

THIS INSTRUMENT PREPARED BY:

James E. Vann, Esq.
Dentons Sirote PC
2311 Highland Avenue South
Birmingham, Alabama 35205

Note to Probate Court: A total of \$10,500.00 in mortgage recording tax was paid on the maximum principal amount of \$7,000,000.00 in connection with the recording of the Mortgage at Instrument #20190501000145810. The principal indebtedness secured by the Mortgage is not being increased in this Agreement. Accordingly, no mortgage tax is due.

**AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT AND ASSIGNMENT
OF RENTS AND LEASES**

**STATE OF ALABAMA
COUNTY OF SHELBY**

**THIS AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT AND
ASSIGNMENT OF RENTS AND LEASES** (this "Agreement") is made and entered into effective as of the 29 day of August, 2022, by and among Blackridge Partners, LLC, an Alabama limited liability company, among Blackridge Partners II, LLC, an Alabama limited liability company, SB Holding Corp., an Alabama corporation, SB Dev. Corp., an Alabama corporation, and NSH Corp., an Alabama corporation (individually, a "Borrower," and collectively, the "Borrowers"), and ServisFirst Bank (hereinafter sometimes referred to for convenience as the "Lender").

RECITALS:

A. Borrowers obtained from Lender a term loan in the original maximum principal amount of \$7,000,000.00 (hereinafter sometimes referred to for convenience as the "Loan") on or about April 30, 2019, evidenced by a Promissory Note (together with all amendments, modifications, renewals, consolidations, the "Note") dated on or about April 30, 2019. The Loan and the Note are secured and supported by, among other things, (i) that certain Loan Agreement (together with all amendments, modifications, renewals, consolidations, the "Loan Agreement") dated on or about April 30, 2019, (ii) that certain Mortgage and Security Agreement recorded in Instrument #20190501000145810 in the office of the Judge of Probate of Shelby County, Alabama (together with all amendments, modifications, renewals, consolidations, the "Mortgage") dated on or about April 30, 2019, (iii) that certain Assignment of Rents and Leases recorded in Instrument #20190501000145820 in the office of the Judge of Probate of Shelby County, Alabama (together with all amendments, modifications, renewals, consolidations, the "Assignment") dated on or about April 30, 2019, (iv) those certain UCC Financing Statements recorded in Instrument #20190501000145830 in the office of the Judge of Probate of Shelby County, Alabama, and Instrument B 19-7200994 FS in the Office of the Secretary of State of Alabama, (v) an Assumption Agreement (together with all amendments,

modifications, renewals, consolidations, the "Assumption Agreement") dated on or about the date hereof, and (vi) various other agreements, documents and instruments executed by Borrowers in connection therewith. For convenience, the Note, the Loan Agreement, the Mortgage, the Assignment, the UCC Financing Statements, the Assumption Agreement, and all other agreements, documents, and instruments executed in connection with the Loan are hereinafter referred to as the "Loan Documents."

B. Borrowers have conveyed and Lender has released certain real property covered by the Mortgage, and Borrowers have acquired additional real property which the parties desire to be included in the Mortgaged Property (as defined in the Mortgage). Borrowers and Lender desire to amend the Mortgage and the Assignment to correctly identify the land covered by the Mortgage and the Assignment.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions contained herein, the parties hereto hereby agree as follows:

1. Amendments to Mortgage and Assignment. Exhibit A attached to each of the Mortgage and the Assignment are hereby amended and restated in their entirety and replaced with the Exhibit A attached hereto.
2. Authority to Amend UCC Financing Statements. Borrowers hereby authorize Lender to prepare and to file an amendment to each financing statement describing or relating to the collateral securing the Loan in form satisfactory to Lender in all public offices wherever filing is deemed by the Lender to be necessary or desirable.
3. Continued Effectiveness of Documents. In all other respects the Mortgage and the Assignment shall remain unchanged and in full force and effect, and Borrowers affirm that they have no offsets or defenses to Borrowers' obligations pursuant to the Mortgage or other documents executed in connection therewith.
4. Mortgage Taxes and Other Charges. In the event any taxing authority shall require any additional mortgage recording tax or filing fees or impose any interest or penalties incident to this Agreement, Borrowers will promptly pay the same. Borrowers also agree to pay any title insurance premium or charges in connection with any endorsements to Lender's title insurance policy or any new title insurance policy issued to Lender.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

"BORROWERS"

Blackridge Partners, LLC

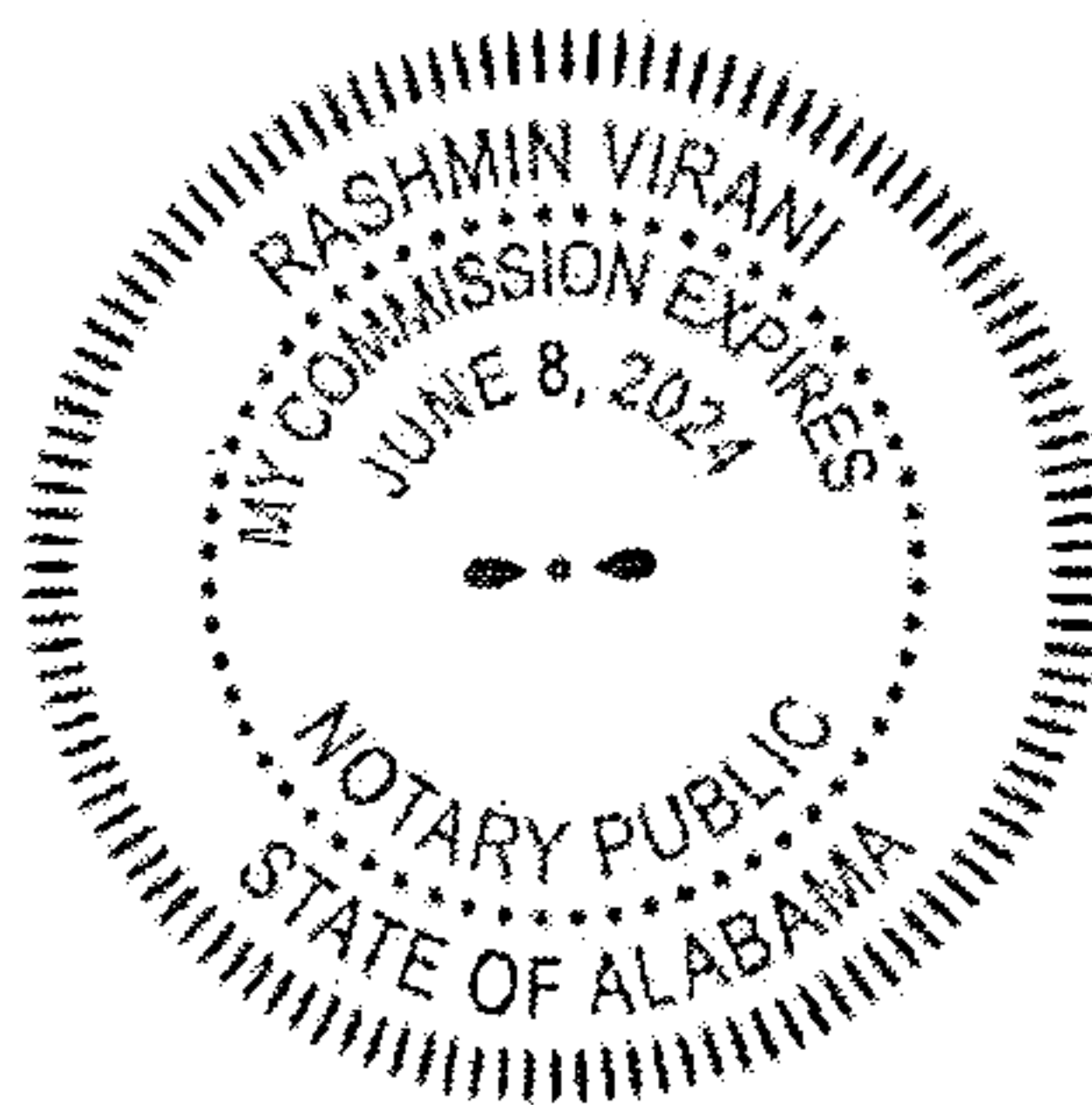
By: **SB Holding Corp.**
Its: **Managing Member**

By: [Signature]
Name: Daryl Spears
Title: CFO

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 CFO of **SB Holding Corp.**, 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 the instrument, (s)he, as such officer of the Managing Member and with full authority, executed the same voluntarily for and as the act of said corporation for and as the act of said limited liability company.

Given under my hand this 29 day of August, 2022.



[Signature]
Notary Public
My Commission Expires: 6/8/2024

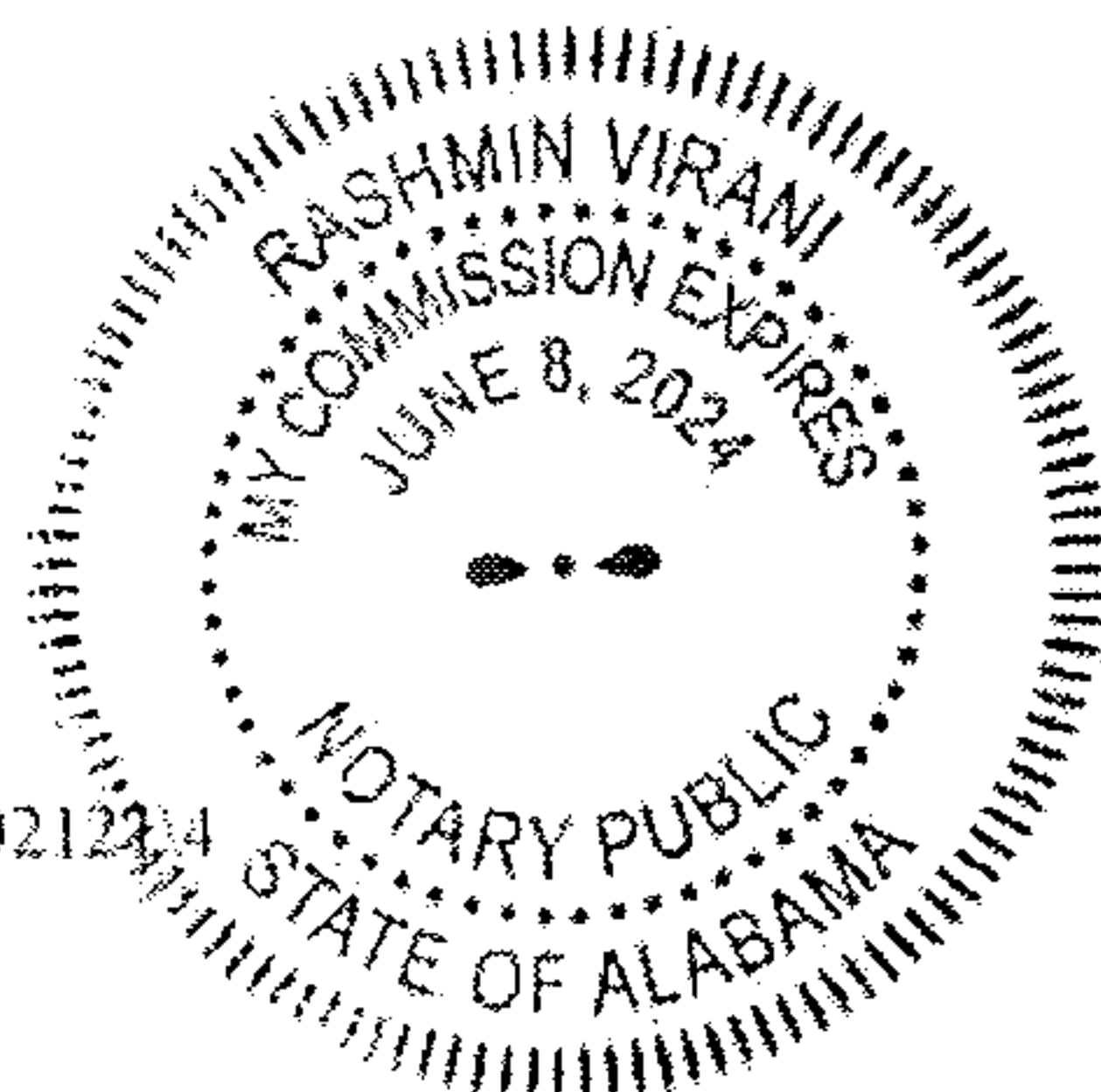
SB Holding Corp.

By: [Signature]
Name: Daryl Spears
Title: CFO

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 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 the 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 this 29 day of August, 2022.



[Signature]
Notary Public
My Commission Expires: 6/8/2024

"BORROWERS" (continued)

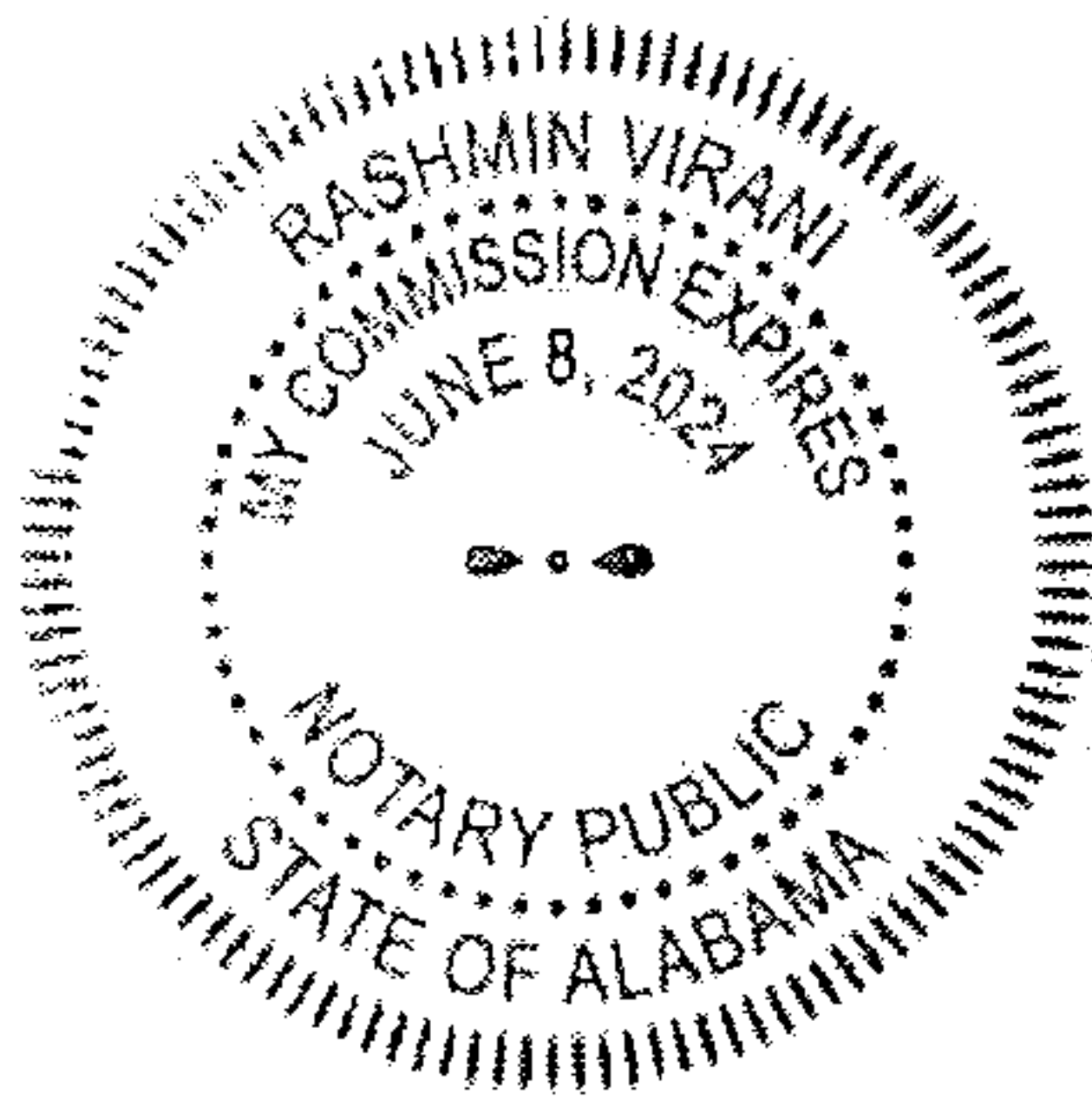
SB Dev. Corp.

By: [Signature]
Name: Daryl Spears
Title: CFO

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 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 the 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 this 29 day of August, 2022.



[Signature]
Notary Public
My Commission Expires: 6/8/2024

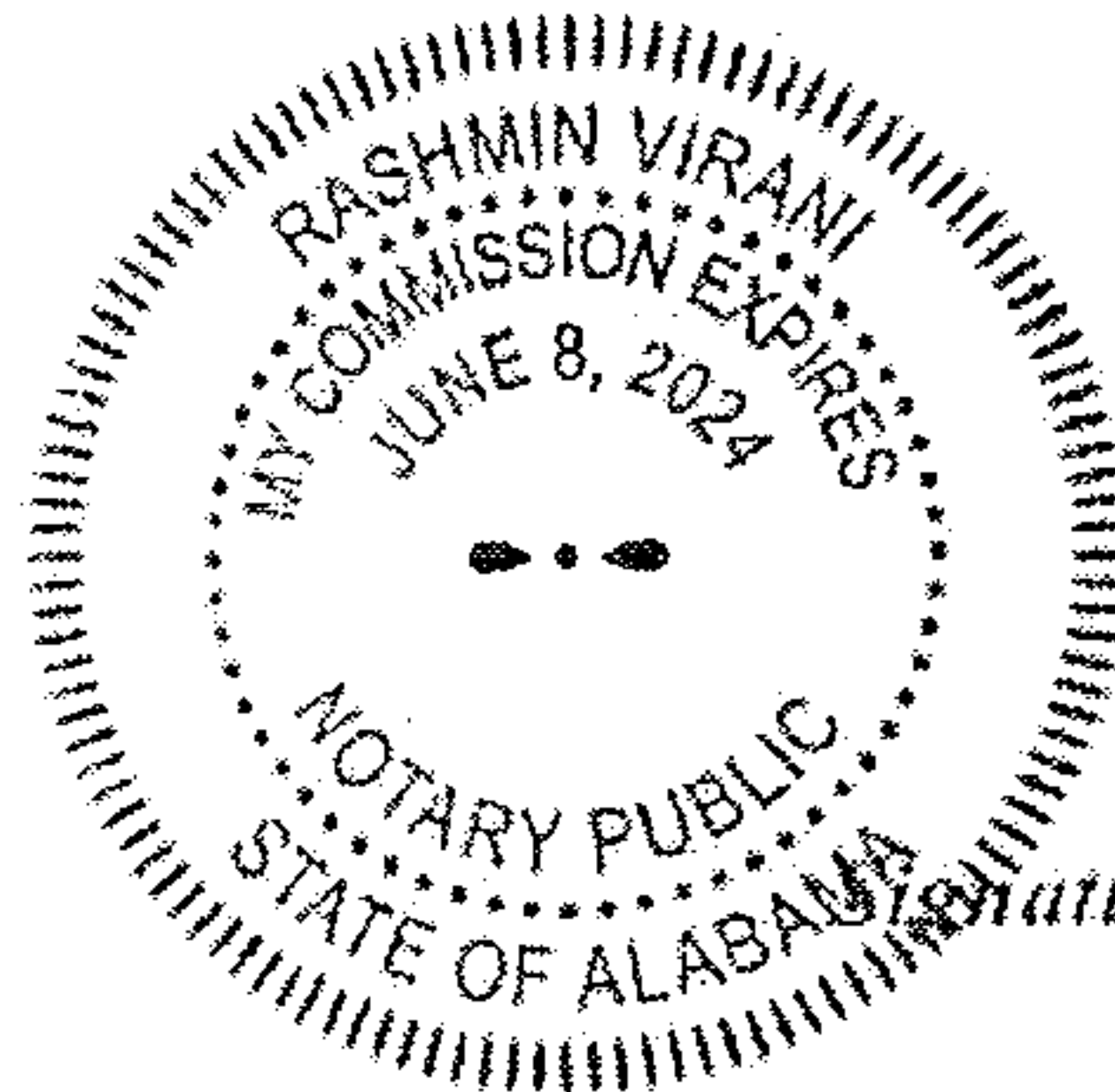
NSH Corp.

By: [Signature]
Name: Daryl Spears
Title: CFO

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 CFO 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 the 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 this 29 day of August, 2022.



[Signature]
Notary Public
My Commission Expires: 6/8/2024

Signature Pages Continue

"BORROWERS" (continued)

Blackridge Partners II, LLC

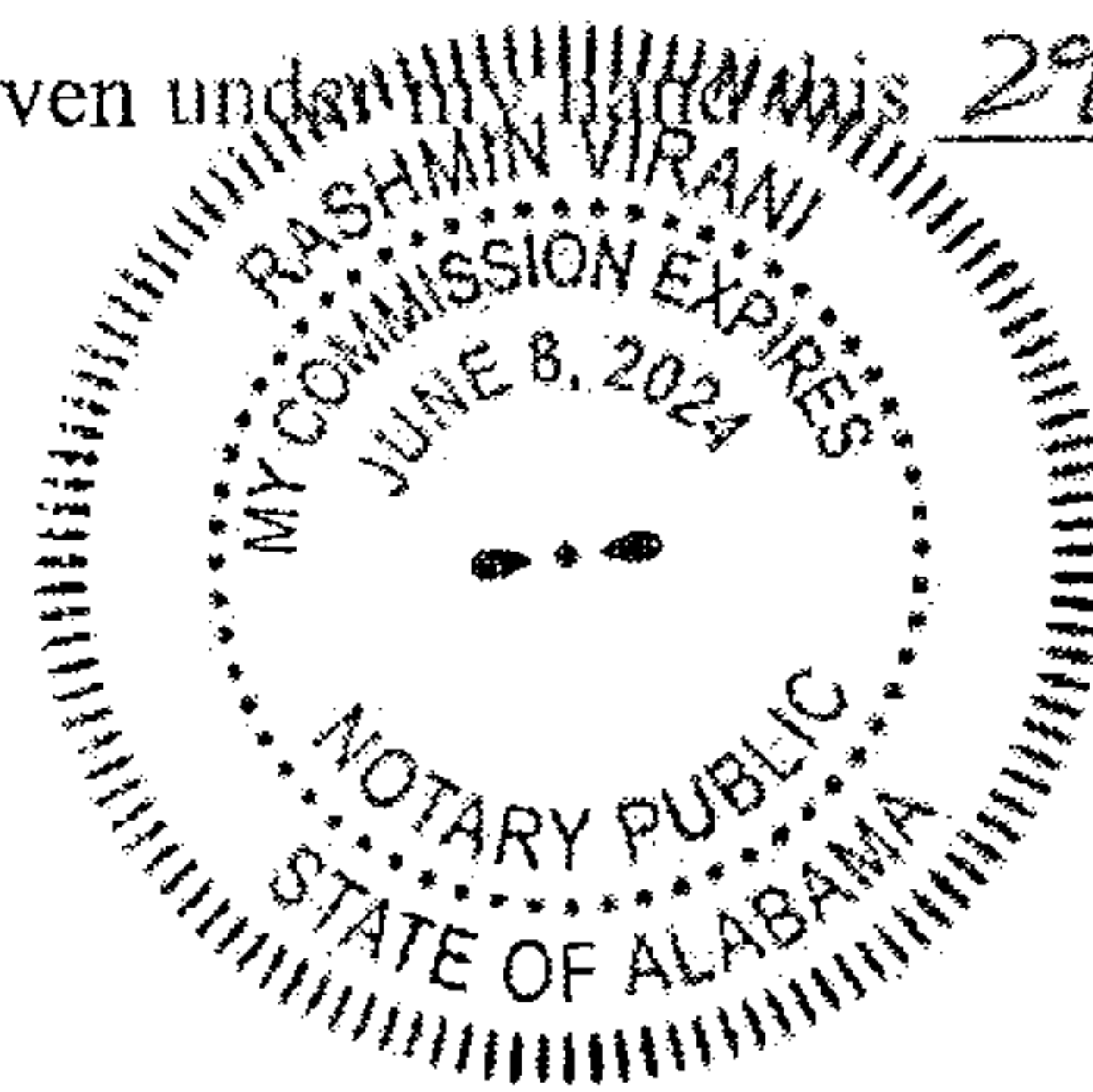
By: SB Holding Corp.
Its: Managing Member

By: [Signature]
Name: Daryl Spears
Title: CFO

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 CFO of **SB Holding Corp.**, the Managing Member of **Blackridge Partners II, 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 of the Managing Member and with full authority, executed the same voluntarily for and as the act of said corporation for and as the act of said limited liability company.

Given under my hand this 29 day of August, 2022.



[Signature]
Notary Public
My Commission Expires: 6/8/2024

"LENDER"

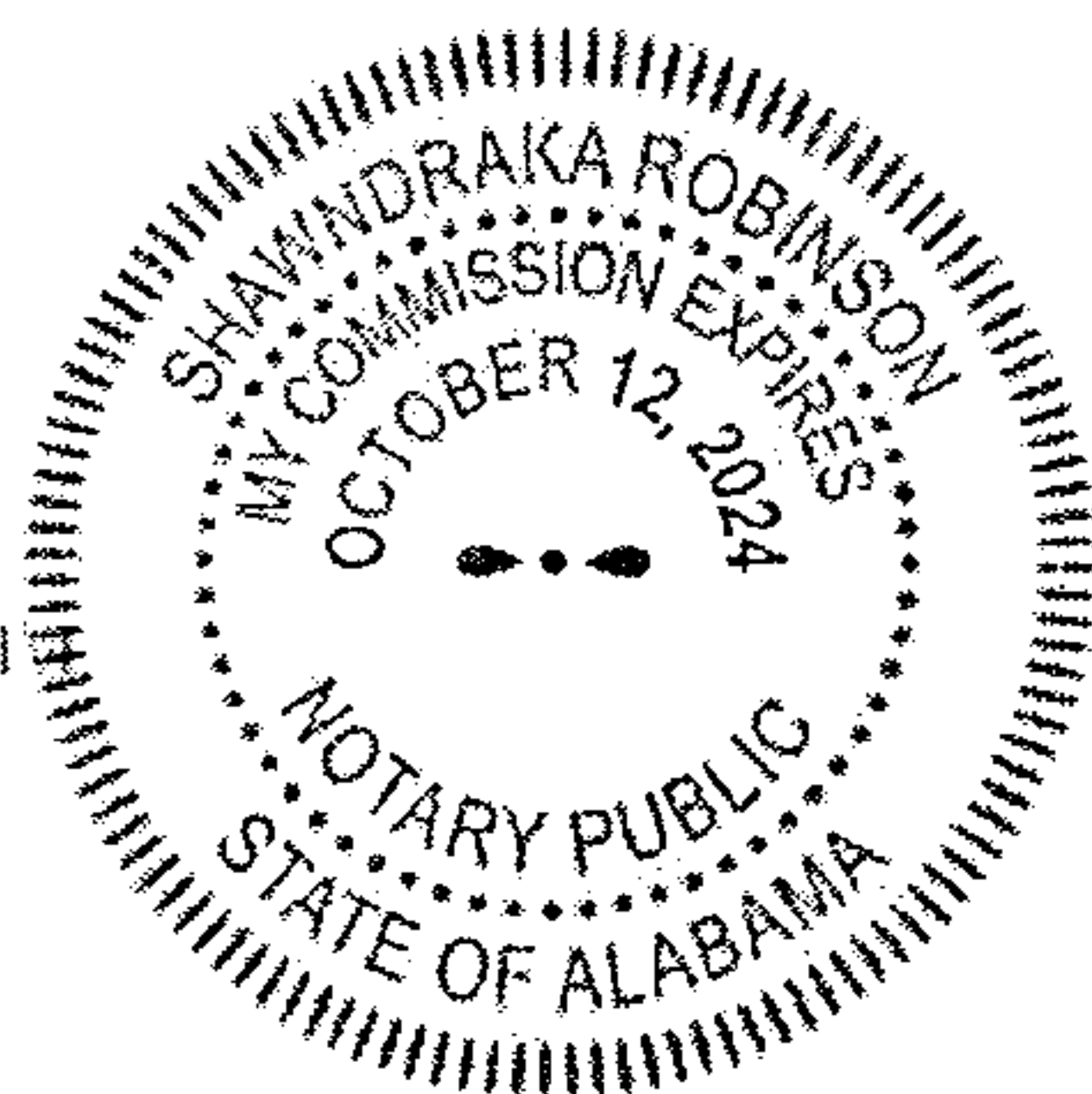
ServisFirst Bank

By: [Signature]
Name: Austin Clifton
Title: Resi. Constr. Loan Officer

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Austin Clifton whose name as the Loan Officer of **ServisFirst Bank**, an Alabama banking 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 the 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 this 29th day of August, 2022.



[Signature]
Notary Public
My Commission Expires: 10/12/2024

EXHIBIT A
DESCRIPTION OF REAL PROPERTY

THE LAND HEREIN DESCRIBED, BEING A PART OF SECTIONS 6, 7, 8, 17, 18, AND 19, TOWNSHIP 20 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 2:

COMMENCING AT A FOUND 3" CAPPED PIPE MARKING THE COMMON CORNER TO SECTIONS 7, 8, 17, AND 18, TOWNSHIP 20 SOUTH, RANGE 3 WEST, AND THENCE RUNNING ALONG THE WEST SECTION LINE OF SAID SECTION 17 S00°01'11"W FOR A DISTANCE OF 2352.01' TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED:

THENCE CONTINUING ALONG SAID SECTION LINE, S00°00'02"E FOR A DISTANCE OF 1325.96', THENCE RUN S00°00'34"E FOR A DISTANCE OF 1326.72' TO THE SECTION CORNER COMMON TO SECTIONS 17, 18, 19, AND 20, T-20-S, R-3-W, THENCE ALONG THE SOUTH SECTION LINE OF SAID SECTION 18, RUN S89°57'22"W FOR A DISTANCE OF 1312.39', THENCE RUN S00°10'27"W FOR A DISTANCE OF 162.26' TO A POINT ON THE EASTERLY RIVERBANK OF THE CAHABA RIVER, THENCE ALONG SAID RIVERBANK IN A GENERAL SOUTHERLY DIRECTION FOR A DISTANCE OF 642' MORE OR LESS, THENCE DEPARTING SAID RIVERBANK, RUN S00°10'27"W FOR A DISTANCE OF 568.37', THENCE RUN S89°56'37"W FOR A DISTANCE OF 1102.92' TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SHELBY COUNTY ROAD NO.52, THENCE ALONG SAID RIGHT-OF-WAY, RUN N34°24'51"W FOR A DISTANCE OF 525.53', THENCE ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 1950.08', AN ARC LENGTH OF 694.50', AND A CHORD BEARING AND DISTANCE OF N44°37'01"W 690.84', THENCE RUN N54°45'22"W FOR A DISTANCE OF 168.11', THENCE ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 1233.57', AN ARC LENGTH OF 516.98', AND A CHORD BEARING AND DISTANCE OF N42°44'59"W 513.21', THENCE RUN N30°44'37"W FOR A DISTANCE OF 491.04', THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN N00°26'24"W FOR A DISTANCE OF 594.35' TO A POINT ON THE CENTERLINE OF HIGHWAY NO.269, THENCE RUNNING ALONG SAID CENTERLINE IN A GENERAL EASTERLY DIRECTION FOR A DISTANCE OF 686.00' MORE OR LESS, THENCE RUN N89°55'50"E FOR A DISTANCE OF 167.83', THENCE CONTINUING ALONG SAID CENTERLINE IN A GENERAL SOUTH AND EASTERLY DIRECTION FOR A DISTANCE OF 825.00' MORE OR LESS, THENCE DEPARTING SAID ROAD CENTERLINE, RUN S30°12'02"E FOR A DISTANCE OF 50.38', THENCE RUN S30°12'02"E FOR A DISTANCE OF 499.78', THENCE RUN N59°48'16"E FOR A DISTANCE OF 903.36', THENCE RUN N00°00'00"W FOR A DISTANCE OF 161.15' TO A FOUND 3" CAPPED PIPE, THENCE RUN N00°10'30"W FOR A DISTANCE OF 2650.30' TO A FOUND 2" CAPPED PIPE, THENCE RUN N37°55'30"E FOR A DISTANCE OF 2453.90', THENCE RUN N65°10'47"E FOR A DISTANCE OF 583.39' TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF CSX RAILROAD, THENCE ALONG SAID RIGHT-OF-WAY LINE RUN S17°11'33"W FOR A DISTANCE OF 56.61', THENCE RUN S72°48'27"E FOR A DISTANCE OF 50.00', THENCE RUN S17°11'33"W FOR A DISTANCE OF 179.31', THENCE ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 2741.49', AN ARC LENGTH OF 243.12', AND A CHORD BEARING AND DISTANCE OF S14°39'08"W 243.04', THENCE WITH A COMPOUND CURVE TO THE LEFT, WITH A RADIUS OF 1201.00', AN ARC LENGTH OF 379.36', AND A CHORD BEARING AND DISTANCE OF S03°03'45"W 377.79', THENCE WITH A REVERSE CURVE TO THE RIGHT, WITH A RADIUS OF 266.48', AN ARC LENGTH OF 13.28', AND A CHORD BEARING AND DISTANCE OF S06°18'12"E 13.28', THENCE WITH A REVERSE CURVE TO THE LEFT, WITH A RADIUS OF 1201.00', AN ARC LENGTH OF 914.80', AND A CHORD BEARING AND DISTANCE OF S28°26'28"E 892.85', THENCE WITH A COMPOUND CURVE TO THE LEFT, WITH A RADIUS OF 2741.53', AN ARC LENGTH OF 243.11', AND A CHORD BEARING AND DISTANCE OF S52°48'10"E 243.03', THENCE RUN S34°39'24"W FOR A DISTANCE OF 25.00', THENCE RUN S55°20'36"E FOR A DISTANCE OF 317.11' TO A POINT ON THE WESTERLY RIVERBANK OF THE CAHABA RIVER, THENCE DEPARTING SAID RAILROAD RIGHT-OF-WAY LINE, ALONG THE WESTERLY RIVERBANK OF THE CAHABA RIVER RUN 1621.00' MORE OR LESS,

THENCE DEPARTING SAID RIVERBANK, RUN N88°43'17"W FOR A DISTANCE OF 954.79' TO THE POINT OF BEGINNING.
CONTAINING 335.197 ACRES MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD, IF ANY.

AND;

PARCEL (SWAP) 1A:

A parcel of land situated in the North ½ of the Northeast ¼ of Section 18, and the South 1/4 of the Southeast 1/4 of Section 7, Township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

BEGIN at a 2 inch capped pipe at the Southwest corner of the Northeast ¼ of the Northeast ¼ of Section 18, Township 20 South, Range 3 West, Shelby County, Alabama, and run N00°41'30"W for a distance of 589.60 feet to an ALAENG capped iron; thence run N42°02'44"E for a distance of 1027.68 feet to an ALAENG capped iron along the Northeasterly boundary of a 70' Southern Natural Gas Easement as recorded in Instrument Number 20151230000443730 in the Office of the Judge of Probate, Shelby County, Alabama; thence run S42°13'06"E along said easement for a distance of 298.54 feet to an ALAENG capped iron; thence leaving said easement, run S37°55'30"W for a distance of 1434.60 feet to the POINT OF BEGINNING.

Said parcel subject to a prescriptive right-of-way for Elvira Road and a 70' Southern Natural Gas Easement.

Said parcel containing 9.56 acres, more or less.; AND

PARCEL (SWAP) 1B:

A parcel of land situated in the Northeast 1/4 of the Northeast ¼ of Section 18, and the Southeast 1/4 of the Southeast 1/4 of Section 7, Township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

COMMENCE at a 2 inch capped pipe at the Southwest corner of the Northeast ¼ of the Northeast ¼ of Section 18, Township 20 South, Range 3 West, Shelby County, Alabama, and run N37°55'30"E for a distance of 1434.60 feet to the POINT OF BEGINNING, said point being an ALAENG capped iron along the Northeasterly boundary of a 70' Southern Natural Gas easement according to Instrument Number 20151230000443730 in the Office of the Judge of Probate, Shelby County, Alabama; thence run N42°13'06"W along said easement for a distance of 298.54 feet to an ALAENG capped iron; thence leaving said easement, run N62°16'08"E for a distance of 705.42 feet to an ALAENG capped iron; thence run N23°29'34"E for a distance of 97.99 feet to the P.C. (Point of Curvature) of a curve to the left having a central angle of 11°12'30" and a radius of 473.50 feet, said point being an ALAENG capped iron; thence run N17°53'19"E along the chord of said curve for a distance of 92.48 feet to the P.T. (Point of Tangency) of said curve, said point being an ALAENG capped iron; thence run N12°17'04"E for a distance of 38.24 feet to an ALAENG capped iron; thence run S77°42'56"E for a distance of 84.30 feet to an ALAENG capped iron; thence run S37°55'30"W for a distance of 946.53 feet to the POINT OF BEGINNING.

Said parcel subject to a prescriptive right-of-way for Elvira Road and a 70' Southern Natural Gas easement.

Said parcel containing 2.57 acres, more or less;

AND;

PARCEL (SWAP) 3:

A parcel of land situated in the Southwest 1/4 of the Southwest 1/4 of Section 8, Township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

COMMENCE at a 3" capped pipe at the Southwest corner of the Southwest 1/4-1/4 of Section 8, Township 20 South, Range 3 West, Shelby County, Alabama and run N00°08'01"W along the West line of said 1/4-1/4 section for a distance of 371.30 feet; thence leaving said West line, run N37°55'30"E for a distance of 299.00 feet to an ALAENG capped iron; thence run N65°10'47"E for a distance of 9.04 feet to the POINT OF BEGINNING, said point being an ALAENG capped iron; thence run N65°10'47"E for a distance of 57.10 feet to an ALAENG capped iron; thence run N77°42'56"W for a distance of 45.54 feet to an ALAENG capped iron; thence run S12°17'04"W for a distance of 34.44 feet to the POINT OF BEGINNING.

Said parcel containing 0.02 acres, more or less.

LESS AND EXCEPT:

Parcel (SWAP) 2:

A parcel of land situated in the Southwest 1/4 of the Southwest 1/4 of Section 8, Township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

COMMENCE at a 3" capped pipe at the Southwest corner of the Southwest 1/4-1/4 of Section 8, Township 20 South, Range 3 West, Shelby County, Alabama and run N00°08'01"W along the West line of said 1/4-1/4 section for a distance of 371.30 feet; thence leaving said West line, run N37°55'30"E for a distance of 226.23 feet to the POINT OF BEGINNING, said point being an ALAENG capped iron; thence run N37°55'30"E for a distance of 72.77 feet to an ALAENG capped iron; thence run N65°10'47"E for a distance of 9.04 feet to an ALAENG capped iron; thence run S12°17'04"W for a distance of 46.06 feet to an ALAENG capped iron; thence run S57°17'04"W for a distance of 35.36 feet to an ALAENG capped iron; thence run N77°42'56"W for a distance of 13.70 feet to the POINT OF BEGINNING. Said parcel containing 0.03 acres, more or less;

AND, LESS AND EXCEPT;

Parcel (SWAP) 4:

A parcel of land situated in the Southwest 1/4 of the Southwest 1/4 of Section 8, Township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

COMMENCE at a 3" capped pipe at the Southwest corner of the Southwest 1/4-1/4 of Section 8, Township 20 South, Range 3 West, Shelby County, Alabama and run N00°08'01"W along the West line of said 1/4-1/4 section for a distance of 371.30 feet; thence leaving said West line, run N37°55'30"E for a distance of 299.00 feet to an ALAENG capped iron; thence run N65°10'47"E for a distance of 66.14 feet to the POINT OF BEGINNING, said point being an ALAENG capped iron; thence run N65°10'47"E for a distance of 517.25 feet to an ALAENG capped iron along the Westerly right-of-way of a CSX Rail Road; thence run S17°11'33"W along said right-of-way for a distance of 56.61 feet to an ALAENG capped iron; thence run S72°48'27"E along said right-of-way for a distance of 50.00 feet to an ALAENG capped iron; thence run S17°11'33"W along said right-of-way for a distance of 5.36 feet to an ALAENG capped iron; thence leaving said right-of-way, run N82°14'39"W for a distance of 37.69 feet to the P.C. (Point of Curvature) of a curve to the left having a central angle of 44°50'31" and a radius of 275.00 feet, said point being an ALAENG capped iron; thence run S75°20'06"W along the chord of said curve for a distance of 209.77 feet to the P.T. (Point of Tangency) of said curve, said point being an ALAENG capped iron; thence run S52°54'50"W for a distance of 131.33 feet to the P.C. of a curve to the right having a central angle of 49°22'14" and a radius of 138.50 feet, said point being an ALAENG capped iron; thence run S77°35'57"W along the chord of said curve for a distance of 115.68 feet to the P.T. of said curve, said point being an ALAENG capped iron; thence run N77°42'56"W for a distance of 41.85 feet to the POINT OF BEGINNING. Said parcel containing 0.39 acres, more or less;

AND, LESS AND EXCEPT:

Any part of the land as depicted on the final plat of Blackridge Road Extension lying within a platted road right-of-way as recorded in the Office of the Judge of Probate of Shelby County, Alabama in Map Book 56, Page 64.



DOCSBHM\2402121\4

Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
09/06/2022 01:38:18 PM
\$46.00 JOANN
20220906000346470

Allen S. Bayl