

This Instrument Prepared by:
Michael B. Odom
Phelps Dunbar, LLP
2001 Park Place North, Suite 700
Birmingham, Alabama 35203

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

**AMENDMENT TO
MASTER MORTGAGE**

THIS AMENDMENT TO MASTER MORTGAGE ("**Amendment**") amends that certain Master Mortgage, executed on May 6, 2016, amended by that Amendment to Master Mortgage executed on June 10, 2016, further amended by that Amendment to Master Mortgage dated February 28, 2017, further amended by that Amendment to Master Mortgage executed on May 25, 2018, further amended by that Amendment to Master Mortgage dated May 24, 2019, and further Amended by that Amendment to Master Mortgage dated May 22, 2020, 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; **BLACKRIDGE PARTNERS, LLC**, an Alabama limited liability company, whose address is 3545 Market Street, Birmingham, Alabama 35226, **BLACKRIDGE PARTNERS II, LLC**, a Tennessee limited liability company, whose address is 3545 Market Street, Birmingham, Alabama 35226, **WINDSOR COURT, LLC**, an Alabama limited liability company, whose address is 3545 Market Street, Birmingham, Alabama 35226, **SIGNATURE 150, LLC**, an Alabama limited liability company, whose address is 3545 Market Street, Birmingham, Alabama 35226, **REEDS VALE, LLC**, a Tennessee limited liability company, whose address is 3545 Market Street, Birmingham, Alabama 35226, **SIGNATURE JL, LLC**, a Tennessee limited liability company, whose address is 3545 Market Street, Birmingham, Alabama 35226, and **SIGNATURE PF, 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**").

NOTES TO CLERK: (1) THIS AMENDMENT DOES NOT INCREASE THE AMOUNT SECURED BY THE MORTGAGE; (2) THIS AMENDMENT ADDS SIGNATURE PF, LLC, TO THE MORTGAGE AS MORTGAGOR; (3) THIS AMENDMENT REMOVES ST. MARLO, LLC FROM THE MORTGAGE AS MORTGAGOR; (4) THIS AMENDMENT DOES NOT CHANGE THE TERM OF THE MORTGAGE; (5) 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; RECORDED AS INSTRUMENT NO. 20160509000250100 IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA; AND RECORDED AS INST. # 2019078188 IN THE OFFICE OF THE JUDGE OF PROBATE OF JEFFERSON COUNTY, ALABAMA.

WHEREAS, the Mortgage was recorded May 6, 2016, as Instrument No. 20160506000154710, 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 in the Office of the Judge of Probate of Shelby County, Alabama, and November 17, 2017 as Instrument 2017-00610424 in the 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 additional 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 in the Office of the Judge of Probate of Shelby County, Alabama, and July 17, 2018 as Instrument 2018-00045510 in the 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 in the Office of the Judge of Probate of Shelby County, Alabama, and July 26, 2019 as Instrument 2019-00047359 in the Office of the Judge of Probate of Madison County, Alabama, and August 1, 2019 as Instrument No. 2019078188 in the office of the Judge of Probate of Jefferson County, Alabama (hereinafter the "**2019 Amendment**").

WHEREAS, the Mortgage was further amended to increase the maximum principal indebtedness secured thereby by an additional \$10,000,000.00 such that the total principal indebtedness secured thereby should be \$37,000,000.00 by that Amendment to Master Mortgage filed for record May 27, 2020 as Instrument No. 20200527000211830 in the Probate Office of Shelby County, Alabama, and May 28, 2020 as Inst. # 2020054284 in the Probate Office of Jefferson County, Alabama (hereinafter the "**2020 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 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, further amended and renewed by that Master Revolving Line of Credit Promissory Note dated May 22, 2020, and further amended and renewed by that Master Revolving Line of Credit Promissory Note dated July 29, 2022 ("**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 Loan Agreement (Secured Borrowing Base Facility) (\$40,000,000.00) dated July 29, 2022 ("**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 \$37,000,000.00 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, 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 Offices of the Judges of Probate of Madison County, Alabama and Jefferson County, Alabama.

WHEREAS, upon re recordation of the 2020 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 Jefferson County, Alabama.

WHEREAS, Mortgagor and Lender have agreed to further amend the Mortgage to (i) remove St. Marlo, LLC, as Mortgagor; and (ii) adding Signature PF, LLC, to the Mortgage as Mortgagors.

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. **Removal of Mortgagors:** St. Marlo, LLC is removed from the Mortgage as Grantor.
2. **Addition of Mortgagors:** Signature PF, LLC, is added to the Mortgage as Mortgagor.
3. 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.
4. **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.
5. **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.

IN WITNESS WHEREOF, we have hereunto set our hands and seals effective this 5th day of ~~May~~ June 2024.

MORTGAGOR:

NSH CORP.,
an Alabama corporation

By:

Jacob Hall

Its:

Jacob Hall
Chief Financial Officer

STATE OF ALABAMA
COUNTY OF JEFFERSON

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared JACOB HALL, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath acknowledged himself to be the Chief Financial Officer of NSH CORP., an Alabama corporation, and that as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said corporation by himself as such officer of said company.

Witness my hand and Notarial Seal as of the 5 day of June, 2024.

Elizabeth Grace Bramblette

NOTARY PUBLIC


My Commission Expires:

7/12/27

ELIZABETH GRACE BRAMBLETTTE
Notary Public, Alabama State at Large
My Commission Expires July 12, 2027

MORTGAGOR:

SB HOLDING CORP.,
an Alabama corporation

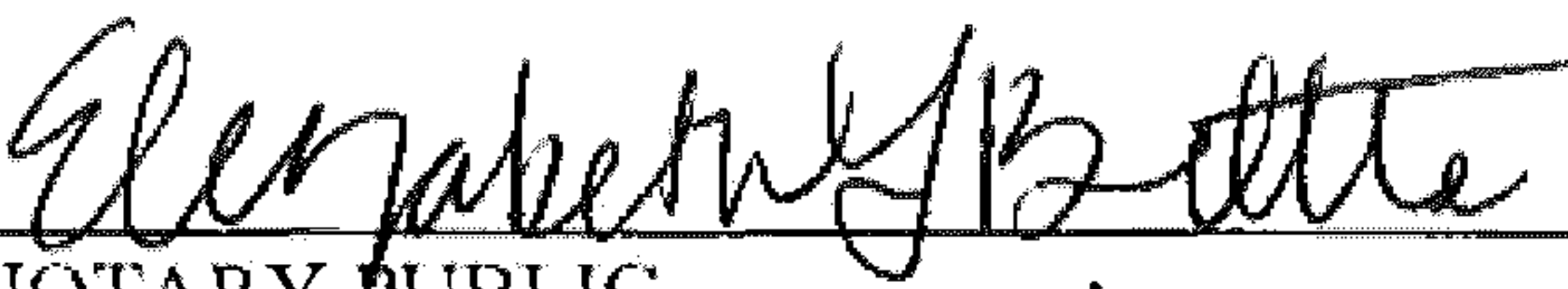
By: 
Jacob Hall
Its: Chief Financial Officer

STATE OF ALABAMA
COUNTY OF JEFFERSON

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared JACOB HALL, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath acknowledged himself to be the Chief Financial Officer of SB HOLDING CORP., an Alabama corporation, and that as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said corporation by himself as such officer of said company.

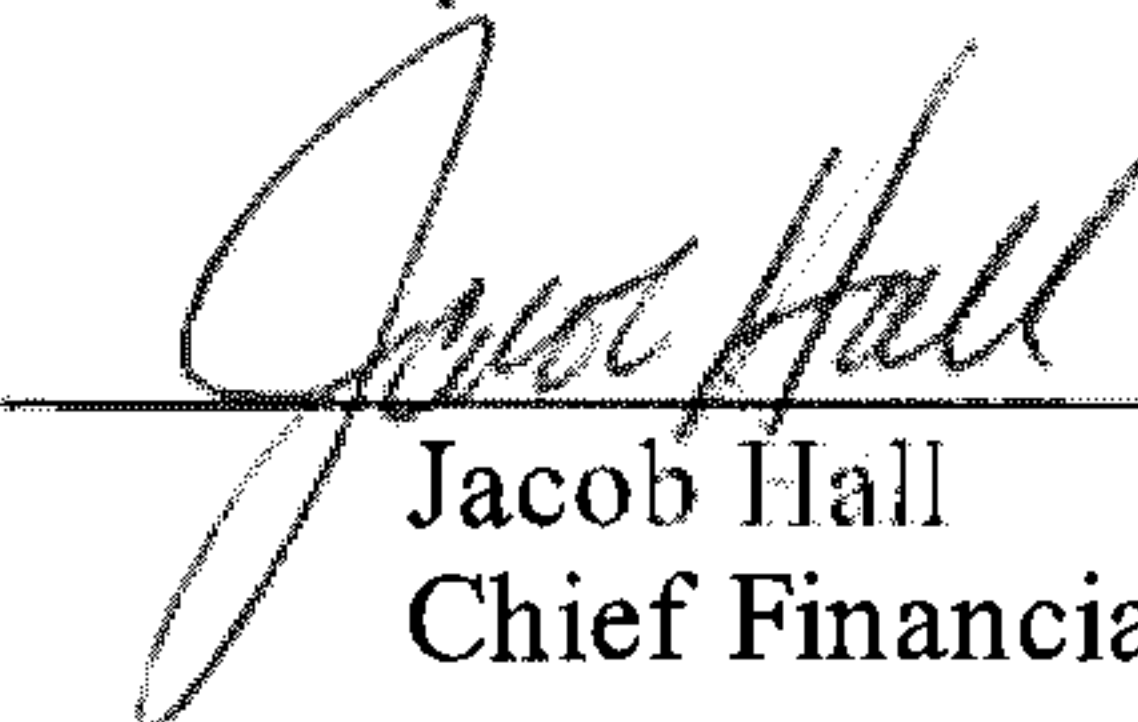
Witness my hand and Notarial Seal as of the 5 day of June, 2024.

ELIZABETH GRACE BRAMBLETTTE
Notary Public, Alabama State at Large
My Commission Expires July 12, 2027


NOTARY PUBLIC
My Commission Expires: 7/12/27

MORTGAGOR:

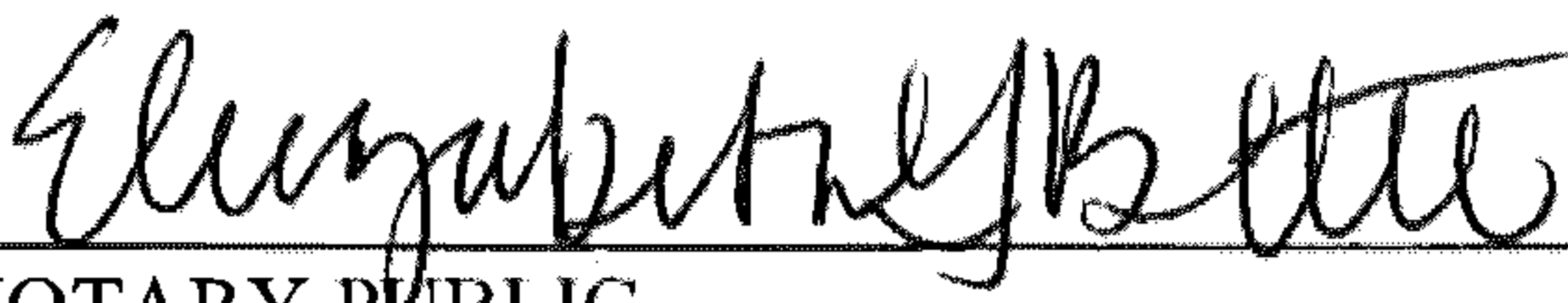
SB DEV. CORP.,
an Alabama corporation

By: 
Jacob Hall
Its: Chief Financial Officer

STATE OF ALABAMA
COUNTY OF JEFFERSON

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared JACOB HALL, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath acknowledged himself to be the Chief Financial Officer of SB DEV. CORP., an Alabama corporation, and that as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said corporation by himself as such officer of said company.

Witness my hand and Notarial Seal as of the 5 day of June, 2024.

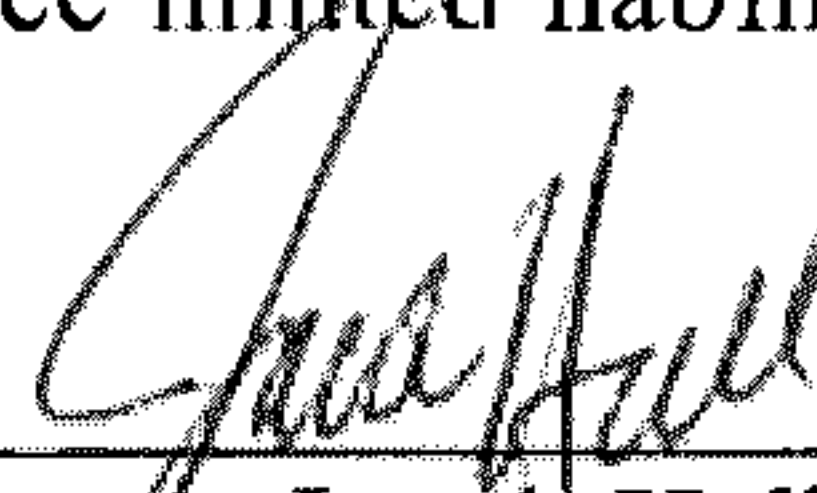

NOTARY PUBLIC
My Commission Expires: 7/12/27

ELIZABETH GRACE BRAMBLETTTE
Notary Public, Alabama State at Large
My Commission Expires July 12, 2027

MORTGAGOR:

NSH NASHVILLE, LLC,
a Tennessee limited liability company

By:



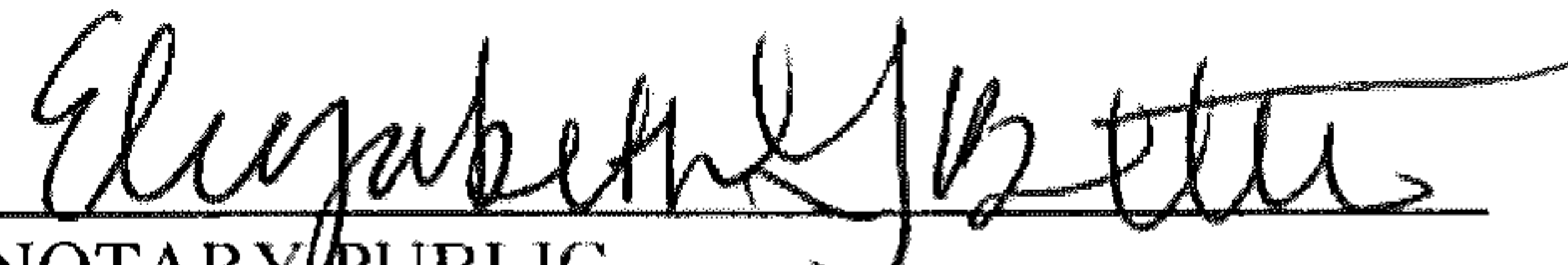
Jacob Hall
Chief Financial Officer

Its:

STATE OF ALABAMA
COUNTY OF JEFFERSON

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared JACOB HALL, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath acknowledged himself to be the Chief Financial Officer of NSH NASHVILLE, LLC, a Tennessee limited liability company, and that as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said corporation by himself as such officer of said company.

Witness my hand and Notarial Seal as of the 5 day of June, 2024.



NOTARY PUBLIC

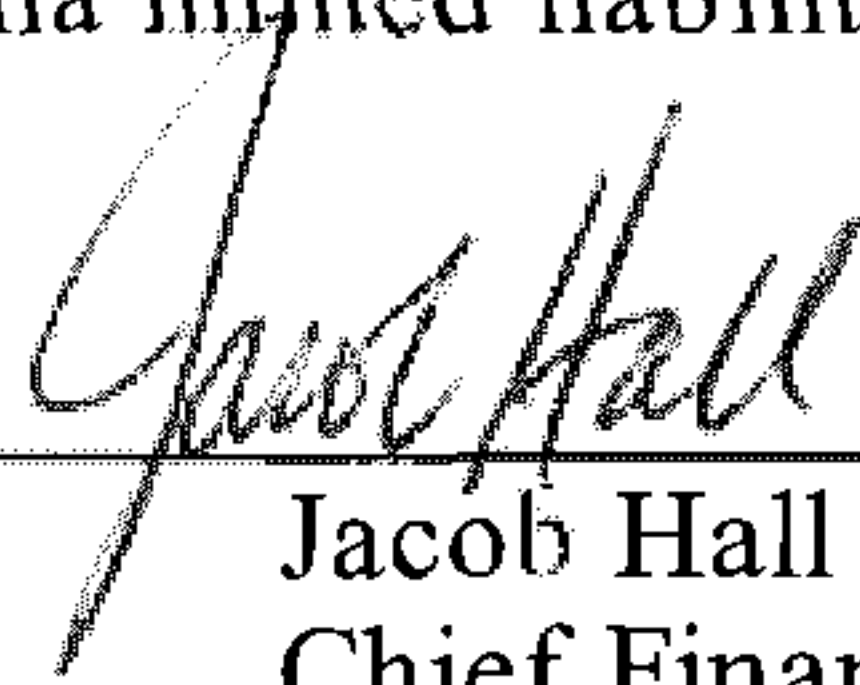
My Commission Expires: 7/12/27

ELIZABETH GRACE BRAMBLETTTE
Notary Public, Alabama State at Large
My Commission Expires July 12, 2027

MORTGAGOR:

BLACKRIDGE PARTNERS, LLC,
an Alabama limited liability company

By:



Jacob Hall

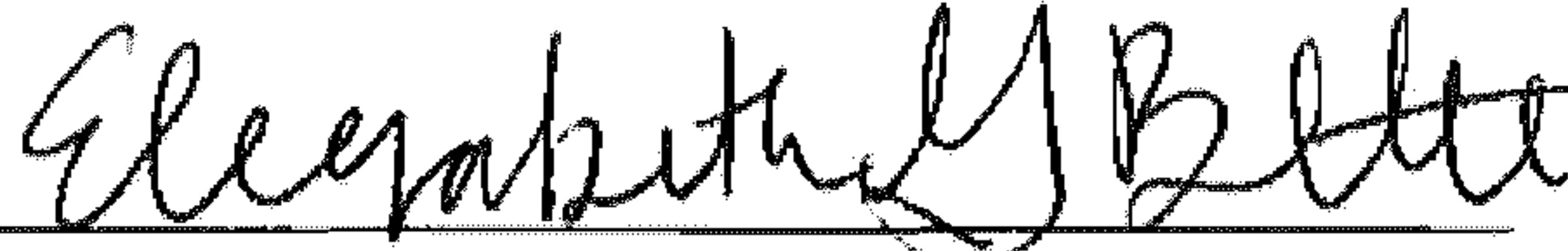
Its:

Chief Financial Officer

STATE OF ALABAMA
COUNTY OF JEFFERSON

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared JACOB HALL, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath acknowledged himself to be the Chief Financial Officer of BLACKRIDGE PARTNERS, LLC, an Alabama limited liability company, and that as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said corporation by himself as such officer of said company.

Witness my hand and Notarial Seal as of the 5 day of June, 2024.



NOTARY PUBLIC

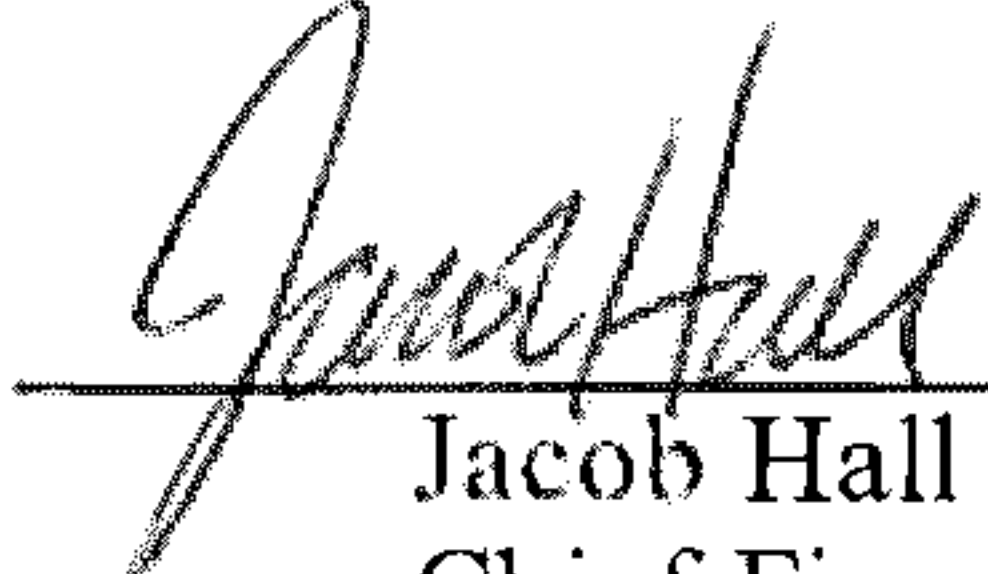
My Commission Expires:

7/12/27

ELIZABETH GRACE BRAMBLETTTE
Notary Public, Alabama State at Large
My Commission Expires July 12, 2027

MORTGAGOR:

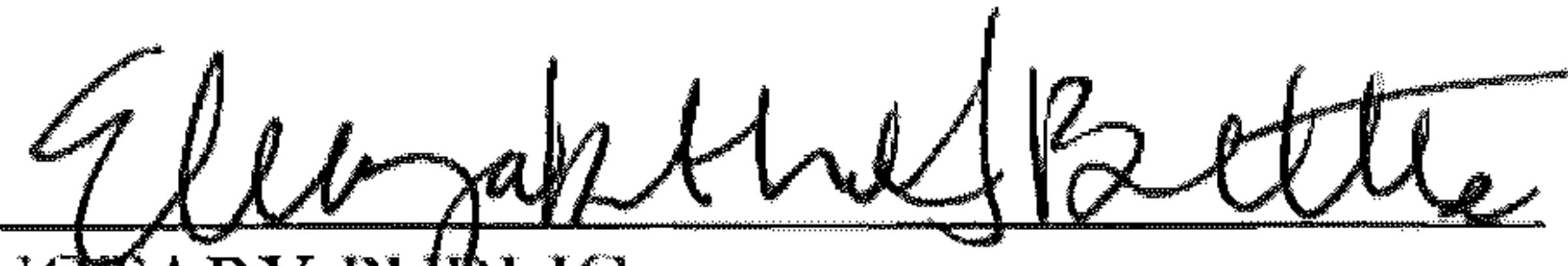
WINDSOR COURT, LLC,
an Alabama limited liability company

By: 
Jacob Hall
Its: Chief Financial Officer

STATE OF ALABAMA
COUNTY OF JEFFERSON

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared JACOB HALL, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath acknowledged himself to be the Chief Financial Officer of WINDSOR COURT, LLC, an Alabama limited liability company, and that as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said corporation by himself as such officer of said company.

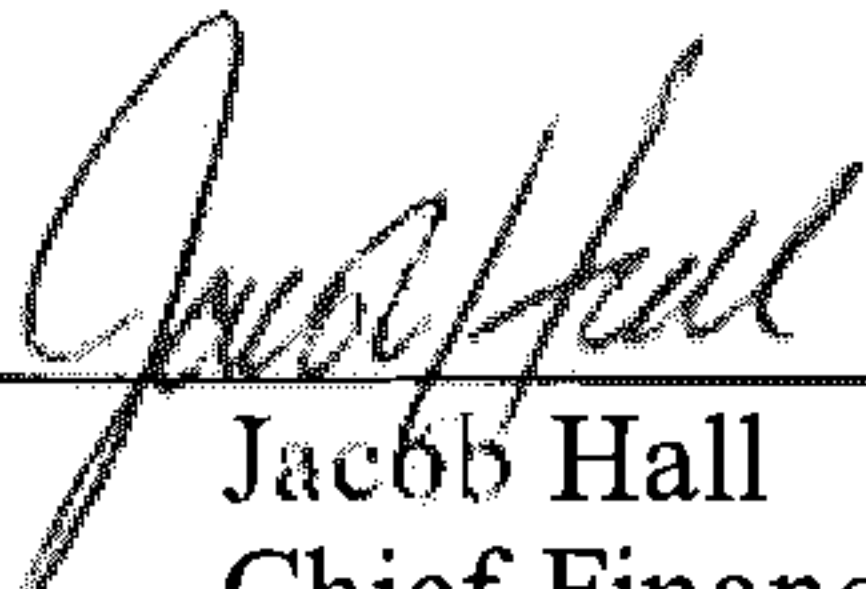
Witness my hand and Notarial Seal as of the 5 day of June, 2024.


NOTARY PUBLIC
My Commission Expires: 7/12/27

ELIZABETH GRACE BRAMBLETTTE
Notary Public, Alabama State at Large
My Commission Expires July 12, 2027

MORTGAGOR:


SIGNATURE 150, LLC,
an Alabama limited liability company

By: 
Jacob Hall
Its: Chief Financial Officer

STATE OF ALABAMA
COUNTY OF JEFFERSON

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared JACOB HALL, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath acknowledged himself to be the Chief Financial Officer of SIGNATURE 150, LLC, an Alabama limited liability company, and that as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said corporation by himself as such officer of said company.


Witness my hand and Notarial Seal as of the 5 day of June, 2024.


NOTARY PUBLIC
My Commission Expires: 7/12/27

ELIZABETH GRACE BRAMBLETTTE
Notary Public, Alabama State at Large
My Commission Expires July 12, 2027

MORTGAGOR:

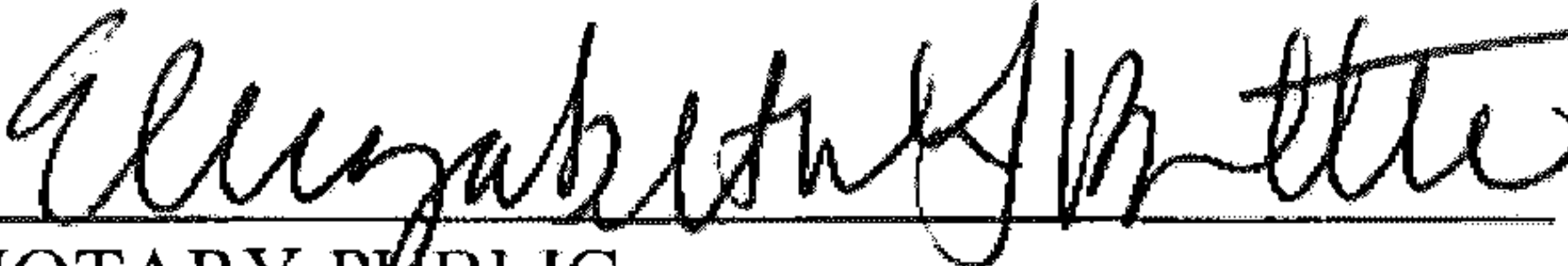
BLACKRIDGE PARTNERS II, LLC,
an Alabama limited liability company

By: 
Jacob Hall
Its: Chief Financial Officer

STATE OF ALABAMA
COUNTY OF JEFFERSON

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared JACOB HALL, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath acknowledged himself to be the Chief Financial Officer of BLACKRIDGE PARTNERS, II, LLC, an Alabama limited liability company, and that as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said corporation by himself as such officer of said company.

Witness my hand and Notarial Seal as of the 5 day of June, 2024.


NOTARY PUBLIC
My Commission Expires: 7/12/27

ELIZABETH GRACE BRAMBLETTTE
Notary Public, Alabama State at Large
My Commission Expires July 12, 2027

MORTGAGOR:

REEDS VALE, LLC,
a Tennessee limited liability company


By: 
Jacob Hall
Its: Chief Financial Officer

STATE OF ALABAMA
COUNTY OF JEFFERSON

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared JACOB HALL, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath acknowledged himself to be the Chief Financial Officer of REEDS VALE, LLC, a Tennessee limited liability company, and that as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said corporation by himself as such officer of said company.

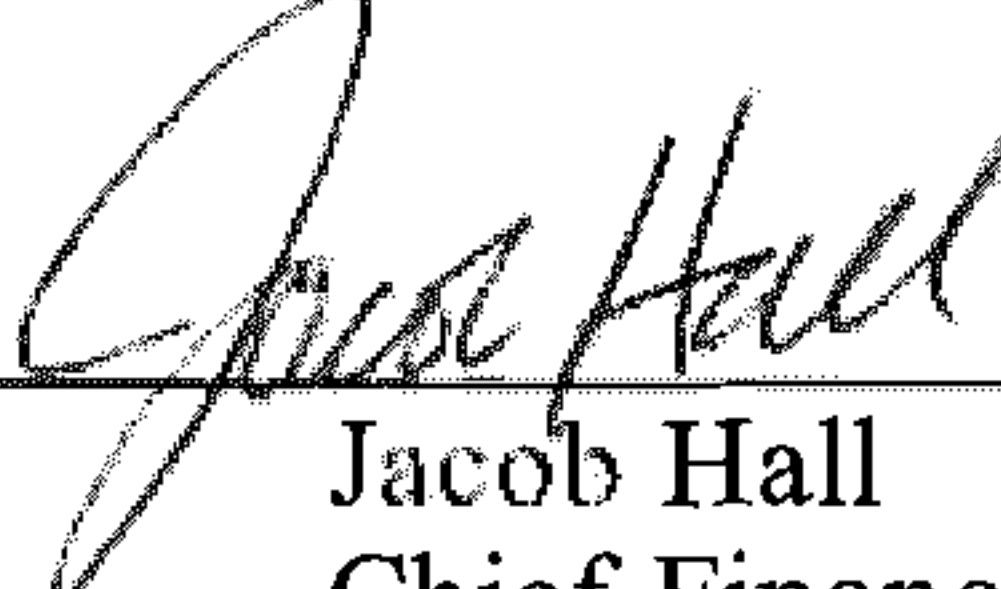
Witness my hand and Notarial Seal as of the 5 day of June, 2024.

ELIZABETH GRACE BRAMBLETTTE
Notary Public, Alabama State at Large
My Commission Expires July 12, 2027


NOTARY PUBLIC
My Commission Expires: 7/12/27

MORTGAGOR:

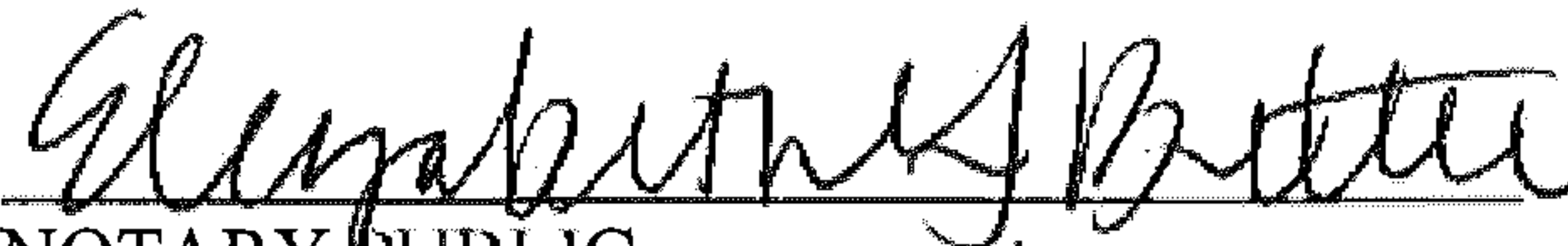
SIGNATURE JL, LLC,
a Tennessee limited liability company

By: 
Jacob Hall
Its: Chief Financial Officer

STATE OF ALABAMA
COUNTY OF JEFFERSON

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared JACOB HALL, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath acknowledged himself to be the Chief Financial Officer of SIGNATURE JL, LLC, a Tennessee limited liability company, and that as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said corporation by himself as such officer of said company.

Witness my hand and Notarial Seal as of the 5 day of June, 2024.


NOTARY PUBLIC
My Commission Expires: 7/12/27

ELIZABETH GRACE BRAMBLETTTE
Notary Public, Alabama State at Large
My Commission Expires July 12, 2027

MORTGAGOR:

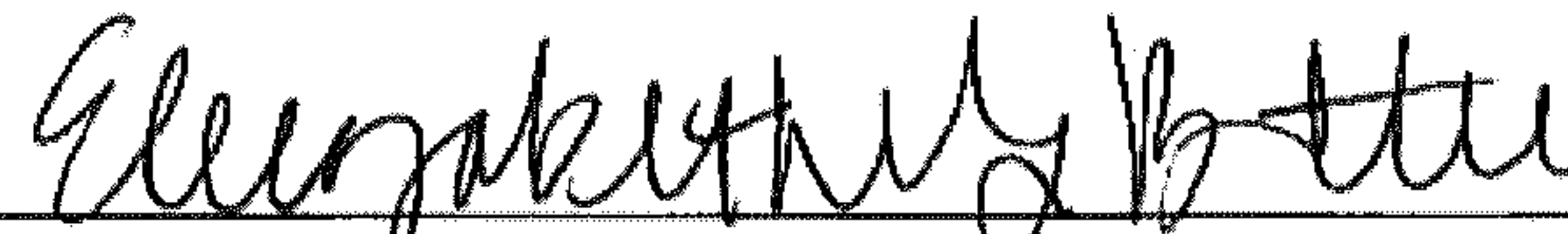
SIGNATURE PF, LLC,
a Tennessee limited liability company

By: 
Jacob Hall
Its: Chief Financial Officer

STATE OF ALABAMA
COUNTY OF JEFFERSON

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared JACOB HALL, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath acknowledged himself to be the Chief Financial Officer of SIGNATURE PF, LLC, a Tennessee limited liability company, and that as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said corporation by himself as such officer of said company.

Witness my hand and Notarial Seal as of the 5 day of June, 2024.


NOTARY PUBLIC
My Commission Expires: 7/12/27

LENDER:

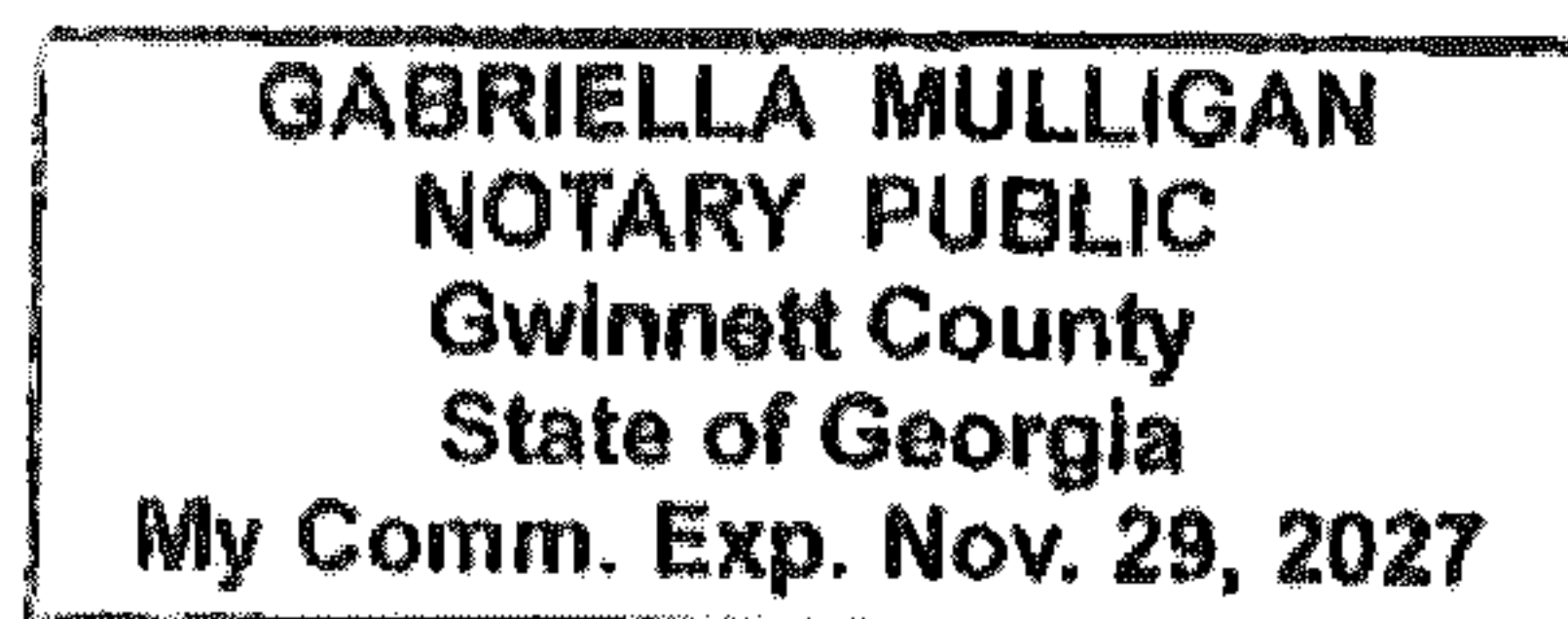
REGIONS BANK,

By: [Signature]
Print Name: SCOTT MCLAY
Its: SENIOR VICE PRESIDENT

STATE OF GEORGIA
COUNTY OF GWINNETT

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared SCOTT MCLAY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath acknowledged himself to be the SENIOR VICE PRESIDENT of REGIONS BANK, and that as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said corporation by himself as such officer of said company.

Witness my hand and Notarial Seal as of the 4 day of June, 2024.



Gabriella Mulligan
NOTARY PUBLIC
My Commission Expires: 11/29/27



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
07/01/2024 08:57:55 AM
\$78.00 LAURA
20240701000195730

Alexis S. Bayl