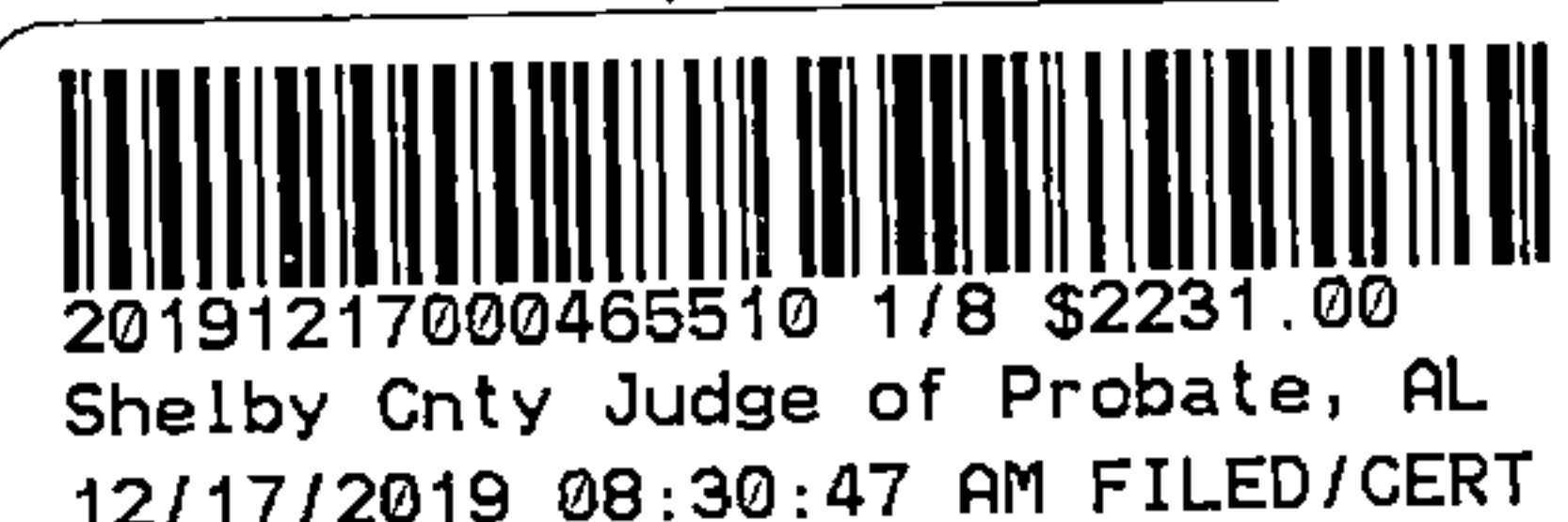
(Borrower and Guarantors)

This Renewal, Extension and Modification Agreement (the "Agreement") is entered into by **ANDERSON FAMILY TRUST** an undivided 13.77% interest; **CRF COMMERCIAL BRIDGE FUND II, LLC** an undivided 17.35% interest; **AMAL ABDOU** an undivided 6.89% interest; **KRISTY L. EDWARDS** an undivided 11.02% interest; **SUNWEST TRUST FBO PETER BRENN IRA** an undivided 6.89% interest; **SUNWEST TRUST FBO TIMM DELEHANTY IRA** an undivided 13.77% interest; **THE YARMAN FAMILY TRUST** an undivided 6.89% interest; **MARC ANDREW BABCOCK** an undivided 2.75% interest; **PAUL MYCHALOWYCH** an undivided 5.65% interest; **SUNWEST TRUST FBO PAUL MYCHALOWYCH IRA** an undivided 8.13% interest; and, **WAFIK ABDOU MD INC. PSP** an undivided 6.89% interest ("Lender") and **S & W REAL ESTATE, L.L.C.**, an Alabama limited liability company ("Borrower") and **MARSHALL SCOTT RENEAU, DONNA WILLIAMS RENEAU** and **RENEAU, INC.**, an Alabama corporation (the "Guarantor(s)").

Lender is the sole owner and holder of the Promissory Note (the "Note") dated **November 7, 2017** in the original principal amount of **\$1,452,000.00** executed by **S & W REAL ESTATE, L.L.C.**, an Alabama limited liability company, payable to the order of Lender.

The Note is secured by the following instruments (the "Loan Documents"):

1. Mortgage ("Mortgage") of even date with the Note executed by **S & W REAL ESTATE, L.L.C.**, an Alabama limited liability company for the benefit of Lender, securing payment of the Note against the property described as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN (the "Property"); and recorded in **Inst. #20171109000407080** in the Probate Office of Shelby County, Alabama;
2. Absolute Assignment of Rents ("Assignment of Rents") of even date with the Note executed by **S & W REAL ESTATE, L.L.C.**, an Alabama limited liability company to Lender, securing payment of the Note and recorded in **Inst. #20171109000407090** in the Probate Office of Shelby County, Alabama;
3. Mortgage ("Mortgage") of even date with the Note executed by **S & W REAL ESTATE, L.L.C.**, an Alabama limited liability company for the benefit of Lender, securing payment of the Note against the property described as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN (the "Property"); and recorded in **Book 2017, Page 211296** in the Probate Office of Chilton County, Alabama;
4. Absolute Assignment of Rents ("Assignment of Rents") of even date with the Note executed by **S & W REAL ESTATE, L.L.C.**, an Alabama limited liability company to Lender, securing payment of the Note and recorded in **Book 2017, Page 211297** in the Probate Office of Chilton County, Alabama;
5. Mortgage ("Mortgage") of even date with the Note executed by **S & W REAL ESTATE, L.L.C.**, an Alabama limited liability company for the benefit of Lender, securing payment of the Note against the property described as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN (the "Property"); and filed for record under **Book 334, Page 714** in the Probate Office of Bibb County, Alabama;
6. Absolute Assignment of Rents ("Assignment of Rents") of even date with the Note executed by **S & W REAL ESTATE, L.L.C.**, an Alabama limited liability company to Lender, securing



payment of the Note and filed for record under **Book 334, Page 732** in the Probate Office of Bibb County, Alabama

7 Security Agreement ("Security Agreement") of even date with the Note executed by Borrower to Lender, securing payment of the Note and UCC1 Financing Statement filed for record in the UCC Records of Alabama under Clerk's File No. _____;

8 Guaranty Agreements ("Guaranties") of even date with the Note, executed by **MARSHALL SCOTT RENEAU, DONNA WILLIAMS RENEAU and RENEAU, INC., an Alabama corporation** and guarantying payment of the Note;

9 Loan Agreement executed by Borrower and Lender, securing payment of the Note;

10 All other documents and instruments previously and now hereinafter executed as security for or otherwise in connection with the foregoing documents or otherwise connection with Note, which are hereby incorporated herein by reference for all purposes to same extent as if set out herein verbatim.

THEREFORE, for valuable consideration the receipt and sufficiency of which are acknowledged, Borrower and Lender agree as follows:

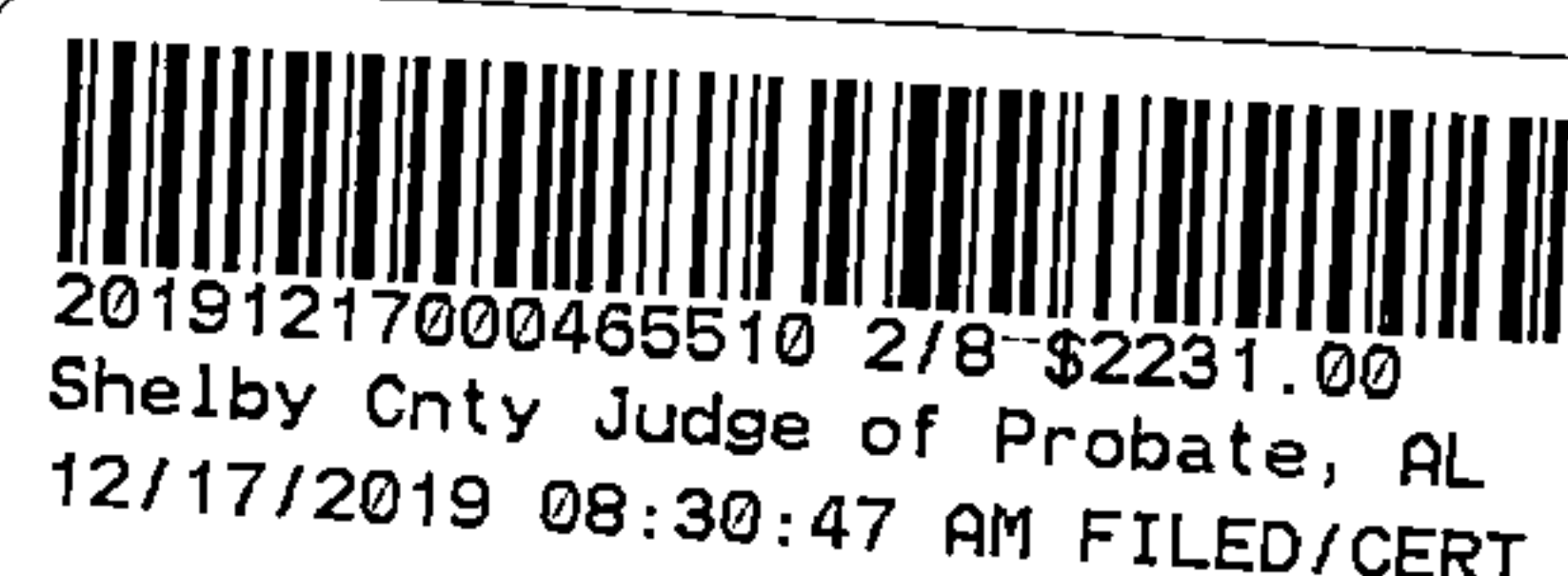
1. Promise to Pay. Borrower (a) expressly assumes payment of all amounts due and owed under the Loan Documents; (b) acknowledges that Borrower is primarily liable for the payment of the indebtedness evidenced by, and performance of the obligations of the Loan Documents; (c) extends and renews the Loan Documents as provided for in this Agreement; (d) agrees that the modification will not affect or impair the Loan Documents; and (e) promises to pay to the order of Lender the indebtedness evidenced by the Note according to its terms, as modified by this Agreement. Furthermore, this Renewal, Extension and Modification Agreement renews, extends and modifies the Note. This Renewal, Extension and Modification Agreement does not satisfy the obligation under the original Note or replace it with a new obligation, but changes the terms of the original obligations. As modified by this Renewal, Extension and Modification Agreement, all of the terms and provisions of the original Note and all documents executed in connection with the Note are ratified and confirmed and this Renewal, Extension and Modification Agreement is a part of and shall be read and construed together with the original Note and said documents executed in connection therewith.

2. Acknowledgment of Outstanding Balance. The parties acknowledge that the outstanding principal balance of the Note as of the Effective Date of this Agreement, is **ONE MILLION FOUR HUNDRED FIFTY TWO THOUSAND AND NO/100 DOLLARS (\$1,452,000.00)**.

3. Interest Rate The annual interest rate provided for in the Note is not modified, so that interest will continue to be charged at the lesser of (a) the highest lawful rate, as defined in the Note, or (b) **TWELVE PERCENT (12%) PER ANNUM**.

4. Interest and Principal Payments. Interest only payments shall be due and payable on the **15th day** of each month, beginning **December 15, 2019**, with a final installment consisting of all remaining accrued interest due and payable in full on the Maturity Date, as specified below. Principal payment shall be made as a single balloon payment due and payable on **November 15, 2020**, the Maturity Date, as specified below. Each payment made on the Note shall be credited first to any interest then due, second to applicable late fees and/or penalties, and finally to the outstanding principal balance hereof.

5. Maturity Date. The outstanding principal balance of the Note, together with all accrued and unpaid interest, shall be due and payable in full on **November 15, 2020 ("Maturity Date")**. Principal amounts outstanding hereunder, upon which repayment obligations exist and interest accrues, shall be determined by

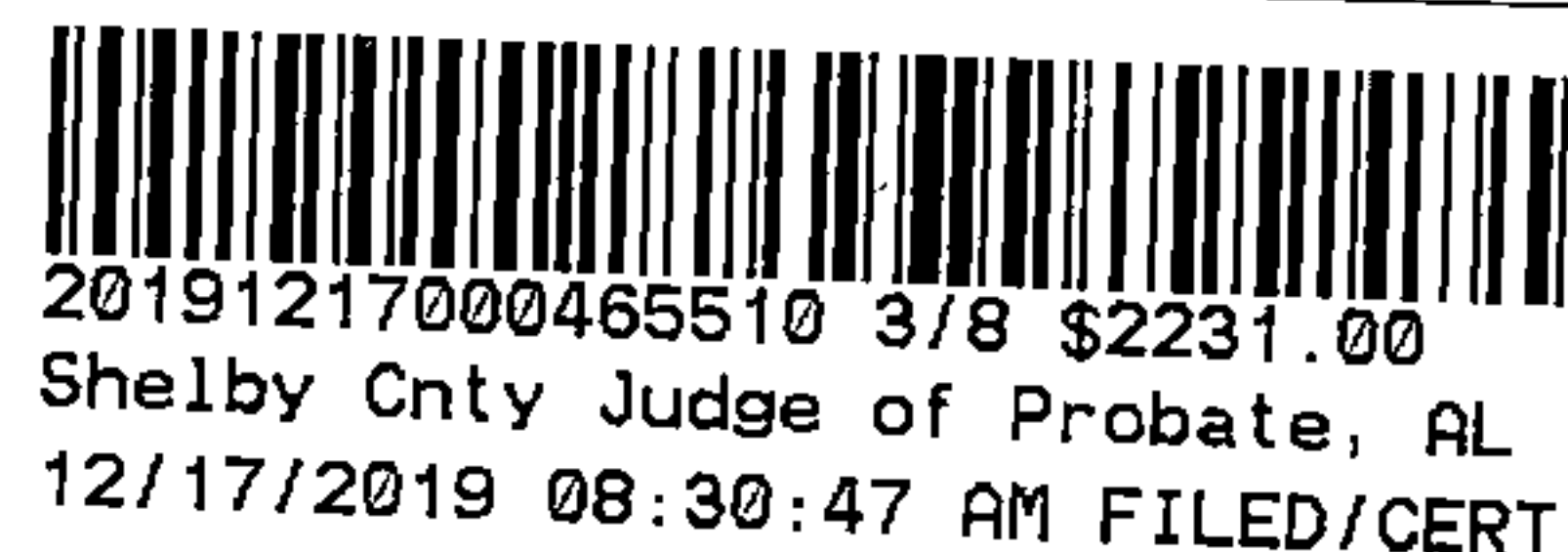


the records of the Lender, which shall be deemed to be conclusive in the absence of clear and convincing evidence to the contrary presented by Borrower. Notwithstanding the above, if the due date for a payment under the Note falls on a day which is not a Business Day (as defined below), then such due date shall be automatically adjusted so that it falls instead on the first Business Day following such scheduled due date. For purposes of the Note, "**Business Day**" means any day other than a Saturday or Sunday or a day on which commercial banks are required or authorized to close in New York, New York.

6. Usury Savings Clause. No provisions of this Agreement or the Loan Documents will require the payment or permit the collection, application, or receipt of interest in excess of the maximum permitted by applicable state or federal law. If any interest in excess of the maximum permitted by applicable law is provided for by this Agreement or the Loan Documents, or will be adjudicated to be so provided for, the provisions of this paragraph will govern, and neither Borrower nor any endorsers of the Note will be obligated to pay such interest to the extent it is in excess of the maximum permitted by applicable law. It is expressly stipulated that the intent of Borrower and Lender is to comply with the usury and other laws relating to the Loan Documents at all times. If Lender or other holder of the Note ever receives, collects, or applies as interest any such excess, the excess interest will be applied to reduce the unpaid principal balance of the note. If such application pays in full the principal balance of the Note, any remaining excess will be paid to Borrower and the provisions of the Loan Documents will immediately be deemed reformed and the amounts thereafter collectively reduced, without the necessity of executing any new document, so as to comply with the applicable law while permitting the fullest recovery of the amounts called for by this Agreement and Loan Documents. In determining if the interest paid or payable under any specific contingency exceeds the maximum allowed by applicable law, Borrower and Lender or other holder of the Note will, to the extent permitted by applicable law, amortize, prorate, allocate, and spread the total amount of interest throughout the entire term of the note so that the amount or rate of interest charged for any period during the term of the Note is to the greatest extent possible less than the maximum amount or rate of interest allowed by applicable law during the relevant period. Notwithstanding the foregoing, if any time the law is changed so as to permit the charging of a higher amount or rate of interest that was permitted before the law changes, then to the extent permitted by law, references in the Loan Documents to "applicable law" for purposes of determining the maximum amount or rate of interest that can be charged will refer to the law as amended to allow the greater amount or rate of interest.

7. Release of Lender. In consideration of the agreement of the Lender to make the herein described Modification which consideration is agreed by Borrower and Guarantor(s) to be good and sufficient, Borrower and Guarantor(s) **RELEASES, ACQUITS AND FOREVER DISCHARGES** the Lender, its directors, officers, shareholders, agents, contractors, employees, affiliates, attorneys, successors and assignees from any and all claims, demands, liens, damages, actions or suits, of whatsoever nature or character, whether statutory (including without limitation usury and deceptive trade practices claims), in contract or in tort, known or unknown, which have accrued or may accrue to Borrower or Guarantor(s) or any creditor or affiliate of Borrower or Guarantor(s) on account of any injuries, damages or losses or otherwise arising out of and in any way connected to (i) any extensions of credit by the Lender to Borrower on or prior to the date hereof, or (ii) any matter or thing done, omitted or suffered to be done by the Lender, its directors, officers, shareholders, agents, employees, affiliates, attorneys, predecessors or assignors on or prior to the date hereof.

8. Fees. Borrower and Guarantor(s) covenant and agree to pay to Copper River Funding, LLC an Extension origination fee in the amount of **\$43,560.00**; a Doc Prep fee in the amount of **\$450.00**; a Processing Fee in the amount of **\$995.00**; and all Title, closing and third party fees, which shall be due and payable upon execution of this Agreement. Borrower agrees to pay any other closing costs incurred by Lender in connection with this Agreement.



9. Miscellaneous

A. Borrower and Guarantor(s) hereby reaffirm each of the representations, warranties, covenants and agreements of them set forth in the Loan Documents, with the same force and effect as if each were separately stated herein and made as of the date hereof.

B. Borrower and Guarantor(s) hereby (i) ratify, affirm, reaffirm, acknowledge, confirm and agree that each and every Loan Document to which each is a party represents the valid, enforceable and collectible obligation of it, (ii) acknowledge that there are no existing claims, defenses or rights of set off with respect to any of the Loan Documents, (iii) acknowledge that each of the Loan Documents is in full force and effect and enforceable against Borrower and Guarantor(s) in accordance with its terms and (iv) acknowledge, represent and warrant that no Event of Default or Potential Event of Default (as such terms are defined in the Loan Documents) currently exists.

C. Borrower and Guarantor(s) agree this Agreement modifies the Loan Documents and in no way acts as a release or relinquishment of the Liens on all of the Property not released hereunder, but rather such Liens are hereby renewed, extended, ratified, confirmed, and carried forward by Borrower and Guarantor(s) in all respects.

D. Guarantor(s) hereby consent to the execution and delivery of this Agreement, and to all of the matters set forth in this Agreement. Additionally, Guarantor(s) hereby agree that this Agreement in no way acts as a release or relinquishment of his or her Guaranty, but rather each such Guaranty is renewed, extended, ratified, confirmed and carried forward by such Guarantor in all respects. Guarantor(s) further agree that (i) its liability under the Loan Documents shall not be reduced, altered, limited, lessened or in any way affected by the execution, delivery and performance of this Agreement except to the extent that its Guaranty is expressly amended by this Agreement and (ii) its Guaranty, as amended by this Agreement, is and shall remain enforceable in accordance with its terms.

E. Borrower agrees to pay all costs and expenses incurred by Lender in connection with execution of this Agreement and administration of the Loan Documents and any other documents executed in connection herewith.

F. Borrower and Guarantor(s) agree that any default by Borrower or Guarantor(s) in the performance of their obligations under this Agreement constitutes a default under the Loan Documents and will allow Lender to exercise all of its remedies set forth in the Loan Documents.

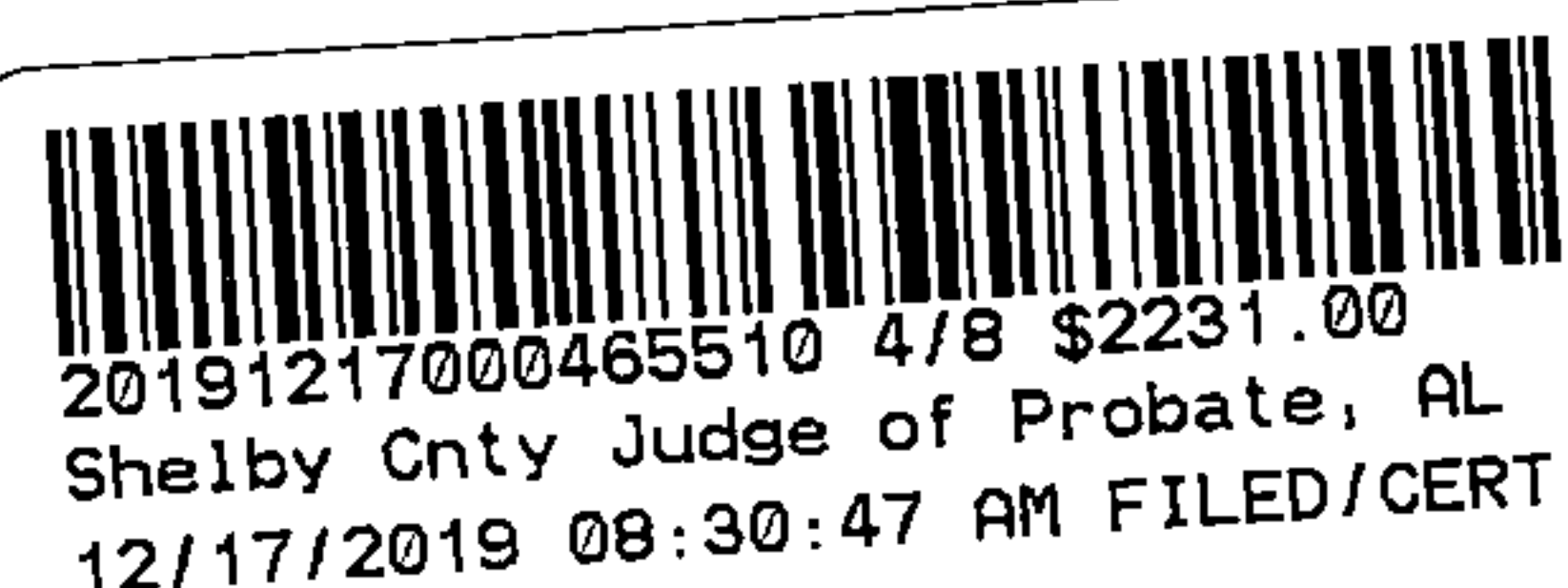
G. Borrower and Guarantor(s) agree that, except as expressly modified herein, all of the terms and provisions of the Loan Documents are hereby ratified and reaffirmed.

H. Borrower and Guarantor(s) agree that this Agreement shall be binding upon and inure to the benefit of Lender, Borrower, Guarantor(s) and their respective heirs, legal representatives, successors, and assigns. Borrower and Guarantor(s) agree further that:

(a) THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS CONSTITUTE A "LOAN AGREEMENT" AND REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

(b) THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

I. In consideration of Lender entering into this Agreement, and regardless of the reason for any loss, misplacement, or inaccuracy in any Loan documentation, Borrower(s) and Guarantor(s) agree



as follows: If any document is lost, misplaced, misstated or inaccurately reflects the true and correct terms and conditions of the Loan, upon request of the Lender, Borrower(s) and Guarantor(s) will comply with Lender's request to execute, acknowledge, initial and deliver to Lender any documentation Lender deems necessary to replace or correct the lost, misplace, misstated or inaccurate document(s). If the original Note is replaced, the Lender hereby indemnifies the Borrower(s) against any loss associated with a demand on the original Note. All documents Lender requests of Borrower(s) or Guarantor(s) shall be referred to as "Replacement Documents". Borrower(s) and Guarantor(s) agree to deliver the Replacement Documents within ten (10) days after receipt by Borrower(s) or Guarantor(s) of a written request for such replacement. Borrower(s) and Guarantor(s) also agree that upon request Borrower(s) will supply additional amounts and/or pay to Lender any additional sum previously disclosed to Borrower(s) as a cost or fee associated with the Loan, which for whatever reason was not previously collected. Borrower(s) or Guarantor(s) failure or refusal to comply with the terms of a request for correction or Replacement Documents may constitute a default under the Note and/or Loan Documents, and may give Lender the option of declaring all sums secured by the loan document immediately due and payable.

J. **EACH PARTY HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

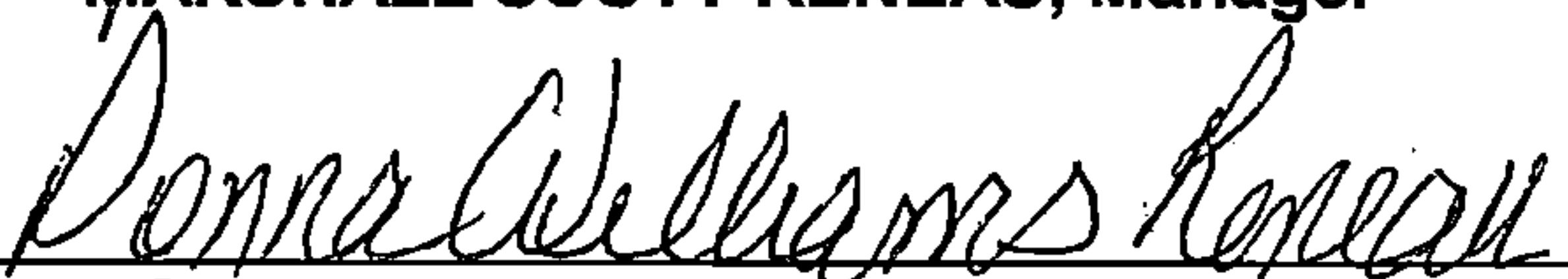
K. This Agreement may be executed in any number of counterparts, each of which shall be deemed for all purposes an original, with the same effect as if all the signatures were upon the same instrument.

EXECUTED on 13th day of December, 2019, and effective November 5, 2019 ("Effective Date").


BORROWER:

S & W REAL ESTATE, L.L.C., an Alabama limited liability company

By: 
MARSHALL SCOTT RNEAU, Manager

By: 
DONNA WILLIAMS RNEAU, Manager

GUARANTOR(S):


MARSHALL SCOTT RNEAU


DONNA WILLIAMS RNEAU

RENEAU, INC., an Alabama corporation

By: 
MARSHALL SCOTT RNEAU, President

THE STATE OF ALABAMA

COUNTY OF Jefferson

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Before me, the undersigned authority, a Notary Public in and for the State and County, personally appeared **MARSHALL SCOTT RENEAU**, the **Manager** of **S & W REAL ESTATE, L.L.C.**, an **Alabama limited liability company**, whose name is signed to the foregoing instrument, and who is known to me, who after by me first being duly sworn on oath did depose and say that being informed of the contents of said instrument, he executed the same voluntarily and with full power and authority to act on behalf of said limited liability company, on the day the same bears date.

Given under my hand and seal this the 13th day of December, 2019.



Notary Public, State of THE STATE OF ALABAMA

My Commission Expires:

Edward Vaughn McWilliams
Notary Public, Alabama State At Large
My Commission Expires Nov. 30 2023

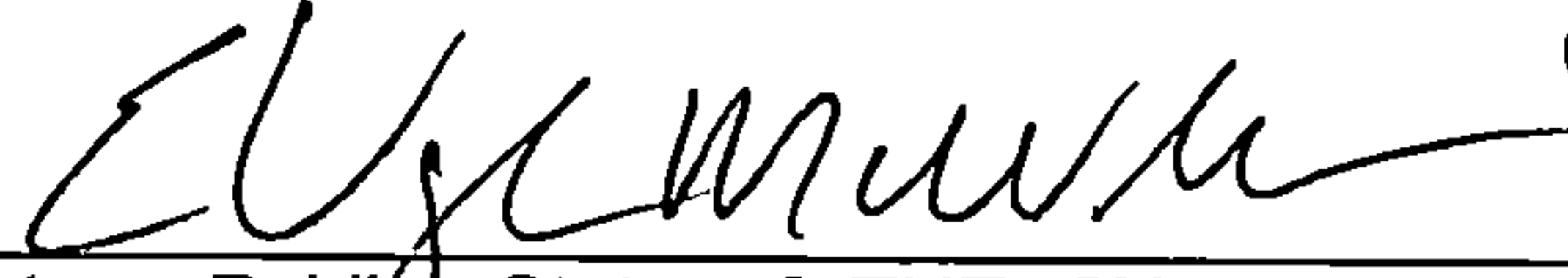
THE STATE OF ALABAMA

COUNTY OF Jefferson

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Before me, the undersigned authority, a Notary Public in and for the State and County, personally appeared **DONNA WILLIAMS RENEAU**, the **Manager** of **S & W REAL ESTATE, L.L.C.**, an **Alabama limited liability company**, whose name is signed to the foregoing instrument, and who is known to me, who after by me first being duly sworn on oath did depose and say that being informed of the contents of said instrument, she executed the same voluntarily and with full power and authority to act on behalf of said limited liability company, on the day the same bears date.

Given under my hand and seal this the 13th day of December, 2019.



Notary Public, State of THE STATE OF ALABAMA

My Commission Expires:

Edward Vaughn McWilliams
Notary Public, Alabama State At Large
My Commission Expires Nov. 30 2023




THE STATE OF ALABAMA
COUNTY OF Jefferson

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Before me, the undersigned authority, a Notary Public in and for the State and County, personally appeared **MARSHALL SCOTT RENEAU**, whose name is signed to the foregoing instrument, and who is known to me, who after by me first being duly sworn on oath did depose and say that being informed of the contents of said instrument, he executed the same voluntarily and with full power and authority to act, on the day the same bears date.

Given under my hand and seal this the 13th day of December, 2019.


Notary Public, State of THE STATE OF ALABAMA

My Commission Expires:


Edward Vaughn McWilliams
Notary Public, Alabama State At Large
My Commission Expires Nov. 30 2023

THE STATE OF ALABAMA
COUNTY OF Jefferson

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Before me, the undersigned authority, a Notary Public in and for the State and County, personally appeared **DONNA WILLIAMS RENEAU**, the **Manager** of **S & W REAL ESTATE, L.L.C.**, an **Alabama limited liability company**, whose name is signed to the foregoing instrument, and who is known to me, who after by me first being duly sworn on oath did depose and say that being informed of the contents of said instrument, she executed the same voluntarily and with full power and authority to act, on the day the same bears date.

Given under my hand and seal this the 13th day of December, 2019.


Notary Public, State of THE STATE OF ALABAMA

My Commission Expires:

Edward Vaughn McWilliams
Notary Public, Alabama State At Large
My Commission Expires Nov. 30 2023

THE STATE OF ALABAMA
COUNTY OF Jefferson

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Before me, the undersigned authority, a Notary Public in and for the State and County, personally appeared **MARSHALL SCOTT RENEAU**, the **President** of **RENEAU, INC.**, an **Alabama corporation**, whose name is signed to the foregoing instrument, and who is known to me, who after by me first being duly sworn on oath did depose and say that being informed of the contents of said instrument, he executed the same voluntarily and with full power and authority to act on behalf of said corporation, on the day the same bears date.

Given under my hand and seal this the 13th day of December, 2019.


Notary Public, State of THE STATE OF ALABAMA

My Commission Expires:

Edward Vaughn McWilliams
Notary Public, Alabama State At Large
My Commission Expires Nov. 30 2023



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Shelby Cnty Judge of Probate, AL
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ADMINISTRATIVE AGENT: COPPER RIVER FUNDING, LLC

By: _____

CRAIG T. GAUDIO, CEO

THE STATE OF

COUNTY OF

Bonneville

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BE IT REMEMBERED, that on this 9th day of December, 2019, before me, the subscriber, a Notary Public in and for said County and State, personally came **CRAIG T. GAUDIO, CEO** of **COPPER RIVER FUNDING, LLC** which executed the foregoing instrument, who acknowledged that he did sign said instrument as such on behalf of the limited liability company, duly authorized; that said instrument was signed as his free act and deed individually and the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on the day and year first above written.

JAMI MATHEWS
COMMISSION NO. 20191574
NOTARY PUBLIC
STATE OF IDAHO

Notary Public

My Commission Expires: 8-12-2025

Prepared by and After Recording Return to:
Copper River Funding, LLC
1931 Humble Place Dr, Suite 205
Humble, Texas 77338
Attn: Tim Stamps



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