

SECOND AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

THIS SECOND AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT is dated as of the 27th day of March, 2024, by and between **CHELSEA PARK HOLDING, LLC**, a Delaware limited liability company ("Mortgagor") and **BRYANT BANK**, an Alabama state banking corporation ("Mortgagee").

WHEREAS, Mortgagor executed and delivered to Mortgagee that certain Mortgage and Security Agreement dated May 26, 2021 recorded as Instrument 20210527000261750 with the Shelby County Judge of Probate, as amended by that certain Amendment to Mortgage and Security Agreement dated December 22, 2021 recorded as Instrument 20211229000611310 with the Shelby County Judge of Probate (as amended, the "Mortgage"); and

WHEREAS, Mortgagor has requested that Mortgagee extend additional credit to Mortgagor, and Mortgagee is willing to do so on condition that Mortgagor execute and deliver this Amendment;

NOW, THEREFORE, in consideration of the premises, Mortgagor and Mortgagee hereby agree as follows:

1. In addition to the Secured Debt described in the Mortgage, the Mortgage shall also secure the following:
 - (i) payment of a certain Promissory Note in the principal sum of \$137,167.00 dated November 30, 2023, executed by Mortgagor, payable to the order of Mortgagee, bearing interest as provided in said note, and any and all renewals, extensions, modifications, substitutions or increases of said note or any part thereof (the "2023 Sealing Coat Note"), which is also secured by a Mortgage and Security Agreement recorded concurrently herewith, upon which mortgage recording privilege taxes have been paid; and
 - (ii) payment of a certain Promissory Note in the principal sum of \$310,000.00 dated of even date herewith, executed by Mortgagor, payable to the order of Mortgagee, bearing interest as provided in said note, and any and all renewals, extensions, modifications, substitutions or increases of said note or any part thereof (the "Sector 21 Phase 2B Note"), which is also secured by a Mortgage and Security Agreement recorded concurrently herewith, upon which mortgage recording privilege taxes have been paid.
2. Section 36 of the Mortgage is hereby deleted in its entirety and replaced with the following in lieu thereof: 'The happening of any Event of Default under Article 5 of that certain Development Loan Agreement (Sector 21 Phase 2A) between Mortgagor and Mortgagee dated of even date herewith shall constitute an Event of Default under this Mortgage.'

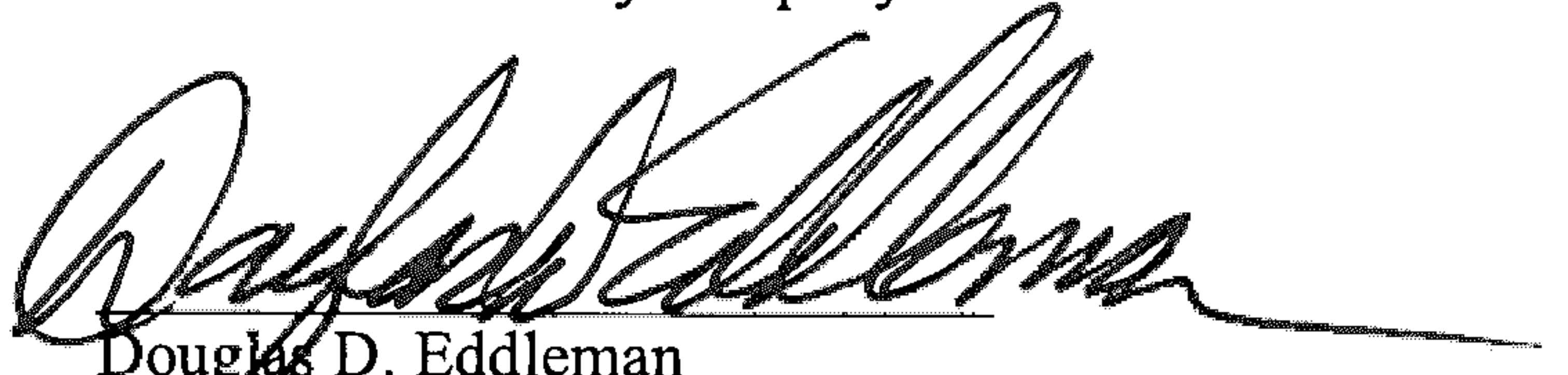
3. Except as amended hereby, the Mortgage shall remain in full force and effect, and its provisions are ratified and affirmed.

[Signatures appear on the following pages]

IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this Amendment as of the date first above-written.

CHELSEA PARK HOLDING, LLC,
an Alabama limited liability company

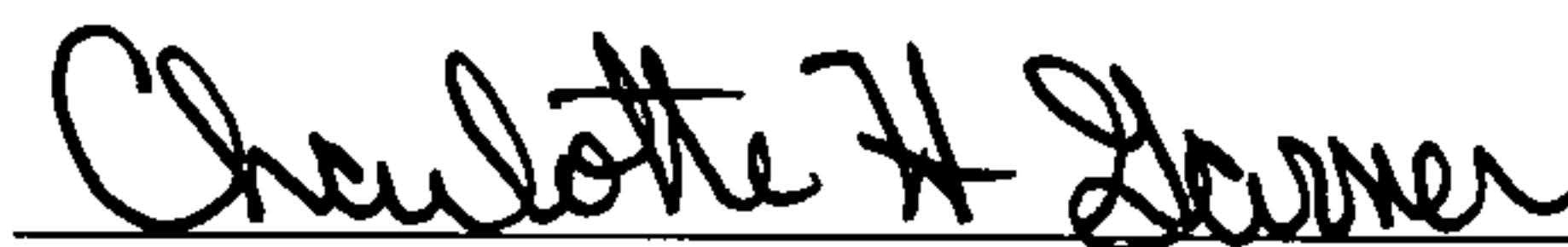
By:


Douglas D. Eddleman
Its Manager

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Douglas D. Eddleman, whose name as Manager of Chelsea Park Holding, LLC, a Delaware 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, in such capacity and with full authority, executed the same voluntarily for and as the act of said company.

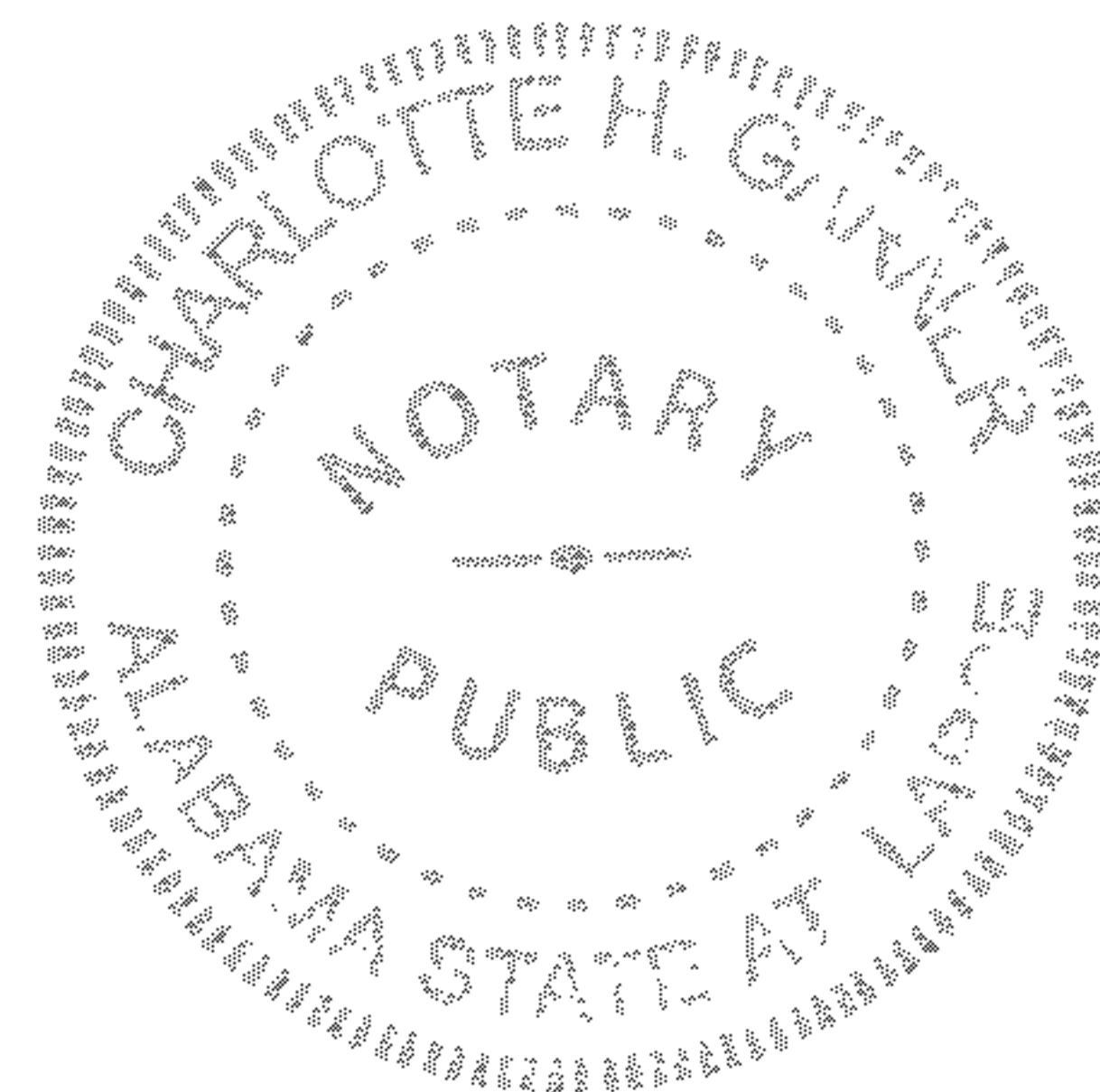
Given under my hand and official seal this 22nd of March, 2024.



Notary Public

My commission expires: 10/15/2025

[NOTARIAL SEAL]



BRYANT BANK,
an Alabama state banking corporation


By:


Randall W. Jordan
Its Market President

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Randall W. Jordan, whose name as Market President of Bryant Bank, an Alabama state 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 said instrument, he, in such capacity and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 27th of March, 2024.


Notary Public
My commission expires: March 14, 2027

[NOTARIAL SEAL]



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
03/28/2024 02:21:04 PM
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Alvin S. Bayl