

NOTE TO PROBATE JUDGE: This Amendment amends that certain Mortgage dated September 1, 2008 and recorded September 17, 2008, at 1248 p.m. in Instrument No. 20080917000369040 in the Office of the Judge of Probate of Shelby County, Alabama (the "Mortgage"), upon which recording tax has previously been paid on the indebtedness secured by the Mortgage (*viz.*, \$2,856,000.00); provided however the Mortgage is being hereby amended to increase the amount of maximum indebtedness that is secured by the Mortgage from \$2,856,000.00 to \$3,300,000.00. As of the date of this Amendment, the current principal balance of loan secured by the Mortgage is \$1,917,817.60. Thus, additional indebtedness in the amount of \$1,382,182.40 will be secured by said Mortgage, and mortgage recording tax on such amount would otherwise be required to be paid in connection with the filing of this Amendment, except that (as described below) a significant portion of such amount constitutes indebtedness upon which mortgage tax is being contemporaneously paid to Jefferson County, Alabama, as this Amendment is merely additional security for indebtedness upon which mortgage tax is being paid in full (with the exception of \$260,000 – see below). That is, said additional indebtedness constitutes only a portion of a new loan in the aggregate amount of \$3,400,000.00 that is being made in connection with this Amendment ("New Loan"). The New Loan is partly secured by this Mortgage, but also secured by that certain Mortgage of even date herewith and recorded July 16, 2015, at 2:18:40 p.m. in Instrument No. 20150716000244600 in the Office of the Judge of Probate of Jefferson County, Alabama (the "Other Mortgage"). The Other Mortgage secures indebtedness in the maximum amount of \$3,140,000 and mortgage recording tax in the amount of \$4,710.00 is being paid in connection with the Other Mortgage. Since the New Loan is in the amount of \$3,400,000.00, such amount represents the "new money" upon which mortgage tax should be payable in the aggregate. And, since mortgage tax shall have been already paid on \$3,140,000.00 of such amount, additional mortgage tax shall only be paid on indebtedness in the amount of \$260,000.00 (i.e., \$3,400,000.00, less \$3,140,000.00), resulting in \$390.00 of mortgage tax being payable in connection with the filing of this Amendment.

STATE OF ALABAMA)
SHELBY COUNTY)

**FIRST AMENDMENT
TO
MORTGAGE**

THIS FIRST AMENDMENT TO MORTGAGE ("this Amendment") dated as of July 14, 2015 is entered into by **DESHAZO, LLC**, an Alabama limited liability company formerly known as DeShazo Crane Company, L.L.C. (the "Borrower"), as mortgagor, and **REGIONS BANK**, an Alabama banking corporation (the "Lender"), as mortgagee.

Recitals

The Borrower and the Lender have previously entered into that certain Mortgage dated September 8, 2008 in favor of the Lender, recorded September 17, 2008, at 1248 p.m. in Instrument No. 20080917000369040 in the Office of the Judge of Probate of Shelby County, Alabama (as amended, the "Mortgage"), whereby the Lender was granted a mortgage, assignment and pledge of, and security interest in certain collateral.

The Borrower has requested that the Lender extend additional funds to the Borrower, to be secured, subject to a maximum amount as set forth therein (as amended hereby), by the Property described in the Mortgage.

The Lender has agreed to extend such additional funds to the Borrower on the condition that the Borrower, among other things, executes this Amendment.

NOW, THEREFORE, in consideration of the foregoing recitals, the Borrower and the Lender hereby agree and the Mortgage is hereby amended as follows:

1. Rules of Construction. For the purposes of this Amendment, the rules of construction shall be the same as set forth in the Mortgage.

2. Amendments. The Mortgage is hereby amended as follows:

(a) The "Note to Probate Court" at the top of page 1 shall be deleted in its entirety and the following substituted therefor:

NOTE TO PROBATE COURT: This Agreement secures Principal Obligations which shall not exceed \$3,300,000 at any one time outstanding.

(b) In Section 6.23, the figure "\$2,856,000.00" shall be replaced with the figure "\$3,300,000".

(c) Exhibit A (Credit Documents) of the Security Agreement shall be deleted in its entirety and the following substituted therefor:

EXHIBIT A

(Credit Documents)

The "Credit Documents" referred to in this Agreement include the following:

(a) Third Amended and Restated Credit Agreement dated June 2, 2015 executed by the Borrower and the Lender

(b) Second Consolidated, Amended and Restated Master Note dated June 2, 2015 executed by the Borrower in favor of the Lender in the maximum principal amount of \$14,000,000

(c) Amended and Restated Term Note dated June 2, 2015 executed by DeShazo, LLC in favor of the Lender in the original principal amount of \$1,934,065.20

(d) Promissory Note dated September 11, 2007 in the principal amount of \$500,000 executed by DeShazo, LLC in favor of the Lender

(e) Term Note dated July __, 2015 in the principal amount of \$1,700,000 executed by DeShazo, LLC in favor of the Lender

(f) Master Note (Letter of Credit Guidance Line Loan) dated July 14, 2015 in the principal amount of \$1,700,000 executed by DeShazo, LLC and DeShazo Automation, LLC in favor of the Lender

(g) Guaranty Agreement dated January 31, 2012 executed by Mitchell Industries, Inc. in favor of the Lender

(h) Second Consolidated, Amended and Restated Security Agreement (General) dated as of June 2, 2015 executed by the Borrower in favor of the Lender

(i) Mortgage dated as of September 1, 2008 executed by DeShazo, LLC in favor of the Lender (190 Airpark Industrial Rd, Alabaster, Alabama)

(j) Absolute Assignment of Rents and Leases dated as of September 1, 2008 executed by DeShazo, LLC in favor of the Lender (190 Airpark Industrial Rd, Alabaster, Alabama)

(k) Amended and Restated Environmental Indemnity Agreement dated as of July 14, 2015 executed by DeShazo, LLC, and other indemnitors, in favor of the Lender

(l) Application(s) of various dates executed by DeShazo, LLC and/or DeShazo Automation, LLC in connection with the Letters of Credit

(m) Amended and Restated Subrogation and Contribution Agreement dated June 2, 2015 executed by the Borrower

(n) Subordination Agreement dated September 1, 2007 executed by the Borrower and Mitchell Investment Company, LLC in favor the Lender

(o) Master Agreement dated January 10, 2013 executed by DeShazo, LLC and Regions Equipment Finance Corporation and Regions Commercial Equipment Finance, LLC

(p) Mortgage dated as of July 14, 2015 executed by DeShazo, LLC in favor of the Lender (200 Kilsby Circle, Bessemer, Alabama)

(q) Absolute Assignment of Rents and Leases dated as of July 14, 2015 executed by DeShazo, LLC in favor of the Lender (200 Kilsby Circle, Bessemer, Alabama)

3. Definitions.

(a) All references in the Mortgage to "this Agreement" shall refer to the Mortgage as amended hereby.

(b) All references to the Mortgage in any Credit Document (as defined in the Mortgage) shall refer to such document as amended by this Amendment and as hereafter further amended.

4. Regrant of Security Interest/Mortgage. As security for the Obligations (as defined in the Mortgage), the Borrower hereby grants, bargains, sells, assigns and conveys unto the Lender, and hereby grants to the Lender a security interest in, all of the Borrower's right, title and interest in, to and under the Property (as defined in the Mortgage).

5. Reaffirmance of Representations and Warranties. The Borrower hereby represents and warrants that (i) all of the representations and warranties set out in the Mortgage are true and correct as of the date hereof, (ii) they are in compliance with all the terms and provisions set forth in the Mortgage on their part to be observed and performed, and (iii) no Event of Default, nor any event which upon notice or lapse of time or both would constitute such an Event of Default has occurred and is continuing.

6. Consents, Registrations, Approvals, etc. No registration with or consent or approval of, or other action by, any governmental authority is required for the execution, delivery and performance of this Amendment or any Credit Document.

7. Mortgage to Remain. Except as expressly modified and amended, the Mortgage shall remain in full force and effect in accordance with its terms.


8. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall constitute an original, but when taken together shall constitute but one agreement and any party may execute this Amendment by executing any one or more such counterparts.

9. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Alabama.

10. Headings. The headings and captions used in this Amendment are for purposes of convenient reference only and shall not limit or define the meaning of any provision of this Amendment.

11. Enforceability. If any provision of this Amendment is now or at any time hereafter becomes invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and the remaining provisions hereof shall be construed in favor of the Lender to effectuate the provisions hereof.

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20150717000244600 4/6 \$419.00
Shelby Cnty Judge of Probate, AL
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IN WITNESS WHEREOF, the undersigned Borrower and Lender have caused this instrument to be executed by their duly authorized representatives on the date set forth below said representatives' acknowledgments.

DESHAZO, LLC

By: 

Name: Guy K. Mitchell, III

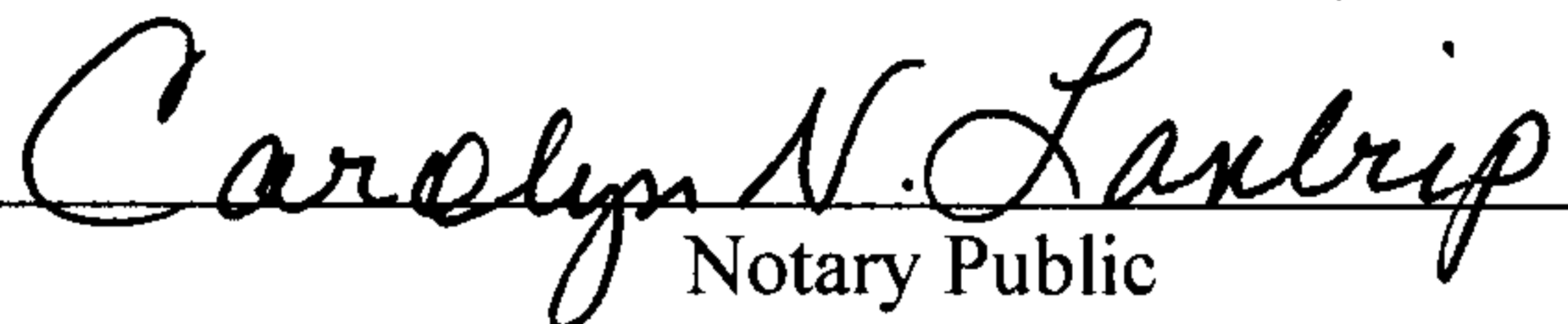
Its: Chief Executive Officer

STATE OF ALABAMA)

COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Guy K. Mitchell, III, whose name as Chief Executive Officer of DeShazo, 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, he/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 13 day of July, 2015.


Notary Public

[AFFIX SEAL]

My Commission Expires: 9/25/2017

My commission expires: _____


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Shelby Cnty Judge of Probate, AL
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REGIONS BANK

By: Kay Hudson
Name: Kay Hudson
Its: Vice President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that _____, whose name as Vice President of Regions Bank, an Alabama 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 corporation.

Given under my hand and official seal this the 13th day of July, 2015.


[Signature]
Notary Public

[NOTARIAL SEAL]

My Commission Expires: 7-2-17

This instrument was prepared by:

Lucas B. Gambino
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