

**This Instrument Prepared By and
File-Marked Copy Returned To:**
Gill Ragon Owen, P.A.
c/o Heartsill Ragon
425 West Capitol Avenue, Suite 3800
Little Rock, Arkansas 72201
Loan Number: 70018692

**MORTGAGE, SECURITY AGREEMENT
AND NOTICE OF FIXTURE FILING
(Secures Obligatory Future Advances)**

MAXIMUM LIEN: The lien of this Mortgage shall not exceed at any one time \$4,000,000.00, fees, costs, charges, and other liabilities of every possible nature, whether now existing or accruing hereafter incurred by Lender (as defined below).

THIS MORTGAGE IS FILED AS AND SHALL CONSTITUTE A FIXTURE FILING IN ACCORDANCE WITH THE PROVISIONS OF SECTION 7-9A-502(c) OF THE CODE OF ALABAMA.

THIS MORTGAGE IS A "CONSTRUCTION MORTGAGE" AS DEFINED IN SECTION 7-9A-334 OF THE CODE OF ALABAMA AND SECURES, AMONG OTHER OBLIGATIONS, AN OBLIGATION INCURRED FOR THE CONSTRUCTION OF AN IMPROVEMENT ON LAND.

This MORTGAGE, SECURITY AGREEMENT AND NOTICE OF FIXTURE FILING (the "**Mortgage**") is dated as of August 1, 2024 and is executed and entered into by and between TEMPUS CALERA, LLC, an Arkansas limited liability company ("**Borrower**"), whose address is 1 Allied Drive, Suite 1500, Little Rock, Arkansas 72201 ("**Borrower**"); and SIMMONS BANK, an Arkansas chartered bank, which has an address of P.O. Box 7009, Pine Bluff, Arkansas 71611, its successors or assigns ("**Lender**").

WHEREAS, Borrower has requested that Lender extend credit to Borrower in the principal amount of \$4,000,000.00 (the "**Loan**") with the understanding that the proceeds therefrom will be used by Borrower to finance the construction of certain tenant improvements located at or upon that certain commercial property located in Shelby County, Alabama; and

WHEREAS, the Loan shall be evidenced by a certain \$4,000,000.00 Secured Closed-End Line of Credit Promissory Note of even date herewith (the "**Promissory Note**"), repayment of which is evidenced, secured and collateralized by, among other things, that Secured Closed-End Line of Credit Loan Agreement, this Mortgage, an Absolute Assignment of Rents, a Pledge and Security Agreement, an Environmental Indemnification Agreement and all other documents referenced therein or otherwise pertaining thereto (collectively, along with all amendments and modifications thereto, the "**Credit Agreement**"); and

WHEREAS, Borrower desires to secure repayment of the Promissory Note by means of Borrower's execution and delivery of this Mortgage to Lender;

NOW, THEREFORE, in consideration of the mutual covenants and conditions referenced and exchanged herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. That Borrower does hereby grant, warrant, bargain, sell, convey and deliver unto Lender, and unto its successors and assigns (with the power of sale), the following described property (the "**Property**"), TO HAVE AND TO HOLD the same unto the said Lender, its successors and assigns forever, to secure the payment of the Promissory Note:

- (a) Land. The Land, which is more fully described on **Exhibit A** attached hereto and incorporated herein by this reference along with any and all mineral rights related thereto;
- (b) Additional Land. All additional property interests related to the Land hereafter acquired by Borrower for use in the development of the Land that may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of this Mortgage; and
- (c) Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements, and improvements now or hereafter erected or located on the Land and owned by Borrower (the "**Improvements**"); and
- (d) Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, tides, interests, privileges, liberties, servitude, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in any street, road or avenue, opened or proposed, in front of or adjoining the Land, and all the estates, rights, titles, interests, property, possession, claim and demand whatsoever, both

at law and in equity of Borrower of, in and to the Land, the Improvements and every part and parcel thereof, with the appurtenances thereto (collectively, the "**Easements**"); and

- (e) Fixtures. All machinery, furniture, equipment, fixtures (including, but not limited to all heating, air-conditioning, plumbing, lighting, communications and elevator fixtures) building materials and supplies, and other property of every kind and nature whatsoever owned by Borrower, or in which Borrower has or shall have an interest, now and hereafter located upon the Land, the Easements, or the Improvements, or appurtenant thereto, created or used in connection with the present or future operation and occupancy of the Land, the Easements, and the Improvements owned by Borrower (collectively, the "**Fixtures**"), and the right, title and interest of Borrower in and to any of the Fixtures which may be subject to any security interests, as defined in the Uniform Commercial Code, as applicable and all proceeds and products of the above; and
- (f) Leases and Rents. All leases and other agreements affecting the use, enjoyment or occupancy of all or any part of the Land, the Improvements, the Easements, or the Fixtures heretofore and hereafter entered into whether before or after the filing by or against of any petition for relief under 11 U.S.C. Section 101, *et seq.* (the "**Bankruptcy Code**"), as the same may be amended from time to time (collectively, the "**Leases**") and all right, title and interest of , its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder, and all rents, additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land, the Improvements, the Easements, and the Fixtures whether paid or accruing before or after the filing by or against of any petition for relief under the Bankruptcy Code (collectively, the "**Rents**") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt (defined herein); and
- (g) Condemnation Awards. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Land, the Improvements, the Easements, and the Fixtures, whether from the exercise of the right of eminent domain (including, but not limited to any transfer made in lieu of or in anticipation of the exercise of the right) or for a change of grade, access, or for any other injury to or decrease in the value of the Land, the Improvements, the Easements and the Fixtures; and
- (h) Insurance Proceeds. All proceeds of and any unearned premiums on any insurance policies covering the Land, the Improvements, the Easements and the Fixtures, including, without limitation, the right to receive and apply the proceeds

of any insurance judgments, or settlements made in lieu thereof, for damage to the Land, the Improvements, the Easements and the Fixtures; and

- (i) Conversion. All proceeds of the voluntary or involuntary conversion of the Land, the Improvements, the Easements and the Fixtures, including, without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims; and
- (j) Rights. The right, in the name and on behalf of while an Event of Default remains uncured, to commence any action or proceeding to protect the interest of Lender in the Land, the Improvements, the Easements and the Fixtures and to appear in and defend any action or proceedings brought with respect to the Land, the Improvements, the Easements and the Fixtures; and
- (k) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, including all management, maintenance and service contracts, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land, the Improvements, the Easements and the Fixtures and any part thereof or respecting any business or activity conducted on the Land by Borrower, the Improvements, the Easements and the Fixtures and any part thereof and all right, title and interest of Borrower therein and thereunder, including, without limitation, the right, while an Event of Default remains uncured, to receive and collect any sums payable to Borrower thereunder; and
- (l) Intangibles. All trademarks, service marks, logos, copyrights, goodwill, books and records and all other general intangibles specific to or used solely in connection with the operation of the Land, the Improvements, the Easements and the Fixtures by the Borrower and in which the Borrower has rights; and
- (m) Other Rights. Any and all other rights of Borrower in and to the items set forth in Subsections (a) through (l) above and.

2. Assignment of Leases and Rents. Borrower hereby absolutely and unconditionally assigns to Lender Borrower's right, title and interest in and to all current and future Leases and Rents. Borrower intends this assignment as a present, absolute assignment and not an assignment for additional security only. Nevertheless, Lender grants to Borrower a revocable license to collect and receive the Rents. Borrower shall hold a portion of the Rents sufficient to discharge all current sums due on the Promissory Note, for use in the payment of such sums.

3. Security Agreement. This Mortgage is both a real property mortgage and a "security agreement" within the meaning of the Uniform Commercial Codes, as applicable. The Property includes both real and personal property and all other rights and interests, whether

tangible or intangible in nature, of Borrower in the Property. By executing and delivering this Mortgage, Borrower hereby grants to Lender, as security for the Debt, a lien on and security interest in the Property to the full extent that the Property may be subject to the Uniform Commercial Code, as applicable, and, further, authorizes Lender to file and execute on behalf of Borrower, if necessary, all financing statements and continuation statements that might be required by law in order to perfect Lender's security interests in and to the Property and other collateral being granted to Lender hereunder. A carbon, photostatic or other reproduction of this Mortgage shall be sufficient as a financing statement. Lender shall have the right at any time to file a manually executed counterpart or a carbon, photostatic or other reproduction of this Mortgage as a financing statement in either the central or local UCC records of any jurisdiction wherein the Property is situated, but the failure of Lender to do so shall not impair (a) the effectiveness of this Mortgage as a fixture filing as permitted by Section 9.502(c) of the UCC, or (b) the validity and enforceability of this Mortgage in any respect whatsoever.

4. Pledge of Monies Held. Borrower hereby pledges to Lender any and all monies now or hereafter held by Lender, as additional security for the Debt until expended or applied as provided in this Mortgage.

And Borrower covenants with Lender, its successors and assigns, that Borrower will forever warrant and defend the title to the above-described property against any and all lawful claims whatever.

TO HAVE AND TO HOLD the above granted and described Property unto and to the use and benefit of Lender, and the successors and assigns of Lender, forever;

PROVIDED, this conveyance is given as a mortgage for the purpose of securing the following (collectively, the "**Debt**"):

- (a) the payment of the Promissory Note and all other Obligations, as defined in the Secured Closed-End Line of Credit Loan Agreement of even date herewith that has been executed by and between Lender and Borrower (the "**Secured Loan Agreement**");
- (b) the payment and perform of all financial or other obligations or liabilities of any nature as set forth within that certain \$7,675,000.00 Secured Promissory Note of even date herewith, or any other documents or agreements related thereto or otherwise executed and delivered by Borrower to Lender in connection with Loan Number 70018718;
- (c) the repayment to the Lender of all reimbursable expense at any time accruing to Lender under the provisions hereof;
- (d) the repayment to the Lender all future advances and other future obligations that are given to or incurred by any one or more Borrower (or by any of the

persons herein designated under the term "Borrower"), or any one or more borrowers and others, it being acknowledged and agreed that all future advances and other future obligations of Borrower to Lender are secured by this Mortgage as if made on the date of this Mortgage; and

- (e) the payment of all future and additional indebtedness (including future advances), direct or indirect, created after the date of this mortgage, which may be owing by Borrower to the Lender at any time prior to the payment in full with interest of the indebtedness or the foreclosure of this Mortgage therefor (the event occurring first to be controlling); such additional indebtedness (including future advances) to be secured hereby regardless of whether it shall be predicated upon future loans or advances hereafter made by the Lender, or obligations hereafter acquired by such Lender, through assignment or subrogation or otherwise, or shall represent indirect obligations (created after the date of this Mortgage), based upon any endorsements, guaranties or suretyship; and it is agreed that this Mortgage shall stand as security for all such future and additional indebtedness (including future advances), whether it be incurred for any business purpose that was related or wholly unrelated to the purpose of the original loan, or whether it was incurred for some personal or non-business purpose, or for any other purpose related or unrelated, or similar or dissimilar, to the purpose of the original loan.

This Mortgage shall mature on the later of August 1, 2029 or that maturity date set forth within the Promissory Note, as modified, amended and/or extended by Lender in writing from time to time.

All recitals set forth in the preamble of this instrument are incorporated herein by this reference.

5. Remedies. Upon the occurrence of any Event of Default (as defined in the Secured Loan Agreement), including the failure of Borrower to perform any obligation hereunder, Borrower agrees that Lender may take such action, without notice or demand, unless specifically required, as it deems advisable to protect and enforce its rights against Borrower and in and to the Property, including, but not limited to the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Lender may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Lender:

- (a) Declare the entire unpaid Debt to be immediately due and payable;
- (b) Institute proceedings, judicial or otherwise, for the complete foreclosure of this Mortgage under any applicable provision of law in which case the Property or any interest therein may be sold for cash or upon credit in one or more parcels or in several interests or portions and in any order or manner;

- (c) In addition to any other rights or remedies provided by this Mortgage or any other loan documents or applicable law, the Lender shall be authorized, at its option, whether or not possession of the Property is taken, to sell the Property (or such part or parts thereof as Lender may from time to time elect to sell) under the power of sale herein given to and reserved by Lender, for cash to the highest bidder at public auction in front of the main courthouse door in the county or counties, as may be required, where the Property is located, either in person or by auctioneer, after having first given notice of the time, place and terms of sale, together with a description of the Property to be sold, by publication once a week for three (3) successive weeks prior to said sale in some newspaper published in said county or counties where the Property is located, as may be required (but if no newspaper is published in any such county, the notice shall be published in a newspaper published in an adjoining county for three successive weeks). The sale shall be held between the hours of 11:00 a.m. and 4:00 p.m. on the day designated for the exercise of the power of sale hereunder. Upon payment of the purchase money, Lender or any person conducting the sale for Lender is authorized to execute to the purchaser at said sale a deed to the Property so purchased. Lender may bid at said sale and purchase the Property, or any part thereof, if the highest bidder therefor and may apply all or any part of the Debt as a credit upon the purchase price. At the foreclosure sale, the Property may be offered for sale and sold as a whole without first offering it in any other manner or may be offered for sale and sold in any other manner as Lender may elect.
- (d) With or without entry, to the extent permitted and pursuant to the procedures provided by applicable law, institute proceedings for the partial foreclosure of this Mortgage for the portion of the Debt then due and payable, subject to the continuing lien and security interest of this Mortgage for the balance of the Debt not then due, unimpaired and without loss of priority;
- (e) Institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained herein, in the Promissory Note or any agreement related thereto;
- (f) Recover judgment on the Promissory Note either before, during or after any proceedings for the enforcement of this Mortgage;
- (g) Apply for the appointment of a receiver, trustee, liquidator or conservator of the Property, without notice and without regard for the adequacy of the security for the Debt and without regard for the solvency of Borrower, or of any person, firm or other entity liable for the payment of the Debt;
- (h) Subject to any applicable law, the license granted to Borrower under Section 2 shall automatically be revoked;

- (i) Exercise any and all rights and remedies granted to a secured party upon default under the or Uniform Commercial Code, as applicable, including, without limiting the generality of the foregoing: (1) the right to take possession of the Property or any part thereof, and to take such other measures as Lender may deem necessary for the care, protection and preservation of the Property, and (2) request Borrower at its expense to assemble the Property and make it available to Lender at a convenient place acceptable to Lender. Any notice of sale, disposition or other intended action by Lender with respect to the Property sent to Borrower in accordance with the provisions hereof at least ten (10) days prior to such action, shall constitute commercially reasonable notice to Borrower;
- (j) Pursue such other remedies as Lender may have under the Credit Agreement and applicable law.

In the event of a sale, by foreclosure, power of sale, or otherwise, of less than all of the Property, this Mortgage shall continue as a lien and security interest on the remaining portion of the Property unimpaired and without loss of priority. Upon the payment in full by Borrower of all interest, principal, legal fees, court costs and other sums of whatever nature owed by Borrower to Lender, any net foreclosure proceeds remaining thereafter shall be payable to Borrower.

6. Protection of the Property. If Lender shall expend any sum or sums for the protection of any of the Property or the lien of this mortgage (Lender to have uncontrolled discretion as to the necessity of making any such expenditures), the repayment of such sum or sums on demand (with interest thereon at the highest rate permitted under Arkansas law from the date of each expenditure) shall be the personal obligation of the Borrower; and such obligation to repay will constitute a part of the indebtedness (including future advances) secured hereby. The expenditures thus made reimbursable will include (without limiting the foregoing) taxes, special improvement assessments, and sums paid to discharge prior liens. The cost of any abstract or supplemental abstract procured by the Lender of the secured indebtedness to facilitate foreclosure will also constitute a part of the reimbursable expense secured hereby

7. Future Advances. To the extent that additional principal is advanced by Lender to Borrower pursuant to the Promissory Note or pursuant to any other lending transaction by between Lender and Borrower, the parties hereto agree that the liens and security interests contained herein shall secure and collateralize repayment of all such future advances of principal; provided nothing contained herein will obligate Lender to make any advances to or otherwise extend credit to or for the benefit of Borrower or any other person. The terms and conditions under which any advances to or other extensions of credit to or for the benefit of Borrower or any other person may be made by Lender are set forth in one or more of the other Credit Agreement evidencing or entered into with respect to the Borrower's obligations; and those terms and conditions may permit the maximum amount available under some or all of the obligations to be borrowed and repaid by full or partial payments and from time to time

reborrowed/repaid/reborrowed (i.e., decrease or increase from time to time). No written instrument or notation will be required to evidence or secure any future advances and obligations hereunder.

8. Multiple Remedies. In the event of a default hereunder, the Lender hereby shall be entitled to enforce the lien of this mortgage in respect to all property encumbered hereby by foreclosure or otherwise in proceedings that are prosecuted simultaneously or are prosecuted separately in such order as the Lender may select.

9. Waivers. The Borrower hereby waives any and all rights of dower, curtesy, appraisement, sale, redemption and homestead under the applicable.

10. Representations and Warranties. Borrower represents and warrants:

- (a) that Borrower is the owner or has control of the Property;
- (b) that Borrower has the right to pledge or grant a security interest in the Property;
- (c) that the Property is genuine, free from liens, adverse claims, set-offs, default, repayment, defenses and conditions precedent of any kind or character except in favor of Lender;
- (d) that the security interest in the Property granted to Lender hereby is a first and prior security interest and that Borrower has not, and will not, grant or suffer another security interest in or encumbrance against the Property except in favor of Lender;
- (e) that Borrower's execution, delivery and performance of this Mortgage (i) will not violate any indenture, agreement or any other instrument to which Borrower is a party or by which Borrower or any of its property is bound; and (ii) will not be in conflict with, result in a breach of or constitute (with due notice and/or lapse of time) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of its property or assets, except as contemplated by the provisions of this Mortgage;
- (f) that this Mortgage when executed and delivered to Lender, will constitute the legal, valid and binding obligations of respective signatories thereto enforceable in accordance with their terms;
- (g) any residential Improvements located on the Land are not used by the Borrower as a primary residence and are not subject to any homestead exemptions or other homestead rights. To the extent any homestead rights or exemptions may be

applicable to the Property, the Borrower hereby specifically waives them in their entirety.

11. Covenants of Borrower.

- (a) Borrower shall (i) perform all obligations secured hereby when performance is due; (ii) permit Lender to exercise its powers; (iii) execute and deliver such documents as Lender reasonably deems necessary to create, perfect and continue the security interests contemplated hereby; (iv) not permit any lien on the Property, except in favor to Lender; and (v) not change its chief place of business or the place where Borrower keeps its records concerning the Property without first giving Lender written notice of the address to which Borrower is moving same.
- (b) Without Lender's consent, Borrower shall (i) not commingle proceeds; (ii) not sell, transfer, encumber, hypothecate or otherwise dispose of any Property or proceeds (except as may otherwise be permitted herein or in the Credit Agreement) at any time, except to Lender or except in the ordinary course of business; (iii) not modify, alter, amend, or subordinate, or consent to or suffer any modification, alteration, amendment or subordination of, any of the Property, nor, through action or failure to act, waive any of its rights thereunder; and (iv) provide any service and do all other acts and things reasonably necessary to keep the Property free and clear of all defenses, rights of off-set and counterclaims.
- (c) Upon the request of Lender, the Borrower shall execute or cause the execution, acknowledgment and delivery of such further instruments (including, without limitation, declarations of no set-off) and do such further acts as may be necessary, desirable or proper to carry out more effectively the purposes of this Mortgage or the Credit Agreement (as defined in the Secured Loan Agreement).
- (d) The Borrower shall not take any action with respect to any of the Property held by Lender from time to time which is inconsistent with the provisions and the purpose of this Mortgage or which would adversely affect the rights of Lender under the Credit Agreement.
- (e) Borrower agrees to pay, prior to delinquency, all taxes, special improvement assessments and other governmental charges against the Property, both real and personal, at any time levied or becoming due.
- (f) Borrower agrees to prevent the Property from becoming encumbered by any lien or charge having priority over, or on a parity with, the lien of this mortgage; and to comply with all statutes, ordinances and regulations relating to such property.

12. Due on Sale/Encumbrance. Absent Lender's prior approval, Borrower agrees that Borrower shall not sell, convey, mortgage, grant, bargain, encumber, pledge, assign, or otherwise transfer the Property or any part thereof or permit the Property or any part thereof (other than the interest of a tenant) to be sold, conveyed, mortgaged, granted, bargained, encumbered, pledged, assigned, or otherwise transferred in any transaction which does not result in full payment of the Debt at the time of the closing of such transaction.

13. CHOICE OF LAW. THIS MORTGAGE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARKANSAS (WITHOUT REGARD TO CHOICE OF LAW OR CONFLICT OF LAWS RULES) AND THE LAWS OF THE UNITED STATES APPLICABLE TO TRANSACTIONS IN THE STATE OF ARKANSAS, EXCEPT TO THE EXTENT THAT REAL AND PERSONAL PROPERTY LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED, INCLUDING LAWS RELATING TO PERFECTION AND THE EFFECT OF PERFECTION AND NON-PERFECTION OF LIENS ON REAL AND PERSONAL PROPERTY, OR THE TRANSFER OF, AND EFFECT OF TRANSFER OF, SECURITY TITLE TO REAL PROPERTY LOCATED IN SUCH STATE, SHALL NECESSARILY APPLY TO THE EXERCISE OF ANY REMEDIES RELATING TO THE ENFORCEMENT OF THE SECURITY COVERED BY THIS MORTGAGE AND PROVIDED FURTHER, THE PARTIES EXPRESSLY CHOOSE THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED TO GOVERN THE EFFECTIVENESS OF THE GRANT AND CONVEYANCE OF THE LIEN AGAINST AND SECURITY TITLE TO THE PROPERTY.

14. Indemnification. To the fullest extent permitted by law, Borrower agrees to indemnify and hold harmless Lender, and Lender's officers, directors, shareholders, agents, attorneys and employees (collectively "**Indemnitee**"), from and against any and all out of pocket costs resulting from liability, loss, damage, costs or expense, including court costs and attorney's fees, that Indemnitee may hereafter suffer, incur, reasonably pay or in any manner be held liable for to third parties, by reason of any breach, default, misstatement or misrepresentation of any of the statements, warranties or representations of Borrower contained in the Loan Agreement or any related agreement, or by reason of any breach or default by Borrower, or any of Borrower's employees, officers, affiliates or agents, in the performance of any duties, covenants or obligations arising under this or any related agreement. In this connection, but without limitation, Borrower agrees to reimburse any Indemnitee promptly upon demand for any payments reasonably made by such person to a third party with respect to any liability, damage, loss or claim to which the foregoing indemnity relates.

15. Provisions Subject to Applicable Law. All rights, powers and remedies provided in this Mortgage may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law and are intended to be limited to the extent necessary so that they will not render this Mortgage invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law. If any term of this Mortgage or any application thereof shall be invalid or unenforceable, the remainder of this Mortgage and any other application of the term shall not be affected thereby.

16. No Oral Change. This Mortgage, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to

act on the part of Borrower or Lender, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

17. Duplicate Originals; Counterparts. This Mortgage may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Mortgage may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Mortgage. The failure of any party hereto to execute this Mortgage, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

18. Number and Gender. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

19. Subrogation. If any or all of the proceeds of the Promissory Note have been used to extinguish, extend or renew any indebtedness heretofore existing against the Property, then, to the extent of the funds so used, Lender shall be subrogated to all of the rights, claims liens, titles, and interests existing against the Property heretofore held by, or in favor of, the holder of such indebtedness and such former rights, claims, liens, titles, and interests, if any, are not waived but rather are continued in full force and effect in favor of Lender and are merged with the lien and security interest created herein as cumulative security for the repayment of the Debt, the performance and discharge of Borrower's obligations hereunder, under the Promissory Note and the Credit Agreement and the performance and discharge of the Obligations.

20. Entire Agreement. The Promissory Note, this Mortgage and the Credit Agreement constitute the entire understanding and agreement between Borrower and Lender with respect to the transactions arising in connection with the subject loan and supersede all prior written or oral understandings and agreements between Borrower and Lender with respect thereto. Borrower hereby acknowledges that, except as incorporated in writing in the Promissory Note, this Mortgage and the Credit Agreement, there are not, and were not, and no persons are or were authorized by Lender to make, any representations, understandings, stipulations, agreements or promises, oral or written, with respect to the transaction which is the subject of the Promissory Note, this Mortgage and the Credit Agreement.

21. Waiver. No waiver by Lender of any default or breach by Borrower hereunder shall be implied from any omission by Lender to take, or any delay in taking, action on account of such default other than the default expressly made the subject of the waiver and any such express waiver shall be operative only for the time and to the extent therein stated. Any waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by Lender to or of any act by Borrower requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act. The intent of this paragraph is to avoid unintentional waivers by Lender of any of its rights hereunder.

22. No Duty of Lender. Nothing in this Mortgage shall impose or imply any duty or obligation whatsoever upon Lender, and Lender shall be under no duty, to take any action to preserve rights of Borrower with respect to any of the security held by Lender for the obligations. Borrower waives any and all impairment of recourse and/or impairment of collateral defenses that it may possess against the Lender.

23. Binding Effect; Assignment. This Mortgage may be assigned by Lender. Borrower may not assign its interest in, or obligation under, this Mortgage except with the written consent of Lender. Subject to the forgoing, all of the terms, covenants, conditions, representations and warranties hereof shall inure to the benefit of, and be binding upon, the successors and assigns of Lender and Borrower. Borrower hereby consents to the collateral assignment of Lender's interests in and to this Mortgage to third party creditors of Lender without the need for any further consent of whatever nature by Borrower. Should Lender's assignee assume rights under this Mortgage, Borrower covenants and agrees that it will continue to perform this Mortgage in accordance with its terms and conditions and shall recognize said assignee as the lawful and enforceable successor in interest to Lender.

24. Preparation of Agreement. The parties hereto acknowledge that this Mortgage has been negotiated and prepared in an arms-length transaction and that both Lender and Borrower have negotiated all the terms contained herein. Accordingly, the parties agree that neither party shall be deemed to have drafted this Mortgage and this Mortgage shall not be interpreted against either party as the draftsman.

25. Advice of Counsel. Each party acknowledges to the other that such party has been advised by legal counsel in connection with the negotiation and execution of this Mortgage and that each party understands the terms and conditions contained herein and that each has entered into this Mortgage voluntarily.

26. Severability. In the event that any one or more of the provisions contained in this Mortgage or in any other loan document executed in connection herewith shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Mortgage or any other loan document executed in connection herewith, and in lieu of such invalid, illegal or unenforceable provision there shall be added automatically as part of this Mortgage or any other loan document executed in connection herewith a provision as similar in terms to such invalid, illegal or unenforceable provision as may be possible and be valid, legal and enforceable thereafter.

[This Space Intentionally Left Blank; Signatures to Follow]

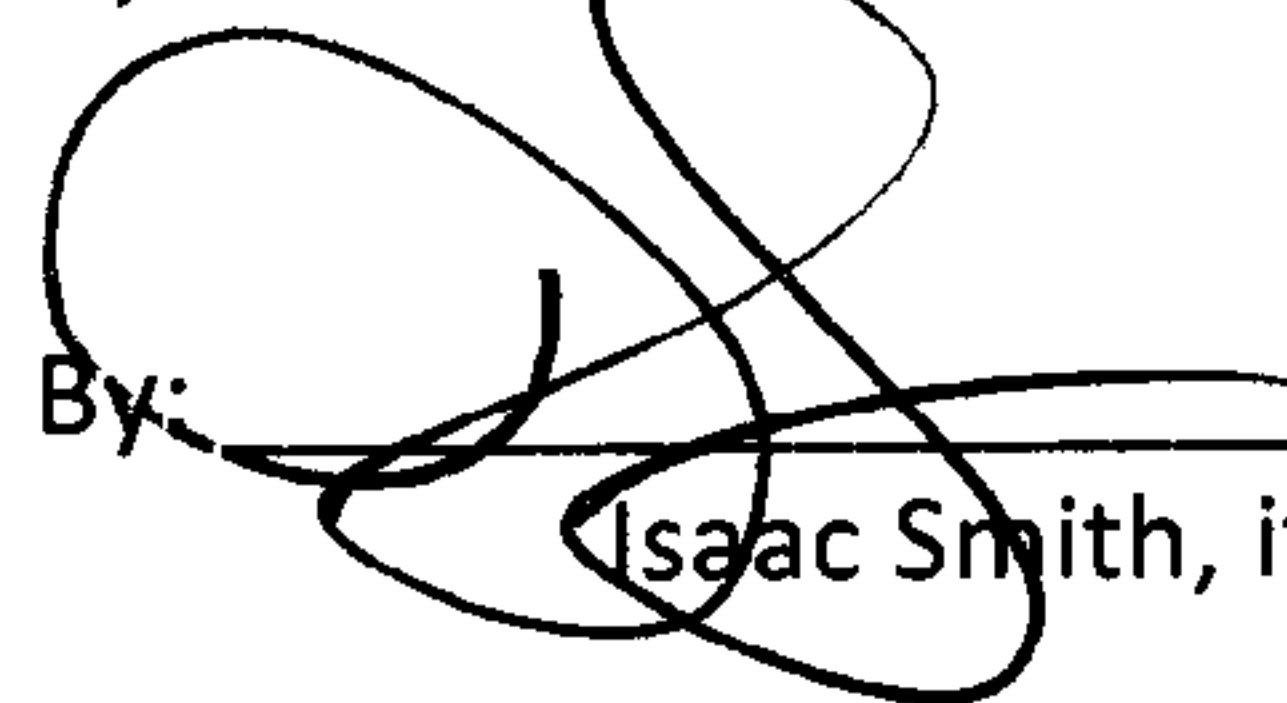
[Signatures to Mortgage, Security Agreement and Notice of Fixture Filing]

IN WITNESS WHEREOF, this Mortgage has been executed by Borrower the day and year first above written.

BORROWER:

TEMPUS CALERA, LLC

By: TEMPUS MANAGING GP, LLC, its Manager

By:  _____
Isaac Smith, its Manager

STATE OF Arkansas
COUNTY OF Faulkner

ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that ISAAC SMITH, whose name as the MANAGER of TEMPUS MANAGING GP, LLC, an Arkansas limited liability company, who is the MANAGER of TEMPUS CALERA, LLC, an Arkansas limited liability company (the "**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 the foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as of the act of said Company.

Given under my hand this 31st day of July, 2024.

NOTARIAL SEAL



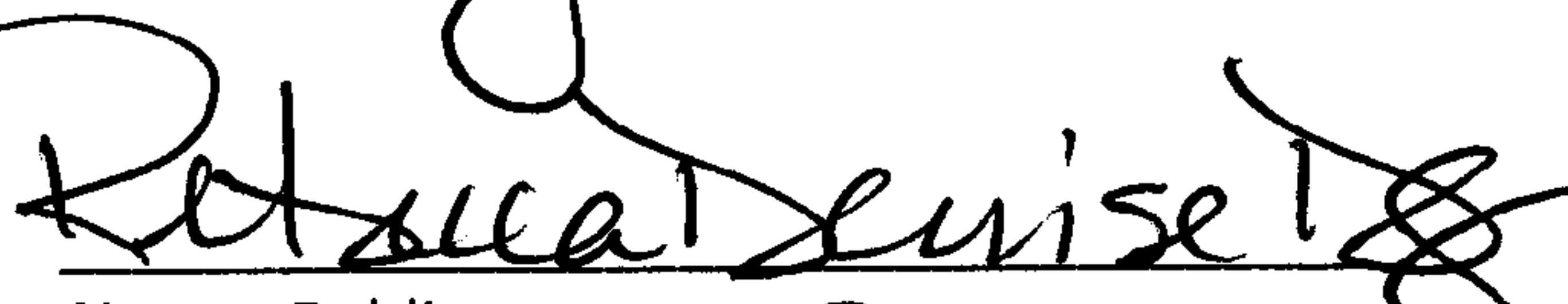

Notary Public
My Commission Expires: 9.23.2032

EXHIBIT A
THE LAND

Lot 2B, according to the Survey of Graham's Resurvey of Lot 2, Shelby Commerce Park, as recorded in Map Book [35, page 18], 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
08/05/2024 08:06:05 AM
\$6064.00 JOANN
20240805000241420

Allen S. Bayl