

This instrument Prepared By:

Rev. 7-8-19

Randolph H. Lanier
Balch & Bingham LLP
1901 Sixth Avenue North, Suite 2600
Birmingham, Alabama 36203
(205) 251-8100

STATE OF ALABAMA

COUNTY OF SHELBY

**AMENDMENT TO
FUTURE ADVANCE MORTGAGE,
ASSIGNMENT OF RENTS AND LEASES
AND SECURITY AGREEMENT**

This Amendment made effective as of July 29, 2019, between **TRUSTMARK NATIONAL BANK**, a national banking association (the "**Lender**"), and **BLACKRIDGE PARTNERS, LLC.**, an Alabama limited liability company ("**Blackridge**"), **SB HOLDING CORP.**, an Alabama corporation ("**SB Holding**") **SB DEV. CORP.**, an Alabama corporation ("**SB Dev**"), **LAKE WILBORN PARTNERS, LLC.**, an Alabama limited liability company ("**Lake Wilborn**") and **BROCK POINT PARTNERS, LLC.**, an Alabama limited liability company ("**Brock Point**") (**Blackridge**, **SB Holding**, **SB Dev**, **Lake Wilborn** and **Brock Point** are individually and collectively referred to herein as "**Borrower**").

WHEREAS, in with a line of credit loan (the "**Loan**") from Lender to Blackridge ("**Original Borrower**") in the original principal amount of \$3,518,421.00, and to secure a Development Master Revolving Credit Promissory Note dated August 31, 2018 in the original principal amount of \$3,518,421.00 (the "**Original Note**"), Original Borrower executed and delivered to Lender that certain Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement dated August 31, 2018, and recorded as Instrument No. 20180831000315070 in the Probate Office of Shelby County, Alabama (collectively, and as may otherwise have been amended, the "**Mortgage**"); and

All recording taxes have been paid on the Mortgage recorded as Instrument No. 20180831000315070 in the Probate Office of Shelby County, Alabama securing the principal amount of \$3,518,421.00, as amended at Instrument No. 20181120000409270. This Amendment does not increase the principal amount secured.

The Mortgage amended hereby also is given as **ADDITIONAL SECURITY** for indebtedness secured by that certain Mortgage and amendments thereto recorded at Instruments Nos. 20180713000250000, 20180814000290740, 20180906000320370, 20180918000334010 and 20181119000407580 in the Probate Office of Shelby County, Alabama, as amended contemporaneously herewith (*See Paragraph 2 hereof*), upon which all recording taxes have been paid.

WHEREAS, the Original Note has been amended and restated to add SB Dev, Lake Wilborn and Brock Point as borrowers, but the amount secured has not been increased, all pursuant to an Amended and Restated Line of Credit Promissory Note (Non-Revolver) dated November 7, 2018 from Borrower to Lender (the “**Restated Note**”); and

WHEREAS, Borrower and Lender have agreed to amend the Mortgage as set forth herein.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00), the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower and Lender agree that the Mortgage is amended as follows:

1. All references in the Mortgage to the Amended and Restated Master Loan Agreement shall mean such agreement, as amended contemporaneously herewith, and as amended from time to time. All references in the Mortgage to the “Loan” hereafter shall mean the Loan pursuant to the Amended and Restated Master Loan Agreement as amended from time to time. All references to the Restated Note shall mean such Note as amended contemporaneously herewith to add Jackson Hills Partners, LLC as a “Borrower”, and as amended from time to time.
2. The Mortgage also shall be **ADDITIONAL SECURITY** for that certain Master Revolving Credit Promissory Note in the principal amount of \$10,000,000.00 dated June 8, 2018 from Lake Wilborn to Lender, as amended, restated and consolidated by that certain Amended, Restated and Consolidated Line of Credit Promissory Note (Revolver) in the principal amount of \$19,000,000.00 dated November 7, 2018, as further amended by Loan Modification Agreement and Amendment to Notes and Loan Documents to increase the principal amount to \$25,000,000.00 dated contemporaneously herewith between Borrower to Lender, as secured by that certain Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement (Alabama) in the principal amount of \$10,000,000.00 from Lake Wilborn to Lender dated June 8, 2018, recorded as Instrument No. 20180713000250000 in the Probate Office of Shelby County, Alabama, as amended by Amendments recorded at Instrument Nos. 20180814000290740, 20180906000320370, 20180918000334010 and 20181119000407580 in said Probate Office, and as amended contemporaneously herewith by Amendment to Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement (Alabama) between Borrower and Lender, recorded or to be recorded in said Probate Office.
3. Except as modified herein, all other terms and conditions of the Mortgage shall remain in full force and effect.

4. This document may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one (1) document and agreement, but in making proof of this document, it shall not be necessary to produce or account for more than one such counterpart, and counterpart pages may be combined into one single document.

[remainder of this page is blank; signature pages follow]

IN WITNESS WHEREOF, Lender and Borrower have caused this Amendment to be executed effective as of the day and year first set forth above.

LENDER:

TRUSTMARK NATIONAL BANK,
a national banking association

By: 

Printed Name: Ben Hendrix

Title: Senior Vice President

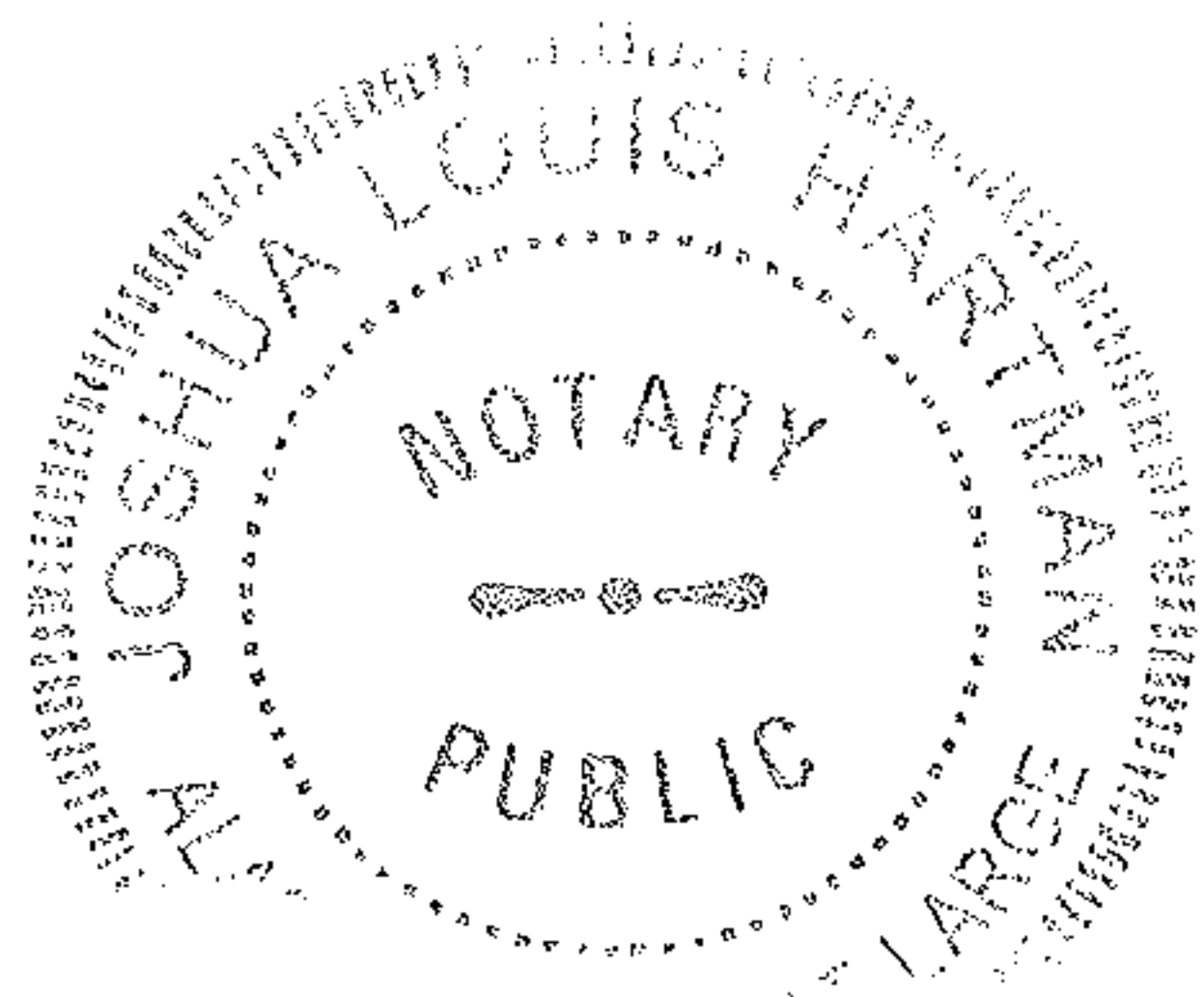
STATE OF ALABAMA

COUNTY OF JEFFERSON

I, Joshua Louis Hartman, a notary public in and for said County, in said State, hereby certify that Ben Hendrix, whose name as Senior Vice President of **TRUSTMARK NATIONAL BANK**, a national banking association, 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 officer, and with full authority, executed the same voluntarily for and as the act of said national banking association.

Given under my hand and official seal this 29th day of July, 2019.

[NOTARIAL SEAL]




Notary Public


My Commission Expires: 3/19/20

BORROWER:

BLACKRIDGE PARTNERS, LLC,
an Alabama limited liability company

By: SB HOLDING CORP., an Alabama
corporation its Managing Member

By: _____


Daryl Spears, its Chief Financial
Officer

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, JOSHUA LOUIS HARMAN, a notary public in and for said County, in said State, hereby certify that **Daryl Spears**, whose name as Chief Financial Officer of SB Holding Corp, an Alabama corporation, as Managing Member of **BLACKRIDGE PARTNERS, 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 or she, in such capacity, and with full authority, executed the same voluntarily for and as the act of said corporation, as Managing Member of said limited liability company.

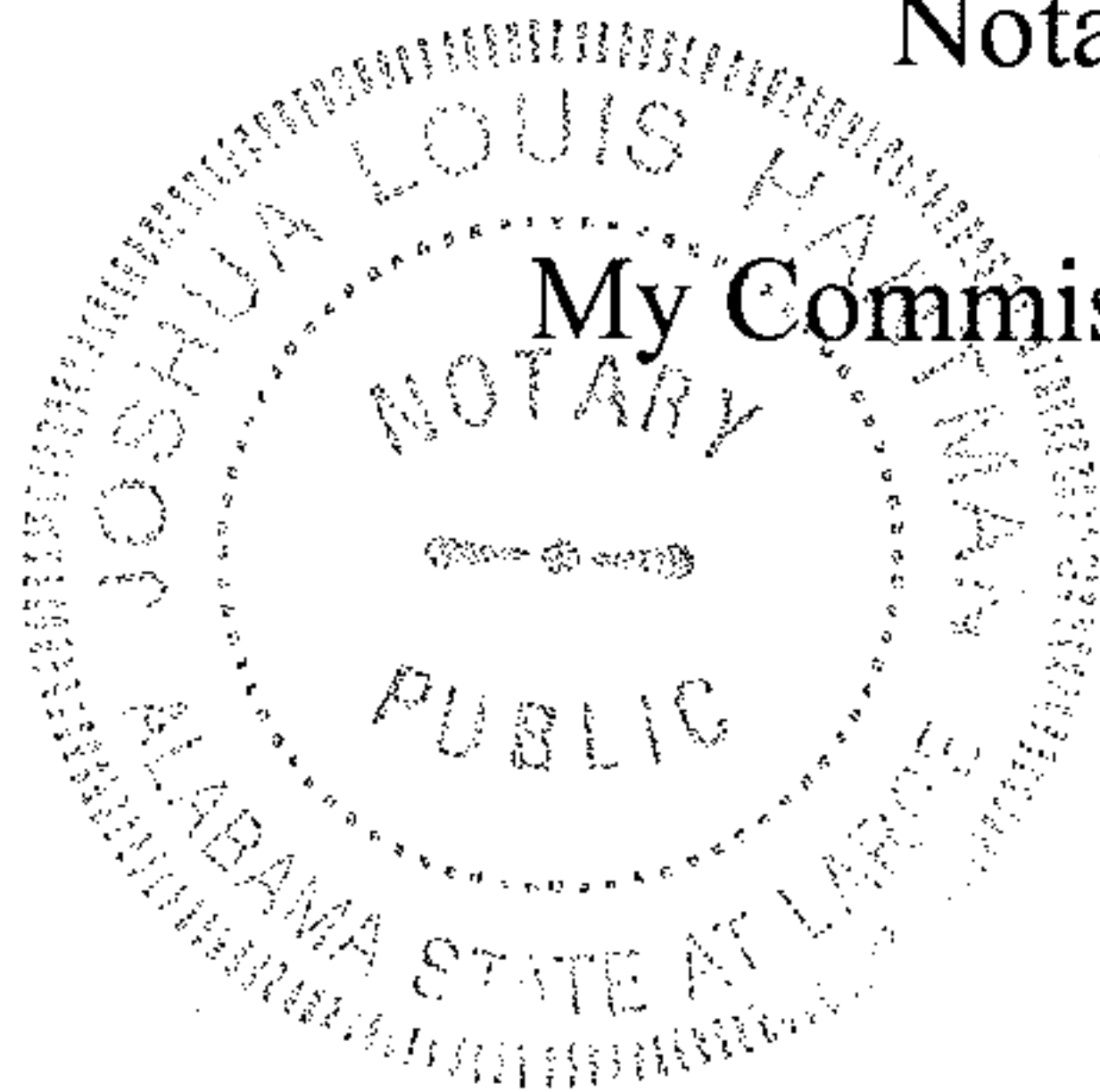
Given under my hand and official seal this 16th day of JULY, 2019.



Notary Public

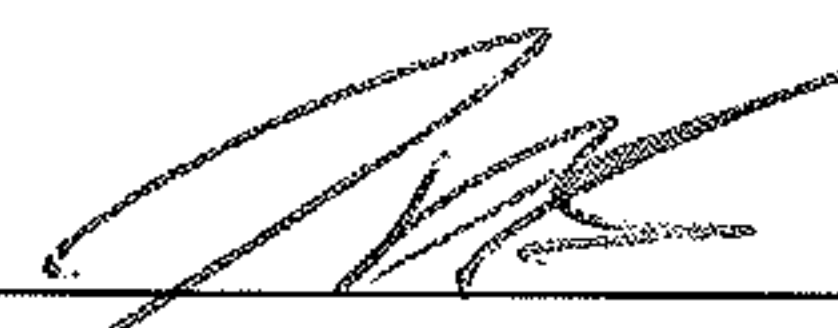
[Notarial Seal]

My Commission Expires: 3/19/20



LAKE WILBORN PARTNERS, LLC,
an Alabama limited liability company

By: SB HOLDING CORP., an Alabama
corporation its Managing Member

By: 
Daryl Spears, its Chief Financial
Officer

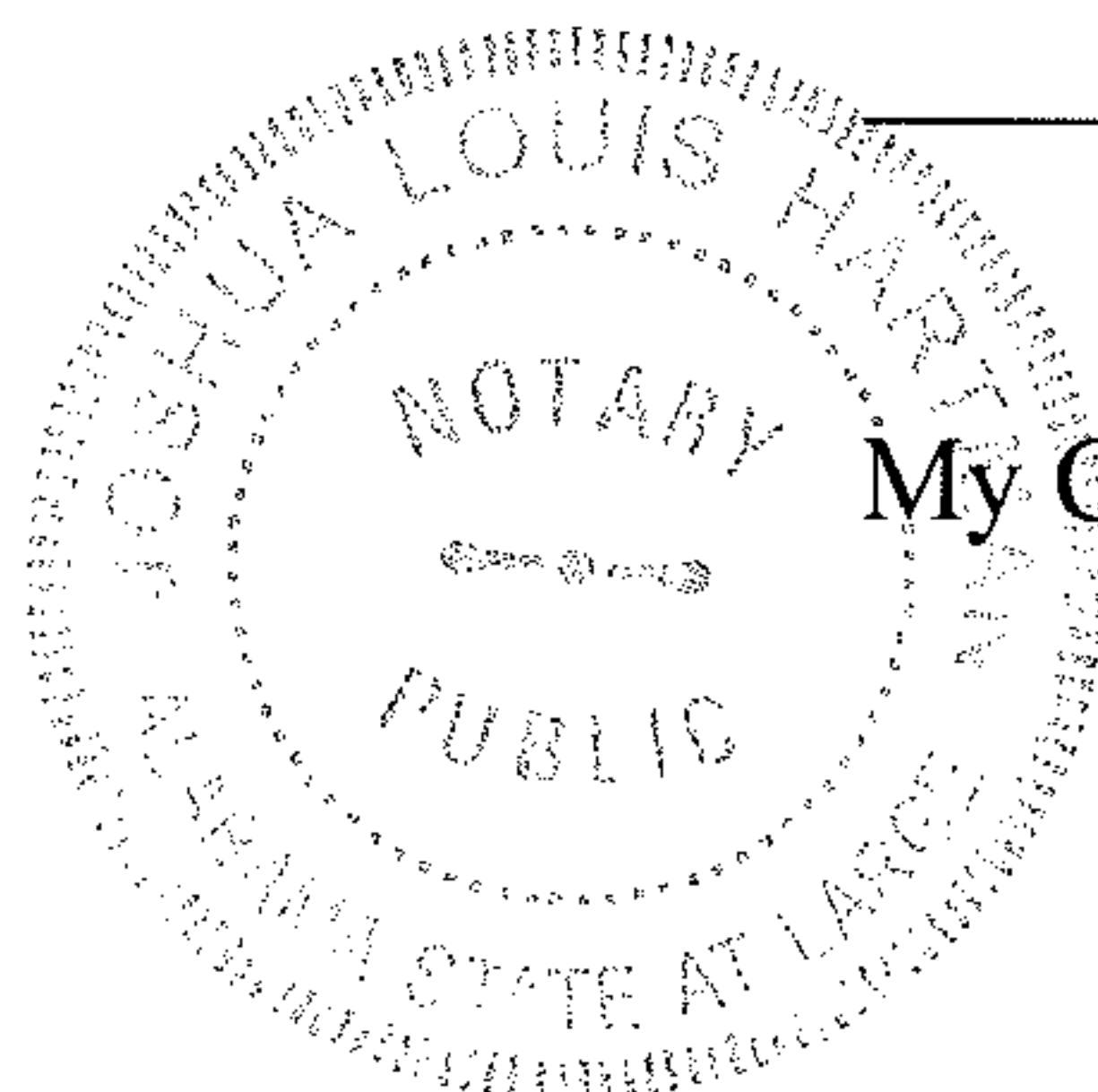
STATE OF ALABAMA

COUNTY OF JEFFERSON

I, Joshua Louis Hartman, a notary public in and for said County, in said State, hereby
certify that **Daryl Spears**, whose name as Chief Financial Officer of SB Holding Corp, an
Alabama corporation, as Managing Member of **LAKE WILBORN PARTNERS, 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 or she, in such capacity, and with full authority, executed the same voluntarily for and as the act
of said corporation, as Managing Member of said limited liability company.

Given under my hand and official seal this 29th day of July, 2019.

[Notarial Seal]




Notary Public

My Commission Expires: 3/19/20

BORROWER:

SB HOLDING CORP.,
an Alabama corporation

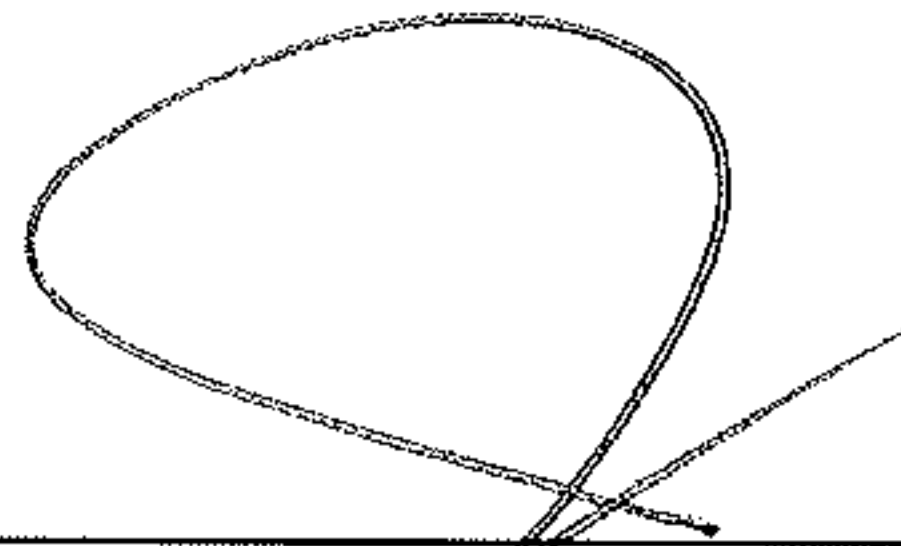
By: 
Daryl Spears, its Chief Financial Officer

STATE OF ALABAMA

COUNTY OF JEFFERSON

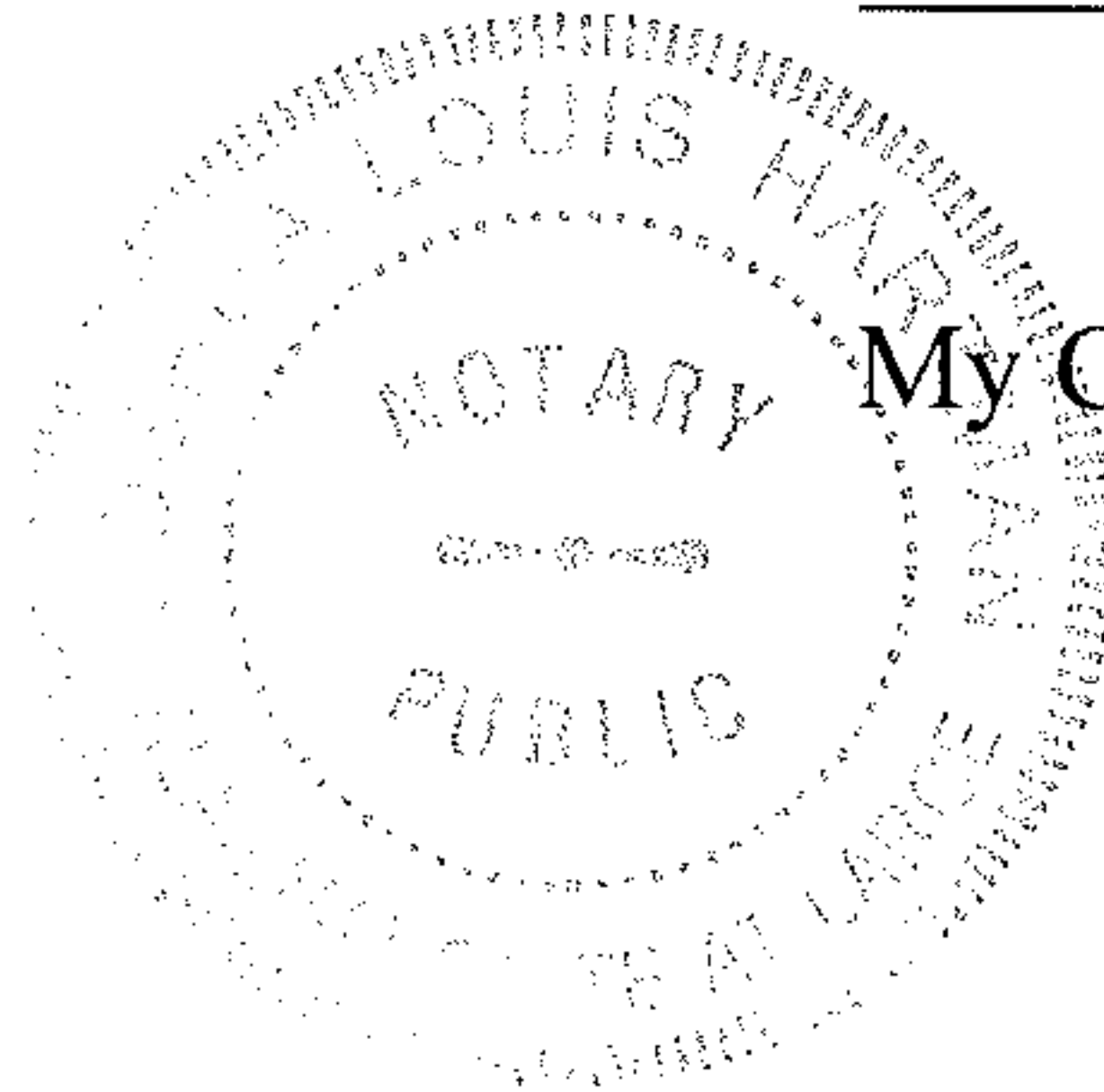
I, Joshua Louis Hartman, a notary public in and for said County, in said State, hereby certify that **Daryl Spears**, whose name as Chief Financial Officer of **SB HOLDING CORP.**, an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he or she, in such capacity, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 29th day of July, 2019.



Notary Public

[Notarial Seal]



My Commission Expires: 3/19/20

BORROWER:

SB DEV. CORP.,
an Alabama corporation

By: 
Daryl Spears, its Chief Financial Officer

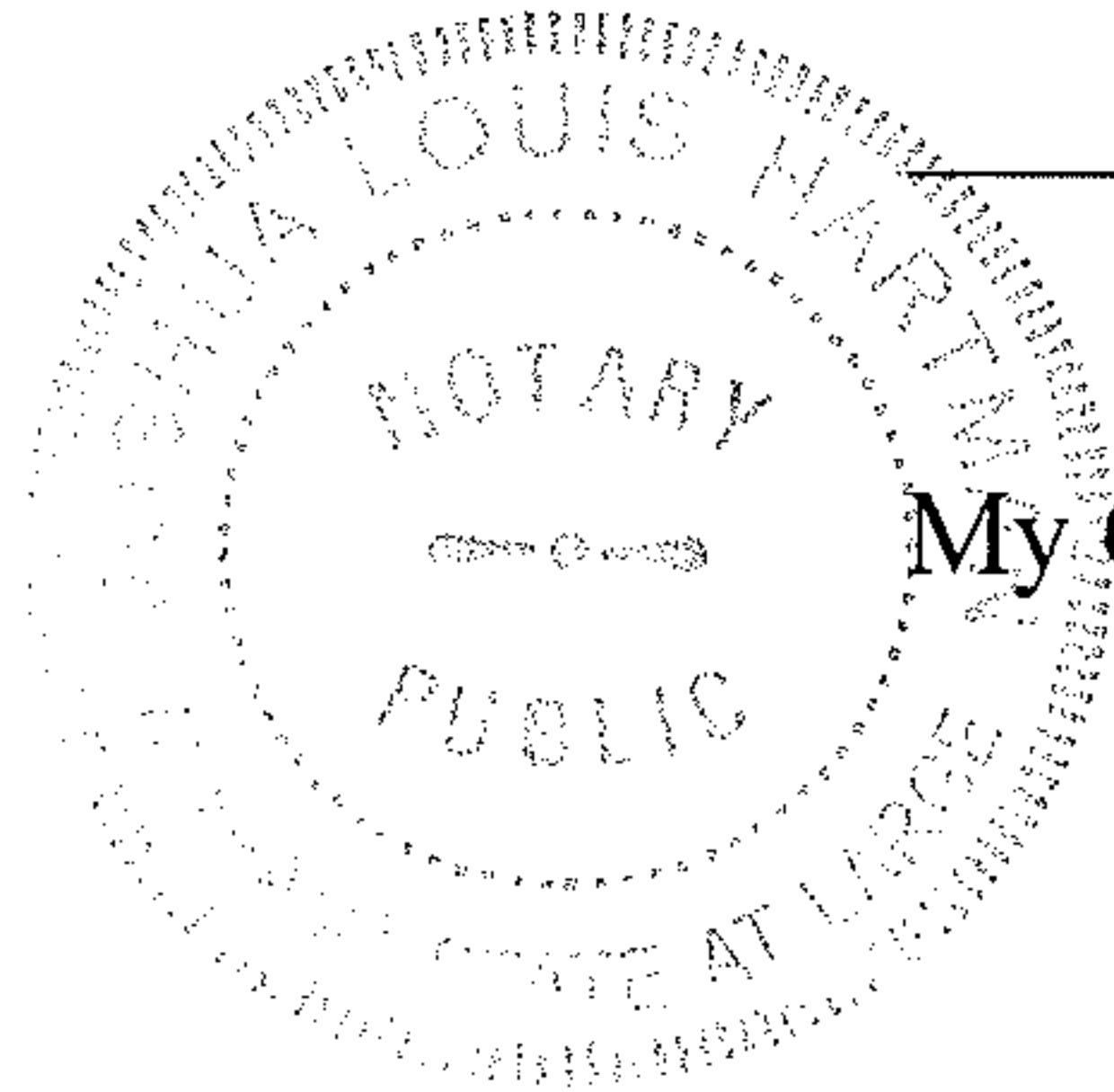
STATE OF ALABAMA

COUNTY OF JEFFERSON

I, Joshua Louis Hartman, a notary public in and for said County, in said State, hereby certify that **Daryl Spears**, whose name as Chief Financial Officer of **SB DEV. CORP.**, an Alabama corporation, 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 or she, in such capacity, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 29th day of July, 2019.

[Notarial Seal]



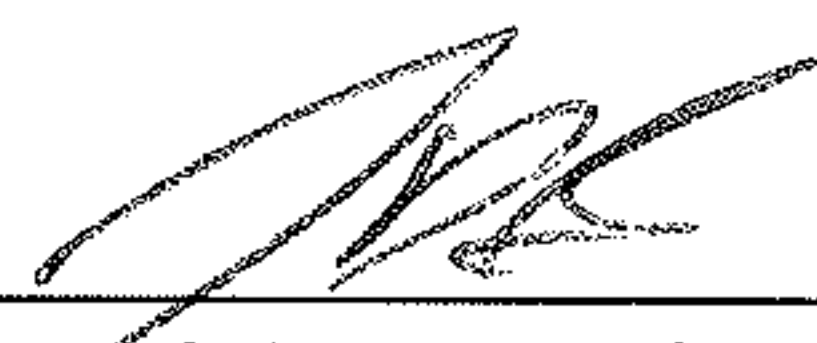

Notary Public

My Commission Expires: 3/19/20

BORROWER:

BROCK POINT PARTNERS, LLC,
an Alabama limited liability company

By: SB HOLDING CORP., an Alabama
corporation, its Managing Member

By: 
Daryl Spears, its Chief Financial
Officer

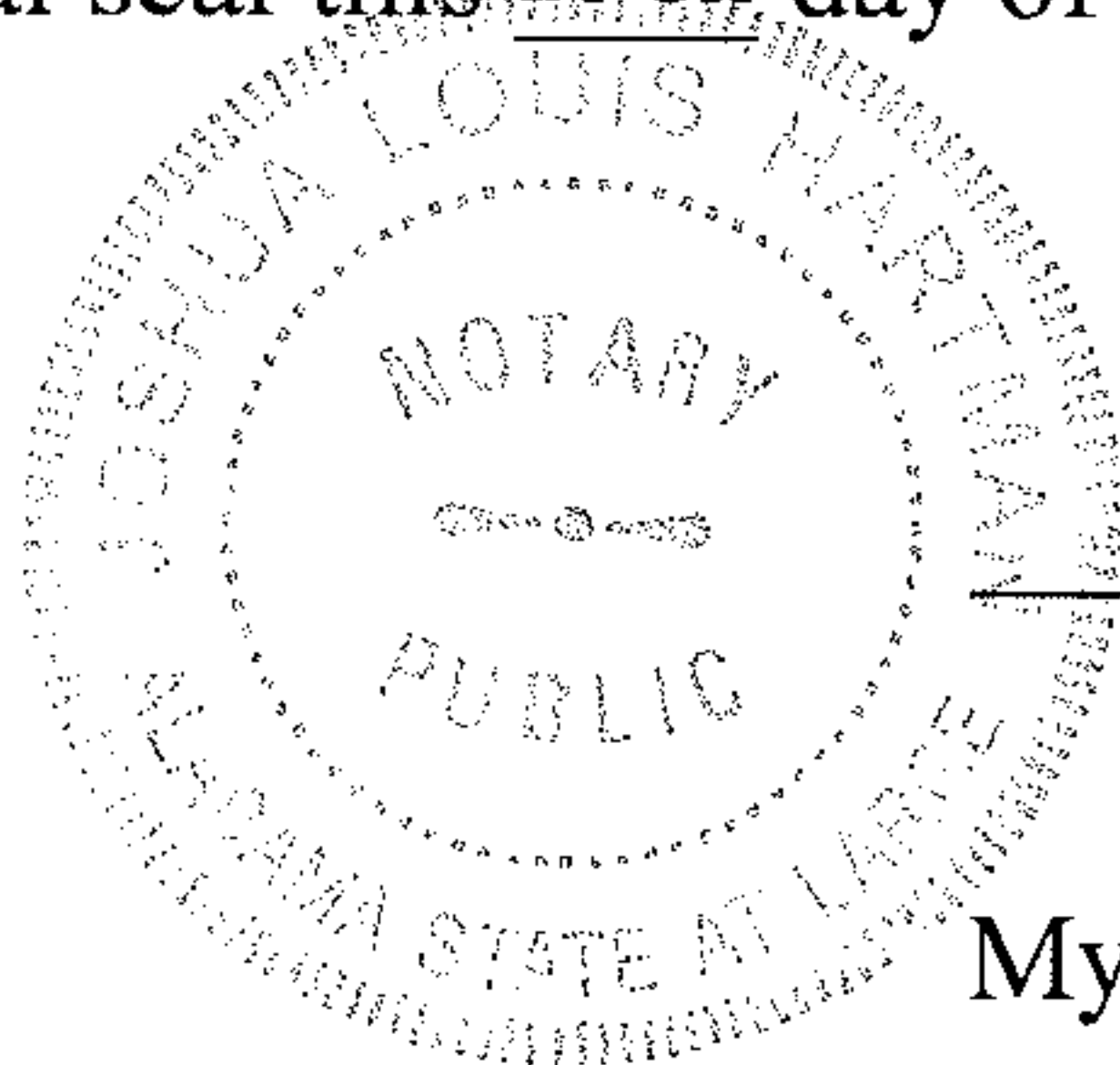
STATE OF ALABAMA

COUNTY OF JEFFERSON

I, Joshua Louis Hartman, a notary public in and for said County, in said State, hereby
certify that **Daryl Spears**, whose name as Chief Financial Officer of SB Holding Corp., an
Alabama corporation, as Managing Member of **BROCK POINT PARTNERS, 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 or she, in such capacity, and with full authority, executed the same voluntarily for and as the act
of said corporation, as Managing Member of said limited liability company.

Given under my hand and official seal this 29th day of July, 2019.

[Notarial Seal]




Notary Public

My Commission Expires: 3/19/20

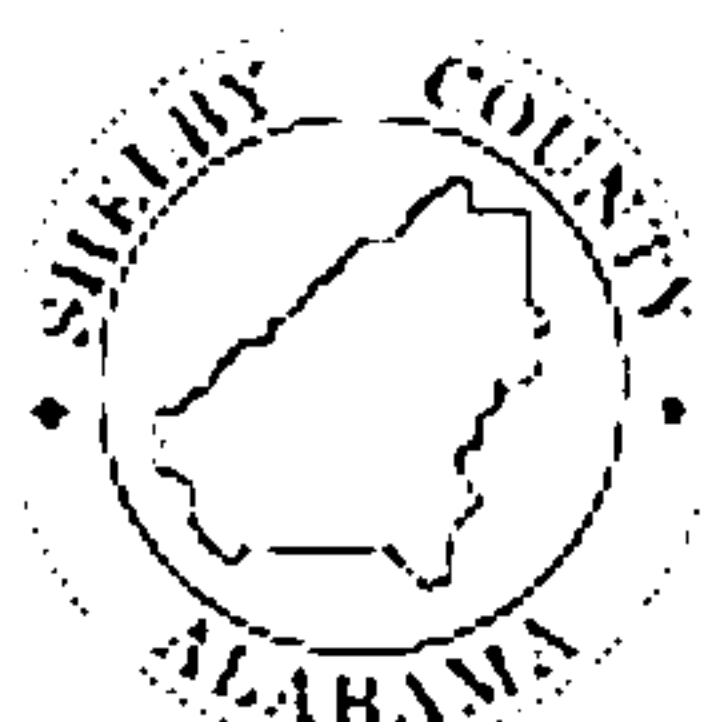
EXHIBIT A

A parcel of land situated in the Southwest 1/4 of the Southwest 1/4 of Section 4, and the Southeast 1/4 of the Southeast 1/4 of Section 5, and the Northeast 1/4 of Section 8, all situated in Township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

Commence at a 3 inch capped pipe at the Northeast corner of Section 8, Township 20 South, Range 3 West, Shelby County, Alabama and run S 00°07'43" W along the Eastern line of said Section for a distance of 1943.04 feet; thence leaving said section line run N 89°52'17" W for a distance of 905.98 feet to a point on the North bank of the Cahaba River and the POINT OF BEGINNING; thence run N 34°06'36" E a distance of 181.08 feet; thence run N 17°13'36" E a distance of 260.07 feet; thence run along a curve to the left with an arc length of 150.73 feet, a radius of 200.00 feet, a chord bearing of N 79°43'20" E, and a chord length of 147.18 feet; thence run N 58°07'56" E a distance of 68.23 feet; thence run along a curve to the right with an arc length of 45.43 feet, a radius of 150.00 feet, a chord bearing of N 66°48'29" E, and a chord length of 45.25 feet; thence run N 14°30'58" W a distance of 50.00 feet; thence run N 19°28'10" E a distance of 1499.94 feet to a 3 inch capped pipe at the Northeast corner of Section 8, Township 20 South, Range 3 West; thence run N 15°29'19" E for a distance of 314.17 feet to a point on the Southwestern boundary of the CSX railroad right-of-way as recorded in Deed Book 34, Page 491 in the Probate Office of Shelby County, Alabama, thence N 23°32'54" W a distance of 234.65 feet along said right-of-way; thence leaving said right-of-way run N 80°48'45" W a distance of 312.98 feet; thence run S 10°03'31" W a distance of 569.92 feet; thence run S 26°12'25" W a distance of 709.63 feet; thence run S 16°26'25" W a distance of 817.04 feet; thence run N 88°54'21" W a distance of 232.02 feet; thence run along a curve to the left with an arc length of 218.91 feet, a radius of 200.00 feet, a chord bearing of N 79°57'41" W, and a chord length of 208.15 feet; thence run S 68°40'53" W a distance of 18.19 feet to the Northeastern right-of-way of Blackridge Cove as recorded in Map Book 48, Page 83B in the Probate Office of Shelby County, Alabama; thence run S 21°19'07" E along said right-of-way for a distance of 50.00 feet; thence run S 68°40'53" W along said right-of-way for a distance of 103.83 feet; thence leaving said right-of-way run S 21°19'07" E along the Eastern boundary of lot 1028 according to the survey of Blackridge Phase 1B as recorded in Map Book 48, Page 84A in the Probate Office of Shelby County, Alabama for a distance of 128.05 feet; thence run S 09°10'56" E along said Eastern boundary for a distance of 182 feet, more or less to a point on the North Bank of the Cahaba River; thence run in a Southeasterly direction, along said North Bank of the Cahaba River, for a distance of 567 feet, more or less, to the POINT OF BEGINNING.

Said parcel containing 27.8 acres, more or less.

All bearings in this legal description are based on State Plane Coordinates for the Alabama West Zone.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
08/20/2019 10:53:13 AM
\$51.00 CHERRY
20190820000304780

Allen S. Bezel