STATE OF ALABAMA	)
SHELBY COUNTY	)
MADISON COUNTY	)
JEFFERSON COUNTY	j

### 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, LAKE WILBORN PARTNERS, LLC, an Alabama limited liability company, whose address is 3545 Market Street, Birmingham, Alabama 35226; FLEMMING PARTNERS, LLC, an Alabama limited liability company, whose address is 3545 Market Street, Birmingham, Alabama 35226, MCDANIEL FARMS PARTNERS, LLC, a Tennessee limited liability company, whose address is 3545 Market Street, Birmingham, Alabama 35226, and MCDANIEL ESTATES PARTNERS, LLC, a Tennessee 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")

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.

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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, the Mortgage was 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 by that Amendment to Master Mortgage filed for record July 9, 2019 as Instrument No. 20190709000244580, Office of the Judge of Probate of Shelby County, Alabama, and July 26, 2019 as Instrument 201900047359, Office of the Judge of Probate of Madison County, Alabama, and August 1, 2019 as Instrument No. 2019078188, Office of the Judge of Probate of Jefferson County, Alabama (hereinafter the "2019 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 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 \$40,000,000.00 ("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 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, upon the recordation of the 2019 Amendment 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, and to the Office of the

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Judge of Probate of Jefferson 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 4th day of November, 2019.

BY:	A STATE OF THE STA
Name:	Daryl Spears
Title:	Chief Financial Officer
SB HO	LDING CORP., an Alabama corporation
BY:	
Name:	Daryl Spears
Title:	Chief Financial Officer
NSH N	ASHVILLE, LLC, a Tennessee limited liability company
BY:	NSH Corp., an Alabama corporation
	(Sole Member of NSH Nashville, LLC)
BY:	
Name:	Daryl Spears
ranic.	Ladiji opudio
	Chief Financial Officer of NSH Corp.
Title:	
Title:	Chief Financial Officer of NSH Corp.
Title:  NSH C  BY:	Chief Financial Officer of NSH Corp.  ORP., an Alabama corporation
Title:  NSH C  BY:  Name:	Chief Financial Officer of NSH Corp.  ORP., an Alabama corporation  Daryl Spears
Title:	Chief Financial Officer of NSH Corp.  ORP., an Alabama corporation
Title:  NSH C  BY: Name: Title:	ORP., an Alabama corporation  Daryl Spears Chief Financial Officer
Title:  NSH C  BY: Name: Title: BRENI	Chief Financial Officer of NSH Corp.  ORP., an Alabama corporation  Daryl Spears Chief Financial Officer  LEY CROSSING PARTNERS, LLC, a Tennessee limited
Title:  NSH C  BY: Name: Title: BRENI liability	Chief Financial Officer of NSH Corp.  ORP., an Alabama corporation  Daryl Spears  Chief Financial Officer  CEY CROSSING PARTNERS, LLC, a Tennessee limited company
Title:  NSH C  BY: Name: Title: BRENI	Chief Financial Officer of NSH Corp.  ORP., an Alabama corporation  Daryl Spears  Chief Financial Officer  LEY CROSSING PARTNERS, LLC, a Tennessee limited company SB HOLDING CORP., an Alabama corporation
Title:  NSH C  BY: Name: Title: BRENI liability	Chief Financial Officer of NSH Corp.  ORP., an Alabama corporation  Dafyl Spears Chief Financial Officer  LEY CROSSING PARTNERS, LLC, a Tennessee limited company SB HOLDING CORP., an Alabama corporation (Managing Member of BRENLEY CROSSING
Title:  NSH C  BY: Name: Title: BRENI liability	Chief Financial Officer of NSH Corp.  ORP., an Alabama corporation  Daryl Spears  Chief Financial Officer  LEY CROSSING PARTNERS, LLC, a Tennessee limited company SB HOLDING CORP., an Alabama corporation
Title:  NSH C  BY: Name: Title: BRENI liability BY:	Chief Financial Officer of NSH Corp.  ORP., an Alabama corporation  Dafyl Spears Chief Financial Officer  LEY CROSSING PARTNERS, LLC, a Tennessee limited company SB HOLDING CORP., an Alabama corporation (Managing Member of BRENLEY CROSSING

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

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### [SIGNATURES CONTINUED]

TACIZO	
	SON HILLS PARTNERS, LLC, a Tennessee limited liability
compar BY:	
DI.	SB HOLDING CORP., an Alabama corporation  (Managing Mambar of IACKSON HILLS DAD TNEDS IIIC)
BY:	(Managing Member of JACKSON HILLS PARTNERS, LLC)
Name:	Daryl Spears
Title:	Chief Financial Officer of SB Holding Corp.
RLAC	KRIDGE PARTNERS, LLC, an Alabama limited liability
compar	
BY:	SB HOLDING CORP., an Alabama corporation
,	(Managing-Member of BLACKRIDGE PARTNERS, LLC)
BY:	
Name:	Daryl Spears
Title:	Chief Financial Officer of SB Holding Corp.
BROC	K POINT PARTNERS, LLC, an Alabama limited liability
compan	
BY:	SB HOLDING CORP., an Alabama corporation
	(Managing Member of BROCK POINT PARTNERS, LLC)
BY:	
Name:	Daryl Spears
Title:	Chief Financial Officer of SB Holding Corp.
LAKE	WILBORN PARTNERS, LLC, an Alabama limited liability
compan	$\mathbf{y}$
BY:	SB HOLDING CORP., an Alabama corporation
	(Managing Member of LAKE WILBORN PARTNERS, LLC)
BY:	
Name:	Daryl Spears
Title:	Chief Financial Officer of SB Holding Corp.
	METRICO TO A TOURNITUDOS TETE COLUMN A 1-1 1114 1 1 1 1 114
	MING PARTNERS, LLC, an Alabama limited liability
compan	
BY:	SB HOLDING CORP., an Alabama corporation  (Managing Member of ELEMMING DAD TNEDS, LLC)
BY:	(Managing Member of FLEMMING PARTNERS, LLC)
Name:	Datyl Spears
Title:	Dafyl Spears Chief Eineneigl Officer of SP Holding Com
1 1116.	Chief Financial Officer of SB Holding Corp.

[SIGNATURES CONTINUED ON FOLLOWING PAGE.]

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### [AMEDNMENT TO MASTER MORTGAGE – SIGNATURE PAGE CONTINUED]

MCDA	NIEL FARMS PARTNERS, LLC, a Tennessee limited liability
compan	
BY:	SB HOLDING CORP., an Alabama corporation
	(Managing Member of MCDANIEL FARMS PARTNERS, LLC)
BY:	D-die 1 C
Name:	Daryl Spears Objects
Title:	Chief Financial Officer of SB Holding Corp.
TATA A	NIET ESTATES DADTNEDS LLC o Toppoggo limited
	NIEL ESTATES PARTNERS, LLC, a Tennessee limited company
BY:	SB HOLDING CORP., an Alabama corporation
	(Managing Member of MCDANIEL ESTATES PARTNERS, LLC)
BY:	(171001100) Constitution of the Constitution o
Name:	Daryl Spears
Title:	Chief Financial Officer of SB Holding Corp.
name as Chief Financial Officer of NSH CORP., a known to me, acknowledged before me on this day and with full authority, executed the same voluntarily	d for said County, in said State, hereby certify that <b>Daryl Spears</b> , whose an Alabama corporation, is signed to the foregoing instrument and who is that, being informed of the contents of said instrument, he, as such officer, ly, as an act of said corporation, acting in his capacity as aforesaid.
Given under my hand and official seal, thi	is the $\frac{\mathcal{U}}{\mathcal{U}}$ day of November, 2019.
	NOTARY PUBLIC  My Commission Expires: State At Large
	Triy Commission Expires March 19, 2020
STATE OF ALABAMA	
COUNTY OF JEFFERSON	
name as Chief Financial Officer of SB Holding C who is known to me, acknowledged before me on the	d for said County, in said State, hereby certify that <b>Daryl Spears</b> , whose <b>orp.</b> , an Alabama corporation, is signed to the foregoing instrument and his day that, being informed of the contents of said instrument, he, as such oluntarily, as an act of said corporation, acting in his capacity as aforesaid.
Given under my hand and official seal, this	s the <u>4</u> day of November, 2019

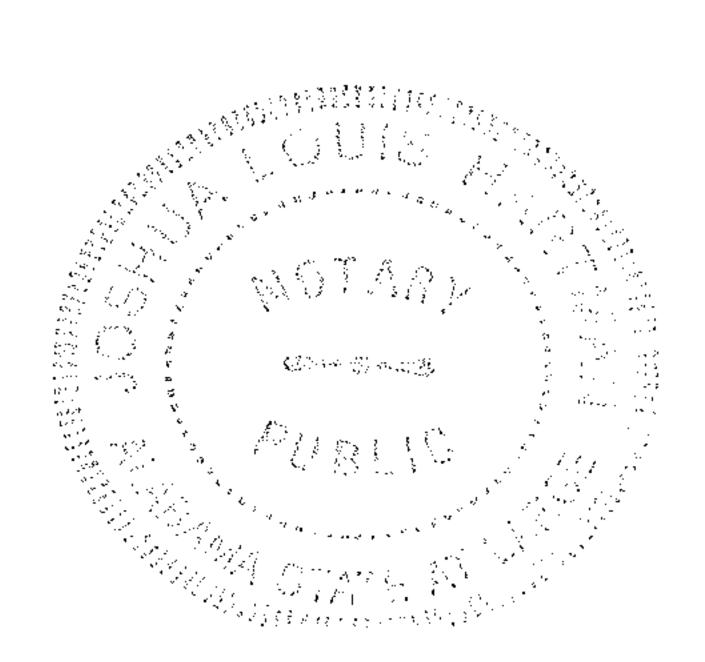
NOTARY PUBLIC

My Commission Expires:

JOSHUA LOUIS HARTMAN

Notary Public, Alabama State At Large

My Commission Expires March 19, 2026



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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 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 day of November, 2019

NOTARY PUBLIC
My Commission Expires:

Notary Public, Alabama State At Large
My Commission Expires March 19, 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 4 day of November, 2019.

NOTARY PUBLIC
My Commission Expires:

JOSHUA LOUIS HARTMAN
Notary Public, Alabema State At Large
My Commission Expires March 19, 2020

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 4 day of November, 2019

NOTARY PUBLIC
My Commission Expires:

JOSHUA LOUIS HARTMAN
Notary Public, Alabama State At Large
My Commission Expires March 19, 2020

### 20191106000412320 11/06/2019 11:18:08 AM MORTAMEN 8/12

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 \_\_\_\_\_ day of November, 2019. NOTARY PUBLIC COSMUA LOUIS HARTMAN My Commission Expires: Hotary Public, Alabama State Milargo

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 \_\_\_\_\_ day of November, 2019/

NOTARY PUBLIC My Commission Expires:

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  $\frac{1}{2}$  day of November, 2016. NOTARY PUBLIC My Commission Expires:

> JOSHUA LOUIS HARTMAN - Notory Public, Alabaras State Ar Lorge 一大大型工作的200万里的APPA(1116年)。在111万里,在111万里。

My Commission Expires March 19, 2010 |

JOSHUA LOUIS HARTMAN | Notary Public, Alabama State At Large

Av Clemaniusion Expires March 19, 2000

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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 **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 4 day of November, 2019.

NOTARY PUBLIC
My Commission Expires:

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 **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.

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 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.

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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 **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 4 day of November, 2019.

NOTARY PUBLIC

My Commission Expires:

JOSHUA LOUIS HARTMAN Notary Public, Alabama State At Large My Commission Expires March 19, 2020

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

Lot 1061, according to the Survey of Blackridge Phase 1B, as recorded in Map Book 48, Page 84 A and B, in the Probate Office of Shelby County, Alabama.

#### EXHIBIT B-1

SUBJECT TO: (1) Taxes for the years 2020 and subsequent years, a lien but not yet due and payable; (2) Easements and building line as shown on recorded map; (3) Declaration of Covenants, Conditions and Restrictions recorded in Inst. No. 20171204000433480; First Amendment recorded in Inst. No. 20171204000433490; Second Amendment recorded in Inst. No. 20171219000452060; Third Amendment recorded in Inst. No. 20180926000344020 and Fourth Amendment recorded in Inst. No. 20180926000343080; (4) Certificate of Blackridge Residential Association, Inc. recorded in Inst. No. 20171204000433500; (5) Less and except any part of subject property lying within any lake; (6) Less and Except any part of subject property lying within Cahaba River; (7) Riparian rights associated with the Lake under applicable State and/or Federal law; (8) Riparian rights associated with the Cahaba River under applicable State and/or Federal law; (9) 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 in the Office of the Judge of Probate of Shelby County, Alabama; (10) 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; (11) Telecommunication Cable Easement by Court Order as recorded in Inst. No. 2012021700059230 and Inst. No. 2012021300053280; (12) Grant of easement to Alabama Power Company as recorded in Inst. No. 20151006000350460, Inst. No. 20151006000324070, Inst. No. 20171120000419620, Inst. No. 20171102000397470, Inst. No. 20180316000088220 and Inst. No. 20180316000088230; (13) Assignment of Easement Rights by Riverwoods Holdings, LLC to Blackridge Partners, LLC as recorded in Inst. No. 20151230000443770; (14) 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; (15) 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 Inst. No. 2016-248830 and recorded map relating thereto as recorded in Inst. No. 2016-248840; (16) Right of Way Agreement granted The Water Works Board of the City of Birmingham as recorded in Inst. No. 20170918000338670; (17) Restrictions contained in deed from Developer.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
11/06/2019 11:18:08 AM
\$68.00 CHARITY
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Clerk
Shelby County, AL