

THIS INSTRUMENT PREPARED BY:

Kelly Thrasher Fox, Esq.
Hand Arendall Harrison Sale LLC
1801 Fifth Avenue North, Suite 400
Birmingham, AL 35203
205-502-0122

433-22500025/L1

STATE OF ALABAMA:
COUNTY OF SHELBY:

FIRST AMENDMENT TO TRI-PARTY AGREEMENT

THIS FIRST AMENDMENT TO TRI-PARTY AGREEMENT (this "Amendment") is made and entered into by and among Green Rock 2019 Strategic Fund, LLC, a Delaware limited liability company ("Lender"), D.R. Horton, Inc. – Birmingham, an Alabama corporation ("Horton"), and TCG Koslin, LLC, a Delaware limited liability company ("Borrower"), as of August 15, 2023 (the "Effective Date").

Recitals:

A. Lender, Horton, and Borrower (collectively, the "Parties" and each a "Party") entered into that certain Tri-Party Agreement (the "Agreement") dated August 25, 2022, and recorded at Instrument Number 20220916000359230 in the Office of the Judge of Probate of Shelby County, Alabama (the "Public Records").

B. As of the Effective Date, 23 Lots have been sold by Borrower to Horton under the Lot Contract and \$120,685 of the Earnest Money was credited against the purchase price paid by Horton to Borrower at such closing, resulting in a balance of the Earnest Money of \$526,064.

C. The Parties now desire to amend the Agreement.

Amendment:

1. Capitalized Terms. Capitalized terms used herein unless otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

2. Recitals. The foregoing recitals are true and correct in all material respects and form an integral part of this Amendment, the same as if said recitals were included in the numbered paragraphs hereof.

3. Change in Loan Paydown Procedure. Sections 1(c) and 6(e) are hereby deleted from the Agreement. Instead, notwithstanding anything contained in the Agreement to the contrary, the Parties hereby acknowledge and agree that the \$3,233,570 amount set forth in Section 3(a) of the Agreement shall be automatically reduced at each closing between Borrower and

Horton conducted under the Lot Contract in an amount equal to 50% of the gross purchase price paid by Horton to Borrower at such closing; provided, that such gross purchase price shall be calculated in accordance with Section 3 of the Lot Contract. Further, Section 3 of the Lot Contract shall not be amended nor shall any purchase price thereunder be reduced unless, in any case, Lender's written consent thereto is first obtained.

4. Miscellaneous.

a. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Alabama.

b. Paragraph Headings. The paragraph headings herein have been inserted for convenience of reference only and shall in no way modify or restrict any of the terms or provisions hereof.

c. Multiple Counterparts. This Amendment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

d. Recording of Amendment. The Parties acknowledge and agree that this Agreement shall be recorded in the Public Records.

e. Continued Effectiveness. All of the applicable terms, conditions and provisions of the Agreement, as hereby supplemented and amended, are in all respects hereby ratified and reaffirmed, and the Agreement and this Amendment shall be read, taken, and construed as one and the same instrument. References in the Agreement and all exhibits thereto shall be deemed to be references to the Agreement as amended by this Amendment. In no way limiting the foregoing, the Agreement and the Horton Mortgage remain in full force and effect in all respects.

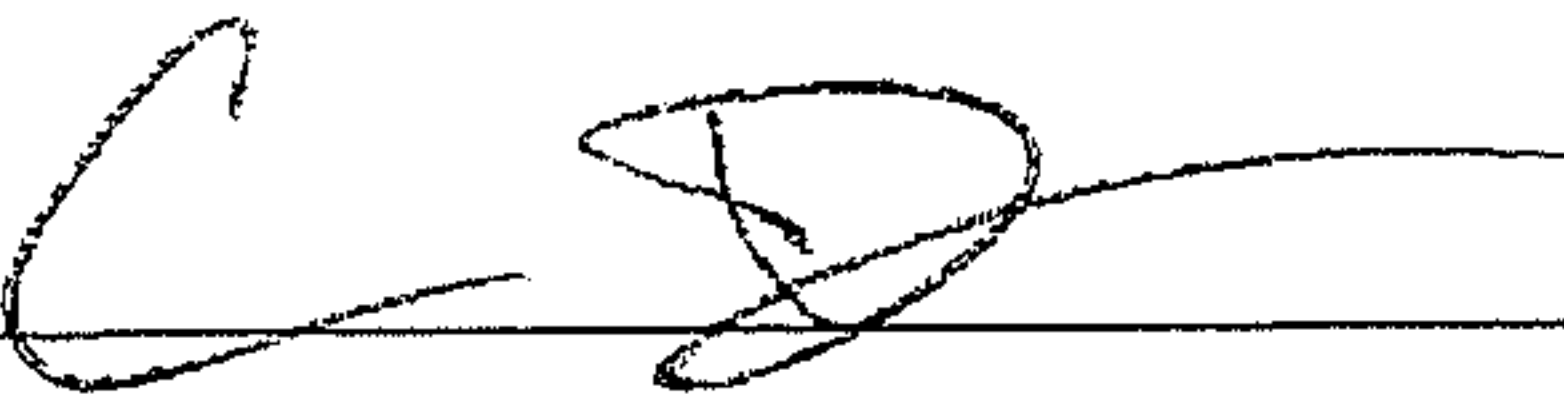
f. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, NEITHER THIS AMENDMENT NOR ANY FURTHER AMENDMENT OF THE AGREEMENT SHALL BE A VALID AND ENFORCEABLE OBLIGATION OF HORTON UNLESS THIS AMENDMENT OR SUCH FURTHER AMENDMENT IS EXECUTED BY EITHER ONE OF DONALD R. HORTON, DAVID V. AULD, MICHAEL J. MURRAY, BILL WHEAT, PAUL ROMANOWSKI OR SCOTT WHITEHURST, EACH AN OFFICER OF HORTON, IN HIS REPRESENTATIVE CAPACITY.

[Signatures Follow This Page]

EXECUTED in duplicate counterparts, each of which shall be deemed an original.

Lender:

GREEN ROCK 2019 STRATEGIC FUND, LLC,
a Delaware limited liability Company

By: 

Name: CHRIS DEVINE

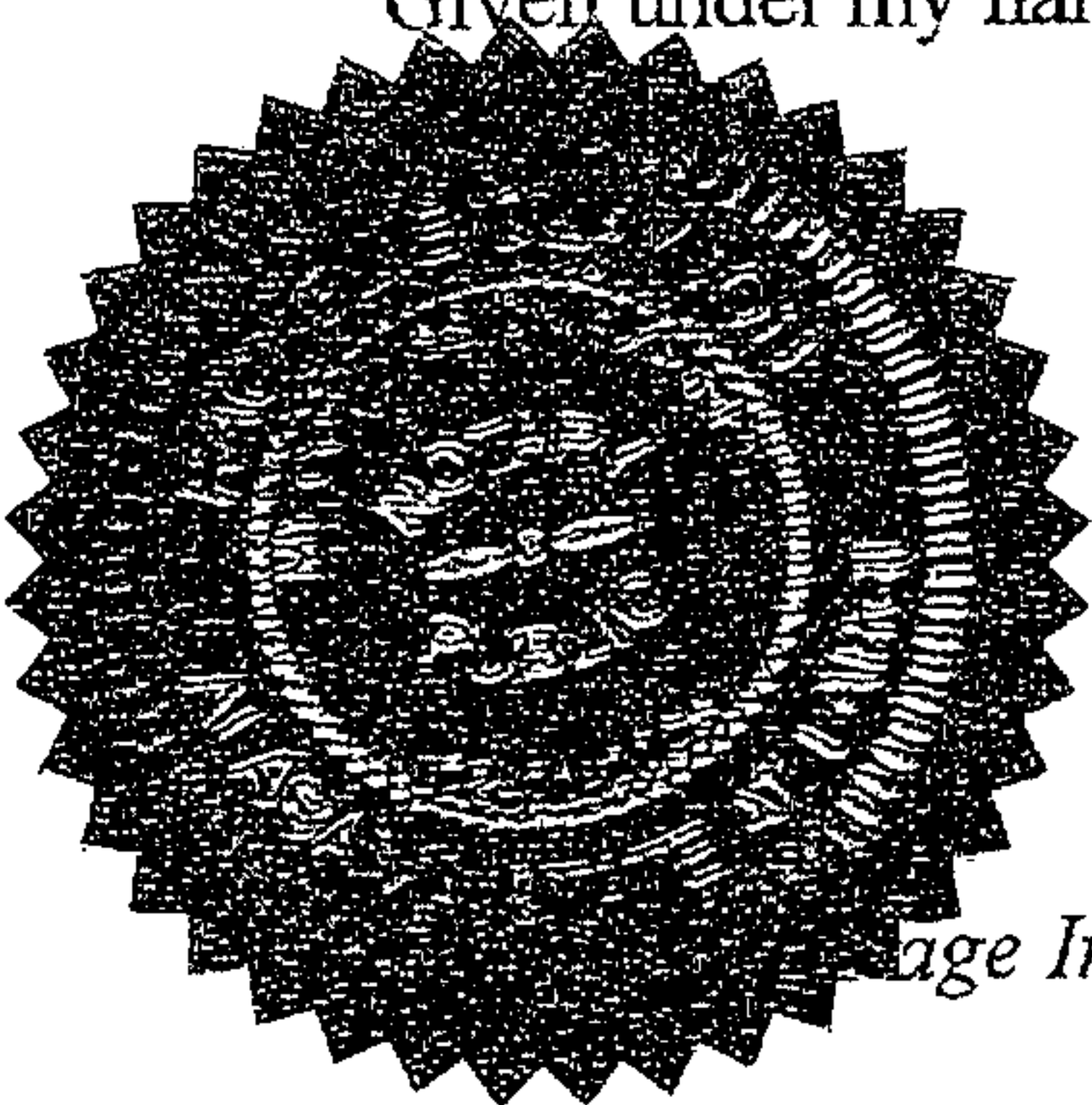
Its: MANAGER

STATE OF ALABAMA

COUNTY OF Shelby

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Chris Devine as the manager for GREEN ROCK 2019 STRATEGIC FUND, LLC, a Delaware limited liability company, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that being informed of the contents of said conveyance, s/he has executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal this the 21 day of April, 2023.




Rachel E Clayton
Notary Public

My commission expires 12/01/2025

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Horton:

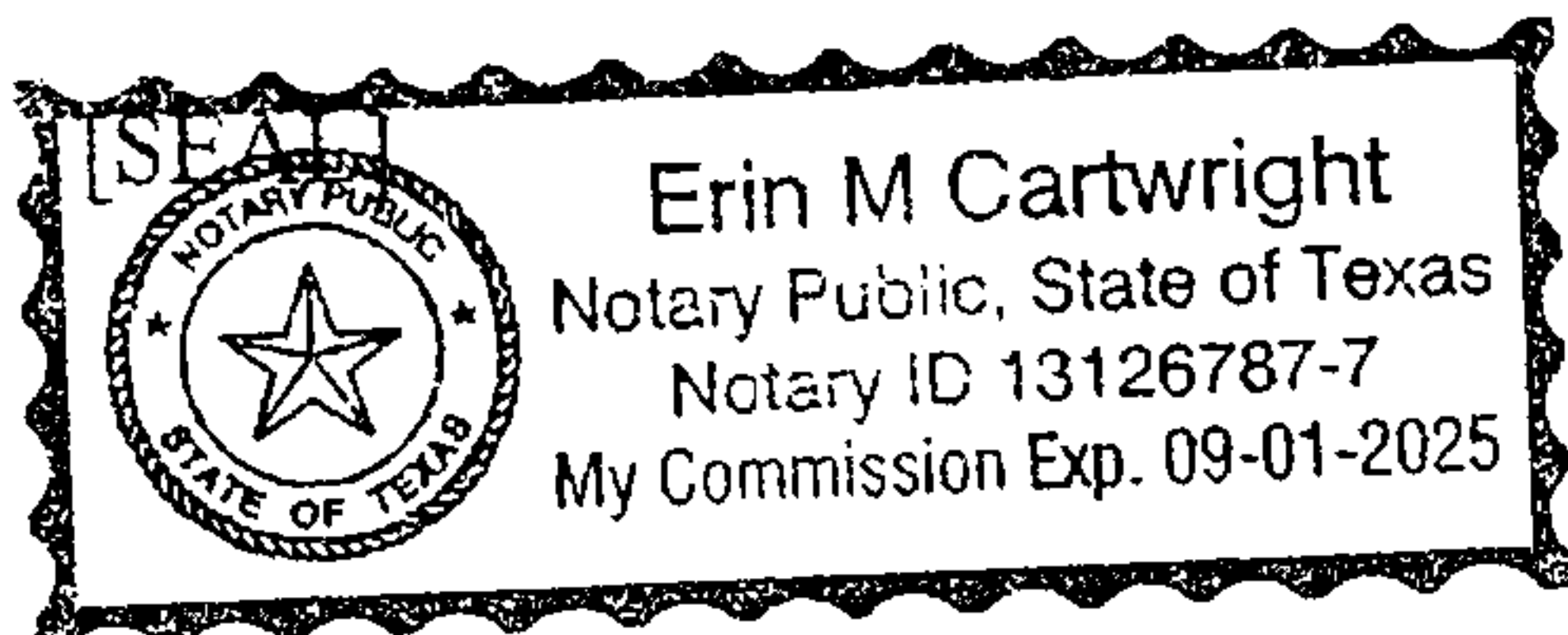
D.R. HORTON, INC. – BIRMINGHAM, an
Alabama corporation


By: 
Name: Bill W. Wheat
Title: Chief Financial Officer

STATE OF Texas :
COUNTY OF Tarrant :

I, the undersigned, Notary Public in and for said County in said State, hereby certify that Bill W. Wheat, whose name as CFO of D.R. Horton, Inc. – Birmingham, an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such officer and with full authority executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 25 day of August, 2023.




NOTARY PUBLIC
My Commission Expires: 09-01-2025

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Borrower:

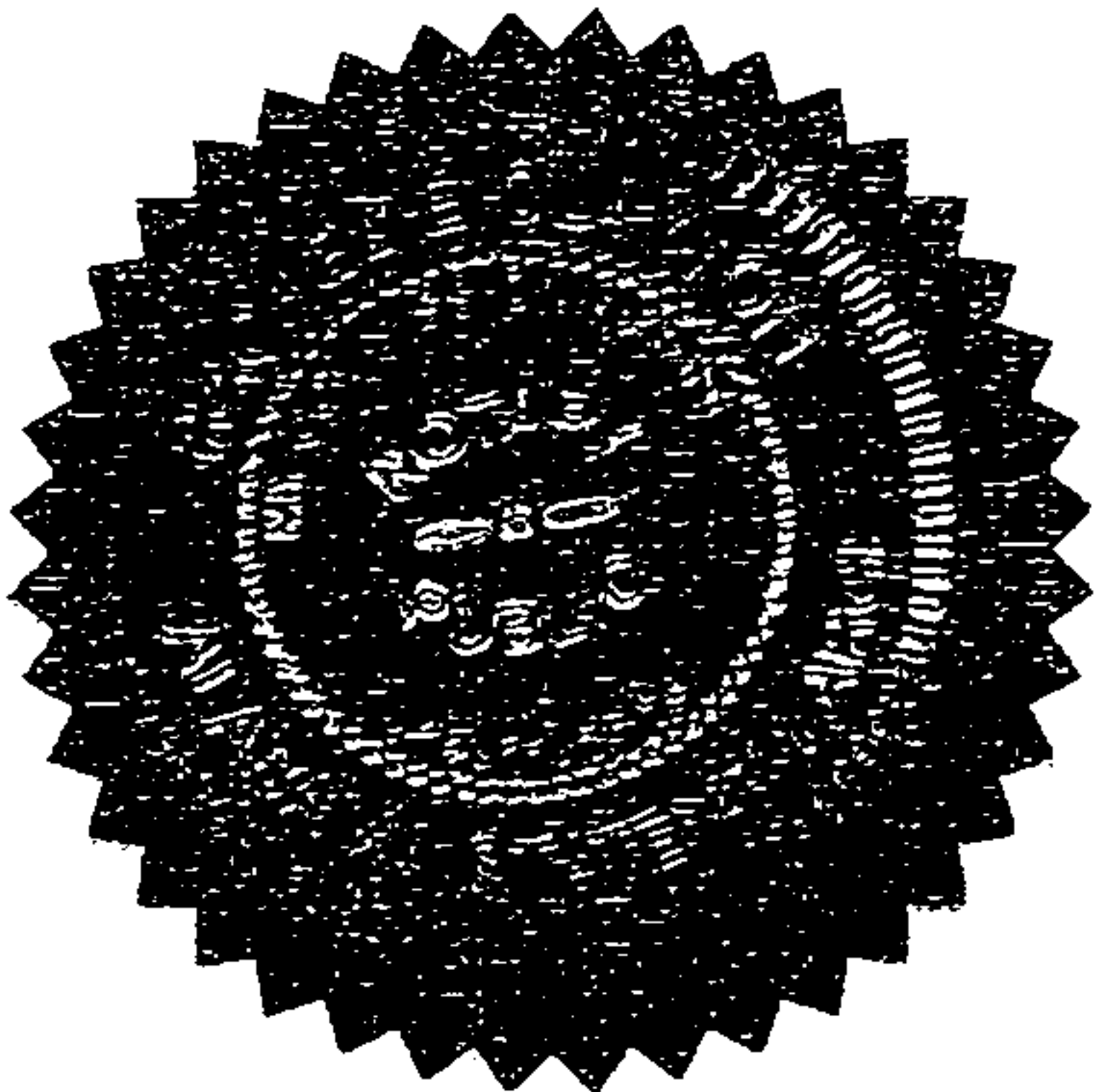
TCG KOSLIN, LLC, a Delaware limited liability company

By: James P. Key, Jr.
Name: James P. Key, Jr.
Title: Authorized Agent

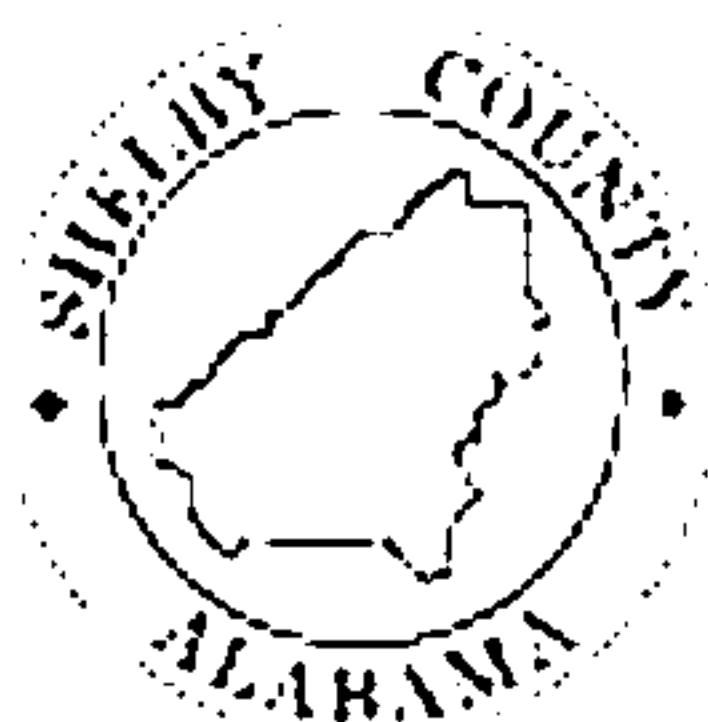
STATE OF ALABAMA :
COUNTY OF Shelby :

I, the undersigned, Notary Public in and for said County in said State, hereby certify that James P. Key, Jr., whose name as Authorized Agent of TCG Koslin, LLC, a Delaware limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such authorized agent and with full authority executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 21 day of April, 2023.



Fayette E. Clayton
NOTARY PUBLIC
My Commission Expires: 12/01/2025



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
09/11/2023 03:03:48 PM
\$34.00 JOANN
20230911000273980

Allen S. Bayl