

REAFFIRMATION AND REINSTATEMENT AGREEMENT

This Reaffirmation and Reinstatement Agreement (the "Agreement") is made and entered into as of the 21st day of October, 2022, by and between Trustmark National Bank, a national banking association ("Trustmark"), and Blackridge Partners, LLC, an Alabama limited liability company ("Blackridge").

RECITALS

A. On or about May 14, 2021, Blackridge and Trustmark entered into a Mortgage and Security Agreement (the "Mortgage") to secure principal indebtedness of \$6,200,000.00 (the "Indebtedness"). The Mortgage is recorded at Instrument No. 20210614000288770 in the Office of the Judge of Probate of Shelby County, Alabama.

B. On or about May 14, 2021, Blackridge executed an Assignment of Rents and Leases in favor of Trustmark (the "Assignment of Rents and Leases") to secure the Indebtedness. The Assignment of Rents and Leases is recorded at Instrument No. 20210614000288780 in the Office of the Judge of Probate of Shelby County, Alabama.

C. On or about January 26, 2022, Trustmark mistakenly executed a document titled "Corporate Cancellation" (the "Cancellation"). The Cancellation is recorded at Instrument No. 20220201000044530 in the Office of the Judge of Probate of Shelby County, Alabama. The Cancellation states that the Indebtedness secured by the Mortgage and the Assignment of Rents and Leases was paid in full and purports to cancel the liens of the Mortgage and the Assignment of Rents and Leases. However, the Indebtedness was not paid in full and the parties did not intend to release or cancel the liens of the Mortgage and the Assignment of Rents and Leases.

D. The parties desire to decrease the maximum principal amount of the Indebtedness secured by the Mortgage to \$3,075,000.00.

E. By this Agreement, the parties hereto desire to reaffirm the effectiveness and priority of the Mortgage and the Assignment of Rents and Leases and, if necessary, reinstate the Mortgage and Assignment of Rents and Leases.

NOW THEREFORE, in consideration of the foregoing, and in order to allow Trustmark to obtain a mortgagee's policy of title insurance with respect to its interest as mortgagee in the property described on Exhibit A hereto, the parties hereto agree as follows:

1. Ratification of Recitals. Blackridge and Trustmark hereby ratify and confirm that the Recitals set forth above are true, correct, and form an integral part of this Agreement and are not mere recitals hereto.

2. Reaffirmation and Restatement. Blackridge and Trustmark hereby ratify and confirm the validity of the Mortgage and the Assignment of Rents and Leases as they relate to the property described on Exhibit A hereto, and that the Mortgage and Assignment of Rents and Leases remain in full force and

effect. Further, if and as necessary, Blackridge agrees to reinstate the Mortgage and Assignment of Rents and Leases as first and primary liens on the property described on Exhibit A, superior to any and all other liens (if any) encumbering said property.

3. Indebtedness. The maximum principal amount of the Indebtedness secured by the Mortgage shall be \$3,075,000.00.

4. Further Assurances. Blackridge agrees to execute and deliver such different, additional, or further documents as may be reasonably required by it to document and confirm the validity and priority of the Mortgage and Assignment of Rents and Leases.

IN WITNESS WHEREOF, the parties have executed this Reaffirmation and Reinstatement Agreement as of the date and year first written above.

TRUSTMARK NATIONAL BANK,
a national banking association

By: _____

Blake Jones

Title: Vice President

BLACKRIDGE PARTNERS, LLC,
an Alabama limited liability company

By: _____

J. Daryl Spears

Title: Chief Financial Officer

STATE OF ALABAMA

COUNTY OF JEFFERSON

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Blake Jones, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath acknowledged himself to be the Vice President of TRUSTMARK NATIONAL BANK, a national banking association, and that as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said corporation by himself as such officer of said company.

Witness my hand and Notarial Seal as of the 21st day of October, 2022.



Greta Leann Fuller

NOTARY PUBLIC

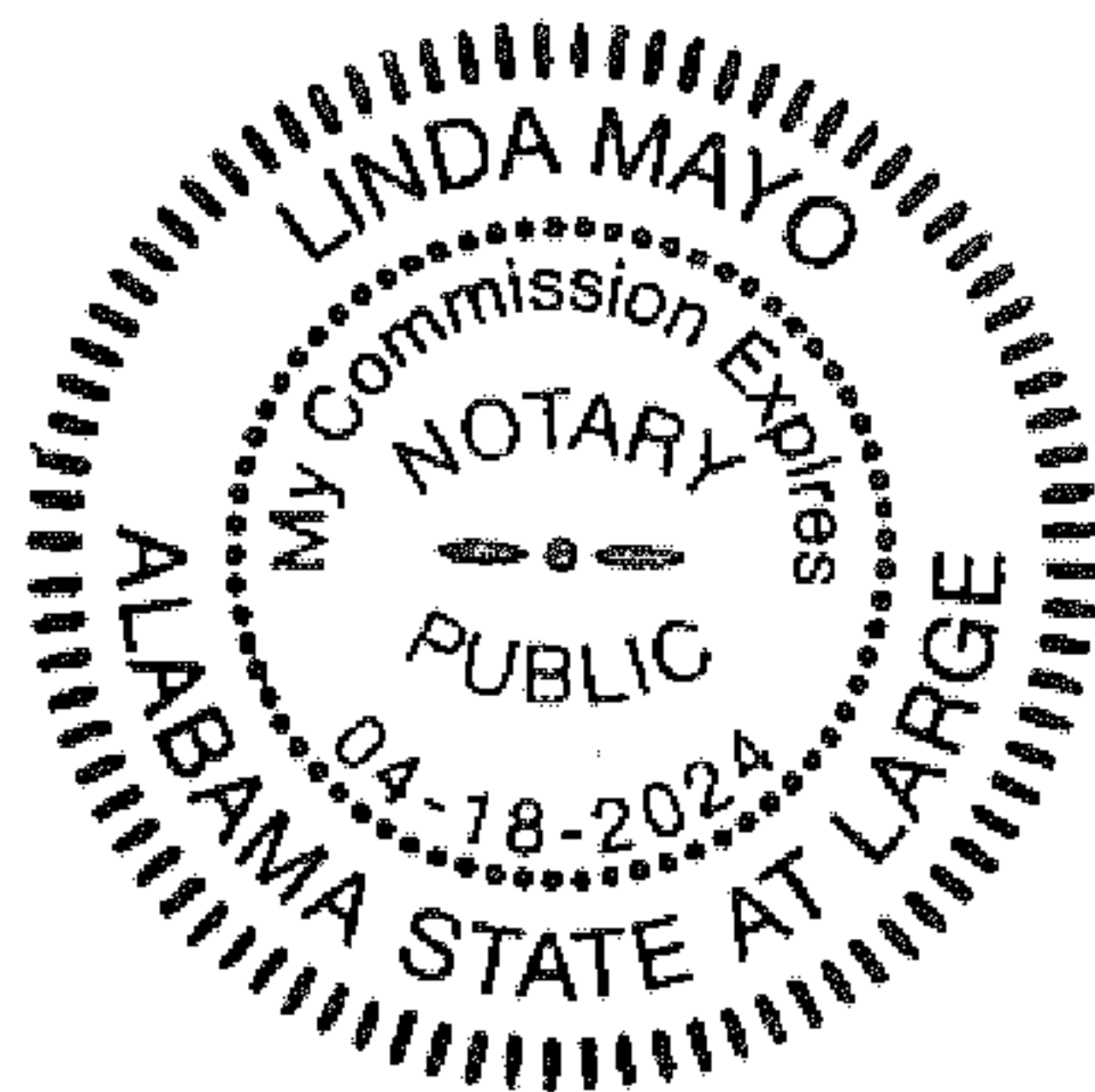
My Commission Expires: 2-11-2026

STATE OF ALABAMA

COUNTY OF JEFFERSON

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared J. DARYL SPEARS, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath acknowledged himself to be the Chief Financial Officer BLACKRIDGE PARTNERS, LLC, An Alabama limited liability company, and that as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said corporation by himself as such officer of said company.

Witness my hand and Notarial Seal as of the 26th day of October, 2022.



Linda Mayo

NOTARY PUBLIC

My Commission Expires: 04-18-2024

Exhibit A
Legal Description

Legal Description of Blackridge Area 1

A parcel of land situated in the South 1/2 of Section 8, and the Northwest 1/4 of Section 17, all situated in Township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

Commence at a 3 inch capped pipe at the Northwest corner of Section 17, Township 20 South, Range 3 West, Shelby County, Alabama and run S88°41'14"E along the North line of said Section for a distance of 1603.23'; thence leaving said section line run S01°18'46" W for a distance of 939.61' to the point of intersection of the North bank of the Cahaba River and the Northeasterly boundary of the CSX railroad right-of-way as shown on CSX Val Map 06036, said point being the POINT OF BEGINNING; thence leaving said North bank, run along said CSX right-of-way for the following calls; thence run N55°20'36"W for a distance 306.02'; thence run S34°39'24"W for a distance of 25.00'; thence run along a curve to the right with an arc length 229.81', a radius of 2591.53', a chord bearing of N52°48'10"W, and a chord length 229.73'; thence run along a curve to the right with an arc length of 1144.15', a radius of 1051.00', a chord bearing of N19°04'31"W, and a chord length of 1088.48'; thence run along a curve to the right with an arc length 229.82', a radius of 2591.53', a chord bearing of N14°39'08"E, and a chord length 229.74'; thence leaving said CSX right-of-way, run N46°42'44"E for a distance of 718.93' to the Southwest corner of Lot 1043 according to the survey of Blackridge Phase 1B, as recorded in Map Book 48, Page 84 A&B in the Probate Office of Shelby County, Alabama; thence run along the rear of Lots 1043 through 1033 of the same survey for the following calls: thence run along a curve to the right with an arc length of 172.48', a radius of 825.00', a chord bearing of N85°20'40"E, and a chord length of 172.16'; thence run S88°39'59"E for a distance of 264.11'; thence run along a curve to the left with an arc length of 253.98', a radius of 350.00', a chord bearing of N70°32'43"E, and a chord length of 248.44'; thence run N49°45'25"E for a distance of 147.18'; thence run along a curve to the right with an arc length of 118.04', a radius of 325.00', a chord bearing of N60°09'44"E, and a chord length of 117.40'; thence run N70°34'03"E for a distance of 405.67' to the Southeast corner of said Lot 1033; thence run N19°25'57"W for a distance of 150.00' along the East boundary of said lot to the Southeasterly right-of-way of Blackridge Lane as recorded on said survey; thence run along said right-of-way for the following calls; thence run N70°34'03"E for a distance of 7.10'; thence run along a curve to the left with an arc length of 220.15', a radius of 325.00', a chord bearing of 51°09'42"E, and a chord length of 215.97'; thence run N31°45'21"E for a distance of 49.14'; thence leaving said right-of-way, run S49°12'14"E for a distance of 249.72'; thence run S88°47'42"E for a distance of 731.42' to the North bank of the Cahaba River; thence run in a Southwesterly direction along said North bank for a distance of 3,335', more or less, to the POINT OF BEGINNING.

Said parcel containing 85 acres, more or less.

All bearings in this legal description are based on State Plane Coordinates for the Alabama West Zone.

Legal Description of Blackridge Area 3

A parcel of land situated in the Southwest 1/4 of the Southwest 1/4 of Section 4, and the East 1/4 of Section 8, and the West 1/2 of Section 9, all situated in Township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

COMMENCE at a 3 inch capped pipe at the Northeast corner of Section 8, Township 20 South, Range 3 West, Shelby County, Alabama, thence run S0°07'43"W for a distance of 1943.04' along the East line of said Section 8; thence leaving said East line, run N89°52'17"W for a distance of 905.98' to a point on the Northern bank of the Cahaba River, said point being the POINT OF BEGINNING; thence run N34°06'36"E for a distance of 181.08'; thence run N 17°13'36"E for a distance of 260.07'; thence run along a curve to the left with an arc

length of 150.73', a radius of 200.00', a chord bearing of N79°43'20"E, and a chord length of 147.18'; thence run N58°07'56"E for a distance of 68.23'; thence run along a curve to the right with an arc length of 45.43', a radius of 150.00', a chord bearing of N66°48'29"E, and a chord length of 45.25'; thence run N14°30'58"W for a distance of 50.00'; thence run N19°28'10"E for a distance of 1499.94' to the POINT OF COMMENCEMENT; thence run N 15°29'19"E for a distance of 314.17' to a point on the Southwestern boundary of the CSX railroad right-of-way as shown on CSX Val Map 47—7; thence run along said right-of-way for the following calls; thence run S23°32'54"E for a distance of 130.17'; thence run N66°27'06"E for a distance of 166.43'; thence run along a curve to the left with an arc length of 290.00', a radius of 5804.65', a chord bearing of S28°30'51"E, and a chord length of 289.97'; thence run N89°20'42" W for a distance of 47.79'; thence run along a curve to the right with an arc length of 685.14', a radius of 2807.93', a chord bearing of S14°26'28"E, and a chord length of 683.44'; thence run S06°47'22"E for a distance of 98.02'; thence run S06°27'40"E for a distance of 1688.57'; thence run S08°00'57"E for a distance of 235.53'; thence run along a curve to the left with an arc length of 670.19', a radius of 1489.68', a chord bearing of S23°58'07"E, and a chord length of 664.55'; thence run S39°55'16"E for a distance of 235.53'; thence run S41°28'33"E for a distance of 185.68' to the point of intersection of said right-of-way and the Northern bank of the Cahaba River; thence leaving said right-of-way, run in a Westerly, thence Northerly, thence Northwesterly direction along said Northern bank of the Cahaba River for a distance of 3,823', more or less, to the POINT OF BEGINNING.

Said parcel containing 102 acres, more or less.

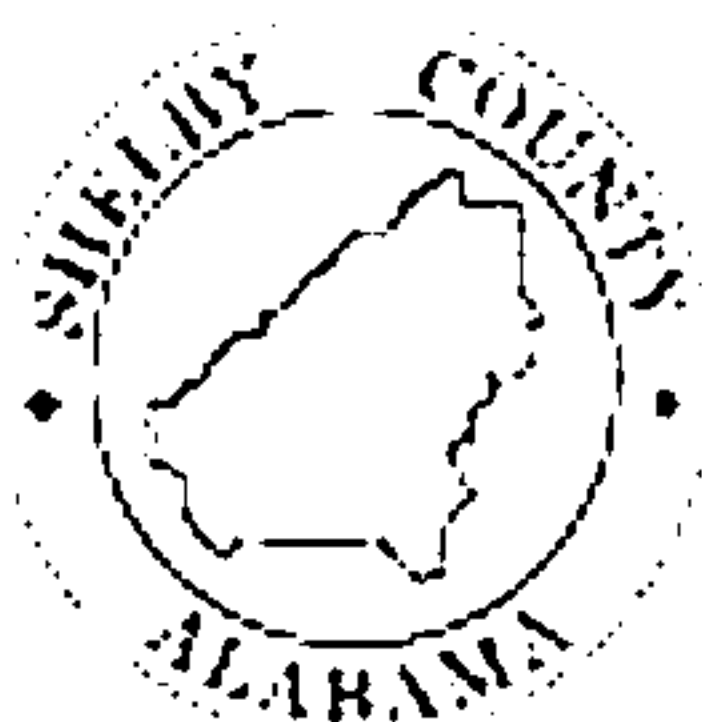
All bearings in this legal description are based on State Plane Coordinates for the Alabama West Zone.

Less and Except the following:

Lot 1204 of the Final Plat of Blackridge Phase 2 as recorded in Map Book 51, pg. 63, in the office of the Judge of Probate of Shelby County, Alabama;

Lots 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, 1310, 1313, 1314, 1315, 1316, 1317, 1318, 1319, 1320, 1321, 1322, 1323, 1324, 1325, 1326, 1327, 1329, 1330, 1333, 1334, 1335, 1336, 1338, 1339, 1341, 1342, 1344, 1353, 1354 of the Final Plat of Blackridge Phase 3 as recorded in Map Book 55, pg. 83A, in the office of Judge of Probate of Shelby County, Alabama;

Lots 1502, 1503, 1504, 1509 of the Final Plat of Blackridge Phase 5 as recorded in Map Book 55, pg. 18 in the office of Judge of Probate of Shelby County, Alabama; and Lots 1603, 1606, 1608, 1614, 1615, & 1621 of the Final Plat of Blackridge Phase 6 as recorded in Map Book 56, pg. 65 in the office the Judge of Probate of Shelby County, Alabama.



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 01/13/2023 11:05:12 AM
 \$39.00 BRITTANI
 20230113000011260

Allen S. Bayl