

FIRST ADDENDUM TO LEASE AGREEMENT

THIS FIRST ADDENDUM TO LEASE AGREEMENT (the "Addendum,") is made and entered into effective as of this the 3rd day of October 2018 by and between GOOCH DEVELOPMENT, LLC, an Alabama limited liability company (the "Landlord,") and GOOCH FAMILY DENTAL, LLC, an Alabama limited liability company (the "Tenant,").

Landlord and Tenant are parties to that certain Lease Agreement dated as of the 1st day of July 2018 (the "Lease,,"), which Lease is incorporated herein by this reference.

Notwithstanding anything in the Lease to the contrary:

1. Landlord is: GOOCH DEVELOPMENT, LLC, an Alabama limited liability company
2. Tenant is: GOOCH FAMILY DENTAL, LLC, an Alabama limited liability company
3. Project Property. The property being leased by Landlord to Tenant, and from Landlord by Tenant, is all of the real estate and improvements commonly known as 6807 Tattersall Way, Birmingham, Alabama 35242, as more fully described on the attached Exhibit "A," (legal description) (the "Project Property,,").
4. Term. Provided Tenant is not then in default, Tenant is hereby granted an option to renew the Lease for three (3) additional terms of five (5) year(s) each, upon expiration of the initial term, and any subsequent terms, of the Lease. Accordingly, the term of the Lease, including any options to renew exercisable by Tenant, is at least twenty (20) years from the date of funding of that certain U.S. Small Business Administration Loan No. 96546250-00 (the "504 Loan,,").
5. Rent. During the term of this Lease, Tenant agrees to pay rent to Landlord on or before the first day of each month, in advance, without demand, to and at the address of Landlord as set forth herein. The rent payable by Tenant under this Lease is limited to and calculated as follows:
 - a. Debt service payable to SERVISFIRST BANK in connection with its loan(s) to Landlord, as the same may be refinanced from time to time; and
 - b. Debt service payable to BIRMINGHAM CITY WIDE LOCAL DEVELOPMENT COMPANY ("CDC,,"), and the U.S. Small Business Administration in connection with the 504 Loan; and
 - c. Real estate and rental taxes, association fees/dues, utilities, insurance and reasonable repair/replacement reserves unless Tenant, in accordance with Paragraph 4 of this Lease, is paying any or all of such items directly.

Rent for any period during the term of this Lease that is for less than one (1) month shall be a pro rata portion of the monthly installment of rent. If Tenant fails to pay any installment of rent by the tenth (10th) day of the month in which such installment is due, a late charge of Fifty Dollars (\$50.00) shall accrue and be due and payable for such late payment.

6. Taxes, Utilities, Insurance and Reserves. If checked below, Tenant (and not Landlord) shall pay the following items:

XX a. Taxes and Governmental Assessments. Any and all real property taxes and other governmental assessments against the Project Property, whether or not such taxes and assessments increase during the term of this Lease;

XX b. Association Fees/Dues. Any and all fees, dues and other assessments against the Project Property because of its inclusion in a condominium regime, a business/industrial park, or other landowners' association;

XX c. Utility and Janitorial Charges. Any and all utility charges, including gas, water, electricity, sewer and telephone, which may be levied, assessed or imposed upon the Project Property, and Tenant will provide janitorial services to the Project Property.

XX d. Insurance. Tenant shall maintain, during the term of this Lease, adequate hazard insurance policies (broad form coverage), including, without limitation, fire, arson, lightning and extended coverage, and coverage with respect to vandalism and malicious mischief and such other hazards as may be deemed appropriate by Landlord in its sole discretion, for the full replacement cost of the Project Property or, if not available, the maximum insurable value. Hazard insurance shall name Landlord as an insured. Each such hazard insurance policy shall contain provisions that: (1) the policy cannot be terminated or canceled by any party without a minimum of ten (10) days' written notice to Landlord, and (2) should loss be caused by or on behalf of Tenant, the insurer shall not be relieved of liability to pay Landlord unless said loss was caused by Landlord. If, as a result of Tenant's use or occupancy of any portion of the Project Property, Landlord is charged any increase in premiums on insurance separately carried by Landlord, Tenant shall promptly pay on demand the amount of such increase.

XX e. Repairs and Replacements. Any and all expenses of keeping the interior and exterior of the Project Property (including roof, exterior walls and structural foundations) in good repair, order, and condition, and Tenant shall deliver the Project Property to Landlord at the end of the term of this Lease in the same condition as at the start of this Lease, ordinary wear and tear excepted. Tenant acknowledges that the Project Property is in good order and repair unless Tenant has given notice otherwise to Landlord within ten (10) days of Tenant's taking possession of the Project Property.

Regardless of whether subparagraph a. is checked above, Tenant shall pay any and all personal property taxes that may be assessed upon Tenant's property located in the Project Property.

7. Tenant's Liability Insurance. Landlord shall not be liable for liability or damage claims for injury to persons or property from any cause whatsoever relating to the occupancy of the Project Property by Tenant, including those arising out of damages or losses occurring in parking lots and other areas adjacent to the Project Property. Tenant agrees to procure and maintain a comprehensive general liability policy or policies of insurance, at its own cost and

expense, insuring Landlord and Tenant, from all claims, demands, or actions for, injury to, or death of any one person in an amount of not less than \$100,000.00, and for injury to, or death of more than one person in any one accident in an amount of not less than \$300,000.00, and for damage to property in an amount of not less than \$25,000.00, made by or on behalf of any person or entity arising from, relating to, or connected with the conduct and operation of any business in the Project Property. A copy of Tenant's insurance policy will be furnished to Landlord upon Landlord's request. Tenant will indemnify and save harmless Landlord from any and all liability, attorneys' fees, damages, expenses, costs of action, suits, claims, or judgments arising from injuries to person or property on the Project Property.

8. Tenant's Personal Property and Fixtures. All personal property and fixtures of the Tenant in the Project Property shall be at the sole risk of Tenant. Landlord shall not be liable for any accident or damage to property of Tenant resulting from the use of heating, cooling, electrical or plumbing apparatus. Landlord shall not, in any event, be liable for damage to Tenant's property resulting from water, steam or other causes. Tenant hereby expressly releases Landlord from any and all liability incurred or claimed by reason of damage to Tenant's personal property and fixtures.
9. Subletting. Landlord and Tenant shall not enter into any leases with third parties for any portion of the Project Property without the prior approval of BIRMINGHAM CITY WIDE LOCAL DEVELOPMENT COMPANY and/or SBA and unless such leases either are subleases from Tenant or will be converted to subleases from Tenant and expressly subject to the Lease.
10. Subordination. The Lease is and shall be subordinate to any deed of trust, mortgage or trust indenture now or hereafter placed on the Project Property, including but not limited to the deed of trust, mortgage or trust indenture securing the 504 Loan.
11. Compliance with Code. Tenant agrees to comply with any applicable condominium or office/industrial park documents and rules and regulations. Tenant's failure to comply with such documents or rules and regulations will be a default under the Lease and the condominium or office/industrial park has the power to terminate the Lease or to bring summary proceedings to evict Tenant in the name of Landlord.
12. Assignment. In the event that any assignee of the Lease, including but not limited to SERVISFIRST BANK and/or CDC and SBA, enforces its remedies provided for by law or by an assignment of the Lease, Tenant will, upon request of any person or entity succeeding to the interest of Landlord as a result of such enforcement, automatically become the tenant of such successor-in-interest, without change in the terms or other provisions of the Lease; provided, however, that the successor-in-interest shall not be bound by (a) any payment of rent or additional rent for more than one (1) month in advance, except prepayments in the nature of security for the performance by Tenant of its obligations under the Lease if such assignee or successor-in-interest has acknowledged in writing actual receipt of such prepayments; or (b) any amendment or modification of the Lease made without the consent of such assignee or successor-in-interest. Tenant also agrees, upon request by the assignee or successor-in-interest, to execute and deliver a document(s) confirming such attornment.

13. Severability. Landlord and Tenant intend and believe that each provision in the Lease is in accordance with all applicable local, state and federal laws and judicial decisions. However, if any provision or provisions, or if any portion of any provision or provisions, in this Lease is or are ultimately determined by a court of law to be in violation of any local, state or federal ordinance, statute, law, administrative or judicial decision, or public policy, and if such court shall declare such portion, provision or provisions of this Lease to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent both of Landlord and Tenant that such portion, provision or provisions shall be given force to the fullest possible extent that they are legal, valid and enforceable, that the remainder of this Lease shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion, provision or provisions were not contained herein, and that the rights, obligations and interests of Landlord and Tenant under the remainder of this Lease shall continue in full force and effect.
14. Entire Agreement. The Lease, along with all modifications, amendments and addendums, contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all other agreements or understandings, oral or written, between the parties hereto with respect to the subject matter hereof. The Lease may not be amended orally, but only by an agreement in writing signed by the parties hereto.
15. Amendment. If the stipulations as set forth herein conflict with any of the provisions of Lease, the terms of this Addendum shall control and shall be deemed to be expressly incorporated within the Lease by this reference. Exhibits referenced in this Addendum are hereby made a part of the Lease.

[SIGNATURES AND ACKNOWLEDGEMENTS CONTAINED ON FOLLOWING PAGE.]

[SIGNATURE PAGE TO FIRST ADDENDUM TO LEASE AGREEMENT]

IN WITNESS WHEREOF, the undersigned hereby have set their hand and seal to this Addendum on this the 10 day of April 2019, effective as of the date and time set forth hereinabove, page one (1).

LANDLORD:

GOOCH DEVELOPMENT, LLC

BY: [Signature]
Gregory Burton Gooch,
Its Sole Member

TENANT:

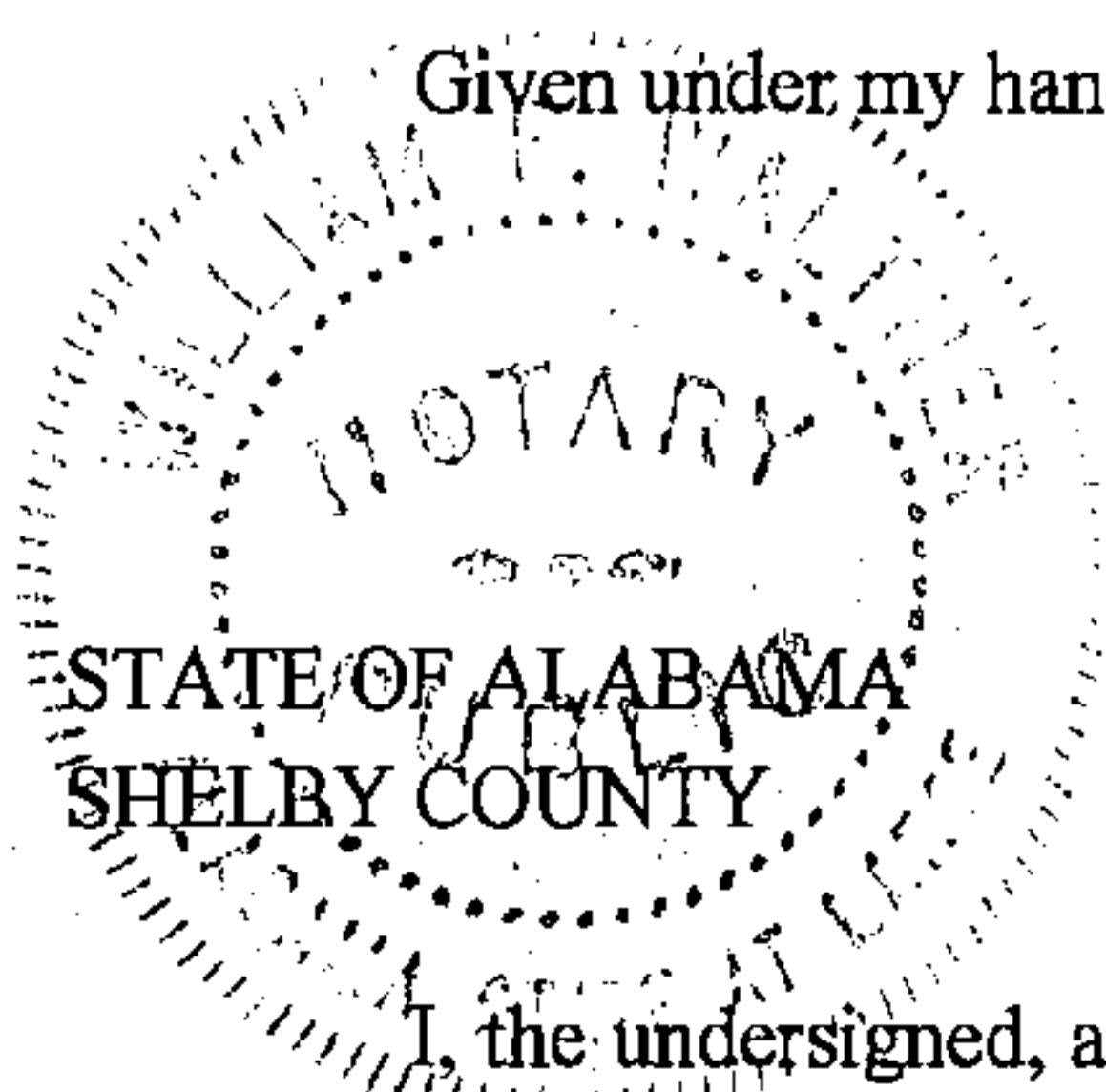
GOOCH FAMILY DENTAL, LLC

BY: [Signature]
Gregory Burton Gooch,
Its Sole Member

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Gregory Burton Gooch whose name as Sole Member of GOOCH DEVELOPMENT, 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, as such member, and with full authority, executed the same voluntarily, as an act of said limited liability company, acting in its capacity as aforesaid.

Given under my hand and official seal, this the 10 day of April, 2019.



[Signature]
NOTARY PUBLIC
My Commission Expires: 11/1/20

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Gregory Burton Gooch, whose name as Sole Member of GOOCH FAMILY DENTAL, 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, as such member, and with full authority, executed the same voluntarily, as an act of said limited liability company, acting in its capacity as aforesaid.

Given under my hand and official seal, this the 10 day of April, 2019.

[Signature]
NOTARY PUBLIC
My Commission Expires: 11/1/20

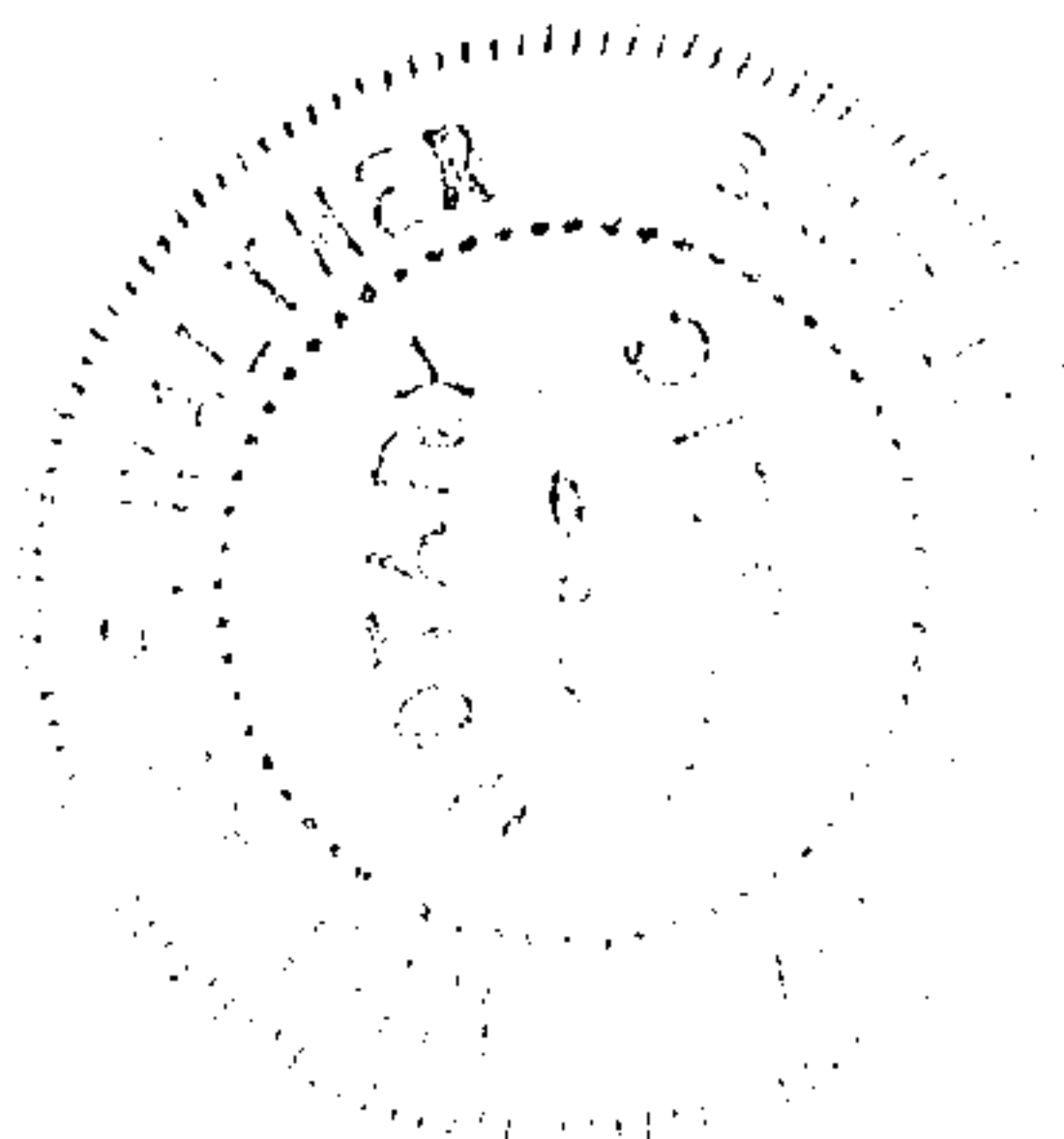


EXHIBIT "A"

Lot 2-B, according to the Survey of Tattersall Park Resurvey No. 1, as recorded in Map Book 48, page 8, in the Office of the Judge of Probate of Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
04/16/2019 01:04:11 PM
\$30.00 CHERRY
20190416000123930

Alli S. Bayl