

Prepared By and Returnable to:  
Spencer Fane LLP (APP)  
511 Union Street, Suite 1000  
Nashville, Tennessee 37219

**FIRST AMENDMENT TO  
ASSIGNMENT OF RENTS AND LEASES**

**THIS FIRST AMENDMENT TO ASSIGNMENT OF RENTS AND LEASES ("Amendment")** dated and effective as of the 30<sup>th</sup> day of December, 2025 ("Effective Date") between and among **SERVISFIRST BANK**, an Alabama banking corporation ("Lender") and **BDPM GROUP, LLC**, a Tennessee limited liability company ("Assignor" or "Borrower").

**WITNESSETH:**

**WHEREAS**, to secure an indebtedness evidenced by an Promissory Note dated December 17, 2020, in the original principal amount of \$2,782,500.00 (the "Loan"), executed by Assignor to Lender and all renewals, extensions, amendments and modifications thereof (collectively, the "Note"), Assignor executed that certain Assignment of Rents and Leases dated December 17, 2020, of record in Instrument #20201218000581860, Register's Office for Shelby County, Alabama (the "Assignment of Leases"); and

**WHEREAS**, Borrower has this day executed to Lender a First Amended and Restated Promissory Note, dated of even date herewith, in the original principal amount of \$2,442,689.43, which amends, modifies and restates the Note (the "Modified Note"); and

**WHEREAS**, the parties hereto desire to amend the Assignment of Leases to (i) provide that the Assignment of Leases, and all extensions, renewals, amendments and modifications thereof, shall secure the Modified Note; and (ii) make such additional modifications as set forth herein.

**NOW, THEREFORE**, for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. The Assignment of Leases shall secure the Modified Note in the original principal amount of \$2,442,689.43 which indebtedness matures on December 30, 2030, and any and all extensions, renewals, amendments and modifications thereof. Nothing herein shall otherwise modify the definition of the "Loan" and "Other Indebtedness," all of which remain secured by the Assignment of Leases, as amended hereby.

2. The provisions of the Assignment of Leases are hereby amended to the extent necessary to conform to the foregoing, but no further or otherwise. In the event of default in payment of the indebtedness secured thereby, or in the event of default in any other provision of the Note or Assignment of Leases, amended hereby, the provisions of said instruments making the whole of the indebtedness due and payable shall be, and continue to be, in full force and effect and the Assignment of Leases, as amended hereby, shall be and continue to be a lien upon the real property conveyed in Assignment of Leases. The Assignment of Leases shall be and remain in full force and effect with all its covenants and provisions, except as expressly provided herein, the holder of the indebtedness hereby reserving the rights, remedies and privileges, as provided therein, and in the Assignment of Leases, as amended hereby.

3. Assignor warrants and covenants that it has neither done, nor permitted to be done, any act, claim, instrument, document, deed of trust, lien, etc. nor has any lien or claim arisen by operation of law that shall be superior in time or right to the security provided by this Amendment since the recording of the Assignment of Leases.

4. This Amendment shall be binding upon respective heirs, successors and assigns of Borrower.

5. Capitalized terms used herein and not defined shall have the meaning ascribed to them in that certain Loan and Security Agreement dated December 17, 2020, between Borrower and Lender.

*[Signatures on Next Page]*

*[Signature page of First Amendment to Assignment of Rents and Leases]*

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

**ASSIGNOR:**

**BDPM GROUP, LLC**, a Tennessee limited liability company

By: Rachael Franks  
Rachael Franks, President

**LENDER:**

**SERVISFIRST BANK**

By: Heidi Phillips  
Heidi Phillips, Vice President



Filed and Recorded  
 Official Public Records  
 Judge of Probate, Shelby County Alabama, County  
 Clerk  
 Shelby County, AL  
 01/05/2026 02:21:21 PM  
 \$31.00 JOANN  
 20260105000003090

*Allen S. Boyd*

**[Notary Acknowledgments of First Amendment to Assignment of Rents and Leases]**

STATE OF TENNESSEE )  
 )  
 COUNTY OF WILLIAMSON )

Personally appeared before me, the undersigned, of the state and county aforesaid, personally appeared Rachael Franks, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be a President of BDPM Group, LLC, a Tennessee limited liability company, the within named bargainer, and that she as such President, executed the foregoing instrument for the purposes therein contained, by signing the name of the company as President.

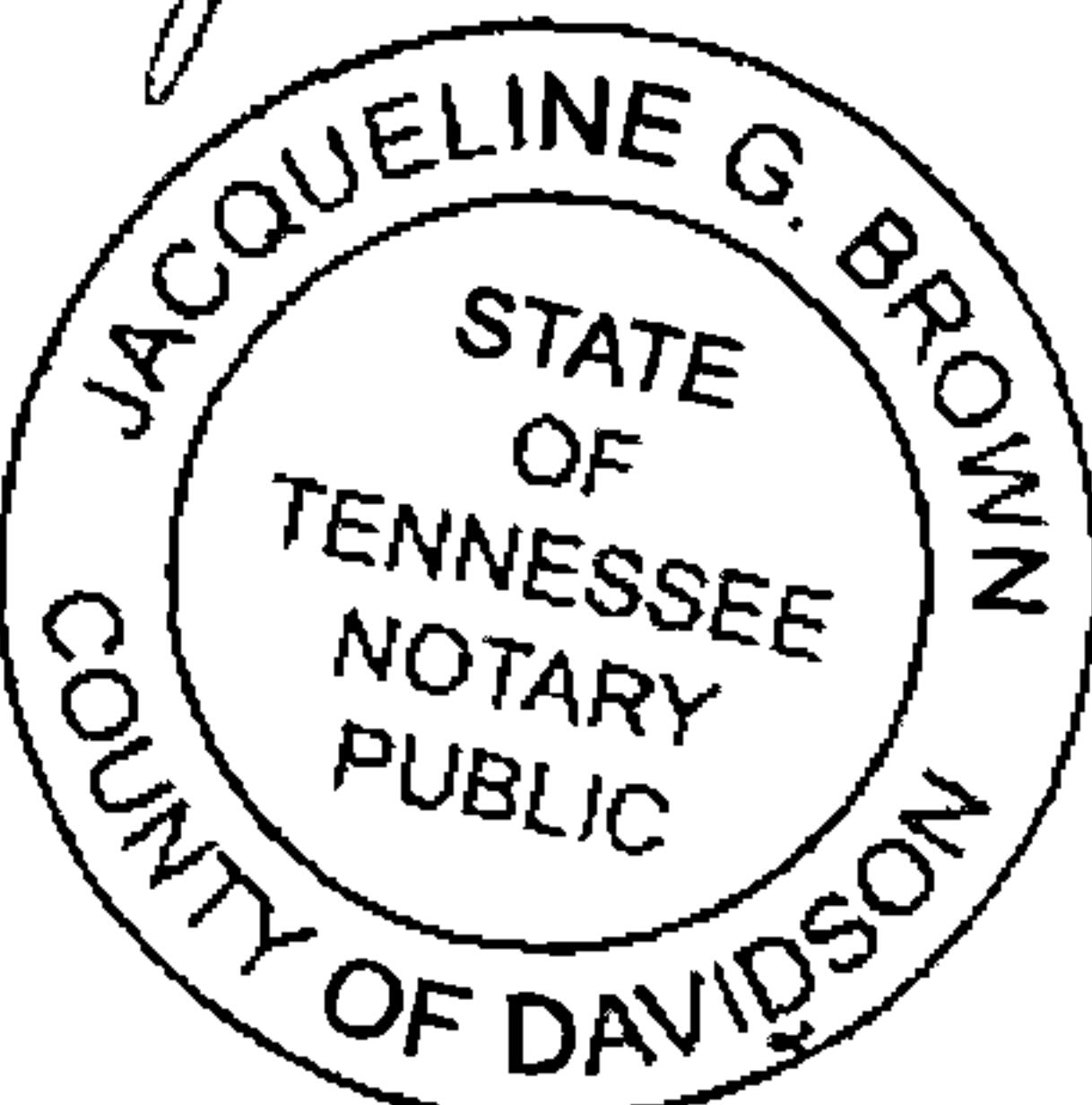
WITNESS my hand, at office, this 26<sup>th</sup> day of December, 2025.

*Jacqueline G. Brown*  
 NOTARY PUBLIC

My Commission Expires: 11-5-29

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STATE OF TENNESSEE )  
 )  
 COUNTY OF Williamson )



Personally appeared before me, the undersigned, of the state and county aforesaid, personally appeared Heidi Phillips, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the Vice President of ServisFirst Bank, an Alabama banking corporation, the within named bargainer, and that she as such Vice President, executed the foregoing instrument for the purposes therein contained, by signing the name of the banking corporation as Vice President.

WITNESS my hand, at office, this 26<sup>th</sup> day of December, 2025.

*Jacqueline G. Brown*  
 NOTARY PUBLIC

My Commission Expires: 11-5-29

