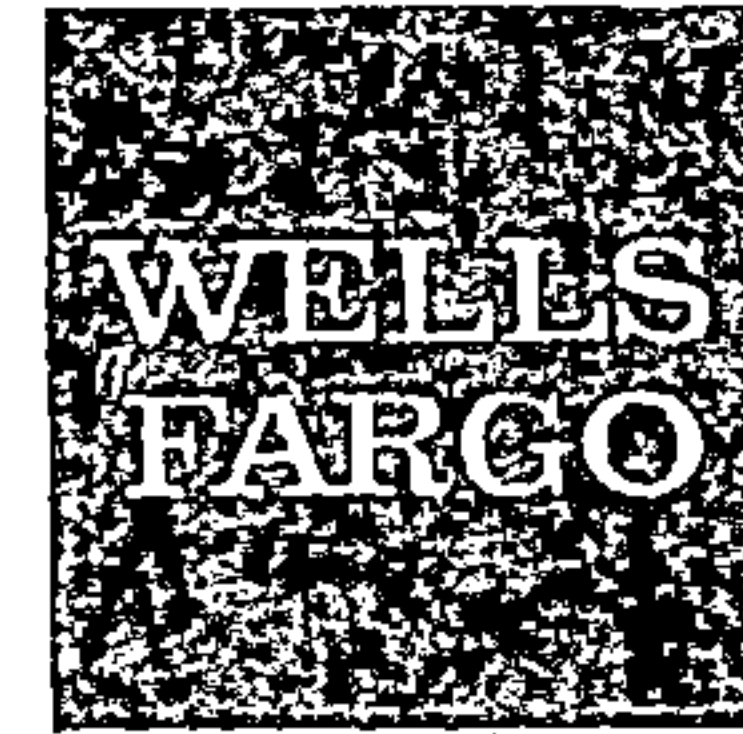


**THIS INSTRUMENT WAS PREPARED BY:**

Donald M. Warren  
Burr & Forman LLP  
420 North 20<sup>th</sup> Street  
Suite 3400  
Birmingham, Alabama 35203  
(205) 251-3000



**NOTE TO RECORDER:** MORTGAGE TAX IN THE AMOUNT OF \$10,500.00 WAS PAID UPON RECORDING OF CONSTRUCTION MORTGAGE WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING DATED JANUARY 18, 2012, RECORDED IN BOOK LR201104, PAGE 17887 IN THE OFFICE OF THE JUDGE OF PROBATE OF JEFFERSON COUNTY, ALABAMA. MORTGAGE TAX IN THE AMOUNT OF \$4,500.00 WAS PAID IN CONJUNCTION WITH THE LOAN INCREASE EVIDENCED BY THE MORTGAGE MODIFICATION AGREEMENT DATED NOVEMBER 16, 2012, RECORDED IN BOOK LR201219, PAGE 9835 IN SAID RECORDING OFFICE. MORTGAGE TAX IN THE AMOUNT OF \$5,250.00 WAS PAID IN CONJUNCTION WITH THE LOAN INCREASE EVIDENCED BY THE SECOND MORTGAGE MODIFICATION AGREEMENT DATED APRIL 26, 2013, RECORDED IN BOOK LR201313, PAGE 13205 IN SAID RECORDING OFFICE. MORTGAGE TAX IN THE AMOUNT OF \$9,750.00 WAS PAID IN CONJUNCTION WITH THE LOAN INCREASE EVIDENCED BY THE THIRD MORTGAGE MODIFICATION AGREEMENT DATED JANUARY 29, 2015, RECORDED IN BOOK LR201510, PAGE 23444 IN SAID RECORDING OFFICE. MORTGAGE TAX IN THE AMOUNT OF \$15,000.00 WAS PAID IN CONJUNCTION WITH THE LOAN INCREASE EVIDENCED BY THE FIFTH MORTGAGE MODIFICATION AGREEMENT DATED DECEMBER 28, 2017, RECORDED JANUARY 2, 2018 AS INSTRUMENT NO. 2018000332 IN SAID RECORDING OFFICE. MORTGAGE TAX IN THE AMOUNT OF \$7,500.00 IN CONJUNCTION WITH THE \$5,000,000 LOAN INCREASE REFERENCED HEREIN IS BEING PAID UPON THE RECORDING OF THE SEVENTH MORTGAGE MODIFICATION AGREEMENT DATED OF EVEN DATE HERewith IN JEFFERSON COUNTY, ALABAMA. THE MATURITY DATE OF THE INDEBTEDNESS SECURED BY THIS MORTGAGE IS NOT BEING EXTENDED IN CONJUNCTION WITH THE LOAN MODIFICATIONS REFERENCED HEREIN.

STATE OF ALABAMA )

SHELBY COUNTY )

**MORTGAGE MODIFICATION AGREEMENT**

THIS MORTGAGE MODIFICATION AGREEMENT ("Agreement") made as of July 29, 2019, is entered into by and among WELLS FARGO BANK, NATIONAL ASSOCIATION ("Lender"), LAKE WILBORN PARTNERS, LLC, an Alabama limited liability company ("Lake Wilborn") and BLACKRIDGE PARTNERS, LLC, an Alabama limited liability company ("Blackridge Partners", together with Lake Wilborn, individually or collectively, the "Mortgagor").

**RECITALS**

- A. Mortgagor together with NSH CORP., an Alabama corporation ("NSH"), SB DEV. CORP., an Alabama corporation ("SBDC"), STOCKTON PARTNERS, LLC, an Alabama limited liability company ("Stockton"), NSH NASHVILLE, LLC, a Tennessee limited liability company ("NSH Nashville"), BRENLEY CROSSING PARTNERS LLC, a Tennessee limited liability company ("Brenley Crossing"), JACKSON HILLS PARTNERS LLC, a Tennessee limited liability company ("Jackson Hills"), MCDANIEL FARMS PARTNERS, LLC, a Tennessee limited liability company ("McDaniel Farms") and MCDANIEL ESTATES PARTNERS, LLC, a Tennessee limited liability company ("McDaniel Estates", together with Mortgagor, NSH, SBDC, Stockton, NSH Nashville, Brenley Crossing, Jackson Hills and McDaniel Farms, individually or collectively, the "Borrower") is justly indebted to Lender for a revolving

line of credit loan in the principal amount of up to \$35,000,000 (the "Loan"), which Loan is evidenced and secured by, *inter alia*, (i) that certain Fourth Amended and Restated Credit Facility Agreement dated on or about the date hereof (as modified, amended or restated, the "Credit Agreement"); (ii) that certain Sixth Amended and Restated Promissory Note Secured by Mortgage dated on or about the date hereof executed by Borrower in favor of Lender (as modified, amended or restated, the "Note"), and (iii) that certain Mortgage and Security Agreement dated May 9, 2018 from Mortgagor in favor of Lender, recorded as Instrument No. 20180509000159420 in the Office of the Judge of Probate of Shelby County, Alabama (together with all amendments and modifications thereto, the "Mortgage"). The Mortgage encumbers the real property described therein (the "Property").

- B. Borrower has requested certain modifications to the terms and conditions of the Loan as evidenced in the Credit Agreement and Note (collectively, the "Loan Modifications"), and in conjunction with such Loan Modifications, Lender requires that the Mortgage be modified and amended as hereafter set forth.
- C. The Note, Mortgage, Credit Agreement, this Agreement, the other documents described in the Credit Agreement as "Loan Documents", together with the Indemnity (as defined in the Credit Agreement), together with all other documents evidencing or securing the Loan, and all modifications and amendments thereto and any document required thereunder or hereunder, are collectively referred to herein as the "Credit Facility Documents".
- D. Each Borrower is affiliated and will receive direct and indirect benefits from the Loan Modifications, and Mortgagor agrees and acknowledges that there is good and sufficient consideration for it to execute this Agreement as an inducement to Lender to enter into the Loan Modifications, and therefore, Mortgagor has agreed to execute this Agreement on the terms and conditions hereafter provided.

NOW, THEREFORE, Mortgagor and Lender agree as follows:

- 1. **REPRESENTATIONS AND WARRANTIES.** Mortgagor hereby represents and warrants that no Default, breach or failure of condition has occurred, or would exist with notice or the lapse of time or both, under the Mortgage (as modified by this Agreement) and that all representations and warranties herein and in the Mortgage are true and correct, which representations and warranties shall survive execution of this Agreement.
- 2. **MODIFICATION OF MORTGAGES AND OTHER CREDIT FACILITY DOCUMENTS.** The Mortgage is hereby modified as follows:
  - 2.1 The definition of Note set forth in Section 1.1 of the Mortgage is hereby deleted in its entirety and the following inserted in lieu thereof:

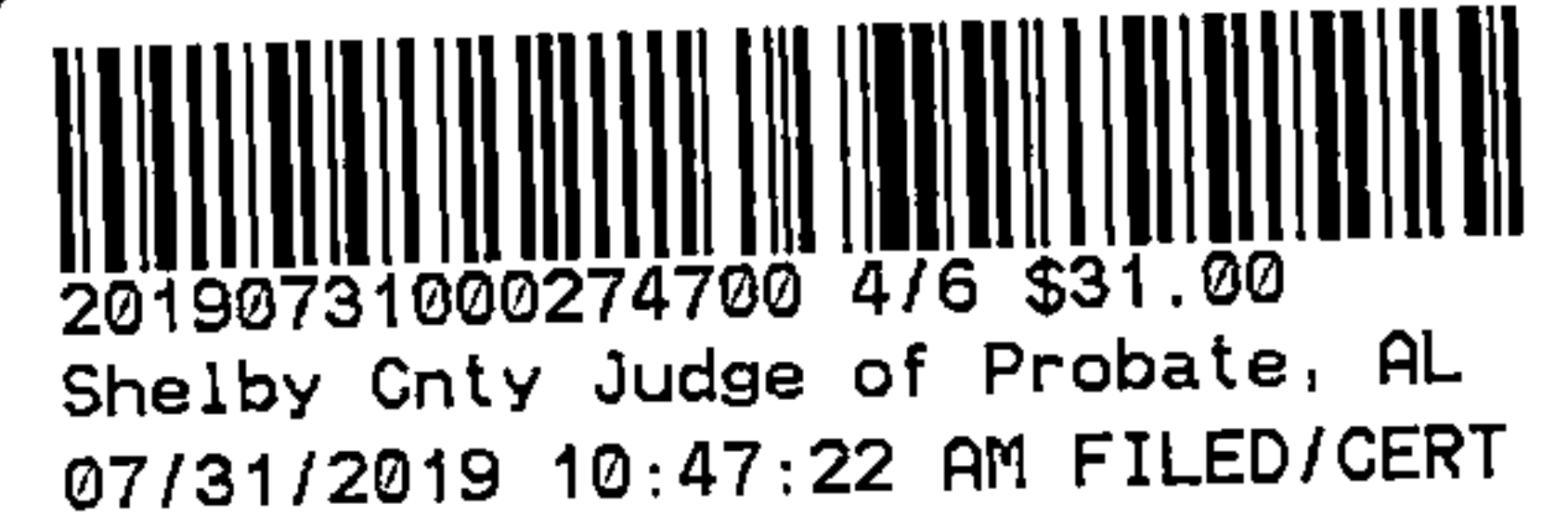
*"Note" – That certain Sixth Amended and Restated Promissory Note Secured by Mortgage from Borrower in favor of Lender in the stated principal amount of up to \$35,000,000, together with such other replacement notes as may be issued from time to time pursuant to the Credit Agreement, as hereafter amended, supplemented, replaced or modified.*
  - 2.2 All references in the Mortgage to the "Borrower" or "Borrower(s)" are hereby modified to mean the Borrower as defined in the above Recitals.
  - 2.3 All references in the Mortgage to the "Note" and "Credit Agreement" are modified to refer to the Note and Credit Agreement as defined in the above Recitals.
  - 2.4 All references to the "Property" and "Collateral" in the Mortgage shall refer those portions of the Property and Collateral in which an applicable Mortgagor has an interest, and all covenants and representations and warranties made by each Mortgagor in the Mortgage with respect to the Property or Collateral shall be deemed to be representations, warranties and covenants with respect to those portions of the Property or Collateral in which each applicable Mortgagor has an interest.



3. **FORMATION AND ORGANIZATIONAL DOCUMENTS.** Mortgagor has previously delivered to Lender all of the relevant formation and organizational documents of Mortgagor, of the partners, members or joint venturers of Mortgagor (if any), and all such formation documents remain in full force and effect and have not been amended or modified since they were delivered to Lender. Mortgagor hereby certifies that: (i) the above documents are all of the relevant formation and organizational documents of Mortgagor; (ii) they remain in full force and effect; and (iii) they have not been amended or modified since they were previously delivered to Lender.
4. **NON-IMPAIRMENT.** Except as expressly provided herein, nothing in this Agreement shall alter or affect any provision, condition, or covenant contained in the Mortgage or affect or impair any rights, powers, or remedies of Lender, it being the intent of the parties hereto that the provisions of the Mortgage shall continue in full force and effect except as expressly modified hereby.
5. **MISCELLANEOUS.** This Agreement and the other Credit Facility Documents shall be governed by and interpreted in accordance with the laws of the State of Alabama, except if preempted by federal law. In any action brought or arising out of this Agreement or the Mortgage or other Credit Facility Documents, Mortgagor, and the general partners, members and joint venturers of Mortgagor, hereby consent to the jurisdiction of any federal or state court having proper venue within the State of Alabama and also consent to the service of process by any means authorized by Alabama or federal law. The headings used in this Agreement are for convenience only and shall be disregarded in interpreting the substantive provisions of this Agreement. All capitalized terms used herein, which are not defined herein, shall have the meanings given to them in the other Credit Facility Documents. Time is of the essence of each term of the Credit Facility Documents, including this Agreement. If any provision of this Agreement or any of the other Credit Facility Documents shall be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from this Agreement and the remaining parts shall remain in full force as though the invalid, illegal, or unenforceable portion had never been a part thereof.
6. **INTEGRATION; INTERPRETATION.** The Credit Facility Documents, including this Agreement, contain or expressly incorporate by reference the entire agreement of the parties with respect to the matters contemplated therein and supersede all prior negotiations or agreements, written or oral. The Credit Facility Documents shall not be modified except by written instrument executed by all parties thereto. Any reference to the Credit Facility Documents includes any amendments, renewals or extensions thereof now or hereafter approved by Lender in writing.
7. **EXECUTION IN COUNTERPARTS.** To facilitate execution, this document may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single document. It shall not be necessary in making proof of this document to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

*[Remainder of page left intentionally blank]*

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IN WITNESS WHEREOF, Mortgagor and Lender have caused this Agreement to be duly executed as of the date first above written.

"MORTGAGOR"

BLACKRIDGE PARTNERS, LLC,  
an Alabama limited liability company


BY:   
J. Daryl Spears  
Its Chief Financial Officer

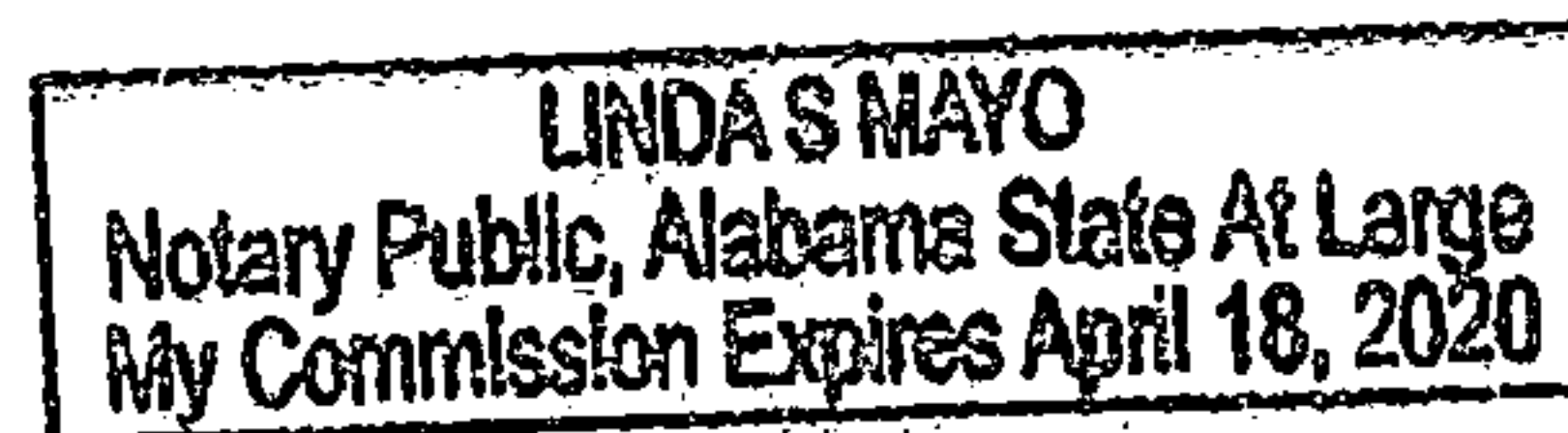
STATE OF ALABAMA            )  
  )  
COUNTY OF JEFFERSON        )

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 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 the instrument, s/he, as such officer 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 29<sup>th</sup> day of July, 2019.

[NOTARY SEAL]

  
Notary Public  
Print Name: Linda S Mayo  
My commission expires: 04-18-2020



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LAKE WILBORN PARTNERS, LLC,  
an Alabama limited liability company

BY:

J. Daryl Spears  
J. Daryl Spears  
Its Chief Financial Officer

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 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 the instrument, s/he, as such officer 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 29<sup>th</sup> day of July, 2019,

[NOTARY SEAL]

Linda S Mayo  
Notary Public  
Print Name: Linda S Mayo  
My commission expires: 04-18-2020

LINDA S MAYO  
Notary Public, Alabama State At Large  
My Commission Expires April 18, 2020



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Shelby Cnty Judge of Probate, AL  
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"LENDER"

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
a national banking association

By: Susan S. Beaugrand  
Susan S. Beaugrand  
Its Senior Vice President

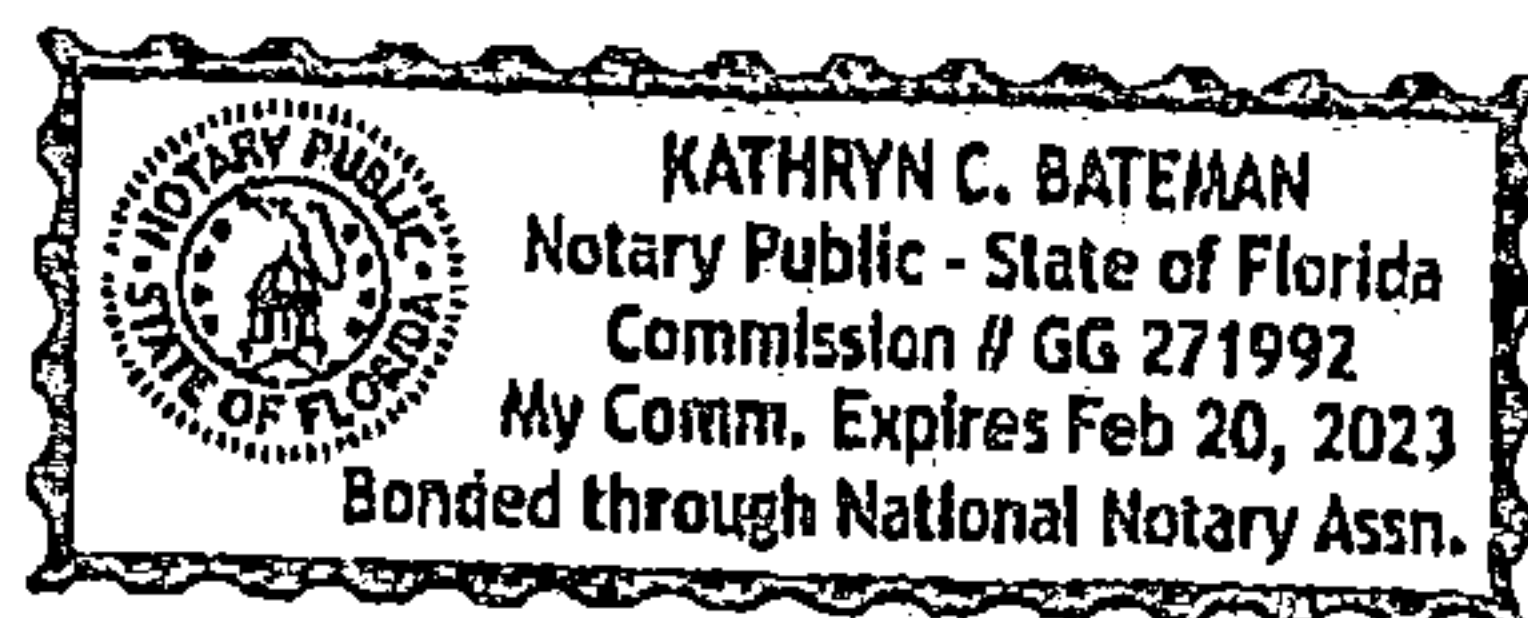
STATE OF FLORIDA )

COUNTY OF DUVAL )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Susan S. Beaugrand whose name as Senior Vice President of Wells Fargo Bank, National Association, 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 the instrument, she, as such Senior Vice President 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 27<sup>th</sup> day of July, 2019.

[NOTARY SEAL]



Kath C. Bateman  
Notary Public  
Print Name: Kathryn C. Bateman  
My commission expires: 2/20/2023



Filed and Recorded  
Official Public Records

Shelby County, Alabama

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Shelby Cnty Judge of Probate, AL  
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Allen S. Bayl