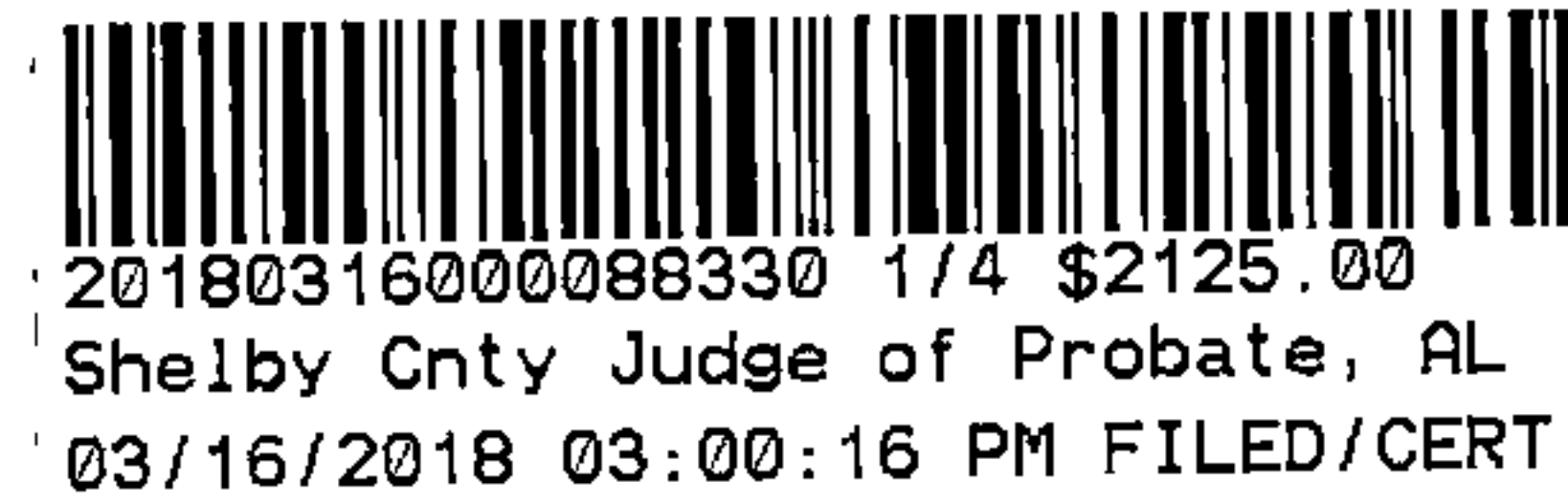


THIS INSTRUMENT PREPARED BY:

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(205) 254-1000



STATE OF ALABAMA)
SHELBY COUNTY AND
MONTGOMERY COUNTY)

NOTES TO JUDGE OF PROBATE:

1. THIS FIRST AMENDMENT AMENDS THAT CERTAIN MORTGAGE AND SECURITY AGREEMENT DATED JULY 23, 2010, EXECUTED BY THE MORTGAGOR IN FAVOR OF THE LENDER, RECORDED ON JULY 27, 2010 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA IN INSTRUMENT #20100727000239650, AND IN THE OFFICE OF THE JUDGE OF PROBATE OF MONTGOMERY COUNTY, ALABAMA IN RLPY 04062, PAGE 0545. THIS AMENDMENT LIKEWISE AMENDS THAT CERTAIN ASSIGNMENT OF RENTS AND LEASES DATED JULY 23, 2010, EXECUTED BY THE BORROWER IN FAVOR OF THE LENDER, RECORDED ON JULY 27, 2010 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA IN INSTRUMENT #20100727000239660 AND IN THE OFFICE OF THE JUDGE OF PROBATE OF MONTGOMERY COUNTY, ALABAMA IN RLPY 04062, PAGE 0564.
2. THIS DOCUMENT IS BEING RECORDED TO EVIDENCE THE ADVANCE OF AN ADDITIONAL \$1,400,000 LOAN TO BE SECURED BY THE ABOVE REFERENCED INSTRUMENTS.
3. 83% OF THE VALUE OF THE PROPERTY SECURED HEREBY IS ALLOCATED TO SHELBY COUNTY AND 17% OF THE PROPERTY IS ALLOCATED TO MONTGOMERY COUNTY.

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

THIS FIRST AMENDMENT TO MORTGAGE AND ASSIGNMENT OF RENTS AND LEASES (this "Amendment") is made as of March 1 , 2018 (the "Effective Date"), by **HARRELL & HALL PROPERTIES, L.L.C.**, an Alabama limited liability company (the "Mortgagor"), and **SERVISFIRST BANK**, a state banking corporation (the "Lender").

Recitals

A. The Lender has previously made a loan to the Mortgagor in the original principal amount of \$1,800,000 ("Loan A") as evidenced by that certain Promissory Note dated July 23, 2010 executed by the Borrower in favor of the Lender in said principal amount (as amended,

“Note A”) and supported by a guaranty agreement executed by Harrell & Hall Enterprises, Inc. (“HHE”) with respect to Loan A and Note A.

B. The Lender has also previously made a loan to HHE in the current maximum principal amount of \$4,000,000 (as amended, “Loan B”) as evidenced by that certain Promissory Note dated July 23, 2010 executed by HHE in favor of the Lender in said principal amount (as amended, “Note B”) and supported by a guaranty agreement executed by Mortgagor with respect to Loan B and Note B.

C. Simultaneous with the execution hereof, Lender has made a loan to HHE in the principal amount of \$1,400,000 (“Loan C”) as evidenced by that certain Promissory Note dated of even date herewith executed by HHE in favor of the Lender in said principal amount (“Note C”) and supported by a guaranty agreement executed by Mortgagor with respect to Loan C and Note C.

D. Loan A and Loan B are secured by, among other things, a lien on the Borrower’s interest in certain real estate located in both Shelby County, Alabama and Montgomery County, Alabama, pursuant to that certain Mortgage and Security Agreement dated July 23, 2010 and recorded in the Office of the Judge of Probate of Shelby County, Alabama in Instrument #20100727000239650 and in the Office of the Judge of Probate of Montgomery County, Alabama in RLPY 04062, Page 0545 (the “Mortgage”) and that certain Assignment of Rents and Leases dated July 23, 2010 and recorded in the Office of the Judge of Probate of Shelby County, Alabama in Instrument #20100727000239660 and in the Office of the Judge of Probate of Montgomery County, Alabama in RLPY 04062, Page 0564 (the “Assignment”).

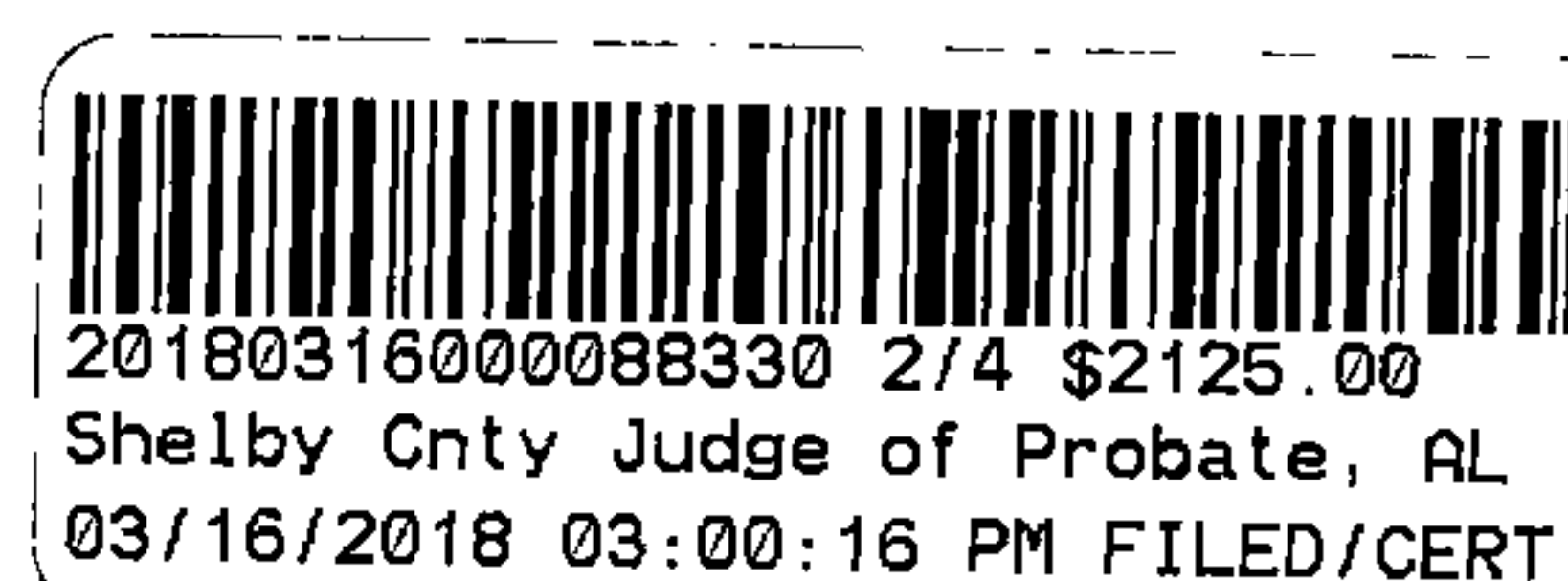
E. Borrower has requested that Loan C be secured by, among other things, the Mortgage and Assignment and Lender has agreed to such request.

Agreement

NOW, THEREFORE, in consideration of the premises and the mutual agreements set forth in this Amendment, effective as of the Effective Date, the Borrower and the Lender hereby agree as follows:

1. Capitalized terms used in this Amendment and not otherwise defined herein have the respective meanings attributed thereto in the Mortgage, as amended by this Amendment.
2. The second and third paragraphs on page 1 of the Mortgage are hereby deleted and replaced with the following:

“WHEREAS, Mortgagor and Harrell & Hall Enterprises, Inc., an Alabama corporation (individually and collectively hereinafter sometimes referred to for convenience as “Borrower”) are justly indebted to Lender for payment of (i) a loan in the principal sum of One Million Eight Hundred Thousand and no/100 Dollars (\$1,800,000) (“Loan A”) to Mortgagor, as evidenced by a promissory note dated July 23, 2010 payable by Mortgagor to Lender (as amended, “Note A”)



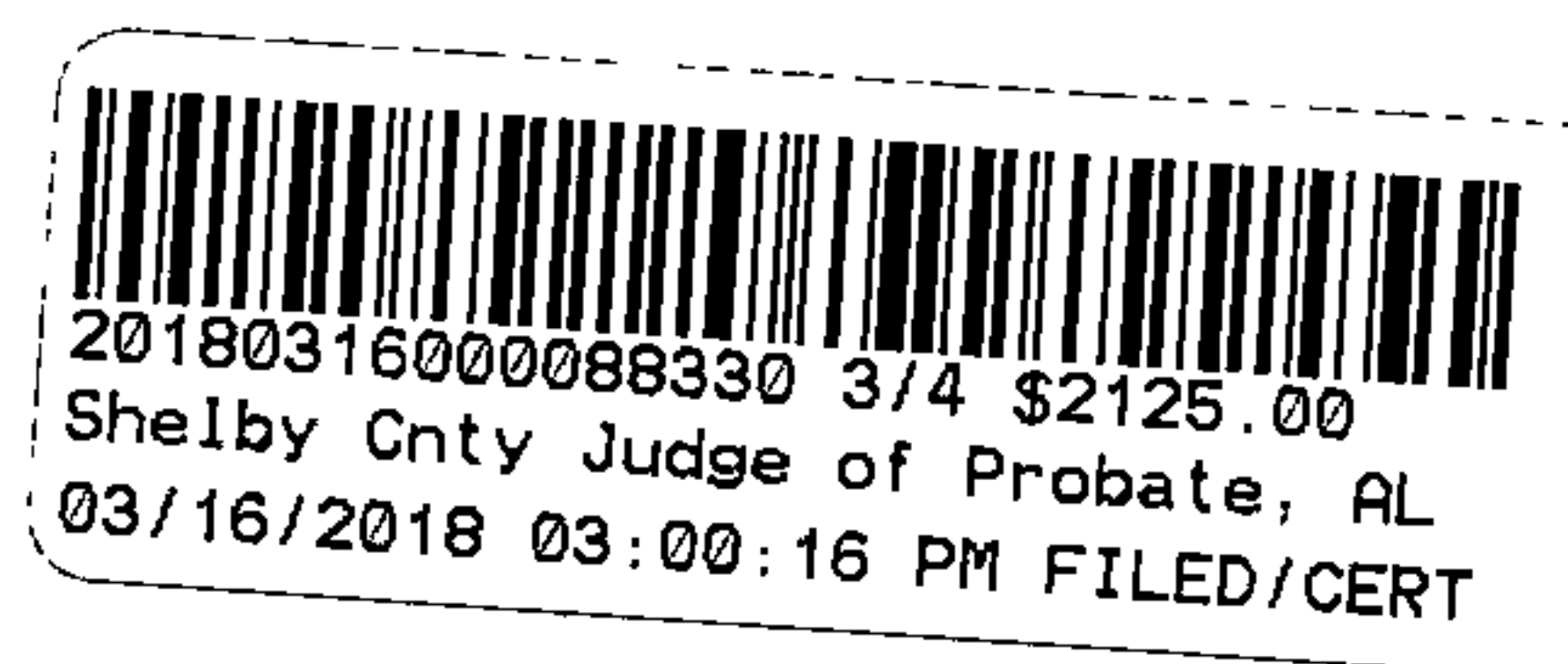
and supported by a guaranty agreement executed by Harrell & Hall Enterprises, Inc. with respect to Loan A and Note A, and (ii) a loan in the current maximum principal amount of Four Million and no/100 Dollars (\$4,000,000.00) (as amended, "Loan B") to Harrell & Hall Enterprises, Inc. as evidenced by a promissory note dated July 23, 2010 payable by Harrell & Hall Enterprises, Inc. to Lender (as amended, "Note B") and supported by a guaranty agreement executed by Mortgagor with respect to Loan B and Note B, and (iii) a loan in the principal amount of One Million Four Hundred Thousand and no/100 Dollars (\$1,400,000.00) ("Loan C") to Harrell & Hall Enterprises, Inc., as evidenced by a promissory Note dated March 1, 2018, payable by Harrell & Hall Enterprises, Inc. to Lender ("Note C") and supported by a guaranty agreement executed by Mortgagor with respect to Loan C and Note C; and

WHEREAS, the parties desire to secure the principal amount of Loan A, Loan B and Loan C (individually and collectively, the "Loan") and Note A, Note B and Note C (individually and collectively, the "Note") with interest, and all renewals, extensions and modifications thereof, and all refinancing or any part of the Note and any and all other additional indebtedness of Borrower to Lender now existing or hereafter arising, whether joint or several, due or to become due, absolute or contingent, direct or indirect, liquidated or unliquidated, and any renewals, extensions and modifications thereof, and whether incurred or given as maker, endorser, guarantor or otherwise (herein "Other Indebtedness")."

3. Except as specifically modified and amended hereby, the Mortgage shall remain in full force and effect in accordance with their respective terms.

4. Any provision of this Amendment or any other Loan Document referenced herein that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or thereof or affecting the validity or enforceability of such provision in any other jurisdiction.

[Signature(s) on following page(s)]



IN WITNESS WHEREOF, the undersigned has executed this Amendment or caused this Amendment to be executed in its name and on its behalf by its duly authorized representative, all as of the date first set forth above.

MORTGAGOR:

HARRELL & HALL PROPERTIES, L.L.C.,
an Alabama limited liability company

By: Charles D. Harrell

Name: Charles D. Harrell

Title: Member

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that Charles D. Harrell whose name as a Member of HARRELL & HALL PROPERTIES, L.L.C., 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, as such member 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 1st day of March, 2018.

Angela C. Mostafavi
Notary Public

AFFIX SEAL

My commission expires: _____

