

This instrument prepared by:

William C. Byrd, II, Esq.
Bradley Arant Boult Cummings LLP
1819 5th Avenue North
Birmingham, Alabama 35203
(205) 521-8000

STATE OF ALABAMA)

COUNTIES OF JEFFERSON AND SHELBY)

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

THIS AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES (this "Agreement") is made and entered into as of the 12th day of June, 2024, by and between **BLACKRIDGE PARTNERS, LLC**, an Alabama limited liability company ("Blackridge"), **FLEMMING PARTNERS, LLC**, an Alabama limited liability company ("Flemming"), **LAKE WILBORN PARTNERS, LLC**, an Alabama limited liability company ("Wilborn"), **STOCKTON PARTNERS, LLC**, an Alabama limited liability company ("Stockton"), **SB HOLDING CORP.**, an Alabama corporation ("SB Holding"), **SB DEV. CORP.**, an Alabama corporation ("SB Dev"), **NSH CORP.**, an Alabama corporation ("NSH" and together with Blackridge, Flemming, Wilborn, Stockton, SB Holding and SB Dev, collectively, the "Original Mortgagor") and **SIGNATURE 150, LLC**, an Alabama corporation ("Signature 150") ("Signature 150" and, together with Original Mortgagor, collectively, "Borrower" or the "Mortgagor"), as mortgagor, (the "Mortgagor"), and **SERVISFIRST**, an Alabama banking corporation (the "Mortgagee").

Recitals

A. Mortgagor previously obtained a loan in the principal amount of Ten Million and 00/100 Dollars (\$10,000,000.00) as evidenced by a Revolving Promissory Note dated December 23, 2019, made by Mortgagor in favor Mortgagee (as amended or modified, the "Note").

B. The Note is secured by (a) that certain Mortgage and Security Agreement made by Original Mortgagor in favor of Mortgagee, and recorded on December 30, 2019 as Instrument Number 2019135463 in the Office of the Judge of Probate of Jefferson County, Alabama and recorded on January 3, 2020 as Instrument Number 2020103000005520 in the Office of the Judge of Probate of Shelby County, Alabama (as amended, modified or restated, the "Mortgage") and (b) that certain Assignment of Rents and Leases made by Original Mortgagor in favor of Mortgagee, and recorded on December 30, 2019 as Instrument Number 2019135464 in the Office of the Judge of Probate of Jefferson County, Alabama and recorded on January 3, 2020 as Instrument Number 2020103000005530 in the Office of the Judge of Probate of Shelby County, Alabama (as amended, modified or restated, the "ARL"), in each case encumbering the real property described on Exhibit A-1 attached hereto and made a part hereof (the "Original Property"). *Capitalized terms used herein and not defined shall have the meaning assigned to them in the Mortgage.*

C. Signature 150 is the owner of certain real property located in Jefferson County, Alabama and Shelby County, Alabama, which is legally described on Exhibit A-2 attached hereto and made a part hereof (the "Additional Property" and together with the Original Property, collectively, the "Property"). Signature 150 has agreed to grant to the Mortgagee a mortgage on such Additional Property as additional collateral for the Note.

D. Accordingly, the Mortgagor and Mortgagee have agreed that the terms of the Mortgage and ARL be renewed and amended as described herein, and that the Mortgage and ARL, as renewed and amended hereby, shall secure the Note. The Mortgagor acknowledges that the execution of this Agreement confers a real and substantial benefit upon Mortgagor and further acknowledges that it is supported by good and valuable consideration.

Agreement

NOW, THEREFORE, in consideration of the sum of Ten and No/100ths Dollars (\$10.00), the recitals hereinabove set forth which are an integral part of this Agreement and not mere recitals thereto, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound agree as follows:

1. Recitals. The foregoing recitals are true and correct.
2. Modification of Mortgage and ARL. The Mortgage and ARL are hereby modified to amend the term or terms defined to identify Original Mortgagor as "mortgagor", "owner" or similar term in such Loan Documents, such that from and after the date of this Agreement, such term or terms instead identify the Mortgagor as such mortgagor, owner, or similar term.
3. Additional Property. The description of the Original Property set forth on Exhibit A to the Mortgage and ARL is hereby amended to include the Additional Property, and the Property, as supplemented hereby, shall secure the Note and the other Loan Documents. The term "Land" as used in the Mortgage and "Land" as used in the ARL, shall hereinafter be deemed to refer to the Property.
4. Grant. NOW, THEREFORE, in order to secure and enforce the payment, performance and observance of the indebtedness identified and secured under the Mortgage, and for and in consideration of the Loan and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Mortgagor hereby executes and delivers the Mortgage (as amended by this Agreement) to the Mortgagee and hereby grants, bargains, hypothecates, mortgages, sells, transfers, conveys, assigns, warrants and confirms unto the Mortgagee, its successors and assigns, all of the Mortgagor's right, title and interest in and to the Property, together with and including a first security interest in that portion of the Property comprising the collateral under the Mortgage (as amended hereby),

TO HAVE AND TO HOLD the Expanded Property, all parts thereof, and all and singular the rights, hereditaments and appurtenances appertaining or belonging thereto, unto the Mortgagee, its successors and assigns, to its own use and benefit, subject, however to the terms and conditions of the Mortgage (as amended by this Agreement).

PROVIDED HOWEVER, that if the Mortgagor shall promptly pay or cause to be paid to the Mortgagee all of the principal and interest payable under the Note, at the times and in the manner stipulated therein, herein, and in all other instruments securing the Note, all without any deduction or credit for taxes or other similar charges paid by the Mortgagor, and shall keep, perform and observe all the covenants and promises in the Note, and any renewal, extension or modification thereof, and in the Mortgage (as amended by this Agreement) and in all other instruments securing the Note, to be kept, performed or observed by the Mortgagor, then the Mortgage (as amended by this Agreement), and all the properties, interest and rights hereby granted, conveyed and assigned shall cease and be void, but shall otherwise remain in full force and effect.

5. No Novation. It is the intent of the parties hereto that the transaction contemplated hereby shall not be a novation of the loan previously made by the Mortgagee to the Mortgagor and will not affect the lien priority of the Mortgage.

6. Ratification of Liens. The Mortgagor ratifies and confirms the lien and security interests of the Mortgage upon and in any and all property, real, personal or mixed, tangible or intangible, now or hereafter encumbered by the Mortgage and grants to the Mortgagee the benefit of a lien upon and security interest in all such property as security for the indebtedness evidenced by the Note.

7. Acknowledgment of Mortgagor. The Mortgagor acknowledges by the execution hereof that Mortgagor has no actions, defenses, demands and/or claims of set-off or deduction whatsoever, against (i) the Mortgagee, (ii) the indebtedness evidenced by the Note and owed to the Mortgagee, or (iii) the Mortgage. Furthermore, the Mortgagor acknowledges that, to its knowledge, as of the date hereof, the Mortgagee has in no way defaulted or performed any act or omission under the Note, the Mortgage or the Loan Documents or any other agreements between the Mortgagor and the Mortgagee which would give rise to any action or actions, cause or causes of action, suits, debts, sums of money, damages, claims, costs, expenses and/or demands whatsoever, in law or in equity or otherwise, by the Mortgagor against the Mortgagee.

8. Indemnification. The Mortgagor indemnifies and agrees to defend and hold the Mortgagee harmless against any and all mortgage tax and other recording taxes, if any, imposed on the Mortgagee by virtue of its execution of this Agreement or its ownership of the Note or the Mortgage, including any and all penalties, interest and attorneys' fees incurred by the Mortgagee in connection therewith, and the Mortgagor agrees to pay any and all such taxes due hereunder within fifteen (15) days after receipt by Mortgagor of notice thereof. In the event of a failure by the Mortgagor to pay such taxes upon demand and should the Mortgagee elect to pay the same, the same shall be deemed an event of default by the Mortgagor, and all such charges shall be secured by the lien of the Mortgage and shall bear interest at the default rate provided in the Note from the date of advance by the Mortgagee until paid by the Mortgagor. The provisions of this paragraph shall survive repayment of the Note and the satisfaction of the Mortgage so long as a claim may be asserted by the State of Alabama or any of its agencies.

9. Binding Effect; Governing Law. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. This Agreement shall be governed under the laws of the State of Alabama.

10. Ratification of Loan Documents. Except as expressly modified hereby, the terms and conditions of the Mortgage and the Loan Documents shall remain in full force and effect and are hereby ratified and confirmed.

11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original instrument, but all such counterparts together shall constitute one and the same instrument.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective the day and year first above written.

BLACKRIDGE PARTNERS, LLC,
an Alabama limited liability company

By: SB Holding Corp.
Its: Managing Member

By: 
Jacob Hall, Chief Financial Officer

STATE OF ALABAMA

)

:

JEFFERSON COUNTY

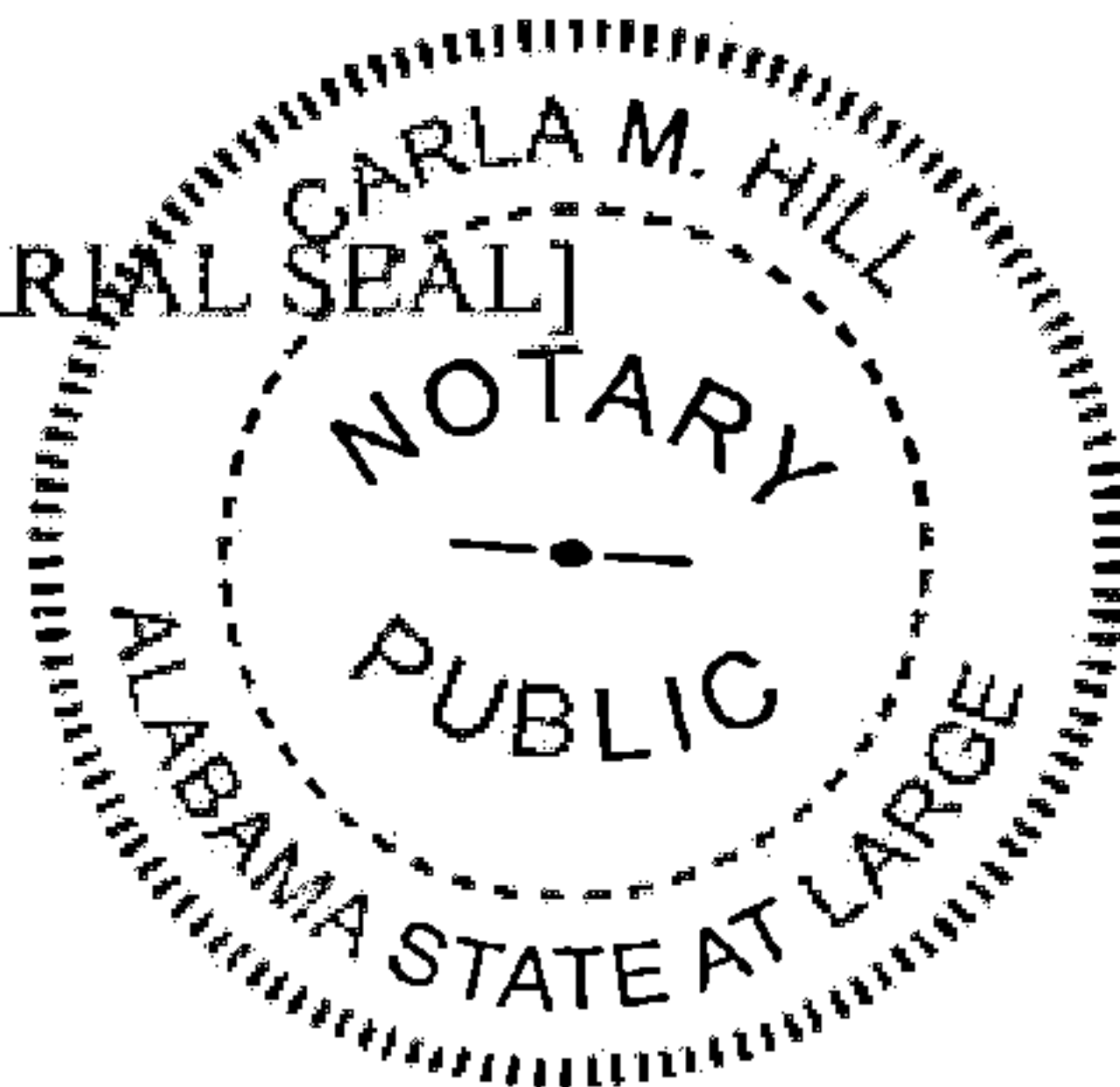
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I, the undersigned, a notary public in and for said county in said state, hereby certify that Jacob Hall, as Chief Financial Officer of SB Holding Corp., whose name as Managing Member of Blackridge Partners, LLC, an Alabama limited liability company, 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 said instrument, he, as such Chief Financial Officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 12th day of June, 2024.


Notary Public

[NOTARIAL SEAL]



My commission expires: 03/23/27

FLEMMING PARTNERS, LLC,
an Alabama limited liability company

By: SB Holding Corp.
Its: Sole Member

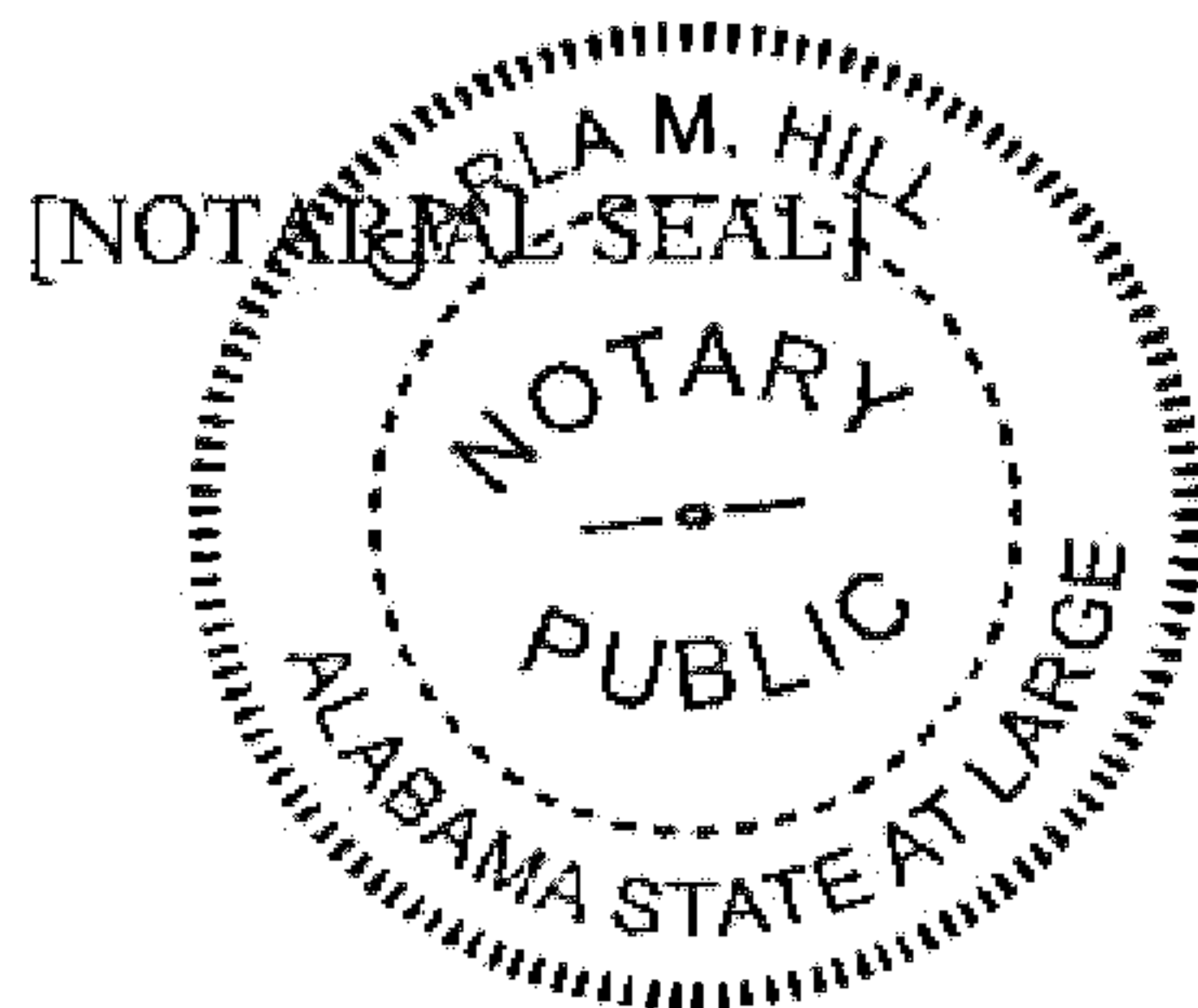
By: 
Jacob Hall, Chief Financial Officer

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Jacob Hall, as Chief Financial Officer of SB Holding Corp., whose name as Sole Member of Flemming 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 said instrument, he, as such Chief Financial Officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 12th day of June, 2024.


Notary Public



My commission expires: 03/23/27

LAKE WILBORN PARTNERS, LLC,
an Alabama limited liability company

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

By: 
Jacob Hall, Chief Financial Officer

STATE OF ALABAMA

)

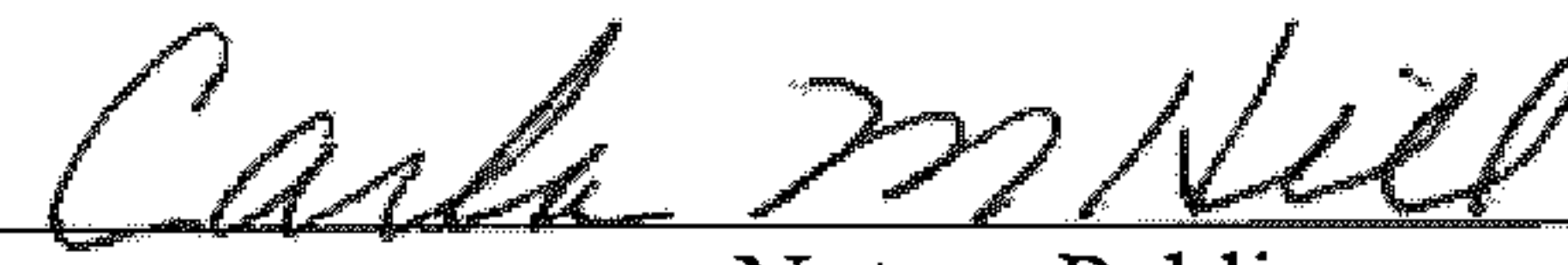
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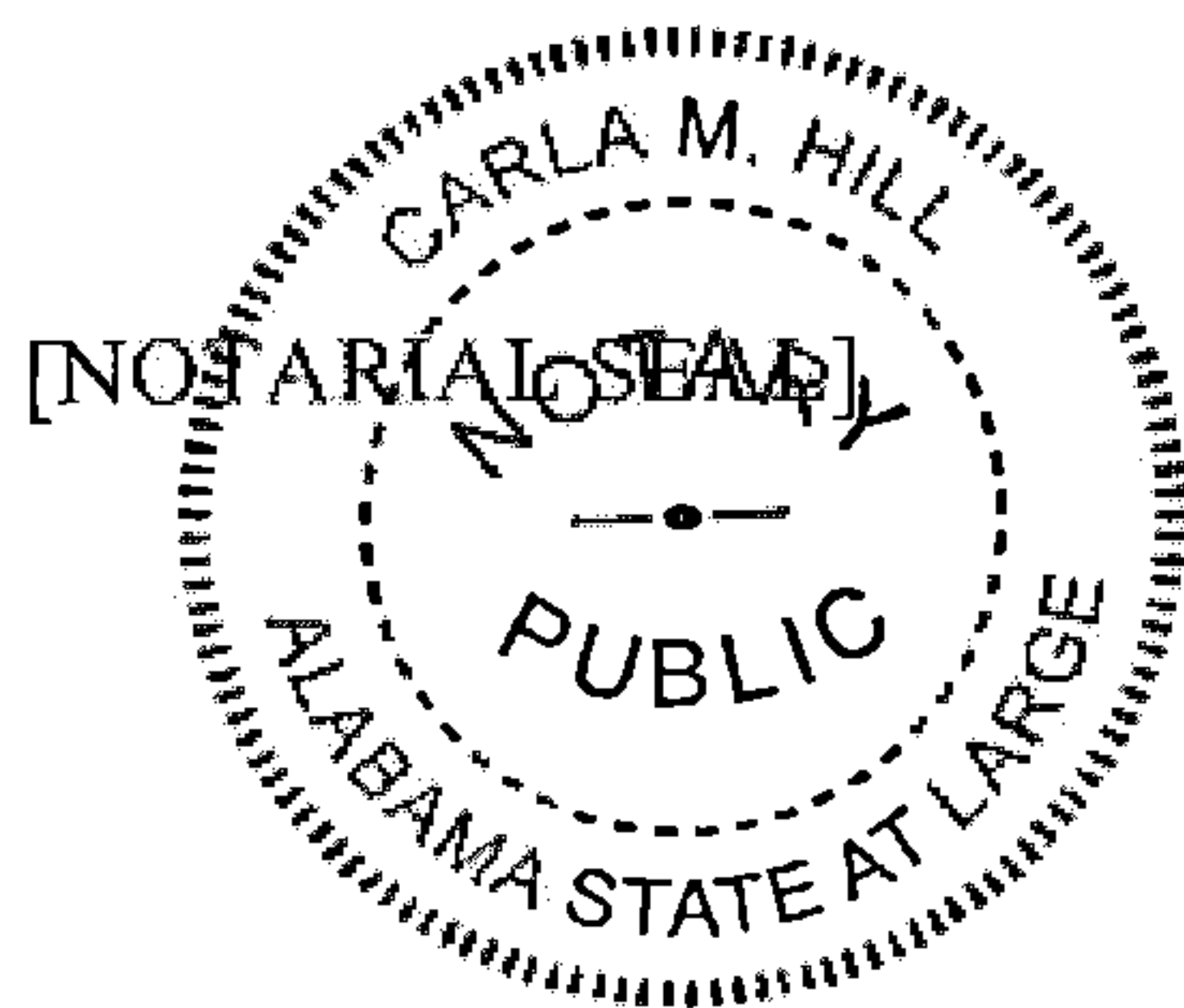
JEFFERSON COUNTY

)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Jacob Hall, as Chief Financial Officer of SB Holding Corp., whose name as Managing Member of Lake Wilborn 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 said instrument, he, as such Chief Financial Officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 12th day of June, 2024.


Notary Public



My commission expires: 03/23/27

STOCKTON PARTNERS, LLC,
an Alabama limited liability company

By: SB Holding Corp.
Its: Managing Member

By: 
Jacob Hall, Chief Financial Officer

STATE OF ALABAMA

)

:

JEFFERSON COUNTY

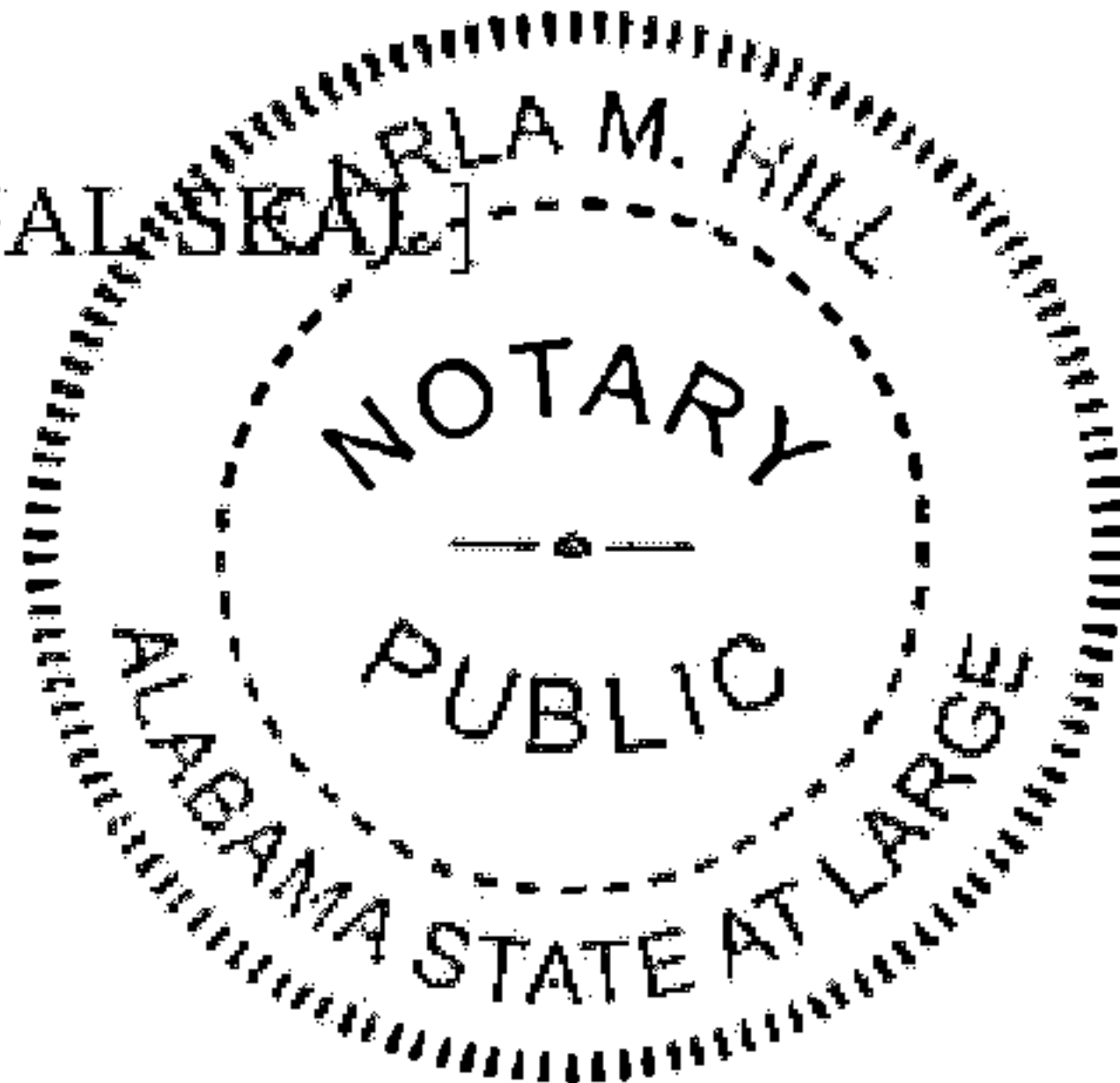
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I, the undersigned, a notary public in and for said county in said state, hereby certify that Jacob Hall, as Chief Financial Officer of SB Holding Corp., whose name as Managing Member of Stockton Partners, LLC, an Alabama limited liability company, 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 said instrument, he, as such Chief Financial Officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 12th day of June, 2024.


Notary Public

[NOTARIAL SEAL]



My commission expires: 03/23/27

SB HOLDING CORP., an Alabama corporation

By: 
Jacob Hall, Chief Financial Officer

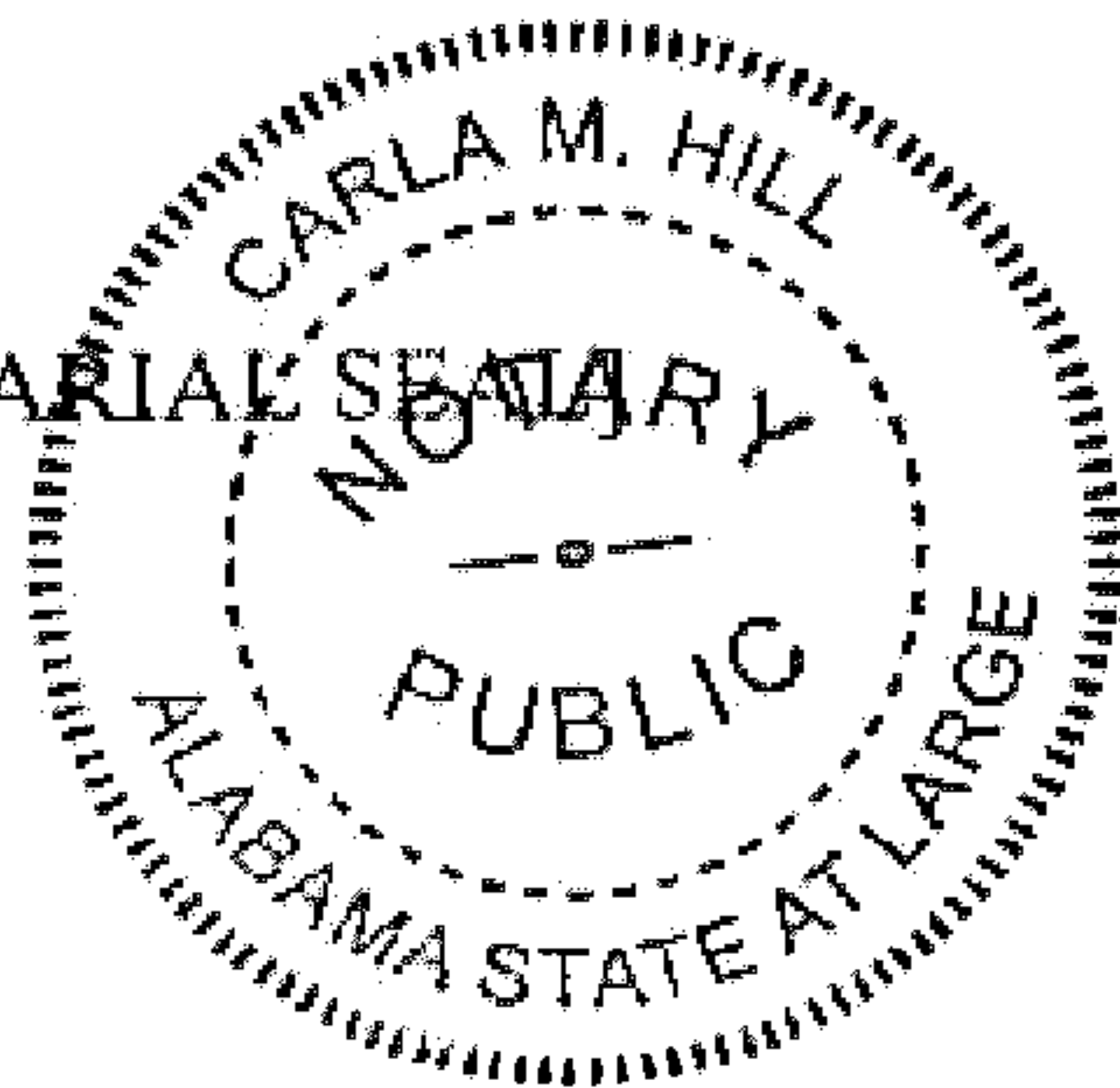
STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Jacob Hall, as Chief Financial Officer of SB Holding Corp., and 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 said instrument, he, as such Chief Financial Officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 12th day of June, 2024.

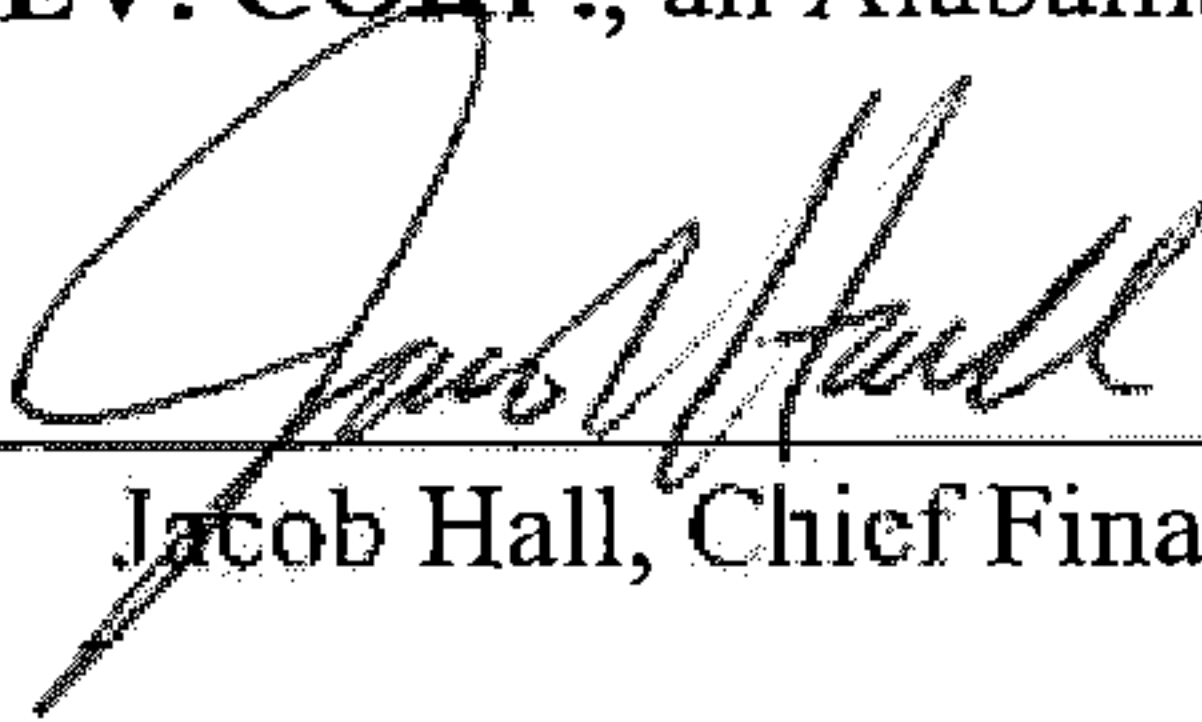

Notary Public

[NOTARIAL SEAL]



My commission expires: 03/23/27


SB DEV. CORP., an Alabama corporation

By: 
Jacob Hall, Chief Financial Officer

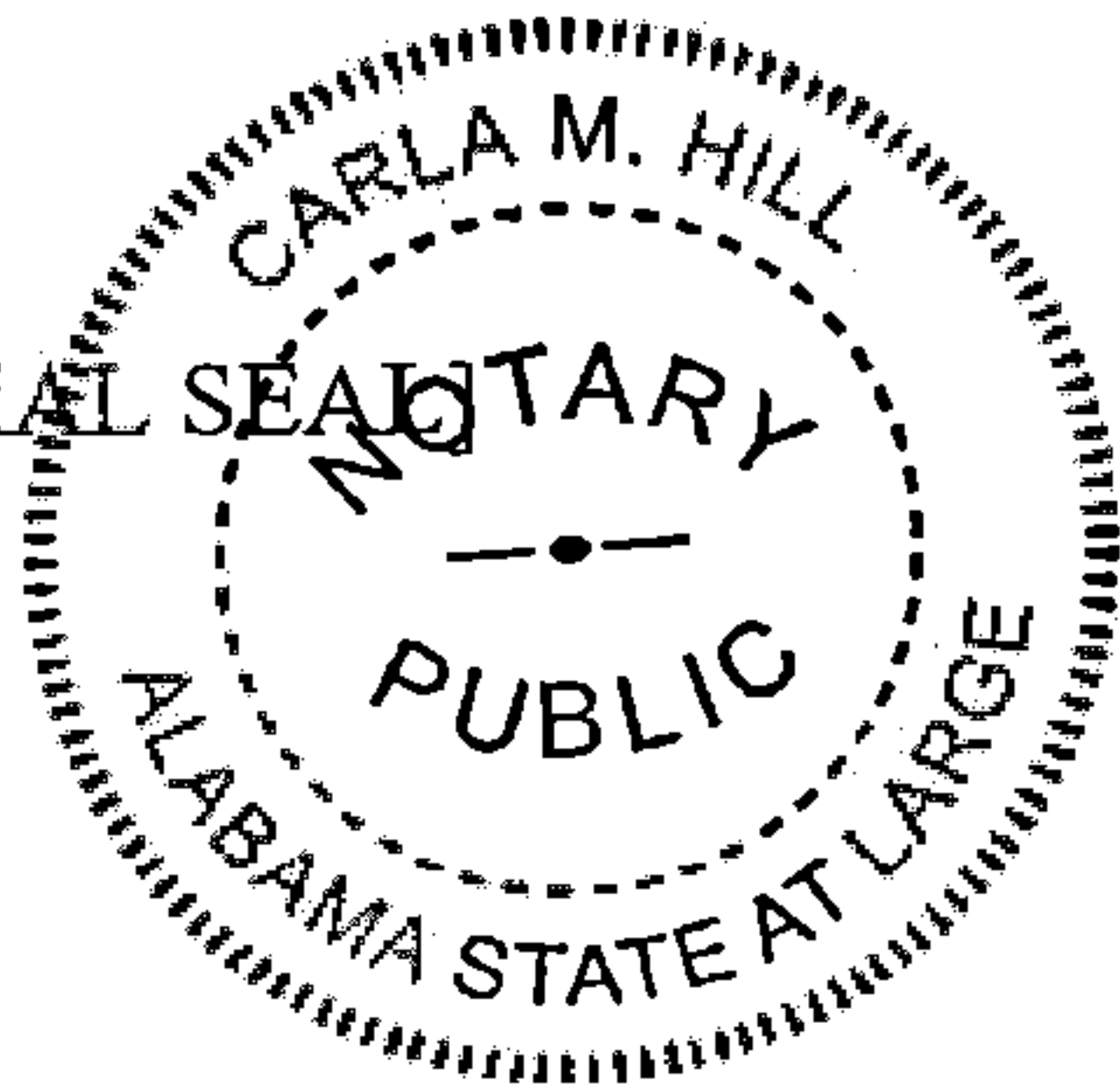
STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Jacob Hall, as Chief Financial Officer of SB Dev. Corp., and 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 said instrument, he, as such Chief Financial Officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 12th day of June, 2024.


Notary Public

[NOTARIAL SEAL]



My commission expires: 03/23/27

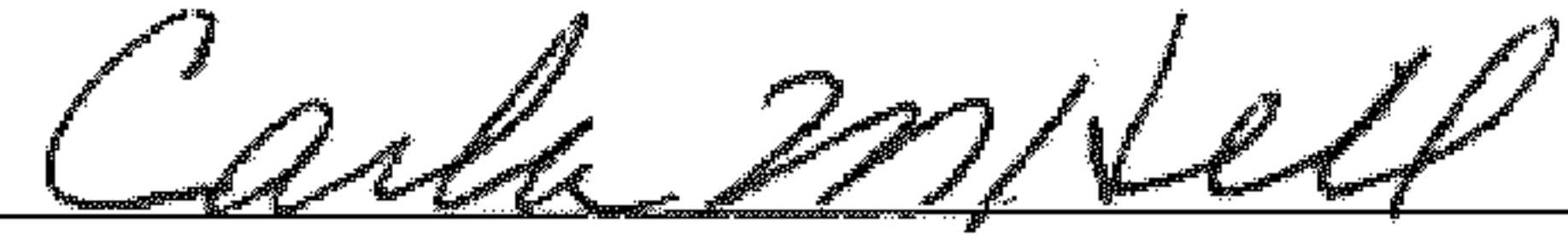
NSH CORP., an Alabama corporation

By: 
Jacob Hall, Chief Financial Officer

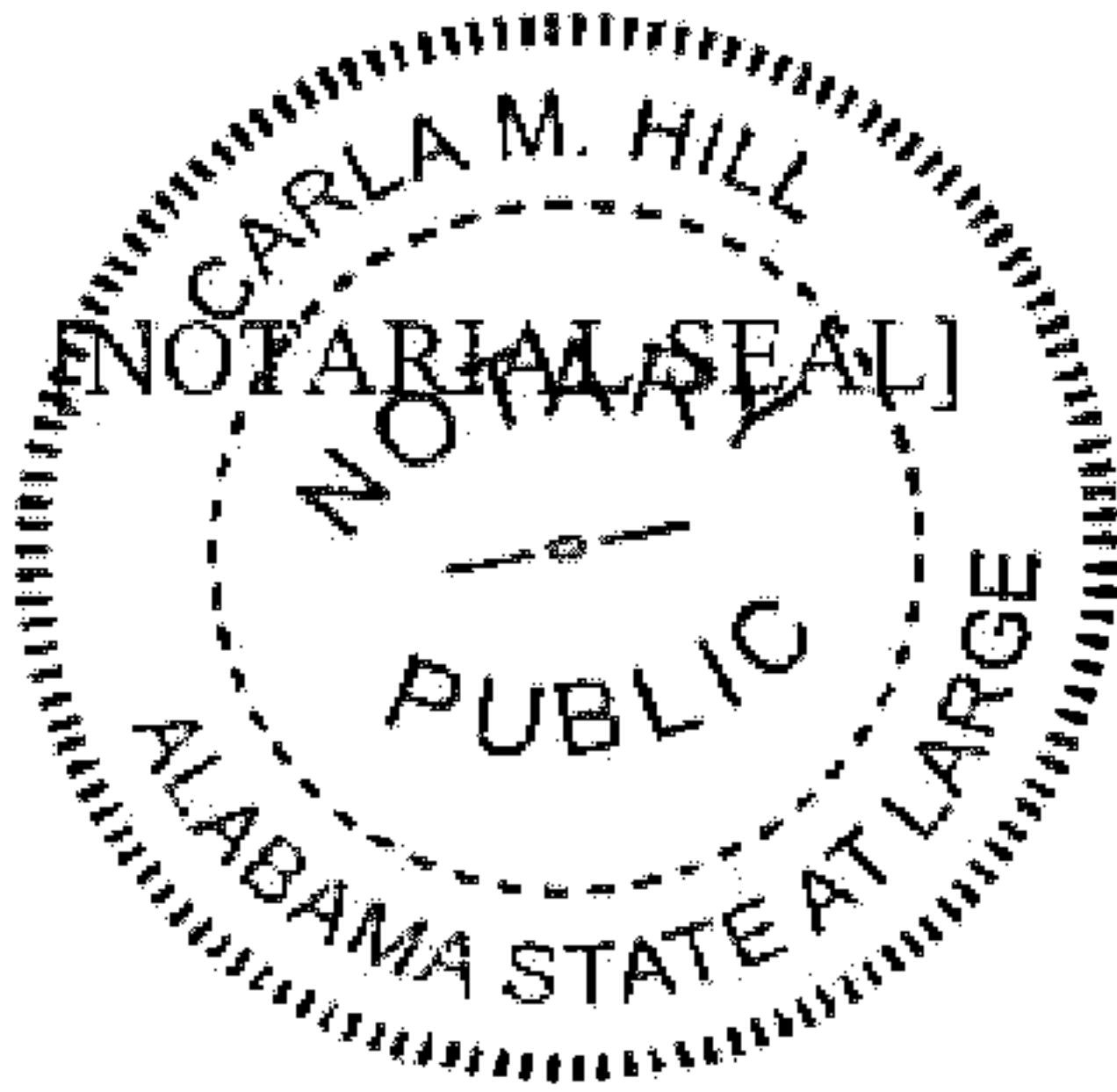
STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Jacob Hall, as Chief Financial Officer of NSH Corp., and 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 said instrument, he, as such Chief Financial Officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 12th day of June, 2024.


Notary Public

My commission expires: 03/23/27



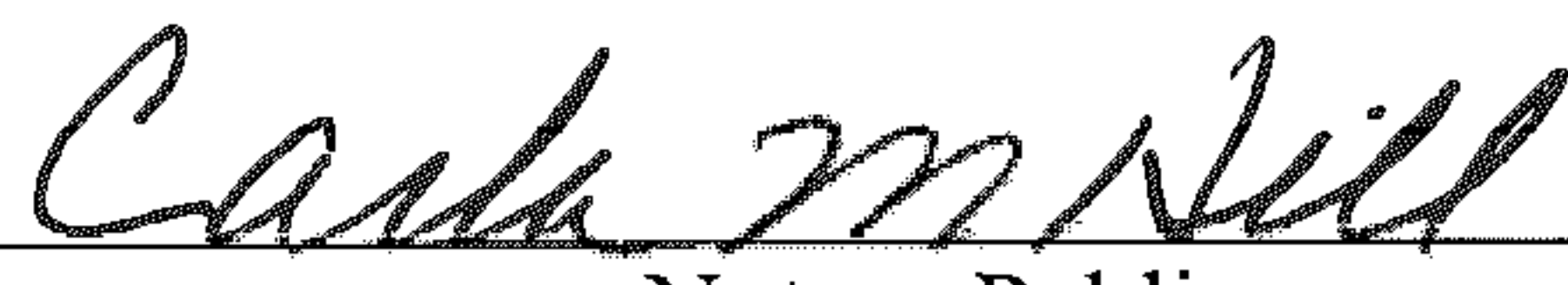
SIGNATURE 150, LLC,
an Alabama limited liability company

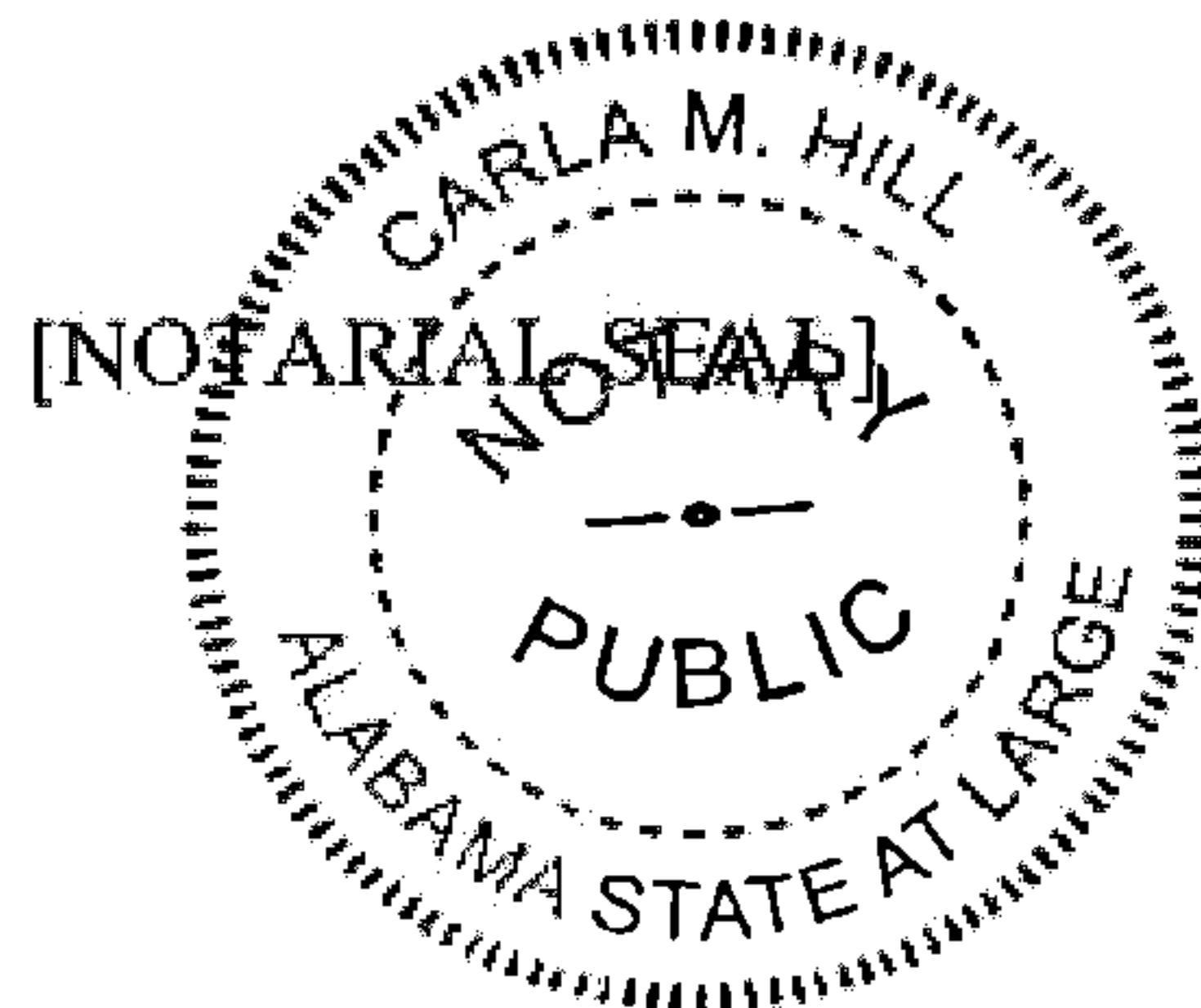
By: 
Jacob Hall, Chief Financial Officer

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Jacob Hall, as Chief Financial Officer of Signature 150, LLC, and 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, she/he, as such Chief Financial Officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 12th day of June, 2024.



Notary Public



My commission expires: 03/23/27

[signatures continue on following page]

SERVISFIRST BANK,
an Alabama banking corporation


By: 
Name: Daniel Lawler
Title: VP

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Daniel Lawler, whose name as VP 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 said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said banking corporation.

Given under my hand and official seal this the 13 day of June, 2024.


Notary Public

AFFIX SEAL

My commission expires: 12/7/27

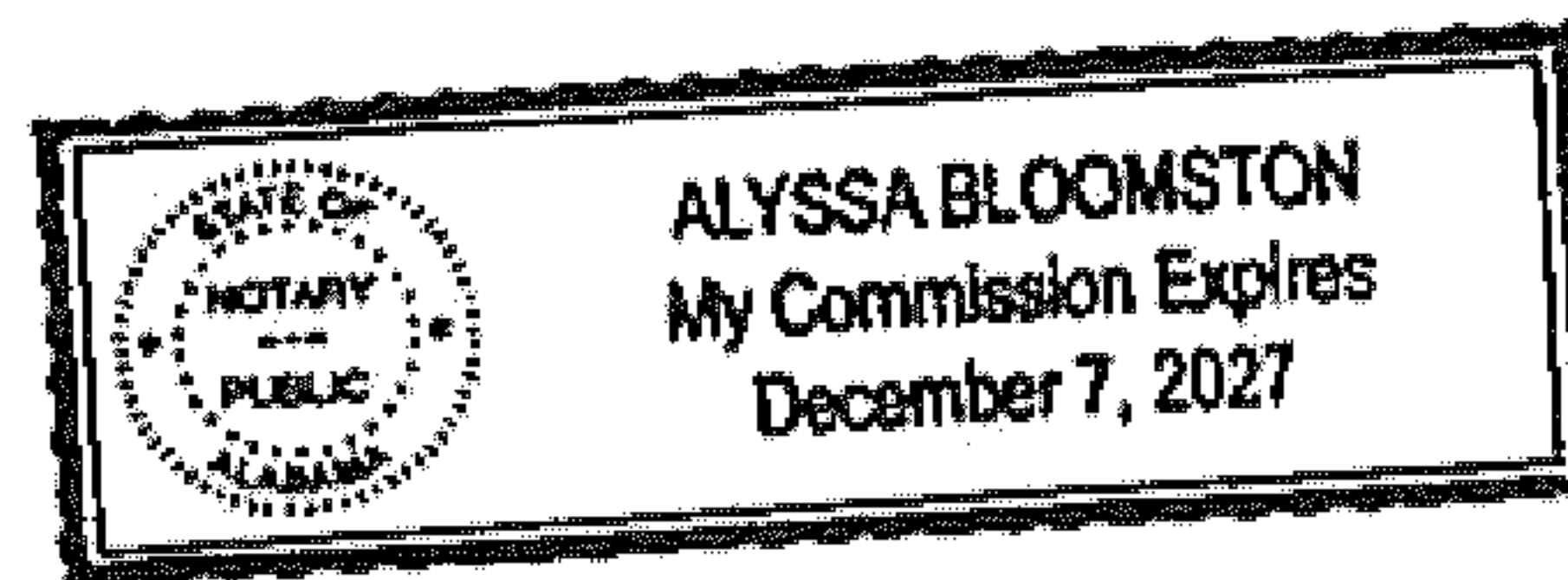


EXHIBIT A-1

[Legal Description of Original Property]

Abingdon Subdivision:

Lot 3077, according to the Survey of Abingdon Subdivision Phase 2, as recorded in Map 50 Page 17, in the Office of Probate of Jefferson County, Alabama, Bessemer Division.

Lot 3090, according to the Survey of Abingdon Subdivision Phase 2, as recorded in Map 50 Page 17, in the Office of Probate of Jefferson County, Alabama. Bessemer Division.

Lake Wilborn Subdivision:

Lot 510, according to the Survey of Lake Wilborn Phase 5A, as recorded in Map Book 51, Page 39, in the Probate Office of Shelby County, Alabama.

Lot 535, according to the Survey of Lake Wilborn Phase 5A, as recorded in Map Book 51, Page 39, in the Probate Office of Shelby County, Alabama.

EXHIBIT A-2

[Legal Description of Additional Property]

Lots 5071A, 5072A, 5075A, 5076A & 5077A, according to the Survey of Everlee Phase 1, Resurvey No. 2, as recorded in Map Book 53, Page 24, in the Probate Office of Jefferson County, Alabama, Bessemer Division.

Lot 5198, according to the Survey of Everlee Phase 2B, as recorded in Map Book 52, Page 95, in the Probate Office of Jefferson County, Alabama, Bessemer Division.

Lots 5199A, 5200A & 5201A, according to the Survey of Everlee Phase 2B, Resurvey No. 1, as recorded in Map Book 53, Page 18, in the Probate Office of Jefferson County, Alabama, Bessemer Division.

SERVISFIRST BANK,
an Alabama banking corporation

By: [Signature]
Name: Daniel Lawler
Title: VP

STATE OF ALABAMA)

JEFFERSON COUNTY)

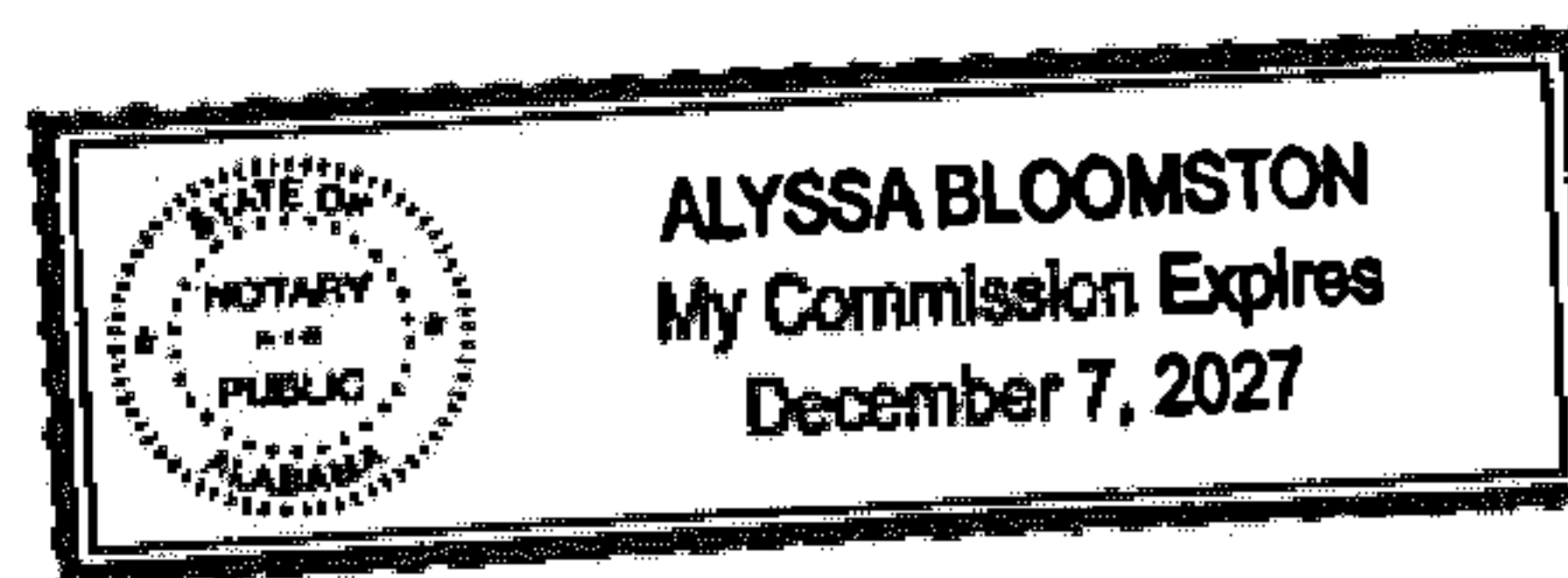
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Daniel Lawler, whose name as VP of ServisFirst Bank, an Alabama banking corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said banking corporation.

Given under my hand and official seal this the 13 day of June, 2024.

[Signature]
Notary Public

AFFIX SEAL

My commission expires: 12/7/27



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
06/28/2024 03:20:40 PM
\$74.00 LAURA
20240628000195330

Alex S. Boyd