

“Second Amendment”), as further amended by that certain Third Amendment to Loan Agreement and Loan Documents dated as of December 23, 2015, as further amended by that certain Fourth Amendment to Loan Agreement and Other Loan Documents dated as of May 31, 2016, and as further amended by that certain Fifth Amendment to Loan Agreement and Other Loan Documents (the **“Fifth Amendment”**) of even date herewith (as amended, the **“Loan Agreement”**; capitalized terms used and not otherwise defined herein shall have the meanings ascribed in the Loan Agreement), pursuant to which Mortgagee agreed to make a series of loans available to Mortgagor in the aggregate original principal amount of up to \$8,000,000.00, which principal amount was increased to \$10,000,000.00 in connection with the Second Amendment and which is being further increased to \$14,000,000 in connection with the Fifth Amendment (as amended, modified, renewed, or extended, the **“Loan”**);

WHEREAS, the Loan is evidenced and secured by that certain Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement of even date with the original Loan Agreement executed by Mortgagor for the benefit of Mortgagee and recorded on December 27, 2013, with the Probate Court of Jefferson County, Alabama, at LR 201320, Page 20055 and filed for record on February 24, 2014, with the Judge of Probate of Shelby County, Alabama as Instrument Number 20140224000050360 (as amended, the **“Mortgage”**), securing certain real property described in Exhibit A attached thereto and incorporated herein (as amended from time to time, the **“Land”**), and certain other documents and instruments evidencing or securing the Loan or related thereto (together with the Mortgage and Loan Agreement, as amended, collectively, the **“Loan Documents”**);

WHEREAS, as further described in the Fifth Amendment, Mortgagor and Mortgagee have increased the maximum principal amount of the Loan by \$4,000,000.00, such that after effecting such increase, the maximum amount available with respect to the Loan will be \$14,000,000.00; and

WHEREAS, in accordance with the Loan Agreement, Mortgagor desires to amend the Mortgage to increase the amount secured by the Mortgage to \$14,000,000, and in accordance therewith, Mortgagor desires to amend the Mortgage as set forth herein.

A G R E E M E N T

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Amendment of Mortgage.**

a. The Mortgage shall be and the same hereby is amended to reflect that Mortgagor and Mortgagee are executing the Fifth Amendment and the third amended and restated promissory note described therein, such that the Mortgage shall collateralize and secure the increased Loan amount.

b. The Mortgage shall be deemed amended as set forth hereinabove and to the extent necessary to carry out the intent of this Amendment. Without limiting the generality of the foregoing, each reference in the Mortgage to the "Loan Agreement" the "Note" or any other "Loan Documents" shall be deemed to be references to said documents, as amended hereby. Except as expressly set forth herein, the Loan Documents shall remain in full force and effect in accordance with their respective terms and shall continue to evidence, secure, guarantee or relate to, as the case may be, the Loan.

2. **Representations and Warranties.** As amended herein, each representation and warranty contained in the Mortgage and the Loan Documents is hereby reaffirmed as of the date hereof. Mortgagor hereby represents, warrants and certifies to Mortgagee that no Event of Default nor any condition or event that with notice or lapse of time or both would constitute an Event of Default, has occurred or is continuing under the Mortgage, the Loan Documents or the Loan, and that Mortgagor has no offsets or claims against Mortgagee arising under, related to, or connected with the Loan, the Mortgage, the Loan Agreement, the Note or any of the Loan Documents.

3. **Binding Effect.** Except as expressly modified and amended hereby, the terms and conditions of the Mortgage shall remain in full force and effect, and the Mortgage, as so amended is hereby ratified and affirmed. Mortgagor acknowledges that it has no defenses or setoffs with respect to its obligations under the Mortgage or the Loan Documents, as amended hereby.

4. **Successors and Assigns.** This Amendment shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned Mortgagor has executed this instrument to be executed by its duly authorized officer, effective as of the day and year first above written.

NSH CORP., an Alabama corporation

By: _____

Levi Mixon

Its: Chief Financial Officer

SB DEV. CORP., an Alabama corporation

By: _____

Levi Mixon

Its: Chief Financial Officer

STOCKTON PARTNERS, LLC, an Alabama limited liability company

By: _____

Levi Mixon

Its: Chief Financial Officer

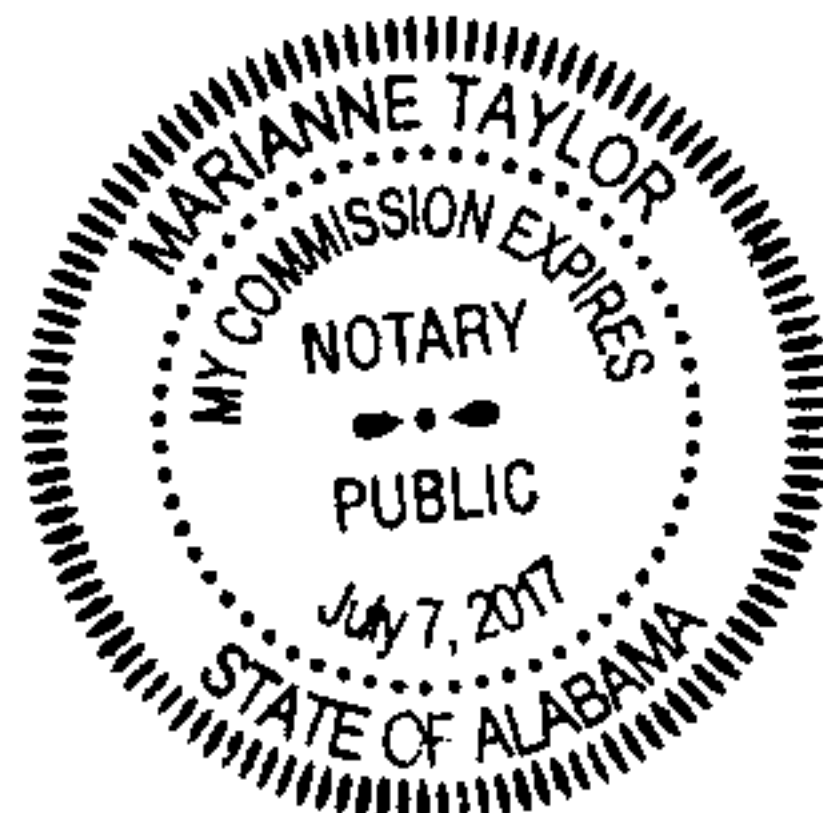
STATE OF ALABAMA)

COUNTY OF Jefferson)

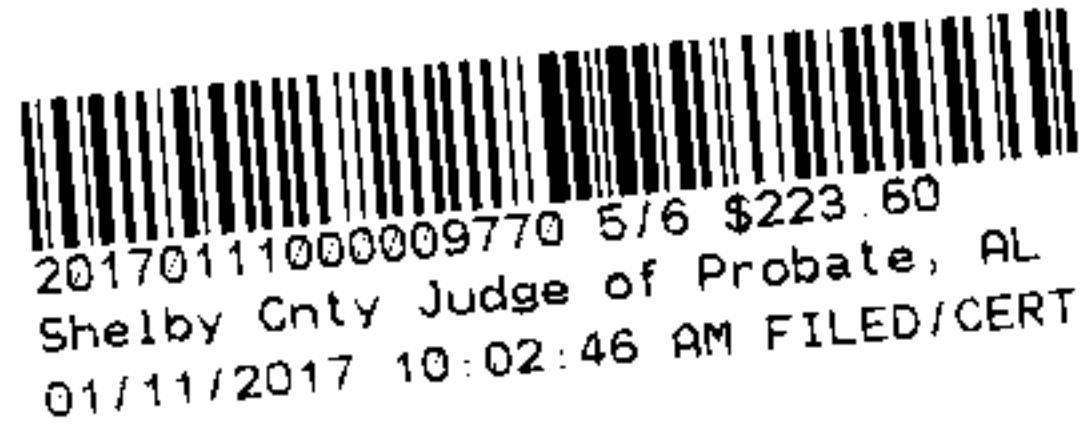
The undersigned, a Notary Public in and for said County in said State, hereby certifies that Levi Mixon, whose name as the duly authorized Chief Financial Officer of NSH Corp., an Alabama corporation, SB Dev. Corp, an Alabama corporation, and Stockton Partners, LLC, an Alabama limited liability company, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this date, that being informed of the contents of said agreement, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporations and limited liability company.

Given under my hand this the 30th day of December, 2016.

[AFFIX SEAL]



Notary Public
My commission expires: July 7, 2017



This instrument prepared by
and record and return to:
David R. Kinman, Esq.
Butler Snow LLP
One Federal Place
1819 Fifth Avenue North, Suite 1000
Birmingham, Alabama 35203
(205) 297-2200

STATE OF ALABAMA)
COUNTY OF JEFFERSON)
COUNTY OF SHELBY)

The undersigned, being first duly sworn, hereby states the following:

(1) The undersigned is an authorized officer of each of **NSH CORP., SB DEV. CORP.,** and **STOCKTON PARTNERS, LLC** (individually and collectively, the "**Mortgagor**").

(2) Each Mortgagor is executing and delivering an Amendment to Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement (the "**Amendment**"), in favor of **FIRST COMMERCIAL BANK**, a division of Synovus Bank (the "**Mortgagee**")

(3) The Amendment increase the indebtedness secured by the Mortgage (as defined therein) by \$4,000,000.00. Accordingly an aggregate of \$6,000.00 in mortgage recording tax is due and payable in connection with the recording of the Amendment.

(4) The real properties that are currently secured by the Mortgage are located in Jefferson County, Alabama, and Shelby County, Alabama.

(5) The undersigned has in his possession information regarding the value of the properties that are secured by the Amendment and the Mortgage. With regard to the properties secured by the Mortgage, the undersigned certifies as follows:

(a) The total fair market value of all real property currently secured by the Amendment and the Mortgage is Ten Million Eight Hundred Thirty-Nine Thousand Five Hundred and 00/100 Dollars (\$10,839,500.00).

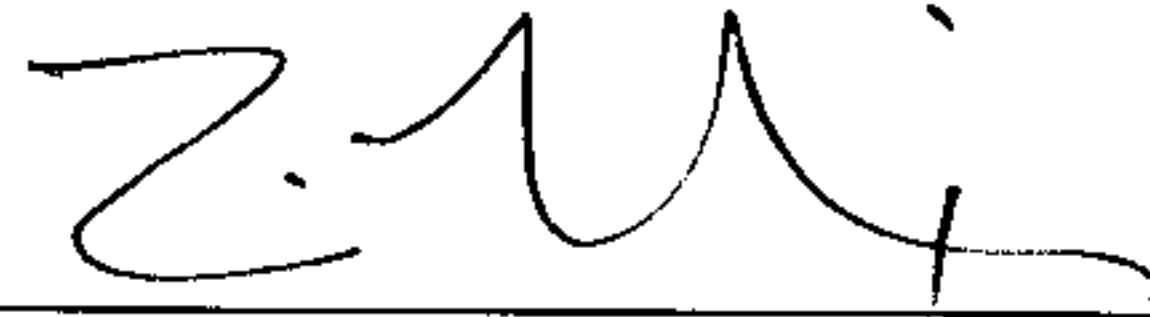
(b) The properties that are currently secured by the Mortgage are located within two (2) counties. The counties, and the respective fair market values of such properties in each, are as follows:

COUNTY	VALUE	PERCENTAGE
Jefferson	\$10,491,500	96.79%
Shelby	\$348,000	3.21%
TOTAL	\$10,839,500	100.00%

[Signature Page to Affidavit for Multi-County Mortgage]

20170111000009770 6/6 \$223.60
Shelby Cnty Judge of Probate, AL
01/11/2017 10:02:46 AM FILED/CERT

I do hereby certify that the information contained herein is complete and accurate to the best of my knowledge, on this the 30 day of December 2016.

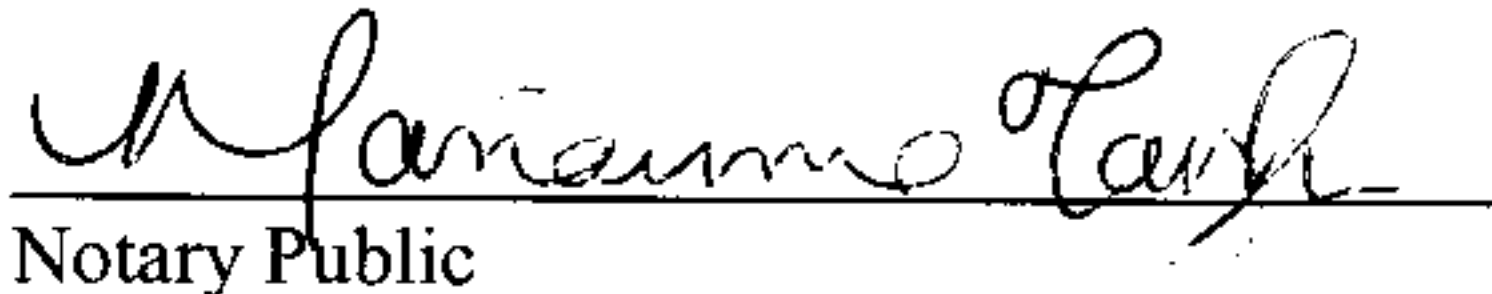


Levi Mixon, Chief Financial Officer

STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)

I, the undersigned notary public, in and for said County in said State, hereby certify that Levi Mixon whose name is signed to the foregoing Affidavit, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Affidavit, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30 day of December, 2016.


Notary Public

My Commission Expires: July 7, 2017
(SEAL)

