


WHEN RECORDED, RETURN TO:

Travis Schwaer, Esq.
RED CAPITAL GROUP, LLC
1717 Main Street, Suite 900
Dallas, TX 75201



20150406000107520 1/9 \$4538.00
Shelby Cnty Judge of Probate, AL
04/06/2015 10:43:27 AM FILED/CERT

FIRST AMENDMENT TO MORTGAGE (WITH ASSIGNMENT OF LEASES AND
RENTS, SECURITY AGREEMENT AND FIXTURE FILING)

MADE BY

STV ONE NINETEEN SENIOR LIVING, LLC,
a Delaware limited liability company
as "Borrower"

to

RED WAREHOUSE I, LLC,
a Delaware limited liability company
as "Lender"

**FIRST AMENDMENT TO MORTGAGE (WITH ASSIGNMENT OF LEASES AND
RENTS, SECURITY AGREEMENT AND FIXTURE FILING)**

THIS FIRST AMENDMENT TO MORTGAGE (WITH ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING) (this "**Amendment**") is made as of March 31, 2015, by STV ONE NINETEEN SENIOR LIVING, LLC, a Delaware limited liability company (together with its successors and permitted assigns, "**Borrower**"), whose mailing address is 1200 Corporate Drive, Suite 225, Birmingham, Alabama 34242, in favor of RED WAREHOUSE I, LLC, a Delaware limited liability company, its successors and assigns (collectively, "**Lender**"), whose mailing address is 1717 Main Street, Suite 900, Dallas, TX 75201.

RECITALS

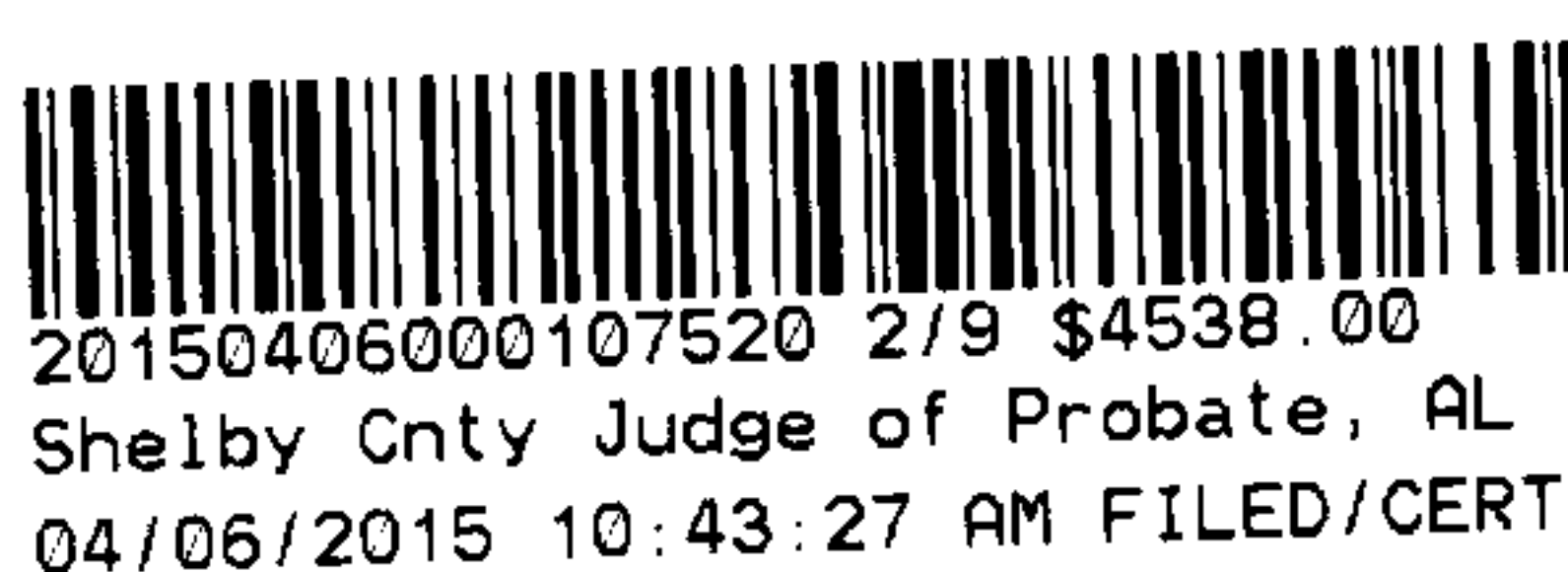
A. Pursuant to that certain Loan and Security Agreement between Borrower and Lender dated as of December 30, 2013 (as amended, renewed, restated or replaced from time to time, the "**Loan Agreement**"), Lender made a loan (the "**Loan**") to Borrower in the original principal amount of \$25,000,000.00 the proceeds of which were used, among other things, recapitalize a 199 unit independent living, assisted living and memory care community located at 200 One Nineteen Boulevard, Hoover, Alabama and commonly known as "Somerby at St. Vincent's One Nineteen," more particularly described in Exhibit A hereto. The Loan is secured by, among other things, that certain Mortgage (With Assignment of Leases and Rents, Security Agreement and Fixture Filing) dated as of December 30, 2013 made by Borrower for the benefit of Lender and recorded on December 30, 2013 in the Probate Office of Shelby County, Alabama as Instrument No. 20131230000496550 (the "**Mortgage**").

B. Concurrently herewith, Borrower, Guarantor (as defined in the Loan Agreement) and Lender are entering into a certain Loan Modification and First Amendment to Loan Agreement and Other Loan Documents of even date herewith (the "**Loan Amendment**"), pursuant to which Lender has agreed to, among other things, increase the amount of the Loan by \$3,000,000.00 (so that the Loan will be in the amount of \$28,000,000.00) and to further amend the Loan Agreement and the other Loan Documents as provided in the Loan Amendment. The terms and provisions of the Loan Amendment are hereby incorporated by reference in this Amendment.

C. Lender and Borrower wish to amend certain terms of the Mortgage to reflect the terms of the Loan Agreement as amended by the Loan Amendment (as so amended, and as it may hereafter be amended, restated or replaced, the "**Amended Loan Agreement**").

AGREEMENTS

NOW THEREFORE, Borrower and Lender hereby agree as follows:



1. Unless otherwise defined herein or in the Mortgage, all capitalized terms used in this Amendment and in the Mortgage shall have the meanings ascribed to them in the Amended Loan Agreement.

2. Any reference in the Mortgage to “**Loan Agreement**” shall mean the Amended Loan Agreement, as such term is defined herein.

3. All references in the Mortgage to the “**Loan**” shall mean the Loan as amended by the Loan Amendment.

4. All references in the Mortgage to the “**Loan Documents**” or a specific “**Loan Document**” shall mean the Loan Documents or such specific Loan Document as amended by the Loan Amendment.

5. All references in the Mortgage to the “**Note**” shall mean that certain Amended and Restated Note executed by Borrower of even date herewith, in the original principal amount of \$28,000,000.00.

6. The Mortgage shall remain in full force and effect in accordance with its terms as amended by this Amendment.

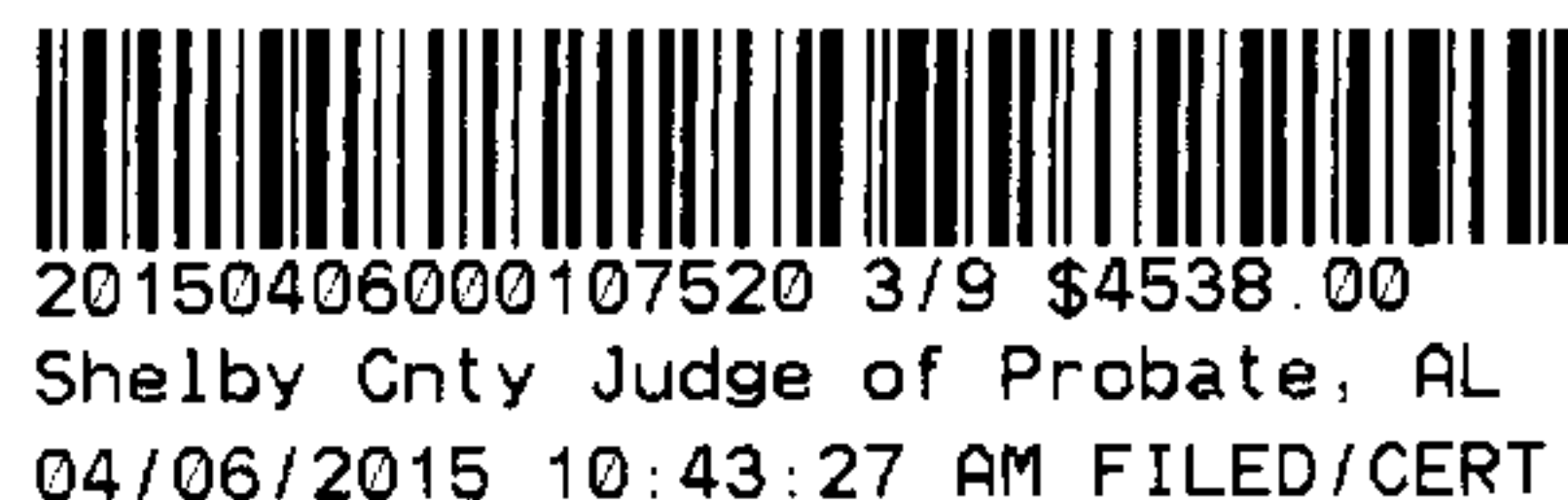
7. Borrower expressly reaffirms and ratifies its continuing obligations under the Mortgage, as amended hereby, and agrees that no part of the foregoing amendments or modifications shall have the effect of releasing, relieving or diminishing any obligations under the Mortgage.

8. All of the property described in the Mortgage shall remain and continue in all respects to be subject to the Mortgage, and nothing in this Amendment, or done pursuant to this Amendment, the Loan Amendment or any other documents executed in connection therewith, shall affect or be construed to affect the lien of the Mortgage or the priority thereof as to such property. Borrower further acknowledges, agrees and reaffirms that the Mortgage retains the priority on the property encumbered by the Mortgage as required by the Mortgage.

9. This Amendment may be executed in or more counterparts, which, taken together, shall constitute one and the same instrument.

10. This Amendment shall be governed by and construed in accordance with the provisions of Section 5.09 of the Mortgage, which is hereby incorporated by reference as a part of this Amendment with the same force and effect as if set fully set forth herein.

[Remainder of page intentionally blank.]



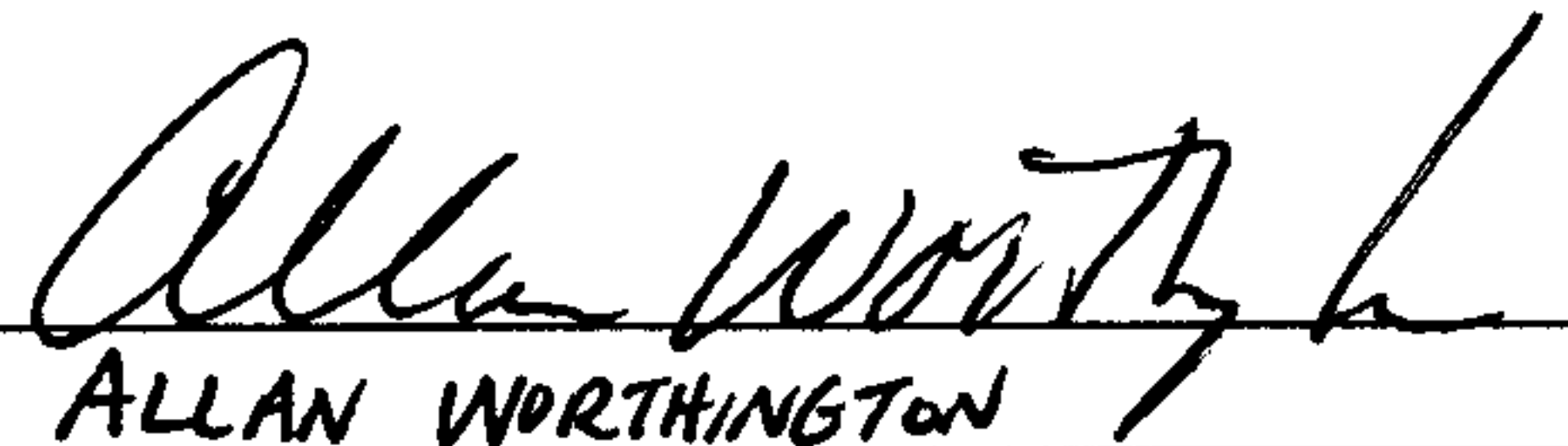
IN WITNESS WHEREOF, Borrower and Lender have executed this Amendment as of the date first above written.

BORROWER:

STV ONE NINETEEN SENIOR LIVING, LLC, a Delaware limited liability company

By: STV One Nineteen Senior Living Mezzanine Borrower, LLC, a Delaware limited liability company


By: Dominion Partners, LLC, an Alabama limited liability company, its Manager

By: 
Name: ALLAN WORTHINGTON
Title: AUTHORIZED AGENT

LENDER:

RED WAREHOUSE I, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____


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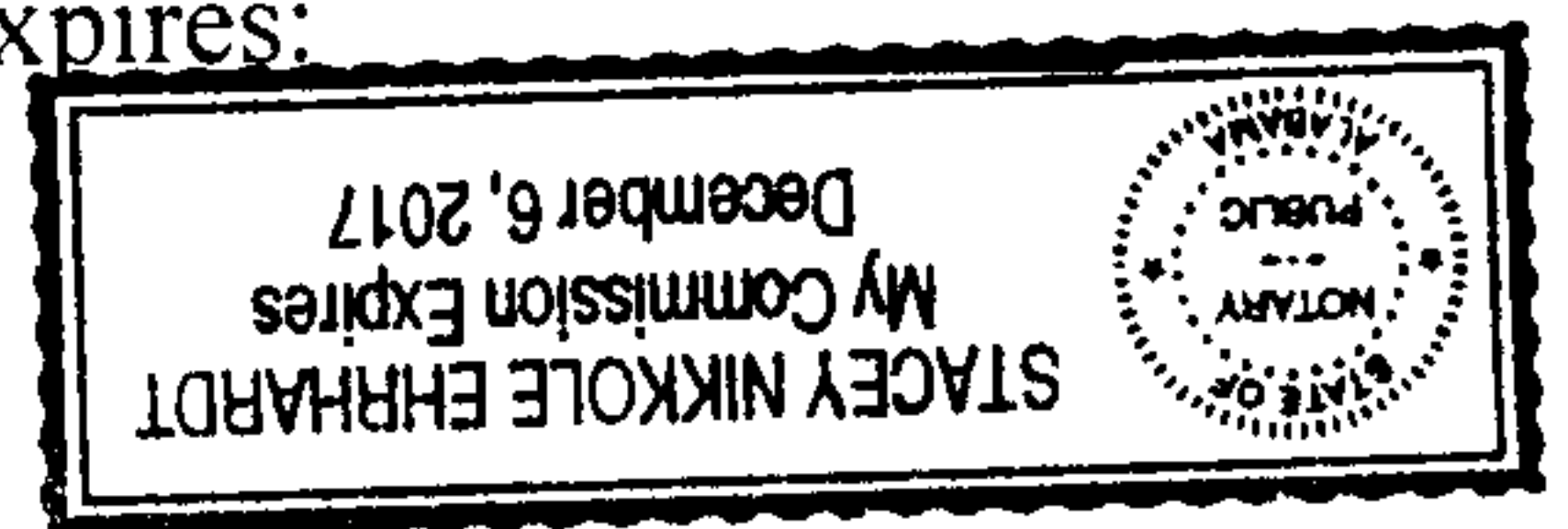
STATE OF ALABAMA)
SHELBY
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Allan Worthington whose name as Authorized Agent of Dominion Partners, LLC, an Alabama limited liability company, as Manager of STV One Nineteen Senior Living Mezzanine Borrower, LLC, a Delaware limited liability company, as sole member of **STV ONE NINETEEN SENIOR LIVING, LLC**, a Delaware 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, in his capacity as such Authorized Agent and with full authority, executed the same voluntarily for and as the act of said limited liability company, on the day the same bears date.

Given under my hand this 26th day of March, 2015.

[NOTARIAL SEAL]

Stacey Nikkole Ehrhardt
Notary Public
My Commission Expires:



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BORROWER:

STV ONE NINETEEN SENIOR LIVING, LLC, a Delaware limited liability company

By: STV One Nineteen Senior Living Mezzanine Borrower, LLC, a Delaware limited liability company

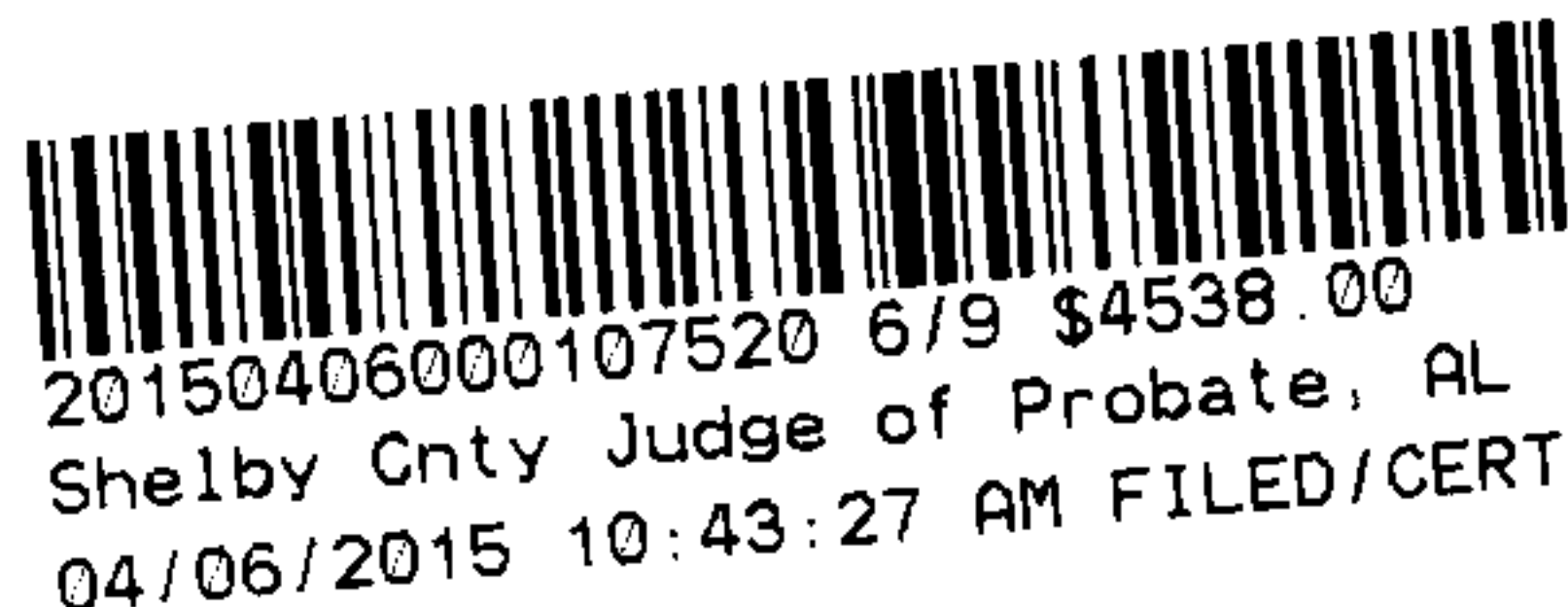
By: Dominion Partners, LLC, an Alabama limited liability company, its Manager

By: _____
Name: _____
Title: _____

LENDER:

RED WAREHOUSE I, LLC, a Delaware limited liability company

By: 
Name: Christopher Adams
Title: Managing Director



STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Christopher Adams, Managing Director of RED WAREHOUSE I, LLC., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she was duly authorized to execute the foregoing instrument and that he/she executed the same as the act of RED WAREHOUSE I, LLC, Inc. for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26th day of March, 2015



Shannon Cox
Notary Public, State of Texas

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EXHIBIT A

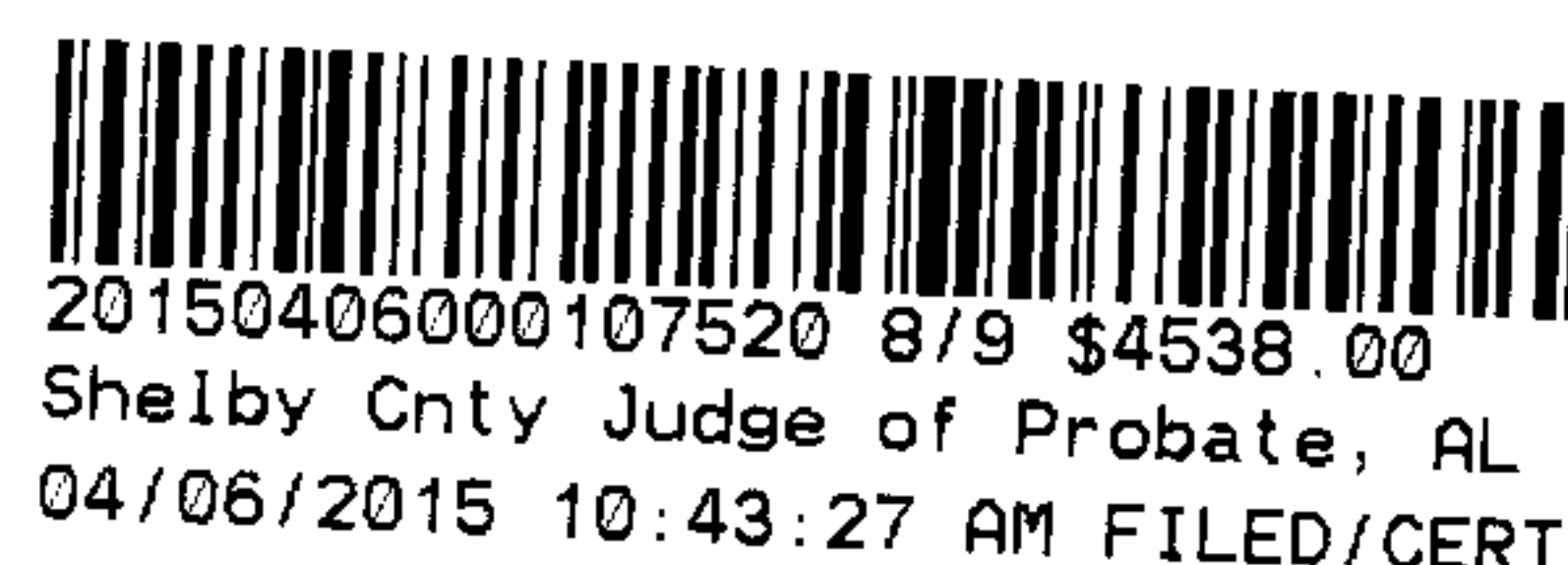
LEGAL DESCRIPTION

PARCEL I

Lot 1-B according to St. Vincent's Hospital Highway No. 119 Survey as recorded in Map Book 39, Page 103 in the office of the Judge of Probate of Shelby County, Alabama and situated in the NW 1/4 and the NE 1/4 of Section 32, Township 18 South, Range 1 West Shelby County, Alabama and being more particularly described as follows:

Begin at the Southeasterly Corner of Lot 1-B, St. Vincent's Hospital Highway No. 119 Survey as recorded in Map Book 39, Page 103 in the office of the Judge of Probate of Shelby County, Alabama, said point being on the Northerly right-of-way line of Greystone Way as recorded in Map Book 29, Page 123 in the office of the Judge of Probate of Shelby County, Alabama, and run in a Northeasterly direction along the boundary of said Lot 1-B a distance of 569.13 feet to a point; thence $3^{\circ}53'00''$ to the left in a Northeasterly direction along the boundary of said Lot 1-B a distance of 424.81 feet to a point; thence $76^{\circ}04'07''$ to the left in a Northwesterly direction along the boundary of said Lot 1-B a distance of 352.05 feet to a point; thence $58^{\circ}04'29''$ to the left in a Southwesterly direction along the boundary of said Lot 1-B a distance of 72.43 feet to a point on a curve to the right having a radius of 655.00 feet and a central angle of $47^{\circ}12'36''$; thence $78^{\circ}56'03''$ to the left (angle measured to tangent) in a Southeasterly, Southerly and Southwesterly direction along the arc of said curve and along the boundary of said Lot 1-B a distance of 539.70 feet to the P.T. (Point of Tangent) of said curve; thence tangent to said curve in a Southwesterly direction along the boundary of said Lot 1-B a distance of 39.65 feet to a point; thence $90^{\circ}00'00''$ to the right in a Northwesterly direction along the boundary of said Lot 1-B a distance of 25.00 feet to a point; thence $90^{\circ}00'00''$ to the left in a Southwesterly direction along the boundary of said Lot 1-B a distance of 70.27 feet to the P.C. (Point of Curve) of a curve to the right having a radius of 517.00 feet and a central angle of $24^{\circ}29'13''$; thence in a Southwesterly direction along the arc of said curve and along the boundary of said Lot 1-B a distance of 220.95 feet to the P.R.C. (Point of Reverse Curve) of a curve to the left having a radius of 370.50 feet and a central angle of $23^{\circ}26'54''$; thence in a Southwesterly direction along the arc of said curve and along the boundary of said Lot 1-B a distance of 151.63 feet to the P.T. (Point of Tangent) of said curve; thence tangent to said curve in a Southwesterly direction along the boundary of said Lot 1-B a distance of 72.81 feet to a point on the Northerly right-of-way line of Greystone Way; thence $91^{\circ}09'24''$ to the left in a Southeasterly direction along the Northerly right-of-way line of Greystone Way and along the boundary of said Lot 1-B a distance of 207.31 feet to the P.C. (Point of Curve) of a curve to the left having a radius of 410.00 feet and a central angle of $43^{\circ}51'30''$; thence in a Southeasterly, Easterly, and Northeasterly direction along the Northerly right-of-way line of Greystone Way, along the arc of said curve and along the boundary of said Lot 1-B a distance of 313.84 feet to the POINT OF BEGINNING.

Containing 8.990 acres.



PARCEL II

Together with an easement for ingress and egress as described in that certain Restrictive Covenant and Reciprocal Easement Agreement between Seton Property Corporation of North Alabama and STV One Nineteen Senior Living, LLC dated December 28, 2007 and recorded in Instrument No. 20071228000583600, as amended by First Amendment to Restrictive and Reciprocal Easement Agreement in Instrument No. 20111221000387420.

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