

**THIS INSTRUMENT WAS PREPARED BY, AND
RECORDING IS REQUESTED BY:**

Donald Warren
Burr & Forman LLP
420 North 20th Street, Suite 3400
Birmingham, Alabama 35203
(205) 251-3000

(COUNTERPART FOR SHELBY COUNTY)



20160322000091670 1/12 \$48.00
Shelby Cnty Judge of Probate, AL
03/22/2016 02:18:50 PM FILED/CERT

NOTE TO RECORDER: MORTGAGE TAX IN THE AMOUNT OF \$111,000 WAS PAID ON THE MORTGAGE BEING MODIFIED BY THIS MODIFICATION UPON THE RECORDING OF SUCH MORTGAGE IN RLEST BOOK 362, PAGE 137 IN THE OFFICE OF THE JUDGE OF PROBATE OF CLAY COUNTY, ALABAMA (WITH RECORDING TAX BEING DISTRIBUTED TO EACH OF THE ADDITIONAL COUNTIES WHERE SUCH MORTGAGE WAS RECORDED IN ACCORDANCE WITH THE RECORDING TAX ALLOCATION AFFIDAVIT ATTACHED THERETO). THE INDEBTEDNESS SECURED BY SUCH MORTGAGE IS BEING PARTIALLY ASSUMED BY THE HEREAFTER NAMED ASSIGNEE ON THE TERMS AND CONDITIONS HEREAFTER DESCRIBED. THE AMENDMENT AND RESTATEMENT OF THE INITIAL NOTES PURSUANT TO THE AMENDED AND RESTATED NOTE IS NOT A NOVATION AND NO PART OF THE INDEBTEDNESS EVIDENCED BY THE INITIAL NOTES AS AMENDED AND RESTATED BY THE AMENDED AND RESTATED NOTES SHALL BE DISTURBED CANCELED OR IMPAIRED, AND THE INDEBTEDNESS EVIDENCED BY THE AMENDED AND RESTATED NOTES DELIVERED BY ASSIGNEE IS THE SAME INDEBTEDNESS UPON WHICH RECORDING TAX WAS PAID WITH THE RECORDING OF THE MORTGAGE. SUCH INDEBTEDNESS IS NOT BEING INCREASED, AND THE MATURITY DATE OF THE INDEBTEDNESS IS NOT BEING EXTENDED OR MODIFIED IN CONJUNCTION WITH THE EXECUTION AND DELIVERY OF THIS MODIFICATION, THE HEREIN DESCRIBED ASSUMPTION AGREEMENT, AMENDED AND RESTATED NOTES OR THE LOAN AGREEMENT. THEREFORE, NO RECORDING TAX IS DUE.

STATE OF ALABAMA

COUNTIES OF BIBB, CALHOUN, CHILTON, CLAY, CLEBURNE, COOSA, RANDOLPH, SHELBY, ST. CLAIR, TALLADEGA AND TALLAPOOSA

**ASSIGNMENT, ASSUMPTION AND MODIFICATION OF MORTGAGE, SECURITY
AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS**

THIS ASSIGNMENT, ASSUMPTION AND MODIFICATION OF MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS (“Modification” or “Amendment”) is made as of the 15th day of March, 2016 (“Effective Date”) by and among CAHABA FORESTS, LLC, a Delaware limited liability

company with an address at 99 High Street, Boston, Massachusetts 02110 ("**Assignor**"), **CLAIRMONT SPRINGS LLC**, a Delaware limited liability company with an address at 99 High Street, Boston, Massachusetts 02110 ("**Assignee**" or "**Mortgagor**") and **METROPOLITAN LIFE INSURANCE COMPANY**, a New York corporation with an address at 6750 Poplar Avenue, Suite 109, Memphis, Tennessee 38138 ("**Mortgagee**").

W I T N E S S E T H:

A. **WHEREAS**, Assignor has previously executed and delivered to Mortgagee a certain Mortgage, Security Agreement and Assignment of Leases and Rents dated June 17, 2010 (the "**Mortgage**", and unless defined or otherwise referenced herein, all capitalized terms used in this Modification shall have the meaning assigned to them in the Mortgage), relating to certain property described therein located in the State of Alabama (as to the pieces or parcels of land described therein, the "**Initial Premises**" and as to said pieces or parcels of land and all rights and appurtenances thereto, the "**Initial Mortgaged Property**") which Mortgage has been recorded in the Probate Offices of each of the following Counties as follows:

- (a) Autauga County on June 23, 2010 in RLPY Book 2010, page 4156;
- (b) Bibb County on June 24, 2010 in RPB Book 245, page 326;
- (c) Calhoun County on June 22, 2010 in Mortgage Book 4586, page 413;
- (d) Chilton County on June 24, 2010 in Real 2010, page 157037;
- (e) Clay County on June 21, 2010 in RLEST Book 362, page 91;
- (f) Cleburne County on June 21, 2010 in Mortgage Book 2010, page 2018;
- (g) Coosa County on June 23, 2010 in Mortgage Book 413, page 137;
- (h) Elmore County on June 23, 2010 in RLPY Book 2010, page 25580;
- (i) Etowah County on June 22, 2010 in Doc. #3333890;
- (j) Randolph County on June 21, 2010 in Mortgage Book 555, page 535;
- (k) Shelby County on June 24, 2010 in Inst. #20100624000199880;
- (l) St. Clair County on June 22, 2010 in Mortgage Book 2010, page 18700;
- (m) Talladega County on June 22, 2010 in Mortgage Book 1338, page 323; and
- (n) Tallapoosa County on June 23, 2010 in Recorded Card #257833.

B. **WHEREAS**, the Mortgage was executed and delivered in connection with that certain Loan Agreement dated June 17, 2010 by and between Assignor and Mortgagee as amended by First Amendment of Loan Agreement dated April 4, 2014 and Second Amendment of Loan Agreement dated June 12, 2015 (the "**Initial Loan Agreement**") and the Mortgage secured, among other things, a first mortgage loan in the original principal amount of \$74,000,000.00 (the "**Initial Loan**") evidenced by (a) a certain Promissory Note dated June 17, 2010 as amended by First Amendment of Promissory Note dated June 12, 2015 in the original principal amount, and with a current outstanding principal balance, of \$37,000,000 (the "**Initial Tranche A Note**"), and (b) a certain Promissory Note dated June 17, 2010 in the original

principal amount of \$37,000,000 with a current outstanding principal balance of \$28,860,000 (the “**Initial Tranche B Note**” and collectively with the Initial Tranche A Note, the “**Initial Notes**”), each of which was made by Assignee payable to the order of Mortgagee and are owned and held by Mortgagee;

C. **WHEREAS**, with the consent of Mortgagee given subject to certain terms and conditions set forth in that certain Assignment and Assumption Agreement of even date herewith by and among Assignor, Assignee, Mortgagee and others (the “**Assumption Agreement**”), Assignor has conveyed a portion of the Initial Premises and Initial Mortgaged Property, to Assignee by, among other things, certain Statutory Warranty Deeds each of even date herewith and conveyed the balance of the Initial Premises and the Initial Mortgaged Property to two other parties (the “**Other Grantees**”), all of which conveyances were made subject to the Mortgage, and Mortgagee subsequently released from the Mortgage the portions of the Initial Premises and Initial Mortgaged Property conveyed to the Other Grantees pursuant to Partial Releases of even date herewith executed and delivered by Mortgagee and to be recorded in the Counties wherein such released Initial Premises and Initial Mortgaged Property is located (the “**Released Property**”); and simultaneously with such conveyance, a portion of the Initial Loan in the principal amount of \$34,608,513 and certain other documents evidencing and securing the Initial Loan (collectively, the “**Initial Loan Documents**”) were assigned by Assignor to, and assumed by, Assignee pursuant to the Assumption Agreement, and such assumption is evidenced by an amendment and restatement of the Initial Tranche A Note styled as Amended and Restated Promissory Note of even date herewith made by Assignee payable to the order of Mortgagee in the original principal amount of \$19,442,985.00 (the “**Amended and Restated Tranche A Note**”) and an amendment and restatement of the Initial Tranche B Note styled as Amended and Restated Promissory Note of even date herewith made by Assignee payable to the order of Mortgagee in the original principal amount of \$15,165,528.00 (the “**Amended and Restated Tranche B Note**” and collectively with the Amended and Restated Tranche A Note, the “**Amended and Restated Notes**”) all pursuant to that certain Amended and Restated Loan Agreement of even date herewith between Assignee and Mortgagee (as amended, restated, renewed, extended, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), which amends and restates in its entirety the Initial Loan Agreement;

D. **WHEREAS**, Assignor, Assignee and Mortgagee desire to enter into this Modification to, among other things, reflect the assignment to, and assumption by, Assignee of a portion of the Initial Loan as set forth above and to provide that the Mortgage shall continue to secure, among other things, the payment and performance of the portion of the Initial Loan evidenced by the Amended and Restated Notes, the Loan Agreement and the Loan Documents (as defined in the Loan Agreement).

AGREEMENT

NOW THEREFORE, as an inducement to Mortgagee to accept the assignment pursuant to the Assumption Agreement and in consideration of the foregoing and the performance and observance of the covenants, agreements, conditions and provisions set forth below and in the Assumption Agreement, Loan Agreement and Amended and Restated Notes, and for and in consideration of Assignee assuming that portion of the Initial Loan evidenced by the Amended

and Restated Notes, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged Assignor, Assignee and Mortgagee hereby agree as follows:

1. **Assignment and Assumption of the Mortgage.** In connection with the execution and delivery of the Assumption Agreement and certain additional documents related thereto, Assignor assigned and does hereby assign all right, title and interest and all obligations and liabilities of Assignor in and to the Mortgage to Assignee, and Assignee hereby accepts such assignment and has assumed and does hereby assume all of the payment and performance obligations of Assignor set forth in the Mortgage (as amended by this Modification) in accordance with the terms and conditions set forth therein and herein, including, without limitation, the obligation to pay all sums due under the Amended and Restated Notes and the Mortgage (as amended by this Modification), in the same manner and with the same effect as if Assignee had signed and delivered the Mortgage (as amended by this Modification) on the date of such Mortgage and in the place and stead of Assignor, in a manner consistent with the terms of the Loan Agreement. Assignee hereby promises to pay and perform the Obligations as and when the same shall be due and payable, or required to be undertaken or satisfied, whether by lapse of time, by acceleration or maturity or otherwise.
2. **Nature of the Secured Indebtedness.** The Amended and Restated Notes evidence the portion of the indebtedness under the Initial Notes assumed by Assignee under the Assumption Agreement. The Initial Notes, to the extent of the portion thereof assumed by Assignee, have been amended and restated in their entirety pursuant to the Amended and Restated Notes. The Amended and Restated Notes evidence a portion of the same indebtedness evidenced by the Initial Notes, and the maturity of such indebtedness is not being increased in conjunction with the assignment and assumption of such indebtedness by Assignee pursuant to the Assumption Agreement, the Amended and Restated Note, the Mortgage (as modified by this Modification) or the Loan Agreement. The amendment and restatement of the Initial Notes pursuant to the Amended and Restated Notes are not a novation, and no part of the indebtedness evidenced by the Initial Notes as amended and restated by the Amended and Restated Notes, or the lien of the Mortgage securing such indebtedness, shall be disturbed, discharged, canceled or impaired by the amendment and restatement of the Initial Notes as evidenced by the Amended and Restated Notes, it being the intention of Assignor, Assignee and Mortgagee that such amendment and restatement shall not constitute a novation and shall not create a new or further principal indebtedness and that the execution and delivery of the Amended and Restated Notes shall not release any of the obligations of any party under the Initial Notes except as specifically provided in the Assumption Agreement.
3. **Specific Amendments of Mortgage.** As of the Effective Date, the Mortgage shall be and hereby is amended pursuant to the terms of the Loan Agreement as follows:
 - 3.1 Section 1 of the Mortgage is hereby amended and restated in its entirety to read as follows:

This Mortgage is being executed pursuant to the terms of the Amended and Restated Loan Agreement dated March 15, 2016, between Mortgagor and

Mortgagee (as amended, restated, renewed, extended, supplemented or otherwise modified from time to time, the "**Loan Agreement**"). Any capitalized terms used in this Mortgage and not otherwise defined herein shall have the meaning assigned to said term in the Loan Agreement. Pursuant to the Loan Agreement, the Mortgagor is justly indebted to Mortgagee in the original principal amount of **THIRTY-FOUR MILLION SIX HUNDRED EIGHT THOUSAND FIVE HUNDRED THIRTEEN AND NO/100 US DOLLARS (US \$34,608,513.00)** (the "**Loan**"), as evidenced by two (2) amended and restated promissory notes in the aggregate amount of the Loan, each from Mortgagor to Mortgagee dated March 15, 2016, and bearing interest and with a maturity date as set forth therein, and all successive extensions and renewals of the indebtedness represented thereby (said notes, as presently constituted and as they may hereafter be amended, extended, renewed, modified or consolidated from time to time, together with any and all notes that may hereafter be given in substitution therefor, being hereinafter referred to collectively as the "**Note**" or the "**Notes**"). The Loan Agreement, the Notes, this Mortgage and the other documents evidencing, securing or executed and delivered in connection with the Loan and the Loan Agreement, as they may hereinafter be amended, extended, restated or modified from time to time, are herein referred to collectively as the "**Loan Documents**".

3.2 Section 6.2 of the Mortgage is hereby deleted and replaced with "Intentionally Deleted".

4. **General Amendment.** The Mortgage is hereby amended to make the recitations and contents thereof consistent with the recitations and terms of this Modification, and is further amended to provide that each reference to the Mortgage or to "this Agreement", "hereunder", "hereof", or words of like import in the Mortgage and this Modification and in each and all of the Loan Documents, including, without limitation, by means of words like "thereunder", "thereof" and words of like import, shall be deemed and construed to refer to the Mortgage (as amended by this Modification) and are hereby modified accordingly, and all references herein and in the Mortgage to the Loan Agreement, the Loan, the Loan Documents and the Notes shall hereafter be references to such terms as they are modified and amended in the manner described and defined in this Modification, or as required to be consistent therewith, and all references to "Mortgagor" in the Mortgage shall mean and refer to Assignee, and is also amended so that the definition of, and all references to "Obligations" and "Secured Obligations" in the Mortgage and this Modification shall hereafter mean and be references to the Obligations and Secured Obligations as defined in the Mortgage and Loan Agreement, as modified and amended in Section 3 above, including, without limitation, with the description and definition of the Notes as set forth in Section 3.1 of this Modification so as to include, without limitation, the indebtedness evidenced by each of the Notes as defined in Section 3.1 (which Notes are one and the same as the Amended and Restated Notes referenced herein), it being understood and agreed that all references to "Premises" herein and in the Mortgage shall mean and refer to the Initial Premises less and except the Released Property and all references to "Mortgaged Property" herein and in the Mortgage shall mean and refer to the Initial Mortgaged Property less and except the Released Property.

5. **References In Loan Documents.** Each reference in the Loan Agreement and the Loan Documents to the Mortgage shall be deemed and construed to refer to the Mortgage as modified by this Modification and are hereby modified accordingly. The Mortgage and this Modification shall be construed together as a single instrument and shall constitute a Loan Document.
6. **One Mortgage.** The Mortgage as amended by this Modification and the other mortgages securing the Obligations recorded or to be recorded in other Counties in Alabama, as amended or supplemented from time to time, shall constitute one and the same Mortgage. Mortgagee may cause a foreclosure sale or file an action to enforce any right or remedy under the Mortgage or applicable as to all of the Mortgaged Property under said mortgages, regardless of the County in which the Mortgaged Property encumbered hereby is located, in any county in which any of the Mortgaged Property encumbered by any such mortgage is located, in Mortgagee's sole and absolute discretion. Assignee consents to venue and jurisdiction in any such County as determined by Mortgagee.
7. **Default.** Any default by Assignee in the performance of its obligations herein contained or any material inaccuracy in the representations and warranties made by Assignee herein shall constitute a default under the terms of the Mortgage.
8. **No Impairment of Lien.** Nothing set forth herein shall affect the existence, priority or extent of the lien of the Mortgage or any of the other Loan Documents (except with respect to the Released Property and to the extent the lien of the Mortgage shall be affected by the reduction in the principal amount of the indebtedness secured by the Mortgage), nor release or change the liability of any party who may now be or after the date of this Modification may become liable, primarily or secondarily, under the Mortgage or any of the other Loan Documents. The Loan Agreement, the Amended and Restated Notes, the Mortgage and the other Loan Documents shall remain in full force and effect and this Modification shall have no effect on the priority or validity of the liens set forth in the Mortgage or the other Loan Documents, which are incorporated herein by reference.
9. **Ratification; Continued Force and Effect.** This Modification is only an amendment to the Mortgage and is not intended to, and shall not be construed to, effect a novation of the Mortgage, the Amended and Restated Notes or any indebtedness evidenced thereby or any of the other Loan Documents, and, except as expressly set forth herein, all of the representations, covenants, terms and conditions of the Mortgage and the collateral security provided thereby, have not been modified, amended, cancelled, terminated, released, satisfied, superseded or otherwise invalidated in any manner and shall remain in full force and effect. Subject to and in accordance with Section 1 above, Assignee hereby ratifies and confirms the Mortgage as amended hereby, including all representations, warranties, covenants and obligations set forth therein, and acknowledges and agrees that the Mortgage as modified hereby is enforceable against Assignee and against the Mortgaged Property described therein in accordance with its terms.
10. **Ratification and Confirmation by Assignee.** Assignee does hereby ratify and confirm, as modified by this Modification, the **GRANT, BARGAIN, SALE, CONVEYANCE,**

PLEDGE, ASSIGNMENT, MORTGAGE, TRANSFER AND SETTING OVER UNTO Mortgagee, its successors and assigns, **WITH THE POWER OF SALE**, of all right, title and interest in and to the Mortgaged Property described in the Granting Clauses of the Mortgage which constitute or may constitute an interest in real property or fixtures and does hereby ratify and confirm the grant to Mortgagee of a security interest in and a pledge of the property and interests in the Mortgaged Property described in said Granting Clauses which constitute goods or personal property, including, without limitation, timber to be cut and as-extracted collateral.

TO HAVE AND TO HOLD the Real Property Collateral, together with the rights, privileges and appurtenances thereto belonging, to the use, benefit and behoof of Mortgagee, its successors and assigns, **IN FEE SIMPLE** (or leasehold) forever and Assignee hereby covenants that Assignee is lawfully seized and possessed of the Real Property Collateral and has good right to convey and mortgage the same, that the same are unencumbered, except for the Permitted Encumbrances, and that Assignee does bind itself and its successors and assigns to warrant and forever defend the Real Property Collateral unto Mortgagee and its successors and assigns, against the claim or claims of all persons, claiming or to claim the same or any part thereof or interest therein, together with the rights, privileges and appurtenances thereto belonging, unto Mortgagee and its successors and assigns, forever, and Assignee hereby binds itself and its successors and assigns to warrant and forever defend the Code Collateral unto Mortgagee, its successors and assigns, against the claim or claims of all persons claiming or to claim the same or any part thereof or any interest therein.

THIS MORTGAGE as amended by this Modification, is made upon the terms and conditions contained herein, in the other Loan Documents and upon the further condition that if an Event of Default (as defined in the Mortgage) shall exist, Mortgagee shall have the **POWER OF SALE** and other rights and remedies described in the Mortgage; and is given to secure the Obligations as such term is amended herein and the keeping, performance and observance of, and compliance with, all provisions and agreements required to be kept, performed, observed and complied with, by or on behalf of Assignee, as "Borrower" under the Loan Agreement, as "Mortgagor" or "Assignee" under the Mortgage or in any other manner identified or defined under any of the other Loan Documents, and also to secure repayment, reimbursement and indemnification to Mortgagee of all future advances, fees, liabilities, costs and expenses, including court costs, recording or mortgage taxes and attorneys' fees, together with interest thereon as provided in the Loan Agreement, the Mortgage and in the other Loan Documents, made, paid, suffered or incurred by or for the account of Mortgagee pursuant to the Loan Agreement, the Mortgage and/or the other Loan Documents.

11. **Miscellaneous.**

11.1 Assignee, upon request from Mortgagee, agrees to execute such other and further documents as may be reasonably necessary or appropriate to consummate the transactions contemplated by the Loan Documents or this Modification or to perfect the liens and security interests intended to secure the payment of the

indebtedness and other obligations evidenced by the Amended and Restated Notes and Loan Agreement.

- 11.2 The execution of this Modification by Mortgagee does not and shall not constitute a waiver of any rights or remedies to which Mortgagee is entitled pursuant to the Loan Agreement, Amended and Restated Notes, Mortgage or the other Loan Documents, nor shall the same constitute a waiver of any default which may have heretofore occurred or which may hereafter occur with respect to the Loan Agreement, the Amended and Restated Notes, the Mortgage or the other Loan Documents.
- 11.3 A determination that any provision of this Modification is unenforceable or invalid shall not affect the enforceability or validity of any other provision hereof, and any determination that the application of any provision of this Modification to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.
- 11.4 This Modification may be executed in any number of identical counterparts, each of which shall be deemed to be an original, and all of which shall collectively constitute a single agreement, fully binding upon and enforceable against the parties hereto.
- 11.5 This Modification and the Loan Documents contain the entire agreement between the parties hereto as to the modification of the Mortgage and fully supersedes all prior agreements and understanding between the parties pertaining to such subject matter. The foregoing recitals at the beginning of this Modification are hereby incorporated herein by reference.
- 11.6 This Modification shall be binding upon Assignor and Assignee, and their respective successors and assigns, and shall be binding upon and inure to the benefit of the Mortgagee, its successors and assigns, including any subsequent holder of the Amended and Restated Notes.
- 11.7 Assignor hereby certifies to Assignee and Mortgagee that mortgage privilege tax in the amount of \$111,000.00 was paid at Clay County upon the recording of the Mortgage based on the Initial Loan of \$74,000,000.00.
- 11.8 Assignor or Assignee shall pay all mortgage privilege taxes and other charges of applicable governmental authorities, regardless of the amount due, upon the recording of this Modification or at any other time due and payable with respect to the Mortgage or any other Loan Documents as more fully set forth in the Loan Agreement.
- 11.9 In the event of a conflict between express terms and provisions of the Loan Agreement and terms and provisions of the Mortgage, as amended by this Modification, which expressly address the same specific subject matter, such terms and provisions of the Loan Agreement shall govern.

11.10 Assignor is executing this Modification only for the purpose of indicating its agreement as to Sections 1, 2, 7, 11.4, 11.5, 11.6, and 11.7, it being understood that Section 11.6 shall apply to Assignor only with respect to these sections.

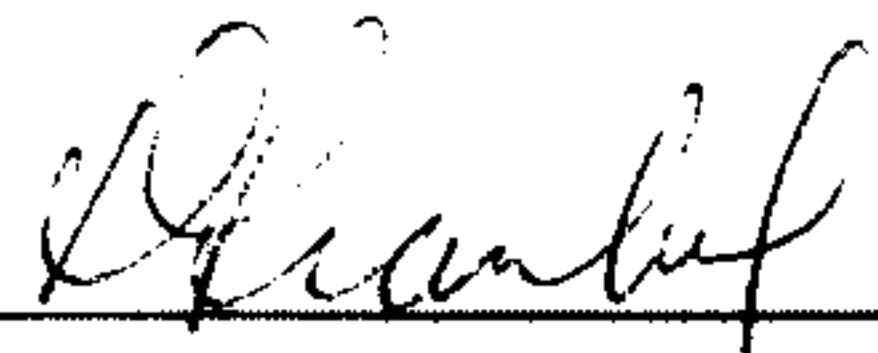


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Shelby Cnty Judge of Probate, AL
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IN WITNESS WHEREOF, Assignor, Assignee and Mortgagee have caused this Amendment to be duly executed under seal as of the day and year first above written.

ASSIGNOR:

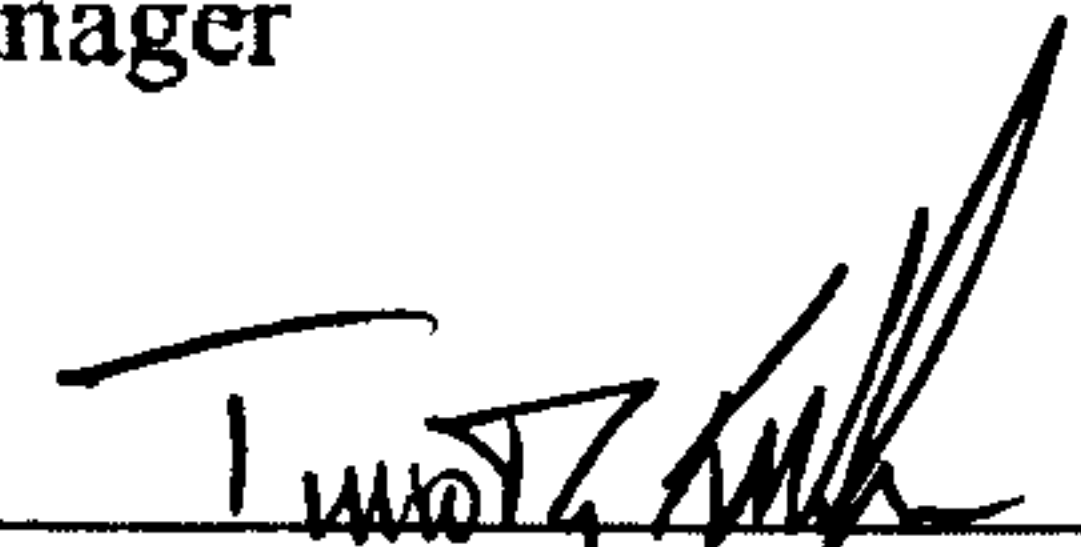
CAHABA FORESTS, LLC,
a Delaware limited liability company


By: 
Name: Donna Frankel
Title: Vice President

ASSIGNEE:

CLAIRMONT SPRINGS LLC,
a Delaware limited liability company


By: Hancock Natural Resource Group, Inc.,
a Delaware corporation,
its Manager

By: 
Name: Timothy Koelker
Title: Vice President
Duly Authorized


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MORTGAGEE:

**METROPOLITAN LIFE INSURANCE
COMPANY**, a New York corporation,

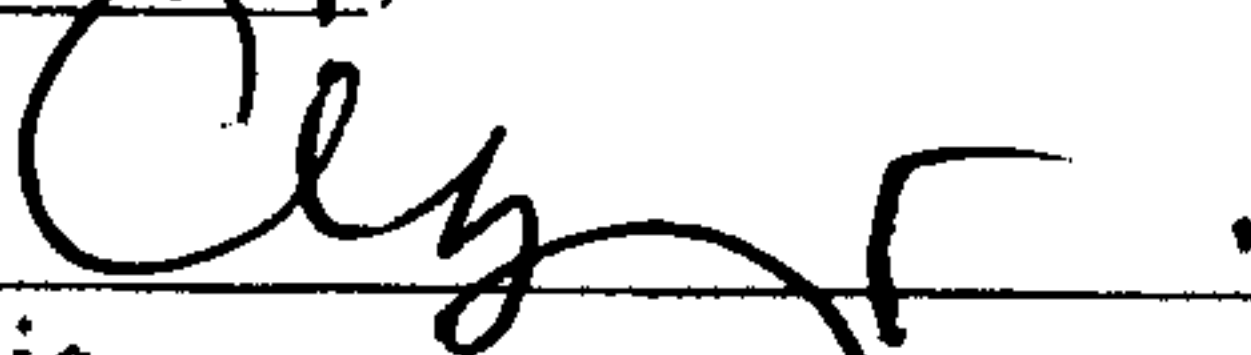
By: 
W. Kirk Purvis
Its Director

STATE OF TENNESSEE)
)
COUNTY OF SHELBY)

I, Amy D. Griffith a notary public in and for said County in said State, hereby certify that W. Kirk Purvis, whose name as Director of Metropolitan Life Insurance Company, a New York corporation, is signed to the foregoing Assignment, Assumption and Modification of Mortgage, Security Agreement and Assignment of Leases and Rents ("Modification"), and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 10 day of March, 2016.




Notary Public
Print Name: Amy D Griffith
My Commission expires: 10-9-16

[SEAL]



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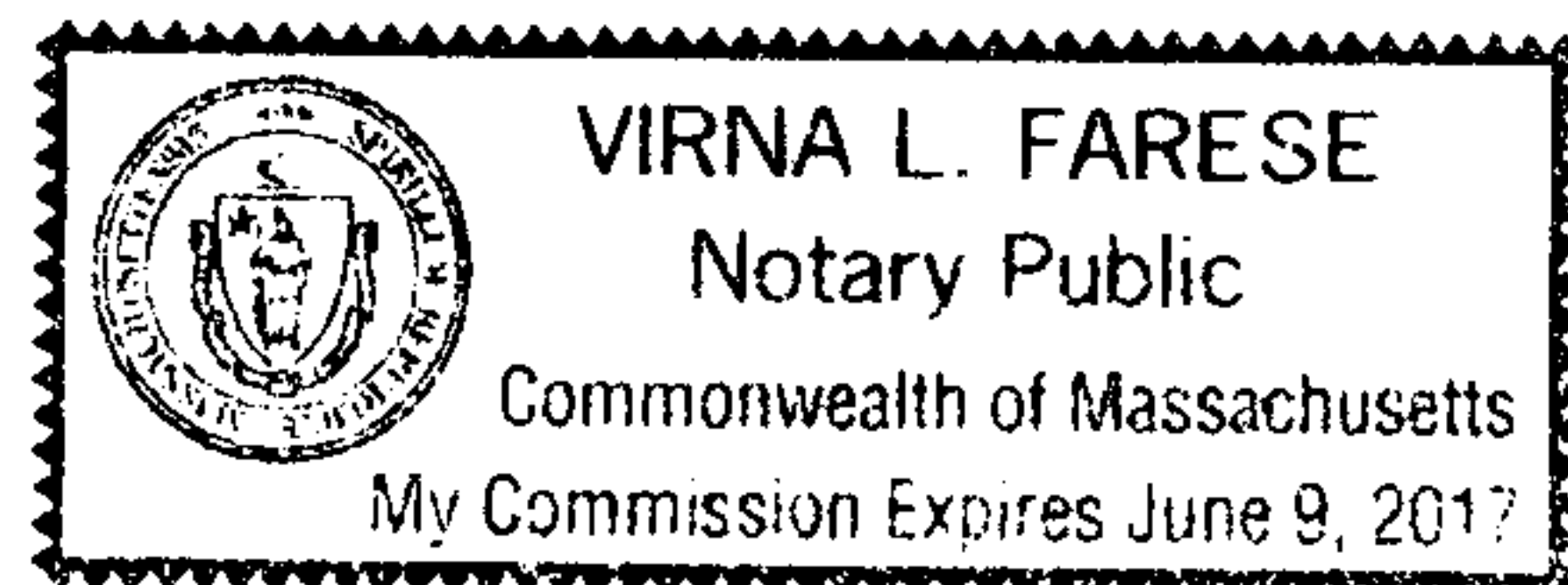
COMMONWEALTH OF MASSACHUSETTS)
)
COUNTY OF SUFFOLK)

I, Virna Favese a notary public in and for said County in said State, hereby certify that Timothy Koelker, whose name as Vice President of Hancock Natural Resource Group, Inc., a Delaware corporation, Manager of Clairmont Springs LLC, a Delaware limited liability company, is signed to the foregoing Assignment, Assumption and Modification of Mortgage, Security Agreement and Assignment of Leases and Rents ("Modification"), and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he/she, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation and of said limited liability company.

Given under my hand this the 11th day of March, 2016.

Virna Favese
Notary Public
Print Name: Virna Favese
My Commission expires: June 9, 2017

[SEAL]



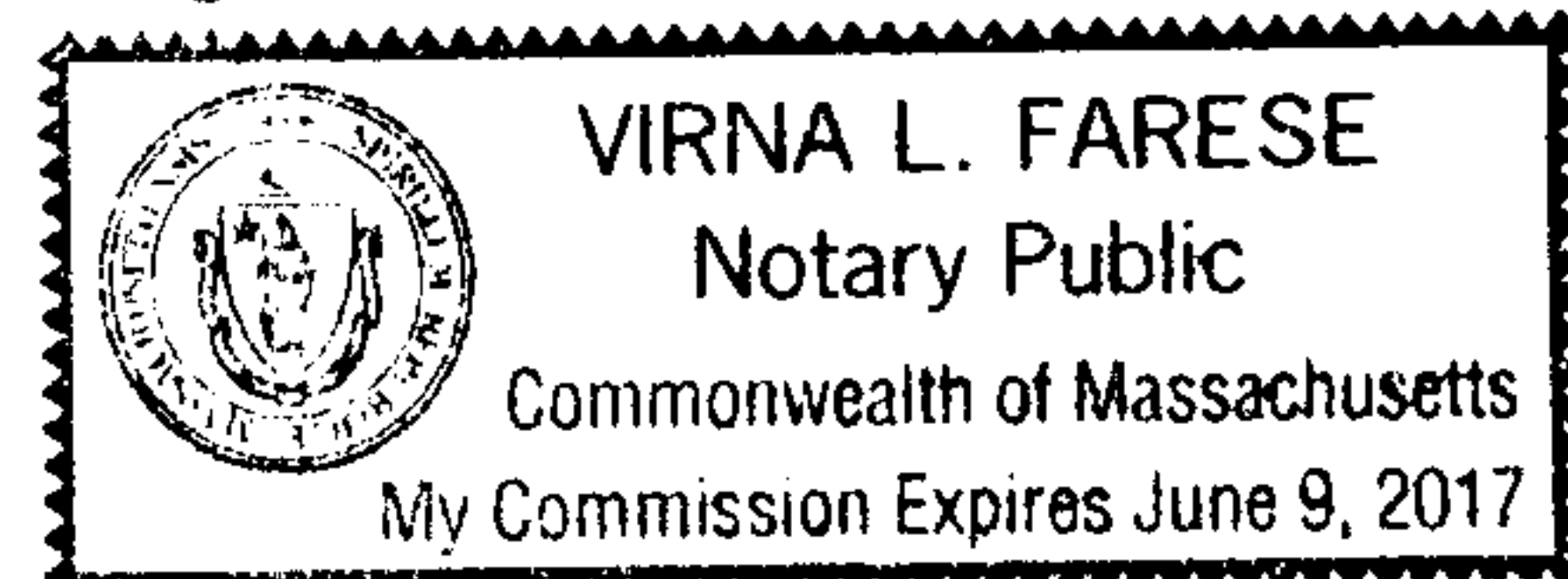
COMMONWEALTH OF MASSACHUSETTS)
)
COUNTY OF SUFFOLK)

I, Virna Favese a notary public in and for said County in said State, hereby certify that Donna Frankel, whose name as Vice President of Cahaba Forests, LLC, a Delaware limited liability company, is signed to the foregoing Assignment, Assumption and Modification of Mortgage, Security Agreement and Assignment of Leases and Rents ("Modification"), and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification, he/she, as such officer, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this the 11th day of March, 2016.

Virna Favese
Notary Public
Print Name: Virna Favese
My Commission expires: June 9, 2017

[SEAL]



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(Acknowledgement Page to Assignment, Assumption and Modification of Mortgage,
Security Agreement and Assignment of Leases and Rents - Clairmont Springs)