This instrument prepared by:	
Michael J. Brandt	
Wallace, Jordan, Ratliff & Brandt, L.L.C	
800 Shades Creek Parkway, Suit	te 400
Birmingham, Alabama 35209	
STATE OF ALABAMA	)
SHELBY COUNTY	)

## FOURTH AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

THIS FOURTH AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT is dated as of the 25 day of August, 2025, by and between CHELSEA PARK HOLDING, LLC, a Delaware limited liability company ("Mortgagor") and BRYANT BANK, an Alabama state banking corporation ("Mortgagee").

WHEREAS, Mortgagor executed and delivered to Mortgagee that certain Mortgage and Security Agreement dated May 26, 2021 recorded as Instrument 20210527000261750 with the Shelby County Judge of Probate, as amended by that certain Amendment to Mortgage and Security Agreement dated December 22, 2021 recorded as Instrument 20211229000611310 with the Shelby County Judge of Probate, as further amended by that certain Second Amendment to Mortgage and Security Agreement dated March 27, 2024 and recorded on March 28, 2024 as Instrument 20240328000085410 with the Shelby County Judge of Probate, as further amended by that certain Third Amendment to Mortgage and Security Agreement dated July 19th, 2024 and recorded September 10, 2024 as Instrument 20240910000281510 with the Shelby County Judge of Probate (as amended, the "Mortgage"); and

WHEREAS, Mortgagor has requested that Mortgagee extend additional credit to Mortgagor, and Mortgagee is willing to do so on condition that Mortgagor execute and deliver this Amendment;

**NOW**, **THEREFORE**, in consideration of the premises, Mortgagor and Mortgagee hereby agree as follows:

In addition to the Secured Debt described in the Mortgage, the Mortgage shall also secure the payment of a certain Promissory Note in the principal sum of \$5,000,000.00 dated of even date herewith, executed by Mortgagor, payable to the order of Mortgagee, bearing interest as provided in said note, and any and all renewals, extensions, modifications, substitutions or increases of said note or any part thereof (the "Master Development Note").

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- 2. The new additional indebtedness secured by the Mortgage, as amended hereby, is \$5,000,000.00.
- Except as amended hereby, the Mortgage shall remain in full force and effect, and its provisions are ratified and affirmed.

[Signatures appear on the following pages]

IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this Amendment as of the date first above-written.

> CHELSEA PARK HOLDING, LLC, an Alabama limited liability company

Its Manager

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Douglas D. Eddleman, whose name as Manager of Chelsea Park Holding, LLC, a Delaware 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, in such capacity and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 35 of AUUVI, 2025.

Notary Public

My commission expires: March 14, 2027

[NOTARIAL SEAL]

KASEY PAVELITZ SMITH My Commission Expires March 14, 2027

BRYANT BANK,

an Alabama state banking corporation

By:

Randall W. Jordan Its Market President

STATE OF ALABAMA

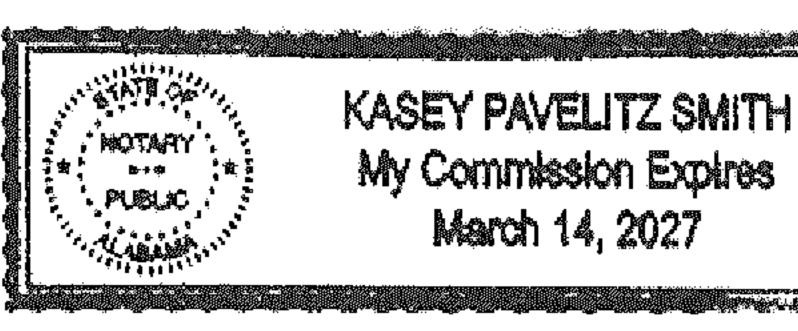
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Randall W. Jordan, whose name as Market President of Bryant Bank, an Alabama state 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, in such capacity and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this <u>25</u> of <u>AUGUST</u>, 2025.

Notary Public
My commission expires: March 14 a a a

[NOTARIAL SEAL]





Filed and Recorded Official Public Records Judge of Probate, Shelby County Alabama, County Clerk Shelby County, AL 09/04/2025 12:28:46 PM \$7534.00 PAYGE

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