

*This instrument was prepared by and  
upon recording should be returned to:*

William C. Byrd, II, Esq.  
Bradley Arant Boult Cummings LLP  
One Federal Place  
1819 Fifth Avenue North  
Birmingham, Alabama 35203

*Cross Reference:*

**Instrument No. 20220308000097070**

**Mortgage tax in the amount of \$5,329.00 was previously paid on the filing of the Mortgage at Instrument No. 20220308000097070. The loan amount is increased by \$2,000,000.00. Mortgage tax in the amount of \$3,000.00 is due on the filing of this Amendment.**

**STATE OF ALABAMA )**

**COUNTY OF SHELBY )**

**AMENDMENT TO SECURITY INSTRUMENTS**

**THIS AMENDMENT TO SECURITY INSTRUMENTS** (this “Amendment”), dated effective as of this 20<sup>th</sup> day of May, 2024, by and among **HIGH TIDE OIL COMPANY, INC.**, an Alabama corporation (the “Borrower”), whose address is 2700 Kelley Creek Road, Moody, Alabama 35004 and **SERVISFIRST BANK**, an Alabama banking corporation (the “Lender”), whose address is 2500 Woodcrest Place, Birmingham, Alabama 35209.

**RECITALS**

A. Borrower is indebted to Lender pursuant to that certain Promissory Note dated as of March 7, 2022, in favor of Lender in the principal amount \$3,500,000.00 (as amended, modified or extended, the “Note”). The Note is secured by, among other things, that certain (i) Mortgage dated as of March 7, 2022, by Borrower in favor of Lender, recorded on March 8, 2022, in the Office of the Judge of Probate of Shelby County, Alabama as Instrument No. 20220308000097070 (as amended or modified, the “Mortgage”) and (ii) Assignment of Rents and Leases dated as of February 26, 2020, recorded on March 8, 2022, in the Office of the Judge of Probate of Shelby County, Alabama as Instrument No. 20220308000097080 (as amended or modified, the “Assignment”). *Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Mortgage.*

B. Borrower has requested that the maximum principal amount of the Loan, as set forth in the Note, be increased by \$2,000,000.00 such that maximum principal amount of the Loan following such increase shall be equal to \$5,345,333.35. The Lender has agreed to such increase of the Loan.

C. In connection with execution of this Amendment, the parties desire to amend the Mortgage and Assignment accordingly.

## AGREEMENT

**NOW, THEREFORE**, in consideration of the recitals above and other good and valuable consideration, the parties agree as follows:

1. The Mortgage and Assignment, as amended by this Amendment, shall from the date hereof forward secure the repayment of the Loan in the increased maximum principal amount of \$2,000,000.00, as evidenced by the Note. Any reference in the Mortgage and Assignment to \$3,500,000.00 is deleted and in lieu thereof \$5,345,333.35 is inserted.

2. Borrower represents and warrants that to the best of its knowledge all representations and warranties set forth in the Mortgage and Assignment are true and correct on the date hereof, and Borrower has no knowledge that any other representations or warranties are untrue.

3. Borrower represents and warrants that to the best of its knowledge no Event of Default, or event which with the giving of notice or lapse of time, or both, would constitute an Event of Default, has occurred or exists.

4. No right of Lender with respect to the Mortgage and Assignment or any other loan documents executed in connection with the Note, the Mortgage and Assignment and any and all other documents evidencing and/or securing the Loan (collectively, the "Loan Documents") are or will be in any manner released, destroyed, diminished, or otherwise adversely affected by this Amendment.

5. All references in the Loan Documents to the Mortgage and Assignment shall be deemed to refer, from and after the date hereof, to the Mortgage and Assignment, as amended hereby, and as the same may be hereinafter amended.

6. Except as hereby expressly modified and amended, the Mortgage and Assignment shall remain in full force and effect, and the Mortgage and Assignment, as herein so amended, is hereby certified and affirmed in all respects. Borrower confirms that it has no defenses or setoffs with respect to its obligations pursuant to the Mortgage and Assignment, as herein amended.

7. This Amendment shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns.

8. This Amendment may be executed in counterparts, each of which shall be an original, but all of which when taken together shall constitute one and the same instrument.

9. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, BORROWER HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING OUT OF OR IN ANY WAY PERTAINING OR RELATING TO THIS AMENDMENT, THE MORTGAGE, OR THE OTHER LOAN DOCUMENTS, OR (ii) IN ANY WAY CONNECTED WITH OR PERTAINING OR RELATED TO OR INCIDENTAL TO ANY DEALINGS OF THE PARTIES HERETO WITH RESPECT TO THIS AMENDMENT, THE MORTGAGE, OR THE OTHER LOAN DOCUMENTS OR IN CONNECTION WITH THE TRANSACTIONS RELATED THERETO OR CONTEMPLATED THEREBY OR THE EXERCISE OF EITHER PARTY'S RIGHTS AND REMEDIES THEREUNDER, IN ALL OF THE FOREGOING CASES WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BORROWER AGREES THAT LENDER MAY FILE A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY**

**AND BARGAINED AGREEMENT OF BORROWER IRREVOCABLY TO WAIVE ITS RIGHT TO TRIAL BY JURY, AND THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY DISPUTE OR CONTROVERSY WHATSOEVER BETWEEN BORROWER AND LENDER SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.**

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have caused this Amendment to be properly executed and delivered as of the day and year first above written.

**BORROWER:**

**HIGH TIDE OIL COMPANY, INC.**, an Alabama corporation

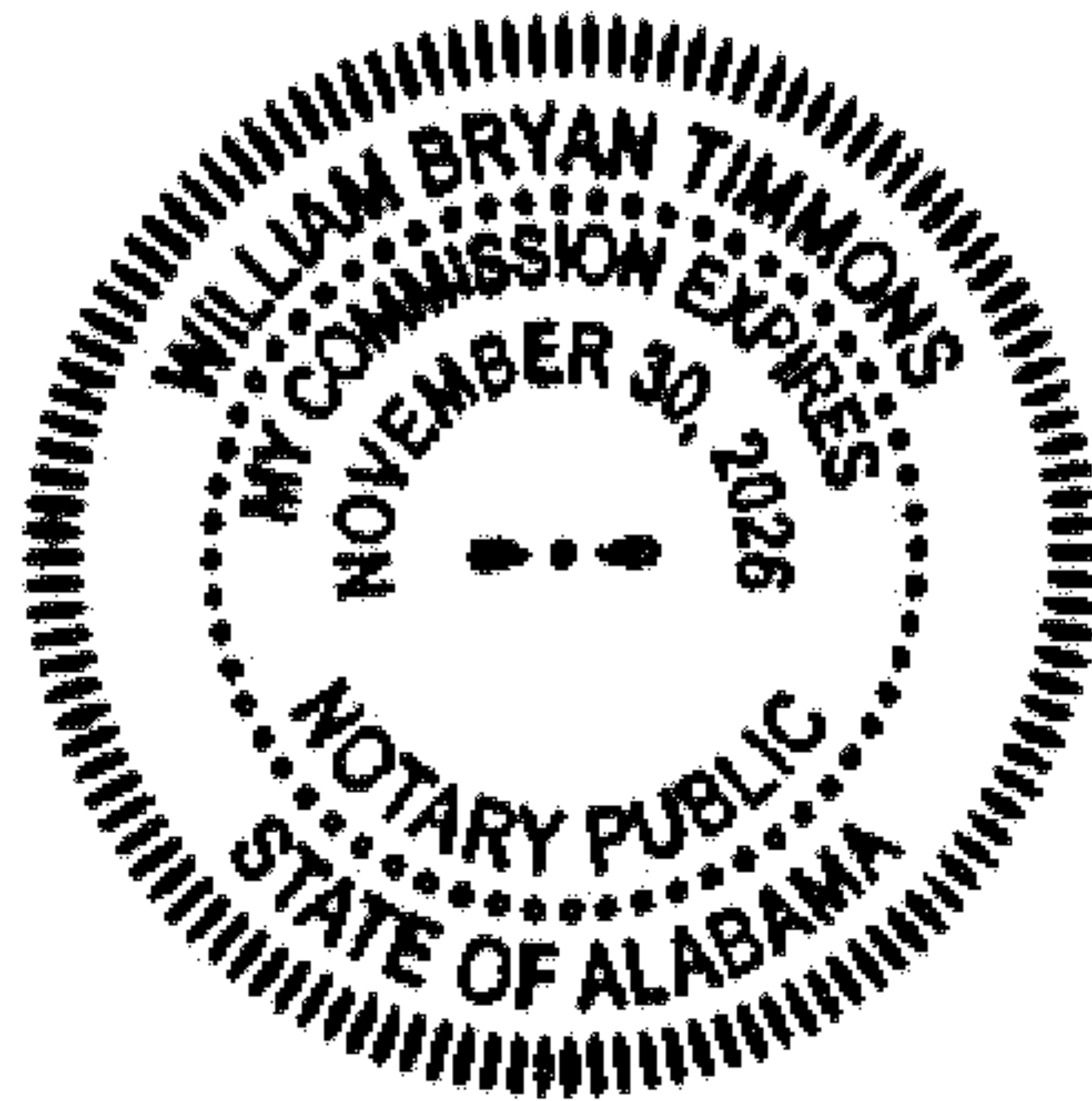
By: [Signature]  
Name: Russell Jolly  
Its: Pres

STATE OF ALABAMA )  
:  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Russell Jolly, whose name as President of High Tide Oil Company, Inc., 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 executed the same voluntarily on the day same bears date.

Given under my hand this 20th day of May, 2024.


[SEAL]



[Signature]  
NOTARY PUBLIC  
My Commission Expires: November 30, 2026

**LENDER:**

**SERVISFIRST BANK,**  
an Alabama banking corporation

By:   
Name: Lee McKinnon  
Title: Senior Vice President

**STATE OF ALABAMA**

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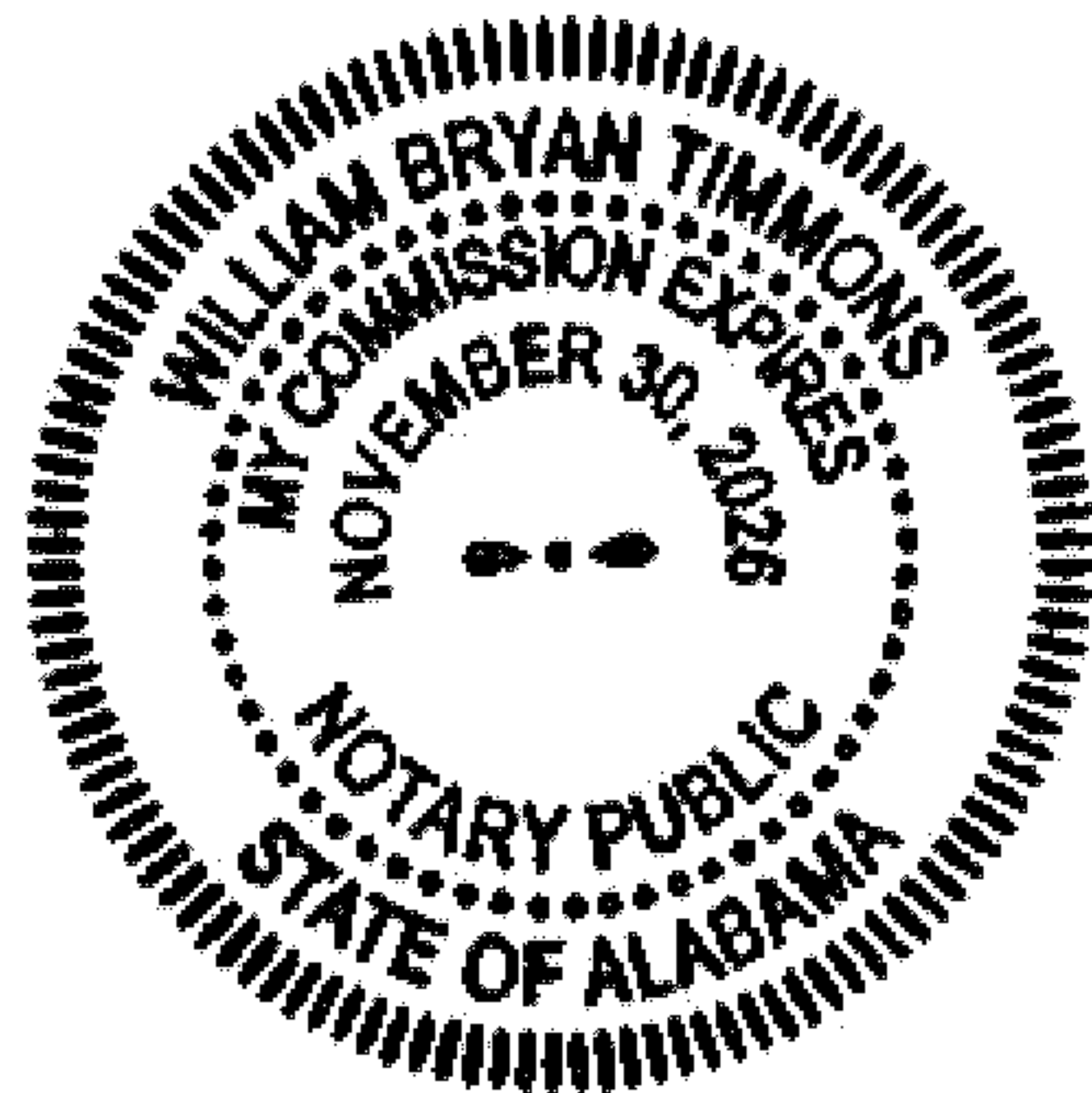
**JEFFERSON COUNTY**

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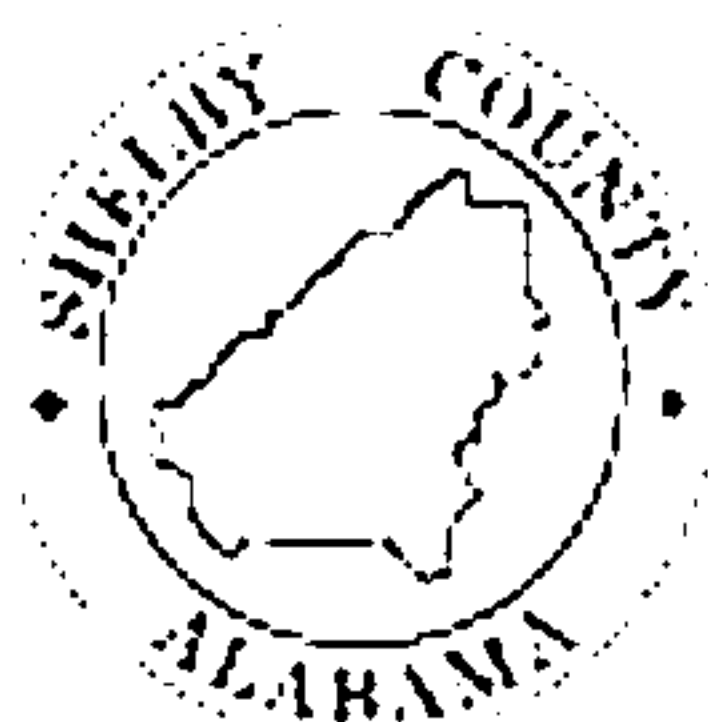
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Lee McKinnon, whose name as Senior Vice President of ServisFirst Bank, an Alabama banking corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, 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 banking corporation.

Given under my hand this 20th day of May, 2024.

[SEAL]



William Timmons  
NOTARY PUBLIC  
My Commission Expires: November 30, 2025



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
05/21/2024 02:49:09 PM  
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Allie S. Bayl