

NOTE: THIS INSTRUMENT IS BEING RECORDED AS ADDITIONAL COLLATERAL FOR THE INDEBTEDNESS SECURED BY THE FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES, RENTS AND PROFITS, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT EXECUTED BY THE GRANTOR IN FAVOR OF THE LENDER AND RECORDED AS 20101027000359780 IN THIS OFFICE. NO TAX IS DUE.

ALABAMA

This Instrument Was Prepared By:

Julian L. Bibb
Stites & Harbison PLLC
Suite 800, 401 Commerce Street
SunTrust Plaza
Nashville, Tennessee 37219
(615) 244-5200

After Recording, This Instrument Should Be Returned To The Preparer At The Address Shown Above.

FIRST AMENDMENT TO ABSOLUTE ASSIGNMENT OF RENTS AND LEASES

THIS FIRST AMENDMENT TO ABSOLUTE ASSIGNMENT OF RENTS AND LEASES (the "Assignment") is made as of this 23rd day of August, 2010, by EZELL HOLDINGS LLC, a Tennessee limited liability company ("Assignor"), to and for the benefit of CAPSTAR BANK, a Tennessee banking corporation ("Assignee").

RECITALS:

1. Assignor executed in favor of National City Bank, now known as PNC Bank, National Association (the "Original Assignee"), that certain Absolute Assignment of Rents and Leases of record as Instrument No. 20070306000099730, Office of the Judge of Probate for Shelby County, Alabama (the "Assignment of Rents").

2. The Original Assignee assigned to the Assignee its right, title, and interest in and under the Assignment of Rents pursuant to an Assignment of record as Instrument No. 20101001000324290, Office of the Judge of Probate for Shelby County, Alabama.

3. The Assignor and the Assignee desire to amend the Assignment of Rents as set forth herein.



NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Assignor and the Assignee agree as follows:

1. The term "Assignee" as used in the Assignment of Rents is hereby amended to mean Capstar Bank, a Tennessee state banking corporation.

2. The term "Note" as used in the Assignment of Rents is hereby amended to mean that certain Amended and Restated Promissory Note issued by Assignor to the order of Assignee in the principal amount of \$4,875,000 dated August 23, 2010, as such may be amended from time to time.

3. The term "Credit Agreement" as used in the Assignment of Rents is hereby amended to mean that certain Amended and Restated Credit Agreement between Assignor and Assignee dated August 23, 2010, as such may be amended from time to time.

4. The Notice address for the Assignee as set forth in Section 9 of the Assignment of Rents is hereby amended to read as follows:

Capstar Bank
201 4th Avenue North
Suite 950
Nashville, Tennessee 37219
Attn: Brad Greer

5. Exhibit B to the Assignment of Rents is hereby amended and restated in its entirety pursuant to Exhibit B attached hereto.

6. The Assignment of Rents is not amended in any other respect.

7. The Assignor affirms its obligations under the Assignment of Rents, as amended, and the Assignor agrees that its obligations thereunder are valid and binding, enforceable in accordance with their terms, subject to no counterclaim, objection, or defense.

ENTERED INTO as of the date first above written.

ASSIGNOR:

EZELL HOLDINGS, LLC

By: Elissa E. Watkins

Title: authorized member

STATE OF Tennessee
COUNTY OF Davidson

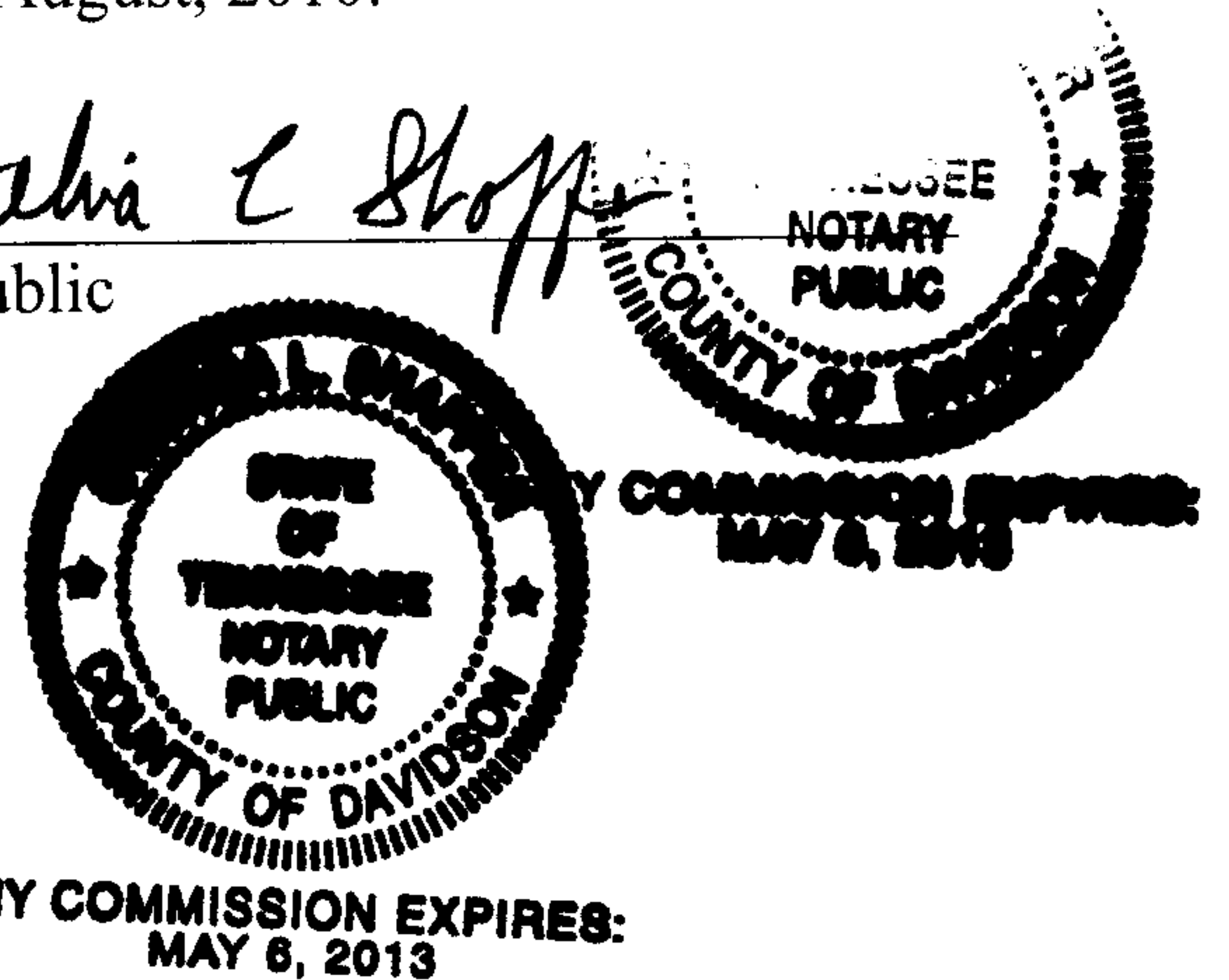
Before me, Cynthia L. Shaffer, a Notary Public of said County and State, personally appeared Elissa E. Watkins, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged ^{her} himself to be authorized member (or other officer authorized to execute the instrument) of EZELL HOLDINGS, LLC, the within named bargainor, an Alabama limited liability company, and that she as such authorized member executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by ^{her} himself as its authorized member

Witness my hand and seal, at Office, this 23rd day of August, 2010.

Cynthia L. Shaffer
Notary Public

My Commission Expires: 5/6/2013

STATE OF Tennessee
COUNTY OF Davidson



I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Elissa E. Watkins, whose name as authorized member of EZELL HOLDINGS, 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 said instrument, she, as such officer 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 the 23rd day of August, 2010.

Cynthia L. Shaffer
Notary Public



My Commission Expires: 5/6/2013

**MY COMMISSION EXPIRES:
MAY 6, 2013**



20101027000359790 3/6 \$29.00
Shelby Cnty Judge of Probate, AL
10/27/2010 01:02:47 PM FILED/CERT

ACCEPTED BY:

ASSIGNEE:

CAPSTAR BANK

By: Brad Greer

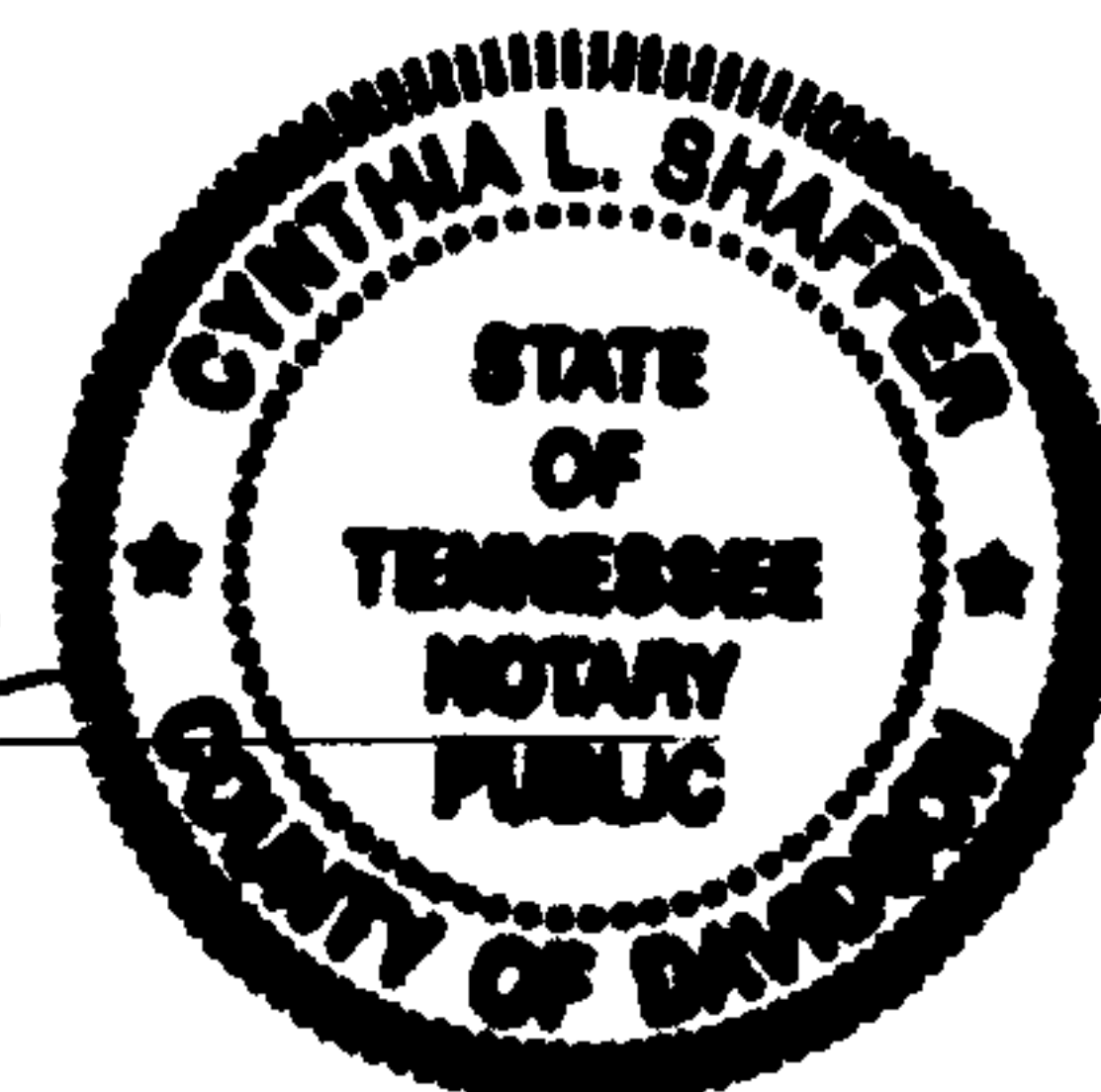
Title: SVP

STATE OF Tennessee)
COUNTY OF Davidson)

Before me, Cynthia L. Shaffer, a Notary Public of said County and State, personally appeared Brad Greer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Senior Vice President (or other officer authorized to execute the instrument) of CAPSTAR BANK, the within named bargainor, a Tennessee state banking corporation, and that he as such Senior Vice President executed the foregoing instrument for the purposes therein contained, by signing the name of the state banking corporation by himself as Senior Vice President

Witness my hand and seal, at Office, this 23rd day of August, 2010.

Cynthia L. Shaffer
Notary Public



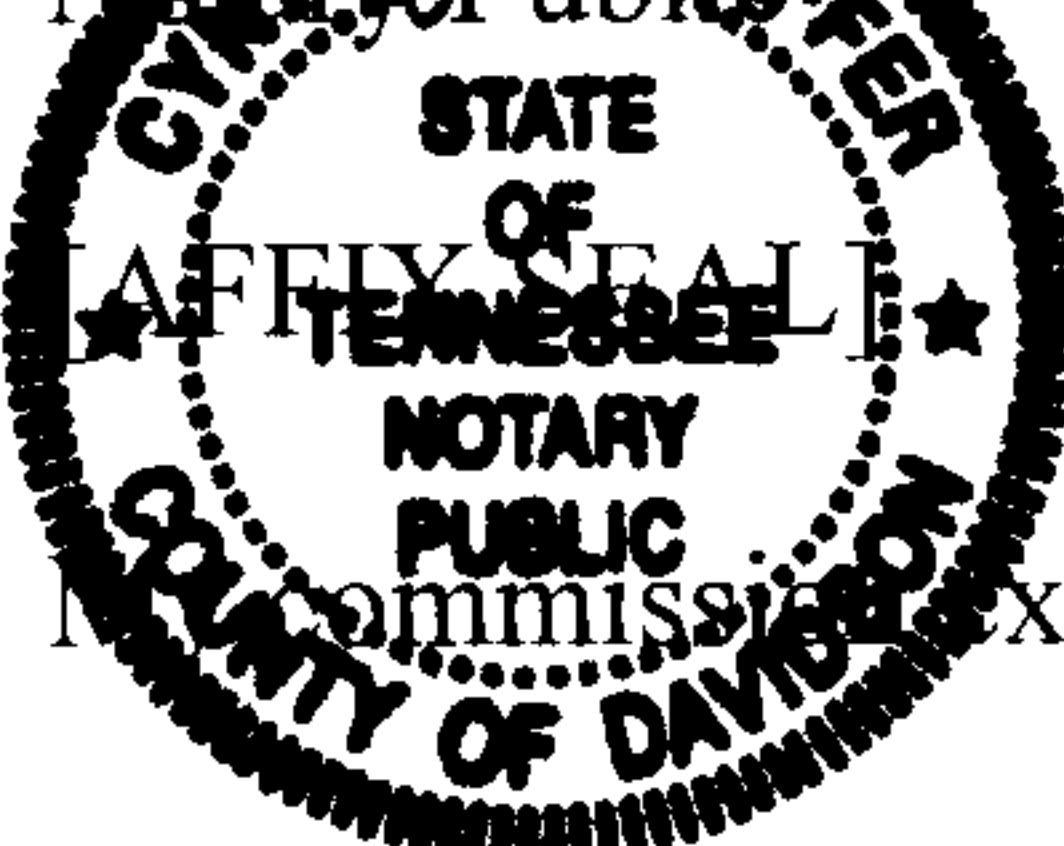
My Commission Expires: 5/6/2013

MY COMMISSION EXPIRES:
MAY 6, 2013

STATE OF Tennessee)
COUNTY OF Davidson)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Brad Greer, whose name as Senior Vice President of Capstar Bank, a Tennessee 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 of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said state banking corporation. Given under my hand and official seal this the 23rd day of August, 2010.

Cynthia L. Shaffer
Notary Public



My Commission Expires: 5/6/2013

MY COMMISSION EXPIRES:
MAY 6, 2013

16219N:100860:860974:2:NASHVILLE



20101027000359790 4/6 \$29.00
Shelby Cnty Judge of Probate, AL
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THIS INSTRUMENT PREPARED BY:


Julian L. Bibb
STITES & HARBISON
Suite 800, 401 Commerce Street
SunTrust Plaza
Nashville, Tennessee 37219



EXHIBIT B

Loan Documents

1. Amended and Restated Promissory Note dated August 23, 2010 in the principal sum of \$4,875,000.00 issued by Ezell Holdings, LLC to the order of Capstar Bank.
2. All Loan Documents as such term is defined in that certain Amended and Restated Credit Agreement dated August 23, 2010, as such may be amended from time to time.


20101027000359790 6/6 \$29.00
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