

This instrument Prepared By:

Rev. 11-15-18

Randolph H. Lanier
Balch & Bingham LLP
1901 Sixth Avenue North, Suite 2600
Birmingham, Alabama 36203
(205) 251-8100

INDEX:

Original Mortgagor (Borrower): Blackridge Partners, LLC
Mortgagee: Trustmark National Bank

Additional Mortgagors (Borrowers) being added:

SB Holding Corp.
SB Dev. Corp.
Lake Wilborn Partners, LLC
Brock Point Partners, LLC.

STATE OF ALABAMA

COUNTY OF SHELBY

**AMENDMENT TO
FUTURE ADVANCE MORTGAGE,
ASSIGNMENT OF RENTS AND LEASES
AND SECURITY AGREEMENT**

This Amendment made effective as of November 7, 2018, between **TRUSTMARK NATIONAL BANK**, a national banking association (the “**Lender**”), and **BLACKRIDGE PARTNERS, LLC.**, an Alabama limited liability company (“Blackridge”), *and with the addition of SB HOLDING CORP.*, an Alabama corporation (SB Holding) **SB DEV. CORP.**, an Alabama corporation (SB Dev), **LAKE WILBORN PARTNERS, LLC.**, an Alabama limited liability company (“Lake Wilborn”) and **BROCK POINT PARTNERS, LLC.**, an Alabama limited liability company (“Brock Point”) (**Blackridge**, **SB Holding**, **SB Dev**, **Lake Wilborn** and **Brock Point** are individually and collectively referred to herein as “**Borrower**”).

All recording taxes have been paid on the Mortgage recorded as Instrument No. 20180831000315070 in the Probate Office of Shelby County, Alabama securing the principal amount of \$3,518,421.00. This Amendment does not increase the principal amount secured.

The Mortgage amended hereby also is given as **ADDITIONAL SECURITY** for indebtedness secured by that certain Mortgage and amendments thereto recorded at Instruments Nos. 20180713000250000, 20180814000290740, 20180906000320370 and 20180918000334010 in the Probate Office of Shelby County, Alabama, as amended contemporaneously herewith (*See Paragraph 4 hereof*), upon which all recording taxes have been paid.

WHEREAS, in with a line of credit loan (the “**Loan**”) from Lender to Blackridge (“**Original Borrower**”) in the original principal amount of \$3,518,421.00, and to secure a Development Master Revolving Credit Promissory Note dated August 31, 2018 in the original principal amount of \$3,518,421.00 (the “**Original Note**”), Original Borrower executed and delivered to Lender that certain Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement dated August 31, 2018, and recorded as Instrument No. 20180831000315070 in the Probate Office of Shelby County, Alabama (collectively, and as may otherwise have been amended, the “**Mortgage**”); and

WHEREAS, the Original Note has been amended and restated to add SB Dev, Lake Wilborn and Brock Point as borrowers, but the amount secured has not been increased, all pursuant to an Amended and Restated Line of Credit Promissory Note (Non-Revolution) dated contemporaneously from Borrower; and

WHEREAS, Borrower and Lender have agreed to amend the Mortgage as set forth herein.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00), the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower and Lender agree that the Mortgage is amended as follows:

1. All references in the Mortgage to the Development Master Note hereafter shall mean such note, as amended and restated pursuant to the Amended and Restated Line of Credit Promissory Note (Non-Revolution) in the principal amount of \$3,518,421.00 dated contemporaneously herewith. The Mortgage, as amended hereby, shall secure said Amended and Restated Line of Credit Promissory Note (Non-Revolution).
2. SB Holding, SB Dev., Lake Wilborn and Brock Point are added as mortgagors/borrowers to the same extent as if they were an original “Borrower” under the Mortgage.
3. All references in the Mortgage to the “Development Line Agreement” hereafter shall refer to the Amended and Restated Master Loan Agreement dated contemporaneously herewith between Borrower and Lender. All references in the Mortgage to the “Loan” hereafter shall mean the Loan pursuant to the Amended and Restated Master Loan Agreement dated contemporaneously herewith between Borrower and Lender.
4. The Mortgage also shall be **ADDITIONAL SECURITY** for that certain Master Revolving Credit Promissory Note in the principal amount of \$10,000,000.00 dated June 8, 2018 from Lake Wilborn to Lender, as amended, restated and consolidated by that certain Amended, Restated and Consolidated Line of Credit Promissory Note (Revolution) in the principal amount of \$19,000,000.00 dated contemporaneously from Borrower to Lender, as secured by that certain Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement (Alabama) in the principal amount of \$10,000,000.00 from Lake Wilborn to Lender dated June 8, 2018, recorded as Instrument No. 20180713000250000 in the Probate Office of Shelby County, Alabama, as amended by Amendments recorded at

Instrument Nos. 20180814000290740, 20180906000320370 and 20180918000334010 in said Probate Office, and as amended contemporaneously herewith by Amendment to Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement (Alabama) between Borrower and Lender recorded or to be recorded in said Probate Office.

5. References in the Mortgage to matters shown on “Exhibit B” or “Permitted Exceptions to Title” hereafter shall mean such exceptions to title as may be set forth in one or title commitments related to the Loan and describing the real property encumbered by the Mortgage from time to time, and which have been received and approved by Lender prior to the date such property became encumbered by the Mortgage.
6. Except as modified herein, all other terms and conditions of the Mortgage shall remain in full force and effect.
7. This document may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one (1) document and agreement, but in making proof of this document, it shall not be necessary to produce or account for more than one such counterpart, and counterpart pages may be combined into one single document.

[remainder of this page is blank; signature pages follow]

IN WITNESS WHEREOF, Lender and Borrower have caused this Amendment to be executed effective as of the day and year first set forth above.

LENDER:

TRUSTMARK NATIONAL BANK,
a national banking association

By: 

Printed Name: Ben Hendrix

Title: SVP

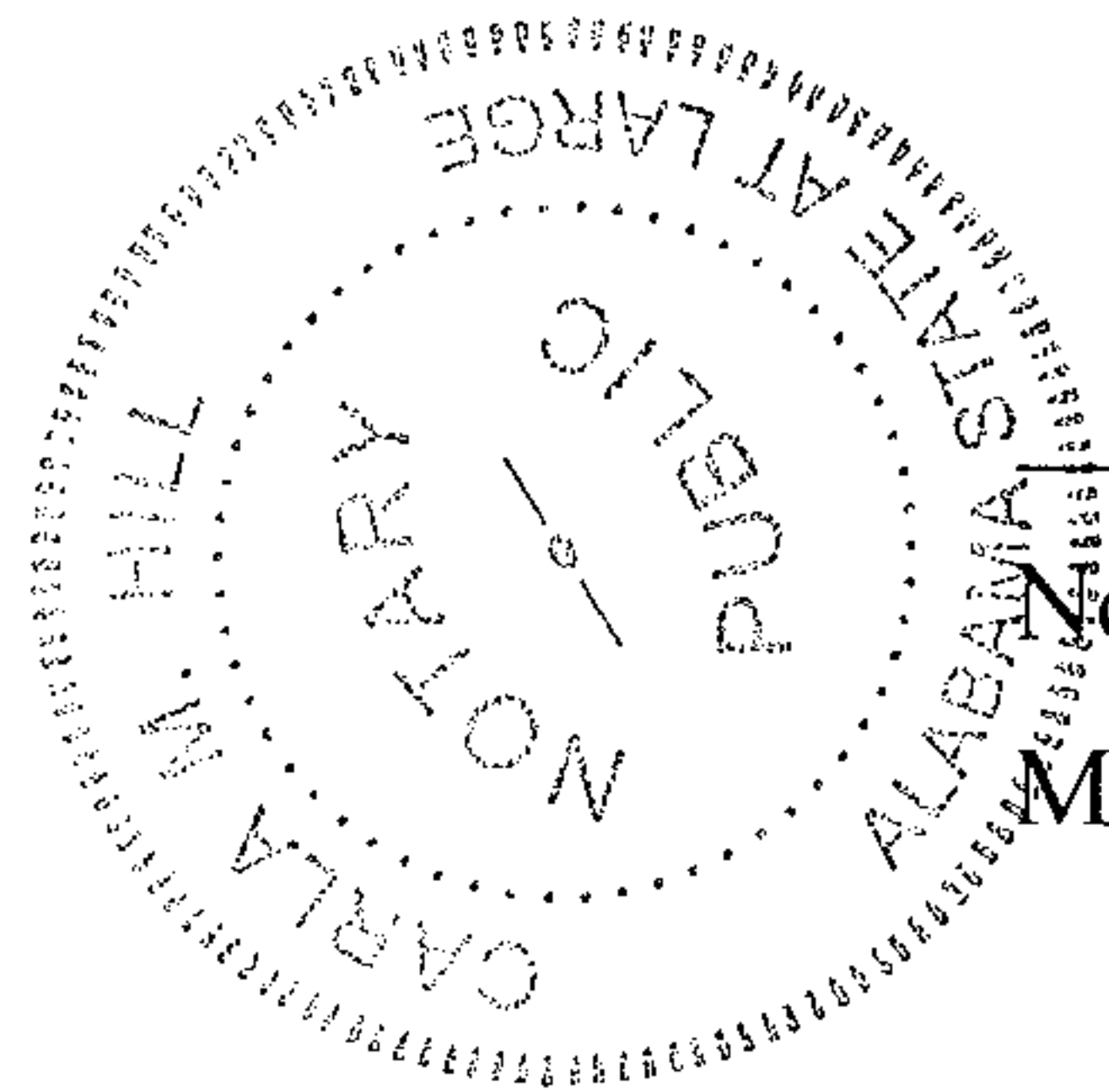
STATE OF ALABAMA

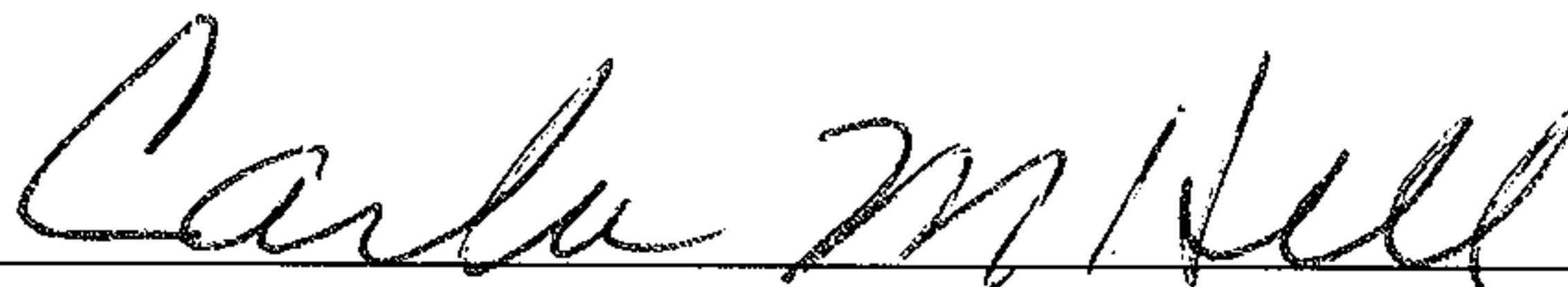
COUNTY OF JEFFERSON

I, Carla M. Hill, a notary public in and for said County, in said State, hereby certify that Ben Hendrix, whose name as Senior VP of **TRUSTMARK NATIONAL BANK**, 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 said instrument, he, as such officer, 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 16th day of November, 2018.

[NOTARIAL SEAL]






Notary Public

My Commission Expires: 3/23/19

BORROWER:

BLACKRIDGE PARTNERS, LLC,
an Alabama limited liability company

By: 
Printed Name: Daryl Spears
Title: CFO

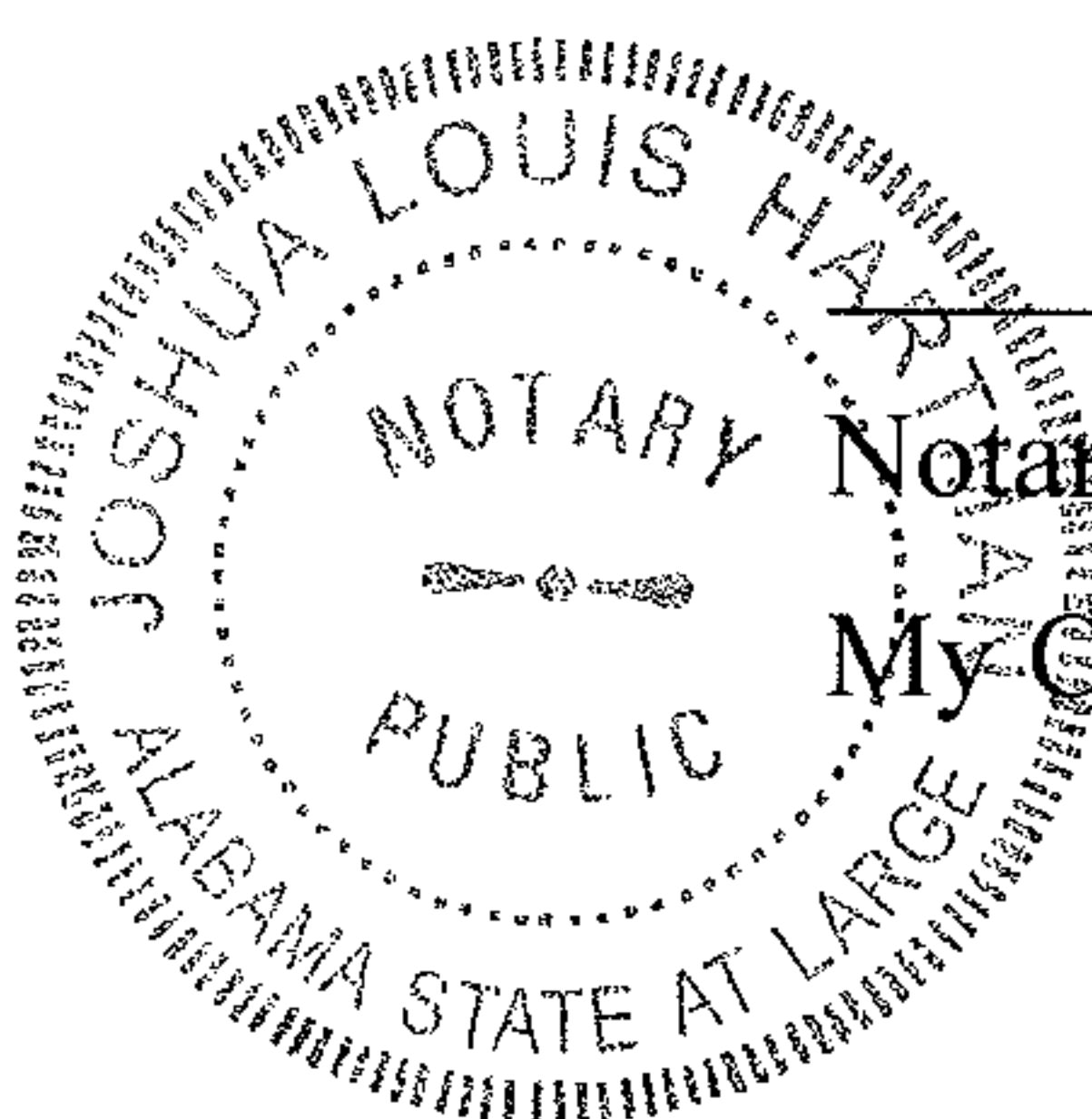
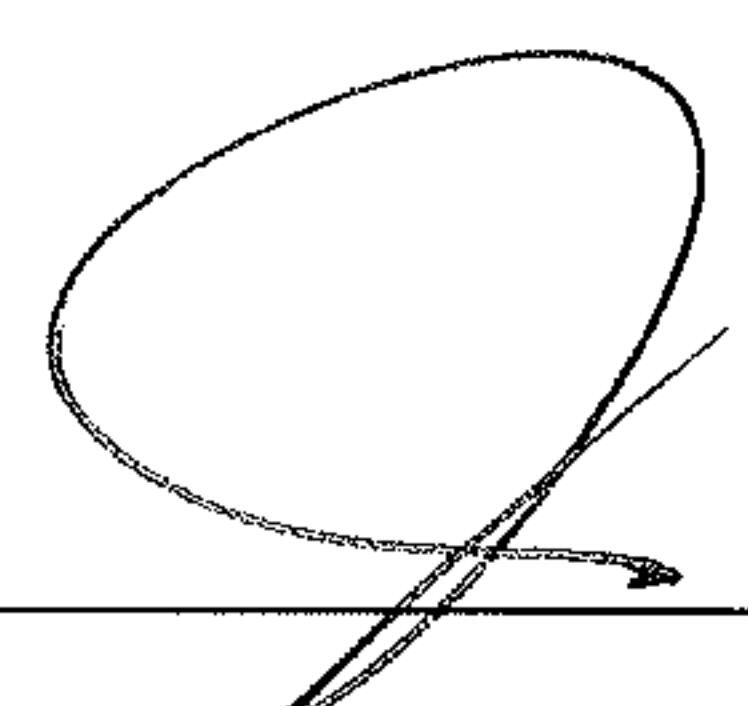
STATE OF ALABAMA

COUNTY OF JEFFERSON

I, Joshua Louis Hartman, a notary public in and for said County, in said State, hereby certify that J. Daryl Spears, whose name as CFO 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, (s)he, in such capacity, 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 7th day of November, 2018.

[NOTARIAL SEAL]



Notary Public
My Commission Expires: 3/19/20

BORROWER:

LAKE WILBORN PARTNERS, LLC,
an Alabama limited liability company

By: 
Printed Name: Daryl Spears
Title: CFO

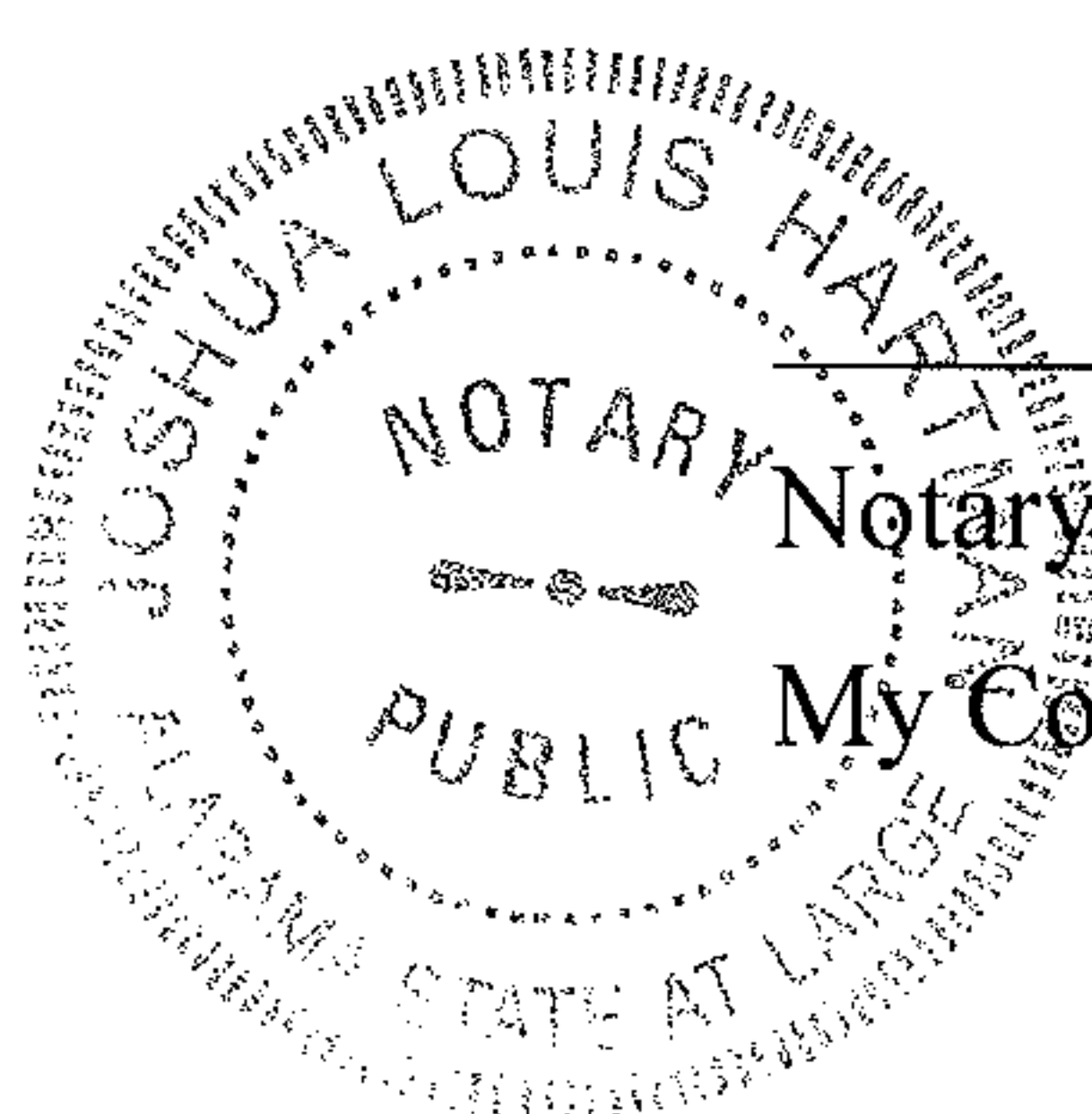
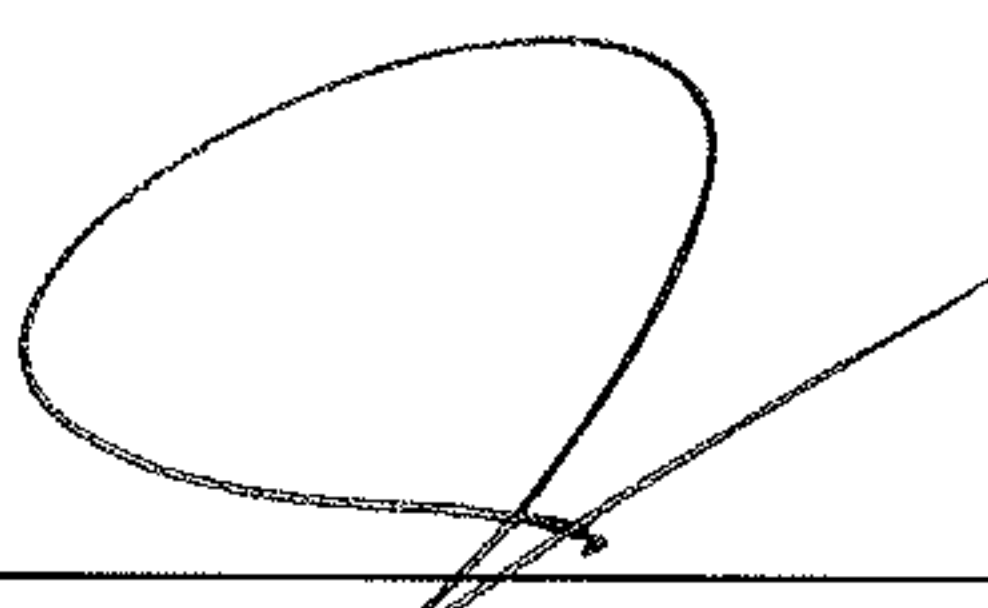
STATE OF ALABAMA

COUNTY OF JEFFERSON

I, Joshua Louis Hartman, a notary public in and for said County, in said State, hereby certify that J. Daryl Spears, whose name as CFO 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, (s)he, in such capacity, 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 7th day of November, 2018.

[NOTARIAL SEAL]



Notary Public
My Commission Expires: 3/19/20

BORROWER:

SB HOLDING CORP.,
an Alabama corporation

By: 
Printed Name: Daryl Spears
Title: CFO

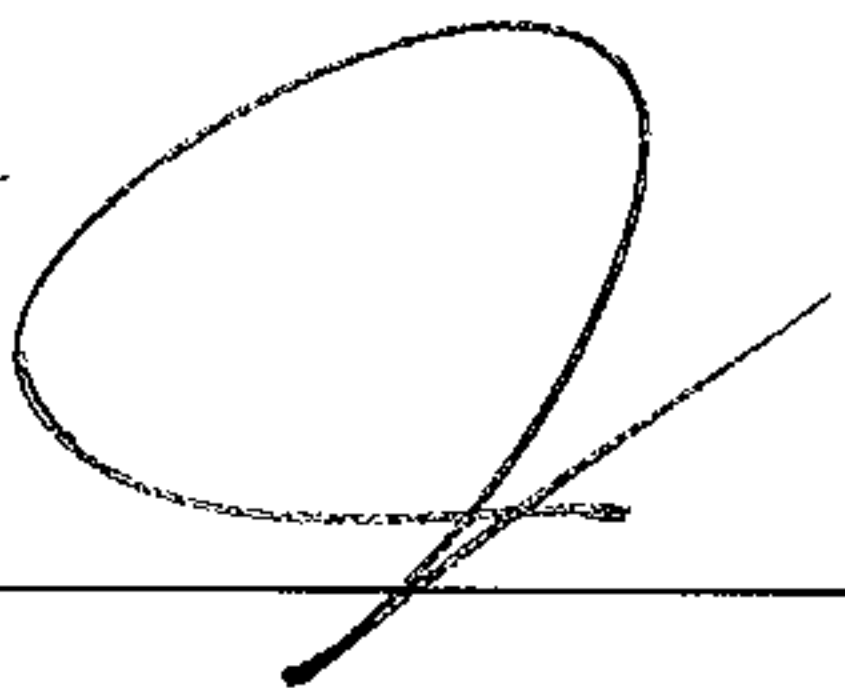
STATE OF ALABAMA

COUNTY OF JEFFERSON

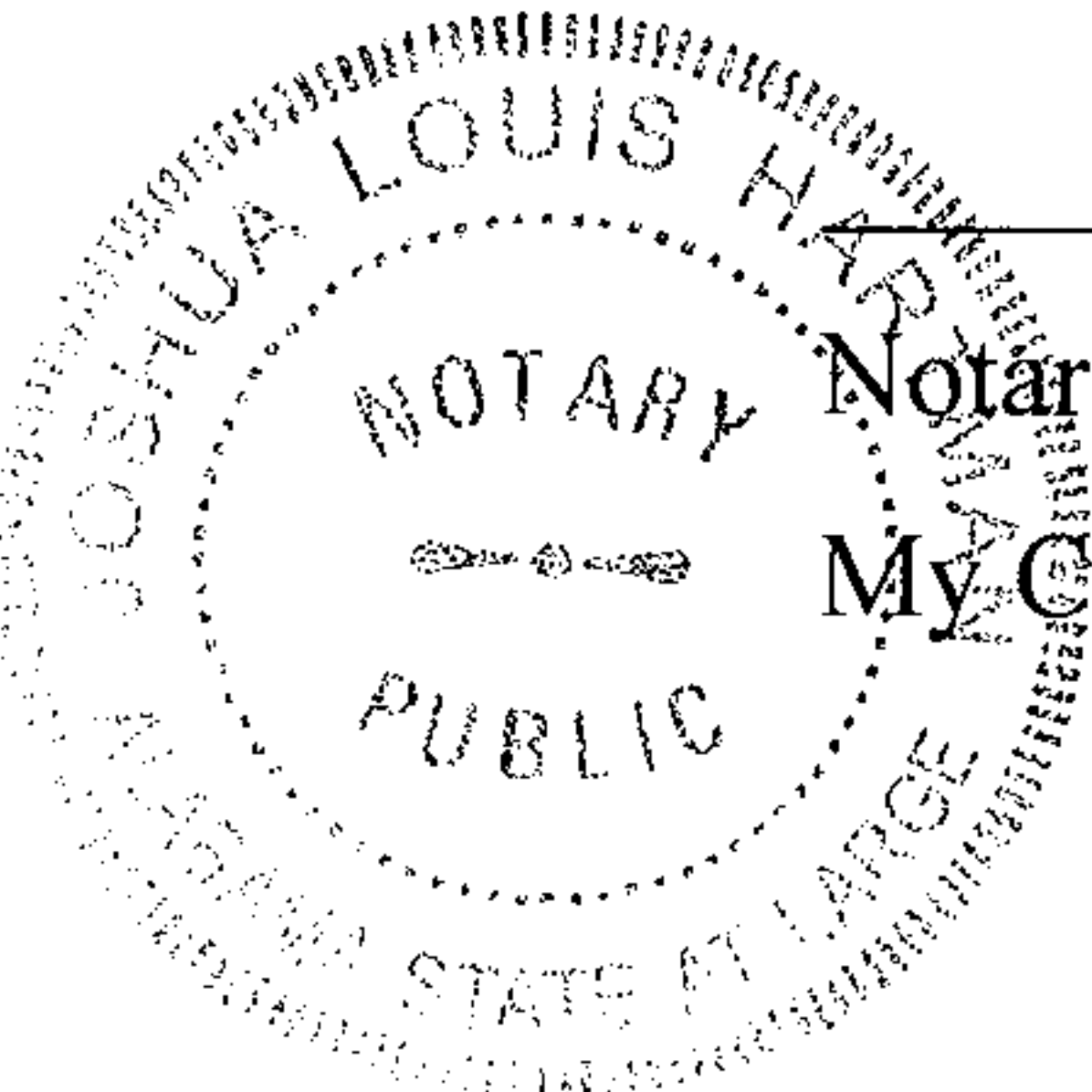
I, Joshua Louis Hartman, a notary public in and for said County, in said State, hereby certify that J. Daryl Spears, whose name as CFO of **SB HOLDING CORP.**, an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, (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 7th day of November, 2018.

[NOTARIAL SEAL]

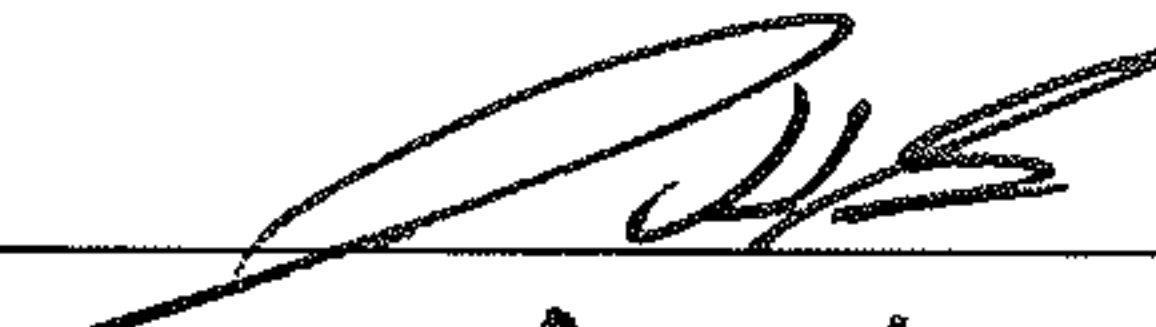


Notary Public
My Commission Expires: 3/19/20



BORROWER:

SB DEV. CORP.,
an Alabama corporation

By: 
Printed Name: Daryl Spears
Title: CFO

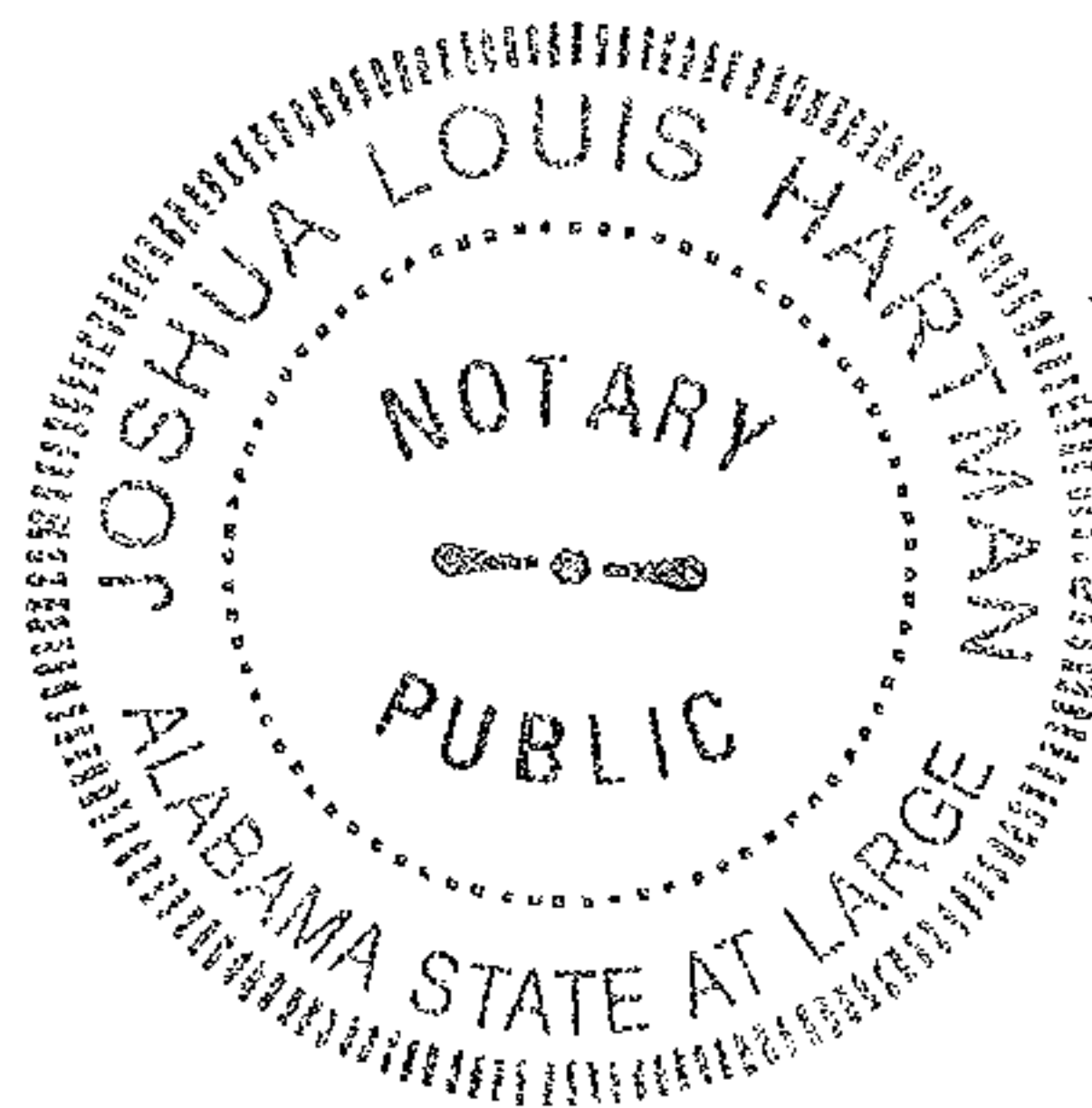
STATE OF ALABAMA

COUNTY OF JEFFERSON

I, Joshua Louis Hartman, a notary public in and for said County, in said State, hereby certify that J. Daryl Spears, 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 said 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 7th day of November, 2018.

[NOTARIAL SEAL]





Notary Public

My Commission Expires: 3/19/20

BORROWER:

BROCK POINT PARTNERS, LLC,
an Alabama limited liability company

By: 
Printed Name: Daryl Spears
Title: CFO

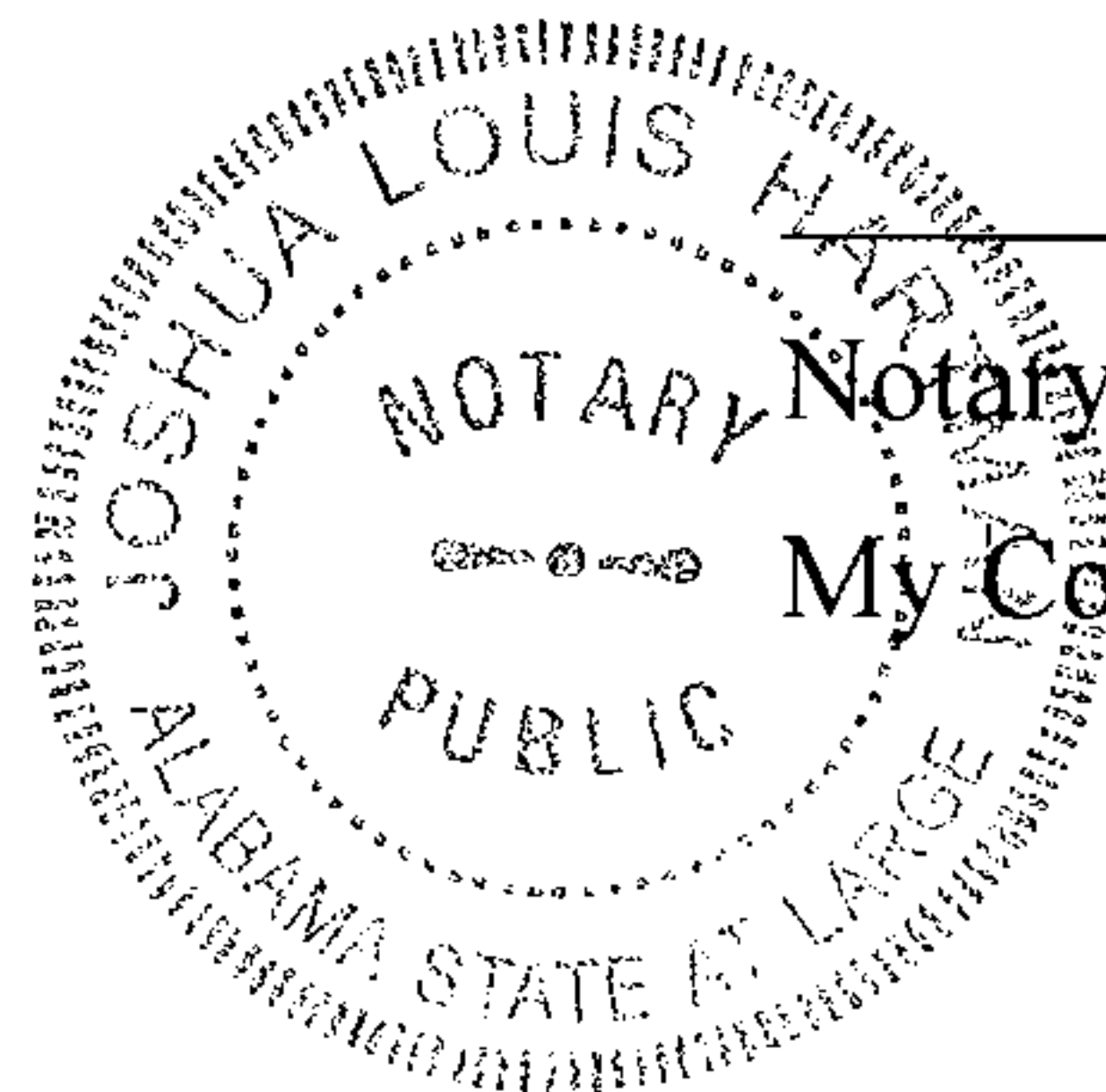
STATE OF ALABAMA

COUNTY OF JEFFERSON

I, Joshua Louis Hartman, a notary public in and for said County, in said State, hereby certify that J. Daryl Spears, whose name as CFO 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, (s)he, in such capacity, 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 7th day of November, 2018.

[NOTARIAL SEAL]




Notary Public

My Commission Expires: 3/19/20



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
11/20/2018 09:19:30 AM
\$46.00 CHARITY
20181120000409270

Allen S. Bayl