20181212000433970 1/3 $23.00
Shelby Cnty Judge of Probate, AL
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SECOND AMENDMENT TO SUBORDINATION AGREEMENT

THIS SECOND AMENDMENT TO SUBORDINATION AGREEMENT (hereinafter the "Amendment") amends that certain Subordination Agreement executed on April 13, 2011 by **GENERAL BOARD OF GLOBAL MINISTRIES OF THE UNITED METHODIST CHURCH**, an New York corporation (hereinafter "General Board") in favor of **BANCORPSOUTH** (also known as BANCORPSOUTH BANK) (hereinafter "Bank") and the Amendment to Subordination Agreement executed by the General Board April 11, 2012.

WHEREAS, RIVERCHASE UNITED METHODIST CHURCH, an Alabama non-profit religious corporation (hereinafter "Borrower") executed a Mortgage in favor of the General Board recorded March 5, 1985 in Real Vol. 019 Page 937 ("General Board Mortgage") that pertains to the property described on Exhibit "A" attached hereto (hereinafter the "Property"). All recordings referenced herein are in the Office of the Judge of Probate of Shelby County, Alabama.

WHEREAS, the General Board later entered into an agreement ("Subordination Agreement") to subordinate the General Board Mortgage in favor of the Mortgage, Assignment of Rents and Leases and Security Agreement by and between Borrower and Bank in the amount of $4,000,000.00 which is recorded as Instrument 20110418000117750 that pertains to the Property (hereinafter the "Bank Mortgage").

WHEREAS, the Subordination Agreement was recorded as Instrument 20110426000126230.

WHEREAS, the Bank agreed to lend an additional $1,000,000.00 to Borrower secured by an increase in the Bank Mortgage and the General Board executed an Amendment to Subordination Agreement recorded as Instrument 20120419000134010 that subordinated the General Board Mortgage to the increase in the Bank Mortgage.

WHEREAS, Borrower has now requested Bank to lend Borrower up to a total of $5,500,000.00 secured by the Bank Mortgage and Bank is agreeable to making such loan, provided the General Board, among other things enters into this Second Amendment, and causes the General Board Mortgage to be subordinated to Bank to secure the payment of the additional $500,000.00.

NOW THEREFORE, in consideration of the terms and conditions contained herein, and to induce Bank to lend additional monies to Borrower, the Subordination Agreement is hereby amended as follows:

> Henceforth the General Board Mortgage shall be postponed in favor of and made subsequent to the Bank Mortgage (including all amendments thereto recorded as of the date hereof) and all renewals and extensions thereof, to secure the payment of the sum of five million five hundred thousand and no/100 ($5,500,000.00).

All of the terms and provisions of the Subordination Agreement not specifically amended herein, are hereby reaffirmed, ratified and restated. This Amendment amends the Subordination Agreement and is not a novation thereof.

IN WITNESS WHEREOF, we have hereunto set our hands and seals effective this 28th day of November, 2018.

GENERAL BOARD OF GLOBAL MINISTRIES OF THE UNITED METHODIST CHURCH, a New York not-for-profit corporation

By: _____
Print Name: Roland Fernandes
Title: COO/General Treasurer

STATE OF Georgia
COUNTY OF Fulton

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Roland Fernandes whose name as COO/General Treasurer of GENERAL BOARD OF GLOBAL MINISTRIES OF THE UNITED METHODIST CHURCH, a New York not-for-profit 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/she as such COO/General Treasurer, and with full authority, executed the same voluntarily, as an act of said corporation, acting in his/her capacity as aforesaid.

Given under my hand and official seal, this the 28th day of November, 2018.

OFFICIAL SEAL
MICHAEL CHISHTI
NOTARY PUBLIC-GEORGIA
FULTON COUNTY
My Comm. Expires July 5, 2020

_____
NOTARY PUBLIC
My Commission Expires: July 5th, 2020

THIS INSTRUMENT PREPARED BY AND AFTER RECORDATION SHOULD BE RETURNED TO:
William L. Phillips, III
ENGEL, HAIRSTON & JOHANSON, P.C.
109 North 20th Street, Fourth Floor
P.O. Box 11405
Birmingham, Alabama 35202
(205) 328-4600

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EXHIBIT "A"

20181212000433970 3/3 $23.00
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Lot 1C, according to the Survey of Riverchase United Methodist Church Resurvey #2, as recorded in Map Book 42, Page 145, in the Probate Office of Shelby County, Alabama.

SUBJECT TO:

i) taxes and assessments for the year 2018, a lien but not yet payable;

ii) rights of way granted to Alabama Power Company as set out in instruments recorded in Deed Book 131, page 387, Deed Book 20, page 542, Instrument 1994-11652, Instrument 1995-30144, Deed Book 101, page 500, Deed Book 101, page 569, Deed Book 108, page 396, Instrument 20110113000013000, Instrument 20040312000127160, Instrument 1992-26818, and Real Volume 368, page 590;

iii) right of way granted to Shelby County, Alabama as recorded in Deed Book 102, page 441, and Deed Book 102, page 471;

iv) restrictions and covenants appearing of record in Real Volume 4, Page 512, and Real Volume 332, page 466;

v) right of way granted to The Water Works and Sewer Board of the City of Birmingham as recorded in Instrument 1998-28946;

vi) easement as recorded in Instrument 1992-13202;

vii) terms, agreements and rights of way to Alabama Power Company as recorded in Instrument 20120313000086910 and in Instrument 20120313000086920 and Instrument 20120327000104190; and

viii) coal, oil, gas and mineral and mining rights which are not owned by Mortgagor.