


STATE OF ALABAMA  
SHELBY COUNTY  
MADISON COUNTY

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)  
)

  
20180627000228450 1/10 \$7549.00  
Shelby Cnty Judge of Probate, AL  
06/27/2018 08:46:31 AM FILED/CERT

## AMENDMENT TO MASTER MORTGAGE

THIS AMENDMENT TO MASTER MORTGAGE ("**Amendment**") amends that certain Master Mortgage, executed on May 6, 2016, and amended by that Amendment to Master Mortgage executed on June 10, 2016, and further amended by that Amendment to Master Mortgage dated February 28, 2017 and various other amendments as from time to time recorded thereto (hereinafter Mortgage together with any and all amendments and modifications, collectively referred to as the "**Mortgage**") by **NSH CORP.**, an Alabama corporation, whose address is 3545 Market Street, Birmingham, Alabama 35226, **SB HOLDING CORP.**, an Alabama corporation, whose address is 3545 Market Street, Birmingham, Alabama 35226, **SB DEV. CORP.**, an Alabama corporation, whose address is 3545 Market Street, Birmingham, Alabama 35226; **NSH NASHVILLE, LLC**, a Tennessee limited liability company, whose address is 3545 Market Street, Birmingham, Alabama 35226; **BRENLEY CROSSING PARTNERS, LLC**, a Tennessee limited liability company whose address is 3545 Market Street, Birmingham, Alabama 35226; and **JACKSON HILLS PARTNERS, LLC**, a Tennessee limited liability company, **BLACKRIDGE PARTNERS, LLC**, an Alabama limited liability company, whose address is 3545 Market Street, Birmingham, Alabama 35226, **BROCK POINT PARTNERS, LLC**, an Alabama limited liability company, whose address is 3545 Market Street, Birmingham, Alabama 35226, and **LAKE WILBORN PARTNERS, LLC**, an Alabama limited liability company, whose address is 3545 Market Street, Birmingham, Alabama 35226 (hereinafter jointly, severally and collectively referred to as the "**Mortgagor**") in favor of **REGIONS BANK**, whose address is 1592 Montgomery Highway, Birmingham, Alabama 35216 (hereinafter "**Lender**").

**WHEREAS**, the Mortgage was recorded May 6, 2016, as Instrument No. 20160506000154710, and amended by Instrument No. 20160616000207600 recorded June 16, 2016, in the Office of the Judge of Probate of Shelby County, Alabama, and recorded May 9, 2016 as Instrument No. 20160509000250100 in the Office of the Judge of Probate of Madison County, Alabama, and pertains to the tract or parcel or parcels of land situated in Madison County and Shelby County, Alabama as referenced therein (collectively the "**Land**") (the Land together with any and all rights and properties, both tangible and intangible, as set forth or defined in the Mortgage shall collectively herein be referred to as the "**Mortgaged Property**")

**NOTES TO CLERK: (1) THIS AMENDMENT INCREASES THE MAXIMUM PRINCIPAL INDEBTEDNESS SECURED BY THE MORTGAGE BY AN AMOUNT OF \$5,000,000.00; (3) THE MAXIMUM PRINCIPAL INDEBTEDNESS SECURED BY THE MORTGAGE, AS HEREBY AMENDED, IS \$17,000,000.00; (4) THIS IS AN AMENDMENT TO THAT CERTAIN MORTGAGE RECORDED AS INSTRUMENT NO. 20160506000154710, AS AMENDED BY INSTRUMENTS 20160616000207600 AND 20171031000393830 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA; AND RECORDED AS INSTRUMENT NO. 20160509000250100 AND AMENDED BY INSTRUMENT 2017-00610424 IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA.**

**WHEREAS**, the Mortgage was amended to increase the maximum principal indebtedness secured thereby by an amount of \$5,000,000.00 such that the total principal indebtedness secured thereby should be \$12,000,000.00 by that Amendment to Master Mortgage filed for record October 31, 2017 as Instrument No. 20171031000393830, Office of the Judge of Probate of Shelby County, Alabama and November 17, 2017 as Instrument 2017-00610424, Office of the Judge of Probate of Madison County, Alabama (hereinafter the “**2017 Amendment**”).

**WHEREAS**, by this Amendment the Mortgage is further amended to increase the maximum principal indebtedness secured thereby by an additional amount of \$5,000,000.00 such that the total principal indebtedness secured thereby should be \$17,000,000.00.

**WHEREAS**, the Mortgage was given as security in accordance with the terms of a Master Revolving Line of Credit Promissory Note, dated May 6, 2016, as amended and renewed by that Master Revolving Line of Credit Promissory Note dated May 25, 2018, increasing the maximum principal amount available thereunder to the amount of \$30,000,000 (“**Master Note**”) together with the notes and/or obligations referenced therein (the “**Existing Notes**”) (the Master Note and Existing Notes, along with all renewals, extensions, amendments and modifications thereto shall be collectively referred to herein as the “**Note**”) and payable in accordance with the terms thereof and as provided in the Master Revolving Credit Facility Agreement [Amended and Restated] dated May 25, 2018 (“**Master Agreement**”) executed in connection with the Master Note, or those documents executed in connection with the Existing Notes (Master Note and Master Agreement along with all amendments, collectively the “**Agreement**”)

**WHEREAS**, the Mortgage is the Master Mortgage referred to in the Agreement and given to secure **\$17,000,000.00** of the principal amount of the Note, together with interest, and all renewals, extension and modifications thereto, along with all refinancings and all other additional indebtedness of Mortgagor to Lender.

**WHEREAS**, upon the recordation of the Mortgage privilege taxes in the amount of \$10,500.00 (as required by Ala. Code 1975 § 40-22-2) were paid to the Office of the Judge of Probate of Shelby County, Alabama, and certified to the Office of the Judge of Probate of Madison County, Alabama.

**WHEREAS**, upon the recordation of the 2017 Amendment privilege taxes in the amount of \$7,500.00 (as required by Ala. Code 1975 § 40-22-2) were paid to the Office of the Judge of Probate of Shelby County, Alabama, and certified to the Office of the Judge of Probate of Madison County, Alabama.

**WHEREAS**, Mortgagor has requested Lender extend credit and financing accommodations under the terms of the Agreement for purposes of (i) increasing the maximum principal credit available under the terms of the Note by the amount of Five Million and 00/100 Dollars to an amount of Thirty Million and 00/100 (\$30,000,000.00) and Lender is agreeable to make such accommodations, provided Mortgagor, together with Additional Mortgagor, among other things enter into this Amendment, and causes this financing accommodation and/or extension of credit to Additional Mortgagor to be secured by the Mortgage.

**NOW THEREFORE**, in consideration of the terms and conditions contained herein, and to induce Lender to lend additional monies to Mortgagor and Additional Mortgagor under the terms of the Agreement, the Mortgage is hereby amended as follows:



1. **Modification of Principal Amount Secured.** Henceforth the Mortgage shall specifically secure not only the existing indebtedness of \$12,000,000.00 evidenced by that Note, as modified, amended and renewed, but also an additional advance or loan of \$5,000,000.00 made in connection herewith to Mortgagor, and all the interest thereon. The term "Debt" as used in the Mortgage shall be defined to mean the indebtedness of \$17,000,000.00, including not only the existing indebtedness of \$12,000,000.00, but also the \$5,000,000.00 advance or loan being made in connection herewith, evidenced by the Note as amended, modified and renewed, together with all interest thereon, and all extensions and renewals thereof, along with all interest thereon, and all extensions, and renewals thereof.

2. **Exhibit A** to the Mortgage is amended to add the parcels of real property described on **Exhibit A-1** hereto (the "**Additional Land**"), which Additional Land shall in all respects be considered as part of the Mortgaged Property under the Mortgage to the same extent as if originally included under the real property described in said **Exhibit A**. For good and valuable consideration, Borrower does hereby grant, bargain, sell, alien and convey unto the Lender, its successors and assigns, the Additional Land (and all other "Mortgaged Property" as described in the Mortgage as applicable to the Additional Land), to secure the same indebtedness (however described) as set forth in the Mortgage and under the same terms, conditions, warranties and representations as set forth in the Mortgage, all of which are hereby adopted by reference.

3. Borrower hereby warrants that, subject to those matters as otherwise set forth on record in the Office of the Judge of Probate of the respective counties in which the property is located, it is lawfully seized of an indefeasible estate in fee simple in Additional Land, and has good and absolute title to all existing personal property hereby granted as security with respect to such Additional Land, and has good right, full power and lawful authority to sell, convey, mortgage and grant a security interest in the same in the manner and form aforesaid; that the same is free and clear of all grants, reservations, security interests, liens, charges, and encumbrances whatsoever, including, as to the personal property and fixtures, conditional sales contracts, chattel mortgages, security agreements, financing statements, and anything of a similar nature, and that Borrower shall and will warrant and forever defend the title thereto and the quiet use and enjoyment thereof unto the Lender, its successors and assigns, against the lawful claims of all persons whomsoever.

4. **Further Action.** Mortgagor hereby agrees and directs Lender to take any action necessary to conform the Mortgage and the Agreement to the terms as herein cited and by these presents accepts and confirms their liability under said Mortgage and Agreement with the terms as herein modified.

5. **Continuing Validity.** All of the terms and provisions of the Mortgage not specifically amended herein, are hereby reaffirmed, ratified and restated. This Amendment amends the Mortgage and is not a novation thereof.

[SIGNATURES AND ACKNOWLEDGEMENTS ON FOLLOWING PAGES.]

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

[MORTGAGORS' SIGNATURE PAGE TO AMENDMENT TO MASTER MORTGAGE]

IN WITNESS WHEREOF, we have hereunto set our hands and seals effective this <sup>25<sup>th</sup></sup>~~24<sup>th</sup>~~ day of May, 2018.

**SB DEV. CORP.**, an Alabama corporation

BY: *Daniel Garrett*  
Name: Danny Garrett  
Title: Chief Financial Officer

**SB HOLDING CORP.**, an Alabama corporation

BY: *Daniel Garrett*  
Name: Danny Garrett  
Title: Chief Financial Officer

**NSH NASHVILLE, LLC**, a Tennessee limited liability company

BY: NSH Corp., an Alabama corporation  
(Sole Member of NSH Nashville, LLC)  
*Daniel Garrett*  
Name: Danny Garrett  
Title: Chief Financial Officer

**NSH CORP.**, an Alabama corporation

BY: *Daniel Garrett*  
Name: Danny Garrett  
Title: Chief Financial Officer

**BRENLEY CROSSING PARTNERS, LLC**, a Tennessee limited liability company

BY: SB HOLDING CORP., an Alabama corporation  
(Managing Member of BRENLEY CROSSING PARTNERS, LLC)  
*Daniel Garrett*  
Name: Danny Garrett  
Title: Chief Financial Officer of SB Holding Corp.

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED]

**JACKSON HILLS PARTNERS, LLC**, a Tennessee limited liability company

BY: SB HOLDING CORP., an Alabama corporation  
(Managing Member of JACKSON HILLS PARTNERS, LLC)

BY: *Danny Garrett*  
Name: Danny Garrett  
Title: Chief Financial Officer of SB Holding Corp.

**BLACKRIDGE PARTNERS, LLC**, an Alabama limited liability company

BY: SB HOLDING CORP., an Alabama corporation  
(Managing Member of BLACKRIDGE PARTNERS, LLC)

BY: *Danny Garrett*  
Name: Danny Garrett  
Title: Chief Financial Officer of SB Holding Corp.

**BROCK POINT PARTNERS, LLC**, an Alabama limited liability company

BY: SB HOLDING CORP., an Alabama corporation  
(Managing Member of BROCK POINT PARTNERS, LLC)

BY: *Danny Garrett*  
Name: Danny Garrett  
Title: Chief Financial Officer of SB Holding Corp.

**LAKE WILBORN PARTNERS, LLC**, an Alabama limited liability company

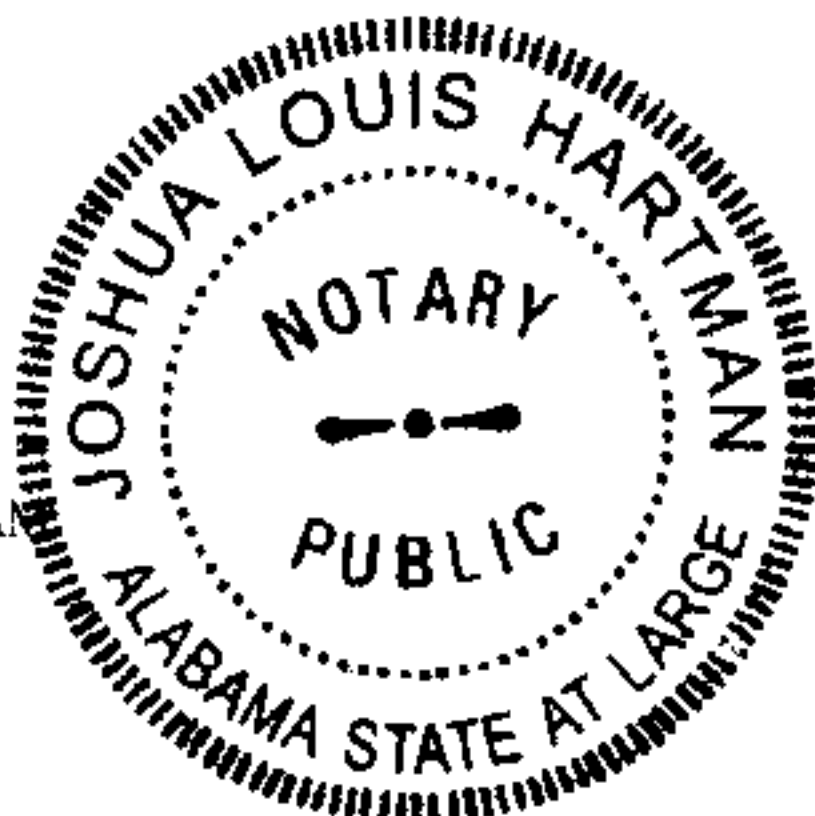
BY: SB HOLDING CORP., an Alabama corporation  
(Managing Member of LAKE WILBORN PARTNERS, LLC)

BY: *Danny Garrett*  
Name: Danny Garrett  
Title: Chief Financial Officer of SB Holding Corp.

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Danny Garrett**, whose name as Chief Financial Officer 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 said instrument, he, as such officer, and with full authority, executed the same voluntarily, as an act of said corporation, acting in his capacity as aforesaid.

Given under my hand and official seal, this the 25<sup>th</sup> day of May, 2018.



NOTARY PUBLIC

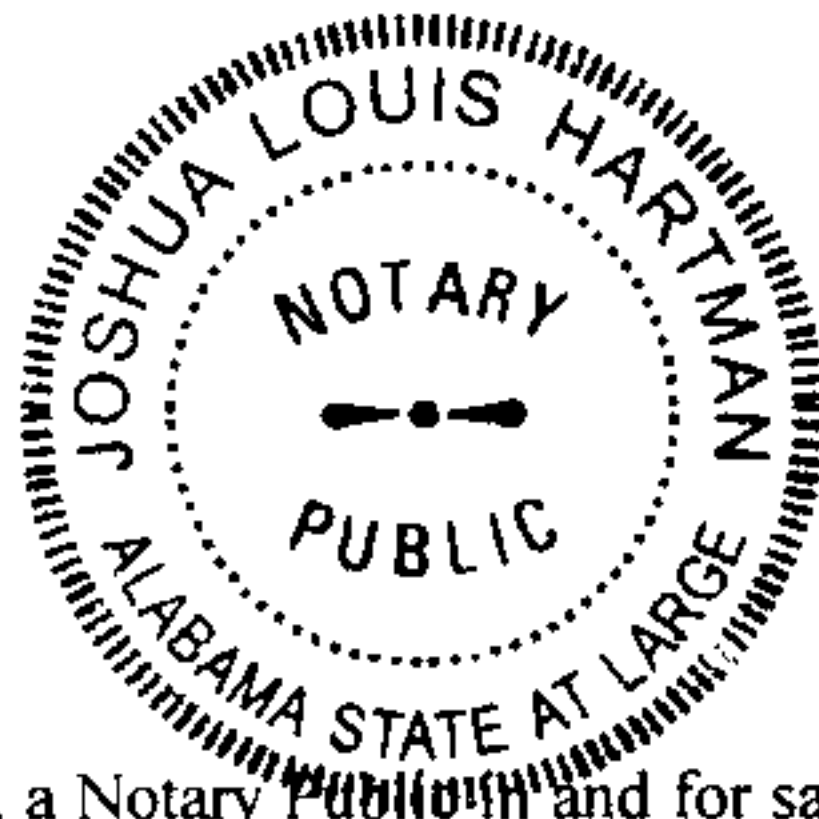
My Commission Expires: 03/19/2020

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STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Danny Garrett**, 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, as such officer, and with full authority, executed the same voluntarily, as an act of said corporation, acting in his capacity as aforesaid.

Given under my hand and official seal, this the 25<sup>th</sup> day of May, 2018.



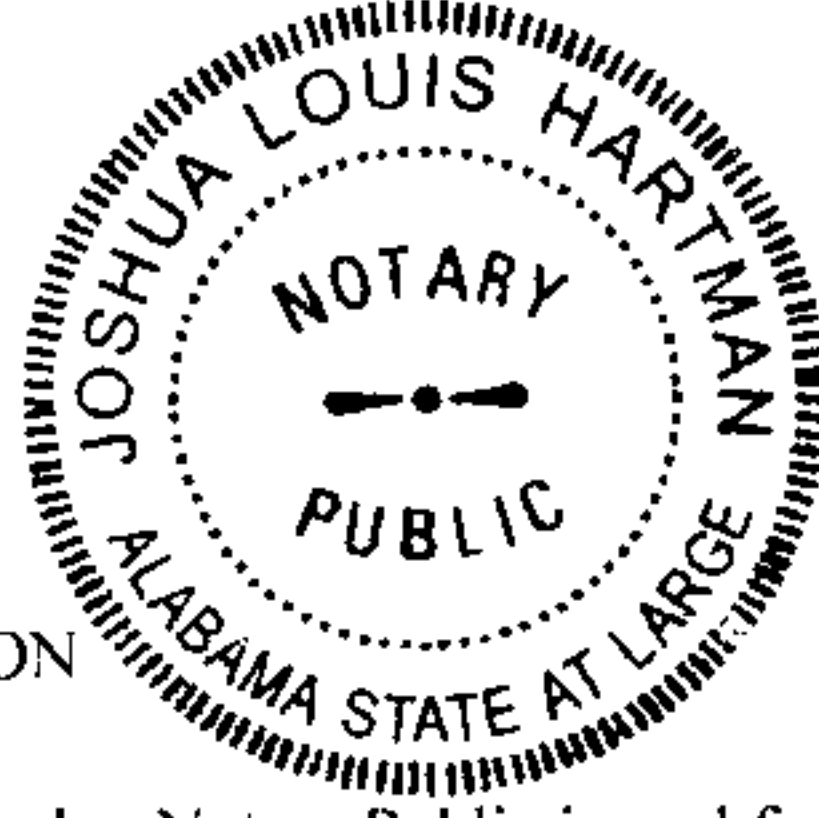
NOTARY PUBLIC

My Commission Expires: 03/19/2020

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Danny Garrett**, 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, as such officer, and with full authority, executed the same voluntarily, as an act of said corporation, acting in his capacity as aforesaid.

Given under my hand and official seal, this the 25<sup>th</sup> day of May, 2018.



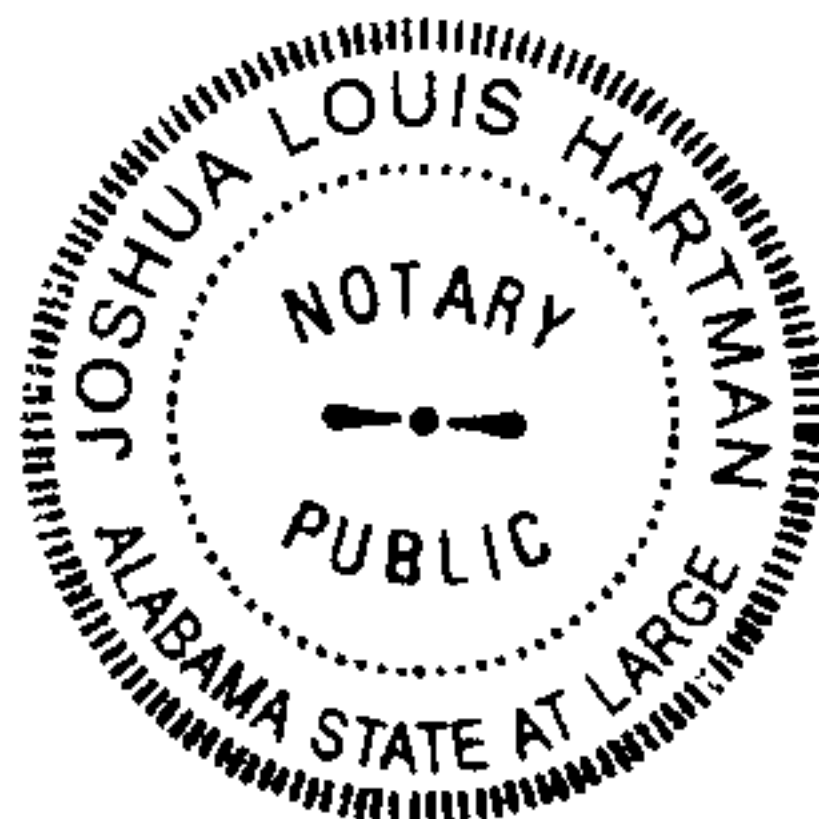
NOTARY PUBLIC

My Commission Expires: 03/19/2020

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Danny Garrett**, whose name as Chief Financial Officer of **NSH Corp.**, an Alabama corporation, who is the sole member of **NSH NASHVILLE, LLC**, a Tennessee 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, as such authorized officer of said member, and with full authority, executed the same voluntarily, as an act of said company, acting in his capacity as aforesaid.

Given under my hand and official seal, this the 25<sup>th</sup> day of May, 2018.



NOTARY PUBLIC

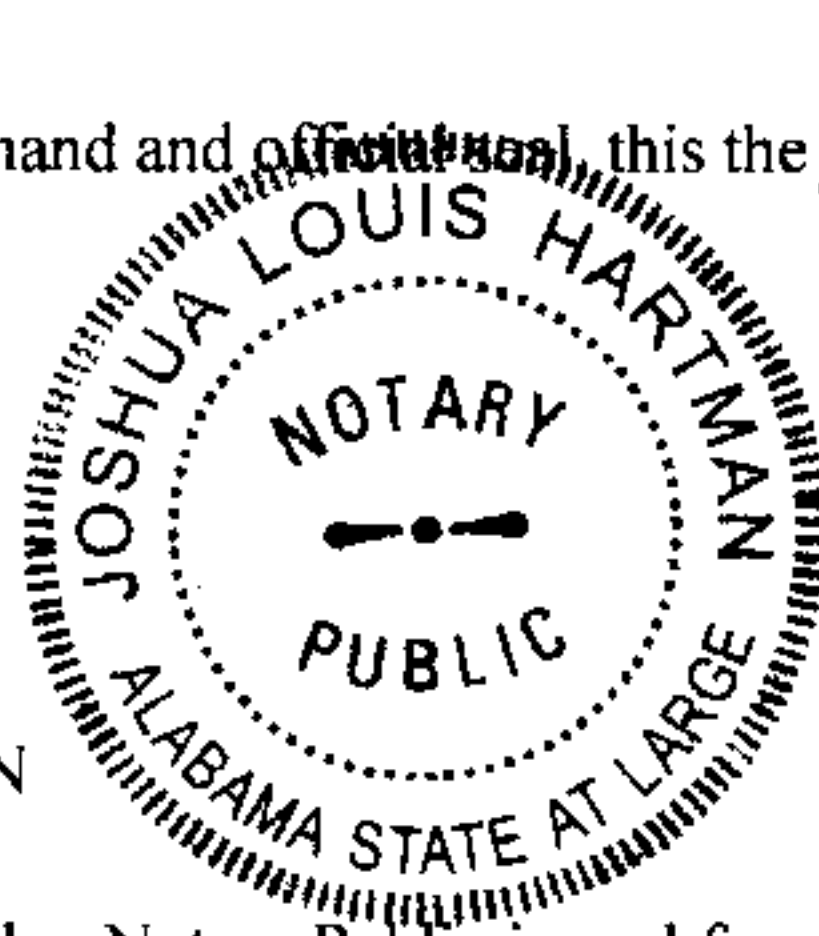
My Commission Expires: 03/19/2020



STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Danny Garrett**, whose name as Chief Operating Officer of SB Holding Corp., an Alabama corporation, who is the Managing Member of **BRENLEY CROSSING PARTNERS, LLC**, a Tennessee 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, as such authorized officer of said member, and with full authority, executed the same voluntarily, as an act of said company, acting in his capacity as aforesaid.

Given under my hand and official seal, this the 25<sup>TH</sup> day of May, 2018.



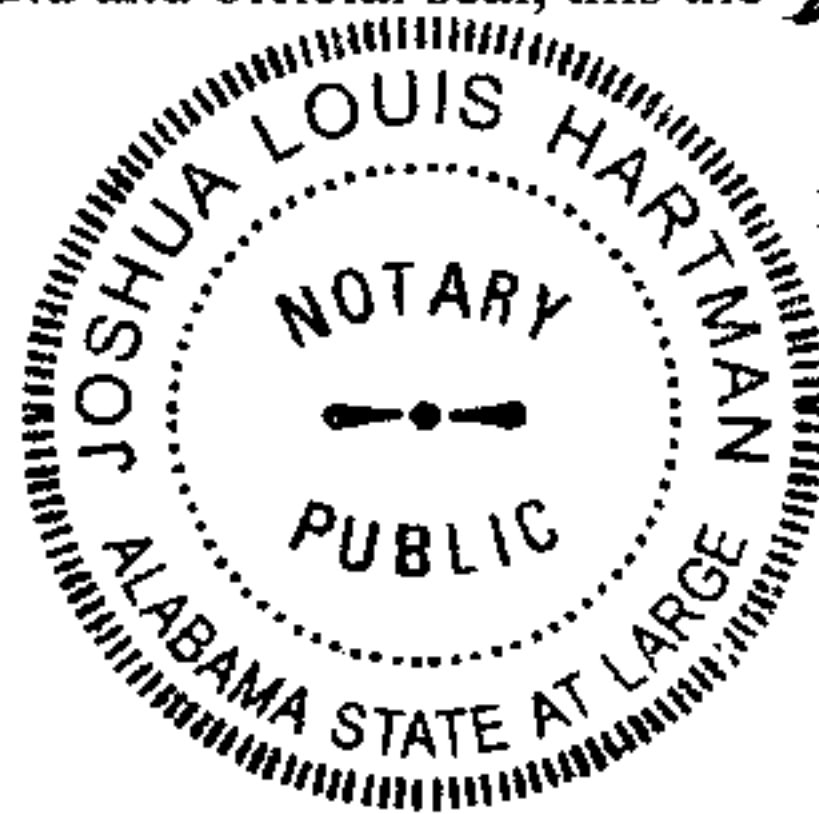
NOTARY PUBLIC

My Commission Expires: 03/19/2020

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Danny Garrett**, whose name as Chief Operating Officer of SB Holding Corp., an Alabama corporation, who is the Managing Member of **JACKSON HILLS PARTNERS, LLC**, a Tennessee 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, as such authorized officer of said member, and with full authority, executed the same voluntarily, as an act of said company, acting in his capacity as aforesaid.

Given under my hand and official seal, this the 25<sup>TH</sup> day of May, 2018.



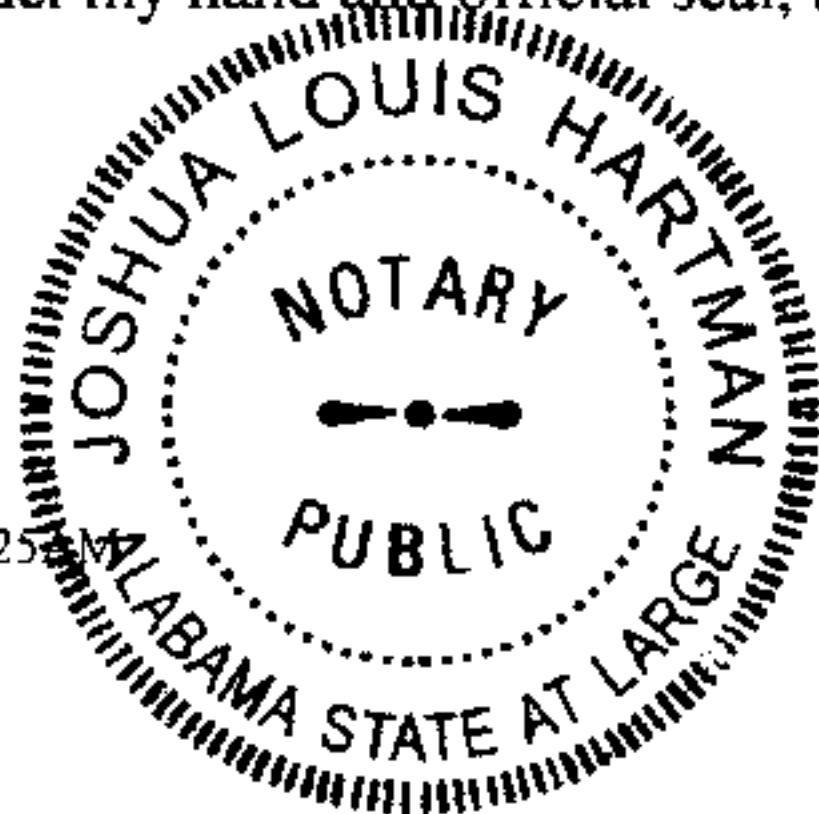
NOTARY PUBLIC

My Commission Expires: 03/19/2020

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Danny Garrett**, whose name as Chief Operating Officer of SB Holding Corp., an Alabama corporation, who is the 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, as such authorized officer of said member, and with full authority, executed the same voluntarily, as an act of said company, acting in his capacity as aforesaid.

Given under my hand and official seal, this the 25<sup>TH</sup> day of May, 2018.



NOTARY PUBLIC

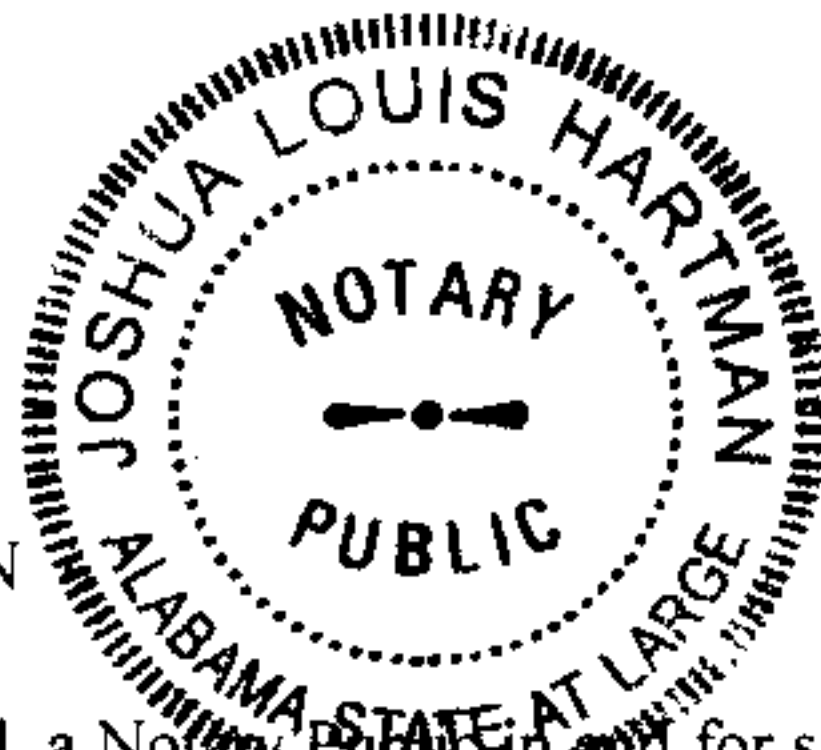
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STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Danny Garrett**, whose name as Chief Operating Officer of SB Holding Corp., an Alabama corporation, who is the 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, as such authorized officer of said member, and with full authority, executed the same voluntarily, as an act of said company, acting in his capacity as aforesaid.

Given under my hand and official seal, this the 25<sup>th</sup> day of May, 2018.



STATE OF ALABAMA  
COUNTY OF JEFFERSON

NOTARY PUBLIC  
My Commission Expires: 03/19/2020

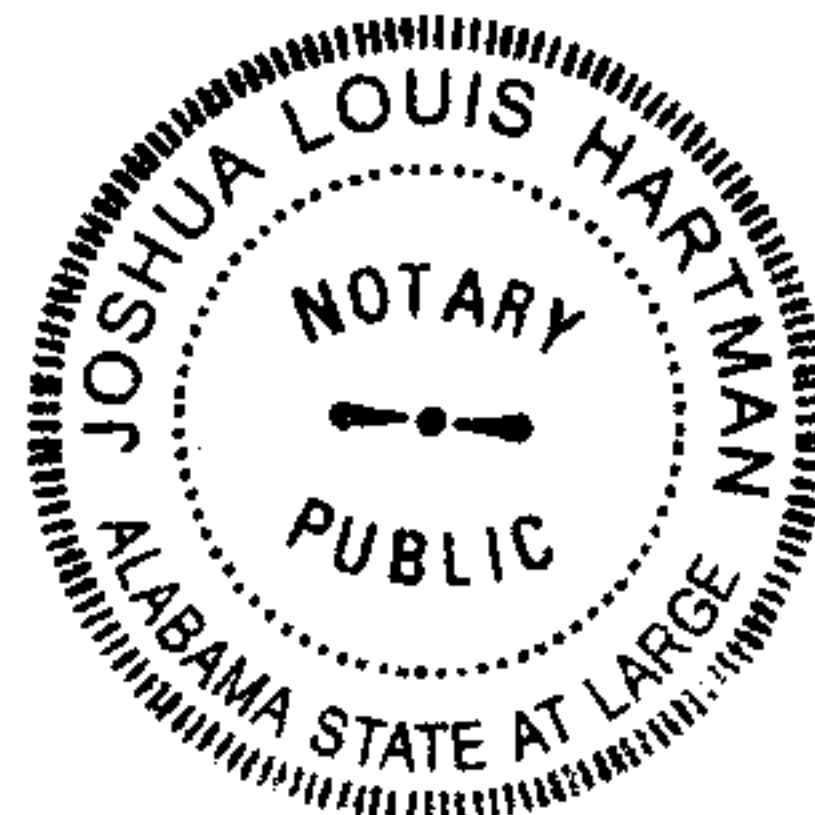
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Danny Garrett**, whose name as Chief Operating Officer of SB Holding Corp., an Alabama corporation, who is the Managing Member of **LAKE WILBORN PARTNERS, LLC**, an Alabama limited liability company, is signed 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, as such authorized officer of said member, and with full authority, executed the same voluntarily, as an act of said company, acting in his capacity as aforesaid.

Given under my hand and official seal, this the 25<sup>th</sup> day of May, 2018.

NOTARY PUBLIC  
My Commission Expires: 03/19/2020

[LENDER'S SIGNATURE AND ACKNOWLEDGEMENT ON FOLLOWING PAGE.]

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Shelby Cnty Judge of Probate, AL  
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[LENDER'S SIGNATURE PAGE TO  
AMENDMENT TO MASTER MORTGAGE]

LENDER:

REGIONS BANK

BY: Jessica Nelson  
Name: Jessica Nelson  
Title: Vice President

STATE OF ALABAMA  
COUNTY OF JEFFERSON

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, Jessica Nelson, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be the Vice President of REGIONS BANK, an Alabama banking corporation, the within named Lender, and that he/she executed the foregoing instrument for the purposes therein contained, by personally signing the name of said corporation.

Witness my hand and seal at office, on this 25<sup>th</sup> day of May, 2018.

[Signature]  
NOTARY PUBLIC  
My Commission Expires: Jan 10, 2021

THIS INSTRUMENT PREPARED BY AND AFTER  
RECORDATION SHOULD BE RETURNED TO:

William C. Brown  
ENGEL, HAIRSTON & JOHANSON, P.C.  
109 North 20th Street, Fourth Floor  
P.O. Box 11405  
Birmingham, Alabama 35202  
(205) 328-4600

[D-8405]



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Shelby Cnty Judge of Probate, AL  
06/27/2018 08:46:31 AM FILED/CERT



## EXHIBIT A-1 (Additional Properties)

A parcel of land situated in the Northwest 1/4 of the Northwest 1/4 of Section 3 and the Northeast 1/4 and the North 1/2 of the Southeast 1/4 of Section 4, all in Township 20 South, Range 3 West, Shelby County Alabama, being more particularly described as follows:

Commence at an uncapped 1 1/2 inch rebar at the Northwest corner of the Northeast 1/4 of Section 4, Township 20 South, Range 3 West, Shelby County Alabama, and run in an Easterly direction along the North-line of said Section for a distance of 223.11 feet; thence leaving said North-line, turn a deflection angle to the right of 90°00'00" and run in a Southerly direction for a distance of 1825.16 feet to a found GSA capped iron pin, said point being located on the Northeastern boundary of a 250 foot wide Alabama Power Company right-of-way and being the POINT OF BEGINNING; thence turn a deflection angle to the right of 36°01'13" and run in a Southeasterly direction along the said Northeastern boundary of said right of way for a distance of 1001.16 feet to a found Paragon capped iron pin; thence leaving said Northeasterly boundary of said right-of-way turn an interior angle to the right of 165°02'31" and run in a Southeasterly direction for a distance of 1254.50 feet to an iron pin set; thence turn an interior angle to the right of 90°00'54" and run in a Northeasterly direction for a distance of 1069.28 feet to an iron pin set; thence turn an interior angle to the right of 90°00'00" and run in a Northwesterly direction for a distance of 646.60 feet to an iron pin set; thence turn an interior angle to the right of 262°44'06" and run in a Northeasterly direction for a distance of 1181.30 feet to an iron pin set; thence turn an interior angle to the right of 170°55'00" and run in a Northeasterly direction for a distance of 651.54 feet to an iron pin set on the Southerly boundary of the parcel described as "Buccaneer Drive Parcel A" as recorded in Instrument 20170908000328500 in the Probate Office of Shelby County, said point being on a non-tangent curve to the right having a radius of 525.00 feet and a central angle of 28°41'50"; thence turn an interior angle to the right of 37°48'48" (angle measured to the tangent) and run in a Southwesterly direction, along the arc of said curve and along said Southerly boundary for a distance of 262.95 feet to an iron pin set; thence run tangent from said curve, in a Westerly direction and along said Southerly boundary for a distance of 699.19 feet to an iron pin set at the Point of Curvature of a curve to the left, said curve having a radius of 1475.00 feet and a central angle of 12°12'10"; thence run in a Southwesterly direction, along the arc or said curve and along said Southerly boundary for a distance of 314.15 feet; thence run tangent from said curve, in a Southwesterly direction and along said Southerly boundary for a distance of 176.51 feet to an iron pin set on a non-tangent curve to the left having a radius of 1050.00 feet and a central angle of 11°18'08"; thence turn an interior angle to the right of 270°40'48" (angle measured to the tangent) and run in a Northwesterly direction, along the arc of said curve and along the westerly boundary of said "Buccaneer Drive Parcel A", and its continuation, for a distance of 207.12 feet to an iron pin set on the Easterly right-of-way of Flemming Parkway as recorded in map book 42, page 85 in the Probate Office of Shelby County; thence turn an interior angle to the right of 22°19'36" (angle measured from the tangent) and run in a Southerly direction, along said Easterly right-of-way for a distance of 520.29 feet to the Southeast corner of said right-of-way to a nail set in the asphalt paving; thence turn an interior angle to the right of 237°01'18" and run in a Southwesterly direction for a distance of 36.38 feet to a capped iron pin found at the intersection of the Westerly boundary of said right-of-way and the Easterly boundary of the Hoover Board of Education property described in Bk: LR200661 Pg:6481 in the Probate Office of Shelby County; thence continue along the last described course, in a Southwesterly direction, for a distance of 1321.85 feet to the POINT OF BEGINNING.

Said parcel containing 86.4 acres, more or less.