

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

423-225000241EM

STATE OF ALABAMA:
COUNTY OF SHELBY:

SECOND AMENDMENT TO TRI-PARTY AGREEMENT

THIS SECOND 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 Chelsea Acres, LLC, a Delaware limited liability company ("Borrower"), as of *August 22*, 2024 (the "Effective Date").

Recitals:

A. Lender, Horton, and Borrower (collectively, the "Parties" and each a "Party") entered into that certain Tri-Party Agreement recorded at Instrument Number 20200803000325750, as amended by a First Amendment thereto recorded at Instrument Number 20231120000338770 (collectively, the "Agreement"), both in the Office of the Judge of Probate of Shelby County, Alabama (the "Public Records").

B. As of the Effective Date, 124 Lots have been sold by Borrower to Horton under the Lot Contract and \$622,389.70 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 \$1,681,460.30.

C. The Parties acknowledge that the Purchase Price in the Lot Contract has been increased, so 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. Increase in Earnest Money. The Parties acknowledge that the Purchase Price has been increased, and, therefore, the amount of the Earnest Money set forth in Recital C of the Agreement is hereby increased to \$2,514,112.50, resulting in a new outstanding balance of the Earnest Money of \$1,891,722.80. Lender hereby consents to that certain Mortgage Modification Agreement entered into by Borrower and Horton and recorded at Instrument Number _____ in the Public Records.

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.

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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: [Signature]
Name: CHRIS DEVINE
Its: Authorized Signatory

STATE OF ALABAMA

COUNTY OF Jefferson

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Chris Devine as the Authorized Signer 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.

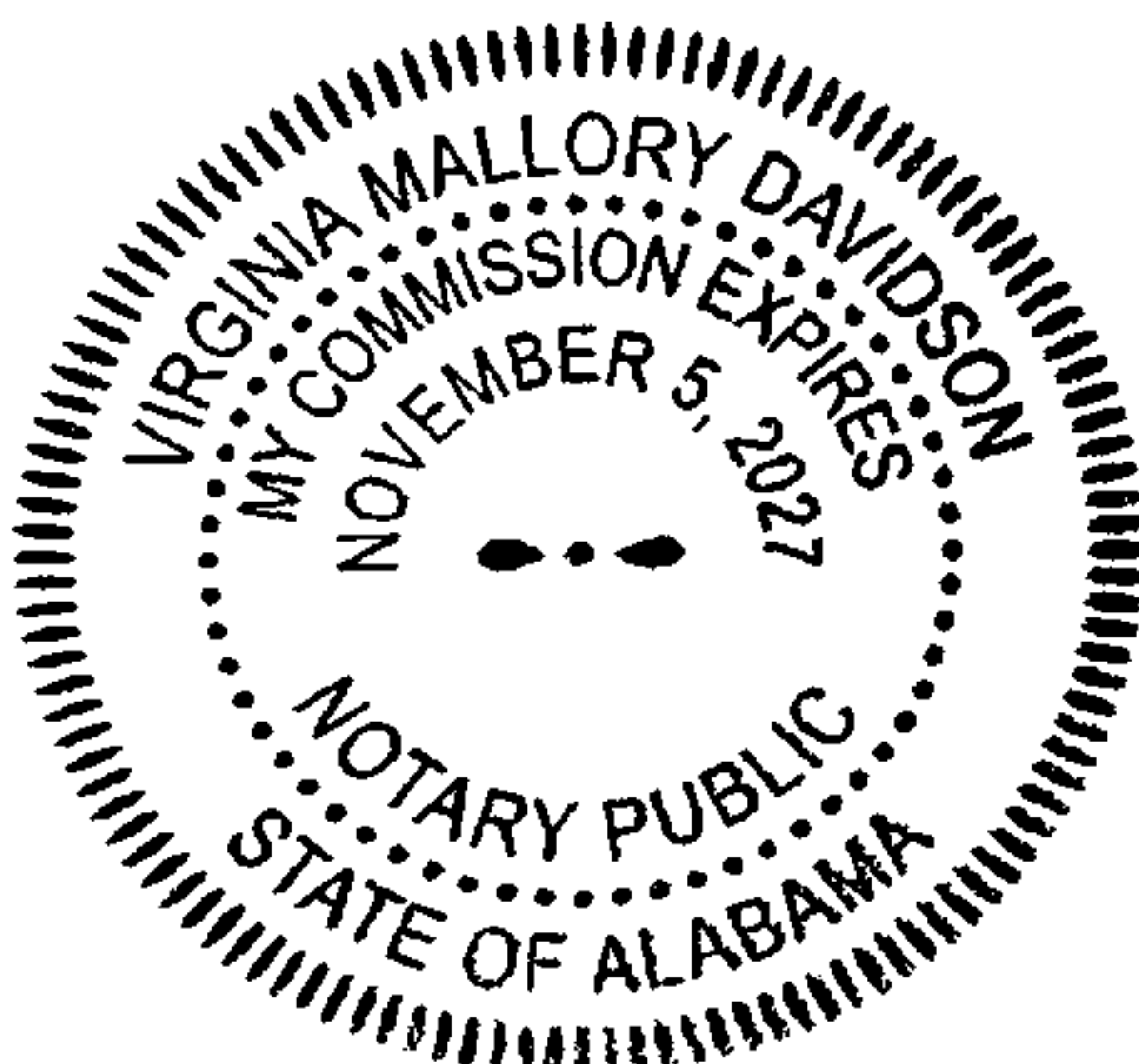
Given under my hand and official seal this the 21 day of May, 2024.

[Signature]
Notary Public

[NOTARIAL SEAL]

My commission expires Nov. 5, 27

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Borrower:

TCG CHELSEA ACRES, LLC, a Delaware limited liability company

By: _____

Name: James P. Key, Jr.

Title: Authorized Agent

STATE OF ALABAMA :
COUNTY OF St Clair :

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 Chelsea Acres, 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 1st day of May, 2024.

[SEAL]

Diedra ONeal

NOTARY PUBLIC

My Commission Expires: 04/21/27

Diedra ONeal
Notary Public, Alabama State At Large
My Commission Expires April 21st 2027

Horton:

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

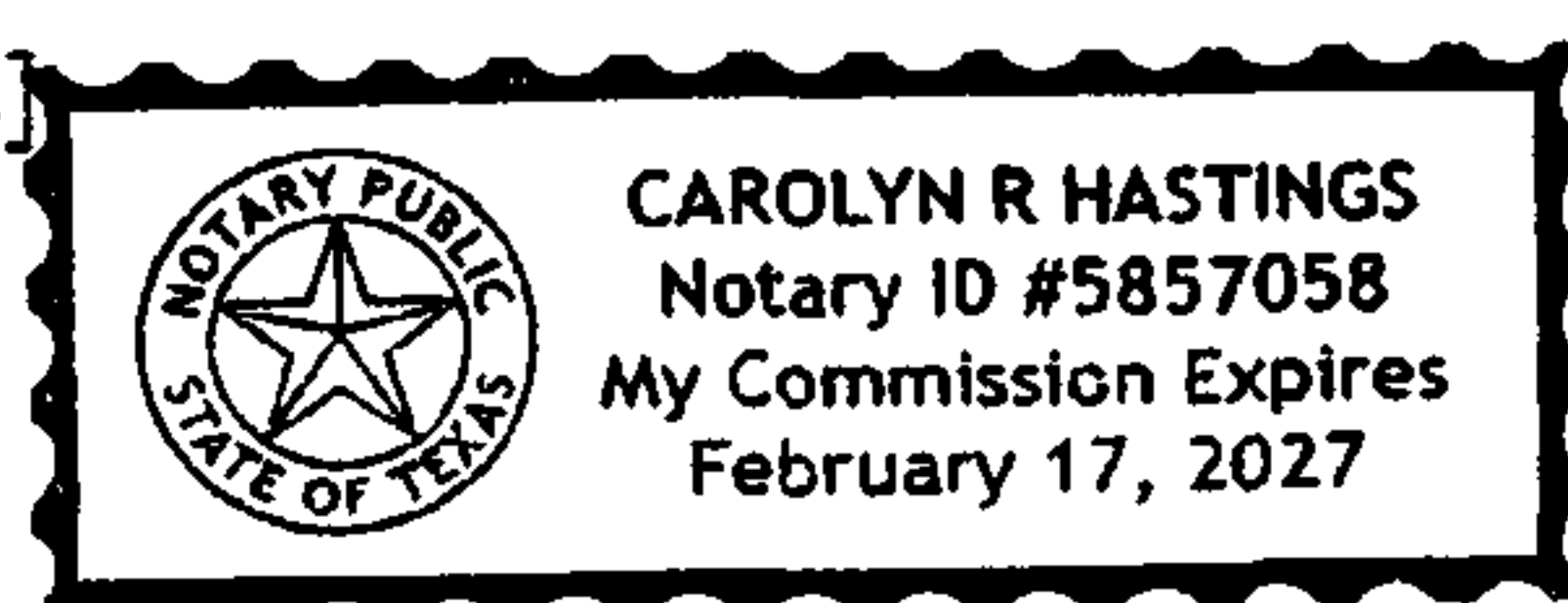
By: *Bill W. Wheat*
Name: Bill W. Wheat
Title: Chief Financial Officer

STATE OF Texas :
COUNTY OF Tarrant :

I, the undersigned, Notary Public in and for said County in said State, hereby certify that
Bill 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 12 day of August, 2024.

[SEAL]



Carolyn Hastings
NOTARY PUBLIC
My Commission Expires: 2-17-2027

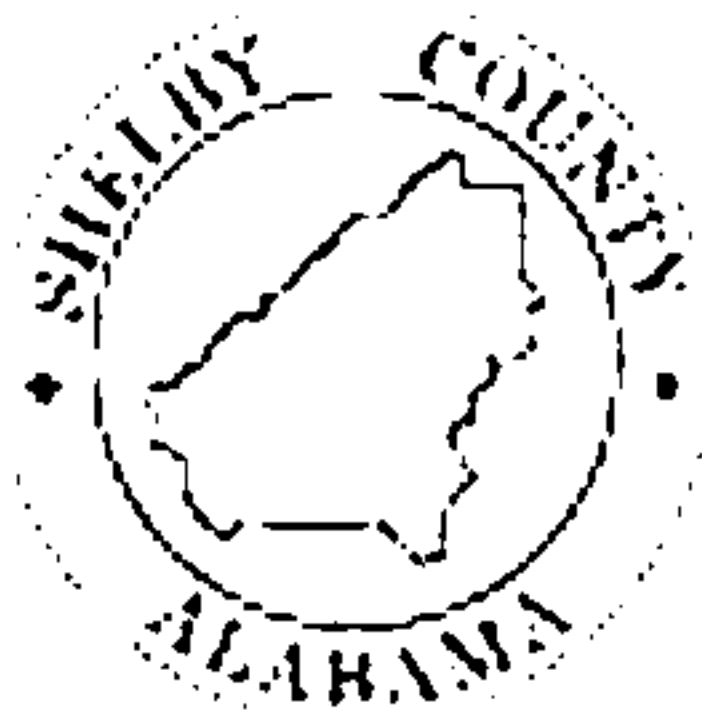
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ESCROW NO.: 423-225000241EM

EXHIBIT A

PARCEL I Tract of land Situated in Section 35, and Section 36, Township 19 South, Range 1 West, Shelby County, Alabama being more particularly described as follows: BEGIN at a nail in a 3" Post being the Southwest corner of the Northeast 1/4 of the Southwest 1/4 of Section 35, Township 19 South, Range 1 West, Shelby County, Alabama; thence run North 88°12'22" East along the South line of said 1/4-1/4 line a distance of 1366.14 feet to the Southwest corner of the Northwest 1/4 of the Southeast 1/4 of said Section; thence run North 88°15'21" East along the South line of said 1/4-1/4 Section a distance of 1356.20 feet to the Southwest corner of the Northeast 1/4 of the Southeast 1/4 of said Section; thence run North 88°33'02" East along the South line of said 1/4-1/4 Section a distance of 1402.08 feet to the Southwest corner of the Northwest 1/4 of the Southwest 1/4 of Section 36, Township 19 South, Range 1 West; thence run North 89°39'09" East along the South line of said 1/4-1/4 Section a distance of 665.69 feet to a point lying on the centerline of Little Creek; thence run along the centerline of Little Creek having a chord bearing of North 20°58'20" East a distance of 1570.35 feet to a point lying 329.29 feet South of the Northwest corner of Lot 3, according to the survey of Mitchem Family Subdivision, as recorded in Map Book 27, page 119, in the Probate Office of Shelby County, Alabama; thence leaving the centerline of Little Creek run North 00°42'59" East along the West line of Lot 3 of said Survey a distance of 329.29 feet to a found iron (capped "RYS") being the Southwest corner of Lot 1b, according to a Resurvey of Lots 1 & 2 of Mitchem Family Subdivision, as recorded in Map Book 44, page 71, in the Probate Office of Shelby County, Alabama; thence run North 00°42'15" East along the West line of Lot 1b and Lot 1A of said survey a distance of 1399.05 feet more or less to the South right-of-way line of Liberty Road being described in Deed Book 2002, page 8616, in the Probate Office of Shelby County, Alabama; thence run along Liberty Road the following courses: thence run North 48°58'24" West a distance of 236.13 feet to a curve to the left with a radius of 489.80 feet, with a delta angle of 09°39'07", a chord bearing of North 53°47'57" West, and a chord length of 82.41 feet; thence run along said curve a distance of 82.51 feet to a point; thence run North 58°37'31" West a distance of 561.70 feet to curve to the left with a radius of 113.31 feet, with a delta angle of 33°51'31", a chord bearing of North 75°33'16" West, and a chord length of 65.99 feet; thence run along said curve a distance of 66.96 feet to a compound curve to the left with a radius of 1200.00 feet, with a delta angle of 06°59'07", a chord bearing of South 84°01'24" West, and a chord length of 146.21 feet; thence run along said curve a distance of 146.30 feet to a point; thence run South 80°31'51" West a distance of 153.42 feet to a curve to the right with a radius of 115.00 feet, with a delta angle of 45°25'05", a chord bearing of North 76°45'37" West, and a chord length of 88.79 feet; thence run along said curve a distance of 91.16 feet to a point; thence run North 54°03'04" West a distance of 51.86 feet to curve to the left with a radius of 126.00 feet, with a delta angle of 48°39'21", a chord bearing of North 78°22'45" West, and a chord length of 103.81 feet; thence run along said curve a distance of 107.00 feet to a point; thence run South 77°17'35" West a distance of 32.49 feet to the Northeast corner of Lot 1, according to the survey of Chelsea Estates First Addition, as recorded in Map Book 5, page 65, in the Probate Office of Shelby County, Alabama; thence leaving the South right-of-way of Liberty Road run South 00°34'21" West along the East line of Lots 1, 2, 3, 4, 6, 7, and 8, a distance of 1101.62 feet to the Southeast corner of Lot 8 of said survey and the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of Section 35, Township 19 South, Range 1 West, Shelby County, Alabama; thence run South 88°31'22" West along the North line of said 1/4-1/4 Section a distance of 1334.91 feet to the Northwest corner of the Southeast 1/4 of the Northeast 1/4 of said Section; Thence run South 00°30'23" West along the West line of said 1/4-1/4 Section a distance of 1327.81 feet to the Northeast corner of the Northwest 1/4 of the Southeast 1/4 of said Section; thence run South 88°32'24" West along the South line of said Section a distance of 1334.36 feet to

the Northeast corner of the Northeast 1/4 of the Southwest 1/4 of said Section; thence run South 88°31'37" West along the South line of said Section a distance of 1208.18 feet to a non-tangent curve to the right with a radius of 375.00 feet, with a delta angle of 25°58'58", a chord bearing of North 57°26'32" West, and a chord length of 168.60 feet; thence leaving the South line of said Section run along said curve a distance of 170.06 feet to a point; thence run North 44°27'02" West a distance of 217.57 feet to a curve to the right with a radius of 325.00 feet, with a delta angle of 43°36'14", a chord bearing of North 22°38'56" West, and a chord length of 241.41 feet; thence run along said curve a distance of 247.33 feet to a compound curve to the right with a radius of 25.00 feet, with a delta angle of 89°11'19", a chord bearing of North 43°44'51" East and a chord length of 35.10 feet; thence run along said curve a distance of 38.92 feet to a point on the South right-of-way line of Liberty Road; thence run South 88°20'30" West along said road right-of-way a distance of 209.26 feet to a point; thence leaving the South right-of-way line of Liberty Road run South 00°22'45" West a distance of 1167.37 feet to a point; thence run North 88°30'55" East a distance of 450.17 feet to a point on the West line of the Northeast 1/4 of the Southwest 1/4 of Section 35, Township 19 South, Range 1 West; thence run South 00°20'24" East along the West line of said 1/4 - 1/4 section a distance of 658.42 feet to the POINT OF BEGINNING. Less and except the Survey of Chelsea Acres, Sector 1 as recorded in Map Book 57, page 15 in the Probate Office of Shelby County, Alabama. Less and except the Survey of Chelsea Acres, Sector 1 Phase 1B as recorded in Map Book 58, pages 16, 16A, and 16B as recorded in the Probate Office of Shelby County, Alabama. Less and Except the the Survey of Chelsea Acres, Sector 1, Phase 2A, recorded in Map Book 60, Page 39A, 39B, 39C and 39D, in the Probate Office of Shelby County, Alabama. PARCEL II Lots 1, 2, and 5, according to the Survey of Chelsea Acres, Sector 1 as recorded in Map Book 57, page 15 in the Probate Office of Shelby County, Alabama. PARCEL II: Lots 112, 113, 114, 115, 116, 117, 118, 119, 120 121, 236, 237, 238, 239, 240, 241, 242, 243, 244, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, Common Area 4 and Common Area 5, according to the Survey of Chelsea Acres, Sector 1, Phase 2A, recorded in Map Book 60, Page 39A, 39B, 39C and 39D, in the Probate Office of Shelby County, Alabama



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 08/23/2024 11:40:31 AM
 \$43.00 PAYGE
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Allen S. Bayl