

AMENDMENT OF ASSIGNMENTS RELATING TO EASEMENT AGREEMENT

THIS AMENDMENT OF ASSIGNMENTS RELATING TO EASEMENT AGREEMENTS (this "Amendment") made as of the 1st day of June, 2018, by **DESIGN RESOURCE CENTER, LLC**, an Alabama limited liability company (the "DRC") in favor of **ORANGE DIAMOND, LLC**, an Alabama limited liability company ("Orange").

RECITALS:

- A. Resource Management Service, Inc., an Alabama corporation ("RMS") previously owned Lot 2-B ("Lot 2-B") and Lot 3-A ("Lot 3-A") according to the map of Resource Center recorded in Map Book 24, Page 118 in the Office of the Judge of Probate of Shelby County, Alabama together with other property shown on said subdivision map (the "Subdivision").
- B. Pursuant to an Easement Agreement dated March 12, 1999, recorded as Instrument No. 1999-13441 in the Office of the Judge of Probate of Shelby County, Alabama, as corrected by a Scrivener's Affidavit dated August 31, 2004, recorded as Instrument No. 20040914000511630 in said Office (as so corrected, the "Easement Agreement"), Resource Management Service, Inc. and its successor and assigns ("RMS") obtained from Southmark Properties, LLC, an Alabama limited liability company, Interstate Restaurant Investors, L.L.P., an Alabama limited liability partnership, and Frank C. Ellis, Jr., as owner of Lot 1-A in the Subdivision (collectively, the "Lot 1-A Owner"), as easement for signage as described in the Easement Agreement (the "Signage") on a part of Lots 1-A as described in the Easement Agreement.
- C. Pursuant to an Assignment of Easement dated September 10, 2004, recorded as Instrument No. 20040914000511640 in the Office of the Judge of Probate of Shelby County, Alabama (the "First Assignment"), RMS conveyed to Hollis/LAH, LLC, an Alabama limited liability company ("Hollis"), as the owner of Lot 2-B, all of RMS's rights in and to the Easement Agreement.
- D. Pursuant to an Assignment of Easement Rights dated September 10, 2004, recorded as Instrument No. 20040914000511660 in the Office of the Judge of Probate of Shelby County, Alabama (the "Second Assignment"), Hollis conveyed to SouthTrust Bank, an Alabama banking corporation ("SouthTrust"), as owner of Lot 2-B, all of Hollis' right, title and interest in and to the Easement Agreement, subject to and reserving certain Lot 3-A Rights (as defined therein) (the "Lot 3-A Rights").

- E. Pursuant to an Assignment of Rights to Use Easement dated September 10, 2004, recorded as Instrument No. 20040914000511650, in the Office of the Judge of Probate of Shelby County, Alabama (the "Third Assignment"), Hollis conveyed to Resource, L.L.C., as owner of Lot 3-A, the Lot 3-A Rights.
- F. Pursuant to a Statutory Warranty Deed dated May 10, 2005, recorded as Instrument No. 20050523000248200, in the Office of the Judge of Probate of Shelby County, Alabama, Resource, L.L.C. conveyed Lot 3-A to DRC and as successor to Resource, L.L.C., DRC is the owner of the Lot 3-A Rights.
- G. Pursuant to a Statutory Warranty Deed dated December 30, 2010, recorded as Instrument No. 20110105000001600, in the Office of the Judge of Probate of Shelby County, Alabama, Wells Fargo Bank, National Association, as successor-by-merger to SouthTrust, conveyed Lot 2-B and all of its right, title and interest in and to the Easement Agreement, First Assignment and Second Assignment (the "Easement Agreements") to Pate Montgomery, LLC ("Pate Montgomery").
- H. Pursuant to a Special Warranty Deed dated March 30, 2018, recorded as Instrument No. 20180403000109690, in the Office of the Judge of Probate of Shelby County, Alabama, Pate Montgomery conveyed Lot 2-B to Orange.
- I. Pursuant to an Assignment of Easement Agreements dated March 30, 2018, recorded as Instrument No. 20180403000109680, in the Office of the Judge of Probate of Shelby County, Alabama, Pate Montgomery assigned and conveyed to Orange, all right, title and interest in and to the Easement Agreements, subject only to the Lot 3-A Rights.
- J. Orange as the fee simple owner of Lot 2-B and the lawful owner and holder of all right, title and interest in and to the easements set forth in the Easement Agreements, excepting the Lot 3-A Rights (together with its successors and assigns, "Lot 2-B Owner") and DRC as the fee simple owner of Lot 3-A and the lawful owner and holder of all right, title and interest in and to the Lot 3-A Rights (together with its successors and assigns, "Lot 3-B Owner"), desire to amend certain provisions of the Second Assignment and Third Assignment, as more particularly set forth herein.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants and agreements hereinafter made, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DRC and Orange hereby agree as follows:

1. Representations and Warranties of DRC. DRC represents, warrants and covenants that it is the fee simple owner of Lot 3-A and the lawful owner and holder of all right, title and interest in and to the Lot 3-A Rights.

2. Representations and Warranties of Orange. Orange represents, warrants and covenants that it is the fee simple owner of Lot 2-B and the lawful owner and holder of all right, title and interest in and to the easement created and described in the Easements Agreements and the Easements Agreements, excepting the Lot 3-A Rights.

3. Amendment to Second Assignment and Third Assignment. Exhibit B attached to the Second Assignment and Exhibit B attached to the Third Assignment are hereby deleted in their entirety and Exhibit B attached hereto and incorporated herein by reference is substituted in lieu thereof. Further, Sections 2, 3 and 4 of the Second Assignment and Sections 2, 4 and 5 of the Third Assignment are hereby deleted in their entirety and the following is substituted in lieu thereof:

Lot 2-B Owner and Lot 3-A Owner acknowledge and agree that Lot 2-B Owner is the lawful owner and holder of the Signage and that subject to applicable laws, ordinances and regulations, the Signage shall be modified by Lot 2-B Owner, at its expense, in order to appear substantially as set forth in Exhibit B. Lot 3-A Owner shall have the right to use the panel area identified on Exhibit B as "Lot 3A" for up to no more than four (4) panels (the "Lot 3-A Rights"). The owner of the Lot 3-A Rights will be responsible for all cost related to the installation, maintenance and replacement from time to time of its panel(s) and shall be responsible for reimbursing Lot 2-B Owner, within fifteen (15) days after written invoice, for one-half of the reasonable and actual costs of utilities for operation of the Signage, landscape maintenance within the Easement Property and general Signage maintenance, repairs and restoration incurred by Lot 2-B Owner ("Lot 3-A Share of Costs"). The owner of Lot 3-A Rights shall maintain its panels in good condition and repair. Lot 2-B Owner shall be solely responsible for maintenance of its panel(s) which will be located within the panel area identified as "Lot 2B" on Exhibit B. Lot 2-B Owner will also be responsible for performing landscape maintenance within the Easement Property, general Signage maintenance, repairs and replacement and paying the costs of utilities for the operation of the Signage and will invoice the Owner of the Lot 3-A Rights for the Lot 3-A Share of Costs, which invoice will include supporting invoices from providers of services or products for the same. In the event that the Owner of the Lot 3-A Rights fails to properly maintain its panels within fifteen (15) days after written notice thereof from Lot 2-B Owner, Lot 2-B Owner shall have the right, but not the obligation, to cure such failure and shall be entitled to collect from the Owner of the Lot 3-A Rights, all costs associated with such failure, including reasonable attorneys' fees and interest on the delinquent amount at the highest rate permitted by applicable law. In the event the Owner of the Lot 3-A Rights fails to timely pay the Lot 3-A Share of Costs, Lot 2-B Owner shall be entitled to collect from the Owner of the Lots 3-A Rights, the Lot 3-A Share of Costs and all costs associated with such failure, including reasonable attorneys' fees and interest on the delinquent amount at the highest rate permitted by applicable law. Written notices to the Owner of Lot 3-A Rights shall be deemed given upon delivery to any record owner of any interest in Lot 3-A. Unless terminated as provided herein or unless the Easement is otherwise terminated, the Lot 3-A Rights will remain in effect in perpetuity or if any statute or provision of law would prevent the

validity of such a perpetual right, then for a period of 99 years from the date of the Third Assignment and shall run with the land with respect to Lot 3-A. Lot 2-B Owner retains the right, at its sole cost and expense, to modify or replace the Signage in its discretion provided that the Owner of Lots 3-A Rights is provided one-half of the panel area as located on the bottom or side furthest from Highway 280, as determined by Lot 2-B Owner, of any modified or replacement Signage. The Owner of the Lot 3-A Rights shall only use its panels to display the name, logo, trade name, trademark or service mark of any business open and operating on a lot within the Subdivision which does not compete with any business located on Lot 3-A. The Owner of Lot 3-A Rights shall not permit, suffer or allow any offensive or obnoxious language or material to be displayed on its panels. The use of its panels by the Owner of Lot 3-A Rights shall, at all times, be subject to compliance with all applicable laws.

All notices, demands and requests which may be given or which are required to be given by either party to the other, and any exercise of a right of termination provided herein, shall be in writing and shall be deemed effective when received. For purposes of this hereof, said notices, demands and requests shall be deemed received (i) when personally delivered to the address of the party to receive such notice as set forth below, (ii) two (2) days after deposit in any post office or mail receptacle regularly maintained by the United States Government, certified or registered mail, return receipt requested, postage prepaid, (iii) one (1) day after deposit with a nationally-recognized overnight courier service, addressed to the address of the party to receive such notice as set forth below, or such other place as such party may from time to time designate by written notice to the other. The notice address of Lot 2-B Owner is Orange Diamond, LLC, 1200 Corporate Drive, Suite G-50, Birmingham, Alabama 35242, Attention: Jason Price and the notice address of the Owner of Lots 3-A Rights is Design Resource Center, LLC, P.O. Box 43565, Birmingham, Alabama 35243.

4. Miscellaneous.

a. In the event of any inconsistency between this Amendment and the terms of the Second Assignment and Third Assignment, the terms set forth in this Amendment shall govern and control. Except as expressly amended hereby, Second Assignment and Third Assignment shall be and remain in full force and effect as of the date thereof. Unless specifically defined herein or the context requires otherwise, all capitalized terms used herein shall have the meaning ascribed to them in the Second Assignment and Third Assignment.

b. This Amendment may be executed in one or more counterparts, which shall be construed together as one document.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the day and year first written above.

DESIGN RESOURCE CENTER, LLC,
an Alabama limited liability company

By: *Isaac David*
Isaac David, Member

STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)

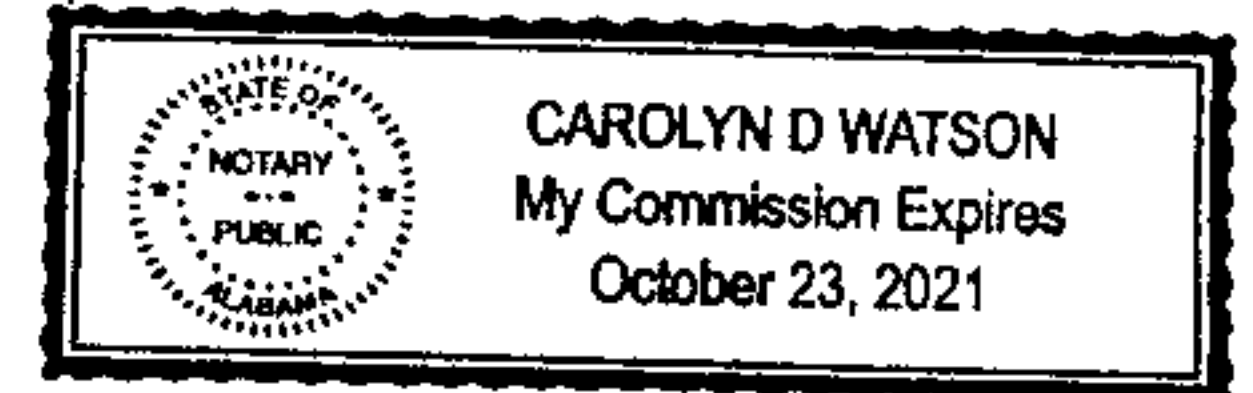
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Isaac David whose name as Member of DESIGN RESOUCCE CENTER, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me this day that, being informed of the contents of such instrument, he, as such officer, and will full authority, executed the same voluntarily and as for act of said company.

Given under my hand and seal, this 31st day of May, 2018.

[SEAL]

Carolyn D Watson
NOTARY PUBLIC

My Commission Expires: _____



20180612000206990 6/7 \$33.00
Shelby Cnty Judge of Probate, AL
06/12/2018 08:49:20 AM FILED/CERT

ORANGE DIAMOND, LLC,
an Alabama limited liability company

By:

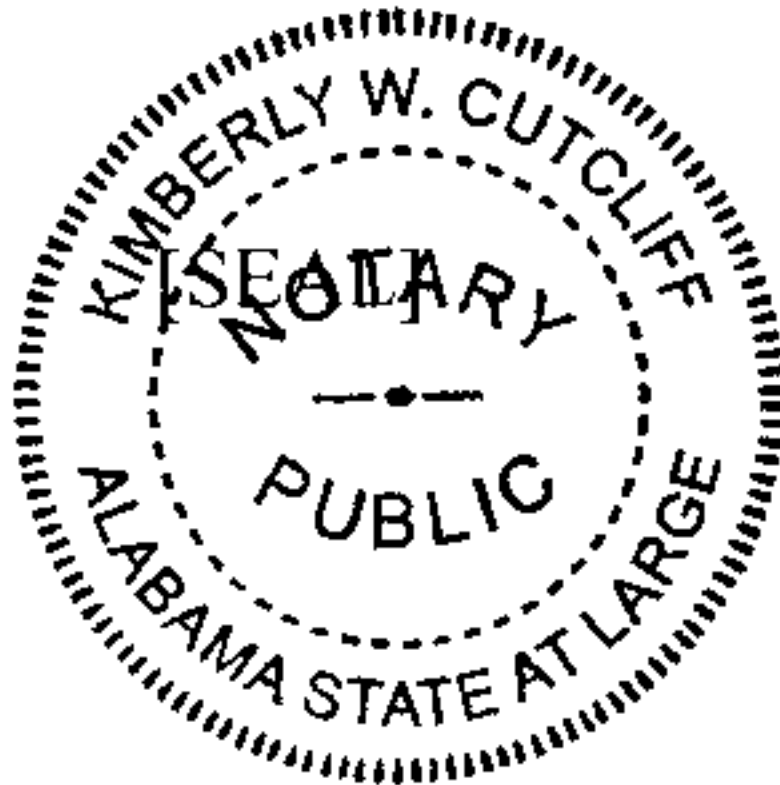
R. Jason Price, Manager

STATE OF ALABAMA)

COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that R. Jason Price whose name as Manager of ORANGE DIAMOND, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me this day that, being informed of the contents of such instrument, he, s such officer, and will full authority, executed the same voluntarily and as for act of said company.

Given under my hand and seal, this 1st day of June, 2018.



Kimberly W. Cutcliff
NOTARY PUBLIC

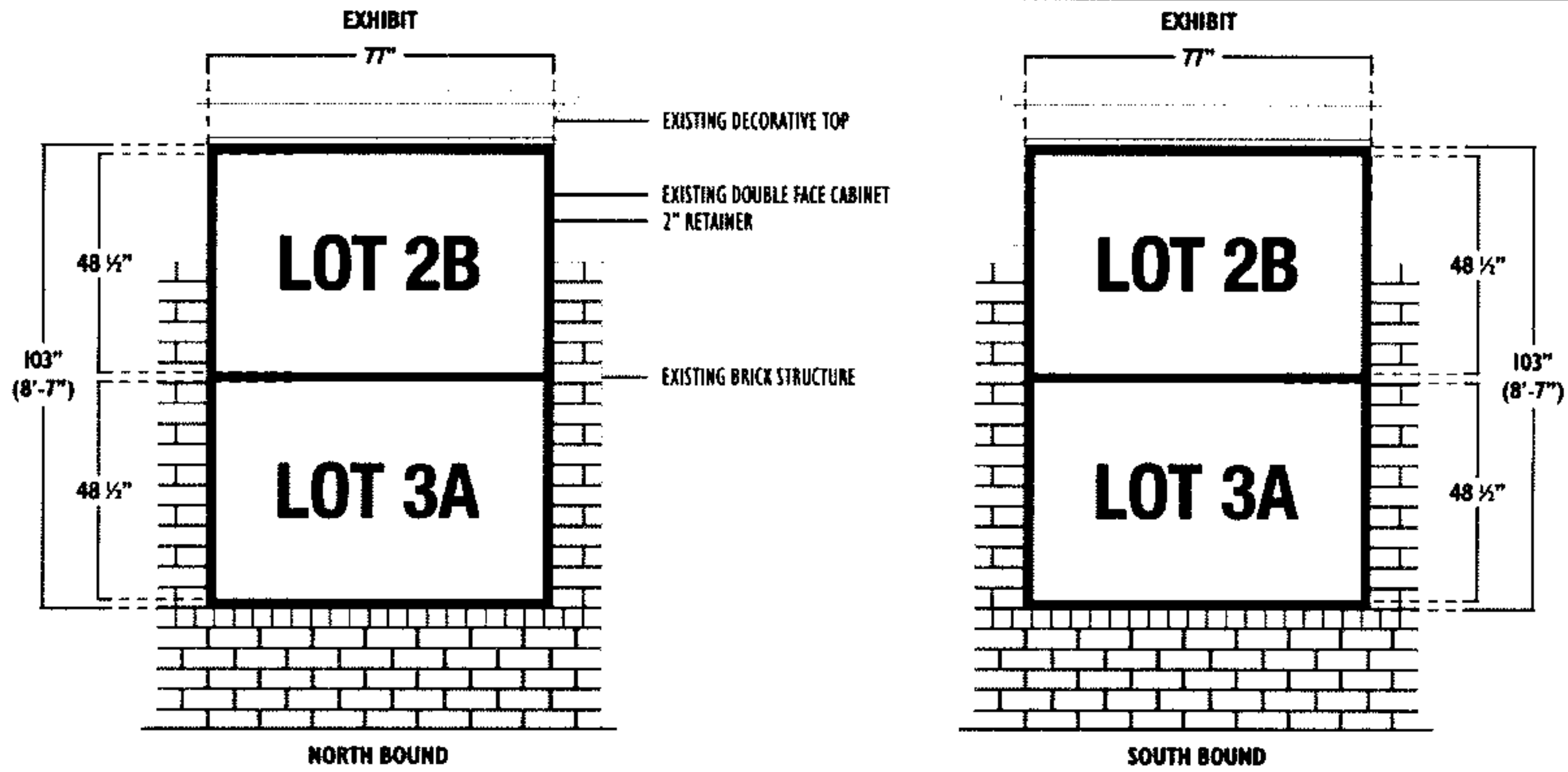
My Commission Expires: 3/30/19

KIMBERLY W. CUTCLIFF
Notary Public, Alabama State At Large
My Commission Expires March 30, 2019



20180612000206990 7/7 \$33.00
Shelby Cnty Judge of Probate, AL
06/12/2018 08:49:20 AM FILED/CERT

EXHIBIT B SIGN



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ORANGE DEVELOPMENT
BIRMINGHAM, ALABAMA

5003-A WHITLING DRIVE
PELHAM, ALABAMA 35124

drawings\OrangeDevelopment BirminghamAL RevisionOne.cdr

1 OF 1



MAY 9, 2018
MARK WILLIAMS

OFFICE 205 664-0955
FAX 205 664-4409



DRAWING REPRESENTS ACTUAL SIGN TO BE PRODUCED. ERRORS NOT CORRECTED WILL BE INCLUDED ON FINAL PRODUCT.

SIGNATURE _____

DATE _____

