

This Instrument Prepared By:

Charles J. Kelley, Jr., Esq.
Maynard, Cooper & Gale, P.C.
1901 Sixth Avenue North
1700 AmSouth/Harbert Plaza
Birmingham, Alabama 35203-2618

Above Space for Recorder's Use

TENANTS IN COMMON AGREEMENT

This Tenants in Common Agreement (“Agreement”) is made and effective as of the date of recordation hereof, by and among **CROSSROADS 2021, LLC**, an Alabama limited liability company and **JOHN DALE IV** (each sometimes referred to as a “Tenant in Common” or collectively as the “Tenants in Common”), with reference to the facts set forth below.

RECITALS

- A. The Tenants in Common own real property and improvements located in Shelby County, Alabama as more particularly described in Exhibit A attached hereto and incorporated herein (“Property”).
- B. Crossroads 2021, LLC is the owner of an undivided 67.21% interest in the Property.
- C. John Dale IV is the owner of an undivided 32.79% interest in the Property.
- D. The Tenants in Common desire to enter into this Agreement to provide for the orderly administration of the Property and to delegate authority and responsibility for the operation and management of the Property.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. Nature of Relationship Between Co-Tenants.

- 1.1 Tenants in Common Relationship; No Partnership. The Tenants in Common shall each hold their respective undivided tenancy in common interests in the Property (the “Interests”) as tenants-in-common. The Tenants in Common do not intend by this Agreement to create a partnership or joint venture among themselves, but merely to set forth the terms and conditions upon which each of them shall hold their respective Interests. No Tenant in Common is authorized to act as an agent for the other Tenant in Common, to act on behalf of the other Tenant in Common, to do any act which would be binding upon the other Tenant in Common, nor to incur any expenditures with respect to the Property, except as specifically provided herein. Each Tenant in Common is jointly and severally obligated under this

Agreement to pay all expenses of the Property. In addition, the Tenants in Common do not intend to create a partnership or joint venture with the Property Manager (as defined below). Therefore, each Tenant in Common hereby elects to be excluded from the provisions of Subchapter K of Chapter 1 of the Internal Revenue Code of 1986, as amended (the "Code"), with respect to the tenancy in common ownership of the Property. The exclusion elected by the Tenants in Common hereunder shall commence with the execution of this Agreement.

1.2 Reporting as Direct Owners and Not a Partnership. Each Tenant in Common hereby covenants and agrees to report on its federal and state income tax returns all items of income, deduction and credits which result from its Interests. All such reporting shall be consistent with the exclusion of the Tenants in Common from Subchapter K of Chapter 1 of the Code, commencing with the first taxable year following the execution of this Agreement. Further, each Tenant in Common covenants and agrees not to notify the Commissioner of Internal Revenue that he desires that Subchapter K of Chapter 1 of the Code apply to the Tenants in Common.

1.3 Indemnity. Each Tenant in Common hereby agrees to indemnify, protect, defend and hold the other Tenants in Common free and harmless from all costs, liabilities, tax consequences and expenses (for example, taxes, interest and penalties), including, without limitation, attorneys' fees and costs, which may result from any Tenant in Common so notifying the Commissioner in violation of this Agreement or otherwise taking a contrary position on any tax return, report or other document.

1.4 No Agency. No Tenant in Common is authorized to act as agent for, to act on behalf of, or to do any act that will bind, any other Tenant in Common, or to incur any obligations with respect to the Property.

2. Management.

2.1 Each Tenant in Common shall manage all facets of the business and affairs of such Tenant in Common's Interest. Any sale of the entire Property, any lease or re-release of all or any portion of the Property, any negotiation, re-negotiation and approval of any indebtedness secured by any mortgage or deed of trust recorded against the entire Property, and the hiring of any property manager for the Property and the negotiation, re-negotiation, and approval of any management contract or agreement with any such property manager (and any extension or renewal of any such contract or agreement), shall require the unanimous approval of all Tenants in Common.

2.2 From time-to-time, the Tenants in Common will appoint a person to manage the Property (the "Property Manager"). While the Loan (as hereinafter defined) is outstanding, the appointment of the Property Manager shall be subject to Lender (as hereinafter defined) approval. The Property Manager shall be responsible for managing the day-to-day operations of the Property. The duties of the Property Manager shall include, without limitation, paying all expenses of the Tenants in Common with respect to the Property, collecting, receiving and investing (on an interim basis) any cash proceeds received on account of the Property, maintaining the bank account and books and records of the Property, providing the notices to the Tenants in Common required by Sections 4.2 and 5.1 of the Agreement, disbursing available

cash in accordance with Sections 3 and 5.2 of the Agreement and carrying out such other functions as are reasonably requested from time to time by the Tenants in Common. Property Manager shall be entitled to delegate the performance of some or all of its duties to a management company pursuant to a separate management agreement so long as the terms of such separate management agreement are approved by all Tenants in Common.

3. Income and Liabilities. Except as otherwise provided herein, each of the Tenants in Common shall be entitled to all benefits and obligations of ownership of the Property. Accordingly, each of the Tenants in Common shall (a) be entitled to all benefits of ownership of the Property, on a gross and not a net basis, including, without limitation, all items of income and proceeds from sale or refinance or condemnation, in proportion to their respective Interests, and (b) bear, and shall be liable for, payment of all expenses of ownership of the Property, on a gross and not a net basis, including by way of illustration, but not limitation, all operating expenses and expenses of sale or refinancing or condemnation, in proportion to their respective Interests, except for such amounts as may be reasonably determined by the Property Manager to be retained for reserves or improvements.

4. Co-Tenant's Obligations. The Tenants in Common each agree to perform such acts as may be reasonably necessary to carry out the terms and conditions of this Agreement, including, without limitation:

4.1 Documents. Executing documents required in connection with a sale or refinancing of the Property in accordance with Section 5 below and such additional documents as may be required under this Agreement or may be reasonably required to effect the intent of the Tenants in Common with respect to the Property or any loans encumbering the Property.

4.2 Additional Funds. Each Tenant in Common will be responsible for a pro rata share (based on each Tenant in Common's respective Interest) of any future cash needed in connection with the ownership, operation and maintenance of the Property as determined by the Property Manager. To the extent any Tenant in Common fails to pay any funds pursuant to this Section within fifteen (15) days after the Property Manager delivers notice that such additional funds are required, any other Tenant(s) in Common may pay such amount. The nonpaying Tenant in Common shall reimburse the paying Tenant(s) in Common upon demand the amount of any such payments plus interest thereon at the rate of twelve percent (12%) per annum (but not more than the maximum rate allowed by law) until paid. Alternatively, the Property Manager is hereby authorized to pay the Tenant(s) in Common entitled to reimbursement the sums advanced (with interest thereon as provided above) out of future cash from operations or from sale or refinancing of the Property. The remedies against a nonpaying Tenant in Common provided for herein are in addition to any other remedies that may otherwise be available, including by way of illustration, but not limitation, the right to obtain a lien against the Interests of the nonpaying Tenant in Common to the extent allowed by law.

5. Sale or Encumbrance of Property.

5.1 Sale. Any loan encumbering the Property and any sale of the Property shall be subject to unanimous approval by the Tenants in Common, which approval shall be communicated to the Property Manager by written response to a written request by the Property

Manager for approval. Any such written request of the Property Manager (or summary thereof) shall be accompanied by a copy of a bona fide offer (or summary thereof) to purchase or a loan commitment letter setting forth all the material terms of the loan transaction. The Loan (as defined in Section 10.15 herein) has the unanimous consent of all Tenants in Common.

5.2 Distribution of Loan or Sales Proceeds. Notwithstanding any other provisions of this Agreement, each Tenant in Common's share of the proceeds of a loan or sale shall be applied at the closing of the loan or the sale as set forth below.

5.2.1 To the extent necessary, the proceeds shall first be used to pay in full its share of any loans encumbering title to the Property.

5.2.2 To the extent necessary, the proceeds shall next be used to pay in full any unsecured loan made to such Tenant in Common with respect to the Property.

5.2.3 The proceeds shall next be used to pay its share of all outstanding costs and expenses incurred in connection with the holding, marketing and sale of the Property.

5.2.4 The proceeds shall next be used to pay all outstanding fees and costs as set forth in any management agreement entered into with respect to the Property.

5.2.5 Any proceeds remaining shall be paid to such Tenant in Common.

6. Transfer or Encumbrance. Except as specifically provided in this Agreement and subject to compliance with applicable securities laws and the terms of the Loan secured by the Property, each Tenant in Common may sell, transfer, convey, pledge, encumber or hypothecate the Interests or any part thereof, provided that any transferee shall take such Interests subject to this Agreement.

7. Right of Partition. The Tenants in Common each hereby waive its right to file a complaint or institute any proceeding at law or in equity to have the Property partitioned in accordance with and to the extent provided by applicable law. Furthermore, each Tenant in Common waives its right to object or defend any action of partition brought by Lender.

8. Bankruptcy. The Tenants in Common agree that the following shall constitute an Event of Bankruptcy with respect to any Tenant in Common (and in any of its successors-in-interests): if a receiver, liquidator or trustee is appointed for any Tenants in Common, if any Tenant in Common becomes insolvent, makes an assignment for the benefit of creditors or admits in writing its inability to pay its debts generally as they become due, if any petition for bankruptcy, reorganization, liquidation or arrangement pursuant to federal bankruptcy law, or similar federal or state law shall be filed by or against, consented to, or acquiesced in by, any Tenant in Common; provided, however, if such appointment, adjudication, petition or proceeding was involuntary and not consented to by such Tenant in Common then, upon the same not being discharged, stayed or dismissed within thirty (30) days thereof. To avoid the inequity of a forced sale and the potential adverse effect on the investment of the other Tenants in Common, the Tenants in Common agree that, as a condition precedent to entering into this Agreement, the Tenant in Common causing such Event of Bankruptcy shall follow the buy-sell procedure as set forth in Section 9.

9. Buy-Sell Procedure. Upon the occurrence of an Event of Bankruptcy in accordance with Section 8, the Tenant in Common that is the subject of the Event of Bankruptcy (hereinafter, "Seller") shall first make a written offer ("Offer") to sell its undivided interest to the other Tenants in Common at a price equal to the Fair Market Value (as defined below) of Seller's undivided interest. The other Tenants in Common shall be entitled to purchase a portion of the Seller's interest in proportion to their undivided interest in the Property. In the event any Tenant in Common elects not to purchase its share of the Seller's interest, the other Tenants in Common shall be entitled to purchase additional interests based on their undivided interest in the Property. "Fair Market Value" shall mean the fair market value of Seller's undivided interest in the Property on the date the Offer is made as determined in accordance with the procedures set forth below. The other Tenants in Common shall have twenty (20) days after delivery of the Offer to accept the Offer. If any or all of the other Tenants in Common ("Purchaser") accept the Offer, Seller and Purchaser shall commence negotiation of the Fair Market Value within fifteen (15) days after the Offer is accepted. If the parties do not agree, after good faith negotiations, within ten (10) days, then each party shall submit to the other a proposal containing the Fair Market Value the submitting party believes to be correct ("Proposal"). If either party fails to timely submit a Proposal, the other party's submitted proposal shall determine the Fair Market Value. If both parties timely submit Proposals, then the Fair Market Value shall be determined by final and binding arbitration in accordance with the procedures set forth below. The parties shall meet within seven (7) days after delivery of the last Proposal and make a good faith attempt to mutually appoint a certified MAI real estate appraiser who shall have been active full-time over the previous five (5) years in the appraisal of comparable properties located in the County or City in which the Property is located to act as the arbitrator. If the parties are unable to agree upon a single arbitrator, then the parties each shall, within five (5) days after the meeting, each select an arbitrator that meets the foregoing qualifications. The two (2) arbitrators so appointed shall, within fifteen (15) days after their appointment, appoint a third arbitrator meeting the foregoing qualifications. The determination of the arbitrator(s) shall be limited solely to the issue of whether Seller's or Purchaser's Proposal most closely approximates the fair market value. The decision of the single arbitrator or of the arbitrator(s) shall be made within thirty (30) days after the appointment of a single arbitrator or the third arbitrator, as applicable. The arbitrator(s) shall have no authority to create an independent structure of fair market value or prescribe or change any or several of the components or the structure thereof; the sole decision to be made shall be which of the parties' Proposals most closely corresponds to the fair market value of the Property. The decision of the single arbitrator or majority of the three (3) arbitrators shall be binding upon the parties. If either party fails to appoint an arbitrator within the time period specified above, the arbitrator appointed by one of them shall reach a decision which shall be binding upon the parties. The cost of the arbitrators shall be paid equally by Seller and Purchaser. The decision of the arbitrator(s) may be submitted to any court of competent jurisdiction by the party designated in the decision. Such party shall submit to the superior court a form of judgment incorporating the decision of the arbitrator(s), and such judgment, when signed by a judge of the superior court, shall become final for all purposes and shall be entered by the clerk of the court on the judgment roll of the court. If one party refuses to arbitrate an arbitrable dispute and the party demanding arbitration obtains a court order directing the other party to arbitrate, the party demanding arbitration shall be entitled to all of its reasonable attorneys' fees and costs in obtaining such order, regardless of which party ultimately prevails in the matter. BY EXECUTING THIS AGREEMENT YOU ARE AGREEING TO HAVE ANY

DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE ARBITRATION OF DISPUTES PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY ALABAMA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY EXECUTING THIS AGREEMENT YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

10. General Provisions.

10.1 Mutuality; Reciprocity; Runs With the Land. Except as otherwise provided herein all provisions, conditions, covenants, restrictions, obligations and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every part of the Property; shall be binding upon and shall inure to the benefit of each of the Tenants in Common and their respective heirs, executors, administrators, successors, assigns, devisees, representatives, lessees and all other persons acquiring any undivided interest in the Property or any portion thereof whether by operation of law or any manner whatsoever (collectively, "Successors"); shall create mutual, equitable servitudes and burdens upon the undivided interest in the Property of each Tenant in Common in favor of the interest of every other Tenant in Common; shall create reciprocal rights and obligations between the respective Tenants in Common, their interests in the Property, and their Successors; and shall, as to each of the Tenants in Common and their Successors operate as covenants running with the land, for the benefit of the other Tenants in Common pursuant to applicable law. Every person or entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every restriction, provision, covenant, right and limitation contained herein, whether or not such person or entity expressly assumes such obligations or whether or not any reference to this Agreement is contained in the instrument conveying such interest in the Property to such person or entity. The Tenants in Common agree that, subject to the restrictions on transfer contained herein, any Successor shall become a party to this Agreement upon acquisition of an undivided interest in the Property as if such person was a Tenant in Common initially executing this Agreement.

10.2 Reserved.

10.3 Attorneys' Fees. If any action or proceeding is instituted between all or any of the Tenants in Common arising from or related to or with this Agreement, the Tenant in Common or Tenants in Common prevailing in such action or arbitration shall be entitled to recover from the other Tenant in Common or Tenants in Common all of its or their costs of action or arbitration, including, without limitation, reasonable attorneys' fees and costs as fixed by the court or arbitrator therein.

10.4 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein.

10.5 Governing Law. This Agreement shall be governed by and construed under the internal laws of the State of Alabama without regard to choice of law rules.

10.6 Modification. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

10.7 Notice and Payments. Any notice to be given or other document or payment to be delivered by any party to any other party hereunder may be delivered in person, or may be deposited in the United States mail, duly certified or registered, return receipt requested, with postage prepaid, or by Federal Express or other similar overnight delivery service, and addressed to the Tenants in Common at the following addresses:

Borrower

Crossroads 2021, LLC

By hand or mail: 1919 Oxmoor Rd.
#256
Birmingham, AL 35209

John Dale IV

By hand or mail: 549 Duncan Ave.
Natchez, MS 39120

Lender

People's Bank of Alabama

By hand or mail: 417 20th St. N.
Birmingham, Alabama 35203
Attn: Mr. Brian Bertella

Any party hereto may from time to time, by written notice to the others, designate a different address which shall be substituted for the one above specified. Unless otherwise specifically provided for herein, all notices, payments, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given and received (i) upon personal delivery, or (ii) as of the third business day after mailing by United States registered or certified mail, return receipt requested, postage prepaid, addressed as set forth above, or (iii) the immediately succeeding business day after deposit with Federal Express or other similar overnight delivery system.

10.8 Successors and Assigns. All provisions of this Agreement shall inure to the benefit of and shall be binding upon the successors-in-interest, assigns, and legal representatives of the parties hereto.

10.9 Term. This Agreement shall commence as of the date of recordation and shall terminate at such time as the Tenants in Common or their successors-in-interest or assigns no longer own the Property as tenants-in-common.

10.10 Waivers. No act of any Tenant in Common shall be construed to be a waiver of any provision of this Agreement, unless such waiver is in writing and signed by the Tenant in Common affected. Any Tenant in Common hereto may specifically waive any breach of this Agreement by any other Tenant in Common, but no such waiver shall constitute a continuing waiver of similar or other breaches.

10.11 Counterparts. This Agreement may be executed in counterparts, each of which, when taken together, shall be deemed one fully executed original.

10.12 Severability. If any portion of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in full force and effect to the fullest extent permissible by law.

10.13 Securities Laws. THE UNDIVIDED INTERESTS IN THE PROPERTY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, NOR APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, OR BY THE SECURITIES REGULATORY AUTHORITY OF ANY STATE, NOR HAS ANY COMMISSION OR AUTHORITY PASSED UPON OR ENDORSED THE MERITS OF THE OFFERING OR THE ACCURACY OR ADEQUACY OF ANY DISCLOSURE MADE IN CONNECTION THEREWITH. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THE UNDIVIDED INTERESTS IN THE PROPERTY MAY NOT BE ABLE TO BE RESOLD WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933 AND APPLICABLE STATE SECURITIES LAWS OR EXEMPTION THEREFROM.

10.14 Time is of the Essence. Time is of the essence of each and every provision of this Agreement.

10.15 Lender Provisions.

10.15.1 Notification. The Tenants in Common acknowledge that People's Bank of Alabama ("Lender"), and its successors and assigns, has required as a condition of making a loan in the principal amount of \$5,407,500.00 (the "Loan") to the Tenants in Common that the Lender shall only have to communicate with one Tenant in Common (the "Lender Contact") with respect to all matters relating to the Loan. The Tenants in Common designate Veritas Ventures, LLC as the Lender Contact and hereby authorize Lender to speak with Lender Contact regarding the Loan. Any notices given by Lender to Lender Contact pursuant to any document evidencing, securing or relating to the Loan shall be deemed to have been given to each of the Tenants in Common and any notice received by Lender from the Lender Contact under any document evidencing, securing or relating to the Loan may be treated by Lender as having been sent by all Tenants in Common. The designation of Veritas Ventures,

LLC as the Lender Contact shall not amend or otherwise serve to alleviate the rights of any Tenant in Common under this Agreement.

10.15.2 Cross-Rights, etc. As long as the Loan is outstanding, the Tenants in Common agree that they will not take any action against each other for cross-rights, remedies or indemnities contained in this Agreement without the written consent of Lender, including, without limitation, the filing of any lien against the Property. Any action taken by any party to this Agreement in violation of this Section shall be an event of default under the loan documents entered into by the Tenants in Common in connection with the Loan.


10.15.3 Amendment to Agreement. This Agreement cannot be amended for the duration of the Loan without Lender's prior written consent.

10.15.4 Restrictions. The Tenants in Common agree that while this Agreement remains in effect, no Tenant in Common shall: (i) sell or transfer its interest in the Property without Lender's prior written consent; or (ii) mortgage, pledge, convey by deed of trust, subject the Property to a lien, or otherwise encumber its interest in the Property without the prior written consent of Lender.

10.15.5 Subordination. The Tenants in Common hereby subordinate this Agreement and all terms and conditions contained herein and all rights, options, claims, liens and charges created hereby to the Loan and the mortgage securing the Loan, and to all present or future advances under the Loan and to all renewals, extensions, amendments, modifications and/or supplements of the Loan, to the full extent of all amounts advanced or owed under the Loan from time to time. No Tenant in Common shall have any right of recourse against Lender by reason of any action or omission of Lender under the provisions of this Agreement.

[Signatures on following pages]

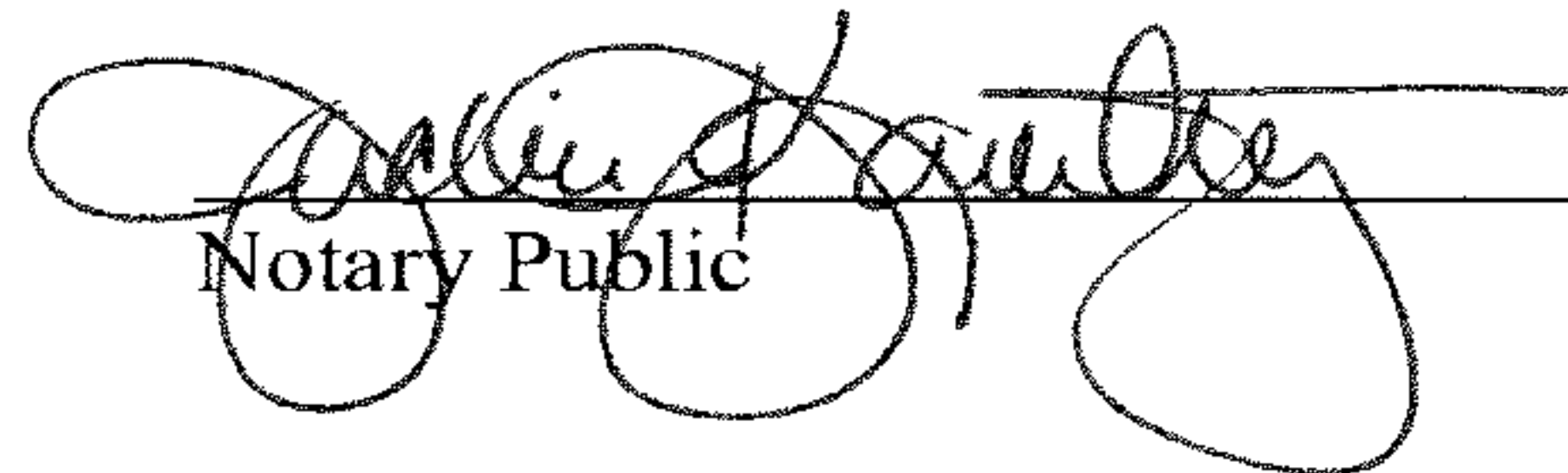
JOHN DALE, IV


By: Richard A. Campbell, III, as agent

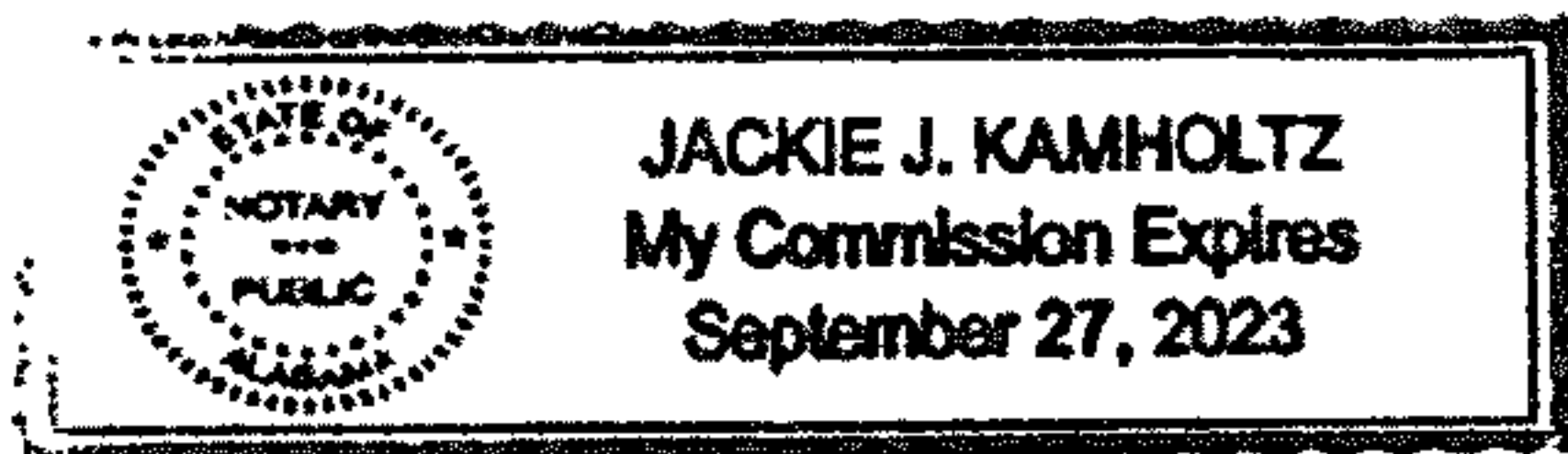
STATE OF Alabama)
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that Richard A. Campbell, III, whose name is signed to the foregoing instrument as agent of John Dale, IV, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 19 day of August, 2021.


Notary Public

AFFIX SEAL




My commission expires: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

TENANTS IN COMMON:

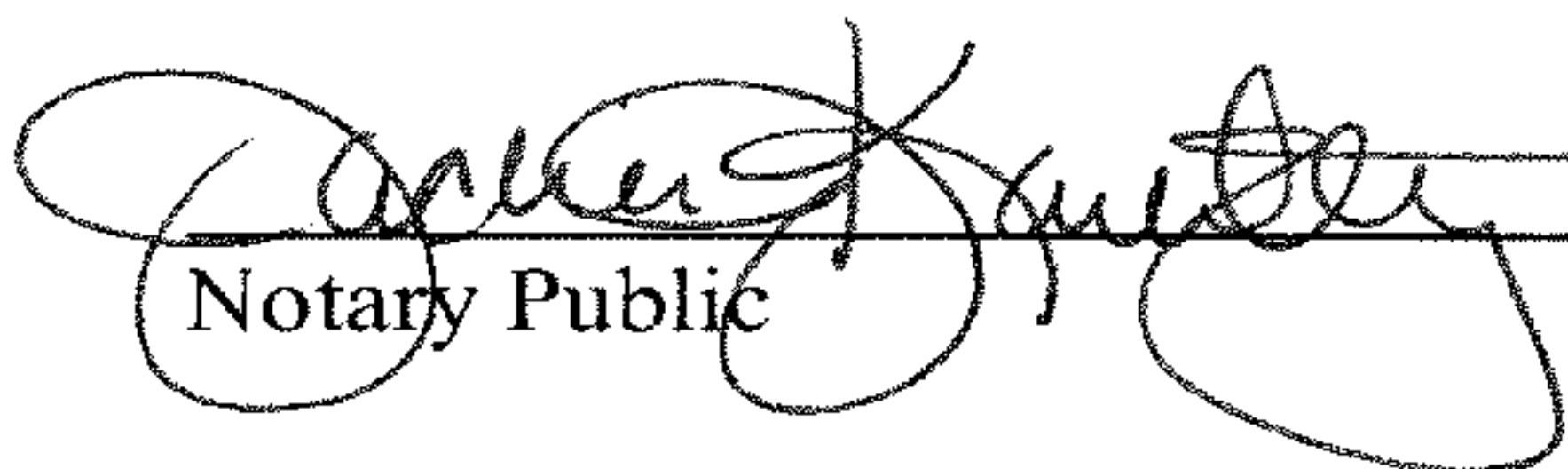
CROSSROADS 2021, LLC

By: 
Richard A. Campbell III
Its Manager

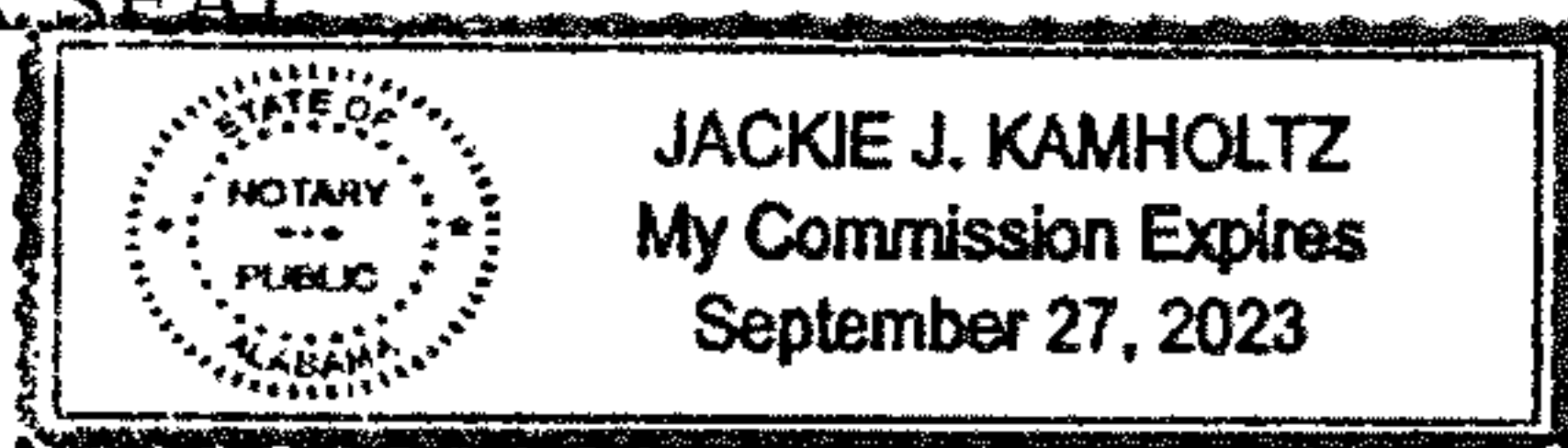
STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that Richard A. Campbell III, whose name as Manager of CROSSROADS 2021, LLC, an Alabama 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 said instrument, he, as such manager 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 19 day of August, 2021.


Notary Public

AFFIX SEAL



My commission expires: _____

EXHIBIT A

Legal Description of Property

Parcel I

Lot 1A, according to a Resurvey of Lots 1 and 2, The Crossroad of Greystone, as recorded in Map Book 29, Page 53, in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.

Parcel II

Together with the benefits of those certain covenants, conditions and restrictions for the benefit of Parcel I, to the extent that they represent an interest in Real Property, as created by those documents recorded in Real Volume 314, Page 506, as amended in Instrument Number 1996-00531, Instrument Number 1996-00532, Instrument Number 2000-38942, as affected by that certain Assignment of Developer Rights recorded in Instrument Number 2001-35832, as further assigned and assumed by Ebsco Industries, Inc., by Assignment and Assumption of Developer Rights recorded in Instrument Number 20160512000163130, in the aforesaid Probate Office.

Parcel III

Together with the benefits of that certain Declaration of Covenants, Restrictions and Easements for the benefit of Parcel I, to the extent that they represent an interest in Real Property, as created by that certain Declaration recorded in Instrument Number 2003082700056950, in the aforesaid Probate Office.

Parcel IV

Together with the benefits of those certain non-exclusive easements for the benefit of Parcel I as created by those certain Reciprocal Easement Agreements recorded in Instrument Number 1999-43304 and Instrument Number 1999-33954, for the purpose on ingress and egress, as affected by Instrument Number 1999-07730 and Instrument Number 2001-7233, over under and across the property described therein.

STATE OF MISSISSIPPI)

ADAMS COUNTY)

**LIMITED DURABLE POWER OF ATTORNEY FOR
PURCHASE, SALE, MANAGEMENT AND OPERATION OF REAL PROPERTY**

KNOW ALL MEN BY THESE PRESENTS, that I, **JOHN DALE, IV**, as principal (“Principal”), a resident of Mississippi and Adams County, have made, constituted and appointed and by these presents do make, constitute and appoint **RICHARD A. CAMPBELL, III** as my true and lawful agent or attorney in fact (“Agent”), to do and perform each and every act, deed, matter and thing whatsoever in and about my estate, property and affairs as fully and effectually to all intents and purposes as I might, or could, do in my own proper person, if personally present, in connection with the purchase, sale, management and operation of real property located at 5406 Hwy 280 S, Hoover, Alabama 35242, and described as follows:

Parcel I

Lot 1A, according to a Resurvey of Lots 1 and 2, The Crossroad of Greystone, as recorded in Map Book 29, Page 53, in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.

Parcel II

Together with the benefits of those certain covenants, conditions and restrictions for the benefit of Parcel I, to the extent that they represent an interest in Real Property, as created by those documents recorded in Real Volume 314, Page 506, as amended in Instrument Number 1996-00531, Instrument Number 1996-00532, Instrument Number 2000-38942, as affected by that certain Assignment of Developer Rights recorded in Instrument Number 2001-35832, as further assigned and assumed by Ebsco Industries, Inc., by Assignment and Assumption of Developer Rights recorded in Instrument Number 20160512000163130, in the aforesaid Probate Office.

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Parcel IV

Together with the benefits of those certain non-exclusive easements for the benefit of Parcel I as created by those certain Reciprocal Easement Agreements recorded in Instrument Number 1999-43304 and Instrument Number 1999-33954, for the purpose on ingress and egress, as affected by Instrument Number 1999-07730 and Instrument Number 2001-7233, over under and across the property described therein.

including, without limitation, (i) execution of a listing agreement or contract, a sales or purchase agreement or contract, one or more deeds, closing and settlement documents and any and all other documents necessary or desirable in connection with the listing or negotiations for sale and/or the consummation or closing of the purchase and sale of said property and/or the minerals and mineral rights thereon; and (ii) execution of lease agreements, property management agreements, service agreements or contracts and any and all other agreements, contracts and documents necessary or desirable in connection with the management and operation of said property and/or the minerals and mineral rights thereon. I grant to Agent full power and authority to do everything necessary in exercising any of the powers herein granted as fully as I might or could do if personally present, hereby ratifying and confirming all that Agent shall lawfully do or cause to be done by virtue of this power of attorney and the powers herein granted.

All conveyances, papers, instruments, documents or writings executed in my name and on my behalf by Agent shall be in such form and contain such provisions as shall be satisfactory to Agent.

The execution and delivery by Agent of any conveyance, paper, instrument or document in my name or on my behalf shall be conclusive evidence of Agent's approval of the consideration therefore, and of the form and content thereof, and that Agent deems the execution thereof on my behalf necessary or desirable.

Any person, firm or corporation dealing with Agent under the authority of this instrument is authorized to deliver to Agent all considerations of every kind or character with respect to any transaction so entered into by Agent and Agent shall be under no duty or obligation to see to or examine the disposition thereof.


Third parties may rely upon the representation of Agent as to all matters relating to any power granted to Agent, and no person who may act in reliance upon the representation of Agent or the authority granted to Agent shall incur any liability to me or my estate as a result of permitting Agent to exercise any power. Agent shall be entitled to reimbursement for all reasonable costs and expenses incurred and paid by Agent on my behalf pursuant to any provision of this Limited Durable Power of Attorney, but Agent shall not be entitled to compensation for services rendered hereunder.

Notwithstanding any provision herein to the contrary, Agent shall not satisfy any legal obligation of Agent out of any property subject to this Power of Attorney, nor may Agent exercise this power in favor of Agent, Agent's estate, Agent's creditors or the creditors of Agent's estate.

This Limited Durable Power of Attorney shall not be affected by disability, incompetency or incapacity of Principal.

Principal may revoke this Limited Durable Power of Attorney at any time by written instrument delivered to Agent. Any properly appointed guardian of Principal may revoke this instrument by written instrument delivered to Agent.

IN WITNESS WHEREOF, I have executed this Limited Durable Power of Attorney on
this 16th day of August, 2021.


JOHN DALE, IV


STATE OF MISSISSIPPI)

ADAMS COUNTY)

I, a Notary Public in and for said State and County, hereby certify that JOHN DALE, IV,
whose name is signed to the foregoing Limited Durable Power of Attorney, and who is known to
me, acknowledged before me on this date that, being informed of the contents of this Limited
Durable Power of Attorney, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 16th day of August, 2021.




Notary Public
My commission expires: 4/13/22

STATE OF MISSISSIPPI)

ADAMS COUNTY)

**LIMITED DURABLE POWER OF ATTORNEY FOR
PURCHASE, SALE, MANAGEMENT AND OPERATION OF REAL PROPERTY**

KNOW ALL MEN BY THESE PRESENTS, that I, **JOHN DALE, IV**, as principal (“Principal”), a resident of Mississippi and Adams County, have made, constituted and appointed and by these presents do make, constitute and appoint **RICHARD A. CAMPBELL, III** as my true and lawful agent or attorney in fact (“Agent”), to do and perform each and every act, deed, matter and thing whatsoever in and about my estate, property and affairs as fully and effectually to all intents and purposes as I might, or could, do in my own proper person, if personally present, in connection with the purchase, sale, management and operation of real property located at 5406 Hwy 280 S, Hoover, Alabama 35242, and described as follows:

Parcel I

Lot 1A, according to a Resurvey of Lots 1 and 2, The Crossroad of Greystone, as recorded in Map Book 29, Page 53, in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.

Parcel II

Together with the benefits of those certain covenants, conditions and restrictions for the benefit of Parcel I, to the extent that they represent an interest in Real Property, as created by those documents recorded in Real Volume 314, Page 506, as amended in Instrument Number 1996-00531, Instrument Number 1996-00532, Instrument Number 2000-38942, as affected by that certain Assignment of Developer Rights recorded in Instrument Number 2001-35832, as further assigned and assumed by Ebsco Industries, Inc., by Assignment and Assumption of Developer Rights recorded in Instrument Number 20160512000163130, in the aforesaid Probate Office.

Parcel III

Together with the benefits of that certain Declaration of Covenants, Restrictions and Easements for the benefit of Parcel I, to the extent that they represent an interest in Real Property, as created by that certain Declaration recorded in Instrument Number 2003082700056950, in the aforesaid Probate Office.

Parcel IV

Together with the benefits of those certain non-exclusive easements for the benefit of Parcel I as created by those certain Reciprocal Easement Agreements recorded in Instrument Number 1999-43304 and Instrument Number 1999-33954, for the purpose on ingress and egress, as affected by Instrument Number 1999-07730 and Instrument Number 2001-7233, over under and across the property described therein.

including, without limitation, (i) execution of a listing agreement or contract, a sales or purchase agreement or contract, one or more deeds, closing and settlement documents and any and all other documents necessary or desirable in connection with the listing or negotiations for sale and/or the consummation or closing of the purchase and sale of said property and/or the minerals and mineral rights thereon; and (ii) execution of lease agreements, property management agreements, service agreements or contracts and any and all other agreements, contracts and documents necessary or desirable in connection with the management and operation of said property and/or the minerals and mineral rights thereon. I grant to Agent full power and authority to do everything necessary in exercising any of the powers herein granted as fully as I might or could do if personally present, hereby ratifying and confirming all that Agent shall lawfully do or cause to be done by virtue of this power of attorney and the powers herein granted.

All conveyances, papers, instruments, documents or writings executed in my name and on my behalf by Agent shall be in such form and contain such provisions as shall be satisfactory to Agent.

The execution and delivery by Agent of any conveyance, paper, instrument or document in my name or on my behalf shall be conclusive evidence of Agent's approval of the consideration therefore, and of the form and content thereof, and that Agent deems the execution thereof on my behalf necessary or desirable.

Any person, firm or corporation dealing with Agent under the authority of this instrument is authorized to deliver to Agent all considerations of every kind or character with respect to any transaction so entered into by Agent and Agent shall be under no duty or obligation to see to or examine the disposition thereof.

Third parties may rely upon the representation of Agent as to all matters relating to any power granted to Agent, and no person who may act in reliance upon the representation of Agent or the authority granted to Agent shall incur any liability to me or my estate as a result of permitting Agent to exercise any power. Agent shall be entitled to reimbursement for all reasonable costs and expenses incurred and paid by Agent on my behalf pursuant to any provision of this Limited Durable Power of Attorney, but Agent shall not be entitled to compensation for services rendered hereunder.

Notwithstanding any provision herein to the contrary, Agent shall not satisfy any legal obligation of Agent out of any property subject to this Power of Attorney, nor may Agent exercise this power in favor of Agent, Agent's estate, Agent's creditors or the creditors of Agent's estate.

This Limited Durable Power of Attorney shall not be affected by disability, incompetency or incapacity of Principal.

Principal may revoke this Limited Durable Power of Attorney at any time by written instrument delivered to Agent. Any properly appointed guardian of Principal may revoke this instrument by written instrument delivered to Agent.

IN WITNESS WHEREOF, I have executed this Limited Durable Power of Attorney on
this 16th day of August, 2021.


JOHN DALE, IV

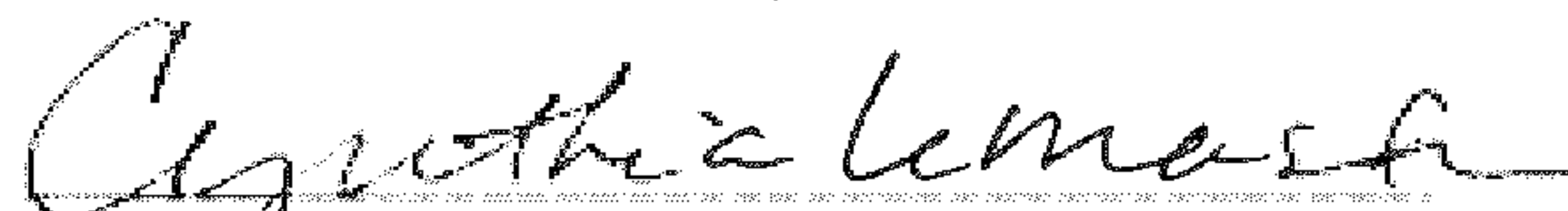
STATE OF MISSISSIPPI)

ADAMS COUNTY)

I, a Notary Public in and for said State and County, hereby certify that JOHN DALE, IV,
whose name is signed to the foregoing Limited Durable Power of Attorney, and who is known to
me, acknowledged before me on this date that, being informed of the contents of this Limited
Durable Power of Attorney, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 16th day of August, 2021.




Notary Public
My commission expires: 4/13/22



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
08/24/2021 08:32:34 AM
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Alle S. Bayl