

STATE OF ALABAMA     )  
                                  :  
COUNTY OF SHELBY     )

**FIRST AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS**

THIS FIRST AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS ("First Amendment to Assignment of Rents") is made and entered into as of the 12 day of November, 2013, by and between **Matthew Hogan** (the "Borrower"), and **River Bank & Trust**, an Alabama banking corporation (the "Lender").

**RECITALS**

A. Borrower previously executed and delivered unto Lender that certain Assignment of Leases and Rents made as of and effective May 13, 2013, recorded May 29, 2013, in the Office of the Judge of Probate of Shelby County, Alabama, as Instrument Number 20130529000219110 ("Assignment of Rents").

B. Borrower and Lender desire to modify the Assignment of Rents and desire to execute this First Amendment to Assignment of Rents for such purpose. Capitalized terms not otherwise defined herein shall have the same meaning ascribed to such terms in the Assignment of Rents.

**AGREEMENT**

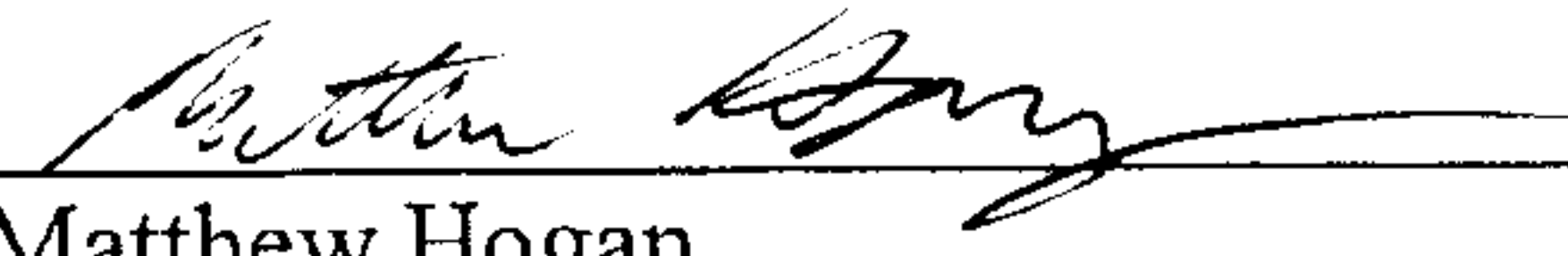
NOW, THEREFORE, for and in consideration of the foregoing and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Borrower and Lender do hereby amend and modify the Assignment of Rents in the following respects and further agree as follows:

1. The Recitals above are incorporated by reference and made a part hereof.
2. The definition of "Note" in the first full paragraph of Page 2 is modified to delete the amount of Three Million Five Hundred Thousand and No/100 Dollars (\$3,500,000.00) and replace with Three Million Seven Hundred Forty Thousand and No/100 Dollars (\$3,740,000.00).
3. Except as hereby amended and modified, the terms and provision of the Assignment of Rents shall remain in full force and effect and unmodified, and the Assignment of Rents, as modified herein, is hereby ratified, confirmed and approved in all respects. In the event of a conflict between the terms and conditions of this First Amendment to Assignment of Rents and any other Loan Document, the terms and conditions of this First Amendment to Assignment of Rents shall prevail.

[EXECUTION BEGINS ON THE FOLLOWING PAGE]

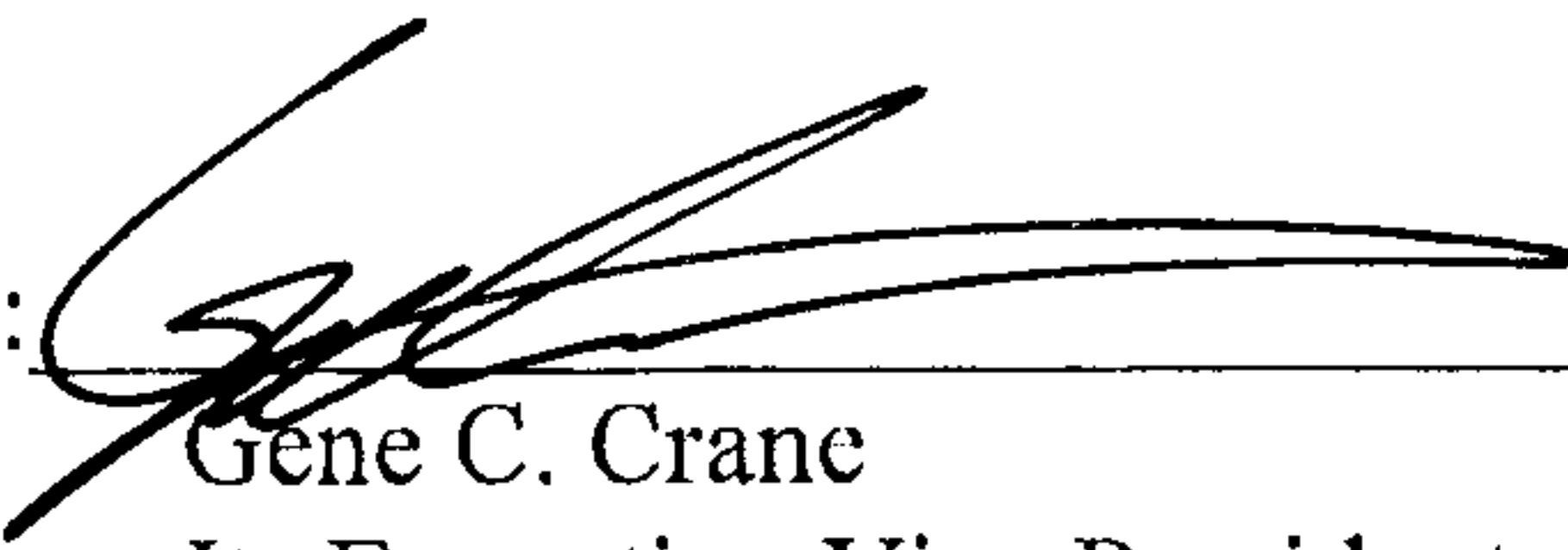
IN WITNESS WHEREOF, Borrower and Lender have each caused this First Amendment to Assignment of Rents to be executed and effective as of the date first above written.

**"BORROWER"**

 (L.S.)  
Matthew Hogan

**"LENDER"**

**RIVER BANK & TRUST,**  
an Alabama banking corporation

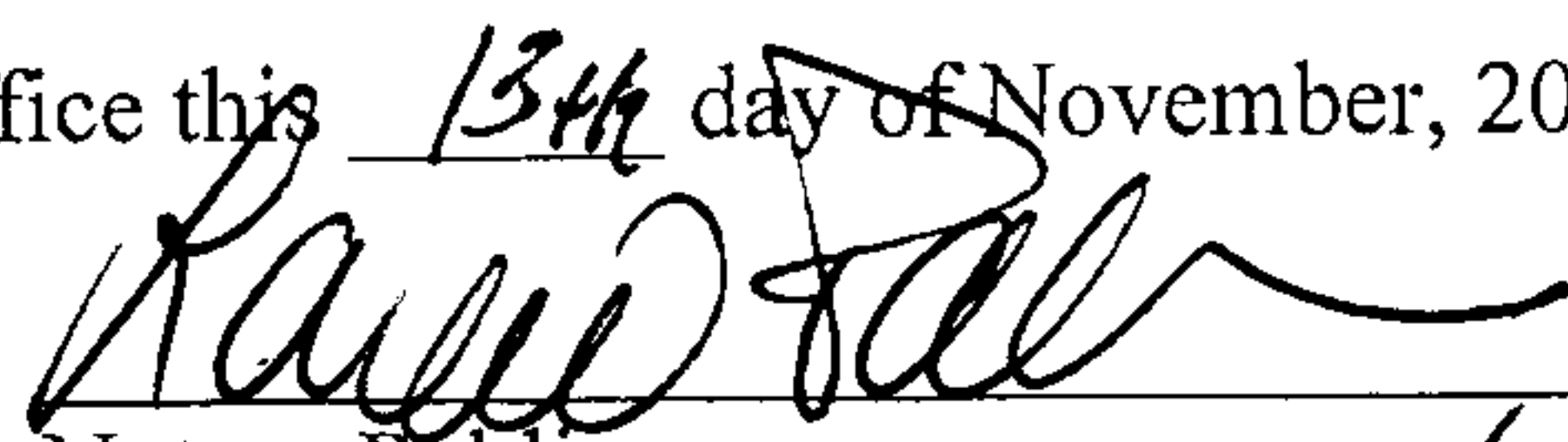
By:   
Gene C. Crane  
Its Executive Vice President

STATE OF ALABAMA                    )  
  :  
COUNTY OF MONTGOMERY        )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Gene C. Crane, whose name as Executive Vice President of **RIVER BANK & TRUST**, an Alabama banking corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of the above and foregoing instrument, 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 of office this 13<sup>th</sup> day of November, 2013.

[SEAL]

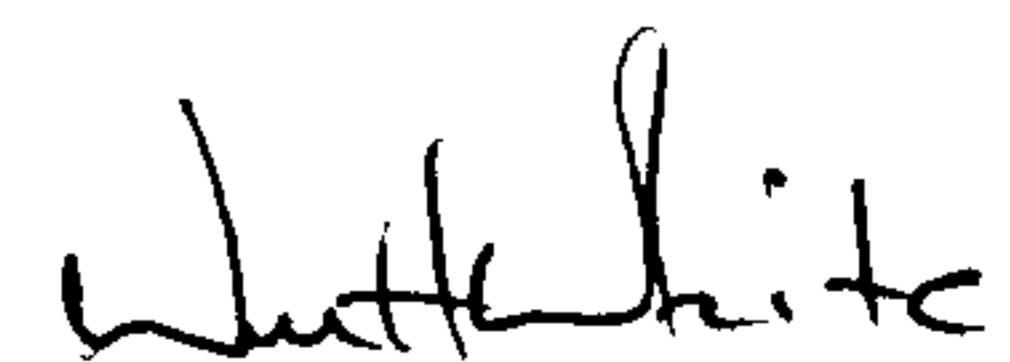
  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 03/03/2014

STATE OF ALABAMA                    )  
  :  
COUNTY OF Jefferson            )

I, the undersigned Notary Public in and for said County in said State, hereby certify that **Matthew Hogan**, whose name 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 the instrument, he executed the same voluntarily.

Given under my hand and official seal of office this 12<sup>th</sup> day of November, 2013.

[SEAL]

  
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Notary Public  
My Commission Expires: 8-7-15

THIS INSTRUMENT PREPARED BY:  
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