

NOTE MODIFICATION AGREEMENT

(Loan Number 72434956-10)

THIS NOTE MODIFICATION AGREEMENT (this "**Agreement**"), dated effective as of July 5, 2011, is by and between **GATEWAY CENTRE, LLC** an Alabama limited liability company; the "**Borrower**"), **R. RANDALL ROARK**, an individual ("**Roark**"), **WILLIAM R. HELMS**, an individual ("**Helms**"; collectively with Roark, the "**Guarantors**") and **SYNOVUS BANK**, a Georgia corporation (d/b/a CB&T, a Division of Synovus Bank, successor by merger and name change to Community Bank and Trust of Southeast Alabama; the "**Lender**").

RECITALS:

A. Borrower is indebted to Lender for a loan in the outstanding principal amount of \$1,180,047.59 (the "**Loan**"). The Loan is evidenced by that certain Universal Note and Security Agreement dated February 22, 2008 from Borrower to Lender in the stated principal amount of \$2,600,000.00, as renewed, amended and restated pursuant to that certain Universal Note and Security Agreement dated September 23, 2009 from Borrower to Lender in the stated principal amount of \$1,580,047.59, as further renewed, amended and restated pursuant to that certain Universal Note and Security Agreement dated January 21, 2010 from Borrower to Lender in the stated principal amount of \$1,580,047.59, as further renewed, amended and restated pursuant to that certain Universal Note dated June 23, 2010 from Borrower to Lender, in the stated principal amount of \$1,580,047.59, as further renewed, amended and restated pursuant to that certain Universal Note and Security Agreement dated October 1, 2010 from Borrower to Lender in the stated principal of \$1,180,047.59, as further renewed, amended and restated pursuant to that certain Universal Note and Security Agreement dated January 25, 2011 from Borrower to Lender in the stated principal amount of \$1,180,047.59, as further renewed, amended and restated pursuant to that certain Universal Note dated April 5, 2011 from Borrower to Lender in the stated principal amount of \$1,180,047.59 (together with any prior or subsequent renewals, modifications and/or extensions, the "**Note**"), and is further evidenced, secured and guaranteed by, *inter alia*, (i) the "Guaranties" hereinafter described and (ii) any and all other documents, instruments, and/or agreements executed by Borrower and/or Guarantors in favor of Lender as further evidence for and/or security for the Loan (the "**Loan Documents**").

B. Included as Loan Documents are those certain Guaranty agreements from each Guarantor in favor of Lender (the most recent of which is dated April 5, 2011; the "**Guaranties**") pursuant to which the obligations of Borrower to pay and perform its obligations under the Note and other Loan Documents are guaranteed by the Guarantors.

C. The Borrower and Guarantors have requested that the maturity of the Loan be extended to October 5, 2011. As a condition to such extension, Lender has required that Borrower and Guarantors execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Balance.** The Borrower and Guarantors are executing this Agreement effective as of the date set forth above (the "**Effective Date**"). The outstanding principal balance of the Note, as of the Effective Date is \$1,180,047.59. The sum set forth in the immediately preceding sentence does not include accrued interest, late fees, other fees (including attorney fees), costs or expenses for which Borrower and/or Guarantors are obligated under the Loan Documents. Borrower and Guarantors hereby acknowledge and agree that notwithstanding any terms or conditions to the contrary in the Loan Documents, **no additional advances are available under the Loan**, and any payments under the Loan Documents any/or costs or expenses incurred in connection with maintaining any real and/or personal property securing the Loan (the "**Collateral**"), including, but not limited to payments of interest and principal on the Loan and taxes and insurance on the Collateral, shall be paid from Borrower's and/or Guarantors' separate funds. Notwithstanding the foregoing, nothing herein shall be deemed to limit any right and/or remedy Lender may have under any Loan Document, including but not limited to any right (but not obligation) to make protective advances to preserve and/or protect any Collateral pursuant to the terms of the Loan Documents.

2. **Interest Rate/Extension.**

(a) **Interest Rate:** The outstanding principal balance evidenced by the Note shall accrue interest, from and after the Effective Date, at a fixed per annum rate equal to Six and 00/100 percent (6.00%).

(b) **Extension.** The Note and other Loan Documents are hereby amended to extend the maturity date of the Loan to October 5, 2011, by deleting any references to the current maturity date, and to insert, in lieu thereof, October 5, 2011.

3. **Repayment.** The repayment terms of the Note, as modified by this Agreement and extended by this Agreement, are further amended to provide that: on October 5, 2011 (the "Maturity Date"), Borrower shall pay the entire outstanding principal balance of the Loan, together with all then-accrued but unpaid interest, plus any and all fees (including attorneys fees), costs and expenses for which Borrower and Guarantors are obligated under the Loan Documents.

4. **References.** All references to the Note in any of the other Loan Documents shall be deemed to refer, from and after the date hereof, to the Note as amended hereby, and the term "Loan Documents" in any Loan Document shall, from the Effective Date, be deemed to also include this Agreement. Except as hereby expressly modified and amended, the Note and other Loan Documents shall remain in full force and effect, and the Note, as amended, is hereby ratified and affirmed in all respects by Borrower. The Guaranties and the other Loan Documents to which they are a party are hereby reaffirmed by Guarantors and Borrower, and Guarantors and Borrower acknowledge and agree that the Guaranties and the other Loan Documents to which they are a party shall remain in full force and effect in all respects. Each of the undersigned Guarantors and Borrower executes this Agreement to expressly evidence his, her and its assent to all the terms of the Note and this Agreement, to further acknowledge and agree that the Guaranties and the other Loan Documents to which they are a party remain in full force and effect. No right of Lender with respect to the Note or any of the other Loan Documents are or

will be in any manner released, destroyed, diminished, or otherwise adversely affected by this Agreement. Nothing herein shall constitute a novation of the Loan, Note or any Loan Document.

5. **No Defenses; Release.** Guarantors and Borrower represent and warrant to Lender that they have no defenses, setoffs, rights of recoupment, counterclaims, or claims of any nature whatsoever in respect to the Loan or Loan Documents against Lender, and to the extent any such defenses, setoffs, rights of recoupment, counterclaims or claims may exist, whether known or unknown, the same are hereby expressly waived, released and discharged with respect to Lender. Without detracting from the immediately preceding sentence, Guarantors and Borrower, in consideration of Lender's agreement to extend the Note as set forth above, and as a material inducement therefor, do hereby release, remise and forever discharge the Lender and their affiliates, parents, divisions, subsidiaries, successors, predecessors, stockholders, officers, directors, agents, employees, attorneys, successors, and assigns of and from any and all claims, liabilities, actions, and causes of action, if any, of whatever kind or nature, whether known or unknown, those that are contingent, suspected, or unsuspected, and whether concealed or hidden, which have existed, arising out of or in any way connected with any obligations under any Loan Document, or any other transactions, communications and dealings with Guarantors and Borrower with respect to the Loan.

6. **Miscellaneous.**

(a) Guarantors and Borrower acknowledge and agree that this Agreement is being executed on the date of the notary acknowledgements set forth below; however, the effective date is agreed to be July 5, 2011. Guarantors and Borrower further acknowledge and agree that this Agreement, while being executed in recordable form, shall be deemed enforceable from and after the effective date of this Agreement, regardless of whether it is recorded. Lender shall be entitled to record this Agreement or to withhold it from recording in Lender's sole and absolute discretion.

(b) This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assignors.

(c) This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute one and the same instrument.

(d) Guarantors and Borrower hereby acknowledge and agree that in the event the Loan Documents include any instrument, agreement, accommodation or security in favor of Lender from any individual or entity (whether as borrower, guarantor, mortgagor, debtor or otherwise; each, a "**Third Party**"), nothing herein shall be deemed a waiver by Lender of any right and or remedy against such Third Party or a release by Lender of such Third Party. Guarantors and Borrower hereby further represent, warrant and agree that (i) no Third Party is required to consent to this Agreement in order for Lender to be entitled to enforce those Loan Documents to which such Third Party is a party, and (ii) to the extent any Loan Document constituted an enforceable instrument, agreement, accommodation or security by any Third Party in favor of Lender with respect to the Loan prior to the Effective Date of this Agreement, that same Loan Document continues to constitute an enforceable instrument, agreement,

accommodation or security by such Third Party in favor of Lender with respect to the Loan, as extended hereby.

IN WITNESS WHEREOF, the parties have caused this Agreement to be properly executed and delivered on the date set forth in the acknowledgment below by them or their duly authorized officers to be effective as of the day and year first above written.

BORROWER:

GATEWAY CENTRE, LLC an Alabama
limited liability company

By: William R. Helms
Name: William R. Helms
Title: Member

By: Randy Roark
Name: Randy Roark
Title: Member

GUARANTORS:

R. Randall Roark
R. RANDALL ROARK, an individual

William R. Helms
WILLIAM R. HELMS, an individual

LENDER:

SYNOVUS BANK, a Georgia corporation

By: Mark Brinton
Name: MARK BRINTON
Title: MANAGED ASSETS OFFICER