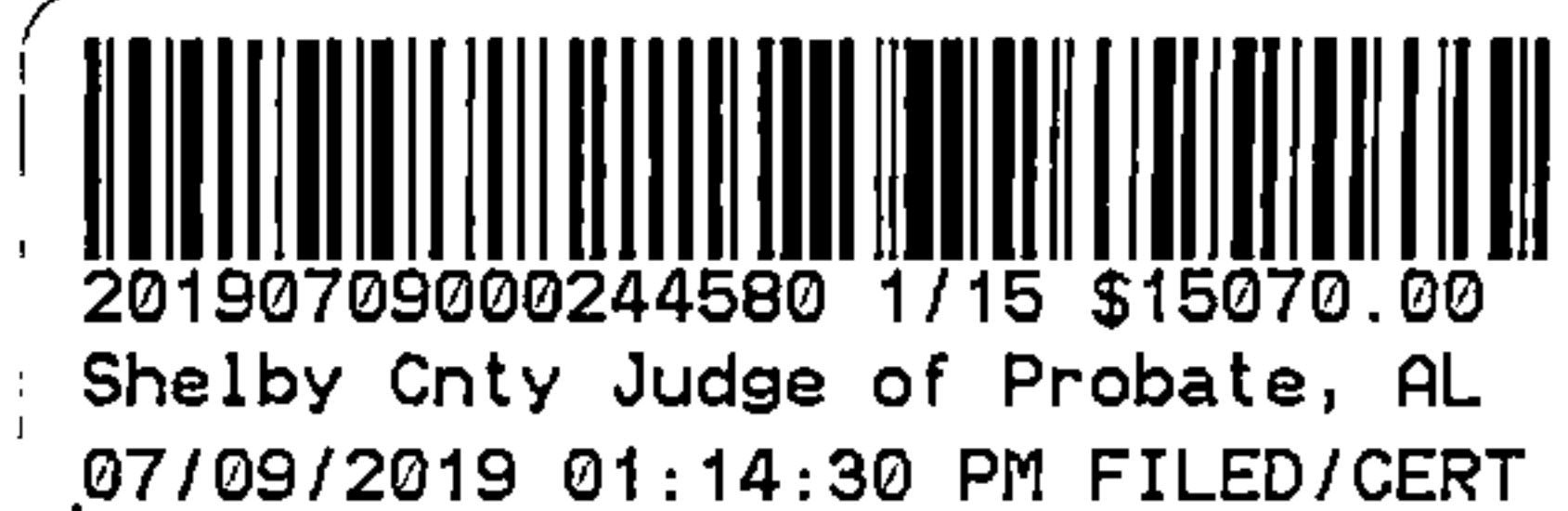


STATE OF ALABAMA  
SHELBY COUNTY  
MADISON COUNTY  
JEFFERSON COUNTY

)  
)  
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**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,

**NOTES TO CLERK: (1) THIS AMENDMENT ADDS THE FOLLOWING ENTITIES TO THE MORTGAGE: (A) FLEMMING PARTNERS, LLC, AN ALABAMA LIMITED LIABILITY COMPANY, (B) MCDANIEL FARMS PARTNERS, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, AND (C) MCDANIEL ESTATES PARTNERS, LLC, A TENNESSEE LIMITED LIABILITY COMPANY; (2) INCREASES THE MAXIMUM PRINCIPAL INDEBTEDNESS SECURED BY THE MORTGAGE BY AN AMOUNT OF \$10,000,000.00; (3) THE MAXIMUM PRINCIPAL INDEBTEDNESS SECURED BY THE MORTGAGE, AS HEREBY AMENDED, IS \$27,000,000.00; (4) THIS IS AN AMENDMENT TO THAT CERTAIN MORTGAGE RECORDED AS INSTRUMENT NO. 20160506000154710, AS AMENDED BY INSTRUMENTS 20160616000207600, 20171031000393830 AND 20180627000228450 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA; AND RECORDED AS INSTRUMENT NO. 20160509000250100 AND AMENDED BY INSTRUMENTS 2017-00610424 AND 2018-00045510 IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA.**

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**")

**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**").

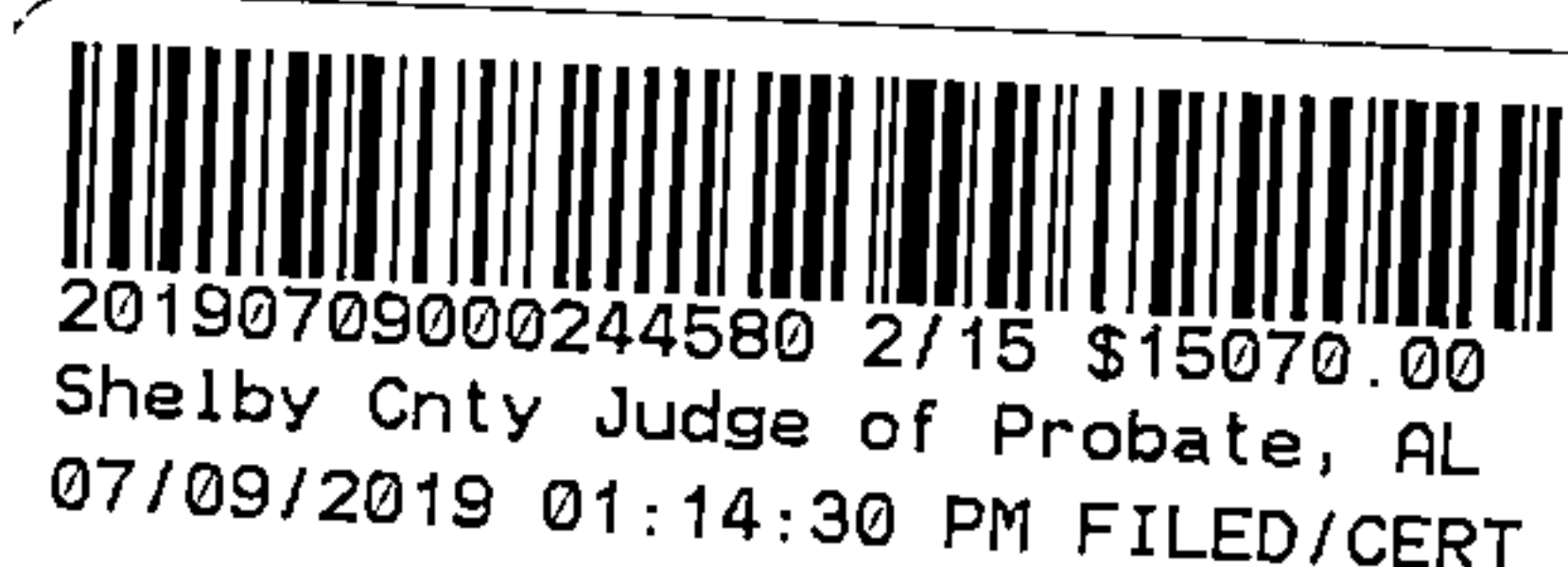
**WHEREAS**, the Mortgage was further amended to increase the maximum principal indebtedness secured thereby by an amount of \$5,000,000.00 such that the total principal indebtedness secured thereby should be \$17,000,000.00 by that Amendment to Master Mortgage filed for record June 27, 2018 as Instrument 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**, by this Amendment the Mortgage is further amended to increase the maximum principal indebtedness secured thereby by an additional amount of \$10,000,000.00 such that the total principal indebtedness secured thereby should be \$27,000,000.00.

**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 February 28, 2017, amended and renewed further by that Master Revolving Line of Credit Promissory Note dated May 25, 2018, and further amended and renewed by that Master Revolving Line of Credit Promissory Note dated May 24, 2019, increasing the maximum principal amount available thereunder to the amount of \$40,000,000 ("**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, 2019 ("**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 \$27,000,000.00 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 \$15,000.00 (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 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 Ten Million and 00/100 Dollars to an amount of Forty Million and 00/100 (\$40,000,000.00) (ii) adding additional properties, and (iii) adding FLEMMING PARTNERS, LLC, an Alabama limited liability company ("FP"), MCDANIEL FARMS PARTNERS, LLC, a Tennessee limited liability company ("MFP") and MCDANIEL ESTATES PARTNERS, LLC, a Tennessee limited liability company ("MEP") as additional mortgagors under the terms of the Mortgage, which are affiliated entities of Mortgagor (FP, MFP and MEP jointly, severally and collectively referred to as "**Additional Mortgagor**"), 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. **Mortgagor**. Henceforth the term Mortgagor shall specifically include not only NSH CORP., an Alabama corporation; SB HOLDING CORP., an Alabama corporation; SB DEV. CORP., an Alabama corporation; NSH NASHVILLE, LLC, a Tennessee limited liability company; BRENLEY CROSSING PARTNERS, LLC, a Tennessee limited liability company; JACKSON HILLS PARTNERS, LLC, a Tennessee limited liability company; BLACKRIDGE PARTNERS, LLC, an Alabama limited liability company; BROCK POINT PARTNERS, LLC, an Alabama limited liability company; LAKE WILBORN PARTNERS, LLC, an Alabama limited liability company, BUT ALSO FLEMMING PARTNERS, LLC, an Alabama limited liability company, MCDANIEL FARMS PARTNERS, LLC, a Tennessee limited liability company and MCDANIEL ESTATES PARTNERS, LLC, a Tennessee limited liability company, and Mortgagor, as hereby amended, does hereby grant, bargain, sell, alien, convey and grant security interest unto Lender, its successors or assigns, the Mortgaged Property.

2. **Modification of Principal Amount Secured**. Henceforth the Mortgage shall specifically secure not only the existing indebtedness of Seventeen Million and 00/100 Dollars (\$17,000,000.00) evidenced by that Note, as modified, amended and renewed, but also an additional advance or loan of Ten Million and 00/100 Dollars (\$10,000,000.00) 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 Twenty-Seven Million and 00/100 Dollars (\$27,000,000.00), including not only the existing indebtedness of Seventeen Million and 00/100 Dollars (\$17,000,000.00), but also the Ten Million and 00/100 Dollars



(\$10,000,000.00) 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.

3. **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.

4. 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.

5. **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.

6. **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.]

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals effective this 24th day of May, 2019.

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

BY:   
Name: Daryl Spears  
Title: Chief Financial Officer

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

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

**NSH CORP.**, an Alabama corporation


BY:   
Name: 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: Daryl Spears  
Title: Chief Financial Officer of SB Holding Corp.

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

  
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Shelby Cnty Judge of Probate, AL  
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[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: 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: 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: 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: Daryl Spears  
Title: Chief Financial Officer of SB Holding Corp.

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

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

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

[SIGNATURES CONTINUED ON FOLLOWING PAGE]



[AMENDMENT TO MASTER MORTGAGE – SIGNATURE PAGE CONTINUED]

**MCDANIEL FARMS PARTNERS, LLC**, a Tennessee limited liability company

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

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

**MCDANIEL ESTATES PARTNERS, LLC**, a Tennessee limited liability company

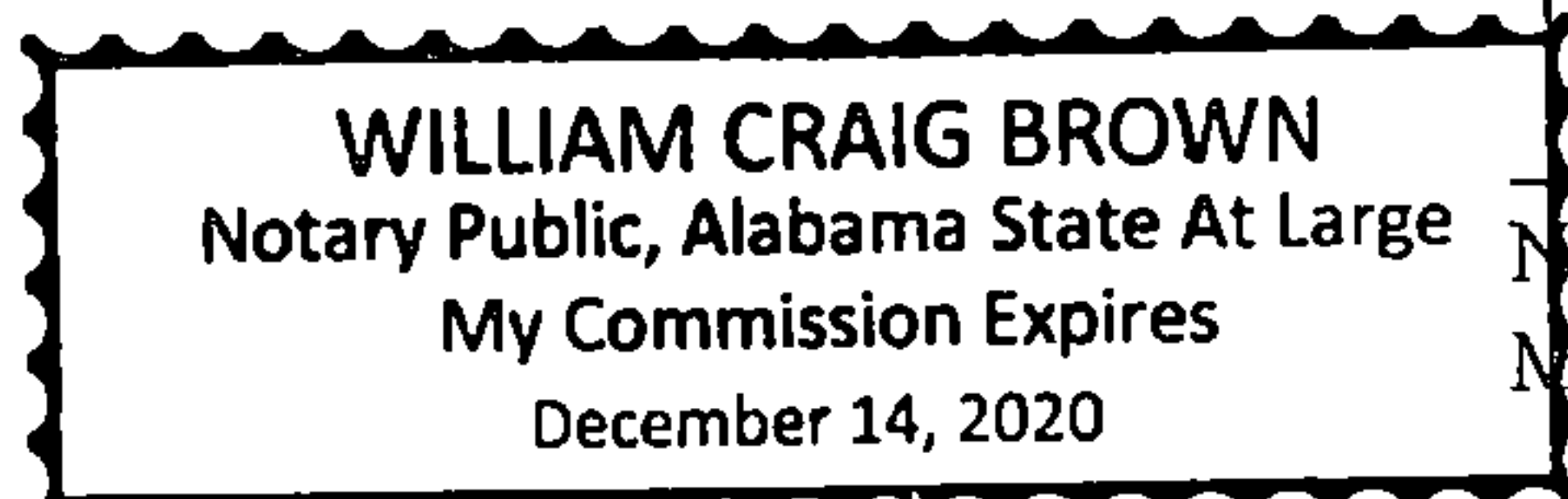
BY: SB HOLDING CORP., an Alabama corporation  
(Managing Member of MCDANIEL ESTATES PARTNERS, LLC)

BY: [Signature]  
Name: 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 **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 24 day of May, 2019.



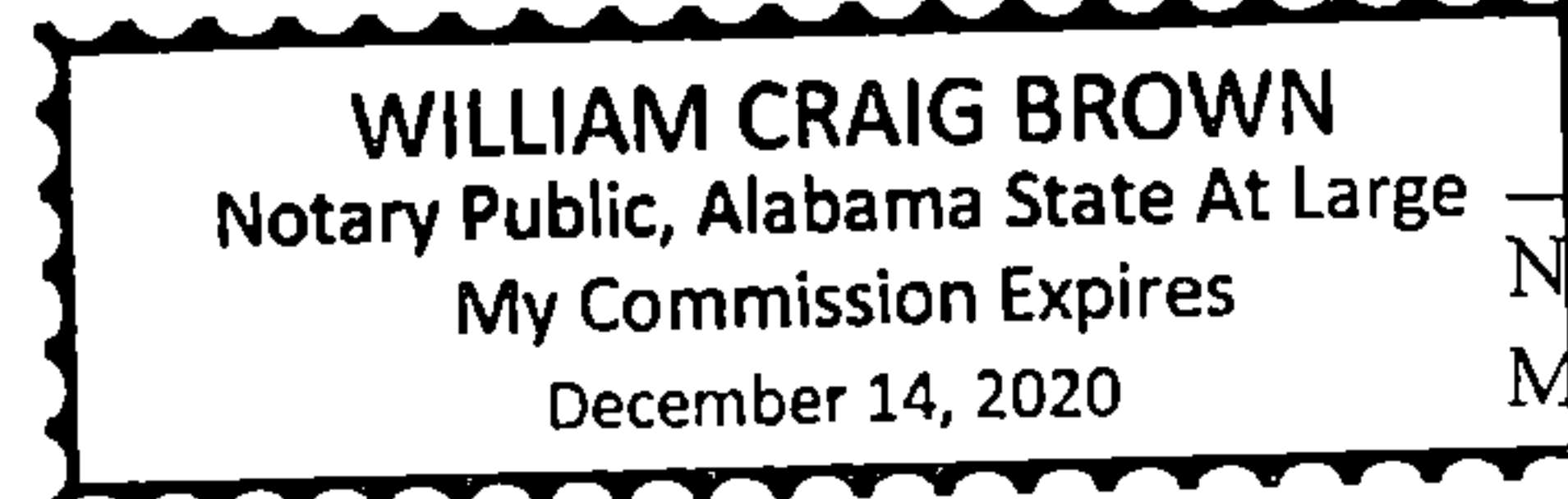
NOTARY PUBLIC

My Commission Expires: 12/14/2020

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **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 24 day of May, 2019.



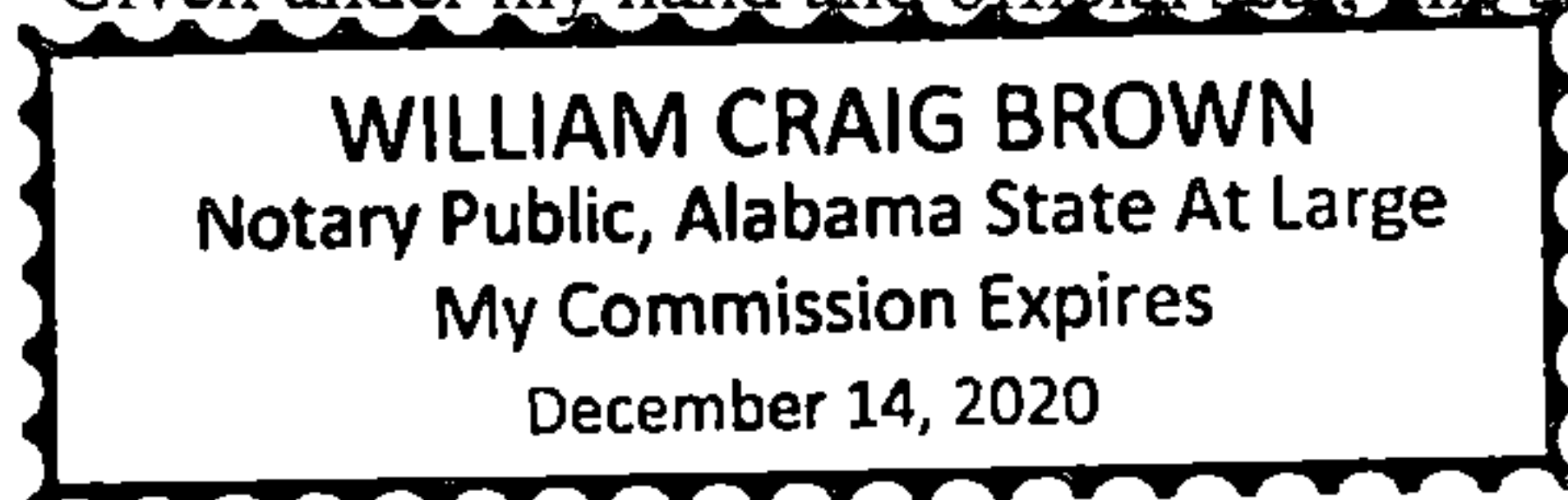
NOTARY PUBLIC

My Commission Expires: 12/14/2020

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **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 24 day of May, 2019.



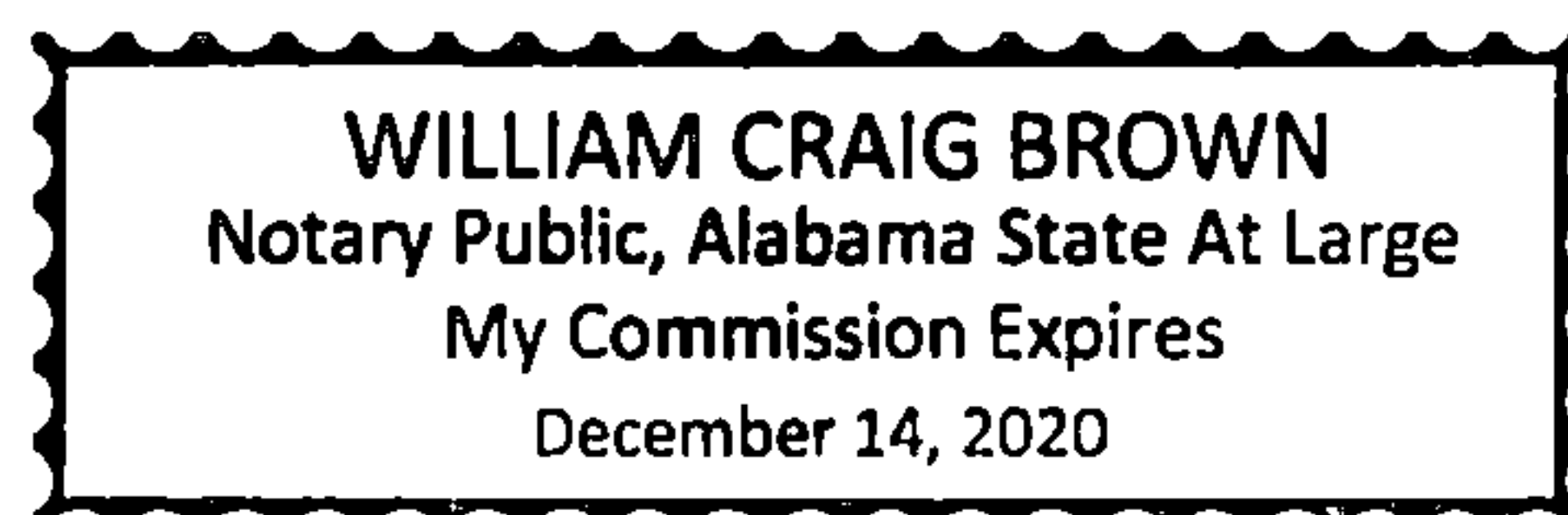
  
NOTARY PUBLIC

My Commission Expires: 12/14/2020

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **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 24 day of May, 2019.



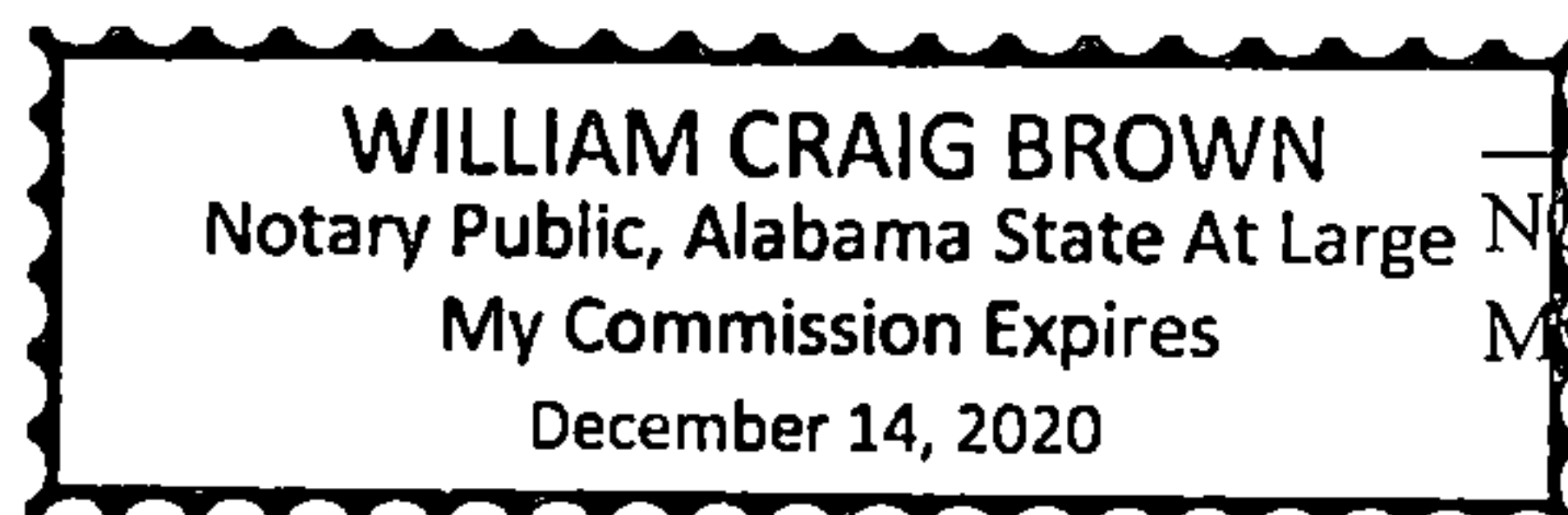
  
NOTARY PUBLIC

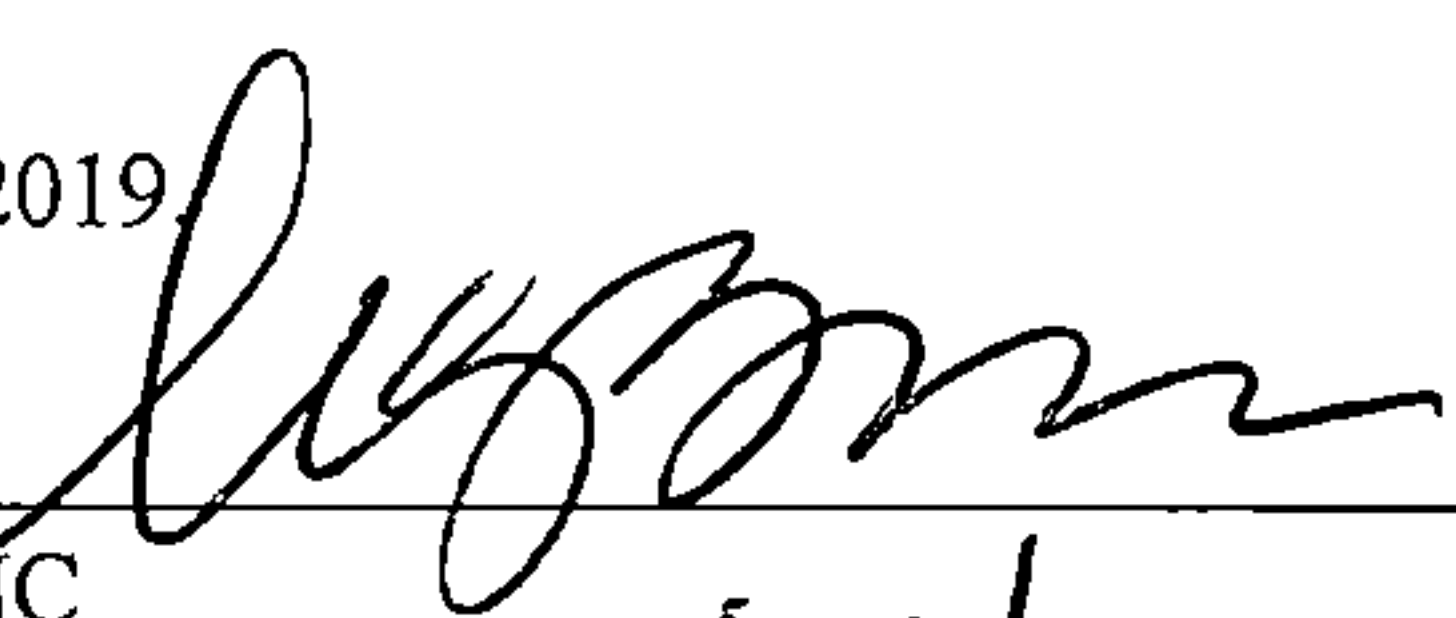
My Commission Expires: 12/14/2020

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **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 24 day of May, 2019.



  
NOTARY PUBLIC

My Commission Expires: 12/14/2020



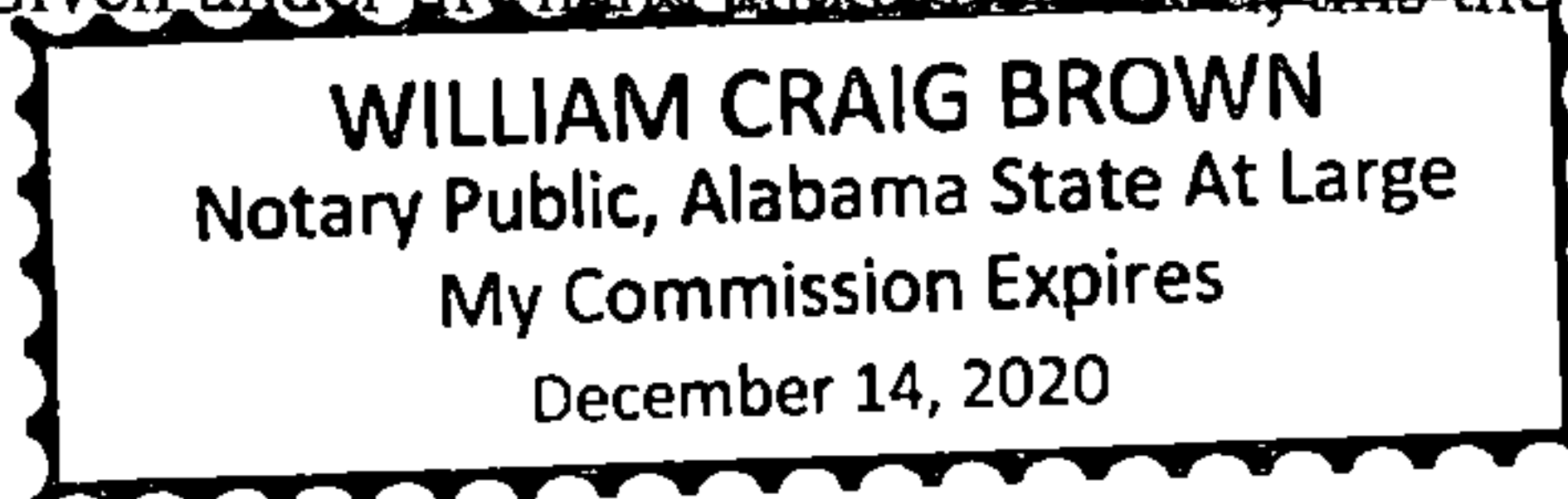
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Shelby Cnty Judge of Probate, AL  
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STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **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 24 day of May, 2019.



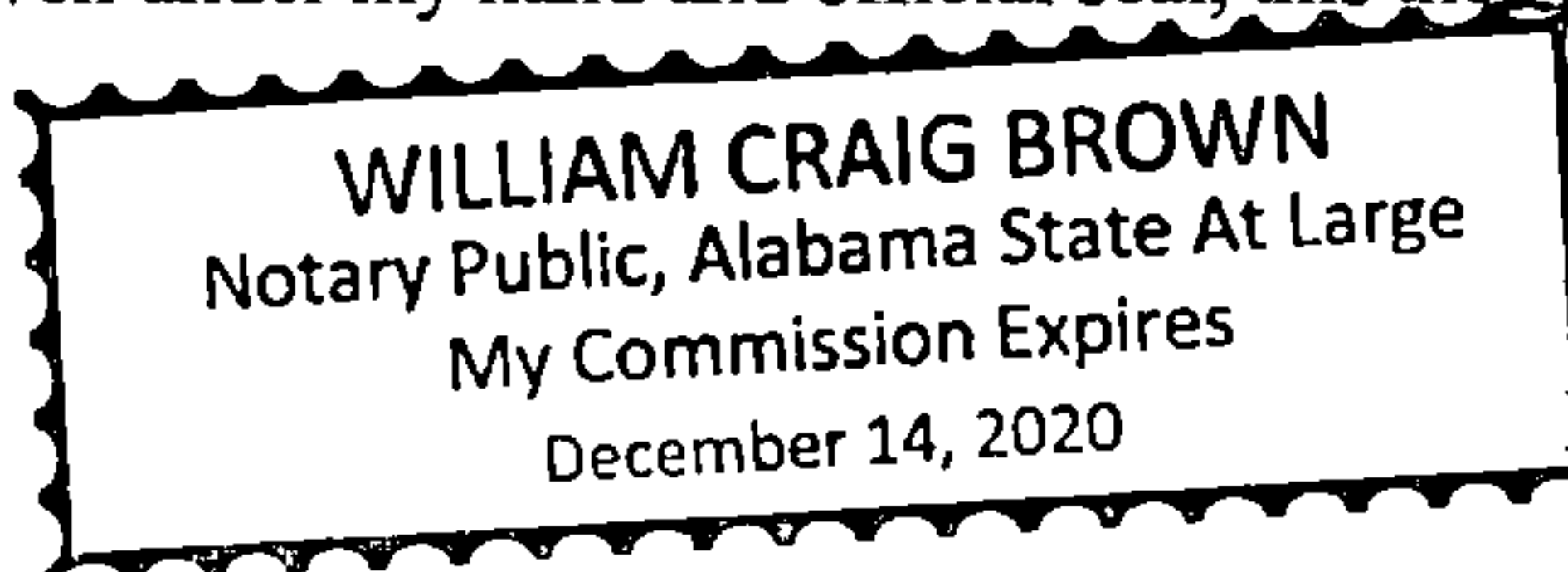
NOTARY PUBLIC

My Commission Expires: 12/14/2020

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **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 24 day of May, 2019.



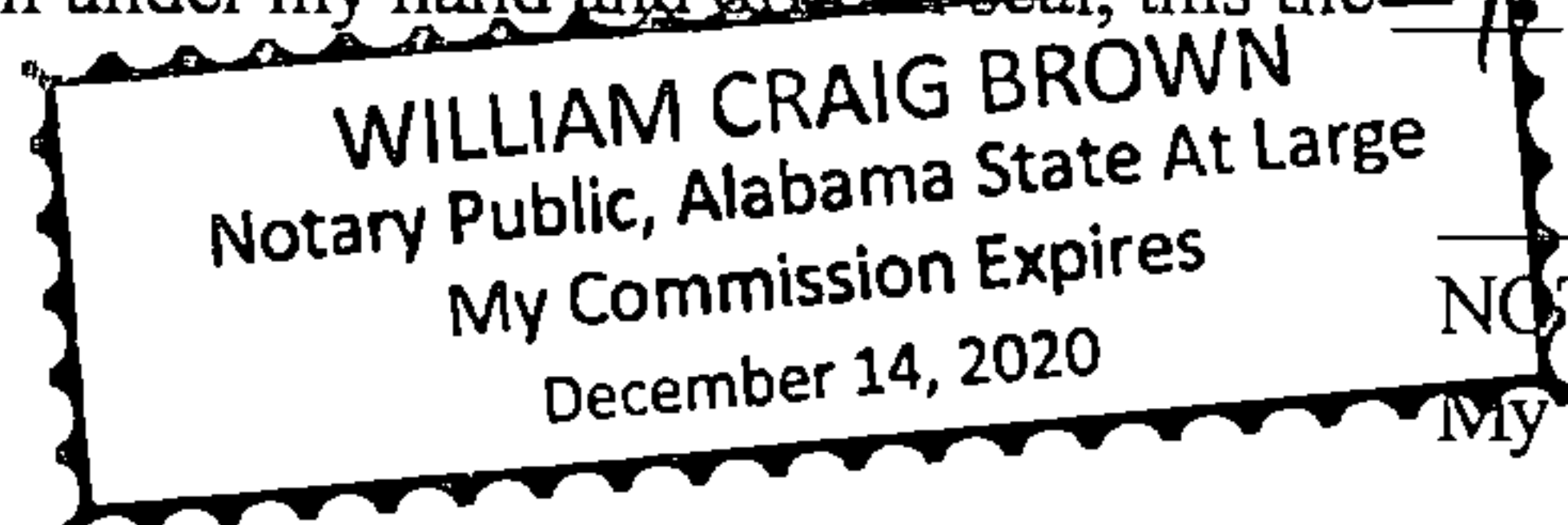
NOTARY PUBLIC

My Commission Expires: 12/14/2020

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **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 24 day of May, 2019.



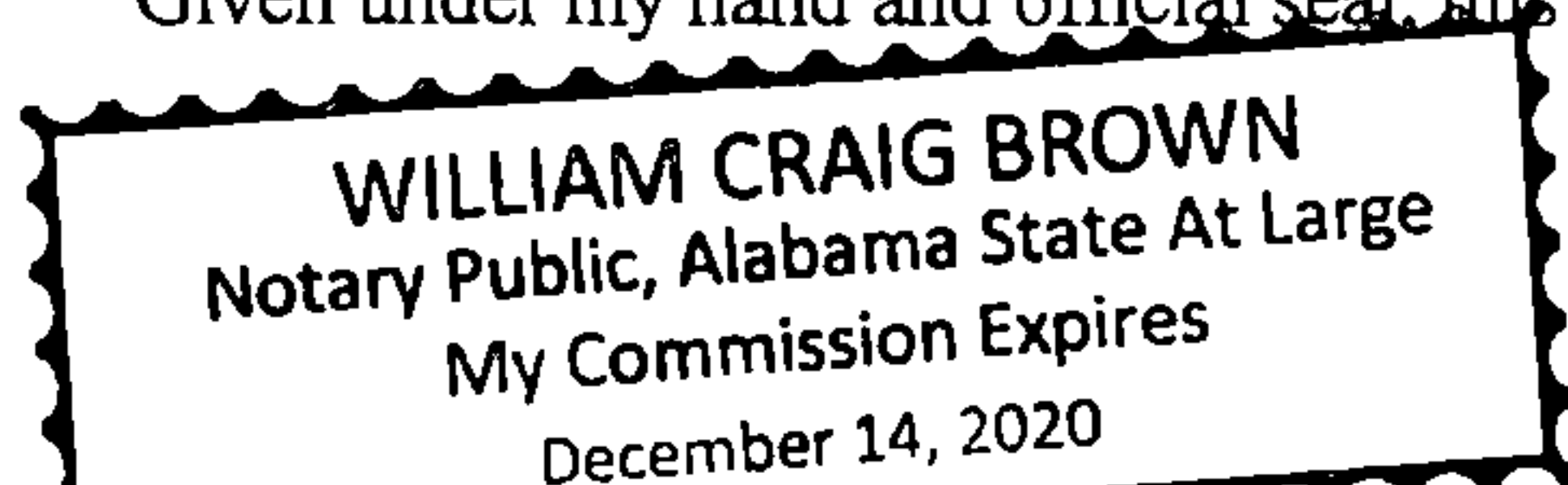
NOTARY PUBLIC

My Commission Expires: 12/14/2020

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **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 24 day of May, 2019.



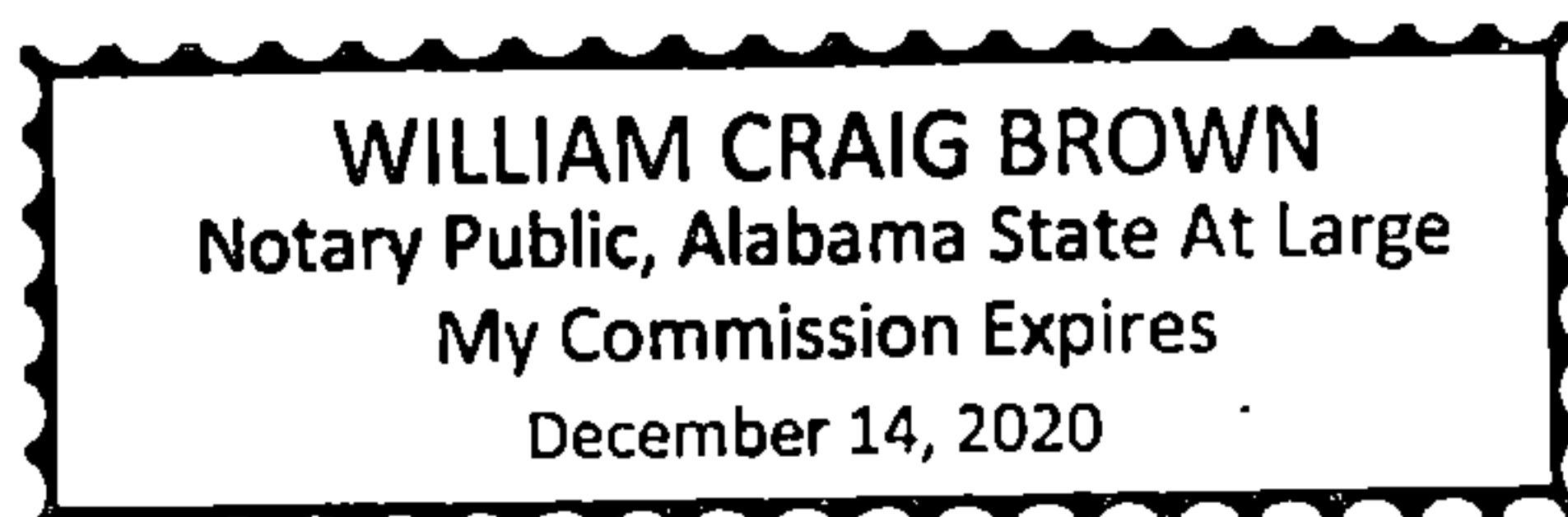
STATE OF ALABAMA  
COUNTY OF JEFFERSON

NOTARY PUBLIC

My Commission Expires: 12/14/2020

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Daryl Spears**, whose name as Chief Financial Officer of SB Holding Corp., an Alabama corporation, who is the Managing Member of **FLEMMING 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 24 day of May, 2019.



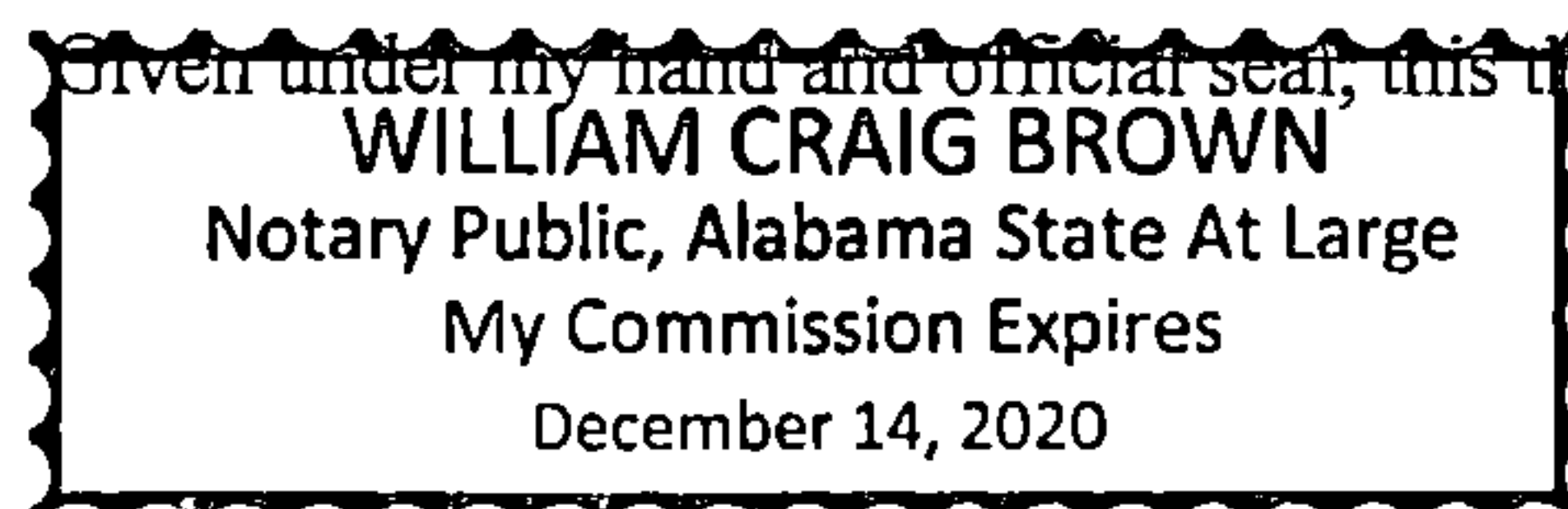
STATE OF ALABAMA  
COUNTY OF JEFFERSON

NOTARY PUBLIC

My Commission Expires: 12/14/2020

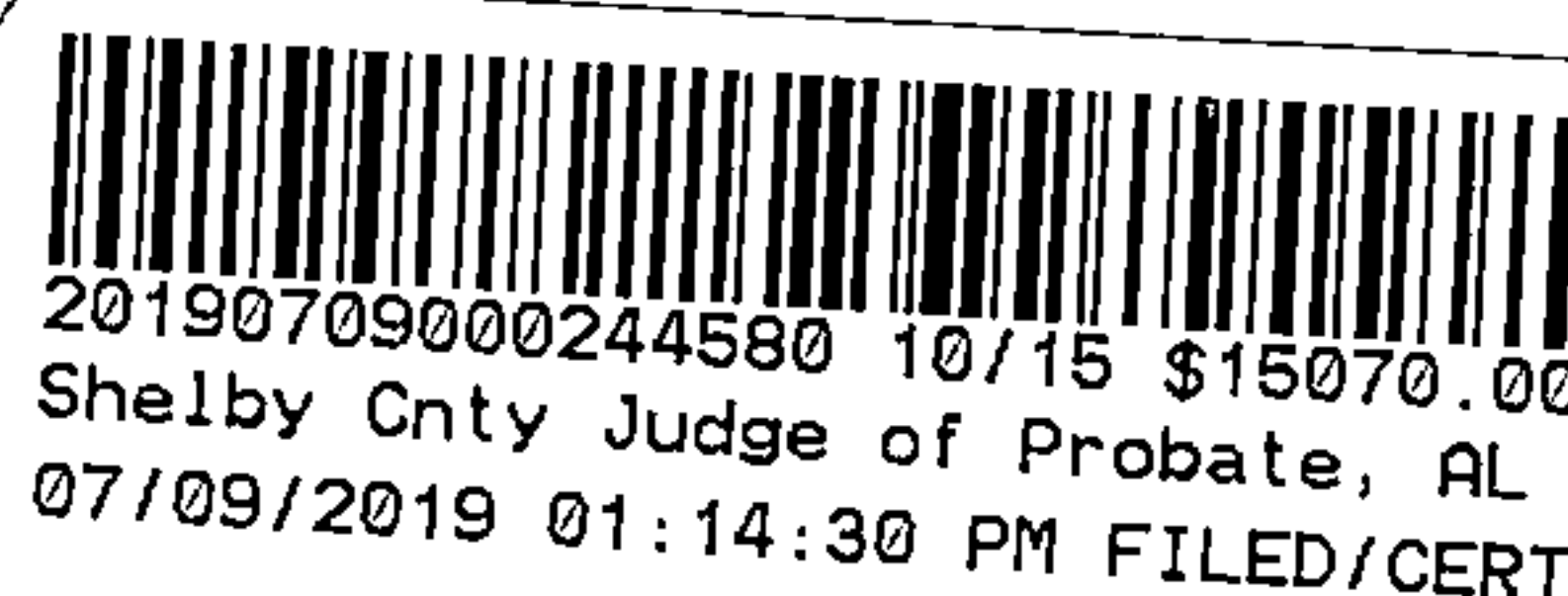
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Daryl Spears**, whose name as Chief Financial Officer of SB Holding Corp., an Alabama corporation, who is the Managing Member of **MCDANIEL FARMS PARTNERS, LLC**, a Tennessee limited liability company, is 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 24 day of May, 2019.



NOTARY PUBLIC

My Commission Expires: 12/14/2020

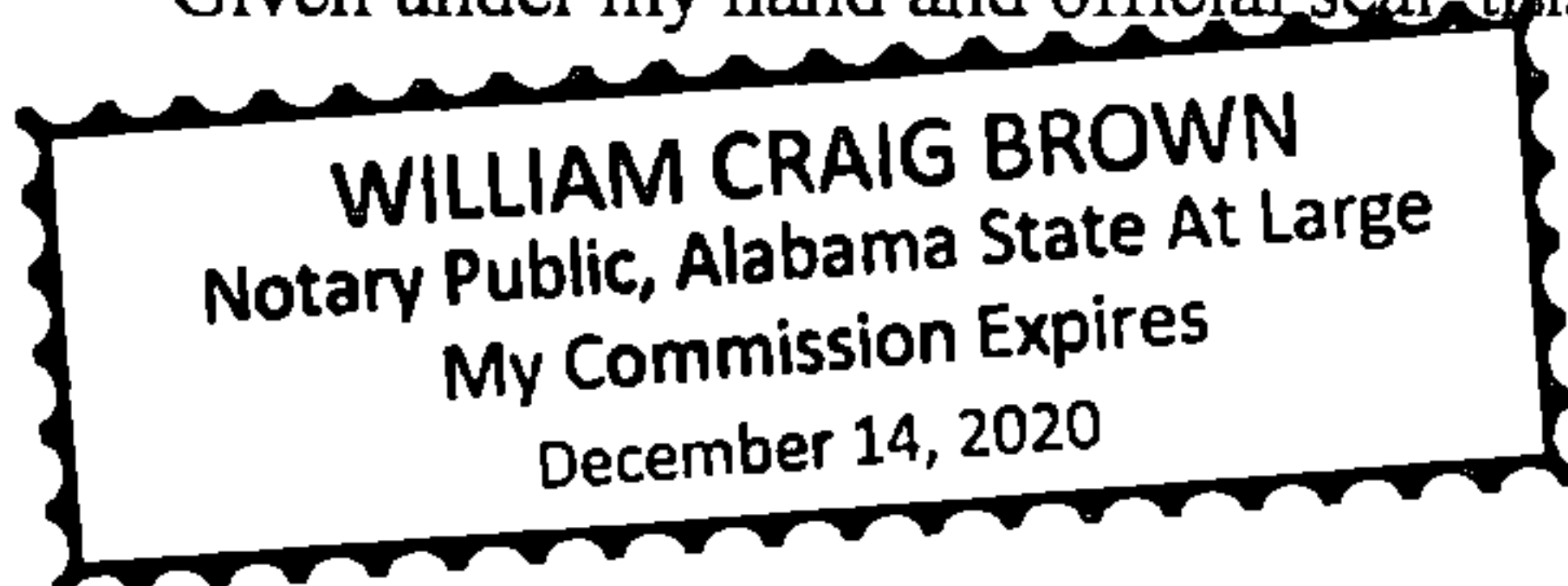




STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Daryl Spears**, whose name as Chief Financial Officer of SB Holding Corp., an Alabama corporation, who is the Managing Member of **MCDANIEL ESTATES 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.

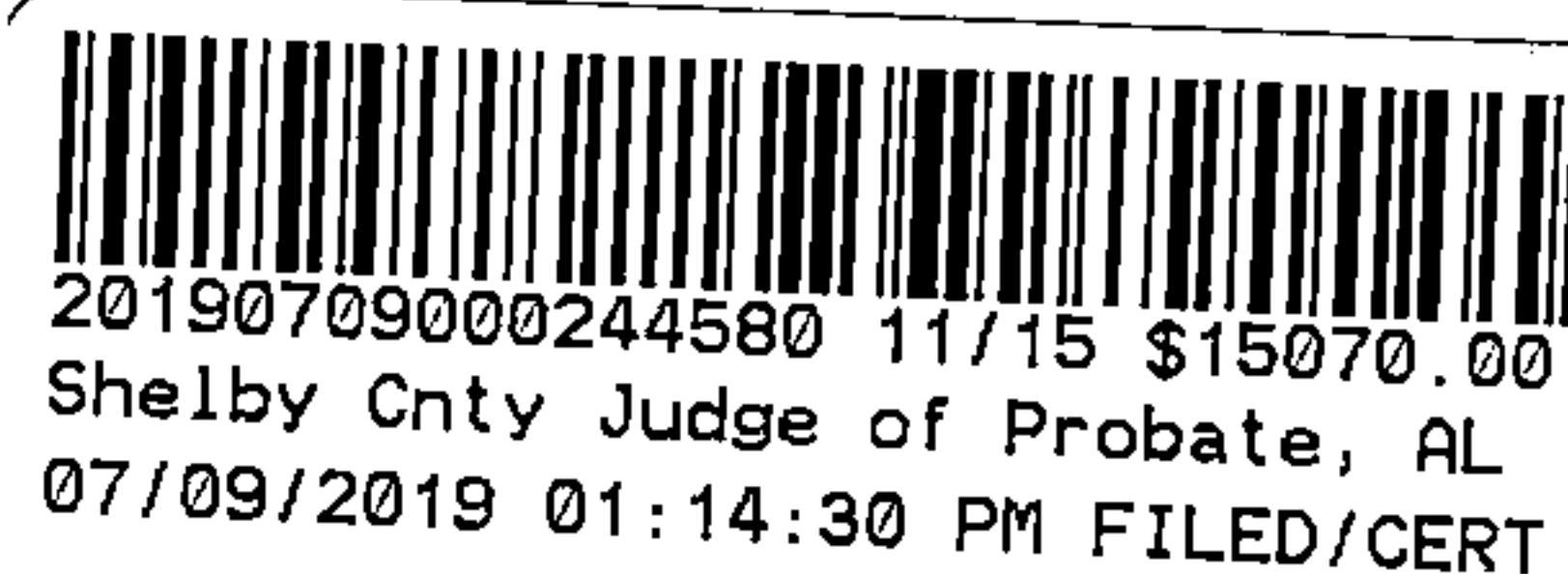
Given under my hand and official seal, this the 24 day of May, 2019.



  
NOTARY PUBLIC

My Commission Expires: 12/14/2020

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



[LENDER'S SIGNATURE PAGE TO  
AMENDMENT TO MASTER MORTGAGE]

LENDER:

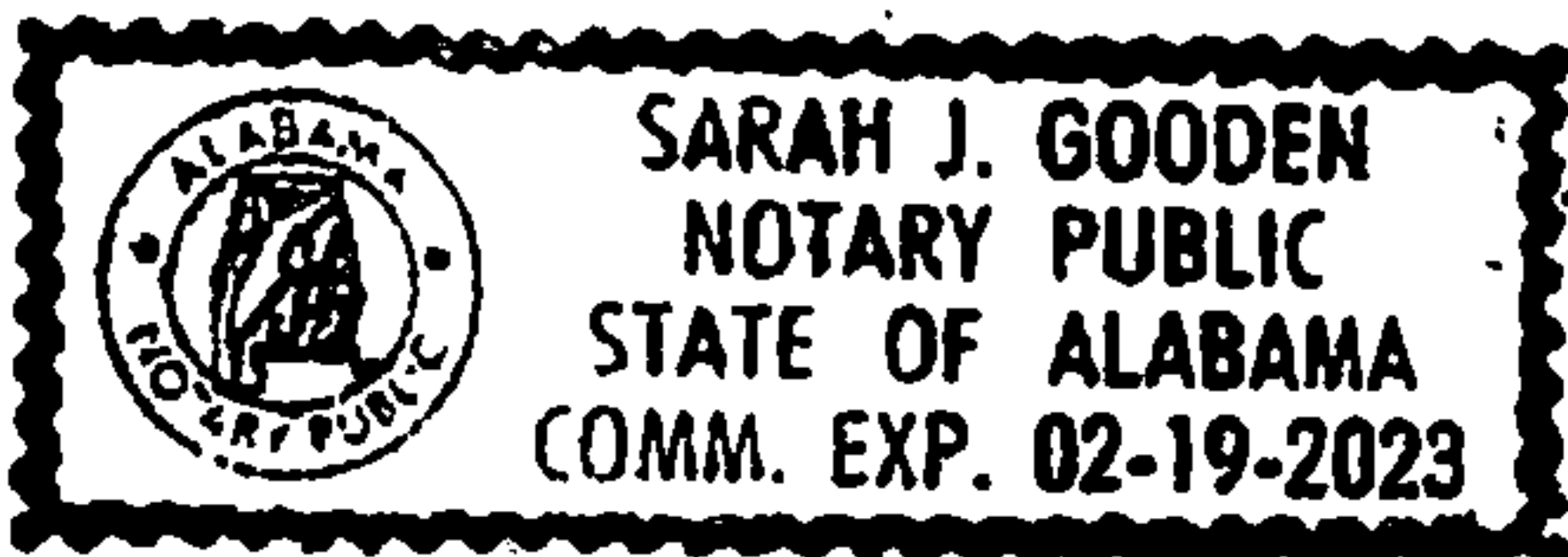
REGIONS BANK

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 J. 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 24<sup>th</sup> day of May, 2019.




Sarah J. Gooden  
NOTARY PUBLIC  
My Commission Expires: 02-19-2013

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]

  
20190709000244580 12/15 \$15070.00  
Shelby Cnty Judge of Probate, AL  
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**EXHIBIT A-1**  
(Additional Properties)

Lots 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2176, 2179, 2114, 2124, 2157, 2164, 2167, 2113, 2156, 2177, 2178, 2112, 2122, 2159, 2166, 2115, 2116, 2119, 2123, 2161, 2160, 2165, 2111, 2120, 2121, 2158 and 2175, according to the Survey of Flemming Farms Phase 2, as recorded in Map Book 50, Page 18 A&B, in the Probate Office of Shelby County, Alabama.

[SUBJECT TO PERMITTED EXCEPTIONS ON **EXHIBIT "B"**  
ATTACHED HERETO AND MADE A PART HEREOF.]



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## EXHIBIT "B"


### (PERMITTED EXCEPTIONS)

#### SUBJECT TO:

1. Taxes and assessments for the year 2019 and subsequent years, which are not yet due and payable.
2. Easement Agreement between United States Steel Corporation and P.R. Wilborn, LLC, recorded in Inst. No. 20160226000058730, in the Office of the Judge of Probate of Shelby County, Alabama.
3. Reservation of Grant of Easements and Restrictive Covenants as contained in that deed from United States Steel Corporation to P.R. Wilborn, LLC as recorded in Inst. No.: 20160226000058740, in the Office of the Judge of Probate of Shelby County, Alabama.
4. Right-of-way granted to Alabama Power Company recorded in Deed Book 143, Page 353.
5. Agreement between R. Wheeler Flemming and Hoover City Board of Education as recorded in Bessemer Real Volume 829, Page 870.
6. Right-of-way to The Water Works and Sewer Board of the City of Birmingham as recorded in Birmingham Inst. No. 200008-6636.
7. Memorandum of Lease Agreement between Hoover City Board of Education and Powertel/Birmingham, Inc. as recorded in Birmingham Inst. No. 200115-1649.
8. Right of way to Colonial Pipeline as recorded in Shelby Deed Book 333, Page 275 and Real Volume 443, Page 139.
9. Right of way granted to Plantation Pipe Line Company as recorded in Shelby Deed 275, Page 375; Birmingham Real Volume 724, Page 394; Real Volume 724, Page 366, referred to in Map Book 11, Page 55 and Birmingham Real Volume 856, page 776.
10. Right-of-way granted to American Telephone & Telegraph Company as recorded in Shelby Real 315, Page 291.
11. Restrictions, conditions and limitations as contained in that deed from USX Corporation to Hoover City Board of Education as recorded in Shelby County Inst. No. 1993-8555.
12. Right-of-way granted to Alabama Power Company recorded in Inst. No. 200013-7924.
13. Railroad right of way as set forth in DT page 655 and Deed Book 11, Page 344.
14. Railroad right of way as set forth in Deed Book 311, Pages 295 and 303.
15. Right of way to Alabama Power Company as evidenced by United States Steel document C&A 628 dated 09/10/1914 as amended by Bessemer Real Volume 1015, Page 69.



16. Right of way to Alabama Power Company as evidenced by United States Steel document C&A 2137 dated 08/06/1929 as amended by Bessemer Real Volume 1015, Page 72.
17. Right of way to Alabama Power Company as evidenced by United States Steel document C&A 7185 dated 12/27/1971 as amended by Bessemer Real Volume 1015, Page 75.
18. A 250 foot transmission line right of way to Alabama Power Company as referenced in deed recorded in Inst. No. 2002-4257 and in condemnation proceeding filed in Case No. 27-254 and Case No. 28-57 (Shelby County).
19. Sanitary Sewer Easement in favor of Jefferson County referred to as the Fleming Sewer Extension Easement as recorded in LR200662, Page 25279 (Jefferson County).
20. Reservations and restrictions contained in deed from United States Steel Corporation to SB Dev. Corp., as recorded in Inst. No. 2017059805 (Jefferson County) and Inst. No. 20170613000209300 (Shelby County).
21. Non-exclusive easement for ingress, egress and utilities and reservation of rights contained in Inst. No. 2017059805 (Jefferson County) and Inst. No. 20170613000209300 (Shelby County).
22. Right of way to Alabama Power Company recorded in Inst. No. 2018-34314 and Inst. No. 2018-83390.
23. Restrictions appearing of record in Inst. No. 2017-33399; Inst. No. 2017-45207; Inst. No. 2018-12920; Inst. No. 2018-34399; Inst. No. 2018-34400; Inst. No. 2018-34401; Inst. No. 2018-41799 and Inst. No. 20181129000417990.
24. Matters shown on the final plat of Flemming Farms, Phase 2 (also known as Green Trails Phase 2) recorded in Map Book 50, Page 18 A&B, in the Office of the Judge of Probate of Shelby County, Alabama.
25. Any coal, oil, gas or other mineral or mining right not owned by Mortgagor.



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