

A G R E E M E N T

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Amendment of Non-Encumbrance Agreement.** Exhibit A of the Non-Encumbrance Agreement is hereby amended to add to such exhibit the legal description set forth on Exhibit A of this Amendment. The Non-Encumbrance Agreement shall be deemed amended as set forth hereinabove and to the extent necessary to carry out the intent of this Amendment. Without limiting the generality of the foregoing, each reference in the Non-Encumbrance Agreement to the "Credit Agreement" the "Note" or any other "Loan Documents" shall be deemed to be references to said documents, as amended hereby. Except as expressly set forth herein, the Loan Documents shall remain in full force and effect in accordance with their respective terms and shall continue to evidence, secure, guarantee or relate to, as the case may be, the Loan.

2. **Representations and Warranties.** As amended herein, each representation and warranty contained in the Non-Encumbrance Agreement and the Loan Documents is hereby reaffirmed as of the date hereof. Borrower hereby represents, warrants and certifies to Bank that no Event of Default nor any condition or event that with notice or lapse of time or both would constitute an Event of Default, has occurred or is continuing under the Non-Encumbrance Agreement, the Loan Documents or the Loan, and that Borrower has no offsets or claims against Bank arising under, related to, or connected with the Loan, the Non-Encumbrance Agreement, the Credit Agreement, the Note or any of the Loan Documents.

3. **Binding Effect.** Except as expressly modified and amended hereby, the terms and conditions of the Non-Encumbrance Agreement shall remain in full force and effect, and the Non-Encumbrance Agreement, as so amended is hereby ratified and affirmed. Borrower acknowledges that it has no defenses or setoffs with respect to its obligations under the Non-Encumbrance Agreement or the Loan Documents, as amended hereby.

4. **Successors and Assigns.** This Amendment shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each undersigned Borrower has executed this instrument to be executed by its duly authorized representative, effective as of the day and year first above written.

SPARTAN VALUE INVESTORS, LLC, an Alabama limited liability company

By: _____

Clayton Mobley
Manager

Its: _____

STATE OF ALABAMA)

COUNTY OF Jefferson)

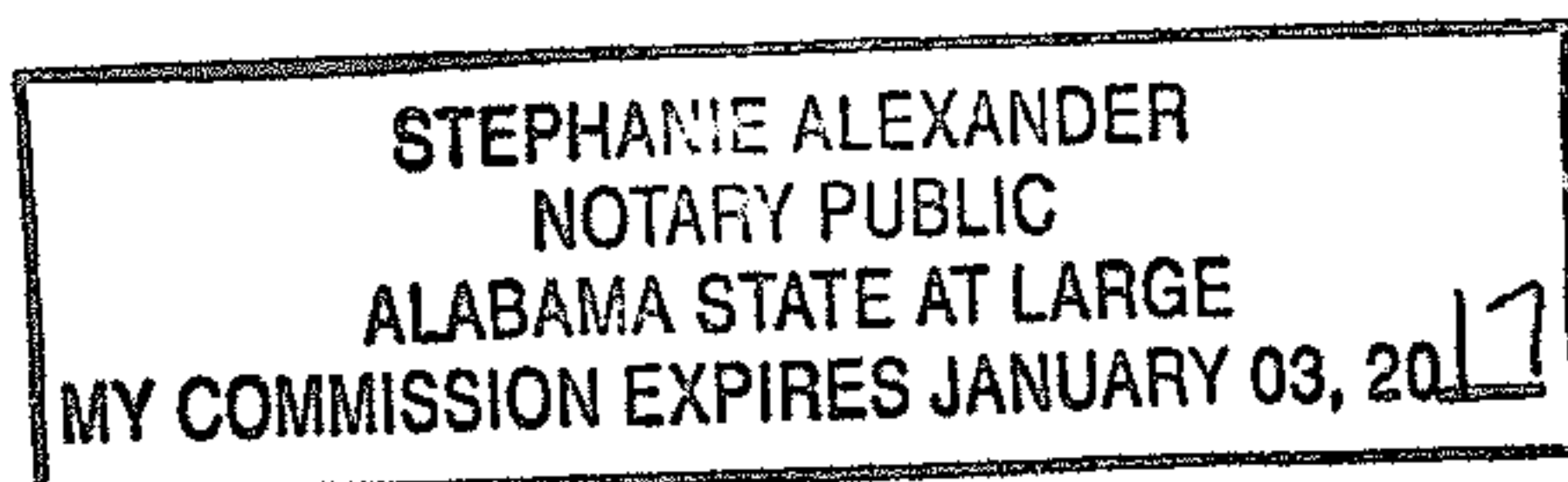
I, Stephanie Alexander, a Notary Public in and for said County in said State, hereby certify that Clayton Mobley, whose name as Manager, of Spartan Value Investors, LLC, an Alabama limited liability company, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this date, that being informed of the contents of said agreement, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this the 8th day of April, 2016

Notary Public _____

[AFFIX SEAL]

My commission expires: 1.3.17



SPARTAN INVEST, LLC, an Alabama limited liability company

By: _____

Clayton Mobley
Manager

Its: _____

STATE OF ALABAMA)

COUNTY OF Jefferson)

I, Stephanie Alexander, a Notary Public in and for said County in said State, hereby certify that Clayton Mobley, whose name as Manager, of Spartan Invest, LLC, an Alabama limited liability company, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this date, that being informed of the contents of said agreement, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this the 8th day of April, 2016

Notary Public _____

[AFFIX SEAL]

My commission expires: 1.3.17

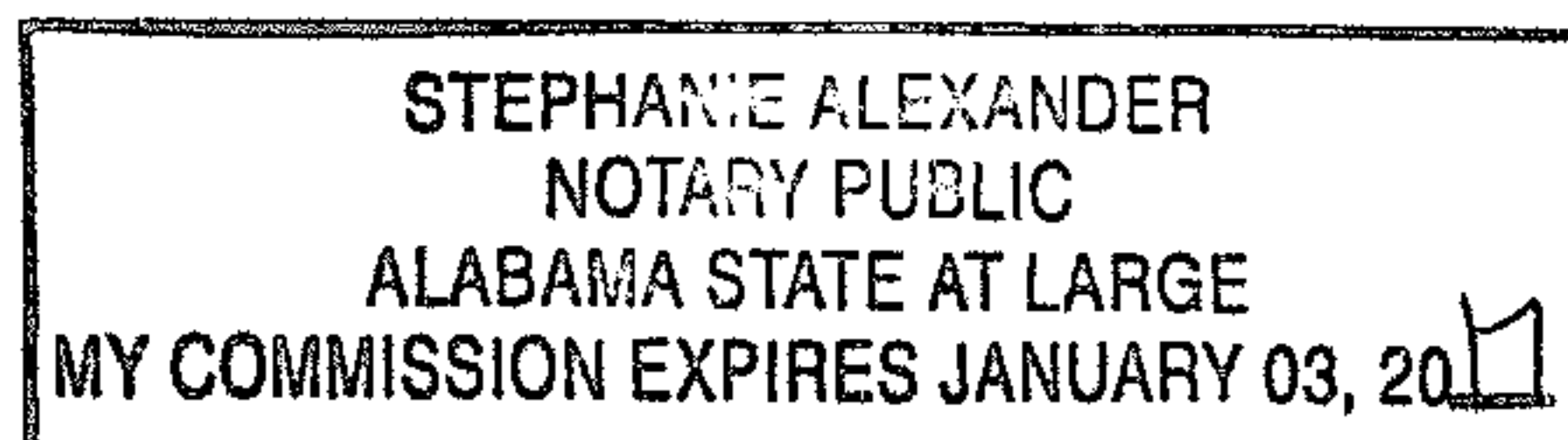


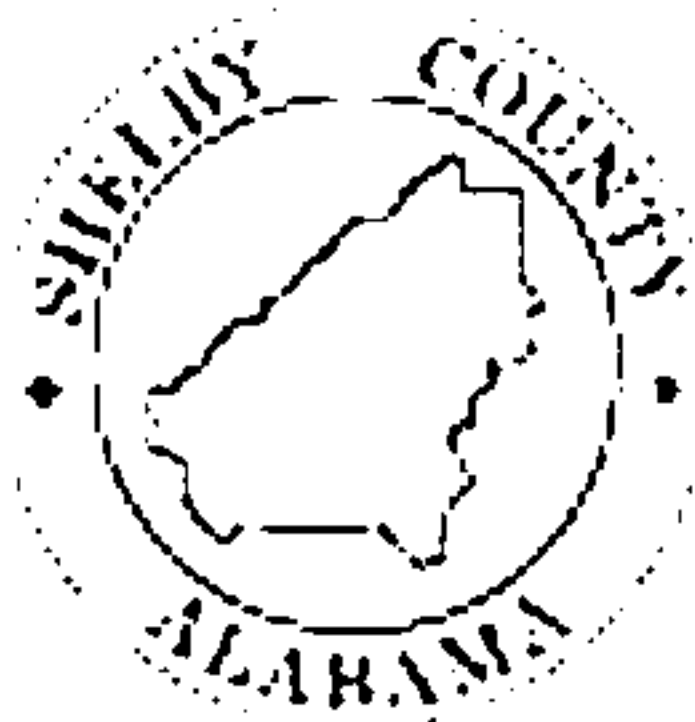
EXHIBIT A

LEGAL DESCRIPTION

Lot 1023, according to the Map of Highland Lakes 10th Sector, Phase 1, as recorded in Map Book 26, Page 27, in the Probate Office of Shelby County, Alabama.

ADDRESS

3018 Newbury Circle
Birmingham, AL 35242



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
04/08/2016 02:11:59 PM
\$23.00 DEBBIE
20160408000115990

A handwritten signature in black ink, appearing to read "James W. Fuhrmeister", is written over the typed name of the Probate Judge.