

STATE OF ALABAMA  
SHELBY COUNTY  
MADISON COUNTY

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)

**AMENDMENT  
TO  
MASTER MORTGAGE**

**THIS AMENDMENT** amends that certain Master Mortgage (hereinafter "**Mortgage**") executed on May 6, 2016, as from time to time amended, 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 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 referenced therein together with any and all tracts or parcels added by subsequent amendments thereto (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**")

**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

**NOTES TO CLERK: (1) THIS AMENDMENT ADDS ADDITONAL MORTGAGED PROPERTY TO THE MORTGAGE; (2) THIS AMENDMENT DOES NOT CHANGE THE MAXIMUM PRINCIPAL INDEBTEDNESS SECURED BY THE MORTGAGE; (3) THIS AMENDMENT DOES NOT CHANGE THE TERM OF THE MORTGAGE; (4) THIS IS AN AMENDMENT TO THAT CERTAIN MORTGAGE RECORDED AS INSTRUMENT NO. 20160506000154710 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA; AND RECORDED AS INSTRUMENT NO. 20160509000250100 IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA.**

Instrument 2017-00610424, Office of the Judge of Probate of Madison County, Alabama (hereinafter the “**2017 Amendment**”).

**WHEREAS**, the Mortgage was 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 by that Amendment to Master Mortgage filed for record June 27, 2018 as Instrument No. 20180627000228450, Office of the Judge of Probate of Shelby County, Alabama and July 17, 2018 as Instrument 2018-00045510, Office of the Judge of Probate of Madison County, Alabama (hereinafter the “**2018 Amendment**”).

**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 24, 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 24, 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, as amended, 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**, upon the recordation of the 2018 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 and Lender have agreed to amend the Mortgage as set forth herein.

**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. **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.

2. Borrower hereby warrants that, subject to those matters set forth on **Exhibit B-1** hereto, 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.

3. 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.]

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[AMENDMENT TO MASTER MORTGAGE]

IN WITNESS WHEREOF, we have hereunto set our hands and seals effective this 5<sup>th</sup> day of  
October, 2018.

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

BY:   
Name: J. Daryl Spears  
Title: Chief Financial Officer

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


BY:   
Name: J. Daryl Spears  
Title: Chief Financial Officer

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

BY: NSH Corp., an Alabama corporation  
(Sole Member of NSH Nashville, LLC)


BY:   
Name: J. Daryl Spears  
Title: Chief Financial Officer

**NSH CORP.**, an Alabama corporation

BY:   
Name: J. Daryl Spears  
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)

BY:   
Name: J. Daryl Spears  
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: [Signature]  
Name: J. Daryl Spears  
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: [Signature]  
Name: J. Daryl Spears  
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: [Signature]  
Name: J. Daryl Spears  
Title: Chief Financial Officer of SB Holding Corp.

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

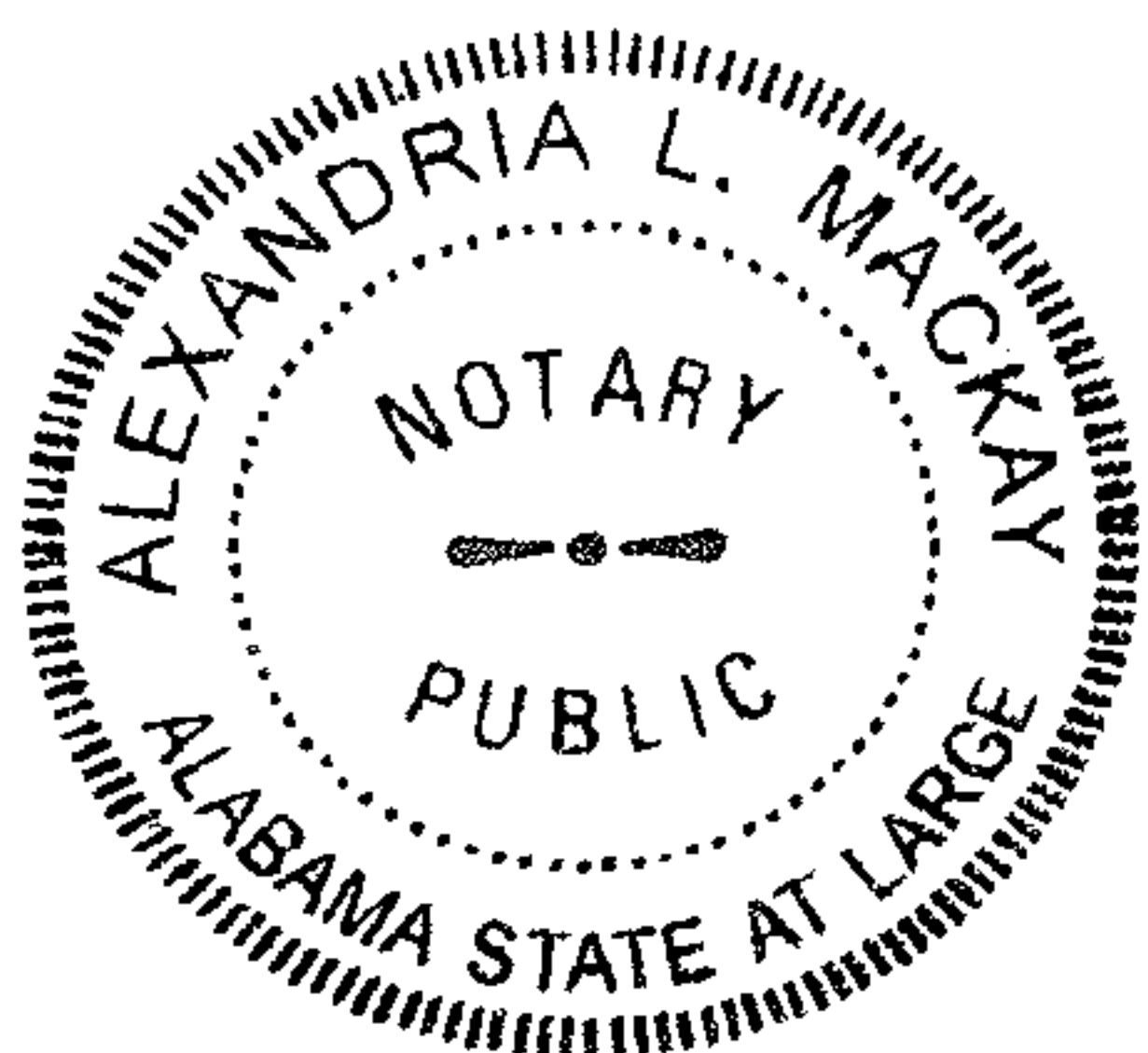
BY: SB HOLDING CORP., an Alabama corporation  
(Managing Member of LAKE WILBORN PARTNERS, LLC)

BY: [Signature]  
Name: J. Daryl Spears  
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 **J. Daryl Spears**, 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 5<sup>th</sup> day of October, 2018.



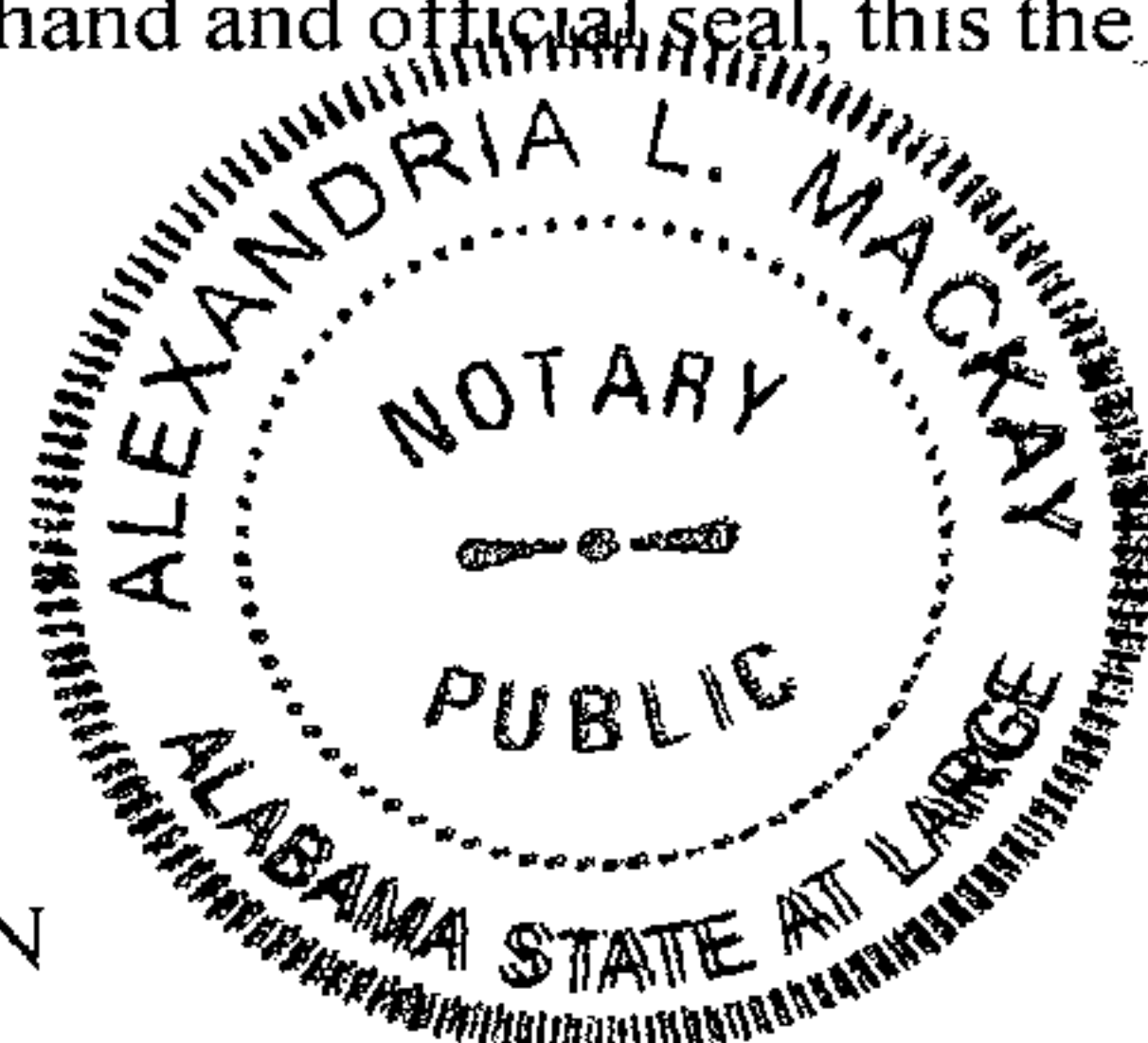
[Signature]  
NOTARY PUBLIC

My Commission Expires: 10/31/2021

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **J. Daryl Spears**, 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 5<sup>th</sup> day of October, 2018.

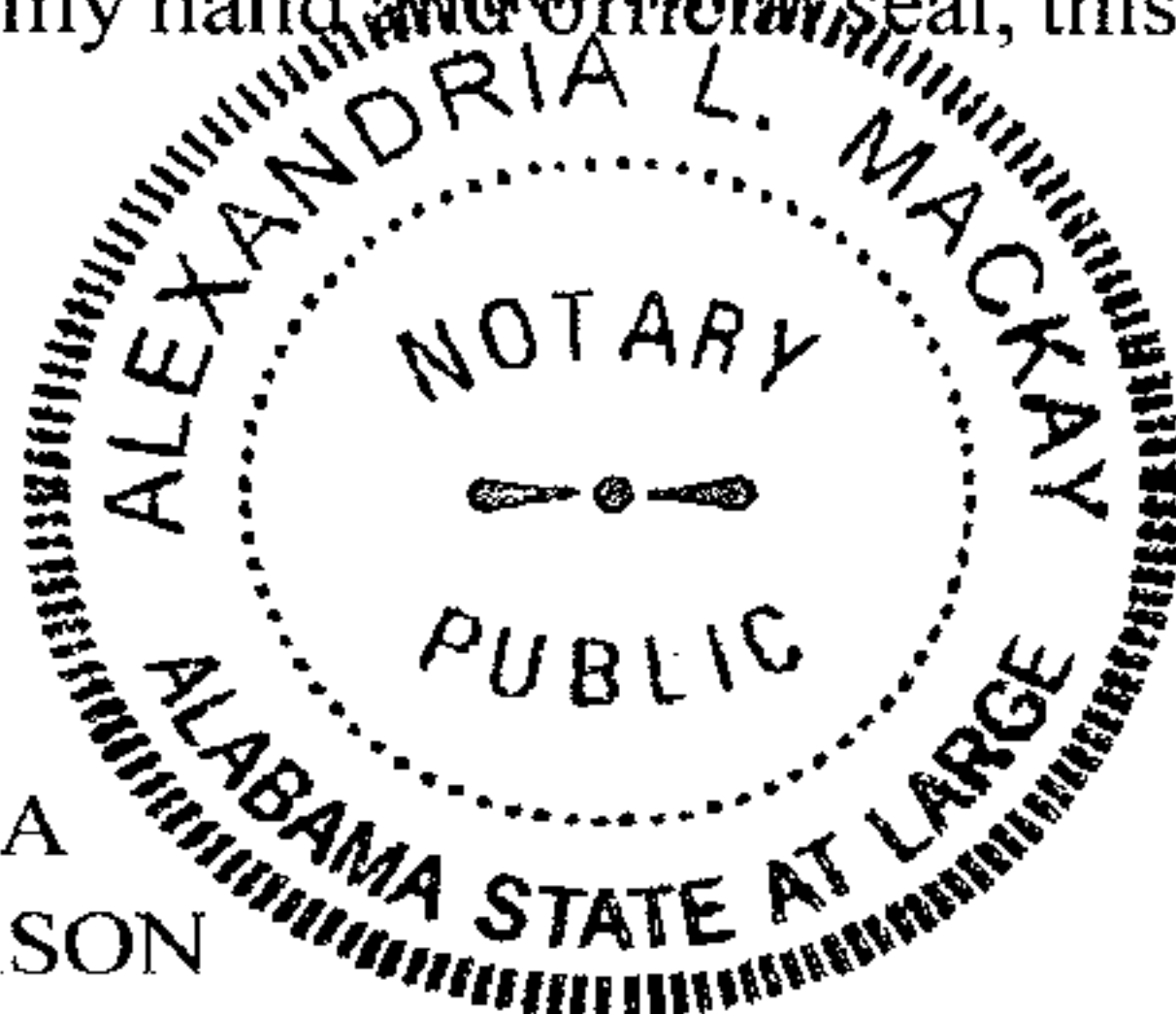


Alexandra L. Mackay  
NOTARY PUBLIC  
My Commission Expires: 10/31/2021

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **J. Daryl Spears**, 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 5<sup>th</sup> day of October, 2018.

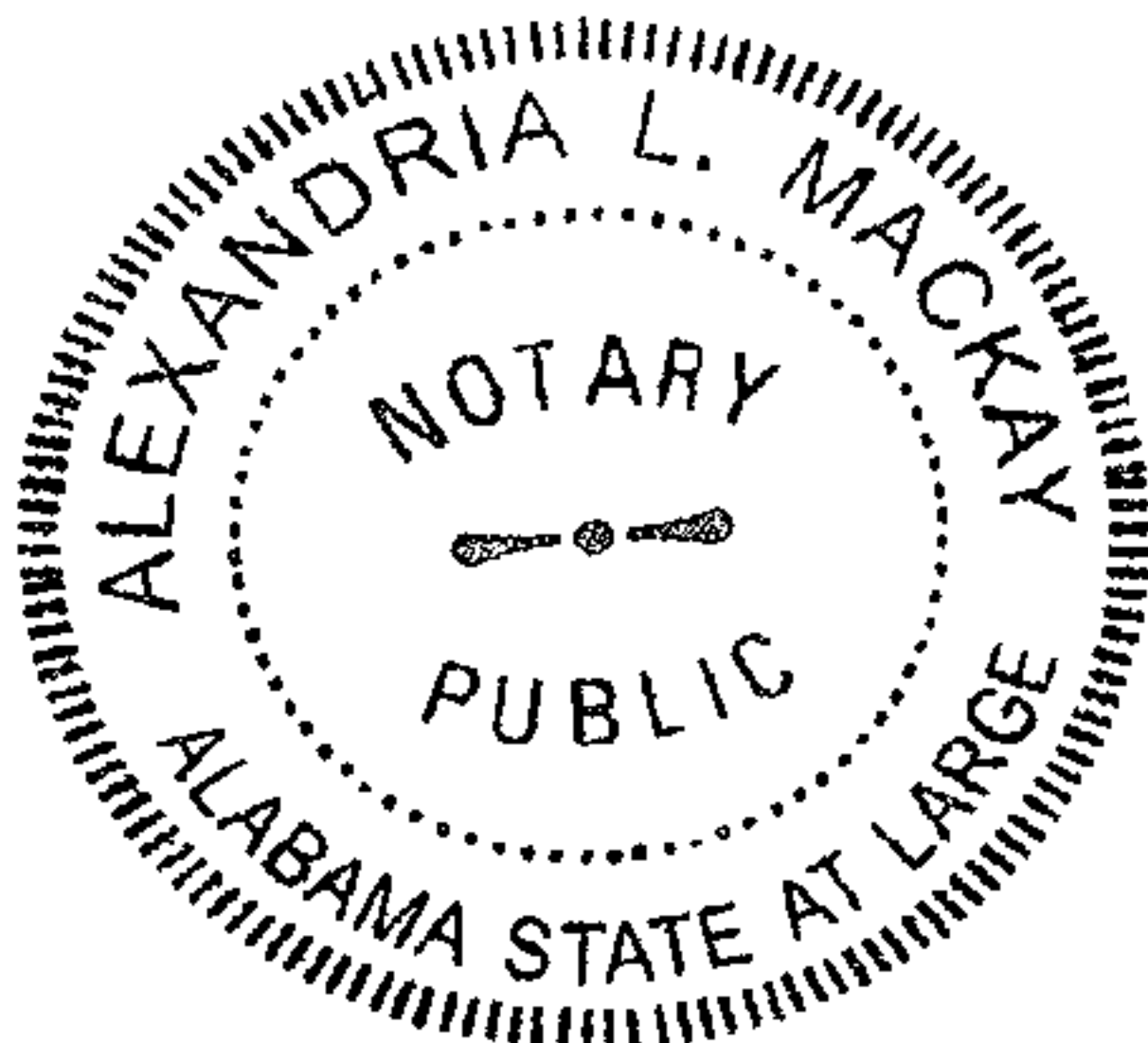


Alexandra L. Mackay  
NOTARY PUBLIC  
My Commission Expires: 10/31/2021

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **J. Daryl Spears**, 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 5<sup>th</sup> day of October, 2018.



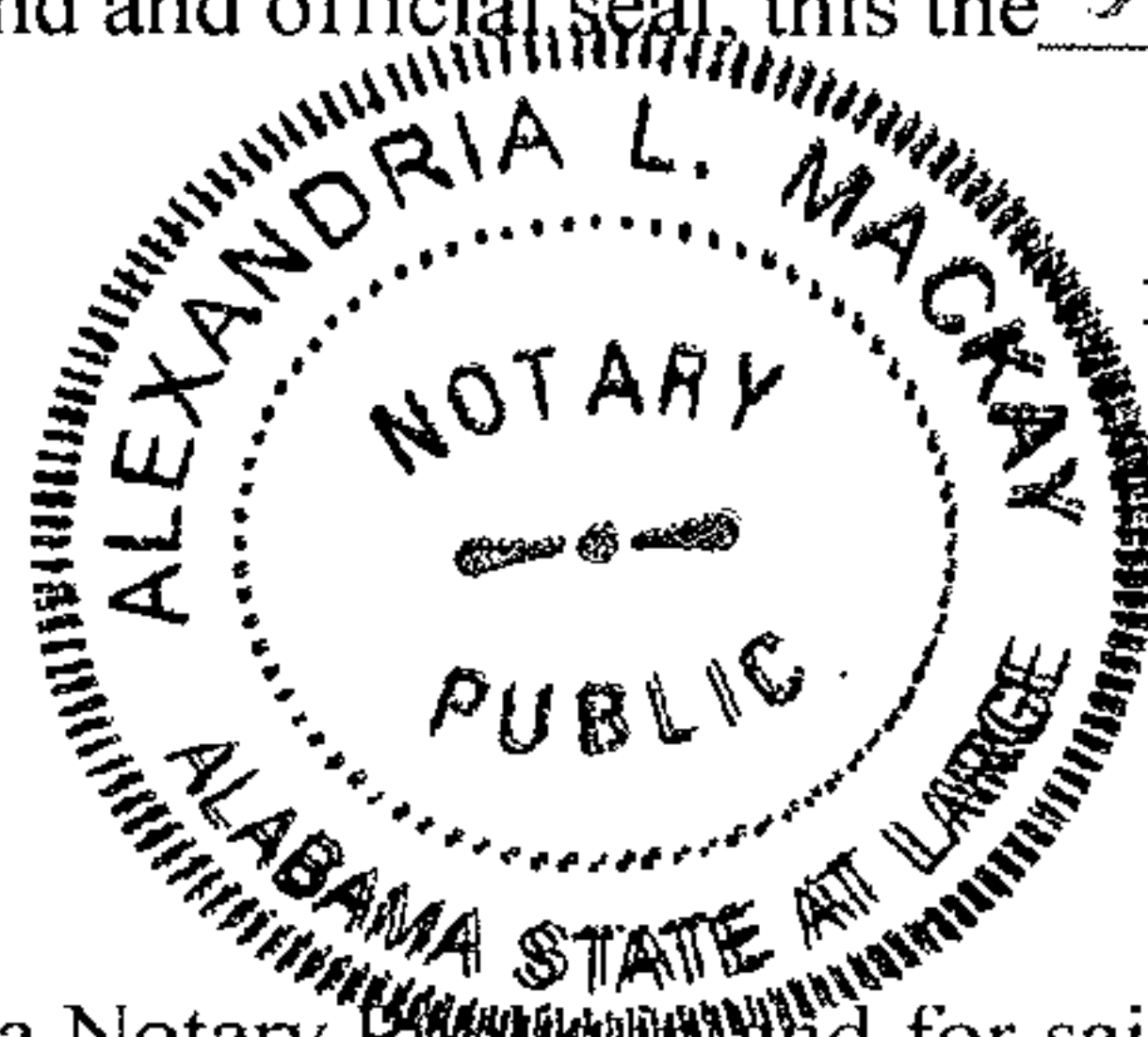
Alexandra L. Mackay  
NOTARY PUBLIC  
My Commission Expires: 10/31/2021



STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **J. Daryl Spears**, whose name as Chief Financial 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 5<sup>th</sup> day of October, 2018.

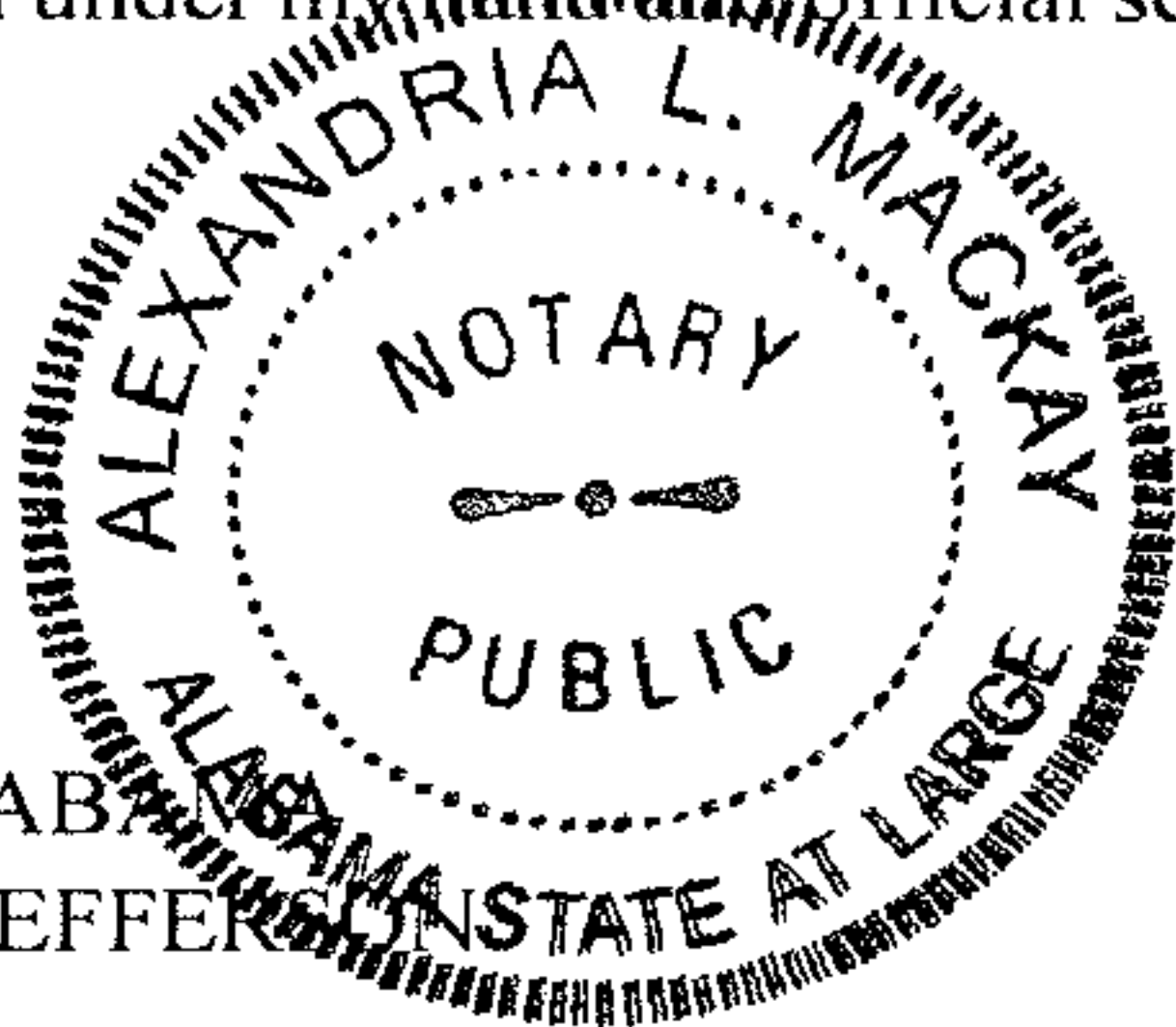


Alexandra L. Mackay  
NOTARY PUBLIC  
My Commission Expires: 10/31/2021

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **J. Daryl Spears**, whose name as Chief Financial 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 5<sup>th</sup> day of October, 2018.

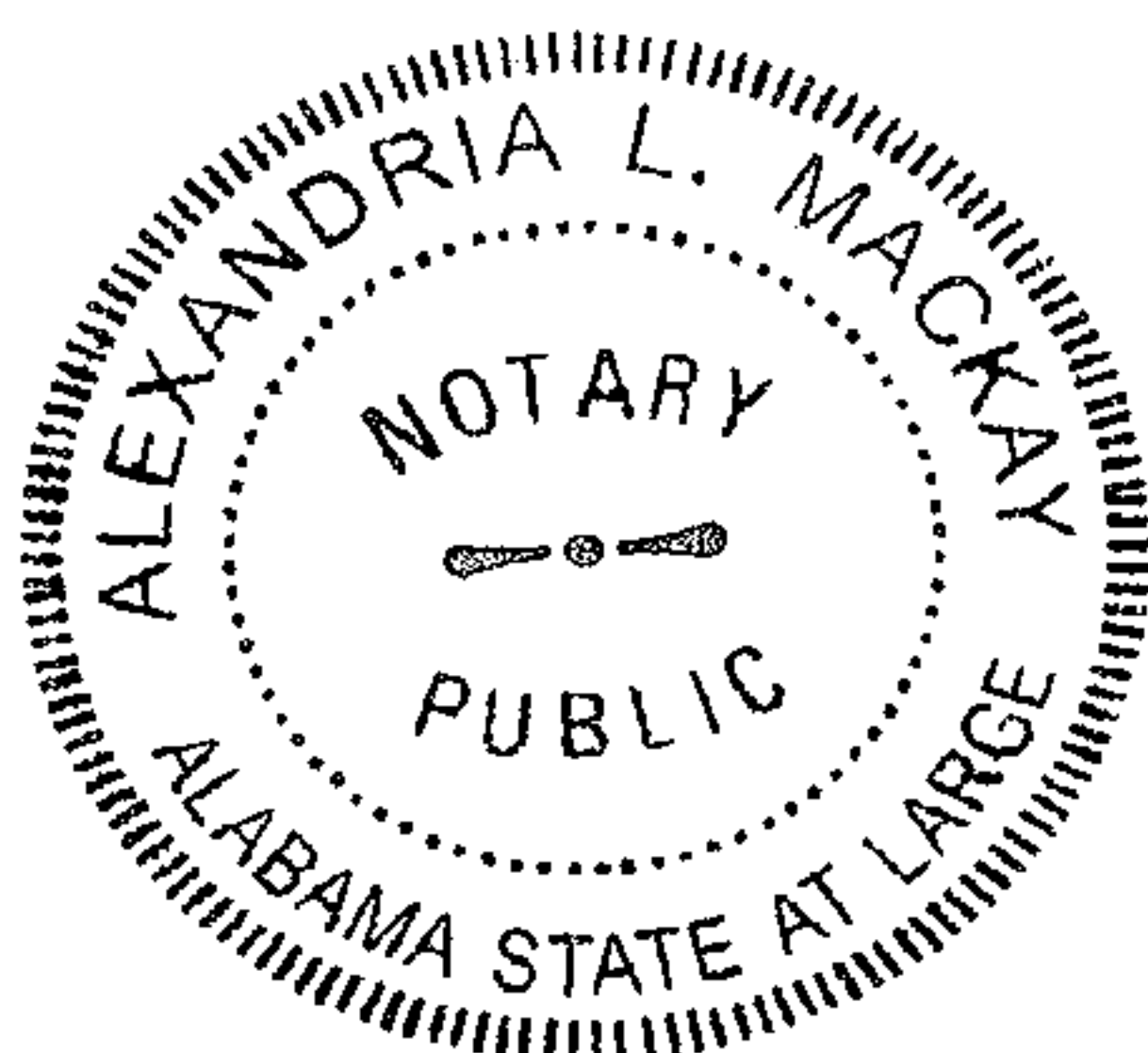


Alexandra L. Mackay  
NOTARY PUBLIC  
My Commission Expires: 10/31/2021

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **J. Daryl Spears**, whose name as Chief Financial 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 5<sup>th</sup> day of October, 2018.

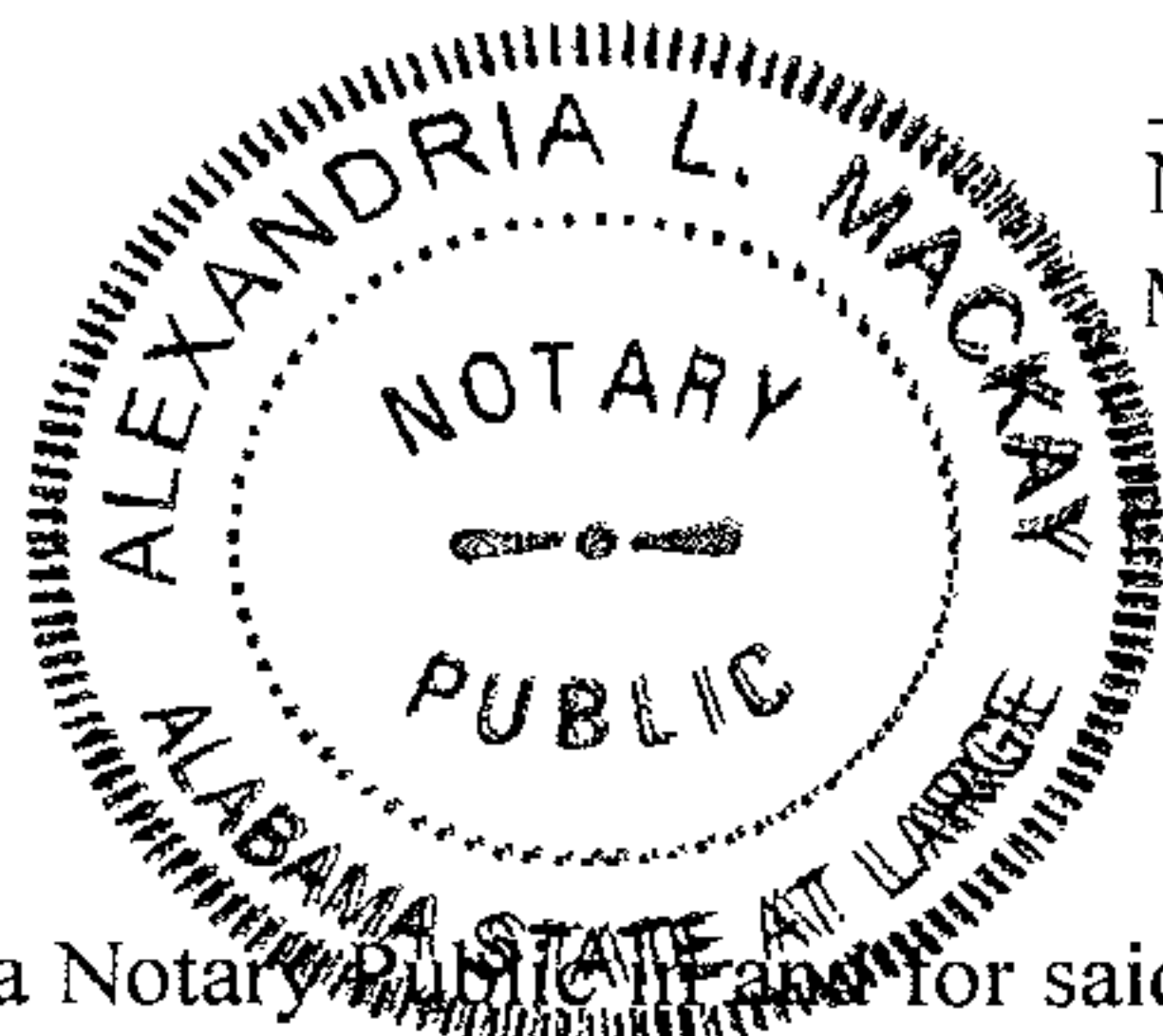


Alexandra L. Mackay  
NOTARY PUBLIC  
My Commission Expires: 10/31/2021

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **J. Daryl Spears**, whose name as Chief Financial 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 5<sup>th</sup> day of October, 2018.

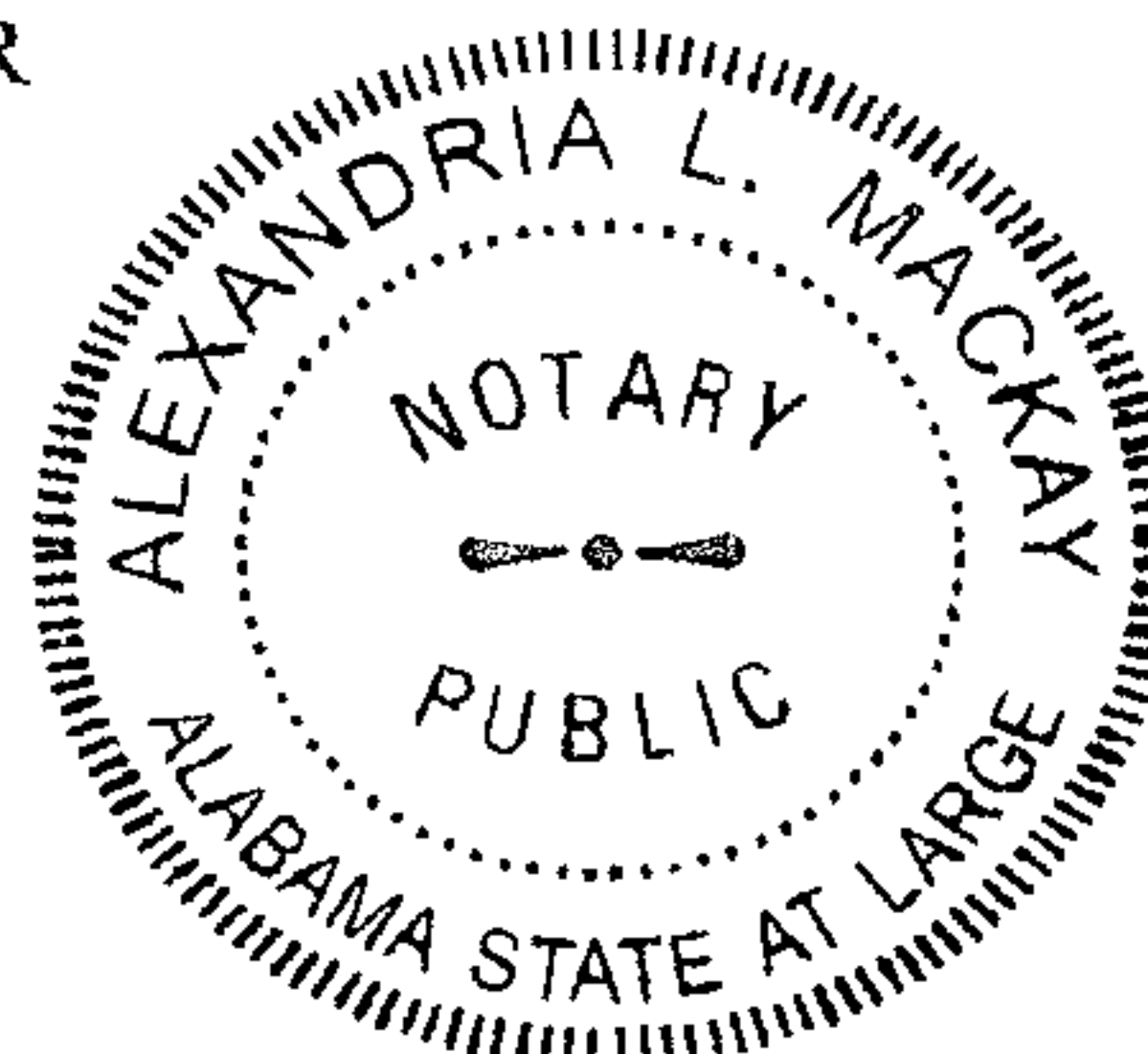


Alexandra L. Mackay  
NOTARY PUBLIC  
My Commission Expires: 10/31/2021

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **J. Daryl Spears**, whose name as Chief Financial 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 5<sup>th</sup> day of October, 2018.



Alexandra L. Mackay  
NOTARY PUBLIC  
My Commission Expires: 10/31/2021

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]



**EXHIBIT A-1**

Parcel I: Lots 109, 162, and 169, according to the Survey of Lake Wilborn Phase 2A, as recorded in Map Book 49, Page 17, in the Probate Office of Shelby County, Alabama.

Parcel II: Lot 132, according to the Survey of Lake Wilborn Phase 2B, as recorded in Map Book 49, Page 44, in the Probate Office of Shelby County, Alabama.

Parcel III: Lot 155, according to the Survey of Lake Wilborn Phase 2C, as recorded in Map Book 49, Page 68, in the Probate Office of Shelby County, Alabama.

Parcel IV: Lot 896, according to the Survey of Riverwoods Eighth Sector Phase II Sector "C", as recorded in Map Book 46, Page 3, in the Probate Office of Shelby County, Alabama.

Parcel V: Lot 1020 according to the Survey of Blackridge Phase 1A, as recorded in Map Book 48, Page 83 A and B, in the Probate Office of Shelby County, Alabama.

**EXHIBIT B-1**

Subject to:

1. Taxes for the year 2018 and subsequent years, not yet due and payable;
2. Easement(s), building line(s), and restriction(s) as shown on recorded map;
3. Right-of-way granted to Alabama Power Company recorded in Inst. No. 2017-10232 and Inst. No. 2017-40343 and Inst. No. 2017-397480;
4. Restrictions appearing of record in Inst. No. 9863-4186; Inst. No. 2002-4257 and Inst. No. 2016-5874 (Shelby County); Inst. No. 2016-17965 (Jefferson County); Inst. No. 2018-45937 (Jefferson County); Inst. No. 2018-15451 (Shelby County);
5. Right-of-way granted to Alabama Power Company recorded in Volume 143, Page 353; Volume 239, Page 539; Bessemer Volume 1015, Page 69; Bessemer Volume 1015, Page 72; Bessemer Volume 1015, Page 75; Inst. No. 200013-7924; Volume 730, Page 383 and Real 26, Page 773;
6. Sanitary Sewer Pipeline from Auburn University Foundation to Jefferson County as recorded in Inst. No. 9962-1659;
7. Permanent Sanitary Sewer Easement in favor of Jefferson County as recorded in Inst. No. 9863-911;
8. Storm water drainage easement agreement between USX and City of Hoover as recorded in Inst. No. 9961-2379 and Inst. No. 9961-2380;
9. Transmission Line Permit granted to Alabama Power Company as set forth in Deed Book 138, Page 914; Deed Book 138, Page 96 and Deed Book 238, Page 137;
10. Sanitary Sewer Easement in favor of Jefferson County, Alabama referred to as the Fleming Sewer Extension Easement as recorded in LR 200662, Page 25279 in Jefferson County, and Inst. No. 20060418000180510 in Shelby County;
11. Restrictions appearing of record in Inst. No. 2017-33399 and Inst. No. 2017094767; and Inst. No. 2017-452070 and Inst. No. 2018-12920;
12. Easement Agreement between US Steel Corporation and P. R. Wilborn, LLC recorded I Inst. No. 2016017964 (Jefferson County); Inst. No. 2016-5873 (Shelby County); Inst. No. 2018-45949 (Jefferson County) and Inst. No. 2018-15448 (Shelby County);
13. Right of way to Water Works Board of the City of Birmingham recorded in Inst. No. 2017-338660.
14. Restrictions appearing of record in Inst. No. 2007-43516, Inst. No. 20156546, Inst. No. 2015-65411;
15. Right-of-way granted to Alabama Power Company recorded in Inst. No. 2015-35046, Inst. No. 2015-8445 and Instrument No. 2015-32407;
16. Declaration of Covenants, Conditions and Restrictions recorded in Inst. No. 20171204000433480; First Amendment recorded in Inst. No. 20171204000433490 and Second Amendment recorded in Inst. No. 20171219000452060;
17. Certificate of Blackridge Residential Association, Inc. recorded in No. 201712040000433500;
18. Less and except any part of subject property lying within any lake;
19. Riparian rights associated with the Lake under applicable State and/or Federal law;
20. Reservations, provisions, exceptions and conditions and rights set out in Real 112 Page 876 and corrected by Real 328, at Page 1, and as set forth in that certain Deferred Interest Agreement of record in Real Book 247, Page 599 and amended in Real Book 247 page 636 the Office of the Judge of Probate of Shelby County, Alabama;
21. Easement reservation as set out in Instrument 1994-3931, in the Probate Office of Shelby County, Alabama and Instrument 200260-2612 in the Probate Office of Jefferson County, Alabama;
22. Telecommunication Cable Easement by Court Order as recorded in Inst. No. 2012021700059230 and Inst. No. 2012021300053280;

23. Grant of easement to Alabama Power Company as recorded in Inst. No. 201510006000350460, Inst. No. 20151006000324070, Inst. No. 20171120000419620, Inst. No. 20171102000397470, Inst. No. 20180316000088220 and Inst. No. 20180316000088230;
24. Assignment of Easement Rights by Riverwoods Holdings, LLC to Blackridge Partners, LLC as recorded in Inst. No. 20151230000443770;
25. Covenants, conditions, maintenance obligations and relocation rights contained in that certain Reciprocal Easement Agreement by and between Riverwoods Holdings, LLC and Blackridge Partners, LLC as recorded in Inst. No. 20151230000443730 amended in Inst. No. 20170816000296240;
26. Covenants, conditions, easements, restrictions, prohibitions and requirements contained in Declaration of Restrictive Covenants by and between Blackridge Partners, LLC and the U.S. Army Corps. Of Engineers pursuant to Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act as recorded in Instrument 2016-248830 and recorded map relating thereto as recorded in Inst. No. 2016-248840; and
27. Right of way Agreement granted to the Water Works Board of the City of Birmingham as recorded in Inst. No. 20170918000338670.



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
10/11/2018 08:33:03 AM  
\$54.00 CHERRY  
20181011000361670

*Allen S. Bayl*