
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D/A

Under the Securities Exchange Act of 1934

(Amendment No. 1)*

FB Financial Corporation

(Name of Issuer)

Common Stock, par value \$1.00 per share

(Title of Class of Securities)

30257X104

(CUSIP Number)

Estate of James W. Ayers
c/o James Jonathan Ayers, 450 Tennessee Ave, Suite 101
Parsons, TN, 38363
615-866-5434

James Jonathan Ayers
Co-Executor Estate of James W. Ayers, 450 Tennessee Avenue, Suite 101
Parsons, TN, 38363
615-866-5434

James Austin McPherson
Co-Executor Estate of James W. Ayers, 6 N. Gill Street
Hazelhurst, GA, 31539
615-866-5434

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

11/14/2025

(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 §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D/A

CUSIP No. 30257X104

1	Name of reporting person Estate of James W. Ayers
2	Check the appropriate box if a member of a Group (See Instructions) <input type="checkbox"/> (a) <input type="checkbox"/> (b)
3	SEC use only
4	Source of funds (See Instructions) OO
5	Check if disclosure of legal proceedings is required pursuant to Items 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: 7,051,841.00
	8 Shared Voting Power: 0.00
	9 Sole Dispositive Power: 7,051,841.00
	10 Shared Dispositive Power: 0.00
11	Aggregate amount beneficially owned by each reporting person 7,051,841.00
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) <input type="checkbox"/>
13	Percent of class represented by amount in Row (11) 13.63 %
14	Type of Reporting Person (See Instructions) OO

Comment for Type of Reporting Person: The percentage of the Issuer's outstanding shares of Common Stock, par value \$1.00 per share ("Common Stock") represented by the aggregate number of shares of Common Stock reported as beneficially owned by the reporting persons (the "Reporting Persons") in this Amendment No. 1 to Schedule 13D (this "Amendment No. 1") is based on the Issuer's outstanding shares as of November 12, 2025. See Item 5. This Amendment No. 1 amends and supplements the Schedule 13D originally filed with the U.S. Securities and Exchange Commission on May 9, 2025 (the "Schedule 13D") relating to the Reporting Persons' ownership of the Common Stock.

CUSIP No. 30257X104

1	Name of reporting person Ayers J. Jonathan
2	Check the appropriate box if a member of a Group (See Instructions) <input type="checkbox"/> (a) <input type="checkbox"/> (b)
3	SEC use only
4	Source of funds (See Instructions) SC, PF
5	Check if disclosure of legal proceedings is required pursuant to Items 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: 17,692.00
	8 Shared Voting Power: 7,069,533.00
	9 Sole Dispositive Power: 17,692.00
	10 Shared Dispositive Power: 7,069,533.00
11	Aggregate amount beneficially owned by each reporting person 7,069,533.00
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) <input type="checkbox"/>
13	Percent of class represented by amount in Row (11) 13.66 %
14	Type of Reporting Person (See Instructions) IN

Comment for Type of Reporting Person: The percentage of outstanding Common Stock represented by the aggregate number of shares of Common Stock reported as beneficially owned by the Reporting Persons in this Amendment No. 1 is based on the Issuer's outstanding shares as of November 12, 2025 (and after giving effect to the Repurchase (as defined below) that occurred on November 17, 2025). See Item 5.

SCHEDULE 13D/A

CUSIP No. 30257X104

1	Name of reporting person James Austin McPherson
	Check the appropriate box if a member of a Group (See Instructions)

2	<input type="checkbox"/> (a) <input type="checkbox"/> (b)
3	SEC use only
4	Source of funds (See Instructions) PF
5	Check if disclosure of legal proceedings is required pursuant to Items 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: 20,084.00
	8 Shared Voting Power: 7,071,925.00
	9 Sole Dispositive Power: 20,084.00
	10 Shared Dispositive Power: 7,071,925.00
11	Aggregate amount beneficially owned by each reporting person 7,071,925.00
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) <input type="checkbox"/>
13	Percent of class represented by amount in Row (11) 13.67 %
14	Type of Reporting Person (See Instructions) IN

Comment for Type of Reporting Person: The percentage of outstanding Common Stock represented by the aggregate number of shares of Common Stock reported as beneficially owned by the Reporting Persons in this Amendment No. 1 is based on the Issuer's outstanding shares as of November 12, 2025 (and after giving effect to the Repurchase (as defined below) that occurred on November 17, 2025). See Item 5.

SCHEDULE 13D/A

Item 1. Security and Issuer

(a) Title of Class of Securities:

Common Stock, par value \$1.00 per share

(b) Name of Issuer:

FB Financial Corporation

(c) Address of Issuer's Principal Executive Offices:

1221 Broadway, Suite 1300, Nashville, TENNESSEE , 37203.

Item 1 Comment: This Amendment No. 1 relates to the Common Stock, and amends and supplements the initial statement on Schedule 13D. Capitalized terms used but not defined in this Amendment No. 1 shall have the same meanings ascribed to them in the original Schedule 13D. There are no changes to the original Schedule 13 except as set forth in this Amendment No. 1.

Item 5. Interest in Securities of the Issuer

- (a) Item 5(a) - (c) of the Schedule 13D are each hereby amended and restated in their entirety as follows:

The Estate of James W. Ayers, James Jonathan Ayers and James Austin McPherson in the aggregate beneficially own an aggregate of 7,089,617 shares of Common Stock, or 13.70%, of the shares of the Issuer's Common Stock issued and outstanding based on 51,744,534 shares of Common Stock issued and outstanding as of November 17, 2025, calculated by taking the 53,462,482 shares of Common Stock outstanding as disclosed in the Issuer's prospectus supplement dated November 14, 2025 as outstanding on November 12, 2025, and subtracting the 1,717,948 shares of Common Stock acquired by the Issuer in the Repurchase (as defined below). James Jonathan Ayers and James Austin McPherson each disclaims beneficial ownership of the shares of the Issuer's Common Stock owned by the Estate of James W. Ayers. James Austin McPherson also disclaims beneficial ownership of the shares of Common Stock owned by the McPherson Entities.

- (b) The Estate of James W. Ayers directly holds and has sole voting control and dispositive power over 7,051,841 shares of Common Stock reported in this Statement. Each of James Jonathan Ayers and James Austin McPherson, solely in his capacity as a co-executor of the Estate of James W. Ayers, share voting control and dispositive control over these 7,051,841 shares of Common Stock. In addition, James Jonathan Ayers has sole voting and dispositive control over 17,692 shares of Common Stock reported in this Statement and James Austin McPherson has sole voting and dispositive control over 20,084 shares of Common Stock reported in this Statement

- (c) On November 14, 2025, the Estate of James W. Ayers entered into a share purchase agreement (the "Share Purchase Agreement") with the Issuer and certain institutional investors (the "Purchasers") pursuant to which the Estate of James W. Ayers agreed to sell to the Purchasers, and the Purchasers agreed to purchase from the Estate of James W. Ayers, in a registered direct offering, 2,162,052 shares of Common Stock at a purchase price of \$51.50 per share. The transaction closed on November 17, 2025. The Share Purchase Agreement contains certain representations and covenants that survive the closing.

Also on November 14, 2025, the Estate of James W. Ayers entered into a share repurchase agreement (the "Share Repurchase Agreement") with the Issuer pursuant to which the Estate of James W. Ayers agreed to sell to the Issuer, and the Issuer agreed to purchase from the Estate of James W. Ayers, 1,717,948 shares of Common Stock at a purchase price of \$51.50 per share (the "Repurchase"). The Repurchase closed on November 17, 2025. The Share Repurchase Agreement contains certain representations and covenants that survive the closing.

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

Item 6 of the Schedule 13D is hereby amended and restated in its entirety as follows:

Registration Rights Agreement

Prior to his death, James W. Ayers and the Issuer were a party to a Registration Rights Agreement (the "Registration Rights Agreement"), pursuant to which, among other things, Mr. Ayers was entitled to certain demand and "piggy-back" registration rights, subject to certain minimum requirements and customary conditions. The Estate of James W. Ayers and the co-executors thereof in their capacity as such are entitled to the benefits of the Registration Rights Agreement.

The Registration Rights Agreement is filed as Exhibit 1 to this Amendment No. 1 and is incorporated herein by reference.

Share Purchase Agreement

The information set forth in Item 5(c) above is incorporated herein by reference.

The Share Purchase Agreement is filed as Exhibit 3 to this Amendment No. 1 and is incorporated herein by reference.

Share Repurchase Agreement

The information set forth in Item 5(c) above is incorporated herein by reference.

The Share Repurchase Agreement is filed as Exhibit 4 to this Amendment No. 1 and is incorporated herein by reference.

Other than as described above, there are no contracts, arrangements, understandings or relationships (legal or otherwise) among the Estate of James W. Ayers, James Jonathan Ayers and James Austin McPherson or between each of them and any other person with respect to any securities of the Issuer, including but not limited to, the transfer or voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies or any pledge or contingency, the occurrence of which would give another person voting or investment power over the securities of the Issuer.

Item 7. Material to be Filed as Exhibits.

Item 6 of the Schedule 13D is hereby amended and restated in its entirety as follows:

Exhibit 1 Registration Rights Agreement, dated September 15, 2016, by and between FB Financial Corporation and James W. Ayers (incorporated by reference to Exhibit 4.1 to the Form 10-Q filed by the Issuer on November 14, 2016).

Exhibit 2 Joint Filing Agreement among the Estate of James W. Ayers, James Jonathan Ayers and James Austin McPherson (incorporated by reference to Exhibit 2 to the Schedule 13D filed jointly by the Estate of James W. Ayers, James Jonathan Ayers and James Austin McPherson on May 9, 2025).

Exhibit 3 Form of Share Purchase Agreement by and among FB Financial Corporation, the Estate of James W. Ayers and certain institutional investors (incorporated by reference to Exhibit 99.1 to the Form 8-K filed by the Issuer on November 14, 2016).

Exhibit 4 Form of Share Repurchase agreement by and between the Estate of James W. Ayers and FB Financial Corporation.

SIGNATURE

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

Estate of James W. Ayers

Signature: /s/ James Jonathan Ayers
Name/Title: James Jonathan Ayers, Co-Executor
Date: 11/18/2025

Ayers J. Jonathan

Signature: /s/ James Jonathan Ayers
Name/Title: James Jonathan Ayers
Date: 11/18/2025

James Austin McPherson

Signature: /s/ James Austin McPherson
Name/Title: James Austin McPherson
Date: 11/18/2025

SHARE REPURCHASE AGREEMENT

THIS SHARE REPURCHASE AGREEMENT (this “Agreement”) is entered into as of November 14, 2025 (the “Effective Date”), by and between the Estate of James W. Ayers (the “Shareholder”), and FB Financial Corporation, a Tennessee corporation (the “Company”).

Background

A. **WHEREAS**, the Shareholder owns 10,931,841 shares of the Company’s common stock, par value \$1.00 per share (the “Common Stock”), and has agreed to sell a portion of those shares to the Company on the terms and conditions set forth in this Agreement; and

B. **WHEREAS**, the Company has agreed to repurchase a portion of the shares of Common Stock held by the Shareholder at the price and upon the terms and conditions provided in this Agreement.

THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agree as follows:

Agreement

1. Repurchase.

(a) The Shareholder hereby agrees to transfer, assign, sell, and convey 100% of its right, title, and interest in and to 1,717,948 shares of the Common Stock (the “Shares”) to the Company in exchange for an amount equal to \$51.50 per share (the “Purchase Price”).

(b) The closing of the sale of the Shares (the “Closing”) shall take place no later than the second business day following the Effective Date as facilitated via a conference call among the parties. At the Closing, the Shareholder shall deliver to the Company the Shares, and at or prior to the Closing, the Company shall deliver to the Shareholder an amount equal to the Purchase Price multiplied by the number of Shares purchased, by wire transfer of immediately available funds.

2. Company Representations. In connection with the transactions contemplated hereby, the Company represents and warrants to the Shareholder that:

(a) The Company is a corporation duly organized and existing under the laws of the State of Tennessee. The Company has requisite corporate power to execute, deliver, and perform, and has duly authorized, this Agreement and other documents contemplated hereby according to their respective terms.

(b) The execution, delivery, and performance by the Company of this Agreement (i) will not conflict with any provision of the Company’s charter or bylaws, in either case as may be amended, restated or amended and restated, and (ii) will not conflict with, result in a breach of, or constitute default under any ruling, judgment, order, or injunction, or to the knowledge of the Company any law, ordinance, or regulation, of any court or governmental instrumentality to which the Company is subject or by which the Company or any of its assets and properties are bound.

(c) This Agreement has been duly executed and delivered by the Company and constitutes the legal, valid, and binding obligation of the Company, enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency, or other laws affecting creditors’ rights generally, or as may be modified by a court of equity.

3. Shareholder Representations. In connection with the transactions contemplated hereby, the Shareholder hereby represents and warrants to the Company that:

(a) The Shareholder has good and valid title to the Shares free and clear of all liens, encumbrances, equities or adverse claims; and, upon delivery of such Shares and payment therefor pursuant hereto, good and valid title to such Shares, free and clear of all liens, encumbrances, equities or adverse claims, will pass to the Company.

(b) The Shareholder has the full power, authority, and capacity necessary to enter into and perform its obligations under this Agreement, to sell, assign, transfer, and convey the Shares as required by this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Shareholder and constitutes the legal, valid, and binding obligation of the Shareholder, enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency, or other laws affecting creditors’ rights generally, or as may be modified by a court of equity.

(c) The Shareholder is aware of the business affairs and financial condition of the Company. Furthermore, the Shareholder is sophisticated and possesses such knowledge and experience in financial and business matters as to be capable of independently evaluating the

merits, risks and suitability of selling the Shares to the Company pursuant to this Agreement.

(d) The execution, delivery, and performance by the Shareholder of this Agreement and any other documents contemplated hereby (i) will not conflict with, result in a breach of, or constitute a default under any ruling, judgment, order or injunction or, to the knowledge of the Shareholder, any law, ordinance, or regulation, of any court or governmental instrumentality to which the Shareholder is subject or by which the Shareholder, or its properties and assets, are bound; and (ii) will not create any claim, lien, charge, or encumbrance or restriction upon the Shares, except in favor of the Company as contemplated hereunder.

(e) There are no claims, lawsuits, actions, arbitrations, administrative, or other proceedings, or to the knowledge of the Shareholder, governmental investigations or inquiries, pending or threatened against the Shareholder affecting the performance by the Shareholder of this Agreement and, to the knowledge of the Shareholder, there is no basis for any action or state of facts or occurrence of any event which might give rise to the foregoing.

4. Termination. This Agreement may be terminated at any time by the mutual written consent of the Company and the Shareholder.

5. Notices. All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed properly delivered, given and received (a) upon receipt when delivered by hand, (b) upon transmission, if sent by electronic transmission (provided that no “bounce back” or similar message of non-delivery is received with respect thereto), or (c) one business day after being sent by courier or express delivery service; provided that, in each case, the notice or other communication is sent to the address or email address set forth beneath the name of such party below (or to such other address or email address as such party shall have specified in a written notice given to the other parties):

To the Shareholder:

Estate of James W. Ayers
2 Maryland Way, Suite 230
Brentwood, Tennessee 37027
Attention: Steven Simmons
Email: steven.simmons@ayersasset.com

With a copy (which shall not constitute notice) to:

Hogan Lovells US LLP
555 13th Street NW
Washington, DC 20004
Attention: Brian O’Fahey and Nick Hoover
Emails: brian.ofahey@hoganlovells.com
nick.hoover@hoganlovells.com

To the Company:

FB Financial Corporation
1221 Broadway, Suite 1300
Nashville, Tennessee 37203
Attention: Beth Sims, General Counsel and Corporate Secretary
Email: bsims@firstbankonline.com

With a copy (which shall not constitute notice) to:

Alston & Bird LLP
One Atlantic Center
1201 West Peachtree Street
Atlanta, Georgia 30309
Attention: Mark C. Kanaly and William W. Hooper
Emails: mark.kanaly@alston.com
will.hooper@alston.com

or such other address or to the attention of such other person as the recipient party shall have specified by prior written notice to the sending party.

6. Miscellaneous.

(a) Survival of Representations and Warranties. All representations and warranties contained herein or made in writing by any party in connection herewith shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

(b) Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provision had never been contained herein.

(c) Complete Agreement. This Agreement and any other agreements ancillary thereto and executed and delivered on the date hereof embody the complete agreement and understanding between the parties and supersede and preempt any prior understandings, agreements, or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

(d) Counterparts; Delivery by Electronic Transmission. This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement. This Agreement and any signed agreement or instrument entered into in connection with this Agreement, and any amendments or waivers hereto or thereto, to the extent signed and delivered by electronic means, including by e-mail delivery of a “.pdf” format data file, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto or to any such agreement or instrument shall raise the use of electronic means, including e-mail delivery of a “.pdf” format data file, to deliver a signature to this Agreement or any amendment hereto or the fact that any signature or agreement or instrument was transmitted or communicated through the use of electronic means, including e-mail delivery of a “.pdf” format data file, as a defense to the formation of a contract and each party hereto forever waives any such defense.

(e) Successors and Assigns. Except as otherwise provided herein, this Agreement shall bind and inure to the benefit of and be enforceable by the Shareholder and the Company and their respective successors and assigns.

(f) Governing Law; Consent to Jurisdiction; Waiver of Jury Trial. The Agreement will be governed by and construed in accordance with the laws of the State of Tennessee, without giving effect to any choice of law or conflict of law provision or rule. Any civil action, counterclaim, proceeding, or litigation arising out of or relating to this Agreement shall be brought exclusively in any federal or state court of competent jurisdiction located in the State of Tennessee. Each party consents to the jurisdiction of such Tennessee courts in any such civil action, counterclaim, proceeding, or litigation and waives any objection to the laying of venue of any such civil action, counterclaim, proceeding, or litigation in such Tennessee courts. Service of any court paper may be effected on a party hereto by mail, as provided in this letter, or in such other manner as may be provided under applicable laws. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR OTHER PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT: (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY ACTION, SUIT OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) EACH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (IV) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 6(F).

(g) Remedies. The parties hereto agree and acknowledge that money damages may not be an adequate remedy for any breach of the provisions of this Agreement and that any party may in its sole discretion apply to any court of law or equity of competent jurisdiction (without posting any bond or deposit) for specific performance or other injunctive relief in order to enforce, or prevent any violations of, the provisions of this Agreement.

(h) Amendment and Waiver. The provisions of this Agreement may be amended and waived only with the prior written consent of the Shareholder and the Company.

(i) Further Assurances. Each of the Company and the Shareholder shall execute and deliver such additional documents and instruments and shall take such further action as may be necessary or appropriate to effectuate fully the provisions of this Agreement.

(j) Expenses. Each of the Company and the Shareholder shall bear their own expenses in connection with the drafting, negotiation, execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

[Signatures Appear on Following Page]

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

ESTATE OF JAMES W. AYERS

By: _____
Name: _____
Title: _____

FB FINANCIAL CORPORATION

By: _____
Name: _____
Title: _____

[Signature Page to Share Repurchase Agreement]