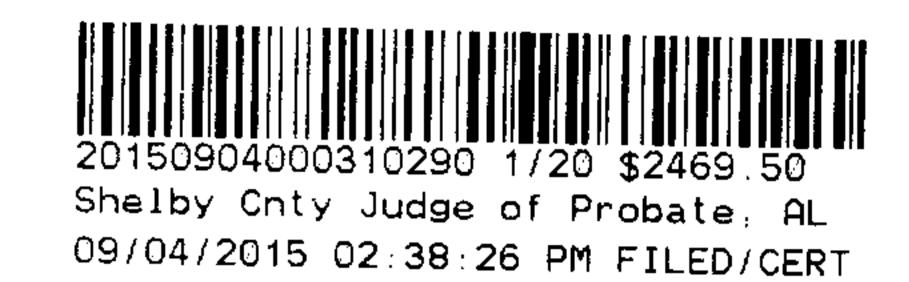
### THIS INSTRUMENT PREPARED BY:

Lee L. Sheppard, Esq.
Maynard, Cooper & Gale, P.C.
1901 Sixth Avenue North
2400 Regions/Harbert Plaza
Birmingham, Alabama 35203-2602
(205) 254-1000



STATE OF ALABAMA )
SHELBY COUNTY )

NOTE TO JUDGE OF PROBATE: This Amendment amends that certain Mortgage dated June 23, 2011, executed by the Borrower and certain other parties thereto in favor of the Lender, recorded on June 28, 2011 in the Office of the Judge of Probate of Shelby County, Alabama as Instrument No. 20110628000187420, and is being recorded to evidence the readvance of \$1,589,000 of the amount of debt secured thereby.

## FIRST AMENDMENT TO MORTGAGE

THIS FIRST AMENDMENT TO MORTGAGE (this "Amendment") is made as of August 26, 2015 (the "Effective Date"), by PINE MOUNTAIN PRESERVE, LLLP, a Delaware limited liability limited partnership (herein jointly and severally called the "Borrower," whether one or more), as mortgagor, and NATIONAL BANK OF COMMERCE, a national banking association (the "Lender"), as mortgagee, and joined by PINE MOUNTAIN PRESERVE IMPROVEMENT DISTRICT NO. ONE ("Improvement District One"), PINE MOUNTAIN PRESERVE IMPROVEMENT DISTRICT NO. TWO ("Improvement District Two"), PINE MOUNTAIN PRESERVE IMPROVEMENT DISTRICT NO. FOUR ("Improvement District PINE MOUNTAIN PRESERVE IMPROVEMENT DISTRICT NO. FIVE ("Improvement District Five"), PINE MOUNTAIN PRESERVE IMPROVEMENT DISTRICT NO. SIX ("Improvement District Six"), PINE MOUNTAIN PRESERVE IMPROVEMENT DISTRICT NO. SEVEN ("Improvement District Seven"), PINE MOUNTAIN PRESERVE IMPROVEMENT DISTRICT NO. EIGHT ("Improvement District Eight"), PINE MOUNTAIN PRESERVE IMPROVEMENT DISTRICT NO. NINE ("Improvement District Nine"), PINE MOUNTAIN PRESERVE IMPROVEMENT DISTRICT NO. TEN ("Improvement District Ten'), PINE MOUNTAIN PRESERVE IMPROVEMENT DISTRICT NO. ELEVEN ("Improvement District Eleven"), PINE MOUNTAIN PRESERVE IMPROVEMENT DISTRICT NO. TWELVE ("Improvement District Twelve"), PINE MOUNTAIN PRESERVE IMPROVEMENT DISTRICT NO. THIRTEEN ("Improvement District Thirteen"), PINE MOUNTAIN PRESERVE IMPROVEMENT DISTRICT NO. FOURTEEN ("Improvement District Fourteen"), PINE MOUNTAIN PRESERVE IMPROVEMENT DISTRICT NO. FIFTEEN ("Improvement District Fifteen"), and PINE MOUNTAIN PRESERVE IMPROVEMENT DISTRICT NO. SIXTEEN ("Improvement District Sixteen", together with

Improvement District One, Improvement District Two, Improvement District Four, Improvement District Eight, Improvement District Nine, Improvement District Ten, Improvement District Eleven, Improvement District Twelve, Improvement District Thirteen, Improvement District Fourteen, and Improvement District Fifteen, the "Improvement Districts").

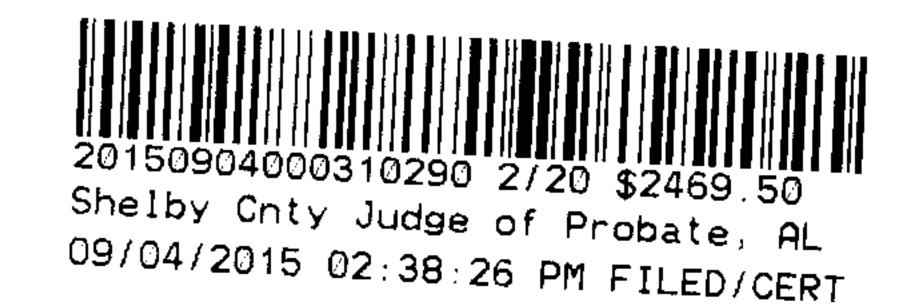
## Recitals

- A. The Lender has previously made a loan to the Borrower in the original maximum principal amount of \$4,800,000.00 (the "Loan") pursuant to that certain Credit Agreement dated June 23, 2011, as amended by that certain First Amendment to Credit Agreement dated June 22, 2012 and that certain Second Amendment to Credit Agreement dated August 15, 2013 (as amended, the "Credit Agreement").
- B. The Loan is further evidenced by that certain Term Note dated June 23, 2011 executed by the Borrower in favor of the Lender (the "Note").
- C. The Loan is secured by, among other things, a lien on the Borrower's interest in certain real estate located in Shelby County, Alabama, pursuant to that certain Mortgage dated June 23, 2011 and recorded on June 28, 2011 in the Office of the Judge of Probate of Shelby County, Alabama as Instrument No. 20110628000187420 (the "Mortgage").
- D. The current outstanding balance on the Loan is \$2,850,000.00, and the Borrower has now requested that the Lender readvance a portion of the funds previously advanced to the Borrower in the amount of \$1,589,000 (the "Readvanced Funds").
- E. In connection with the Readvanced Funds, the Lender, the Borrower and the other parties hereto, have agreed to amend the terms of the Mortgage as provided herein.

#### 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. Section (a) of Exhibit B to the Mortgage shall be deleted in its entirety and hereby replaced with the following:
  - "(a) Term Note dated June 23, 2011, as amended by that certain Third Amendment to Credit Agreement and Amendment to Other Credit Documents of even date herewith, in the principal amount of Four Million Four Hundred Thirty Nine Thousand and No/100 Dollars (\$4,439,000.00), executed by the Borrower in favor of the Lender."



3. Exhibit A to the Mortgage is hereby amended to add the following beneficial easement to the Land described therein.

Together with all beneficial easements set forth in that certain Easement Agreement dated July 21, 2014 and recorded on August 29, 2014 as Instrument No. 20140829000272700 in the Shelby County Judge of Probate.

- 4. All references in the Mortgage, the Credit Documents and this Amendment to the "Mortgage" shall refer to the Mortgage, as amended by this Amendment.
- 5. Except as specifically modified and amended hereby, the Mortgage shall remain in full force and effect in accordance with its terms.
- 6. If any provision of this Amendment is now or at any time hereafter becomes invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and the remaining provisions hereof shall be construed in favor of the Lender to effectuate the provisions hereof.

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

20150904000310290 3/20 \$2469.50

Shelby Cnty Judge of Probate, AL 09/04/2015 02:38:26 PM FILED/CERT

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.

## **BORROWER:**

# PINE MOUNTAIN PRESERVE, LLLP

Eddleman Properties, LLC By:

General Partner

Name: Douglas D. Eddleman

Title: Manager

STATE OF ALABAMA COUNTY OF Jefferson

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Douglas D. Eddleman, whose name as Manager of Eddleman Properties, LLC, an Alabama limited liability company, the general partner of Pine Mountain Preserve, LLLP, a Delaware limited liability limited partnership, 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 manager and with full authority, executed the same voluntarily for and as the act of said limited liability company in its capacity as general partner of the limited liability limited partnership.

Given under my hand and official seal this the Asymptotic day of August, 2015.

Ly commission expires: June 29, 2018

20150904000310290 4/20 \$2469.50

Notary Public

Shelby Cnty Judge of Probate, AL 09/04/2015 02:38:26 PM FILED/CERT

## LENDER:

	NATIONAL BANK OF COMMERCE, a national banking association  By:  Name: John A. Marks Its: Senior Vice President
STATE OF ALABAMA	
COUNTY OF JEFFERSON	
ertify that John A. Marks, whose name as COMMERCE, a national banking association	y Public in and for said County in said State, hereby a Senior Vice President of NATIONAL BANK Of on, is signed to the foregoing instrument, and who is 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

Given under my hand and official seal, this the \_\_\_\_ day of August, 2015.

Notary Public

AFFIX SEAL

act of said banking association.

My commission expires: MY COMMISSION EXPIRES 10/01/2016

20150904000310290 5/20 \$2469.50 Shelby Cnty Judge of Probate, AL 0S/04/2015 02:38:26 PM FILED/CERT The following Improvements Districts, as original signatories to the Mortgage, hereby consent to this Agreement and reaffirm the covenants set forth in Section 4.15 of the Mortgage.

	PINE MOUNTAIN PRESERVE IMPROVEMENT DISTRICT NO. ONE
	By: Mame: Dug hs D. Epizeman  Title: April man
STATE OF ALABAMA COUNTY OF Jeffe (56)	)
certify that DualAS D. Edglew of Pine Mountain Preserve Improvement foregoing instrument, and who is known	otary Public in and for said County in said State, hereby how, whose name as <u>Charman</u> the District No. One, a public corporation, is signed to the to me, acknowledged before me on this day that, being ament, he/she, as such officer and with full authority, the act of said corporation.
Given under my hand and officia	l seal this the stay of August, 2015.
	Notary Public MConsta
[AFFIX SEAL]	
My commission expires:	29,2018
Continue of the second	•

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	PINE MOUNTAIN PRESERVE
	IMPROVEMENT DISTRICT NO., TWO
	By: Mayer Eddler Name: Days 55 D. EDVENTAN Title: CHAIRMAN
ŞTATE OF ALABAMA	}
COUNTY OF Jefferson	)
·	
certify that Douglas D Eddleman	y Public in and for said County in said State, hereby , whose name as
foregoing instrument, and who is known to	me, acknowledged before me on this day that, being nt, he/she, as such officer and with full authority,
	- IL
Given under my hand and official sea	al this the day of August, 2015.
	Notary Public McContly
[AFPPX SEAL]	
My commission expires:	2018

•	PINE MOUNTAIN PRESERVE
	IMPROXEMENT DISTRICT NO. FOUR
	By: Mamma. Zallem Name: Das Jas D. EDDUMAN Title: CHAIRMAN
STATE OF ALABAMA COUNTY OF JOHNSON	)
of Pine Mountain Preserve Improvement Deforegoing instrument, and who is known to	y Public in and for said County in said State, hereby, whose name as
Given under my hand and official se	eal this the day of August, 2015.
	Wotary Public McConstd
[ARFIX SEAL]	
My commission expires: June 29, 20	018

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	PINE MOUNTAIN PRESERVE
	IMPROXEMENT DISTRICT NO, FIVE
	By: Mana Zallen Name: Dispos D. Eddernan Title: Charenan
STATE OF ALABAMA COUNTY OF JEHELSON	)
of Pine Mountain Preserve Improvement Deforegoing instrument, and who is known to	District No. Five, a public corporation, is signed to the me, acknowledged before me on this day that, being ent, he/she, as such officer and with full authority,
Given under my hand and official se	eal this the 20th day of August, 2015.  May Complete Motory Public
My commission expires: June 29 20	018

	PINE MOUNTAIN PRESERVE
	IMPROYEMENT DISTRICT NO. SIX
	By: My Zeller
	Name: Des Sos D. EDIX CONDO
	Title: Chrieman
STATE OF ALABAMA	
COUNTY OF Jefferson	, }
I, the undersigned authority, a Notar	ry Public in and for said County in said State, hereby
certify that Douglas D. Eddleman	
	istrict No. Six, a public corporation, is signed to the
	me, acknowledged before me on this day that, being
·	ent, he/she, as such officer and with full authority,
executed the same voluntarily for and as the	act of said corporation.
Given under my hand and official se	al this the algust, 2015.
	James Me Me Justes
	Notary Public
[AFRIX SPAL]	
	JQ.
My commission expires: $\frac{29}{300}$	<u>''                                   </u>
, , , , , , , , , , , , , , , , , , ,	

	PINE MOUNTAIN PRESERVE IMPROVEMENT DISTRICT NO. SEVEN  By: Seven Name: Date Ins D. Footen  Title: Chairman
STATE OF ALABAMA COUNTY OF DEHELSON	)
certify that Dug AS D. Factor MAN of Pine Mountain Preserve Improvement I the foregoing instrument, and who is know	District No. Seven, a public corporation, is signed to yn to me, acknowledged before me on this day that, ament, he/she, as such officer and with full authority,
Given under my hand and official se	al this the May of August, 2015.  One Continue Notary Public
My commission expires: 129	2018

	PINE MOUNTAIN PRESERVE
	IMPROVEMENT DISTRICT NOÆIGHT
	By: Market Ship Ship Ship Name: Day Is D. EDIV PMAN Title: CHOTE MAN
STATE OF ALABAMA COUNTY OF DEALESON	) )
certify that Douglas D Eddle Me of Pine Mountain Preserve Improvement Di foregoing instrument, and who is known to	ry Public in and for said County in said State, hereby have, whose name as
Given under my hand and official se  [AFFIX SEAL]	al this the 30th day of August, 2015.  Mac Mac Mac Mac Mac Notary Public
My commission expires: $9992$	20/8
, ,	

	PINE MOUNTAIN PRESERVE IMPROVEMENT DISTRICT NO NINE
	Name: Dans D. EDY ENDING Title: Chokman
STATE OF ALABAMA COUNTY OF Jefferson	)
of Pine Mountain Preserve Improvement Difference instrument, and who is known to	strict No. Nine, a public corporation, is signed to the me, acknowledged before me on this day that, being ent, he/she, as such officer and with full authority,
Given under my hand and official se	al this the day of August, 2015.  AND C. M. C. M. C. Notary Public
My commission expires: $9mc 29,26$	218

	PINE MOUNTAIN PRESERVE
	IMPROYEMENT DISTRICT NO, TEN
· • • •	By: Mas man Edding State State CHALLED DIAMAN  Title: CHALLED DIAMAN
STATE OF ALABAMA COUNTY OF Jefferson	)
certify that <u>Douglas D. Eddleman</u> of Pine Mountain Preserve Improvement Distoregoing instrument, and who is known to reserve Improvement.	strict No. Ten, a public corporation, is signed to the me, acknowledged before me on this day that, being at, he/she, as such officer and with full authority,
Given under my hand and official sea	1 this the Atlay of August, 2015.
	Notary Public
[AEFIX SEAL]	
My commission expires: $4m 29,20$	18

	PINE MOUNTAIN PRESERVE
	IMPROYEMENT DISTRICT NO. EXEVEN
	By: My Man Man Name: Duy of D. Enty of Man Title: CHARMAN
STATE OF ALABAMA COUNTY OF Jeffer Son	) )
certify that Jouglas D. EddleMAN of Pine Mountain Preserve Improvement D the foregoing instrument, and who is know	vistrict No. Eleven, a public corporation, is signed to vn to me, acknowledged before me on this day that, ument, he/she, as such officer and with full authority,
Given under my hand and official se	al this the Aday of August, 2015.  Motary Public  August, 2015.  Motary Public
	1.00m/ 1 como
My commission expires: $\frac{29}{39}$	<del>JO 1 ()</del>

•	PINE MOUNTAIN PRESERVE
	IMPROVEMENT DISTRICT NO. TWELVE
	5 (1) h/s/a. () 4 ////
	By: William Colors
	Name: Sugas Di EDIX (NAM) Title: And And
STATE OF ALABAMA	
COUNTY OF Jefferson	·
I, the undersigned authority, a	Notary Public in and for said County in said State, hereby
certify that Jouglas Di Facile	man, whose name as Chairman
of Pine Mountain Preserve Improvem	ent District No. Twelve, a public corporation, is signed to
	known to me, acknowledged before me on this day that
	instrument, he/she, as such officer and with full authority
executed the same voluntarily for and	as the act of said corporation.
Given under my hand and offic	eial seal this the 20th day of August, 2015.
	The man
	Jamwy C 1/4 mily
	Notary Public
[AFFIX SEAL]	
My commission expires: Quic 5	29,2018
my commission expires. — X	<u>`                                    </u>

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	PINE MOUNTAIN PRESERVE
	IMPROVEMENT DISTRICT NO. THARTEEN
	By: Marsh Zellen Name: Daight D EDDLEMAN Title: CHARLIMAN
STATE OF ALABAMA  COUNTY OF Jefferson  )	
of Pine Mountain Preserve Improvement Dist the foregoing instrument, and who is known	trict No. Thirteen, a public corporation, is signed to to me, acknowledged before me on this day that, nent, he/she, as such officer and with full authority,
Given under my hand and official seal	this the day of August, 2015.
	Motary Public Monthly
[AFFIX SEAL]	
My commission expires: $9m(29,20)$	18

	IMPROVEMENT DISTRICT NO. FOURTEEN
	By: Mane: Daylos D. Edwann ~ Title: Chp'zman
STATE OF ALABAMA COUNTY OF Jefferson	)
of Pine Mountain Preserve Improvement Ditthe foregoing instrument, and who is known	istrict No. Fourteen, a public corporation, is signed to vn to me, acknowledged before me on this day that, ument, he/she, as such officer and with full authority,
Given under my hand and official se	al this the 20th day of August, 2015.  On Contag  Notary Public
[AFREX SEAL]  My commission expires:	2018

	PINE MOUNTAIN PRESERVE
	IMPROYEMENT DISTRICT NO, FIFTEEN
	By: Mame: Dughs D. EDIX (577) Name: CHrickman
STATE OF ALABAMA COUNTY OF Jeffe (Son)	)
certify that Douglas D Follows  of Pine Mountain Preserve Improvement D  the foregoing instrument, and who is know	District No. Fifteen, a public corporation, is signed to wn to me, acknowledged before me on this day that, ument, he/she, as such officer and with full authority,
Given under my hand and official se	eal this the day of August, 2015.  Motary Public
[AFFIX SEAL]  My commission expires:	12
	<del> </del>

	PINE MOUNTAIN PRESERVE
	IMPROVEMENT DISTRICT NO SIXTEEN
	By Mame: Day 185 D-EDSUMPL Title: Applemen
STATE OF ALABAMA COUNTY OF Jeffe Sol	)
certify that Douglas D. Factory, of Pine Mountain Preserve Improvement D the foregoing instrument, and who is known	istrict No. Sixteen, a public corporation, is signed to vn to me, acknowledged before me on this day that, ument, he/she, as such officer and with full authority,
Given under my hand and official se	al this the 20th day of August, 2015.
	Notary Public MG MG Mary Public
AFFIX SEAL]	
My commission expires: \( \text{UNO 29, 5}	20/8