#### FIRST AMENDMENT TO GROUND LEASE

This First Amendment to Ground Lease (the "Amendment") is made effective as of July 21, 2015, by and between Edwin B. Lumpkin, Jr., d/b/a Lumpkin Development (the "Landlord") and PREMIER HOLDINGS, LLC, an Alabama limited liability company ("Tenant") (collectively referred to herein as the "Parties" and individually as a "Party").

WHEREAS, the Parties entered into that certain Ground Lease dated July 21, 2015 (the "Lease") regarding certain property known as Lot 6-C, according to the Survey of Resurvey of Lot 6 Calera Business Park West, as recorded in Map Book 41 Page 1, of the Office of Judge of Probate of Shelby County, Alabama;

WHEREAS, the Landlord was mistakenly referenced as Lumpkin Development, LLC which does not exist; the Landlord should have been shown as Edwin B. Lumpkin, Jr., d/b/a Lumpkin Development; and,

WHEREAS, the Parties desire to amend the Lease to correct the Landlord's name; and,

WHEREAS, capitalized terms not defined herein shall have the meaning set forth in the Lease.

NOW, THEREFORE, in consideration of mutual promises made herein and mutual benefits to be derived hereunder, the Parties agree as follows:

- 1. The Lease is hereby amended to reflect the Landlord as Edwin B. Lumpkin, Jr., d/b/a Lumpkin Development.
  - 2. All other provisions of the Lease are hereby ratified and confirmed.
- 3. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement. The exchange of copies of this Amendment and copies of signature pages of this Amendment by facsimile, email, or attachment of a scanned electronic copy to email shall constitute effective execution and delivery of such document as to the parties and may be used in lieu of the original for all purposes. Signatures of the parties transmitted by facsimile, email, or attachment of a scanned electronic copy to email shall be valid, enforceable, and binding as an original signature for all purposes.

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20151106000386990 1/4 \$23.00 Shelby Cnty Judge of Probate, AL 11/06/2015 10:33:07 AM FILED/CERT IN WITNESS WHEREOF, the Landlord and Tenant have executed this Amendment to be effective on the day and year first above written.

## **LANDLORD:**

- Marine Junger

Edwin B. Lumpkin, Jr. d/b/a Lumpkin Development

# **TENANT:**

PREMIER HOLDINGS, LLC, an Alabama limited liability company

By: \_

Print Name:

Its: Manager

ACKNOWLEDGED AND AGREED BY:

**GUARANTOR:** 

Manraj "Patrick" Sidhu

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### ACKNOWLEDGMENT - LANDLORD

STATE OF ALABAMA ) ) SS COUNTY OF SHELBY )	
COUNTY OF SHELDY	
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Edwin B. Lumpkin, Jr., d/b/a Lumpkin Development, 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 on the date of this notary acknowledgement.	
Given under my hand this the 14 day of OCTOBEL, 2015.	
(SEAL)  Notary Public My commission expires: 01/29/18	
ACKNOWLEDGMENT - TENANT	
STATE OF ALABAMA )	
COUNTY OF MONTGOMERY )	
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Manraj "Parick" Sidhu, whose name as Manager of Premier 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 the instrument, he, as such Manager, and with full authority, executed the same voluntarily for and as the act of said limited liability company on the date of this notary acknowledgement.	
Given under my hand this the <u>luth</u> day of <u>OCTOber</u> , 2015.	
(SEAL)  Notary Public  My commission expires: COMMISSION EXPIRES FERGUARY 24, 201	
20151106000386990 3/4 \$23.00 Shelby Cnty Judge of Probate, AL 11/06/2015 10:33:07 AM FILED/CERT	

### ACKNOWLEDGMENT - GUARANTOR

STATE OF ALABAMA	
COUNTY OF SHELBY	SS )
that Manraj "Patrick" Sidhu, whose known to me, acknowledged before instrument, he, executed the same vo	Public in and for said County in said State, hereby certify name is signed to the foregoing instrument and who is me on this day that, being informed of the contents of the pluntarily on the date of this notary acknowledgement.
Given under my hand this the	16th day of October , 2015.
(SEAL)	Notary Public  My commission expires:  My commission expires:  My commission expires: