

This instrument prepared by and after  
recordation should be returned to:

Michael J. Brandt  
Wallace, Jordan, Ratliff & Brandt, LLC  
800 Shades Creek Parkway, Suite 400  
Birmingham, Alabama 35209

STATE OF ALABAMA        )

SHELBY COUNTY            )

### NEGATIVE PLEDGE AGREEMENT

**THIS NEGATIVE PLEDGE AGREEMENT** (the "Agreement") is made and entered into as of the 24th day of February, 2021, by and between **CENTURY/CHASE, L.L.C.**, an Alabama limited liability company (the "Borrower") and **SYNOVUS BANK**, a Georgia state banking corporation (the "Bank")

WHEREAS, the Borrower has requested that the Bank make a loan to the Borrower in the maximum principal amount of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) (the "Loan"), the Loan being evidenced by a Promissory Note of even date herewith, and the Bank has agreed to make the Loan on the condition that the Borrower execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the Loan and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Borrower agrees as follows:

1.       **Transfer or Encumbrance of the Property.** Borrower is the owner in fee simple of the real estate described on Exhibit "A" and all improvements thereon (the "Property"). Borrower acknowledges that the Bank has examined and relied on the creditworthiness of Borrower and experience of Borrower in owning and operating the Property in agreeing to make the Loan to Borrower, and that the Bank will continue to rely on Borrower's ownership of the Property as a means of maintaining the value of the Property and Borrower's ability to repay the Loan. Borrower acknowledges that the Bank has a valid interest in maintaining the value of the Property. Borrower shall not, without the prior written consent of the Bank, sell, convey, alien, mortgage, encumber, pledge or otherwise transfer the Property or any part thereof, or permit the Property or any part thereof to be sold, conveyed, aliened, mortgaged, encumbered, pledged or otherwise transferred.

2. **Insurance.** Borrower shall keep or cause to be kept the Property insured against loss or damage by fire, extended coverage perils, vandalism, malicious mischief, and any such other hazards, casualties, or other contingencies as from time to time may be required by the Bank in such manner and in such companies and amounts as the Bank may approve. All such insurance shall be replacement cost coverage rather than actual cash value coverage. Borrower shall cause duplicate originals of any and all such insurance policies to be deposited with the Bank. At least fifteen (15) business days prior to the date the premiums on each such policy or policies shall become due and payable, Borrower shall furnish to the Bank evidence of the payment of such premiums. Borrower agrees that Borrower will not take any action or fail to take any action, which action or inaction would result in the invalidation of any insurance policy required hereunder. Borrower shall give immediate notice in writing to the Bank of any loss or damage to the Property caused by any casualty. If Borrower fails to keep the Property insured as above specified, the Bank may at its option and sole discretion, and at Borrower's expense, insure the Property for its insurable value against loss by fire, wind and other hazards as specified above for the sole benefit of the Bank.

3. **Taxes and Assessments.** Borrower will pay all taxes and assessments against or affecting the Property as the same shall become due and payable, and, if Borrower fails to do so, the Bank may pay them, together with all costs and penalties thereon, at Borrower's expense. Notwithstanding the foregoing, Borrower may in good faith by appropriate proceedings contest the validity of such taxes and assessments and, pending such contest, Borrower shall not be deemed in default hereunder due to such nonpayment if (i) prior to delinquency of the asserted tax or assessment, Borrower furnishes the Bank an indemnity bond, conditioned that such tax or assessment with interest, cost and penalties be paid as herein stipulated secured by a deposit in cash, or security acceptable to the Bank, or with surety acceptable to the Bank, in the amount of the tax or assessment being contested by Borrower, and a reasonable additional sum to pay all possible costs, interest and penalties imposed or incurred in connection therewith, and (ii) Borrower promptly pays any amount adjudged by a court of competent jurisdiction to be due, with all costs, penalties and interest thereon, before such judgment becomes final.

4. **Waste, Demolition, Alteration, Replacement or Repair of Property.** Borrower shall cause the Property and every part thereof to be maintained, preserved, kept safe and in good repair, and in good working condition. Borrower shall not commit or permit waste thereon. Borrower shall not remove, demolish or alter the design or structural character of the Project or the Property now or hereafter erected on the Real Estate without the express prior written consent of the Bank. Borrower shall comply with all laws and regulations of any governmental authority with reference to the Property and the manner and use of the same, and shall from time to time make all necessary and proper repairs, renewals, additions and restorations thereto so that the value and efficient use thereof shall be fully preserved and maintained. Borrower will discharge all claims for labor performed and material furnished therefor, and will not suffer any lien of mechanics or materialmen to attach to any part of the Property. Borrower agrees not to remove any of the fixtures included in the Property without the express prior written consent of the Bank and unless the same is immediately replaced with like property of at least equal value and utility.



The Bank and other persons authorized by the Bank shall have access to and the right to enter and inspect the Property at all reasonable times, and upon reasonable notice to Borrower, including monthly inspections if deemed necessary by the Bank. In the event the Bank finds that Borrower is not maintaining the Property as referenced herein, the Bank shall notify Borrower in writing of the needed repairs and Borrower shall have ten (10) business days to make satisfactory arrangements to bring the Property back to good condition. If after such time, satisfactory arrangements have not been made to bring the Property back to good condition as determined by the sole discretion of the Bank, the Bank shall have the right to make the repairs required at the expense of Borrower as previously enunciated in this Agreement, or shall have the right to declare the Loan to be at once due and payable.

5. **Financial Statements.** Borrower shall deliver to the Bank such financial statements as the Bank reasonably may request.

6. **Notice of Litigation.** Borrower consents and agrees that it will give notice to the Bank of any litigation in which Borrower becomes involved and will continue to thereafter provide to the Bank periodic statements of the status and progress of such litigation as may be requested by the Bank.

7. **Hold Harmless.** Borrower will defend, at its own cost and expense, and hold the Bank harmless from, any proceeding or claim affecting the Property. All costs and expenses incurred by Borrower in protecting its interests hereunder, including all court costs and reasonable attorneys' fees, shall be borne by Borrower.

8. **Notices by Governmental Authority, Fire and Casualty Losses, Etc.** Borrower shall timely comply with and promptly furnish to the Bank true and complete copies of any official notice or claim by any governmental authority pertaining to the Property. Borrower shall promptly notify the Bank of any fire or other casualty or any notice or taking of eminent domain action or proceeding affecting the Property.

9. **Recording and Filing.** This Agreement and all applicable Loan Documents and all amendments, supplements and extensions thereto and substitutions therefor shall be recorded, filed, rerecorded and refiled in such manner and in such places as the Bank shall reasonably request, and Borrower will pay all such recording, filing, rerecording and refiling fees, title insurance premiums, and other charges.

10. **Termination.** If Borrower shall: (A) pay in full (i) the Loan including but not limited to all sums (principal, interest and charges) payable under the Note and any and all extensions and renewals of the same (including future advances); and (ii) all sums becoming due and payable by Borrower under the terms of this Agreement and the Loan Documents, including but not limited to advancements made by the Bank pursuant to the terms and conditions of this Agreement; and (B) have kept and performed each and every obligation, covenant, duty, condition and agreement herein imposed on or agreed to by Borrower; then this Agreement shall become

null and void and the Bank in such case shall, upon the request of Borrower and at Borrower's cost and expense, deliver to Borrower proper instruments acknowledging termination of this Agreement; otherwise, this Agreement shall remain in full force and effect.

11. **Notice and Addresses for Notices.** All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person or by email transmission, (ii) one (1) Business Day (defined below) after having been deposited for overnight delivery with any reputable overnight courier service, or (iii) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Borrower: Century/Chase, L.L.C.  
2 Office Park Circle, Suite 1  
Birmingham, Alabama 35223  
Attention: Richard T. Darden  
Email: \_\_\_\_\_

If to the Bank: Synovus Bank  
800 Shades Creek Parkway  
Birmingham, Alabama 35209  
Attention: Albert P. Finch, IV  
Email: albertfinch@synovus.com

With a copy to: Michael J. Brandt  
Wallace, Jordan, Ratliff & Brandt, LLC  
800 Shades Creek Parkway, Suite 400  
Birmingham, Alabama 35209  
Email: mbrandt@wallacejordan.com

or addressed as such party may from time to time designate by written notice to the other parties. Either party by notice to the other may designate additional or different addresses for subsequent notices or communications. "Business Day" shall mean a day upon which commercial banks are not authorized or required by law to close in Alabama.

IN WITNESS WHEREOF, the undersigned has hereunto set its signature and seal, this 24th day of February, 2021.

CENTURY/CHASE, L.L.C.,  
an Alabama limited liability company

By: Richard T. Darden  
Richard T. Darden  
Its Manager

STATE OF ALABAMA     )  
                                      )  
JEFFERSON COUNTY    )

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Richard T. Darden, whose name as Manager of Century/Chase, L.L.C., 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 sole member 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 25 of February, 2021.

Margaret Hall Westenhof  
Notary Public

[NOTARIAL SEAL]

My commission expires: 3/12/22

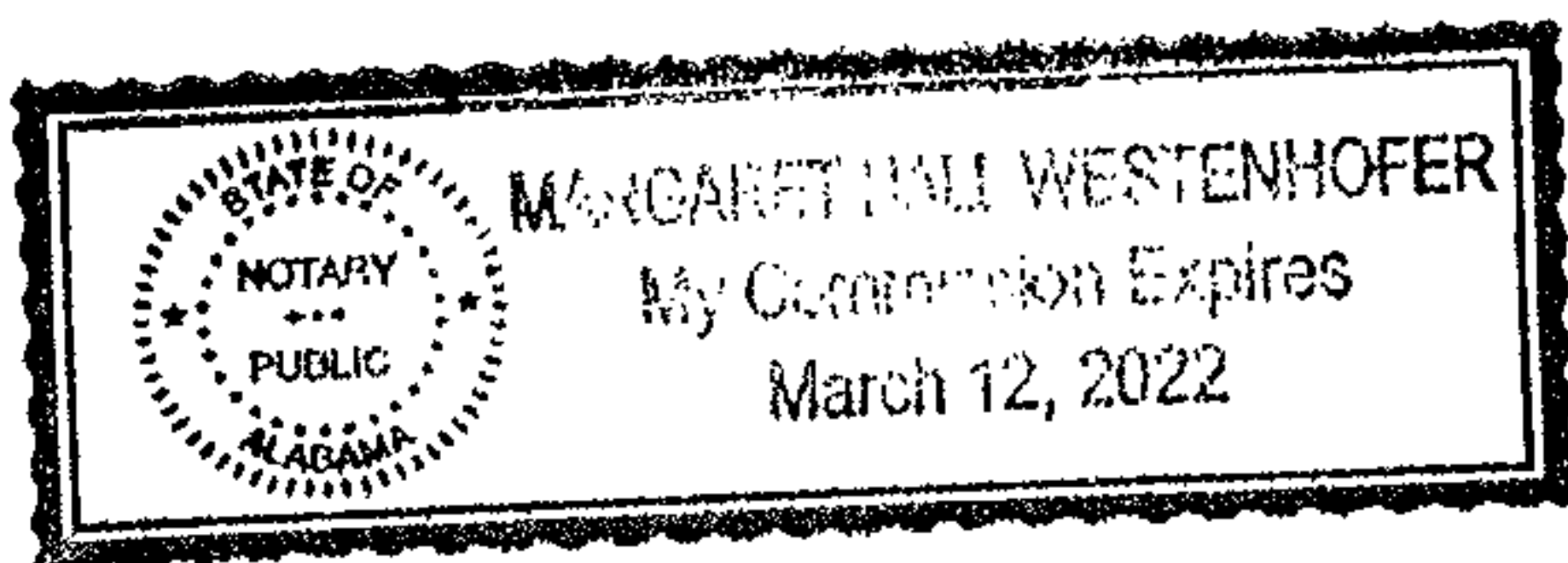
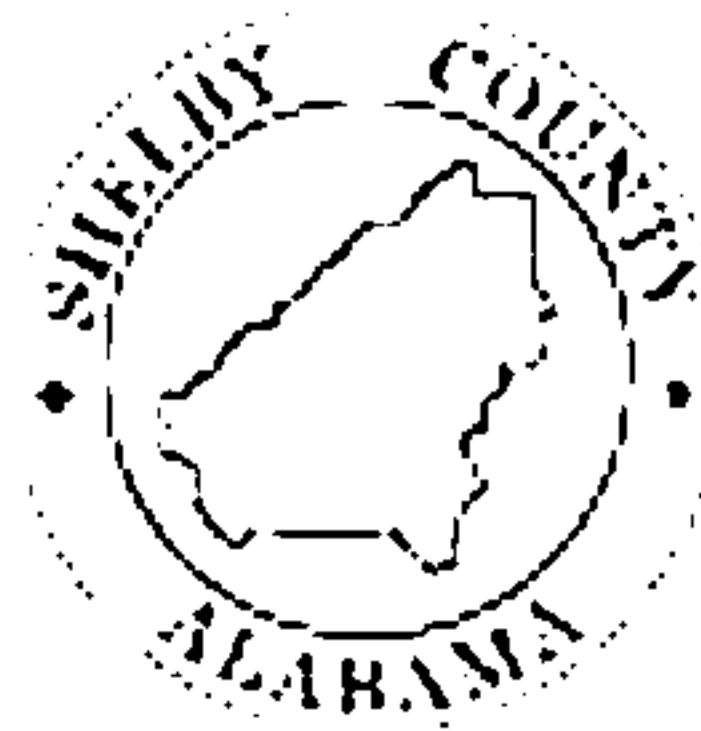


EXHIBIT "A"

LEGAL DESCRIPTION

**Lot1 according to the Final Plat of Chase Park South II, recorded in Map Book 41, Page 150 in the Probate Office of Shelby County, Alabama**



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
03/02/2021 10:08:37 AM  
\$37.00 CHERRY  
20210302000103610

*Allen S. Bayl*