

This instrument prepared by
and upon recordation return to:
Richard A. Wright, Esq.
Jones Walker LLP
RSA Battle House Tower
11 N. Water Street, Suite 1200
Mobile, Alabama 36602

STATE OF ALABAMA)
COUNTY OF SHELBY)

MORTGAGE MODIFICATION AGREEMENT

NOTE TO CLERK: THE PRINCIPAL AMOUNT SECURED HEREBY SHALL NEVER EXCEED THE SUM OF \$9,500,000.00, UPON WHICH MORTGAGE TAX ON \$7,000,000.00 HAS PREVIOUSLY BEEN PAID. CONTEMPORANEOUSLY HEREWITH, THE PARTIES SHALL FILE A MORTGAGE MODIFICATION AGREEMENT IN JEFFERSON COUNTY, ALABAMA AND THE PRINCIPAL AMOUNT SECURED THEREBY SHALL NEVER EXCEED THE SUM OF \$9,500,000.00, UPON WHICH MORTGAGE TAX ON \$7,000,000.00 HAS PREVIOUSLY BEEN PAID.

This Mortgage Modification Agreement ("Agreement") is made and entered as of the date set forth below, by and between BLACKRIDGE PARTNERS, LLC, BLACKRIDGE PARTNERS II, LLC, SIGNATURE 150, LLC and TCVC RESIDENTIAL, LLC, each an Alabama limited liability company (collectively referred to as the "Mortgagor"), each having an address of 3545 Market Street, Hoover, AL 35226 and BANKPLUS, a Mississippi banking corporation ("Mortgagee"), whose address is 104 St. Francis Street, Suite 600, Mobile, AL 36602.

WITNESSETH:

WHEREAS, The Mortgagor is presently indebted to the Mortgagee in the original principal amount of TWENTY MILLION AND NO/100THS DOLLARS (\$20,000,000.00) as evidenced by that certain Fifth Amended Master Promissory Note dated October 8, 2024 (the "Fifth Amended Note"); and

WHEREAS, the indebtedness evidenced by the Fifth Amended Note is secured by certain mortgages and deeds of trust recorded in Alabama and Tennessee, including that certain First Priority Future Advance Mortgage, Assignment of Rents and Contracts, Security Agreement And Financing Statement in the maximum principal amount of \$20,000,000.00 from Mortgagor to Mortgagee dated effective March 21, 2022 and recorded on June 17, 2022 as **Instrument No.**

20220617000243100 in the records of the Office of the Judge of Probate of Shelby County, Alabama (“Shelby County Mortgage”); and

WHEREAS, the Shelby County Mortgage presently secures the maximum principal amount of \$7,000,000.00 in Shelby County, Alabama; and

WHEREAS, the mortgage tax was duly paid on the stated principal amount of the Shelby County Mortgage at the time of its recordation; and

WHEREAS, Mortgagor desires to borrow up to an additional FIVE MILLION AND NO/100THS DOLLARS (\$5,000,000.00) from the Mortgagee increasing the total availability to TWENTY FIVE MILLION AND NO/100th DOLLARS (\$25,000,000.00) which will be evidenced by a Sixth Amended Master Promissory Note (the “Sixth Amended Note”) of even date herewith; and

WHEREAS, Mortgagor has requested that the Mortgagee increase the stated amount of the indebtedness secured by the Shelby County Mortgage from \$7,000,000.00 to \$9,500,000.00, an increase of \$2,500,000.00; and

WHEREAS, pursuant to Alabama Code Section 40-22-2 (2)(a), mortgage tax is due upon the amount of the increase (\$2,500,000.00), the sum of the \$3,750.00; and

WHEREAS, the Mortgagee has consented to the increased obligation subject to Mortgagor’s execution of this agreement.

NOW THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed between the parties as follows:

1. The aggregate maximum principal amount secured by the Shelby County Mortgage is hereby amended to be the sum of \$9,500,000.00. All references to “Loan Documents”, in addition to the documents executed March 21, 2022, as amended July 5, 2022, May 10, 2023, November 15, 2023, February 6, 2024 and October 8, 2024 shall also include this Agreement and the Amendment to Amended and Restated Master Loan Agreement and Sixth Amended Master Promissory Note in the maximum principal amount of \$25,000,000.00 (“Sixth Amended Promissory Note”), all of even date herewith.
2. All references in the Mortgage and Assignment to the “Note” and the indebtedness secured by the Mortgage shall include and refer to the Master Promissory Note from Mortgagor to Mortgagee dated March 21, 2022 in the principal amount of up to \$20,000,000.00, as amended July 5, 2022, May 10, 2023, November 15, 2023, February 6, 2024 and October 8, 2024 (collectively, “Promissory Note”) as further amended by that certain Sixth Amended Master Promissory Note of even date herewith in the total principal amount of up to \$25,000,000.00; and the Shelby County Mortgage, as amended

by this Agreement shall secure the Sixth Amended Promissory Note and all other indebtedness of Mortgagor to Mortgagee as set forth in the terms of the Mortgage and Assignment, together with any additional renewals, modifications or extensions thereof.

3. By its execution hereof, Mortgagor does hereby grant, bargain, sell, convey, mortgage and assign unto the Mortgagee all of the property described in the Shelby County Mortgage to secure the Sixth Amended Promissory Note from Mortgagor to Mortgagee as reflected in this Agreement.
4. In all respects other than as modified hereby, the Shelby County Mortgage remains in full force and effect in accordance with the original terms thereof and this Agreement shall in no way affect the lien or priority of the Shelby County Mortgage. By its execution hereof, Mortgagor acknowledges and ratifies all of the terms and covenants contained in the Shelby County Mortgage, as modified hereby.
5. This Agreement shall be effective as of the date of its execution by all parties hereto; shall be governed by the laws of the State of Alabama and shall be entitled to the benefit of the other terms of the Loan Documents.

[Signature pages to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date(s) set forth below.

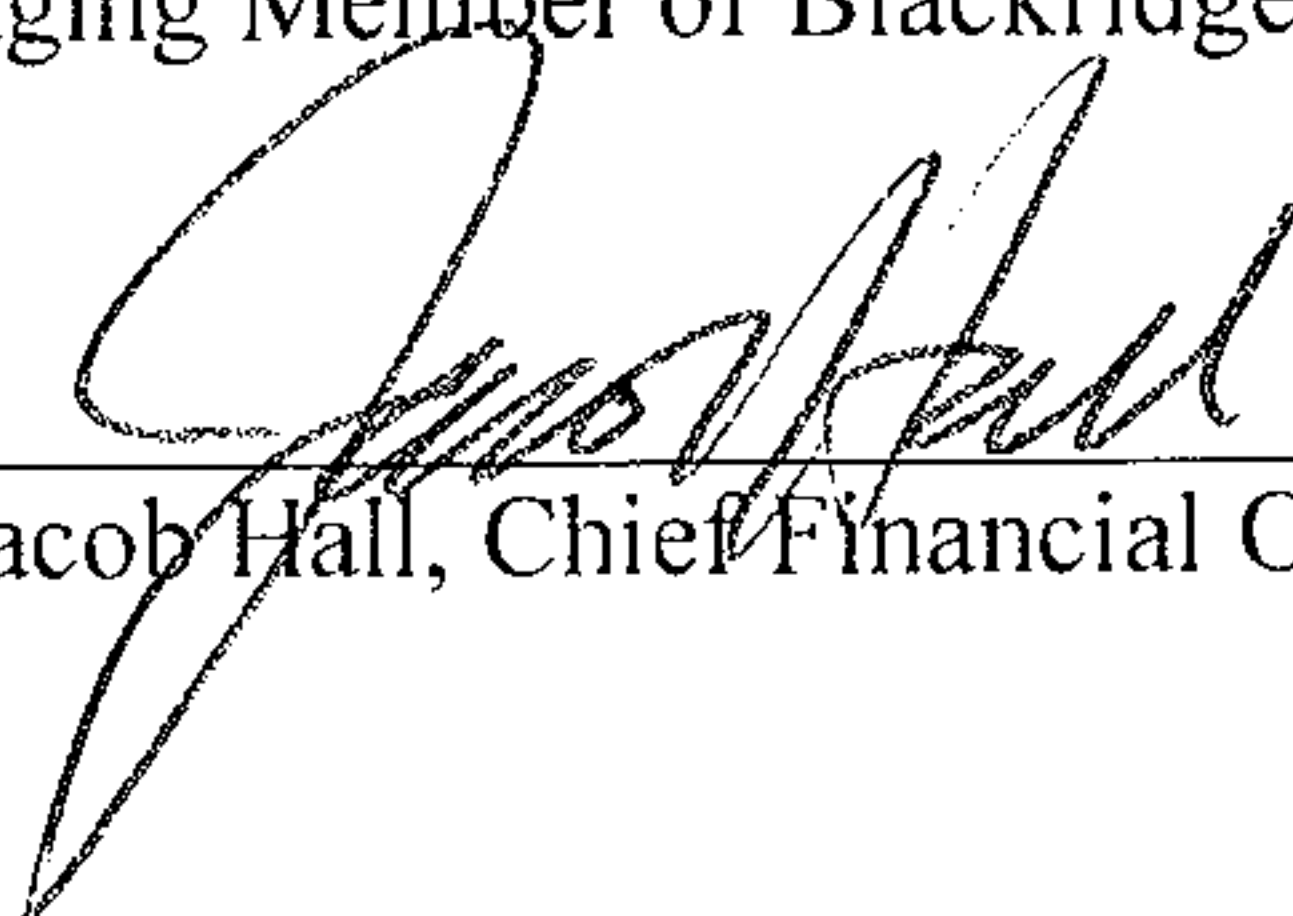
MORTGAGOR:

BLACKRIDGE PARTNERS, LLC

an Alabama limited liability company

By: SB Holding Corp., an Alabama corporation

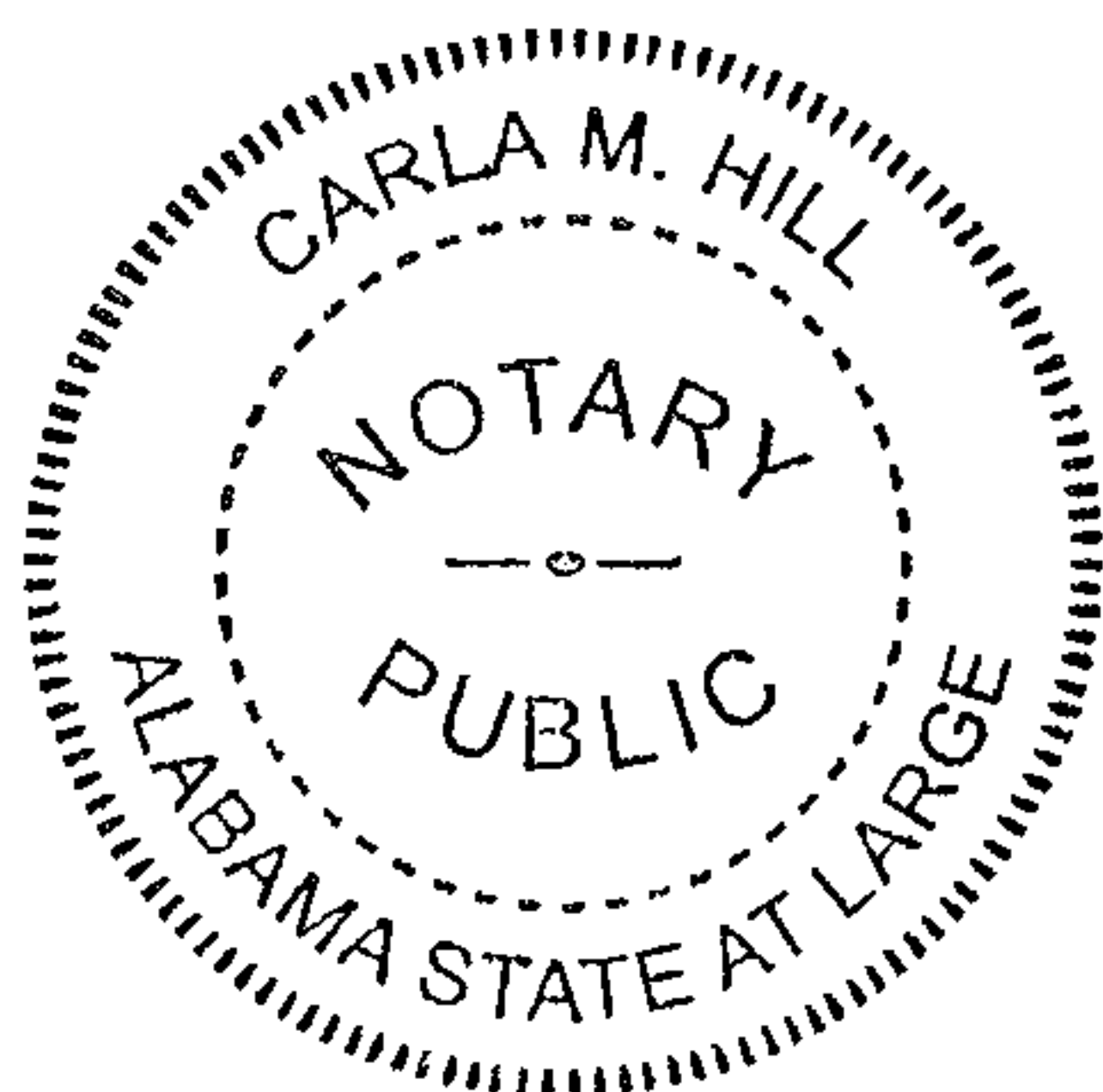
(Managing Member of Blackridge Partners, LLC)

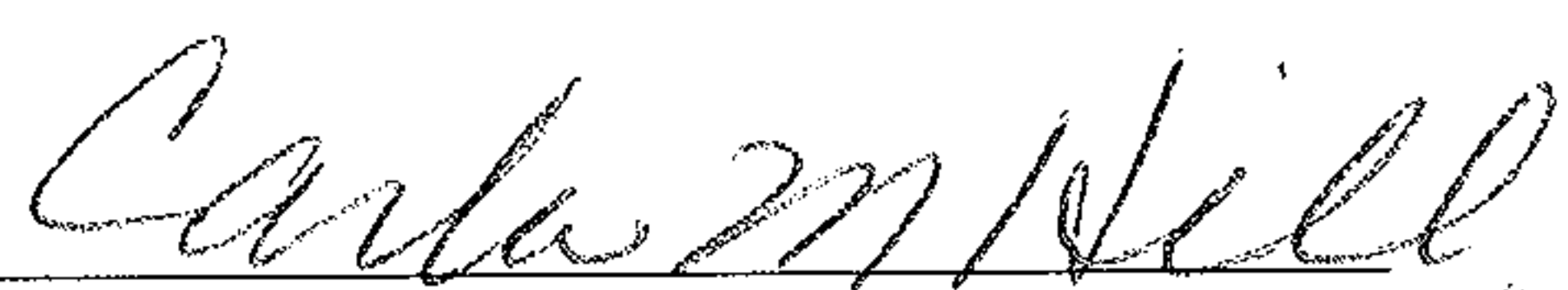
By: 
Jacob Hall, Chief Financial Officer

STATE OF ALABAMA
COUNTY OF JEFFERSON

Before, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Jacob Hall with whom I am personally acquainted, or provide to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the Chief Financial Officer of SB Holding Corp., an Alabama corporation, as managing member of BLACKRIDGE PARTNERS, LLC, an Alabama limited liability company, and that he as such officer, being authorized so to do, executed the foregoing instrument, and acknowledged that he executed same for the purposes therein contained by signing the name of said corporation by himself as such officer of said limited liability company.

Witness my hand and official seal this 21st day of July, 2025




Notary Public
My Commission Expires: 3/23/27

BLACKRIDGE PARTNERS II, LLC

an Alabama limited liability company

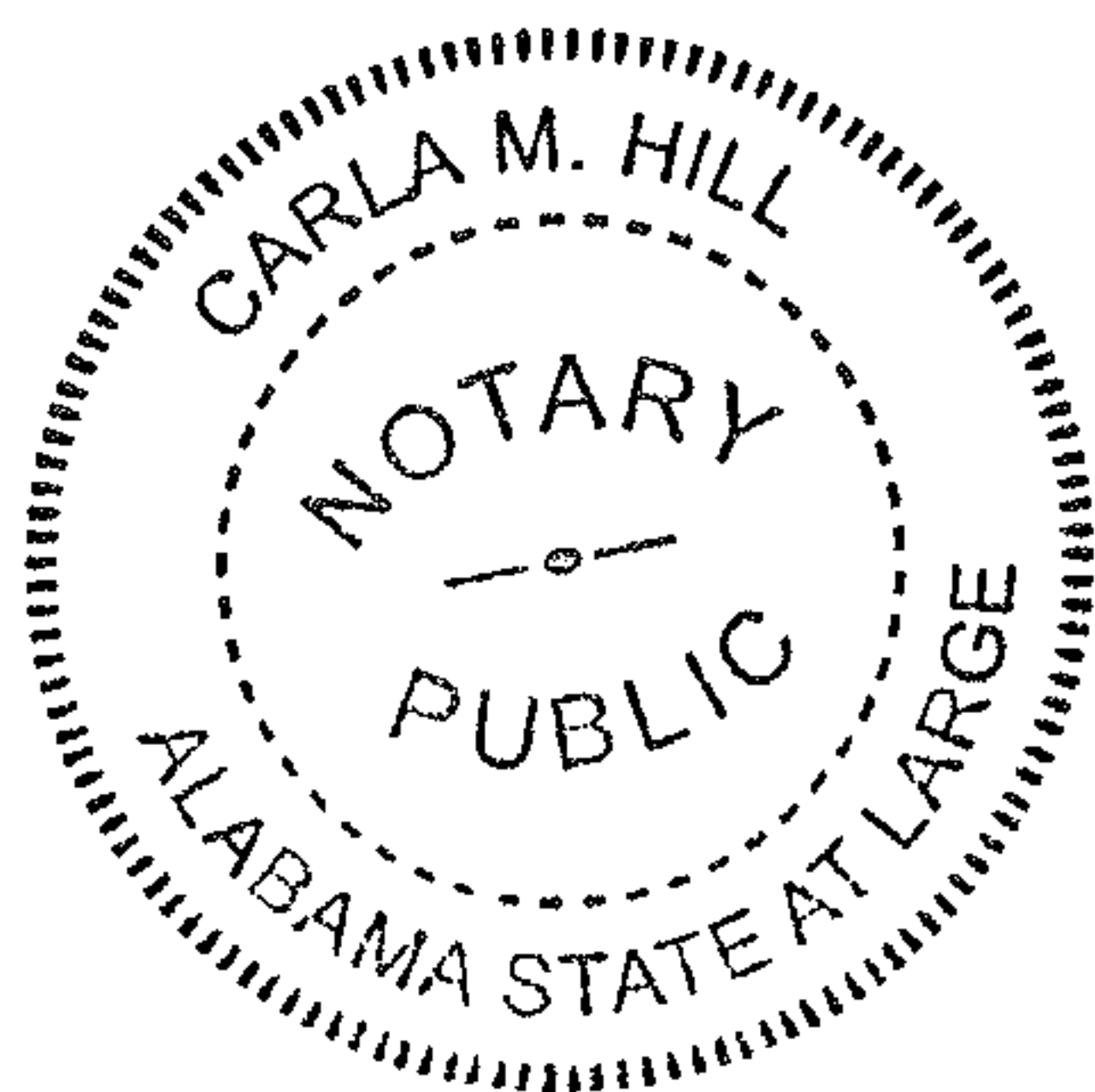
By: SB Holding Corp., an Alabama corporation
(Managing Member of Blackridge Partners, LLC)

By: 
Jacob Hall, Chief Financial Officer

STATE OF ALABAMA
COUNTY OF JEFFERSON

Before, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Jacob Hall with whom I am personally acquainted, or provide to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the Chief Financial Officer of SB Holding Corp., an Alabama corporation, as managing member of BLACKRIDGE PARTNERS II, LLC, an Alabama limited liability company, and that he as such officer, being authorized so to do, executed the foregoing instrument, and acknowledged that he executed same for the purposes therein contained by signing the name of said corporation by himself as such officer of said limited liability company.

Witness my hand and official seal this 9th day of July, 2025.




Notary Public
My Commission Expires: 3/23/27

TCVC RESIDENTIAL, LLC

an Alabama limited liability company

By: SB Holding Corp., an Alabama corporation

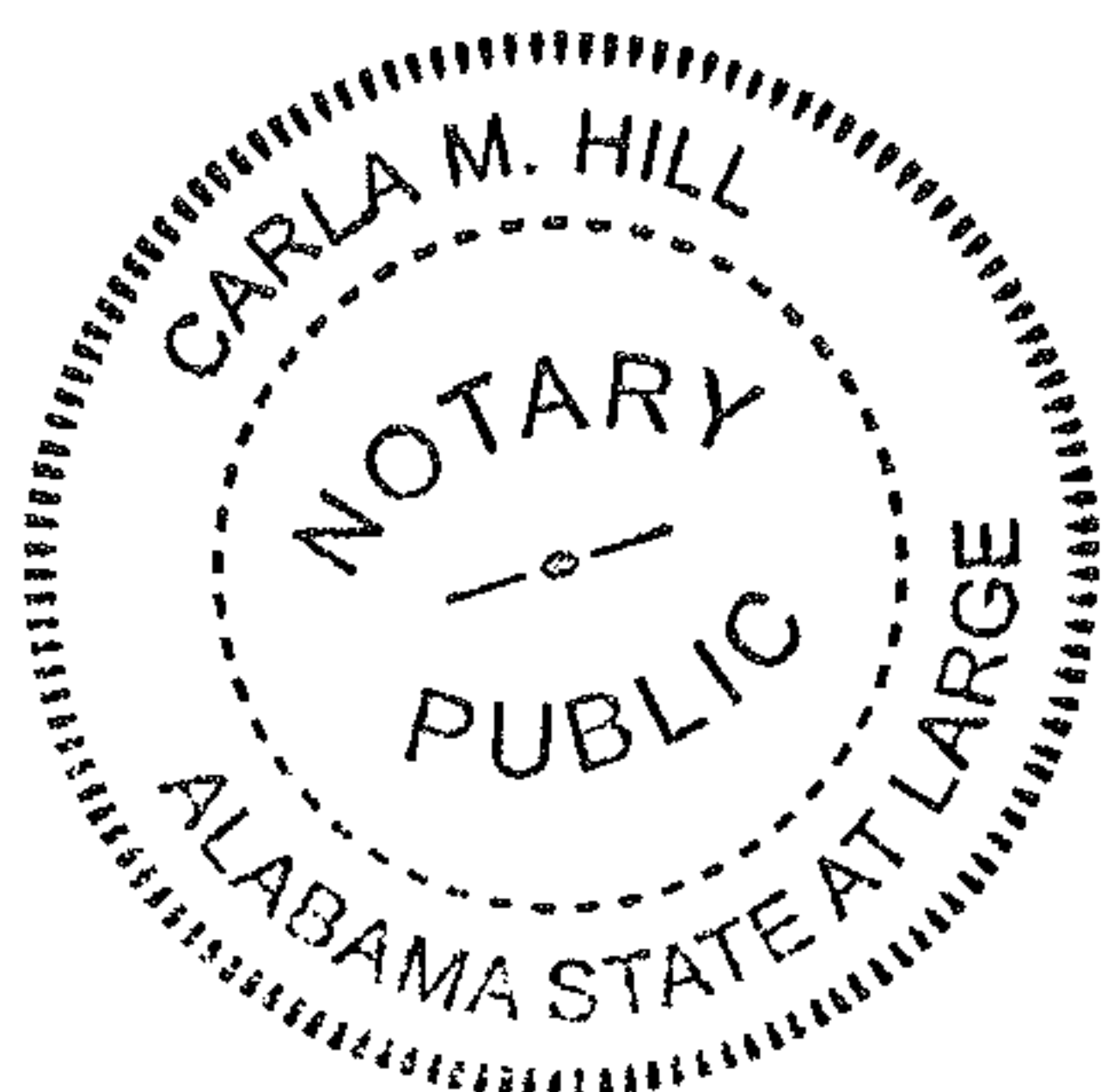
(Managing Member of TCVC Residential, LLC)

By: 
Jacob Hall, Chief Financial Officer

STATE OF ALABAMA
COUNTY OF JEFFERSON

Before, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Jacob Hall with whom I am personally acquainted, or provide to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the Chief Financial Officer of SB Holding Corp., an Alabama corporation, as managing member of TCVC RESIDENTIAL, LLC, an Alabama limited liability company, and that he as such officer, being authorized so to do, executed the foregoing instrument, and acknowledged that he executed same for the purposes therein contained by signing the name of said corporation by himself as such officer of said limited liability company.

Witness my hand and official seal this 9th day of July, 2025




Notary Public
My Commission Expires: 3/23/27

SIGNATURE 150, LLC

an Alabama limited liability company

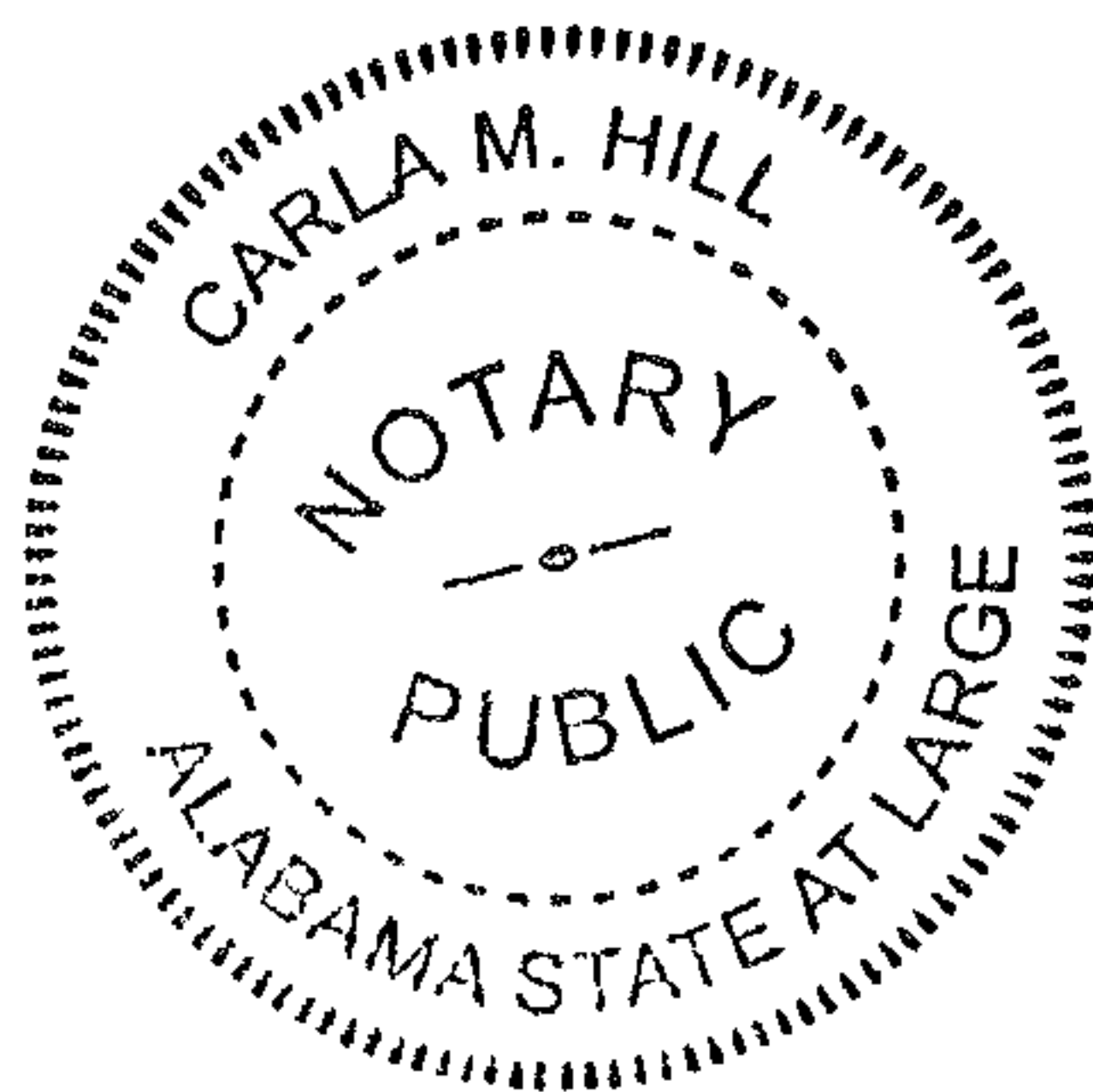
By: SB Holding Corp., an Alabama corporation
(Managing Member of Signature 150, LLC)

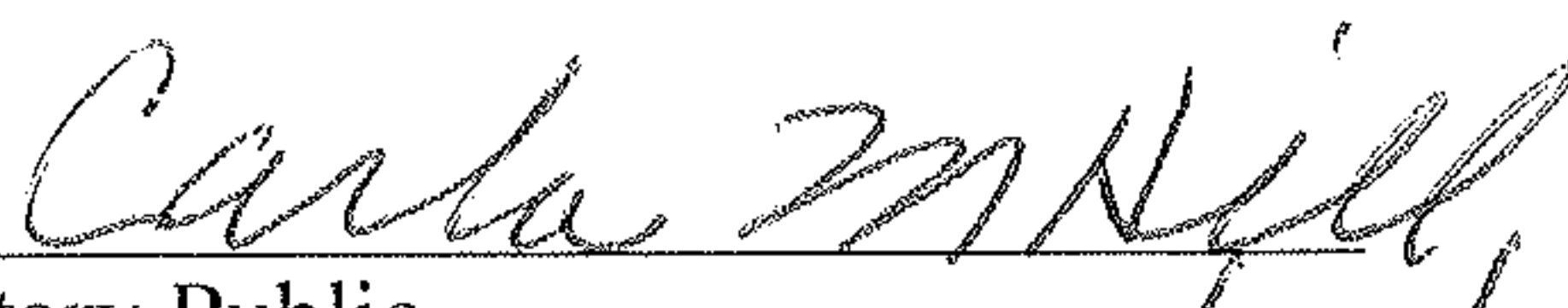
By: 
Jacob Hall, Chief Financial Officer

STATE OF ALABAMA
COUNTY OF JEFFERSON

Before, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Jacob Hall with whom I am personally acquainted, or provide to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the Chief Financial Officer of SB Holding Corp., an Alabama corporation, as managing member of SIGNATURE 150, LLC, an Alabama limited liability company, and that he as such officer, being authorized so to do, executed the foregoing instrument, and acknowledged that he executed same for the purposes therein contained by signing the name of said corporation by himself as such officer of said limited liability company.

Witness my hand and official seal this 9th day of July, 2025




Notary Public
My Commission Expires: 3/23/27

MORTGAGEE:

BANKPLUS,

A Mississippi banking corporation

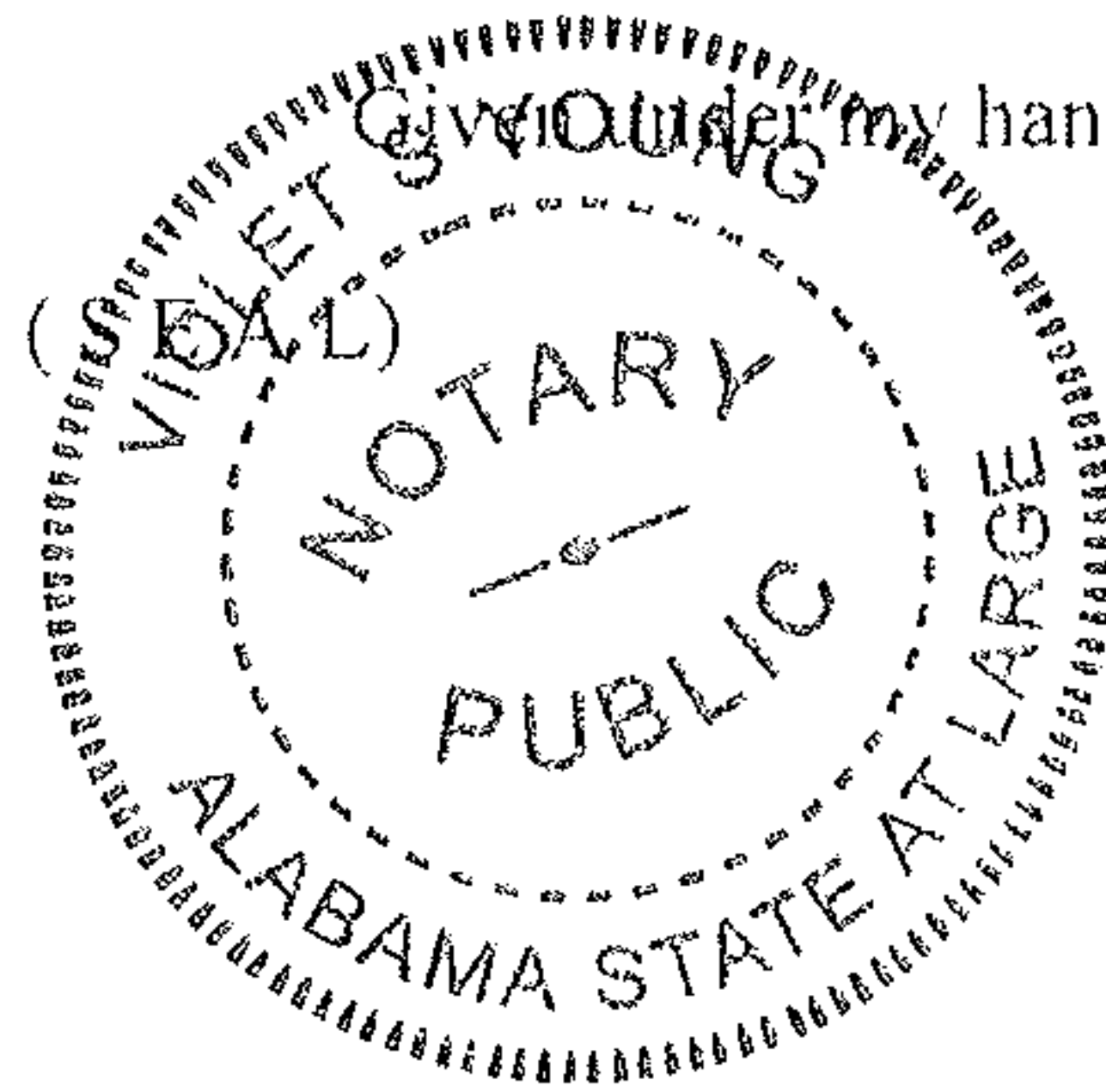
By: 

Name: Christopher Conken

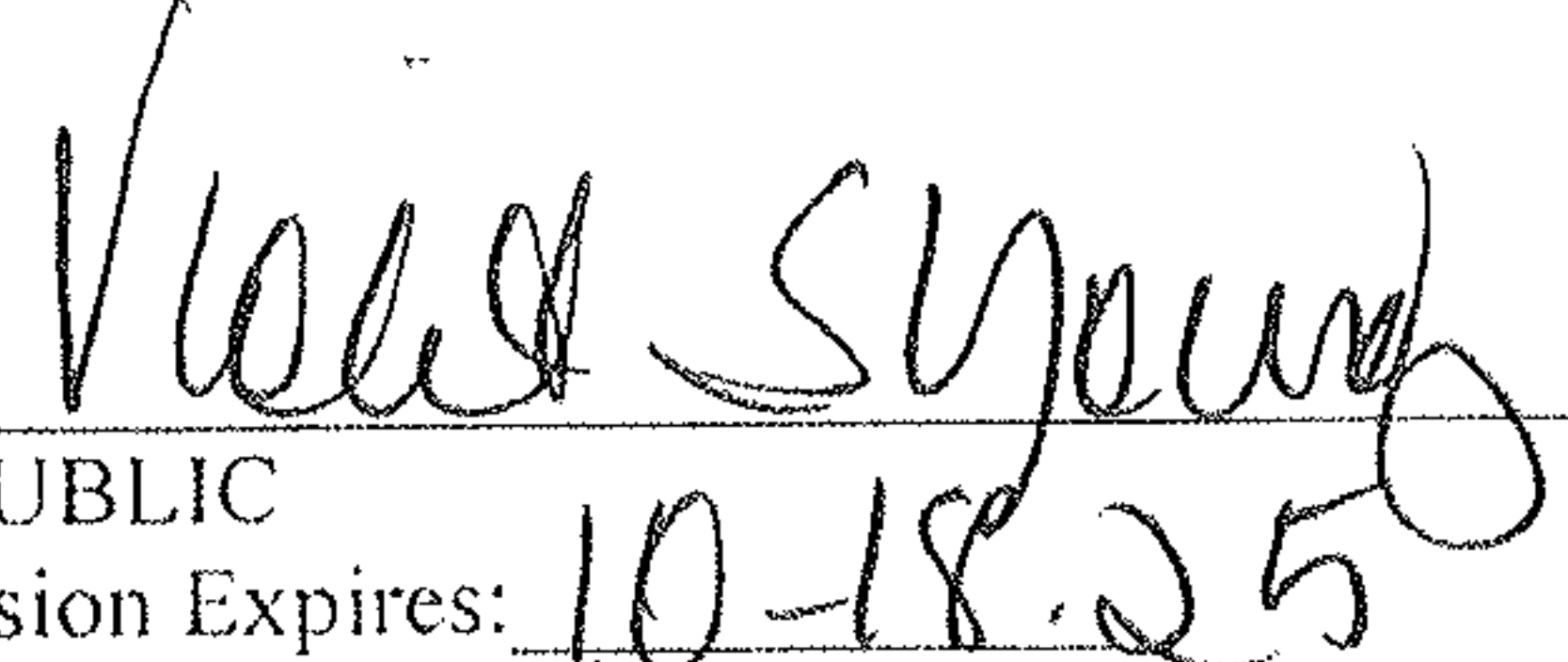
Its: Senior Vice President

STATE OF ALABAMA
COUNTY OF BALDWIN

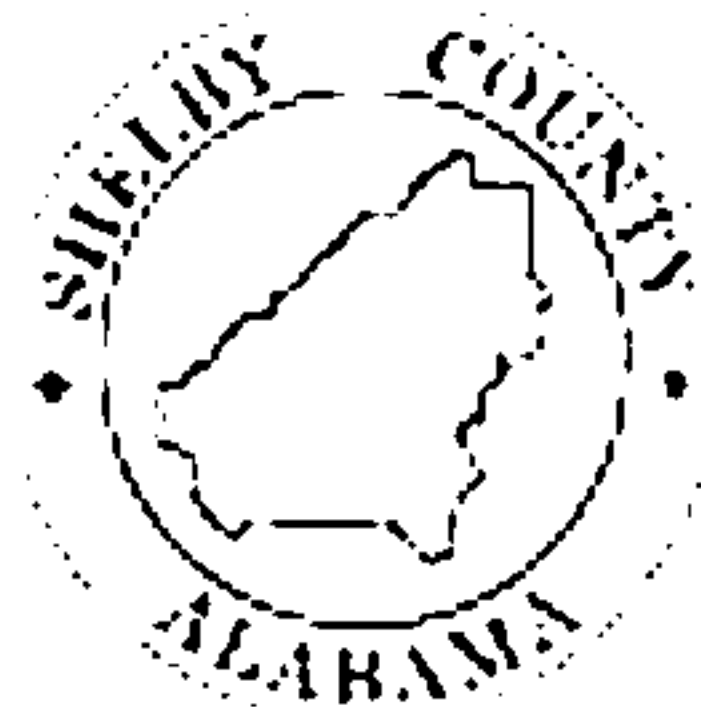
I, the undersigned authority, in and for said County in said State, hereby certify that Chris Conken, whose name as Senior Vice President of BankPlus, a Mississippi banking corporation, is signed to the foregoing document and who is ☒ personally known to me or () has produced _____ as identification, acknowledged before me on this day that, being informed of the contents of said document, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.



Given under my hand this the 10 day of July, 2025


NOTARY PUBLIC

My Commission Expires: 10-18-25



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
07/23/2025 08:22:40 AM
\$3793.00 KELSEY
20250723000222900

