

**THIS INSTRUMENT WAS PREPARED BY:**

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(205) 251-3000

**WELLS  
FARGO**

20160729000267140 1/7 \$35.00  
Shelby Cnty Judge of Probate, AL  
07/29/2016 12:03:01 PM FILED/CERT

**NOTE TO RECORDER:** THIS INSTRUMENT IS GIVEN TO MODIFY THAT CERTAIN CONSTRUCTION MORTGAGE WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING DATED SEPTEMBER 12, 2014 FROM NSH (AS DEFINED HEREIN) IN FAVOR OF LENDER (AS DEFINED HEREIN), AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA, AS INSTRUMENT NO. 20140923000297840, AS MODIFIED BY MORTGAGE MODIFICATION AGREEMENT WITH AN EFFECTIVE DATE OF DECEMBER 31, 2014 AND RECORDED AS INSTRUMENT NO. 20150204000037400 IN SAID RECORDER'S OFFICE (AS AMENDED FROM TIME TO TIME, THE "MORTGAGE"), UPON WHICH MORTGAGE RECORDING TAX WAS PREVIOUSLY PAID UPON THE FILING OF (i) THAT CERTAIN CONSTRUCTION MORTGAGE WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING DATED APRIL 29, 2011 FROM NSH IN FAVOR OF LENDER RECORDED ON MAY 27, 2011 AS INSTRUMENT NO. 20110527000533900 IN THE OFFICE OF THE JUDGE OF PROBATE OF JEFFERSON COUNTY, ALABAMA AND (ii) THAT CERTAIN CONSTRUCTION MORTGAGE WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING DATED JANUARY 18, 2012 FROM NSH IN FAVOR OF LENDER RECORDED ON JANUARY 26, 2012 AS INSTRUMENT 20120126000049710 IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA, ALL AS MODIFIED PURSUANT TO (X) THAT CERTAIN MORTGAGE MODIFICATION AGREEMENT DATED EFFECTIVE OCTOBER 29, 2012 AND RECORDED WITH THE OFFICES OF THE JUDGE OF PROBATE OF JEFFERSON COUNTY, ALABAMA (INSTRUMENT NO. 20121119001254750) AND MADISON COUNTY, ALABAMA (INSTRUMENT NO. 20121120000754090), (Y) THAT CERTAIN SECOND MORTGAGE MODIFICATION AGREEMENT DATED EFFECTIVE APRIL 26, 2013, AND RECORDED WITH THE OFFICES OF THE JUDGE OF PROBATE OF JEFFERSON COUNTY, ALABAMA (INSTRUMENT NO. 20130429000429310) AND MADISON COUNTY, ALABAMA (INSTRUMENT NO. 20130501000285270) AND (Z) THAT CERTAIN THIRD MORTGAGE MODIFICATION AGREEMENT DATED EFFECTIVE DECEMBER 31, 2014 AND RECORDED WITH THE OFFICES OF THE JUDGE OF PROBATE OF JEFFERSON COUNTY, ALABAMA (INSTRUMENT NO. 20150203000126030) AND MADISON COUNTY, ALABAMA (INSTRUMENT NO. 20150204000061190). THERE IS NO INCREASE IN THE INDEBTEDNESS SECURED BY THE MORTGAGE OR ANY MODIFICATION TO THE MATURITY DATE THEREOF IN CONJUNCTION WITH FILING THIS AGREEMENT AND NO RECORDING TAX IS DUE.

STATE OF ALABAMA )

COUNTY OF SHELBY )

**SECOND MORTGAGE MODIFICATION AGREEMENT**

**THIS SECOND MORTGAGE MODIFICATION AGREEMENT ("Agreement")** made as of July 5, 2016 (the "Effective Date"), is entered into by and among **WELLS FARGO BANK, NATIONAL ASSOCIATION ("Lender")**, **NSH CORP.**, an Alabama corporation ("**NSH**"), **SB DEV. CORP.**, an Alabama corporation ("**SBDC**") and **STOCKTON PARTNERS, LLC**, an Alabama limited liability company ("**Stockton**" together with NSH and SBDC, individually or collectively, the "**Mortgagor**").

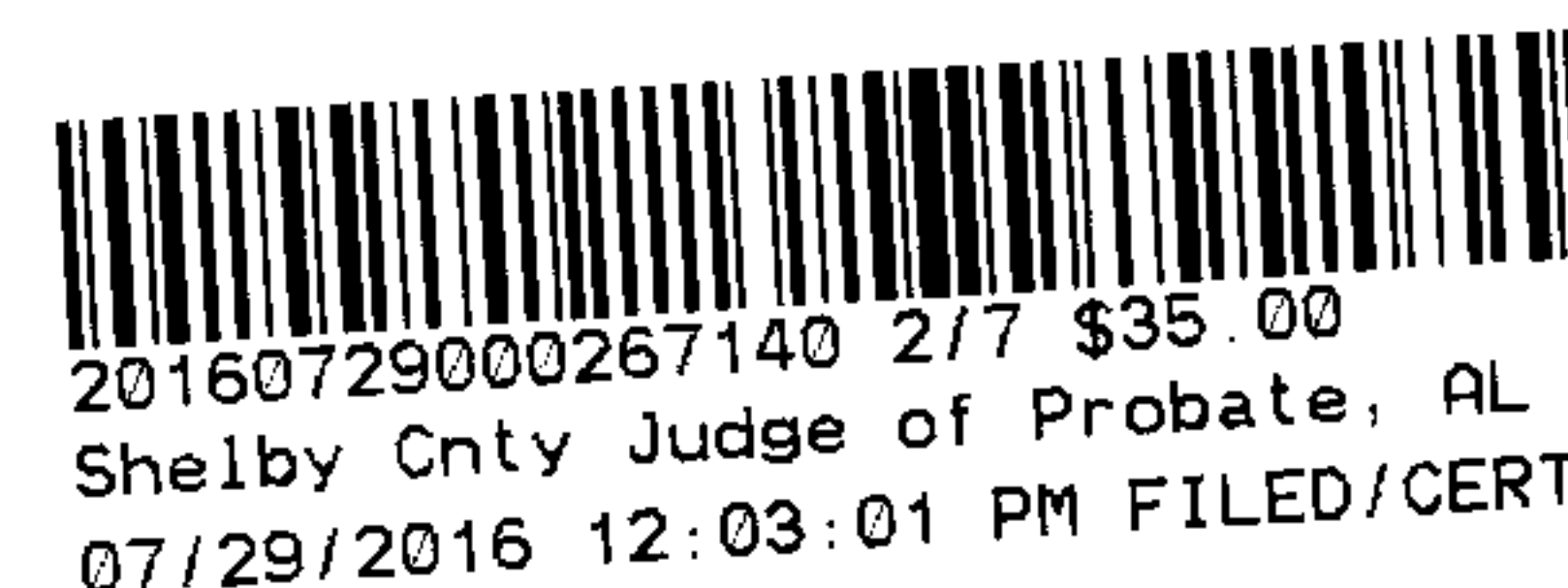
**RECITALS**

A. Mortgagor together with **NSH NASHVILLE, LLC**, a Tennessee limited liability company ("**NSH Nashville**"), **BRENLEY CROSSING PARTNERS LLC**, a Tennessee limited liability company ("**Brenley Crossing**"), and **JACKSON HILLS PARTNERS LLC**, a Tennessee limited liability company ("**Jackson Hills**" together with Mortgagor, NSH Nashville and Brenley Crossing, individually or collectively, the

“Borrower”) is justly indebted to Lender for a revolving line of credit loan in the principal amount of up to \$20,000,000 (the “Loan”), which Loan is evidenced and secured by, *inter alia*, (i) that certain Amended and Restated Credit Facility Agreement dated effective as of December 31, 2014, as amended by Modification Agreement dated August 5, 2015, as amended by Second Modification Agreement dated effective as of December 31, 2015, as amended by Third Modification Agreement dated as of the date hereof (as modified, amended or restated, the “Credit Agreement”); (ii) that certain Third Amended and Restated Promissory Note Secured by Mortgage dated effective December 31, 2014 executed by Borrower in favor of Lender, as modified the above referenced Modification Agreements (as modified, amended or restated, the “Note”), (ii), and (iii) that certain Construction Mortgage with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing dated September 12, 2014 from NSH in favor of Lender, recorded as Instrument No. 20140923000297840 in the Office of the Judge of Probate of Shelby County, Alabama, as amended by Mortgage Modification Agreement dated effective as of December 31, 2014 from NSH in favor of Lender, recorded as Instrument No. 20150204000037400 in said recording office (together with all amendments and modifications thereto, the “Mortgage”). The Mortgage encumbers the real property described therein (the “Property”).

- B. Borrower has requested certain modifications to the terms and conditions of the Loan (collectively, the “Loan Modifications”), and in conjunction with such Loan Modifications, Lender requires that the Mortgage be modified and amended as hereafter set forth.
- C. The Note, Mortgage, Credit Agreement, this Agreement, the other documents described in the Credit Agreement as “Loan Documents”, together with the Indemnity (as defined in the Credit Agreement), together with all other documents evidencing or securing the Loan, and all modifications and amendments thereto and any document required thereunder or hereunder, are collectively referred to herein as the “Credit Facility Documents”.
- D. Each Borrower is affiliated and will receive direct and indirect benefits from the Loan Modifications, and Mortgagor agrees and acknowledges that there is good and sufficient consideration for it to execute this Agreement as an inducement to Lender to enter into the Loan Modifications, and therefore, Mortgagor has agreed to execute this Agreement on the terms and conditions hereafter provided.

NOW, THEREFORE, Mortgagor and Lender agree as follows:



- 1. **REPRESENTATIONS AND WARRANTIES.** Mortgagor hereby represents and warrants that no Default, breach or failure of condition has occurred, or would exist with notice or the lapse of time or both, under the Mortgage (as modified by this Agreement) and that all representations and warranties herein and in the Mortgage is true and correct, which representations and warranties shall survive execution of this Agreement.
- 2. **MODIFICATION OF MORTGAGE AND OTHER CREDIT FACILITY DOCUMENTS.** The Mortgage is hereby modified as follows:
  - 2.1 All references in the Mortgage to the “Borrower” or “Borrower(s)” are hereby modified to mean the Borrower as defined in the above Recitals.
  - 2.2 All references in the Mortgage to the “Note” and “Credit Agreement” are modified to refer to the Note and Credit Agreement as defined in the above Recitals.
  - 2.3 All references in the Mortgage to the “Mortgagor” or “Mortgagor(s)” are hereby modified to mean the Mortgagor as defined in the opening paragraph of this Agreement.
  - 2.4 All references to the “Property” and “Collateral” in the Mortgage shall refer those portions of the Property and Collateral in which an applicable Mortgagor has an interest, and all covenants and representations and warranties made by each Mortgagor in the Mortgage with respect to the Property

or Collateral shall be deemed to be representations, warranties and covenants with respect to those portions of the Property or Collateral in which each applicable Mortgagor has an interest.

3. **FORMATION AND ORGANIZATIONAL DOCUMENTS.** Mortgagor has previously delivered to Lender all of the relevant formation and organizational documents of Mortgagor, of the partners, members or joint venturers of Mortgagor (if any), and all such formation documents remain in full force and effect and have not been amended or modified since they were delivered to Lender. Mortgagor hereby certifies that: (i) the above documents are all of the relevant formation and organizational documents of Mortgagor; (ii) they remain in full force and effect; and (iii) they have not been amended or modified since they were previously delivered to Lender.
4. **NON-IMPAIRMENT.** Except as expressly provided herein, nothing in this Agreement shall alter or affect any provision, condition, or covenant contained in the Mortgage or affect or impair any rights, powers, or remedies of Lender, it being the intent of the parties hereto that the provisions of the Mortgage shall continue in full force and effect except as expressly modified hereby.
5. **MISCELLANEOUS.** This Agreement and the other Credit Facility Documents shall be governed by and interpreted in accordance with the laws of the State of Alabama, except if preempted by federal law. In any action brought or arising out of this Agreement or the Mortgage or other Credit Facility Documents, Mortgagor, and the general partners, members and joint venturers of Mortgagor, hereby consent to the jurisdiction of any federal or state court having proper venue within the State of Alabama and also consent to the service of process by any means authorized by Alabama or federal law. The headings used in this Agreement are for convenience only and shall be disregarded in interpreting the substantive provisions of this Agreement. All capitalized terms used herein, which are not defined herein, shall have the meanings given to them in the other Credit Facility Documents. Time is of the essence of each term of the Credit Facility Documents, including this Agreement. If any provision of this Agreement or any of the other Credit Facility Documents shall be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from this Agreement and the remaining parts shall remain in full force as though the invalid, illegal, or unenforceable portion had never been a part thereof.
6. **INTEGRATION; INTERPRETATION.** The Credit Facility Documents, including this Agreement, contain or expressly incorporate by reference the entire agreement of the parties with respect to the matters contemplated therein and supersede all prior negotiations or agreements, written or oral. The Credit Facility Documents shall not be modified except by written instrument executed by all parties thereto. Any reference to the Credit Facility Documents includes any amendments, renewals or extensions thereof now or hereafter approved by Lender in writing.
7. **EXECUTION IN COUNTERPARTS.** To facilitate execution, this document may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single document. It shall not be necessary in making proof of this document to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

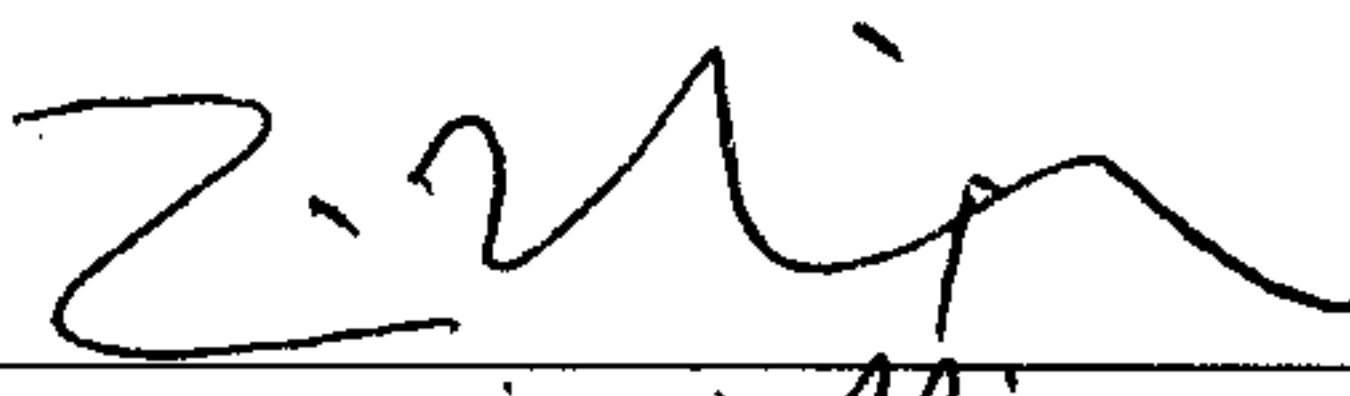
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Shelby Cnty Judge of Probate, AL  
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IN WITNESS WHEREOF, Mortgagor and Lender have caused this Agreement to be duly executed as of the Effective Date.

**"MORTGAGOR"**

**NSH CORP.,**  
an Alabama corporation

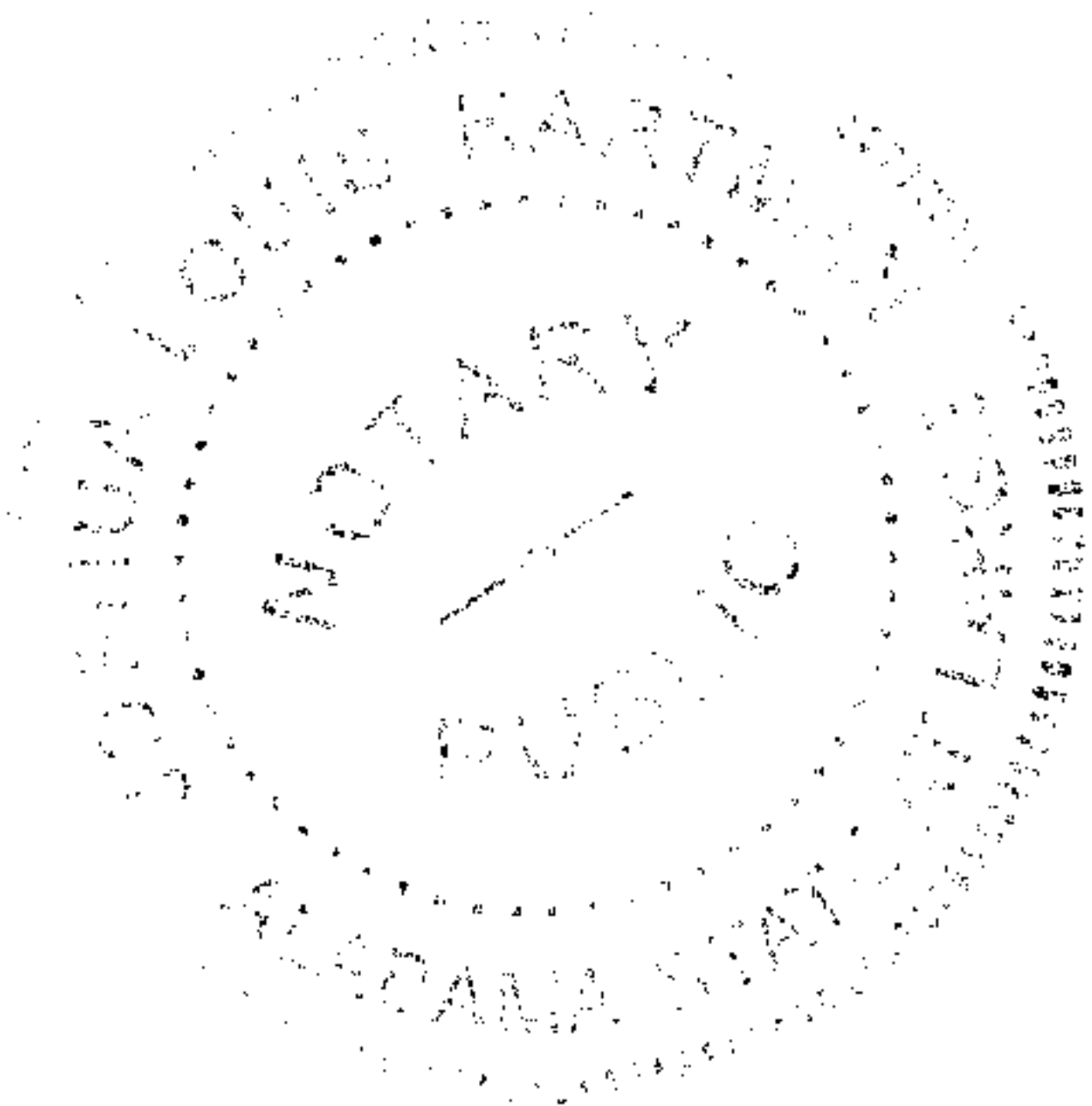
BY:   
Print Name: Levi Nixon  
Its: CFO

STATE OF ALABAMA            )  
                                          )  
COUNTY OF JEFFERSON        )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Levi Nixon whose name as CFO of NSH 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 the instrument, s/he, 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 seal this 5<sup>TH</sup> day of July, 2016.

[NOTARY SEAL]

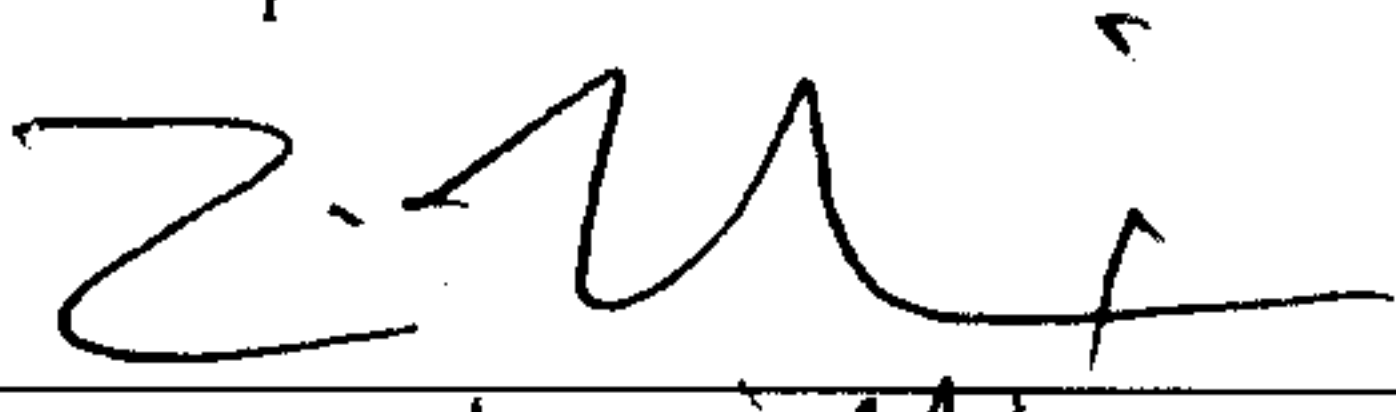


Notary Public  
Print Name: Joshua Louis Hartman  
My commission expires: \_\_\_\_\_

**JOSHUA LOUIS HARTMAN**  
Notary Public, Alabama State At Large  
My Commission Expires March 19, 2020

  
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Shelby Cnty Judge of Probate, AL  
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**SB DEV. CORP.,**  
an Alabama corporation

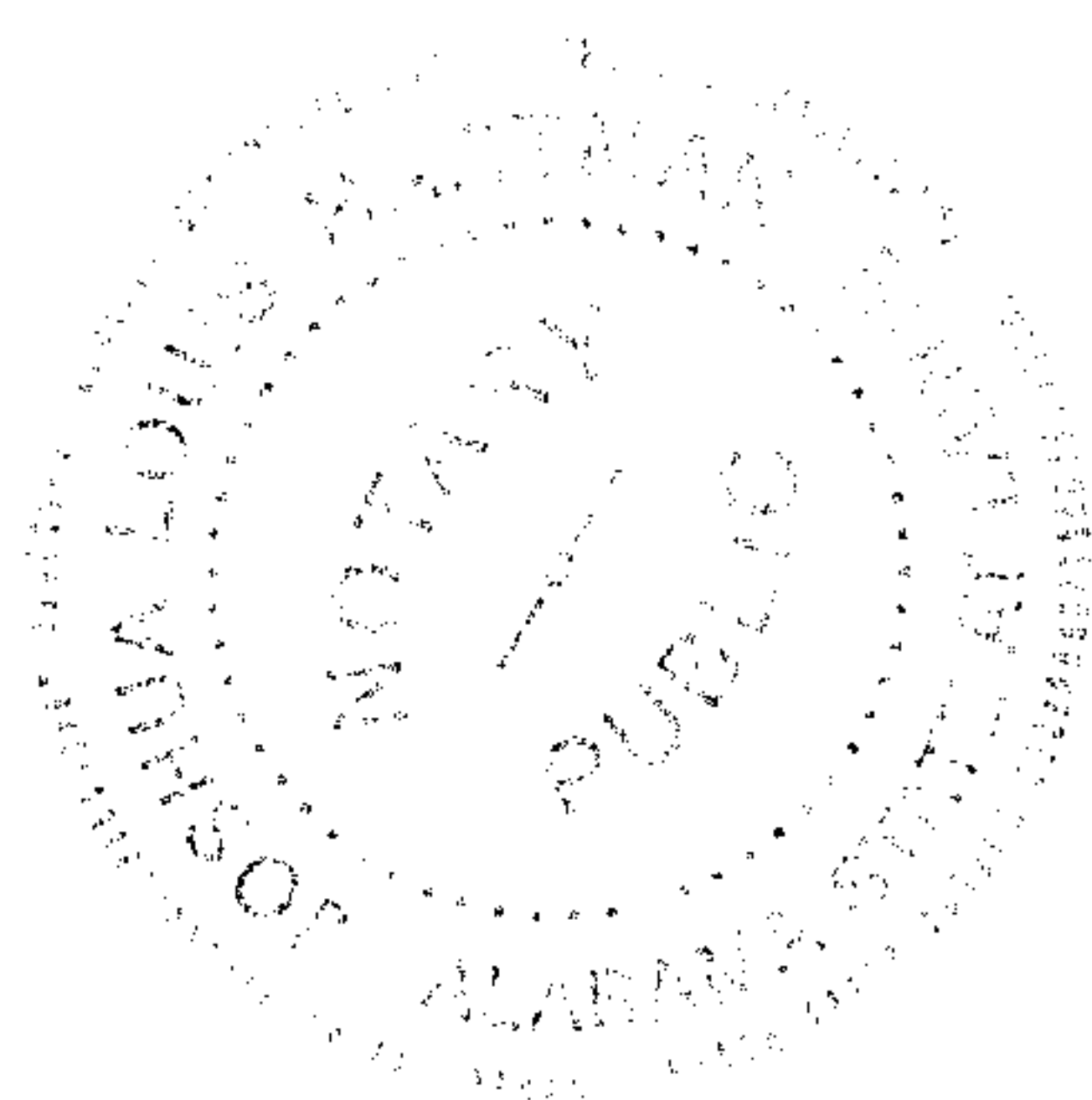
BY:   
Print Name: Levi Mixon  
Its: CFO

STATE OF ALABAMA       )  
                                      )  
COUNTY OF JEFFERSON    )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Levi Mixon whose name as CFO 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 the instrument, s/he, 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 seal this 5<sup>th</sup> day of July, 2016.

[NOTARY SEAL]



Notary Public  
Print Name: Joshua Louis Hartman  
My commission expires: \_\_\_\_\_

**JOSHUA LOUIS HARTMAN**  
Notary Public, Alabama State At Large  
My Commission Expires March 19, 2020



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Shelby Cnty Judge of Probate, AL  
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STOCKTON PARTNERS, LLC,  
an Alabama limited liability company

BY: [Signature]

Print Name: Levi Mixon

Its: LFO

STATE OF ALABAMA           )  
                                          )  
COUNTY OF JEFFERSON    )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Levi Mixon whose name as LFO of Stockton 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 the instrument, s/he, 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 and official seal this 26 day of July 2016.

[NOTARY SEAL]

[Signature]  
Notary Public  
Print Name: GARY JONES  
My commission expires: \_\_\_\_\_

GARY JONES  
NOTARY PUBLIC, STATE OF ALABAMA  
ALABAMA STATE AT LARGE  
MY COMMISSION EXPIRES  
APRIL 05, 2020



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Shelby Cnty Judge of Probate, AL  
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"LENDER"

**WELLS FARGO BANK, NATIONAL ASSOCIATION,**  
a national banking association

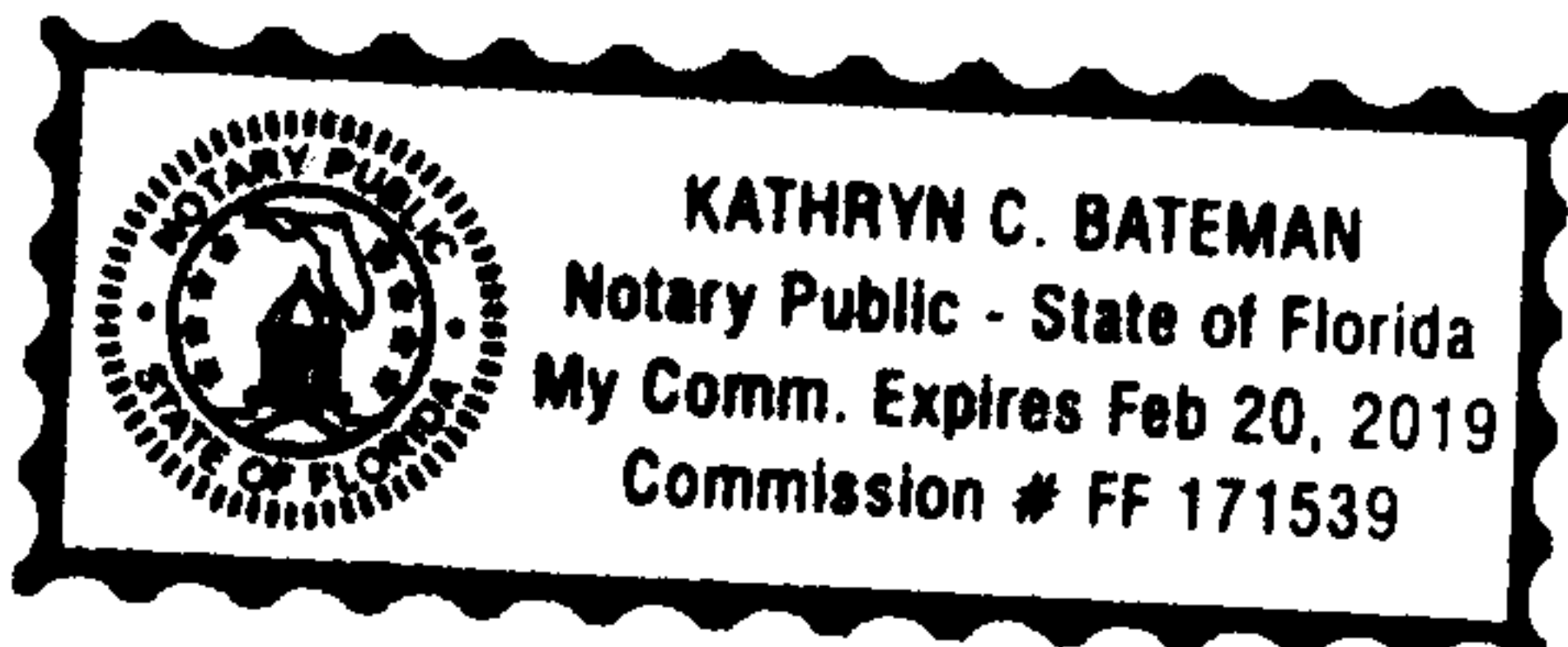
By: *Susan S. Beaugrand*  
Susan S. Beaugrand  
Its Senior Vice President

STATE OF FLORIDA           )  
                                          )  
COUNTY OF DUVAL        )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Susan S. Beaugrand whose name as Senior Vice President of Wells Fargo Bank, National Association, 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 the instrument, she, as such Senior Vice President 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 11 day of July, 2016.

[NOTARY SEAL]



*Kath C Bat*  
Notary Public  
Print Name: Kathryn C. Bateman  
My commission expires: \_\_\_\_\_

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Shelby Cnty Judge of Probate, AL  
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