

**STATE OF ALABAMA
SHELBY COUNTY**

AGREEMENT NOT TO ENCUMBER

THIS AGREEMENT NOT TO ENCUMBER ("this Agreement") dated July 23, 2025, is entered into by **METRO HOSPITALITY, LLC**, an Alabama limited liability company ("**Metro**") and **EDWIN B. LUMPKIN, JR.**, an individual resident of the State of Alabama ("**Lumpkin**" and together with Metro, the "**Borrower**"), and **REGIONS BANK**, an Alabama state banking corporation ("Lender").

Recitals:

A. Borrower has requested that Lender extend to Borrower a loan in the original principal amount of Twelve Million and No/100 Dollars (\$12,000,000.00) (the "Loan").

B. The Loan has been made available to Borrower on the terms and conditions of that certain Loan Agreement by and between Borrower and Lender dated as even date herewith (the "Loan Agreement"). Capitalized terms used in this Agreement and not otherwise defined herein have the respective meanings attributed thereto in the Loan Agreement.

C. Metro is the owner of certain real property situated in Shelby County, Alabama located at 109 Metro Drive, Calera, Alabama 35040, as more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").

D. In order to induce Lender to make the Loan, Borrower has agreed to execute and deliver this Agreement to Lender.

Agreement:

1. **No Lien.** From the date hereof until the payment of and complete performance of the obligations under the Loan Agreement, and all other sums now or hereafter due and payable under the Loan Agreement, the Note, this Agreement or any other Loan Document and the termination of this Agreement by Lender in writing, unless Lender shall otherwise consent in writing, Borrower will not, whether directly or indirectly or voluntarily or involuntarily:

(a) Incur, create, assume or suffer to exist any mortgage, deed of trust, security deed, security agreement, financing statement, pledge, security interest, lien, charge or other encumbrance of any nature whatsoever (hereinafter collectively sometimes called "Liens") with respect to any of the Property, or any legal, beneficial or equitable interest therein; or

(b) (i) Sell, grant, convey, assign or otherwise transfer, by operation of law or otherwise, (ii) permit to be the subject of any transaction described in clause (i) above, (iii) enter into an agreement for any transaction described in clause (i) above with respect to, or (iv) grant an option which or take any action which pursuant to the terms of any agreement to which Borrower is a party may result in any transaction described in clause (i) above with respect to, any of the Property, or any legal, beneficial or equitable interest therein (the foregoing, collectively or severally, called "Transfer").

Any person or legal representative of Borrower to whom Borrower's interest in the Property or any Lien thereon passes, by operation of law or otherwise, shall be bound by the provisions of this

Agreement. The provisions of this Agreement shall apply to each and every such Lien or Transfer for all or any portion of the Property or any legal or equitable interest therein, regardless of whether or not Lender has consented to, or waived by its action or inaction its rights hereunder with respect to any previous Lien or Transfer of all or any portion of the Property or any legal, equitable or beneficial interest therein.

2. **Severability**. If all or any portion of this Agreement shall be held to be invalid, illegal or unenforceable in any respect or in any jurisdiction, then such invalidity, illegality or unenforceability shall not affect any other provision hereof, and such provision shall be limited and construed in such jurisdiction as if such invalid, illegal or unenforceable provision or portion thereof were not contained herein.

3. **Notice**. Any notice, demand, consent, approval, direction, agreement, or other communication required or permitted hereunder or under the Loan Agreement or any other Loan Document shall be in writing and shall be validly given if given in accordance with the Loan Agreement.

4. **Applicable Law**. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Alabama (without regard to principles of conflicts of laws) except as required by mandatory provisions of law and except to the extent that the validity of this Agreement is governed by the laws of any jurisdiction other than the State of Alabama.

5. **Provisions as to Covenants and Agreements**. All of Borrower's covenants and agreements hereunder shall run with the land and time is of the essence with respect thereto.

6. **Matters to be in Writing**. This Agreement cannot be altered, amended, modified, terminated, waived, released or discharged except in a writing signed by the party against whom enforcement is sought.

7. **Successors and Assigns**. The provisions hereof shall be binding upon Borrower and the heirs, devisees, representatives, successors and permitted assigns of Borrower, including the successors in interest of Borrower in and to all or any part of the Property, and shall inure to the benefit of the lenders and its successors, legal representatives, substitutes and assigns.

8. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned authorized representative of Borrower has executed and delivered this Agreement dated the date first set forth above.

BORROWER:

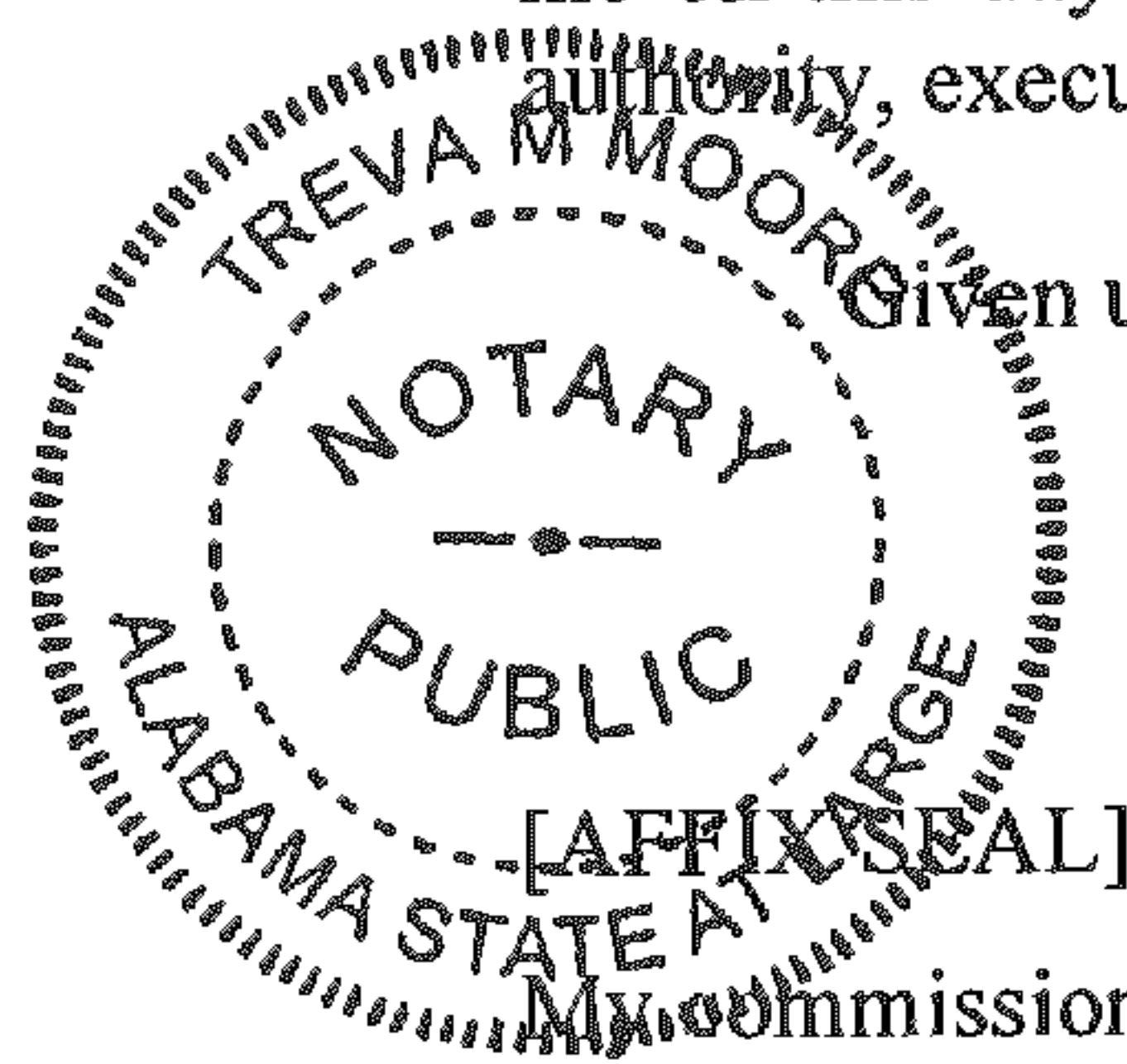
METRO HOSPITALITY, LLC

By: Edwin B. Lumpkin, Jr.
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 23 day of July, 2025.



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

Treva M Moore
Notary Public

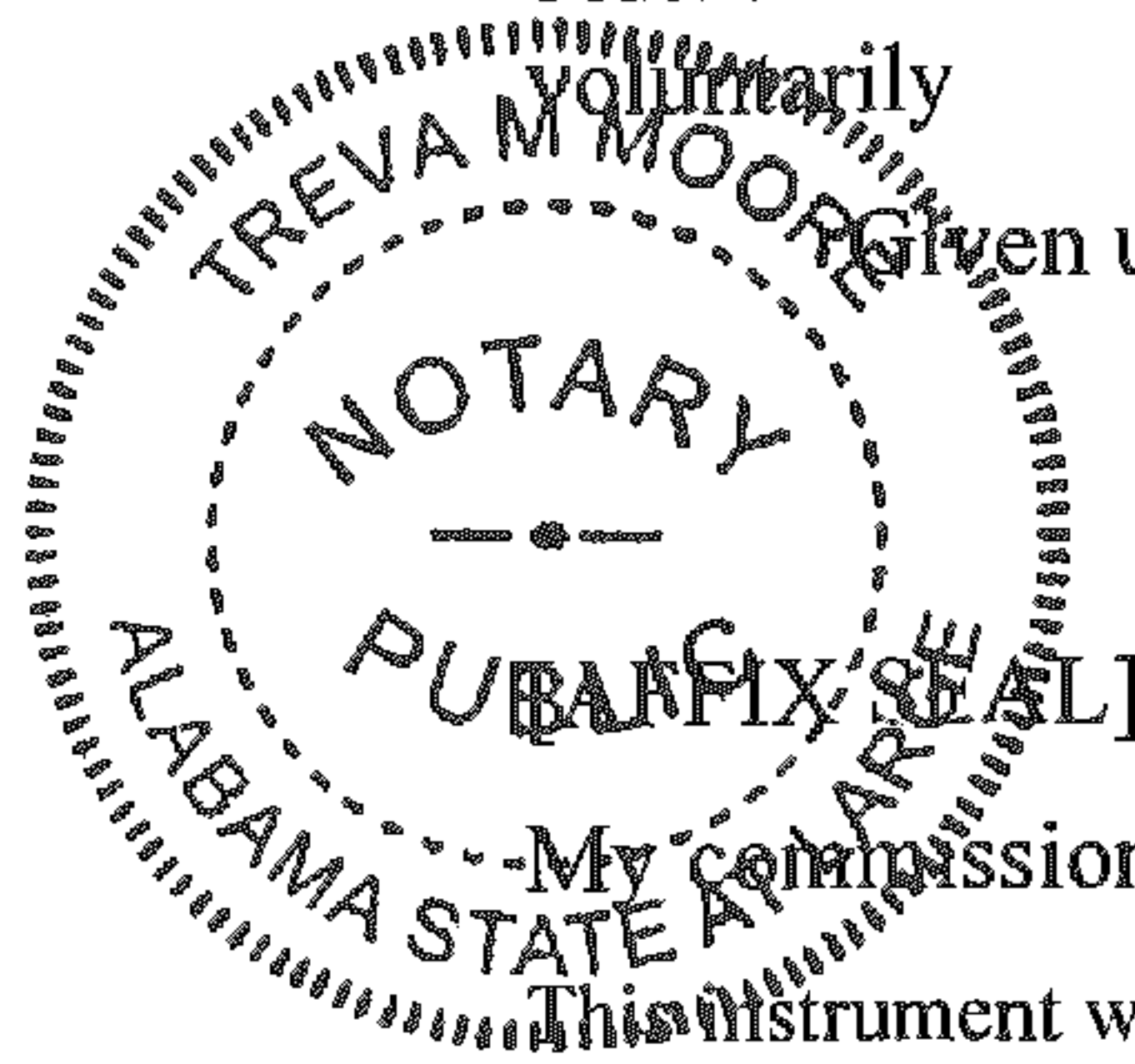
My commission expires: April 3, 2028

Edwin B. Lumpkin, Jr.
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 23 day of July, 2025.



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

Treva M Moore
Notary Public

My commission expires: April 3, 2028

This instrument was prepared by:
Wade Cornelius
Maynard Nexsen PC
1901 Sixth Avenue North, Suite 1700
Birmingham, AL 35203
205-254-1000

EXHIBIT A

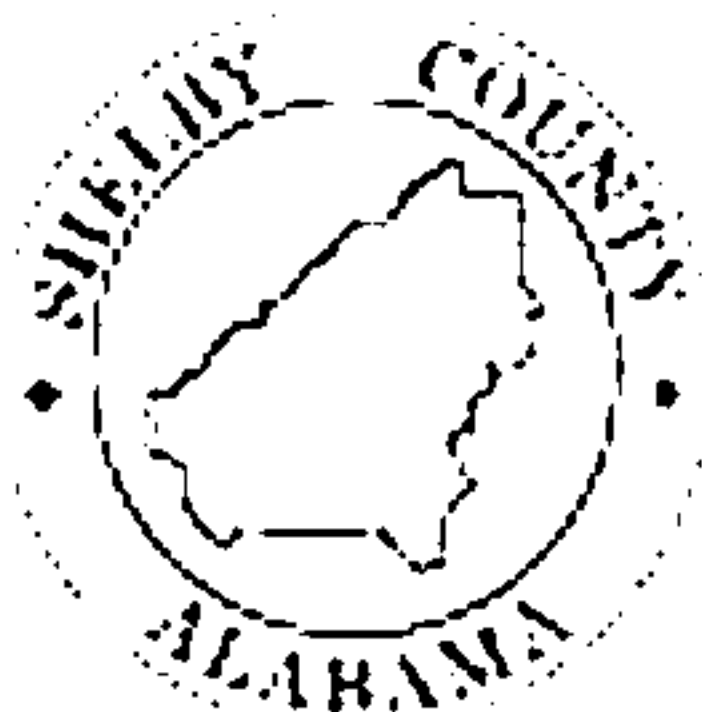
(Legal Description of the Property)

Parcel # 28-2-04-0-001-012.013 / 109 Metro Dr., Calera

A parcel of land situated in the Southwest Quarter of the Northeast Quarter, and the South Half of the Northwest Quarter, both lying in Section 4, Township 22 South, Range 2 West, St. Stephens Meridian, Shelby County, Alabama, and being more particularly described as follows:

Poor Quality

Beginning at an axle found at the Southeast corner of the Southeast Quarter of the Northwest Quarter of Section 4, Township 22 South, Range 2 West, St. Stephens Meridian, Shelby County, Alabama; thence run N88°21'57"W along the South boundary line of said quarter-quarter for a distance of 623.07 feet to a concrete monument found on the Northerly right-of-way line of I-65 (180 feet right); thence run N52°38'31"W along said right-of-way line for a distance of 954.39 feet to a concrete monument found (180 feet right of 305+85.9), said point also being on the Easterly right-of-way line of CHX Railroad; thence run N07°24'26"W along said right-of-way line for a distance of 801.37 feet to a 1 1/4" open top iron found, said point also being on the North boundary line of the North Half of the Northwest Quarter of Section 4, Township 22 South, Range 2 West; thence run S88°43'04"E along said North boundary line for a distance of 2352.52 feet to the West right-of-way line of Highway 31 (right-of-way width 100 feet), said point also being a 3/4" rebar found; thence run S10°16'53"E along said right-of-way line for a distance of 843.85 feet to a capped iron found (CA00279); thence leaving said right-of-way line, run N89°46'42"W for a distance of 1036.67 feet to a capped iron found (CA00279); thence run S02°06'24"E for a distance of 512.99 feet to the POINT OF BEGINNING.



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 07/28/2025 12:32:13 PM
 \$31.00 BRITTANI
 20250728000228410

Allie S. Bayl