



EXHIBIT A

**\$56,053**  
**Gadsden, Alabama**  
**January 15, 2015**

**AMENDED AND RESTATED**  
**PROMISSORY NOTE**

**This note is made and executed for the purpose of restating, continuing, modifying and amending the terms of that certain promissory note in the principal amount of \$223,240.00, dated December 28, 2004 executed by the Maker and payable to Holder. This note shall constitute a true modification or amendment of the terms of the original note which shall continue in full force and effect except as specifically modified herein. This note shall not constitute a novation, payment in full or satisfaction of the original note, nor shall this note in any other way supercede the original note or any of the Loan Documents. This note shall continue to be secured by any and all collateral securing the original note.**

FOR VALUE RECEIVED, the undersigned, A.R. Thornton, Jr., as trustee of the Harry Winston Trust (the "Trust"), a testamentary trust created under paragraphs C and D of the Will of Ruby B. Thornton (hereinafter referred to as the "Maker"), hereby promises to pay to the order of A.R. Thornton, Jr. (hereinafter, together with his successors and assigns and any subsequent holders of this Note, being referred to as the "Holder"), the principal sum of Fifty-Six Thousand Fifty-Three and no/100 Dollars (\$56,053.00). Simple interest shall accrue on the unpaid balance hereon *from March 11, 2006 until paid* at the rate of five percent (5 %) per annum. Accrued interest due hereunder from March 11, 2006 through the date of this Note is \$24,816.89, for a total due, including principal and accrued interest, as of January 15, 2015, of \$80,869.89, with interest accruing thereafter at a rate of approximately \$7.68 per day (rounded to nearest cent). All payments hereunder shall be paid in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debt and shall be paid at the principal offices of the Holder.

This Note is secured by that certain Mortgage recorded in the Office of the Judge of Probate, Shelby County, Alabama, Instrument # 20050106000007670, pages 1-14. Said Note shall be due and payable, together with interest, upon the sale of that certain parcel of real property owned by the Trust, more particularly described as 4.08 +/- acres situated on the corner of Highway 31 and County Road 11, Alabaster, Alabama (Shelby County, Alabama Tax Assessor Parcel ## 23 1 02 1 002 019.000 and 23 1 01 2 003 012.000).

Privilege is reserved to prepay the principal of this Note, either in whole or in part, at any time and from time to time, together with accrued unpaid interest on the principal balance prepaid, without penalty or fee.

In the event default shall be made in the due and punctual payment of this Note when due, or in the event the Maker shall become insolvent or shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt, or shall admit its inability to pay its debts as and when they shall become due, then and in any such event, the entire principal sum due hereunder together with accrued interest shall at once be due and payable, time being of the essence.

Interest shall accrue on any past due amounts hereunder at a rate which is 3% above the rate otherwise provided herein ("Default Rate").

The Maker hereby waives all rights of exemption of property from levy or sale under execution or other process for the collection of debts under the Constitution or laws of the United States or of any state thereof, and agrees to pay all costs and expense of collection, including a reasonable attorney's fee, if this obligation and the interest thereon is not paid when due, whether suit is filed or not.

Demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold the Maker liable are hereby waived by the Maker of this Note.

Notwithstanding any provisions in this Note, the total liability for payments in the nature of interest shall not exceed the limits now imposed by usury laws of the State of Alabama.

The Holder shall not by any act, delay, omission, or otherwise be deemed to waive any of its rights or remedies, and no waiver of any kind shall be valid unless in writing and signed by the Holder.

IN WITNESS WHEREOF, the Maker has executed this Promissory Note effective as of the date set forth above.

Harry Winston Thornton Trust

By: AR Thornton  
Its Trustee