

**NOTE TO PROBATE JUDGE:** This Amendment amends that certain Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement dated February 22, 2024, and recorded March 1, 2024 as Document Number 20240301000055380 in the Office of the Judge of Probate of Shelby County, Alabama (the "Mortgage"), upon which recording tax has previously been paid on the indebtedness secured by the Mortgage (*viz.*, \$9,000,000.00); provided however the Mortgage is being hereby amended to increase the amount of maximum indebtedness that is secured by the Mortgage from \$9,000,000.00 to \$12,000,000.00. Thus, \$4,500.00 of mortgage tax is to be paid on the indebtedness secured by the Mortgage with respect to the recording of this Amendment.

STATE OF ALABAMA            )  
SHELBY COUNTY                )

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

**THIS FUTURE ADVANCE MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT** (this "Amendment") dated as of July 23, 2025, is entered into by **METRO HOSPITALITY, LLC**, an Alabama limited liability company and **EDWIN B. LUMPKIN, JR.**, an individual resident of the State of Alabama (collectively, the "Borrower"), as mortgagor, and **REGIONS BANK**, an Alabama banking corporation (the "Lender"), as mortgagee.

**Recitals**

The Borrower and the Lender have previously entered into that certain Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement dated February 22, 2024, and recorded March 1, 2024 as Document Number 20240301000055380 in the Office of the Judge of Probate of Shelby County, Alabama (the "Mortgage"), whereby the Lender was granted a mortgage, assignment and pledge of, and security interest in certain collateral.

The Borrower has requested that the Lender extend additional funds to the Borrower, to be secured, subject to a maximum amount as set forth therein (as amended hereby), by the Property described in the Mortgage.

The Lender has agreed to extend such additional funds to the Borrower on the condition that the Borrower, among other things, executes this Amendment.

**NOW, THEREFORE**, in consideration of the foregoing recitals, the Borrower and the Lender hereby agree and the Mortgage is hereby amended as follows:

1.     Rules of Construction. For the purposes of this Amendment, the rules of construction shall be the same as set forth in the Mortgage.

2.     Amendment. The Mortgage is hereby amended as follows:

(a)     The first Recital in the Mortgage shall be amended and restated to read, in its entirety, as follows:

"Mortgagor is indebted to Mortgagee for a loan in the original principal sum of up to Twelve Million and No/100 Dollars (\$12,000,000.00) (as amended, modified,

renewed, or extended, the “Loan”), pursuant to that certain Loan Agreement dated February 22, 2024 by and between Mortgagor and Mortgagee, as amended by that certain First Amendment to Loan Agreement and Other Loan Documents dated July 23, 2025 (as amended, the “Loan Agreement”; capitalized terms used herein and not otherwise defined shall have the meanings ascribed in the Loan Agreement), as evidenced by that certain Amended and Restated Promissory Note dated July 23, 2025 from Mortgagor payable to the order of Mortgagee in installments of principal and/or interest thereon (as amended, modified, renewed, or extended, the “Note”).”

3. Definitions.

(a) All references in the Mortgage to “this Agreement” shall refer to the Mortgage as amended hereby.

(b) All references to the Mortgage in any Loan Document shall refer to such document as amended by this Amendment and as hereafter further amended.

4. Regrant of Security Interest/Mortgage. As security for the Loan Obligations (as defined in the Mortgage), the Borrower hereby grants, bargains, sells, assigns and conveys unto the Lender, and hereby grants to the Lender a security interest in, all of the Borrower's right, title and interest in, to and under the Property (as defined in the Mortgage).

5. Reaffirmance of Representations and Warranties. The Borrower hereby represents and warrants that (i) all of the representations and warranties set out in the Mortgage are true and correct as of the date hereof, (ii) they are in compliance with all the terms and provisions set forth in the Mortgage on their part to be observed and performed, and (iii) no Event of Default, nor any event which upon notice or lapse of time or both would constitute such an Event of Default has occurred and is continuing.

6. Consents, Registrations, Approvals, etc. No registration with or consent or approval of, or other action by, any governmental authority is required for the execution, delivery and performance of this Amendment or any Credit Document.

7. Mortgage to Remain. Except as expressly modified and amended, the Mortgage shall remain in full force and effect in accordance with its terms.

8. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall constitute an original, but when taken together shall constitute but one agreement and any party may execute this Amendment by executing any one or more such counterparts.

9. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Alabama.

10. Headings. The headings and captions used in this Amendment are for purposes of convenient reference only and shall not limit or define the meaning of any provision of this Amendment.

11. Enforceability. If any provision of this Amendment is now or at any time hereafter becomes invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and the remaining provisions hereof shall be construed in favor of the Lender to effectuate the provisions hereof.

[remainder of page intentionally left blank]



IN WITNESS WHEREOF, the undersigned Borrower and Lender have caused this instrument to be executed by their duly authorized representatives on the date set forth below said representatives' acknowledgments.

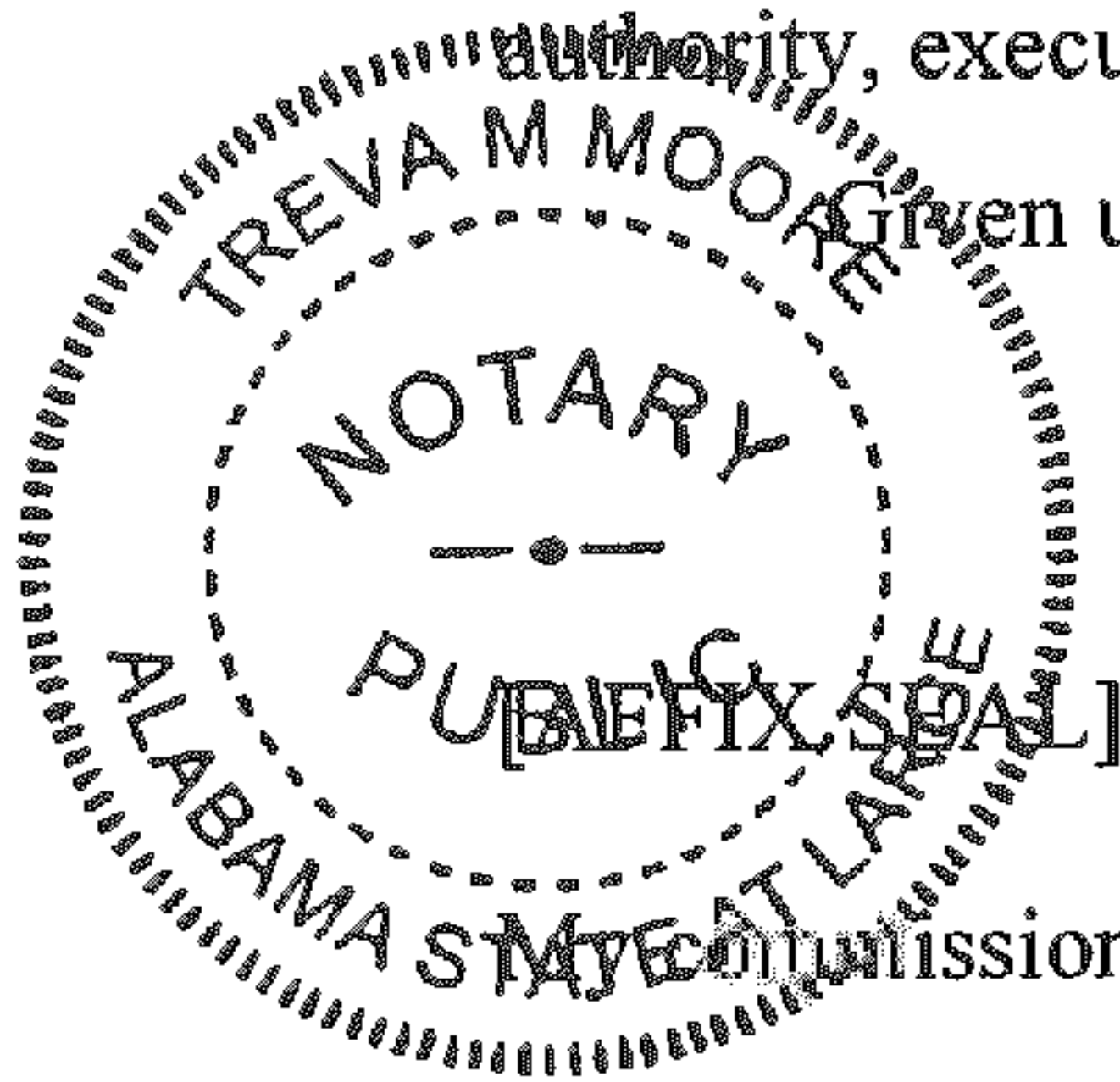
**METRO HOSPITALITY, LLC**

By: [Signature]  
Name: Edwin B. Lumpkin, Jr.  
Its: Manager

STATE OF Alabama )  
COUNTY OF Shelby )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Edwin B. Lumpkin, Jr., whose name as Manager of Metro Hospitality, 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 officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 23 day of July, 2025.



Treva M Moore  
Notary Public, Alabama State At Large  
My Commission Expires April 3, 2028

[Signature]  
Notary Public

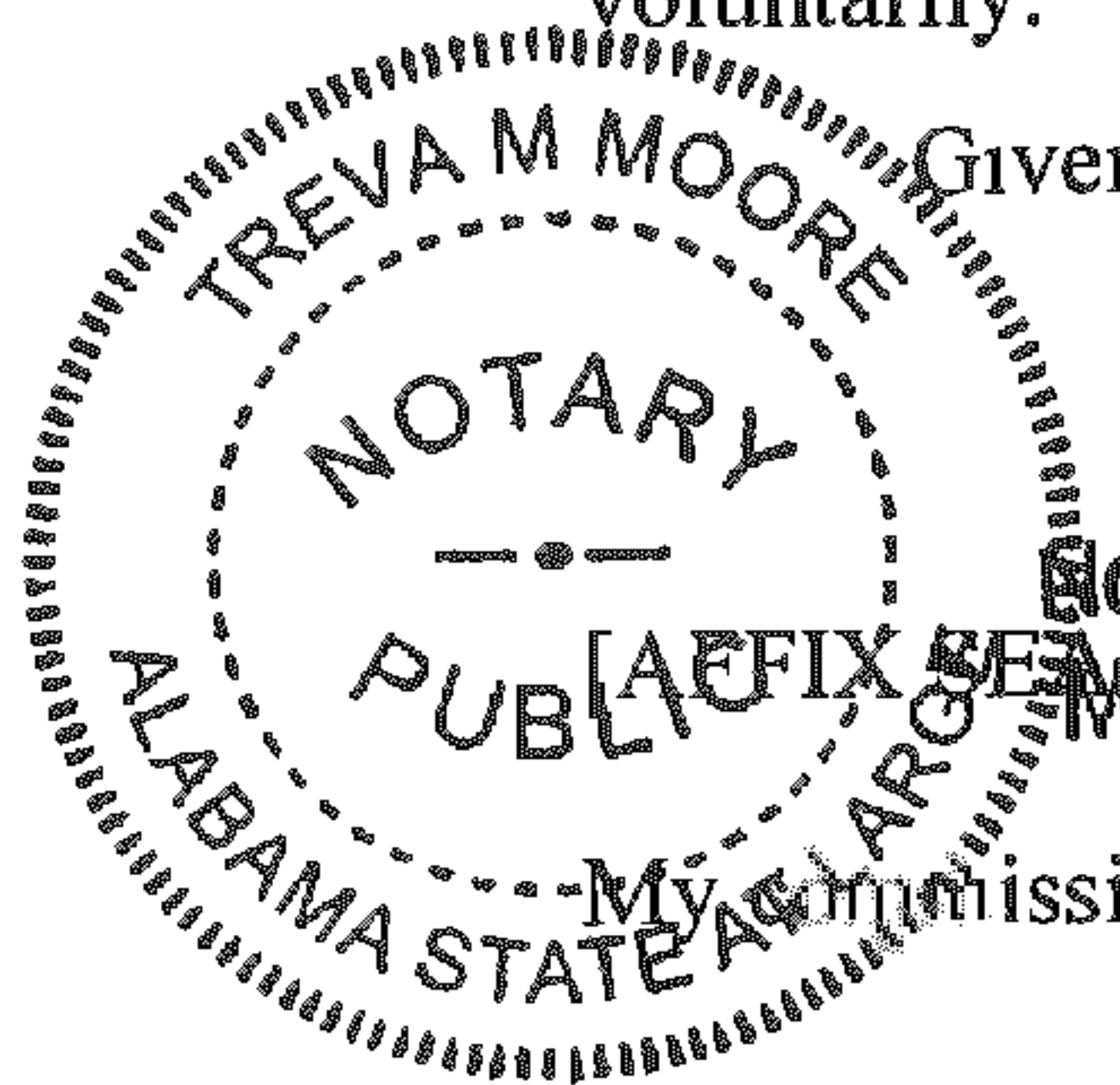
My commission expires: April 3, 2028

[Signature]  
EDWIN B. LUMPKIN, JR.

STATE OF Alabama )  
COUNTY OF Shelby )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Edwin B. Lumpkin, Jr. 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 executed the same voluntarily.

Given under my hand and official seal this the 23 day of July, 2025.



Treva M Moore  
Notary Public, Alabama State At Large  
My Commission Expires April 3, 2028

[Signature]  
Notary Public

My commission expires: April 3, 2028

REGIONS BANK

By: *Robert Taylor*  
Name: ROBERT TAYLOR  
Its: VP

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that ROBERT TAYLOR, whose name as VP of Regions 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 23<sup>rd</sup> day of July, 2025.

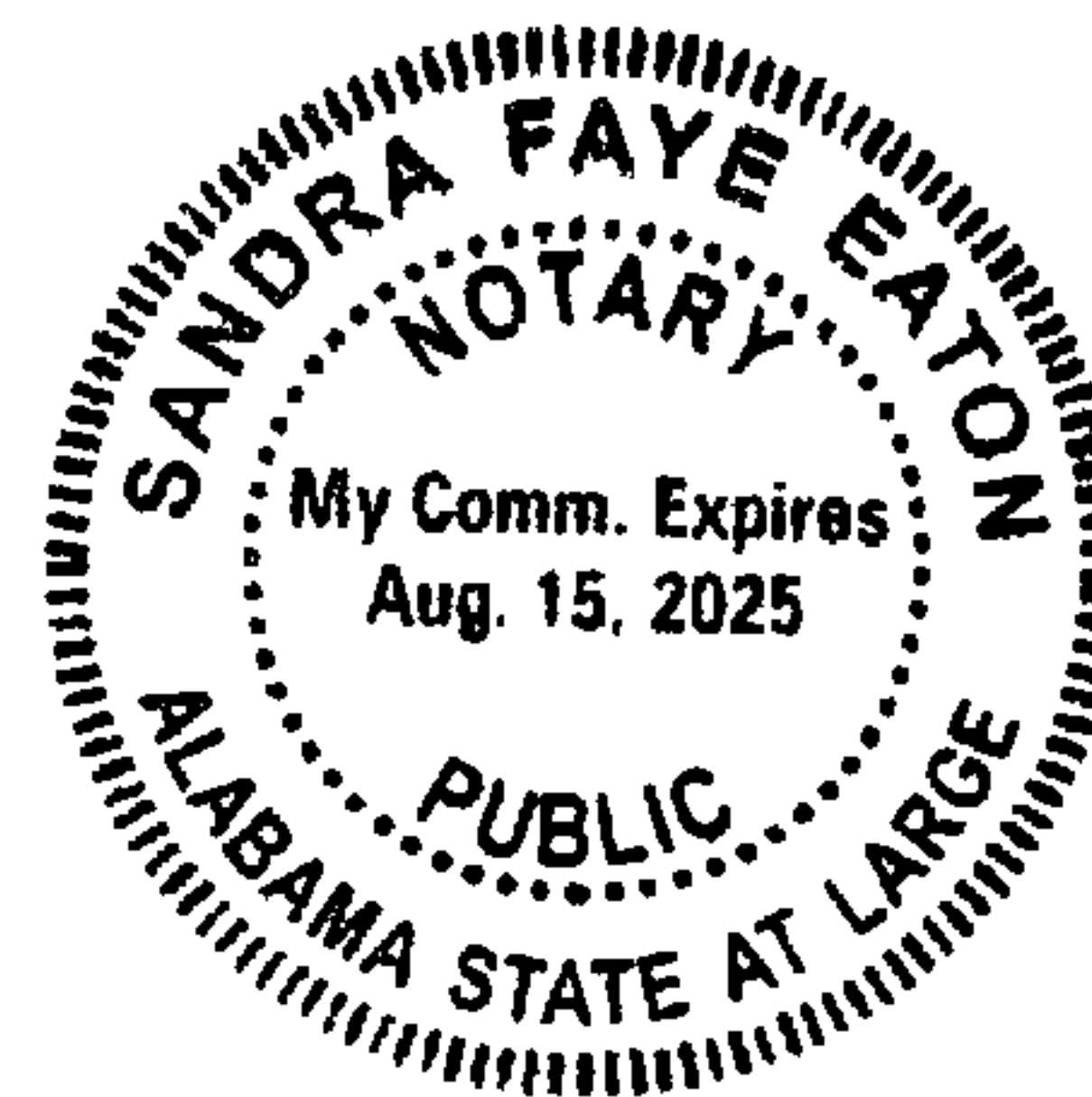
*Sandra Faye Eaton*  
Notary Public

[AFFIX SEAL]

My commission expires: 08-15-2025

This instrument was prepared by:

Wade Cornelius  
Maynard Nexsen PC  
1901 Sixth Avenue North, Suite 1700  
Birmingham, Alabama 35203-2618  
(205) 254-1000



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
07/28/2025 12:32:12 PM  
\$4531.00 BRITTANI  
20250728000228400

*Allie S. Bayl*