

When recorded return to:

Adams and Reese LLP
3424 Peachtree Road, Suite 1600
Atlanta, Georgia 30326
Attn: 087180-000052

STATE OF ALABAMA

COUNTY OF SHELBY

Please cross reference Instrument No. 20210401000163280

**FIRST MODIFICATION OF MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF
LEASES AND RENTS AND FIXTURE FILING**

THIS FIRST MODIFICATION TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING (this “Modification”) is effective as of June 6, 2023 is made by **Stars & Stripes 3V, LLC**, an Alabama limited liability company (the “Mortgagor”), whose address is 1031 Marietta Street NW, Suite A, Atlanta, Georgia 30318, to **Ameris Bank**, a Georgia banking corporation (together with its successors and assigns, the “Mortgagee”), whose address is 3490 Piedmont Road NE, Suite 750, Atlanta, Georgia 30305.

WHEREAS, Mortgagee is owner and holder of that Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated March 29, 2021 and recorded April 1, 2021 in the Office of the Judge of Probate of Shelby County, Alabama at Instrument Number 20210401000163280 (the “Mortgage”), which secures a loan in the maximum aggregate principal amount of Five Million and 00/100 Dollars (\$5,000,000.00) (the “Loan”) evidenced by that certain Amended and Restated Promissory Note executed by Mortgagor, Stars & Stripes 3B, LLC, a Delaware limited liability company (“3B”), Stars & Stripes 3I, LLC, a Delaware limited liability company (“3I”), Stars & Stripes 3K, LLC, a Delaware limited liability company (“3K”), Stars & Stripes 3T, LLC, a Delaware limited liability company (“3T”) (3B, 3I, 3K, 3T and the Mortgagor, the “Existing Borrower”) in the original principal amount of the Loan; and

WHEREAS, Existing Borrower, Stars & Stripes 3P, LLC, a Delaware limited liability company (collectively, “New Borrower”, and together with Existing Borrower, the “Borrower”) and Mortgagee modified the terms of the Loan to extend the maturity date of the Loan pursuant to (a) that certain First Amendment to Amended and Restated Promissory Note, dated as of even date herewith (the “Note”), and (b) that certain Second Loan Modification Agreement dated as of even date herewith (the “Modification Agreement”); and

WHEREAS, Mortgagor and Mortgagee desire to amend and modify the Mortgage as more particularly set forth herein.

NOW, THEREFORE, in consideration of the above recitals, Mortgagor and Mortgagee hereby and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Mortgagor and Mortgagee hereby agree as follows:

1. As of the date hereof, Mortgagor hereby reaffirms and restates each and every covenant, warranty and representation set forth in the Mortgage.

2. The maturity date of the Note (as amended or replaced) shall be March 5, 2025.
3. The Mortgage is hereby amended to delete the existing Section 18 and replace it with the following:

Section 18. Property Use and Lease Restrictions. Mortgagor shall not lease any portion of the Property to, or permit the use of any portion of the Property by, any business or entity (including, without limitation, Mortgagor) engaged in any activity on or at the Property that violates any applicable federal, state or local law, even if such activity is legal under other applicable federal law or under other state or local law applicable where the business is or will be located. If any portion of the Property is used for any activity in violation of the foregoing or leased to any business or entity in violation of the foregoing, then it shall be an Event of Default under this Mortgage if such use or lease was with the consent of Mortgagor, or, if such use or lease was not with the consent of Mortgagor, it shall constitute an Event of Default under this Mortgage if Mortgagor does not diligently pursue the discontinuance of such use or termination of such lease.

4. Upon and after the Effective Date of this Modification, all references to the Mortgage shall be to the Mortgage as amended by this Modification. Except as expressly provided in this Modification, the execution and delivery of this Modification does not and will not amend, modify or supplement any provision of the Mortgage or any document executed in connection therewith, and except as specifically provided in this Modification, the Mortgage shall remain in full force and effect.

5. This Modification shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

6. This Modification reflects the entire understanding of the parties with respect to the subject matter hereof and any further amendment or modification of the Mortgage shall be in writing and signed by each of the parties hereto.

7. This Modification shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to the conflict of laws principles thereof.

8. This Modification may be executed in counterparts and each counterpart shall be considered an original.

9. This Modification is only an amendment of the terms of the Mortgage and does not constitute, and shall not be construed to constitute, a novation or accord and satisfaction of the indebtedness secured by the Mortgage.

[signature page follows]

IN WITNESS WHEREOF, this Modification is executed by the Mortgagor, by its duly authorized officer, on its behalf under seal by adoption of the word "SEAL" appearing next to the name of the Mortgagor, on the day and year first above written.

MORTGAGOR:

STARS & STRIPES 3V, LLC
an Alabama limited liability company


By: DSSIII Holding Co, LLC
a Delaware limited liability company
Its: Manager

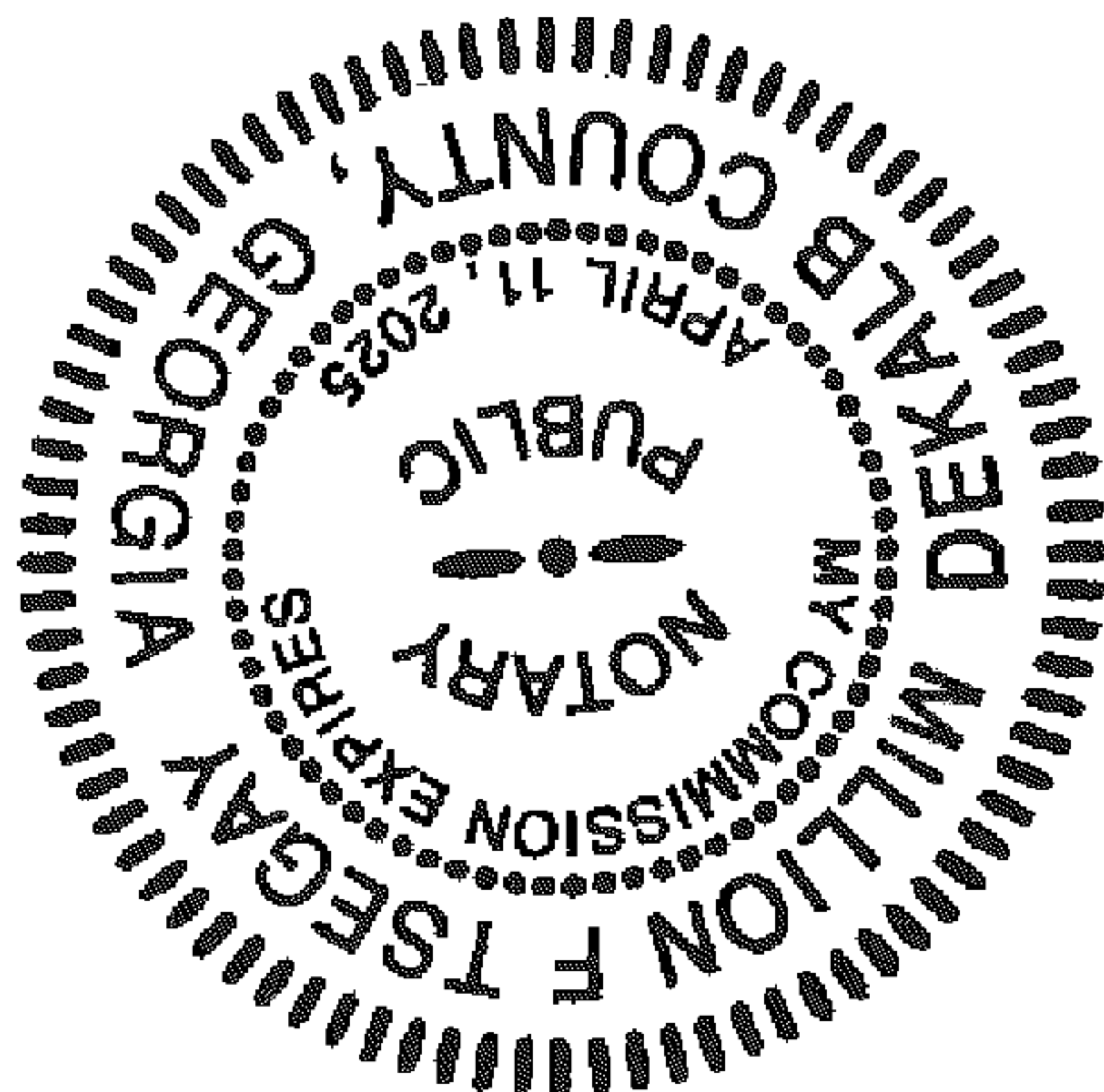
By:  [SEAL]
Name: Sebastian Drapac
Title: Manager

STATE OF Georgia)
COUNTY OF Fulton)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that SEBASTIAN DRAPAC, whose name as the Manager of DSSIII Holding Co LLC, as the manager of Stars & Stripes 3V, 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 the instrument, it, as such Manager and with full authority, executed the same voluntarily as its free act and deed for and as the act of said limited liability company.

Given under my hand and official seal this the 25th day of May, 2023.

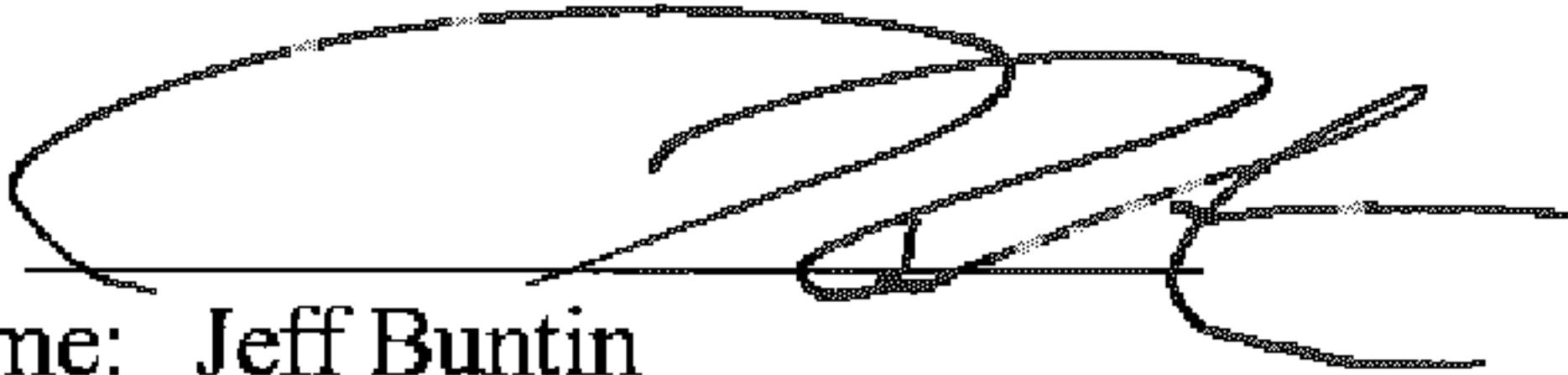

NOTARY PUBLIC
My Commission Expires: April 11, 2025



IN WITNESS WHEREOF, this Modification is executed by the Mortgagee, by its duly authorized officer, on its behalf under seal by adoption of the word "SEAL" appearing next to the name of the Mortgagee, on the day and year first above written.

MORTGAGEE:

Ameris Bank
a Georgia banking corporation

By: 
Name: Jeff Buntin
Title: Senior Vice President

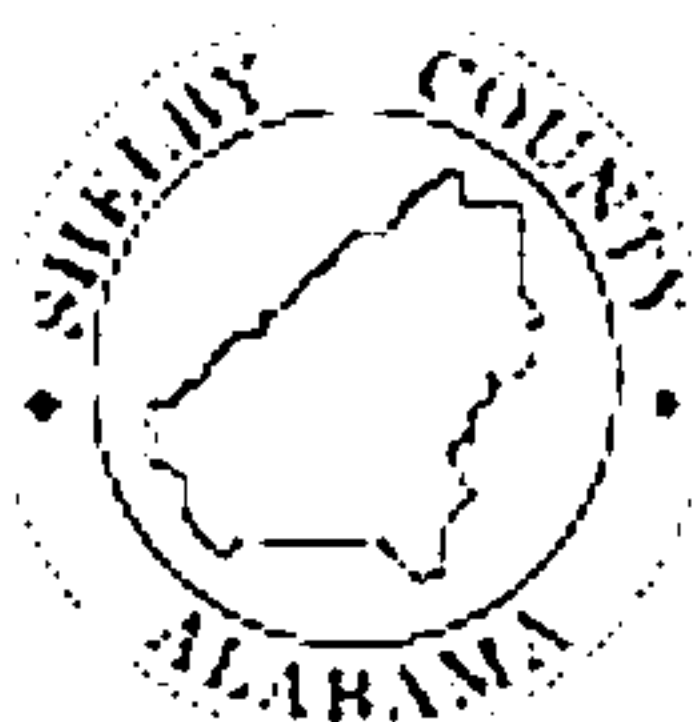
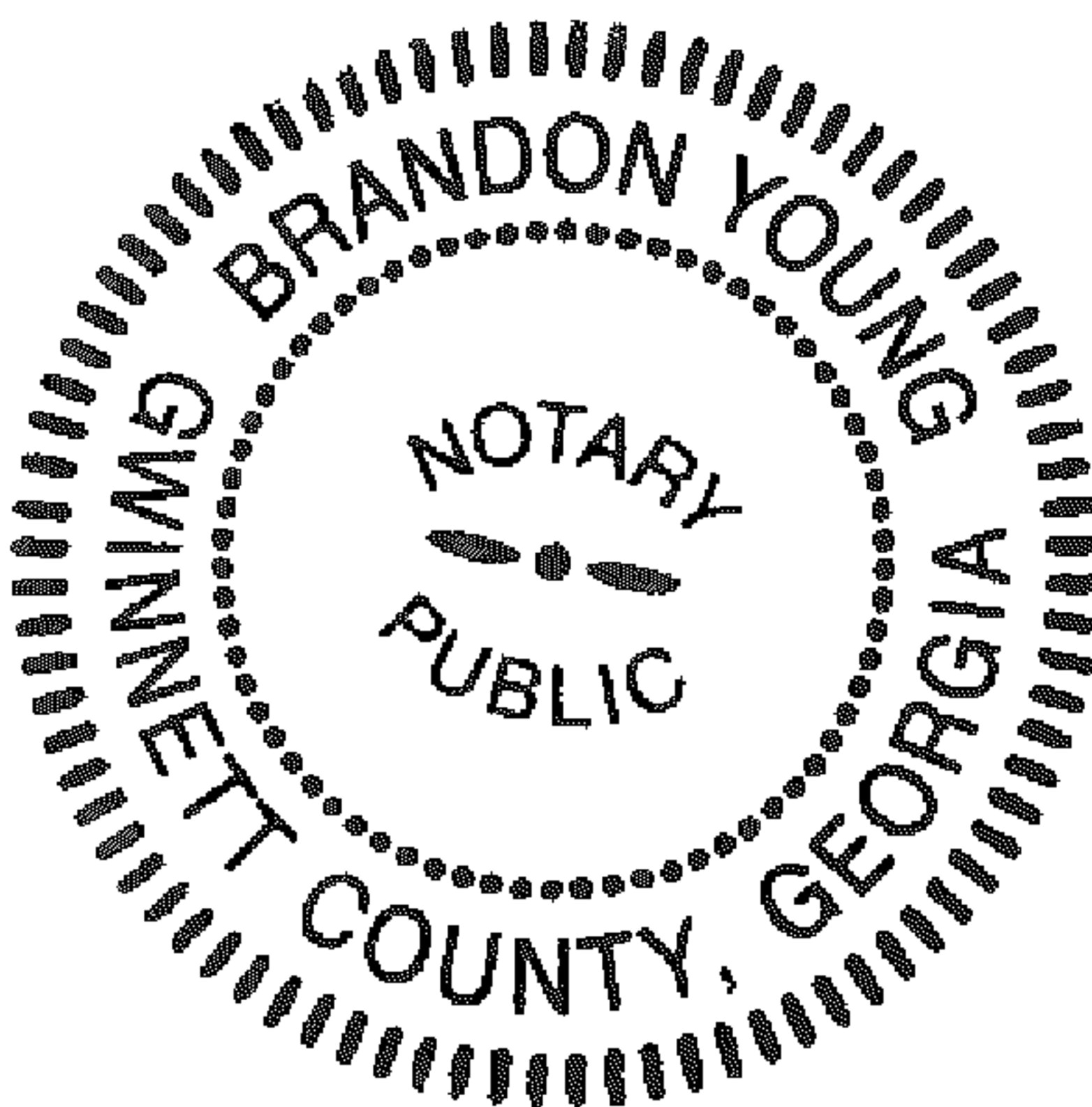
[BANK SEAL]

STATE OF Georgia
COUNTY OF Gwinnett

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that JEFF BUNTIN, whose name as the Senior Vice President of Ameris Bank, 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 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 31 day of May, 2023.


NOTARY PUBLIC
My Commission Expires: 7-23-2025



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
09/05/2024 02:23:40 PM
\$31.00 BRITTANI
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Allen S. Bayl