
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D
(Rule 13d-101)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT
TO RULE 13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT
TO RULE 13d-2(a)

Southern States Bancshares, Inc.

(Name of Issuer)

Common Stock, \$5.00 par value per share

(Title of Class of Securities)

843878307

(CUSIP Number)

James J. Lynch
Patriot Financial Partners II, L.P.
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100 Matsonford Road
Radnor, PA 19087
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(Name, Address, Telephone Number of Person Authorized to Receive Notices and Communications)

August 19, 2021

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box .

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7(b) for other parties to whom copies are to be sent.

1	NAMES OF REPORTING PERSON I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) Patriot Financial Partners II, L.P.		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP		(a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>
3	SEC USE ONLY		
4	SOURCE OF FUNDS OO		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)		<input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware		
	NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
		8	SHARED VOTING POWER 735,859
		9	SOLE DISPOSITIVE POWER 0
		10	SHARED DISPOSITIVE POWER 735,589
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 735,589		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES		<input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 8.2%¹		
14	TYPE OF REPORTING PERSON PN		

¹ This calculation is based on 9,012,857 shares of voting common stock, \$5.00 par value per share, of Southern States Bancshares, Inc. outstanding as of August 20, 2021 (on a pro forma basis accounting for the Funds' conversion of 341,417 shares of non-voting common stock on August 19, 2021 as discussed in Item 3 below).

1	NAMES OF REPORTING PERSON I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) Patriot Financial Partners Parallel II, L.P.		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP		(a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>
3	SEC USE ONLY		
4	SOURCE OF FUNDS OO		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)		<input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER	0
	8	SHARED VOTING POWER	85,840
	9	SOLE DISPOSITIVE POWER	0
	10	SHARED DISPOSITIVE POWER	85,840
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 85,840		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES		<input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 1.0%²		
14	TYPE OF REPORTING PERSON PN		

² This calculation is based on 9,012,857 shares of voting common stock, \$5.00 par value per share, of Southern States Bancshares, Inc. outstanding as of August 20, 2021 (on a pro forma basis accounting for the Funds' conversion of 341,417 shares of non-voting common stock on August 19, 2021 as discussed in Item 3 below).

1	NAMES OF REPORTING PERSON I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) Patriot Financial Manager, L.P.		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP		(a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>
3	SEC USE ONLY		
4	SOURCE OF FUNDS OO		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)		<input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER	0
	8	SHARED VOTING POWER	858
	9	SOLE DISPOSITIVE POWER	0
	10	SHARED DISPOSITIVE POWER	858
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 858		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES		<input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.0%³		
14	TYPE OF REPORTING PERSON PN		

³ This calculation is based on 9,012,857 shares of voting common stock, \$5.00 par value per share, of Southern States Bancshares, Inc. outstanding as of August 20, 2021 (on a pro forma basis accounting for the Funds' conversion of 341,417 shares of non-voting common stock on August 19, 2021 as discussed in Item 3 below).

1	NAMES OF REPORTING PERSON I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) Patriot Financial Manager, LLC		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP		(a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>
3	SEC USE ONLY		
4	SOURCE OF FUNDS OO		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)		<input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER	0
	8	SHARED VOTING POWER	858
	9	SOLE DISPOSITIVE POWER	0
	10	SHARED DISPOSITIVE POWER	858
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 858		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES		<input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.0% ³		
14	TYPE OF REPORTING PERSON OO		

³ This calculation is based on 9,012,857 shares of voting common stock, \$5.00 par value per share, of Southern States Bancshares, Inc. outstanding as of August 20, 2021 (on a pro forma basis accounting for the Funds' conversion of 341,417 shares of non-voting common stock on August 19, 2021 as discussed in Item 3 below).

1	NAMES OF REPORTING PERSON I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) Patriot Financial Partners GP II, L.P.		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP		(a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>
3	SEC USE ONLY		
4	SOURCE OF FUNDS OO		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)		<input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER	0
	8	SHARED VOTING POWER	822,287
	9	SOLE DISPOSITIVE POWER	0
	10	SHARED DISPOSITIVE POWER	822,287
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 822,287		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES		<input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 9.1%⁴		
14	TYPE OF REPORTING PERSON PN		

⁴ This calculation is based on 9,012,857 shares of voting common stock, \$5.00 par value per share, of Southern States Bancshares, Inc. outstanding as of August 20, 2021 (on a pro forma basis accounting for the Funds' conversion of 341,417 shares of non-voting common stock on August 19, 2021 as discussed in Item 3 below).

1	NAMES OF REPORTING PERSON I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) Patriot Financial Partners GP II, LLC		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP		(a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>
3	SEC USE ONLY		
4	SOURCE OF FUNDS AF		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)		<input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER	0
	8	SHARED VOTING POWER	822,287
	9	SOLE DISPOSITIVE POWER	0
	10	SHARED DISPOSITIVE POWER	822,287
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 822,287		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES		<input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 9.1%⁵		
14	TYPE OF REPORTING PERSON OO		

⁵ This calculation is based on 9,012,857 shares of voting common stock, \$5.00 par value per share, of Southern States Bancshares, Inc. outstanding as of August 20, 2021 (on a pro forma basis accounting for the Funds' conversion of 341,417 shares of non-voting common stock on August 19, 2021 as discussed in Item 3 below).

1	NAMES OF REPORTING PERSON I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) W. Kirk Wycoff		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP		(a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>
3	SEC USE ONLY		
4	SOURCE OF FUNDS AF		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)		<input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER	0
	8	SHARED VOTING POWER	822,287
	9	SOLE DISPOSITIVE POWER	0
	10	SHARED DISPOSITIVE POWER	822,287
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 822,287		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES		<input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 9.1%⁶		
14	TYPE OF REPORTING PERSON IN		

⁶ This calculation is based on 9,012,857 shares of voting common stock, \$5.00 par value per share, of Southern States Bancshares, Inc. outstanding as of August 20, 2021 (on a pro forma basis accounting for the Funds' conversion of 341,417 shares of non-voting common stock on August 19, 2021 as discussed in Item 3 below).

1	NAMES OF REPORTING PERSON I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) Ira M. Lubert	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>
3	SEC USE ONLY	
4	SOURCE OF FUNDS AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)	<input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 822,287
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 822,287
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 822,287	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	<input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 9.1%⁷	
14	TYPE OF REPORTING PERSON IN	

⁷ This calculation is based on 9,012,857 shares of voting common stock, \$5.00 par value per share, of Southern States Bancshares, Inc. outstanding as of August 20, 2021 (on a pro forma basis accounting for the Funds' conversion of 341,417 shares of non-voting common stock on August 19, 2021 as discussed in Item 3 below).

1	NAMES OF REPORTING PERSON I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) James J. Lynch	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>
3	SEC USE ONLY	
4	SOURCE OF FUNDS AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)	<input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 822,287
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 822,287
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 822,287	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	<input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 9.1%⁸	
14	TYPE OF REPORTING PERSON IN	

⁸ This calculation is based on 9,012,857 shares of voting common stock, \$5.00 par value per share, of Southern States Bancshares, Inc. outstanding as of August 20, 2021 (on a pro forma basis accounting for the Funds' conversion of 341,417 shares of non-voting common stock on August 19, 2021 as discussed in Item 3 below).

1	NAMES OF REPORTING PERSON I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) James F. Deutsch		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP		(a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>
3	SEC USE ONLY		
4	SOURCE OF FUNDS AF		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)		<input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER	0
	8	SHARED VOTING POWER	822,287
	9	SOLE DISPOSITIVE POWER	0
	10	SHARED DISPOSITIVE POWER	822,287
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 822,287		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES		<input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 9.1%⁹		
14	TYPE OF REPORTING PERSON IN		

⁹ This calculation is based on 9,012,857 shares of voting common stock, \$5.00 par value per share, of Southern States Bancshares, Inc. outstanding as of August 20, 2021 (on a pro forma basis accounting for the Funds' conversion of 341,417 shares of non-voting common stock on August 19, 2021 as discussed in Item 3 below).

Item 1. Security and Issuer

The title and class of equity security to which this statement on Schedule 13D relates is the common stock, \$5.00 par value per share ("Common Stock"), of Southern States Bancshares, Inc. (the "Issuer" or the "Company"), whose principal executive offices are located at 615 Quintard Avenue, Anniston, Alabama 36201.

Item 2. Identity and Background

This Schedule 13D is being jointly filed by the parties identified below. All of the filers of this Schedule 13D are collectively referred to as the "Patriot Financial Group II." The Joint Filing Agreement of the members of the Patriot Financial Group II is filed as Exhibit 1 to this Schedule 13D.

(a) - (c) The following are members of the Patriot Financial Group II:

- Patriot Financial Partners II, L.P., a Delaware limited partnership (the "Patriot Fund II");
 - Patriot Financial Partners Parallel II, L.P., a Delaware limited partnership (the "Patriot Parallel Fund II" and together with the Patriot Fund II, the "Funds");
 - Patriot Financial Partners GP II, L.P., a Delaware limited partnership and general partner of the Funds ("Patriot GP II");
 - Patriot Financial Manager, L.P., which provides advisory services to certain members of the Patriot Financial Group II ("Patriot Manager");
 - Patriot Financial Manager, LLC, a Delaware limited liability company and general partner of Patriot Manager ("Patriot LLC");
 - Patriot Financial Partners GP II, LLC, a Delaware limited liability company and general partner of Patriot GP II ("Patriot II LLC");
 - W. Kirk Wycoff, Ira M. Lubert and James J. Lynch, each of whom serve as general partners of the Funds and Patriot GP II and are members of Patriot II LLC; and
 - James F. Deutsch, who is a member of the Funds' Investment Committee.
-

The Funds are private equity funds focused on investing in community banks and financial service-related companies throughout the United States. The principal business of Patriot GP II is to serve as the general partner of and to manage the Funds. The principal business of Patriot Manager is to provide advisory services to certain members of the Patriot Financial Group II. The principal business of Patriot II LLC is to serve as the general partner of and to manage Patriot GP II. The principal employment of Messrs. Wycoff, Lubert, Lynch and Deutsch is investment management with each of the Funds, Patriot GP II and Patriot II LLC.

The business address of each member of the Patriot Financial Group II is c/o Patriot Financial Partners II, L.P., Four Radnor Corporate Center, Suite 210,100 Matsonford Road, Radnor, PA 19087.

(d) During the last five years, no member of the Patriot Financial Group II has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the last five years, no member of the Patriot Financial Group II has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) Each natural person who is a member of the Patriot Financial Group II is a citizen of the United States.

Item 3. Source and Amount of Funds or Other Consideration

Pursuant to a Stock Purchase Agreement (the "Stock Purchase Agreement"), dated December 27, 2016, by and among the Company and each purchaser identified on the signature pages thereto (the "Investors"), the Funds purchased from the Company 265,714 shares of voting common stock, \$5.00 par value per share, of the Company and 161,143 shares of a newly-issued series of convertible perpetual preferred stock, series B, \$0.01 value per share, of the Company (the "Series B Preferred Stock") for a purchase price of \$14.00 per share of voting common stock and \$70.00 per share of Series B Preferred Stock, or \$16,631,524 in the aggregate. The purchases were made with working capital of the Funds obtained from a line of credit. The line of credit was then repaid with proceeds from investor capital calls in the normal course of business.

The Series B Preferred Stock was non-voting and, under certain conditions, was convertible into shares of non-voting common stock of the Company on a one-to-five basis. On May 1, 2017, the Funds converted the 161,143 shares of Series B Preferred Stock into 805,715 shares of non-voting common stock of the Company. Pursuant to the Company's Amended and Restated Certificate of Incorporation, the non-voting common stock was convertible by its terms into voting common stock of the Company on a one-to-one basis, provided that upon conversion the holder, together with its affiliates, would not own or control in the aggregate more than 9.9% of the voting common stock of the Company. On April 8, 2021, the Funds converted 464,298 shares of non-voting common stock to voting common stock for no consideration. On August 16, 2021, the Funds sold an aggregate of 250,000 shares of voting common stock in connection with the Company's Initial Public Offering at a per share price of \$17.67 pursuant to an Underwriting Agreement, dated August 11, 2021. On August 19, 2021, the Funds converted their remaining 341,417 shares of non-voting common stock to voting common stock for no consideration.

Item 4. Purpose of Transaction

The Funds acquired the Common Stock reported herein for investment purposes and the acquisition of shares of Common Stock was not motivated by an intent to exercise control, directly or indirectly, over the management, policies or business operations of the Issuer. Subject to applicable federal and state securities laws, Patriot Financial Group II may dispose of shares of the Common Stock from time to time, subject to market conditions and other investment considerations, and may cause shares of the Common Stock to be distributed in kind to investors. To the extent permitted by applicable bank regulatory limitations, each member of the Patriot Financial Group II may directly or indirectly acquire additional shares of Common Stock or associated rights or securities exercisable for or convertible into Common Stock, depending upon an ongoing evaluation of its investment in the Common Stock and securities exercisable for or convertible into Common Stock, applicable legal restrictions, prevailing market conditions, liquidity requirements of such member of the Patriot Financial Group II and/or investment considerations.

Other than as described in this Item 4, each member of the Patriot Financial Group II has no present plans or proposals that relate to or would result in any of the events set forth in Items 4(a) through (j) of Schedule 13D. However, each member of the Patriot Financial Group II reserves the right to change its plans at any time, as it deems appropriate, in light of its ongoing evaluation of (i) its business and liquidity objectives; (ii) the Company's financial condition, business, operations, competitive position, prospects and/or share price; (iii) industry, economic and/or securities markets conditions; (iv) alternative investment opportunities; and (v) other relevant factors.

Item 5. Interest in Securities of the Issuer

The information contained on the cover pages to this Schedule 13D and the information set forth or incorporated in Items 2, 3, 4 and 6 is incorporated herein by reference.

(a) and (b)

Entity	Amount Beneficially Owned	Percent of Class ⁽²⁾	Sole Power to Vote or Direct the Vote	Shared Power to Vote or Direct the Vote	Sole Power to Dispose or Direct the Disposition	Shared Power to Dispose or Direct the Disposition
Patriot Fund II, LP	735,859	8.2%	0	735,859	0	735,859
Patriot Parallel Fund II, LP	85,840	1.0%	0	85,840	0	85,840
Patriot II GP ⁽¹⁾	822,287	9.1%	0	822,287	0	822,287
Patriot Manager	858	0.0%	0	858	0	858
Patriot LLC	858	0.0%	0	858	0	858
Patriot II LLC ⁽¹⁾	822,287	9.1%	0	822,287	0	822,287
W. Kirk Wycoff ⁽¹⁾	822,287	9.1%	0	822,287	0	822,287
Ira M. Lubert ⁽¹⁾	822,287	9.1%	0	822,287	0	822,287
James J. Lynch ⁽¹⁾	822,287	9.1%	0	822,287	0	822,287
James F. Deutsch ⁽¹⁾	822,287	9.1%	0	822,287	0	822,287

(1) Each of Patriot II GP, Patriot II LLC, Mr. Wycoff, Mr. Lubert, Mr. Lynch and Mr. Deutsch disclaims beneficial ownership of the voting common stock owned by the Funds, except to the extent of its or his pecuniary interest therein.

(2) This calculation is based on 9,012,857 shares of voting common stock, \$5.00 par value per share, of Southern States Bancshares, Inc. outstanding as of August 20, 2021 (on a pro forma basis accounting for the Funds' conversion of 341,417 shares of non-voting common stock on August 19, 2021 as discussed in Item 3 above).

(c) No members of the Patriot Financial Group II had any transactions in the Common Stock (or securities convertible into Common Stock) during the past 60 days, except as described and referenced in Item 3 of this Schedule 13D.

(d) Other than the Patriot Financial Group II, no other person has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the securities of the Company referred to in this Item 5.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

As described in Item 3 of this Schedule 13D, on December 27, 2016, pursuant to the Stock Purchase Agreement, the Company sold an aggregate of (1) 2,137,143 shares of its voting common stock to the Investors, including the Funds, and (2) 161,143 shares of Series B Preferred Stock to the Funds (collectively, the “Shares”). The following is a description of certain terms of the Stock Purchase Agreement:

Representations and Warranties. The Stock Purchase Agreement contains customary representations and warranties by the Company and the Investors. The Stock Purchase Agreement also contains customary indemnification obligations by the Company and the Investors, including with respect to breaches of representations, warranties and covenants, subject to the limitations set forth in the Stock Purchase Agreement.

Transfer Restrictions. Pursuant to the Stock Purchase Agreement, the Investors agreed not to sell or dispose of the Shares unless doing so was in compliance with the registration requirements or exemptions of the Securities Act of 1933, as amended (the “Securities Act”), and applicable state securities laws. Subject to compliance with applicable securities laws, however, the Investors are permitted to transfer, sell, assign or otherwise dispose of the Shares at any time, provided that the transferee agree in writing to be bound by the terms of the Stock Purchase Agreement and the Registration Rights Agreement (as defined below).

Preemptive Rights. The Stock Purchase Agreement provides that as long as an Investor (and its affiliates) own at least 50% of the Shares that such Investor purchased pursuant to the Stock Purchase Agreement or 4.9% or more of the voting common stock of the Company then outstanding, such Investor may purchase additional shares of the Company’s common stock (either voting or non-voting, as applicable) to maintain their ownership percentage in the Company. Such rights do not apply to certain transactions such as a merger, but apply to a public or private offerings of common stock.

Board Representation. The Stock Purchase Agreement also provides the Funds with the right to select one representative to the Company's and Southern States Bank's boards of directors and one observer to attend the meetings of the Company's and the Southern States Bank's boards of directors as long as the Funds (and their affiliates) own at least 50% of the Shares that they purchased pursuant to the Stock Purchase Agreement, or 4.9% or more of the voting common stock of the Company then outstanding. The Company is required to use reasonable best efforts to have the Fund's board representative elected as a director and recommend that its shareholders elect such board representative at any shareholders' meeting.

Passivity Commitments. In connection with the Stock Purchase Agreement, the Investors made certain customary passivity commitments to the Federal Reserve to ensure that the Investors and their affiliates will not, among other things, exercise or attempt to exercise a controlling influence over the management or policies of the Company or any of its subsidiaries.

ERISA Matters. The Funds were provided customary Venture Capital Operating Company ("VCOC") rights pursuant to the VCOC Letter Agreement, dated as of December 27, 2016, by and between the Funds and the Company (the "VCOC Letter Agreement"), regarding certain information rights and rights to consult with the Company so long as the Funds (or its affiliates) own shares of the Company acquired under the Stock Purchase Agreement.

Registration Rights. In connection with the transaction contemplated by the Stock Purchase Agreement, the Company entered into a Registration Rights Agreement, dated December 28, 2016, with the Investors (the "Registration Rights Agreement"), which provided for demand and piggyback registration rights with respect to the Shares. Pursuant to such demand registration rights, the Funds were entitled to require the Company to file a registration statement with the Securities and Exchange Commission (the "SEC") for the resale of the Shares by the Funds. Subject to the terms of the Registration Rights Agreement, the other Investors were permitted to include their Shares for resale in such registration statement. The Registration Rights Agreement permits the Funds to make two such demand requests, provided that such requests are 180 days or more apart. In addition, if the Company files a registration statement for a primary or secondary offering of its securities (other than a registration statement related to equity compensation plans or mergers and acquisitions), the Registration Rights Agreement requires the Company to notify the Investors who may then elect to have their Shares included in a piggyback registration statement for resale.

Lock-Up Agreement. In connection with the Company's Initial Public Offering, the Funds and the Manager entered into a Lock-Up Agreement with the underwriters for the offering (the "Underwriters") in the form attached hereto as Exhibit 5 (the "Lock-Up Agreement"). Under the Lock-Up Agreement, for a period of 180 days after the date of the Underwriting Agreement entered into between the Company and the Underwriters in connection with the offering (the "Underwriting Agreement"), neither the Funds nor the Manager may, without the prior written approval of the Underwriters, subject to limited exceptions, (i) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant for the sale of, hypothecate, establish an open "put equivalent position" within the meaning of Rule 16a-1(h) under the Securities Exchange Act of 1934, as amended, or otherwise dispose of or transfer any shares of Common Stock or any securities convertible into or exchangeable or exercisable for or repayable with Common Stock, including any Common Stock purchased pursuant to the Company's Directed Share Program, whether then owned or thereafter acquired or with respect to which the Funds or the Manager had or thereafter acquired the power of disposition, or exercise any right with respect to the registration of any of the foregoing or file or cause to be filed any registration in connection therewith under the Securities Act; (ii) enter into any swap, hedge or any other agreement or any transaction that transfers, in whole or in part, the economic consequence of ownership of Common Stock or any securities convertible or exchangeable or exercisable for or repayable with Common Stock, whether any such swap, hedge or transaction is to be settled by delivery of Common Stock or other securities, in cash or otherwise; or publicly disclose the intention to make any such offer, pledge, sale or disposition, or to enter into any such swap, hedge, transaction or other arrangement.

The foregoing descriptions are qualified in their entirety by reference to the Stock Purchase Agreement, the VCOC Letter Agreement, the Registration Rights Agreement and the Form of Lock-Up Agreement, copies of which are included herewith as Exhibit 2, Exhibit 3, Exhibit 4, and Exhibit 5, respectively, and are incorporated by reference herein.

Item 7. Material to Be Filed as Exhibits

1. [Joint Filing Agreement, dated as of August 30, 2021, by and among Patriot Financial Partners II, LP, Patriot Financial Partners Parallel II, LP, Patriot Financial Partners GP II, LP, Patriot Financial Manager, L.P., Patriot Financial Partners GP, LLC, W. Kirk Wycoff, Ira M. Lubert, James J. Lynch and James F. Deutsch.](#)
2. [Stock Purchase Agreement by and among Southern States Bancshares, Inc. and the purchasers identified on the signature pages thereto, dated as of December 27, 2016.](#)⁽¹⁾
3. [Registration Rights Agreement, dated as of December 28, 2016, by and among Southern States Bancshares, Inc. and the purchasers party thereto.](#)⁽²⁾
4. [VCOC Letter Agreement, dated as of December 27, 2016, by and between the Funds and the Company.](#)
5. [Form of Lock-Up Agreement.](#)

(1) Incorporated by reference to Exhibit 10.17 to Form S-1/A (File No. 333-257915) filed by the Company on July 30, 2021.

(2) Incorporated by reference to Exhibit 10.16 to Form S-1/A (File No. 333-257915) filed by the Company on July 30, 2021.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Date: August 30, 2021

PATRIOT FINANCIAL PARTNERS II, L.P.

By: /s/ W. Kirk Wycoff

W. Kirk Wycoff, a member of Patriot Financial Partners GP II, LLC, the general partner of Patriot Financial Partners GP II, L.P., the general partner of Patriot Financial Partners II, L.P.

PATRIOT FINANCIAL PARTNERS PARALLEL II, L.P.

By: /s/ W. Kirk Wycoff

W. Kirk Wycoff, a member of Patriot Financial Partners GP II, LLC, the general partner of Patriot Financial Partners GP II, L.P., the general partner of Patriot Financial Partners Parallel II, L.P.

PATRIOT FINANCIAL PARTNERS GP II, L.P.

By: /s/ W. Kirk Wycoff

W. Kirk Wycoff, a member of Patriot Financial Partners GP II, LLC., the general partner of Patriot Financial Partners GP II, L.P.

PATRIOT FINANCIAL MANAGER, L.P.

By: /s/ W. Kirk Wycoff

W. Kirk Wycoff, a member of Patriot Financial Manager, LLC, the general partner of Patriot Financial Manager, L.P.

PATRIOT FINANCIAL MANAGER, LLC

By: /s/ W. Kirk Wycoff

W. Kirk Wycoff, member

PATRIOT FINANCIAL PARTNERS GP II, LLC

By: /s/ W. Kirk Wycoff

W. Kirk Wycoff, a member

By: /s/ Ira M. Lubert

Ira M. Lubert

By: /s/ James J. Lynch

James J. Lynch

By: /s/ James F. Deutsch

James F. Deutsch

EXHIBIT 1

JOINT FILING AGREEMENT

Pursuant to Rule 13d-1(k)(1) under the Securities Exchange Act of 1934, as amended, the undersigned hereby agree that the Schedule 13D to which this Joint Filing Agreement is being filed as an exhibit shall be a joint statement filed on behalf of each of the undersigned.

Date: August 30, 2021

PATRIOT FINANCIAL PARTNERS II, L.P.

By: /s/ W. Kirk Wycoff

W. Kirk Wycoff, a member of Patriot Financial Partners GP II, LLC, the general partner of Patriot Financial Partners GP II, L.P., the general partner of Patriot Financial Partners II, L.P.

PATRIOT FINANCIAL PARTNERS PARALLEL II, L.P.

By: /s/ W. Kirk Wycoff

W. Kirk Wycoff, a member of Patriot Financial Partners GP II, LLC, the general partner of Patriot Financial Partners GP II, L.P., the general partner of Patriot Financial Partners Parallel II, L.P.

PATRIOT FINANCIAL PARTNERS GP II, L.P.

By: /s/ W. Kirk Wycoff

W. Kirk Wycoff, a member of Patriot Financial Partners GP II, LLC., the general partner of Patriot Financial Partners GP II, L.P.

PATRIOT FINANCIAL MANAGER, L.P.

By: /s/ W. Kirk Wycoff

W. Kirk Wycoff, a member of Patriot Financial Manager, LLC, the general partner of Patriot Financial Manager, L.P.

PATRIOT FINANCIAL MANAGER, LLC

By: /s/ W. Kirk Wycoff

W. Kirk Wycoff, member

PATRIOT FINANCIAL PARTNERS GP II, LLC

By: /s/ W. Kirk Wycoff

W. Kirk Wycoff, a member

By: /s/ Ira M. Lubert

Ira M. Lubert

By: /s/ James J. Lynch

James J. Lynch

By: /s/ James F. Deutsch

James F. Deutsch

PATRIOT VCOC LETTER AGREEMENT

Southern States Bancshares, Inc.
615 Quintard Avenue
Anniston, Alabama 36201
December 27, 2016

Patriot Financial Partners II, L.P.
Cira Centre
2929 Arch Street, Floor 27
Philadelphia, PA 19104-2868

Dear Sir/Madam:

Reference is made to the Stock Purchase Agreement, dated as of December 27, 2016 (the "Agreement"), by and among Southern States Bancshares, Inc., an Alabama corporation (the "Corporation"), Patriot Financial Partners II, L.P. a Delaware limited partnership (the "VCOC Investor"), and the other purchasers that are party thereto, pursuant to which VCOC Investor has agreed to purchase from the Corporation shares of its voting common stock, \$5.00 par value per share (the "Common Stock"), and shares of its Convertible Perpetual Preferred Stock, Series B, \$0.01 par value per share (the "Series B Preferred Stock"). Capitalized terms used herein without definition shall have the respective meanings in the Agreement.

For good and valuable consideration acknowledged to have been received, the Corporation hereby agrees that for so long as the VCOC Investor, directly or through one or more Affiliates, continues to hold any shares of Common Stock, Series B Preferred Stock, or Non-Voting Common Stock (or other securities of the Corporation into which such shares of Common Stock, Series B Preferred Stock, or Non-Voting Common Stock may be converted or for which such shares of Common Stock, Series B Preferred Stock, or Non-Voting Common Stock may be exchanged), the Corporation shall:

Provide the VCOC Investor or an individual designated by the VCOC Investor with the governance rights set forth in Section 4.17 of the Agreement and subject to the requirements of Section 4.17;

Without limitation or prejudice of any the rights provided to the VCOC Investor under the Agreement or any other agreement or otherwise, provide the VCOC Investor or an individual designated by the VCOC Investor with:

(i) the right to visit and inspect any of the offices and properties of the Corporation and its subsidiary and inspect the books and records of the Corporation and its subsidiary, at such times as the VCOC Investor shall reasonably request upon three (3) business days' notice but not more frequently than once per calendar year, provided, however, that such rights shall not extend to confidential bank supervisory communications, customer financial records or other "exempt records" as defined by 12 C.F.R. Part 309, or reports of examination of any national or state chartered insured bank, which information may only be disclosed by the Corporation or its subsidiary of the Corporation in accordance with the provisions and subject to the limitations of applicable law or regulation;

(ii) consolidated balance sheets and statements of income and cash flows of the Corporation and its subsidiary prepared in conformity with generally accepted accounting principles in the United States applied on a consistent basis (A) as of the end of each quarter of each fiscal year as soon as practicable after preparation thereof but in no event later than ninety (90) days after the end of such quarter, and (B) with respect to each fiscal year end statement, as soon as practicable after preparation thereof but in no event later than one hundred twenty (120) days after the end of such fiscal year and together with an auditor's report thereon of a firm of established national reputation; and

(iii) to the extent the Corporation or its subsidiary is required by law or pursuant to the terms of any outstanding indebtedness of the Corporation or its subsidiary to prepare such reports, any annual reports, quarterly reports and other periodic reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 or otherwise, actually prepared by the Corporation or its subsidiary as soon as available; provided that, in each case, if the Corporation makes the information described in clauses (ii) and (iii) of this bullet point available through public filings on the EDGAR system or any successor or replacement system of the U.S. Securities and Exchange Commission, the delivery of the information shall be deemed satisfied by such public filings.

Make appropriate officers and directors of the Corporation and its subsidiary available periodically and at such times as reasonably requested by the VCOC Investor for consultation with the VCOC Investor or its designated representative, but not more frequently than once per calendar year, with respect to matters relating to the business and affairs of the Corporation and its subsidiary;

To the extent consistent with applicable law and so long as Patriot does not have a representative or observer on the Corporation's board of directors, inform the VCOC Investor or its designated representative in advance with respect to any significant corporate actions, including, without limitation, extraordinary dividends, mergers, acquisitions or dispositions of assets, issuances of significant amounts of debt or equity and material amendments to the articles of incorporation, bylaws and other organization documents of the Corporation or its subsidiary, and to provide the VCOC Investor or its designated representative with the right to consult with the Corporation and its subsidiary with respect to such actions; provided that such consultation rights shall be limited to once per calendar quarter; provided further that the VCOC Investor is aware that it may receive material non-public information about the Corporation, and the VCOC Investor agrees that it is aware of and shall comply with the federal and state securities laws that restrict any Person who has material, non-public information about a company from purchasing or selling securities of the company or from communicating such information to any other Person under circumstances in which it is reasonably foreseeable that such Person is likely to purchase or sell such securities; and provide the VCOC Investor or its designated representative with such other rights of consultation which the VCOC Investor's counsel may determine to be reasonably necessary under applicable legal authorities promulgated after the date hereof to qualify its investment in the Corporation as a "venture capital investment" for purposes of the United States Department of Labor Regulation published at 29 C.F.R. Section 2510.3-101(d)(3)(i) (the "Plan Asset Regulation"), and cooperate in good faith with the VCOC Investor to amend this letter agreement to reflect such other rights that are mutually satisfactory to the Corporation and the VCOC Investor and consistent with the Federal Reserve Policy Statement on Equity Investments in Banks and Bank Holding Companies, provided that such consultation rights shall be limited to once per calendar quarter.

The Corporation agrees to consider, in good faith, the recommendations of the VCOC Investor or its designated representative in connection with the matters on which it is consulted as described above, recognizing that the ultimate discretion with respect to all such matters shall be retained by the Corporation.

The VCOC Investor agrees, and will require each designated representative of the VCOC Investor to agree, to hold in confidence and not use or disclose to any third party (other than its legal counsel and accountants) any confidential information provided to or learned by such party in connection with the VCOC Investor's rights under this letter agreement except as may otherwise be required by law or legal, judicial or regulatory process, provided that the VCOC Investor takes commercially reasonable steps to minimize the extent of any such required disclosure.

In the event the VCOC Investor transfers all or any portion of its investment in the Corporation to an affiliated entity (or to a direct or indirect wholly-owned conduit subsidiary of any such affiliated entity) that is intended to qualify as a venture capital operating company under the Plan Asset Regulation, such affiliated entity shall be afforded the same rights that the Corporation has afforded to the VCOC Investor hereunder and shall be treated, for such purposes, as a third party beneficiary hereunder.

The rights of the VCOC Investor under this letter agreement are unique to the VCOC Investor and shall not be assignable or transferrable other than to an affiliated entity that is intended to qualify as a venture capital operating company under the Plan Asset Regulation.

This letter agreement and the rights and the duties of the parties hereto shall be governed by, and construed in accordance with, the laws of the State of New York and may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SOUTHERN STATES BANCSHARES, INC,

By: /s/ Stephen W. Whatley

Name: Stephen W. Whatley

Title: Chairman, President and CEO

Agreed and acknowledged as of the date first above written:

PATRIOT FINANCIAL PARTNERS II, L.P.

By: /s/ James J. Lynch

Name: James J. Lynch

Title: Managing Partner

PATRIOT FINANCIAL PARTNERS PARALLEL II, L.P.

By: /s/ James J. Lynch

Name: James J. Lynch

Title: Managing Partner

[Signature Page to Patriot VCOC Letter Agreement]

FORM OF
LOCK-UP AGREEMENT

July 28, 2021
SOUTHERN STATES BANCSHARES, INC.
615 Quintard Avenue
Anniston, Alabama 36201

and

KEEFE, BRUYETTE & WOODS, INC.
787 Seventh Ave., 5th Floor
New York, New York 10019

TRUIST SECURITIES, INC.
3333 Peachtree Road, 11th Floor
Atlanta, GA 30326

As Representatives of the several Underwriters

Re: Proposed Public Offering of Common Stock by Southern States Bancshares, Inc.

Ladies and Gentlemen:

The undersigned, a shareholder, an executive officer and/or a director of Southern States Bancshares, Inc., an Alabama corporation and/or its subsidiary, Southern States Bank, an Alabama banking corporation (individually and collectively, the “**Company**”), understands that Keefe, Bruyette & Woods, Inc. (“**KBW**”) and Truist Securities, Inc. (“**Truist**,” and together with KBW, the “**Representatives**”), as representatives of the several Underwriters (each an “**Underwriter**” and collectively, the “**Underwriters**”), proposes to enter into an Underwriting Agreement (the “**Underwriting Agreement**”) with the Company and certain shareholders (the “**Selling Shareholders**”) to be named therein providing for the public offering (the “**Offering**”) of shares of the Company’s voting common stock, par value \$5.00 per share (including any securities convertible into or exchangeable or exercisable for such common stock, the “**Common Stock**”). Capitalized terms used but not defined in this letter have the meaning given to them in the Underwriting Agreement.

In recognition of the benefit that the Offering will confer upon the undersigned as a shareholder, executive officer and/or director of the Company, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agrees with each Underwriter to be named in the Underwriting Agreement that, commencing on the date hereof and ending on, and including, the date that is 180 days from the date of the Underwriting Agreement (such 180-day period being referred to herein as the “**Lock-Up Period**”), the undersigned will not (and will cause any spouse or immediate family member (as defined in Rule 16a-1(e) under the Securities Exchange Act of 1934, as amended (“**Exchange Act**”)) of the spouse or the undersigned living in the undersigned’s household, any partnership, corporation or other entity within the undersigned’s control, and any trustee of any trust that holds Common Stock or other securities of the Company for the benefit of the undersigned or such spouse or immediate family member not to), without the prior written consent of the Representatives, directly or indirectly,

- i. offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant for the sale of, hypothecate, establish an open “put equivalent position” within the meaning of Rule 16a-1(h) under the Exchange Act, or otherwise dispose of or transfer any shares of Common Stock or any securities convertible into or exchangeable or exercisable for or repayable with our Common Stock, including any Common Stock purchased pursuant to the Directed Share Program, whether now owned or hereafter acquired by the undersigned or with respect to which the undersigned has or hereafter acquires the power of disposition, or exercise any right with respect to the registration of any of the foregoing, or file or cause to be filed any registration statement in connection therewith under the Securities Act of 1933, as amended (the “**Securities Act**”),
- ii. enter into any swap, hedge or any other agreement or any transaction that transfers, in whole or in part, the economic consequence of ownership of the Common Stock or any securities (including Non-Voting Common Stock) convertible into or exchangeable or exercisable for or repayable with our Common Stock, whether any such swap, hedge or transaction is to be settled by delivery of Common Stock or other securities, in cash or otherwise, or
- iii. publicly disclose the intention to make any such offer, pledge, sale or disposition, or to enter into any such swap, hedge, transaction or other arrangement. For the avoidance of doubt, if the undersigned is an officer or director of the Company, the undersigned acknowledges that the foregoing shall be applicable to any shares of Common Stock the undersigned may purchase through the directed share program of the Offering.

The foregoing restrictions shall not apply to:

- i. the sale of shares of Common Stock by the Selling Shareholders in the Offering pursuant to the Underwriting Agreement;
- ii. transfers by *bona fide* gift or gifts or to a charitable organization, *provided that* the recipient or recipients agree to be bound in writing by the restrictions set forth herein;
- iii. transfers by will or estate or intestate succession to the undersigned’s family, *provided that* the recipient or recipients agree to be bound in writing by the restrictions set forth herein;
- iv. transfers to any corporation, trust, family limited partnership or other entity for the direct or indirect benefit of the undersigned or the immediate family (as defined in Rule 16a-1(e) under the Exchange Act) of the undersigned; provided, that the corporation, the trustee of the trust, the general partner of the family limited partnership or other entity, as the case may be, agrees to be bound by the restrictions set forth herein; and provided further, that any such transfer shall not involve a disposition for value;

- v. if the undersigned is a corporation, partnership, limited liability company or other entity, distributions of share of Common Stocks to members, partners or stockholders of the undersigned, or to the estates of any such members, partners or stockholders; *provided, that* any such member, partner or stockholder, or to the estate of any such members, partners or stockholders, as the case may be, agrees to be bound by the restrictions set forth herein;
- vi. transfers to the undersigned's affiliates or to any investment fund or other entity, in each case, that are controlled or managed by the undersigned; *provided, that* any such transferee agrees to be bound by the restrictions set forth herein;
- vii. to the Company, to satisfy any tax withholding obligations of the Company or the undersigned, or to satisfy the exercise price of stock options by the undersigned, upon exercise by the undersigned of stock options or vesting of outstanding restricted stock awards or other similar equity incentive awards that have been granted by the Company prior to, and are outstanding as of, the date of the Underwriting Agreement; *provided that* the underlying Common Stock continues to be subject to the terms of this letter agreement;
- viii. transfers of shares of Common Stock pursuant to a bona fide third party tender offer, merger, consolidation or other similar transaction made to all holders of the Company's capital stock involving a change of control of the Company that has been approved by the Company's board of directors, *provided that* in the event that such tender offer, merger, consolidation or other transaction is not completed, the undersigned's Common Stock shall remain subject to the provisions of this letter agreement;
- ix. pursuant to a pledge in a *bona fide* transaction which is in effect prior to the date hereof to a lender to the undersigned and disclosed in writing to the Representatives prior to the execution of this letter agreement, *provided that* the recipient or recipients agree to be bound in writing by the restrictions set forth herein;
- x. pursuant to domestic relations or court orders, provided that the recipient or recipients agree to be bound in writing by the restrictions set forth herein;
- xi. the conversion of any shares of nonvoting common stock of the Company held by the undersigned into shares of Common Stock; *provided that* the Common Stock issued upon such conversion shall remain subject to the restrictions set forth herein);
- xii. transactions in shares of Common Stock acquired in the Offering or in open market transactions after the completion of the Offering; or
- xiii. with the prior written consent of the Representatives, as provided below.

The undersigned agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of the undersigned's shares of Common Stock, except in compliance with this letter agreement. In furtherance of the foregoing, the Company and its transfer agent are hereby authorized to decline to make any transfer of securities if such transfer would constitute a violation or breach of this letter agreement.

The Representatives acknowledge and agree that, in the event the Representatives on behalf of the Underwriters release or waive (the “**Triggering Release**”), in full or in part, any director, officer, or shareholder of the Company who beneficially owns at least 2.0% of the shares of Common Stock (such person, a “**Triggering Shareholder**”) from the restrictions of any lock-up agreement for the benefit of the Underwriters in connection with the Offering, then the undersigned shall automatically be released from this letter agreement to the same extent, with respect to the same percentage of Common Stock of the undersigned as the percentage of Common Stock being released in the Triggering Release with respect to the Common Stock held by the Triggering Stockholder (calculated as a percentage of the total outstanding shares of Common Stock held by the Triggering Stockholder)(such percentage, the “**Specified Percentage**”) at the time of the request of the Triggering Release. The provisions of this paragraph will not apply if (i) the release or waiver is effected solely to permit a transfer not for consideration and the transferee has agreed in writing to be bound by the same terms described in this letter agreement to the extent and for the duration that such terms remain in effect at the time of the transfer, (ii) the release or waiver is granted to a holder of Common Stock in connection with a follow-on public offering of Common Stock pursuant to a registration statement on Form S-1 that is filed with the Commission and, if the undersigned has registration rights available to it under the Registration Rights Agreement, dated as of December 28, 2016 (the “**Registration Rights Agreement**”), and the undersigned has been given, and the undersigned has declined, the opportunity to participate in such public offering in accordance with the terms of the Registration Rights Agreement, (iii) the releases or waivers are granted to one or more any individual parties (whether in one or multiple releases) by the Representatives in an amount less than or equal to an aggregate of 1.0% (one percent) of the shares of Common Stock, calculated immediately following the Offering, or (iv) a release(s) granted to any officer or director due to circumstances of an emergency or hardship as determined by the Representatives in their sole judgment.

In addition, the undersigned agrees that, during the Lock-Up Period, without the prior written consent of the Representatives (which consent may be withheld in their sole discretion): (i) the undersigned will not request, make any demand for or exercise any right with respect to, the registration of any shares of Common Stock, and (ii) the undersigned waives any and all notice requirements and rights with respect to the registration of any shares of Common Stock pursuant to any agreement, understanding or otherwise to which the undersigned is a party.

The undersigned represents and warrants that the undersigned has full power and authority to enter into this letter agreement. The undersigned agrees that the provisions of this letter agreement are irrevocable and shall be binding upon the permitted successors and assigns, heirs, and personal and legal representatives of the undersigned.

The undersigned understands that, if (i) the registration statement on Form S-1 with respect to the Offering is withdrawn, (ii) the Underwriting Agreement has not been entered into on or before August 31, 2021 or (iii) if the Underwriting Agreement (other than the provisions thereof which survive termination) shall terminate or be terminated prior to payment for and delivery of the shares of Common Stock to be sold by the Company thereunder, the undersigned shall be released from all obligations under this letter agreement.

This letter agreement may be executed manually or electronically via email, facsimile, .pdf .gif or photostatic format, DocuSign, or other electronic means. The parties intend to be bound by such electronic signatures, which shall have the same force and effect as manually executed signatures. This letter agreement may be executed in two or more identical counterparts, including by electronic signature, all of which shall be one and the same agreement.

This letter agreement shall be governed by and construed in accordance with the laws of the State of New York.

[Signature page follows]

The undersigned understands that the Company and the Underwriters are relying upon this letter agreement in proceeding toward consummation of the Offering.

Very truly yours,

Signature:

Name of Shareholder

[Signature page to Lock-Up Agreement]