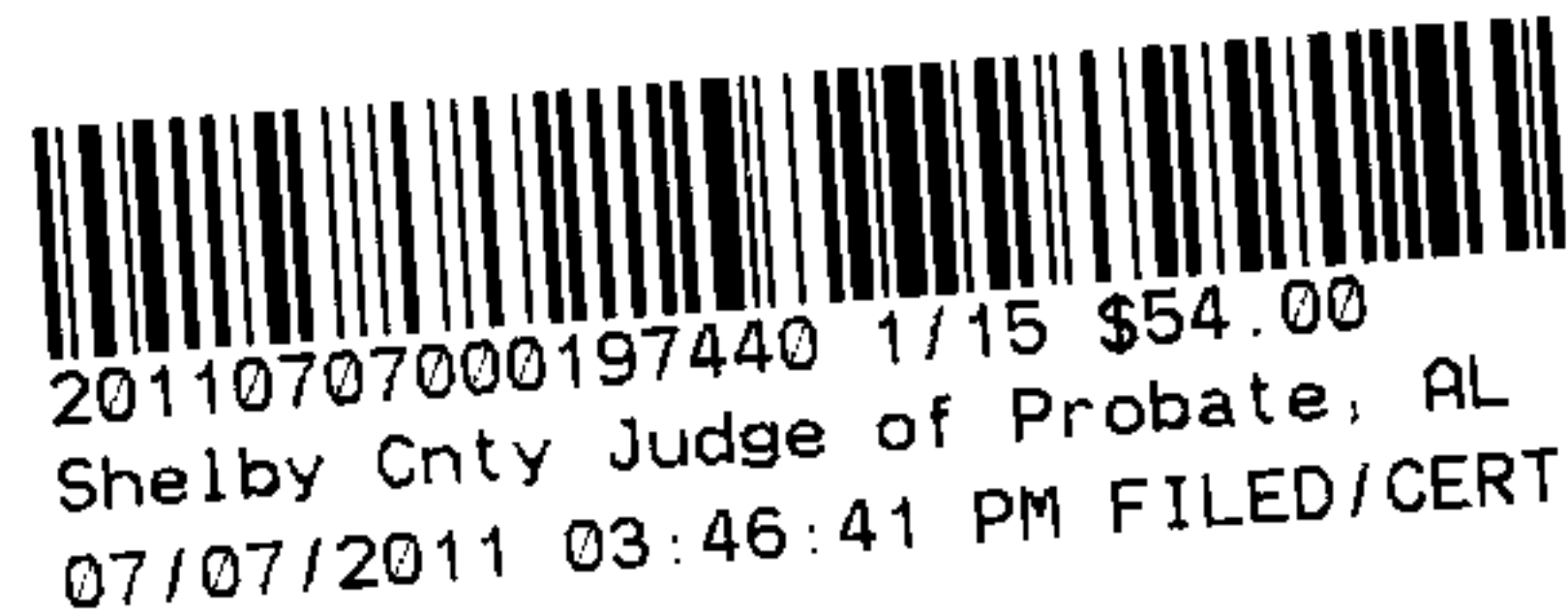


SBA Loan No. 85784040-00

STATE OF ALABAMA  
COUNTY OF SHELBY



### **SUBORDINATION AGREEMENT**

**WHEREAS**, BUILDING STARZ, LLC, an Alabama limited liability company, hereinafter referred to as "Borrowers", are presently indebted to the U. S. Small Business Administration, an agency of the Government of the United States of America, hereinafter referred to as "SBA", as evidenced by that certain promissory Note executed by BUILDING STARZ, LLC said "Borrowers" dated February 21, 2005, in the original principal amount of \$249,000.00 in favor of BIRMINGHAM CITY WIDE LOCAL DEVELOPMENT COMPANY, hereinafter referred to as "CDC", and assigned by CDC to SBA; and

**WHEREAS**, the Note is secured by, among other things, a Mortgage, hereinafter referred to as the "SBA Mortgage" executed by BUILDING STARZ, LLC, hereinafter referred to as "Owner", in favor of CDC dated February 21, 2005, and recorded March 8, 2005, as Instrument No. 20050308000105860, with the Judge of Probate, Shelby County, Alabama, and assigned by CDC to SBA in accordance with the terms of an Assignment of Note and Security dated February 21, 2005 and recorded as Instrument No. 20050308000105880, with the Judge of Probate, Shelby County, Alabama; and

**WHEREAS**, said Borrowers are desirous of obtaining an additional loan in the amount of \$502,000.00 from COMPASS BANK, hereinafter referred to as "Lender", for the purpose of refinancing the third party lender loan, presently superior to the SBA Mortgage, plus customary closing costs and expenses; and

**WHEREAS**, the Lender requires the Borrowers to secure the loan with a Mortgage on the real estate described on Exhibit "A" attached hereto, and further requests that SBA subordinate its Mortgage to that Mortgage having been taken or to be taken by said Lender.

**NOW THEREFORE**, in and for good and valuable consideration, and in order to induce said Lender to make said loan to said Borrowers, SBA does herewith **subordinate** its Mortgage, to that Mortgage taken or to be taken by the Lender, which secures said loan, subject to the following:

- (1) Except as expressly provided herein, this agreement shall not operate or be construed to alter the priority of the SBA Mortgage with regard to any legal or equitable interest in the property. Owner and Lender shall hold SBA harmless from any impairment of its lien (with regard to any third party) which is occasioned by this subordination.
- (2) Use of Proceeds. All proceeds of Lender's loan, if a refinance, shall be applied to satisfy debt secured by a lien(s) presently superior to the lien of the SBA Mortgage, plus customary closing costs and expenses. Any other use of proceeds not described herein shall void this agreement.



- (3) This subordination agreement is void if not duly executed by Owner, Lender, SBA, the Borrowers and all Guarantors of the Borrowers.
- (4) Compliance With 504 Loan Program Requirements. Lender confirms that the note evidencing Lender's loan, any lien instruments securing Lender's loan, and all other documents executed in connection with Lender's loan ("Lender's Loan Documents") (a) have no open-ended features and allow reasonable future advances only for the costs of collection the obligor is liable for under the Lender's Loan Documents, maintaining collateral, and/or protecting the lien(s) securing the Lender's loan, (b) are not cross-collateralized with any other financing now or hereafter to be provided by Lender, (c) have no early call features, (d) are not payable on demand unless the Lender's loan is in default, (e) have a term that at least equals, and do not require a balloon payment prior to, the term of the previous Third Party Lender's loan unless SBA has approved a shorter term, (f) have a reasonable interest rate that does not, and will not, exceed the maximum interest rate for a Third Party Loan as published by SBA and in effect as of the date of this Agreement, and (g) do not establish a preference in favor of Lender, as compared to CDC and SBA, related to making, servicing, or liquidating the Lender's loan (including but not limited to, with respect to repayment, collateral, guarantees, control, maintenance of a compensating balance, purchase of a certificate of deposit, or acceptance of a separate or companion loan) other than Lender's senior lien position(s) on the collateral. Lender agrees that if Lender's Loan Documents or any provision therein does not comply with these requirements, then Lender waives its right to enforce any such non-complying document or provision unless Lender has obtained the prior written consent of CDC and/or SBA permitting such enforcement.
- (5) Subordination of Default Charges. "Default Charges" mean any prepayment penalties, fees, or charges incurred in prepaying the Lender's loan, in whole or in part, prior to the stated maturity; any late fees or charges due in connection with the Lender's loan; any escalated, increased, or default interest charged in excess of the rate of interest in Lender's note absent a default, event of default, or other delinquency; and any other default charges, penalties, or fees of any nature whatsoever due because of a default, event of default, or other delinquency in connection with the Lender's loan. Lender hereby subordinates the collection of any Default Charges to the collection by CDC and/or SBA of the loan made by the CDC to Borrowers, hereinafter referred to as the "504 Loan" and, to the extent that Lender's Loan Documents secure any Default Charges, Lender hereby subordinates such lien(s) to the lien(s) securing the 504 Loan.
- (6) Notice of Default Under the Lender Loan. If any default, event of default or delinquency, upon which Lender intends to take action, occurs under the Lender's Loan Documents, then Lender agrees to give CDC and SBA written notice of such default, event of default or delinquency and the opportunity to cure the default, event of default, or delinquency and bring the Lender's loan current or to purchase Lender's note, provided that the amount to bring the Lender's loan current or to purchase Lender's note will be net of all amounts attributable to Default Charges. Lender further agrees that if Lender receives from CDC or SBA any amounts attributable to Default Charges, then Lender will immediately remit such amounts to SBA. Notice hereunder must be given within thirty (30) days after the default, event of default or delinquency upon which Lender intends to





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Shelby Cnty Judge of Probate, AL  
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take action and at least sixty (60) days prior to the date of any proposed sale of collateral and Lender will not sell all or any portion of its collateral without giving CDC and the SBA such notice. A default in the obligation secured by the mortgage to Lender may be cured (including purchase of the property at foreclosure sale) by the SBA via cash, certified funds, or a United States Treasury check, at the option of the SBA. Notice under this Agreement shall be deemed to have been given when sent by certified or registered mail, return receipt requested, addressed, as the case may be, to BIRMINGHAM CITY WIDE LOCAL DEVELOPMENT COMPANY (CDC) at 1500 1st Avenue North, Unit 12, Birmingham, Alabama 35203, Attention: Connie Lowe, Servicing, and also to the SBA at 2120 Riverfront Drive, Suite 100, Little Rock, Arkansas 72202.

- (7) Collection and Liquidation. In the event that either the Lender's loan or the 504 Loan is declared in default; Lender, CDC and SBA agree to cooperate in liquidating and/or selling the collateral. Lender agrees (a) to accept cash, certified funds or a U.S. Treasury check(s) in connection with any purchase of Lender's note or any foreclosure or liquidation bid by CDC or SBA; (b) to provide CDC and SBA with the loan payment status, loan payment history, and an itemized payoff statement of the Lender's loan; (c) to provide CDC and SBA with copies of any appraisals, environmental investigations, or title examinations or searches of the collateral conducted by or for Lender; and (d) to provide any other information about Borrower or the Lender's loan requested by CDC and/or SBA in writing.
- (8) No Implied Third Party Beneficiaries. Except to the extent stated in this Agreement, this Agreement does not modify or affect otherwise any other agreement that either party may have with third parties, including but not limited to, Borrowers. This Agreement also does not grant any right, benefit, priority, or interest to any third parties, including but not limited to, Borrowers.
- (9) Successors and Assigns. This Agreement shall inure to the benefit of and bind the respective parties to this Agreement and their respective heirs, successors and assigns, including any party acquiring the Lender's loan or Lender's Loan Documents by sale, assignment, or other transfer.
- (10) Federal Law. When SBA is the holder of the note evidencing the 504 Loan, this agreement and all documents evidencing or securing the 504 Loan will be construed in accordance with federal law. CDC or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax, or liability. No Borrower or guarantor of the 504 Loan may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to the 504 Loan.
- (11) Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, the Administrator has caused this Subordination Agreement to be executed on behalf of the U.S. Small Business Administration on this the 2<sup>ND</sup> day of FEBRUARY, 2011.

U.S. SMALL BUSINESS ADMINISTRATION

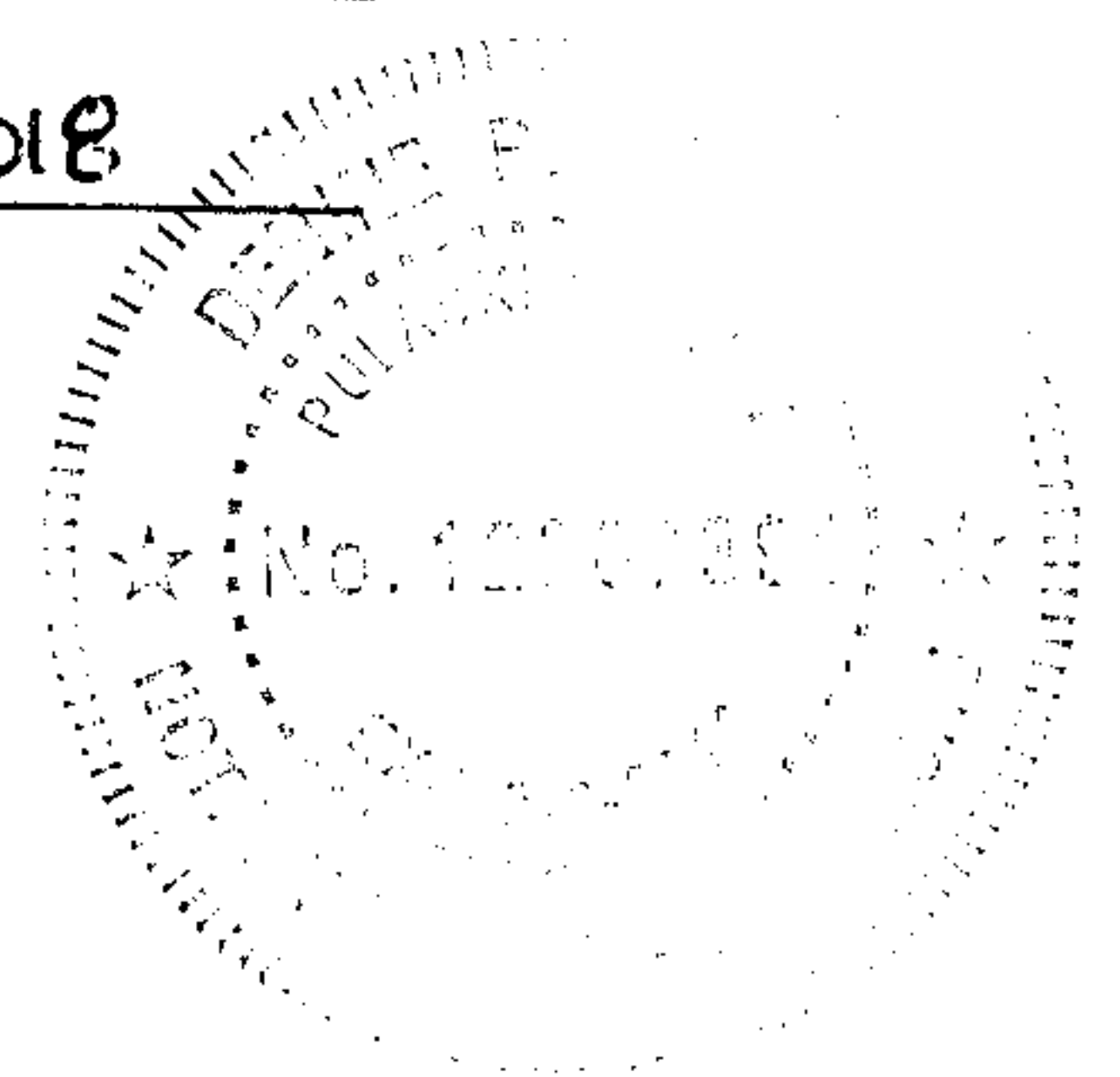
BY Don Schuneman  
Print Name: Don Schuneman  
Its: SLO

STATE OF ARKANSAS  
COUNTY OF PULASKI

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that DON SCHUNEMAN whose name as SUPERVISORY LOAN OFFICER of the U.S. Small Business Administration, an agency of the U.S. Government, 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/she, as such officer/agent/authorized representative, and with full authority, executed the same voluntarily, as an act of said U.S. Government agency as aforesaid.

GIVEN UNDER MY HAND and seal of office this, the 2<sup>ND</sup> day of FEBRUARY 2011.

Denise R. Graham  
Notary Public  
My commission expires: 8-6-2018



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Shelby Cnty Judge of Probate, AL  
07/07/2011 03:46:41 PM FILED/CERT



IN WITNESS WHEREOF, the undersigned parties have consented to the contents, terms and conditions of this Subordination Agreement, this 13<sup>th</sup> day of May, 2011

OWNER:

BUILDING STARZ, LLC

BY: Craig Williams  
Print Name: Craig Williams  
Title: Member

BY: Ann Williams  
Print Name: Ann Williams  
Title: Member

BY: William Hudgens  
Print Name: William Hudgens  
Title: Member

BY: "see attached"  
Print Name: Tammy Ridley-Hudgens  
Title: Member

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Shelby Cnty Judge of Probate, AL  
07/07/2011 03:46:41 PM FILED/CERT

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Craig Williams and Ann Williams, whose names as Members of BUILDING STARZ, LLC, an Alabama limited liability company, are 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, they, as such members, and with full authority, executed the same voluntarily, as an act of said company, acting in its capacity as aforesaid.

Given under my hand and official seal, this the 27 day of May, 2011.

[Signature]  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

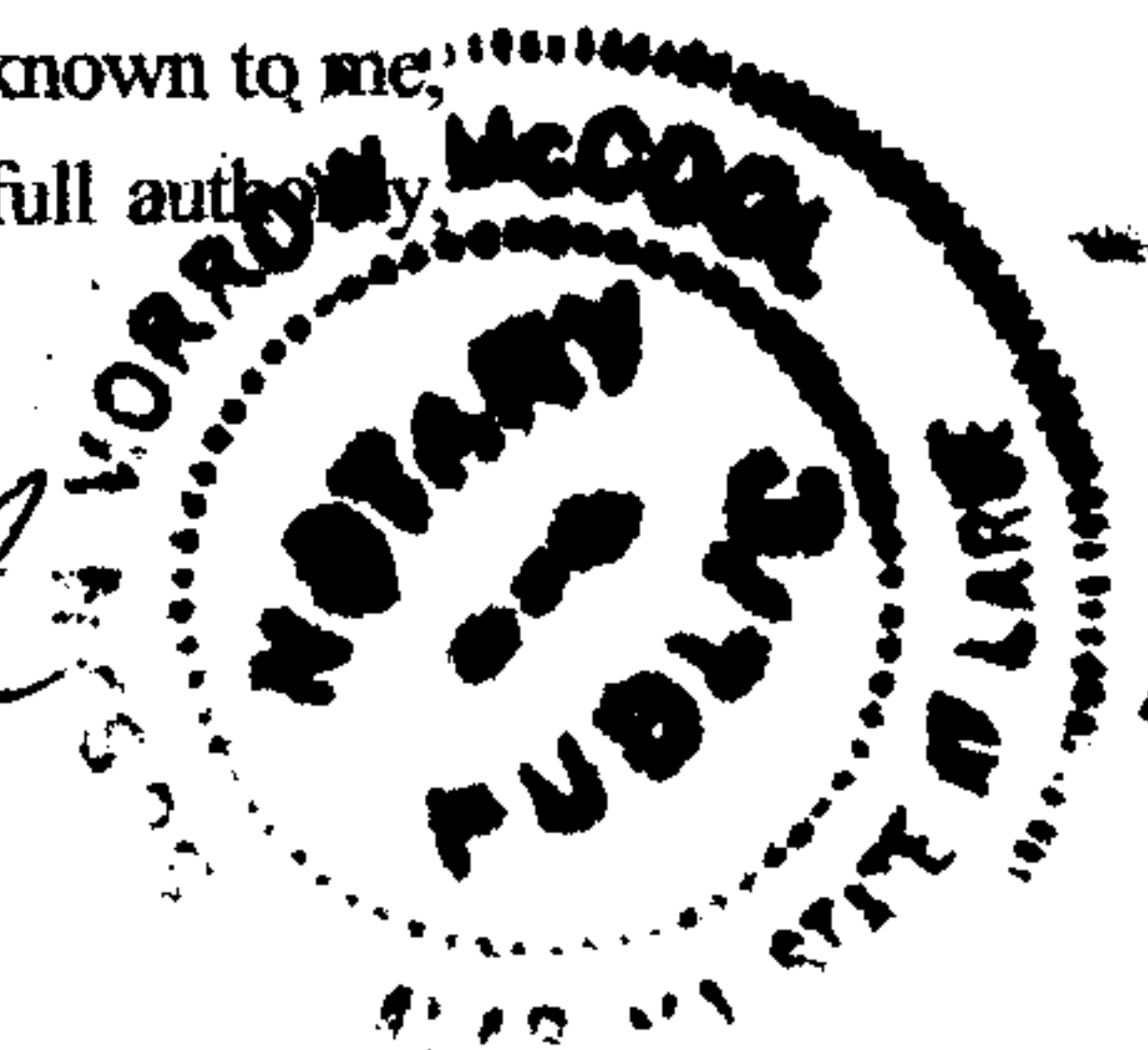
NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Jan 13, 2012  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William Hudgens, whose name as Member of BUILDING STARZ, 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 member, and with full authority, executed the same voluntarily, as an act of said company, acting in its capacity as aforesaid.

Given under my hand and official seal, this the 13<sup>th</sup> day of May, 2011.

[Signature]  
NOTARY PUBLIC  
My Commission Expires: 10/29/13



STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Tammy Ridley-Hudgens, whose name as Member of BUILDING STARZ, 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, she, as such member, and with full authority, executed the same voluntarily, as an act of said company, acting in its capacity as aforesaid.

Given under my hand and official seal, this the \_\_\_\_ day of May, 2011.

"see attached"  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned parties have consented to the contents, terms and conditions of this Subordination Agreement, this 24 day of May, 2011

OWNER:

BUILDING STARZ, LLC



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Shelby Cnty Judge of Probate, AL  
07/07/2011 03:46:41 PM FILED/CERT

BY: Craig Williams  
Print Name: Craig Williams  
Title: Member

BY: Ann Williams  
Print Name: Ann Williams  
Title: Member

BY: "see attached"  
Print Name: William Hudgens  
Title: Member

BY: Tammy L. Ridley-Hudgens  
Print Name: Tammy Ridley-Hudgens  
Title: Member

Name change effective Sept. 2009.

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Craig Williams and Ann Williams, whose names as Members of BUILDING STARZ, LLC, an Alabama limited liability company, are 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, they, as such members, and with full authority, executed the same voluntarily, as an act of said company, acting in its capacity as aforesaid.

Given under my hand and official seal, this the 27 day of May, 2011.

Rodney L. Burt

NOTARY PUBLIC

My Commission Expires: **NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Jan 13, 2012  
BONDED THRU NOTARY PUBLIC UNDERWRITERS**

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William Hudgens, whose name as Member of BUILDING STARZ, 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 member, and with full authority, executed the same voluntarily, as an act of said company, acting in its capacity as aforesaid.

Given under my hand and official seal, this the \_\_\_\_ day of May, 2011.

"see attached"

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA  
COUNTY OF SHELBY

State at Large

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Tammy Ridley-Hudgens, whose name as Member of BUILDING STARZ, 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, she, as such member, and with full authority, executed the same voluntarily, as an act of said company, acting in its capacity as aforesaid.

Given under my hand and official seal, this the 24 day of May, 2011.

Marilyn W. Christa

NOTARY PUBLIC

My Commission Expires: **NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Sept 9, 2011  
BONDED THRU NOTARY PUBLIC UNDERWRITERS**



LENDER:

COMPASS BANK

BY: Patricia A. Reaves

Print Name: PATRICIA A. REAVES

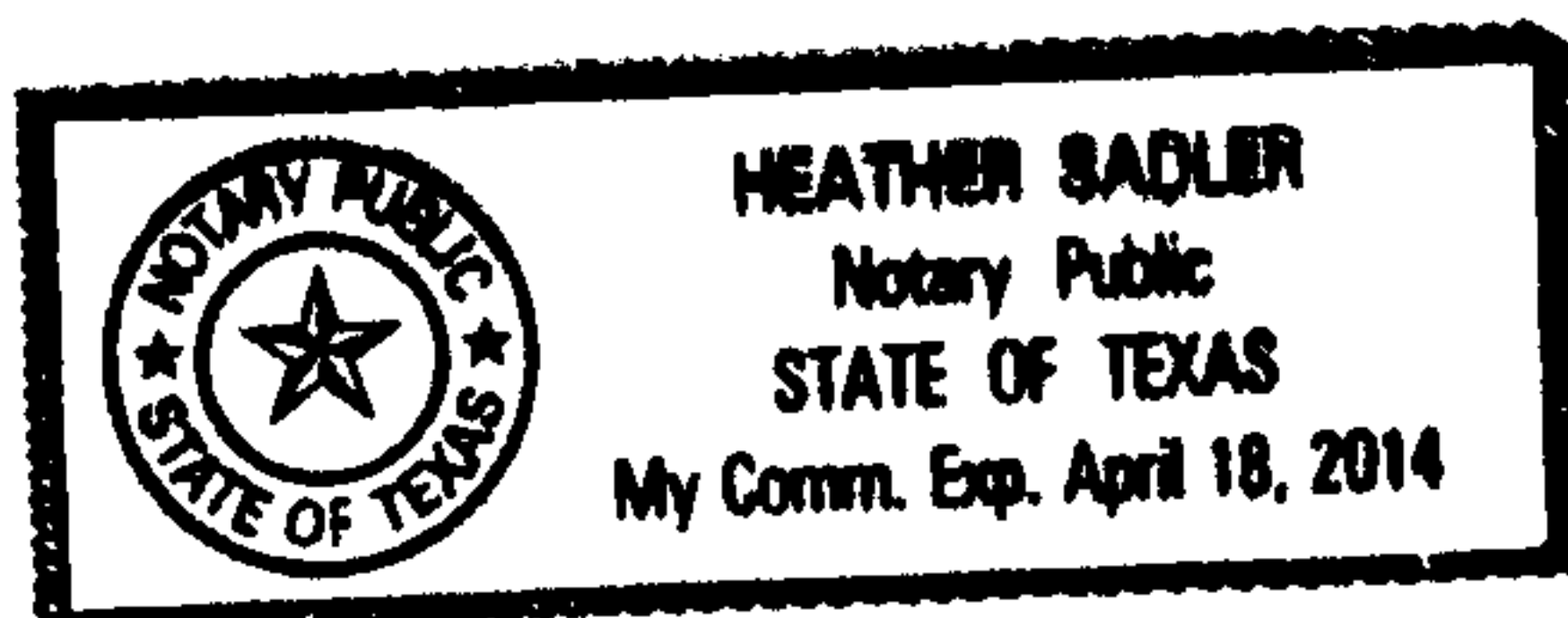
Title: Vice President

STATE OF TEXAS

COUNTY OF Dallas

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Patricia A. Reaves whose name as [Vice] President of COMPASS BANK, a 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 said instrument, he/she, as such officer, and with full authority, executed the same voluntarily, as an act of said corporation, acting in its capacity as aforesaid.

Given under my hand and official seal, this the 30 day of June, 2011.



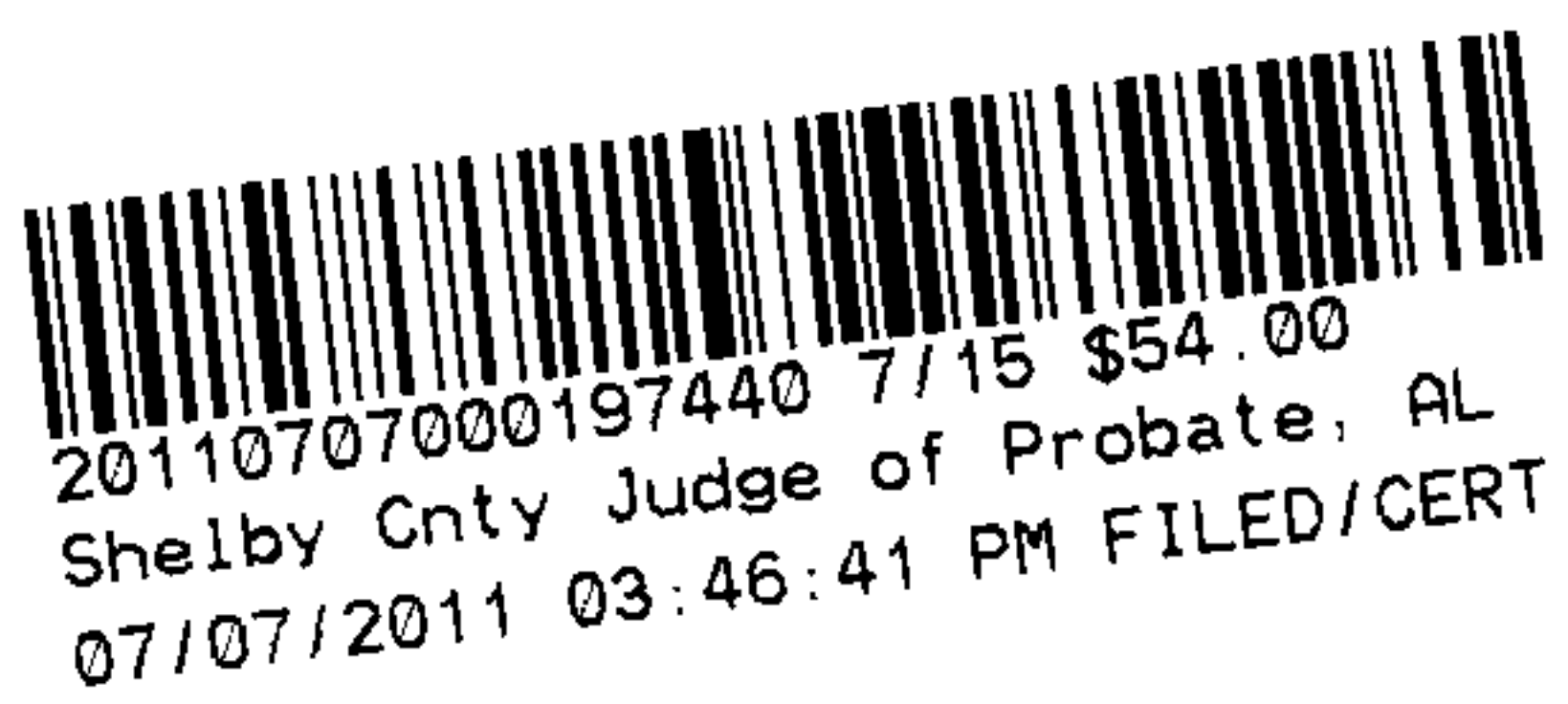
Heather Sadler  
NOTARY PUBLIC

My Commission Expires: 4-18-2014

THIS INSTRUMENT PREPARED BY AND AFTER  
RECORDATION SHOULD BE RETURNED TO  
William C. Brown  
ENGEL HAIRSTON & JOHANSON, P.C.  
4th Floor 109 North 20th Street  
P.O. Box 11405  
Birmingham, Alabama 35202  
(205) 328-4600

Following recordation the CDC should retain a copy of this agreement and the original should be mailed to the SBA as follows:


Little Rock Commercial Loan Servicing Center  
Attn: Collateral Cashier  
2120 Riverfront Drive, Suite 100  
Little Rock, Arkansas 72202




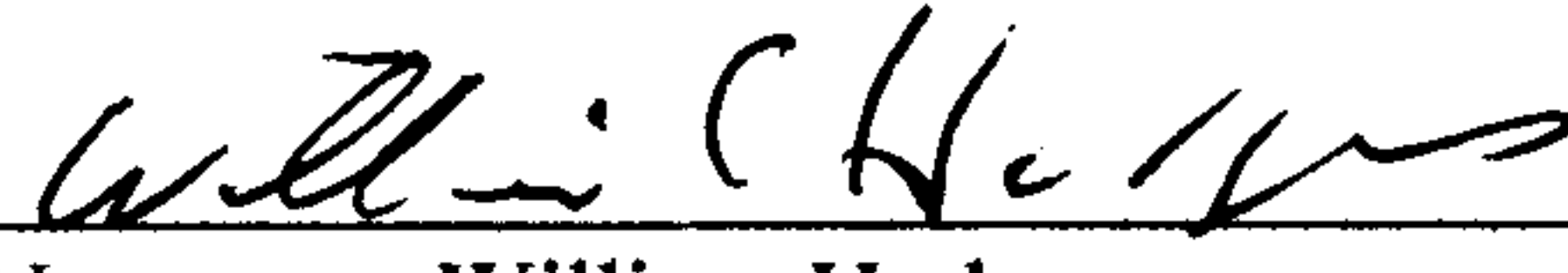
The undersigned Guarantor(s)/Borrower(s) hereby consent to all terms above and acknowledge their liability for the above referenced SBA loan is in no manner diminished by this agreement.

BORROWERS

BUILDING STARZ, LLC


BY:   
Print Name: Craig Williams  
Title: Member

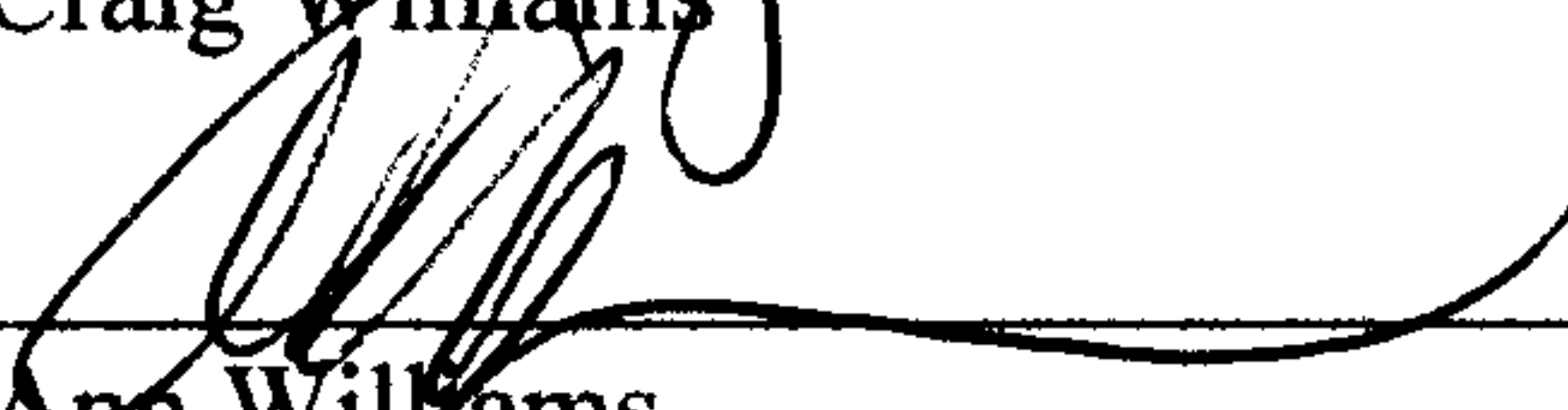
BY:   
Print Name: Ann Williams  
Title: Member

BY:   
Print Name: William Hudgens  
Title: Member

BY: "see attached"  
Print Name: Tammy Ridley-Hudgens  
Title: Member

GUARANTORS

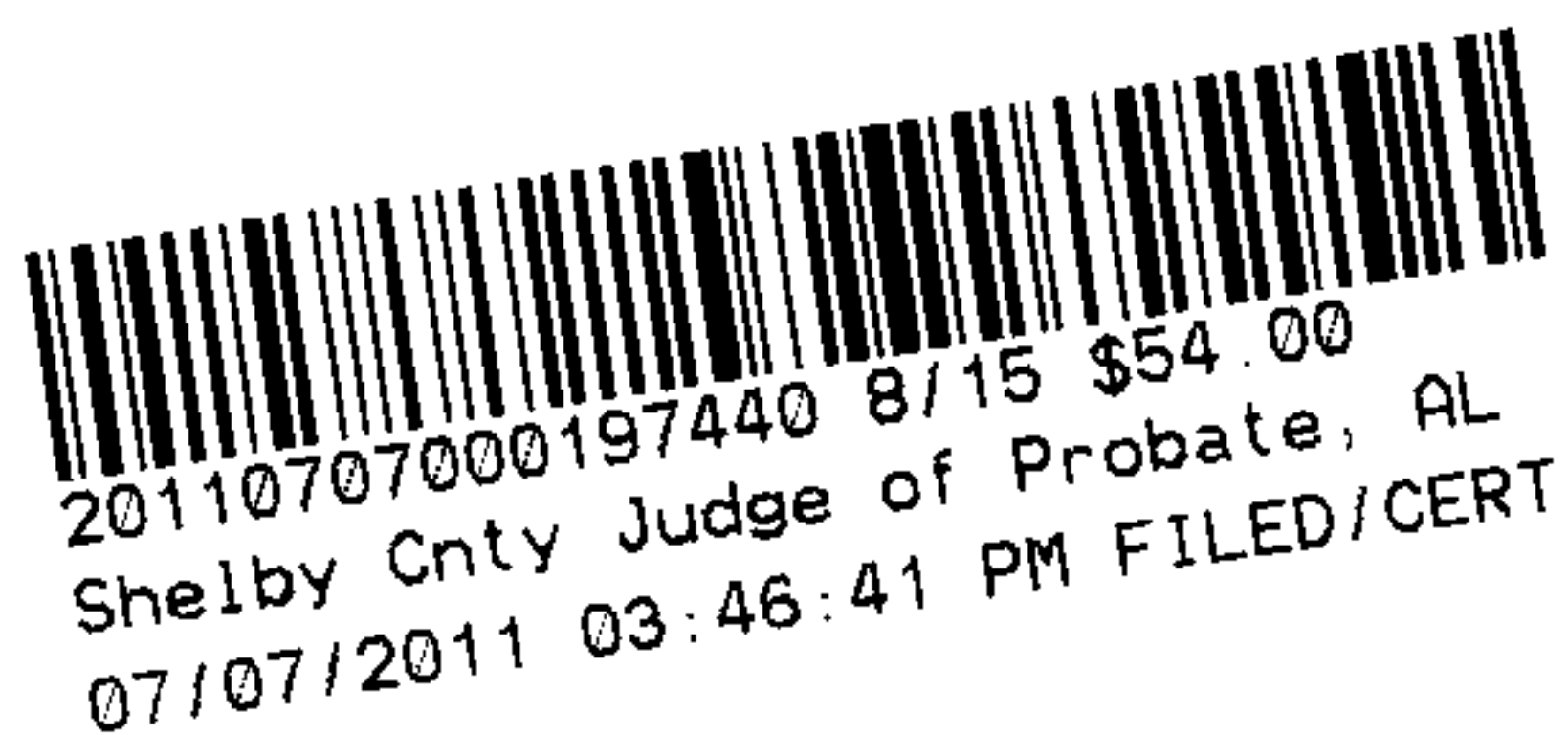
  
Craig Williams

  
Ann Williams

"see attached"  
William Hudgens

"see attached"  
Tammy Ridley-Hudgens

[ACKNOWLEDGMENTS CONTAINED ON FOLLOWING PAGE.]

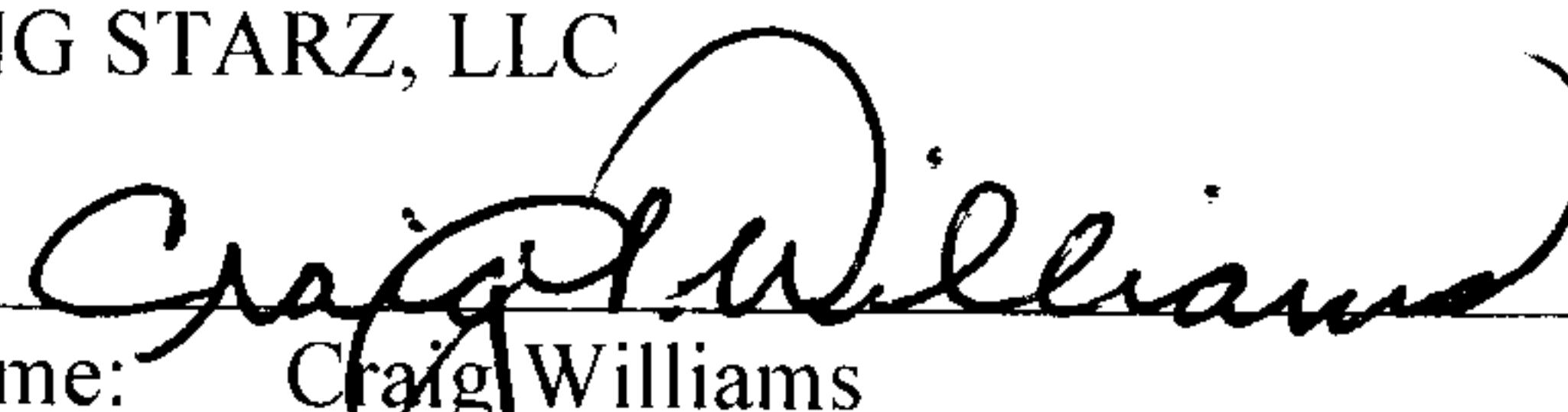





The undersigned Guarantor(s)/Borrower(s) hereby consent to all terms above and acknowledge their liability for the above referenced SBA loan is in no manner diminished by this agreement.

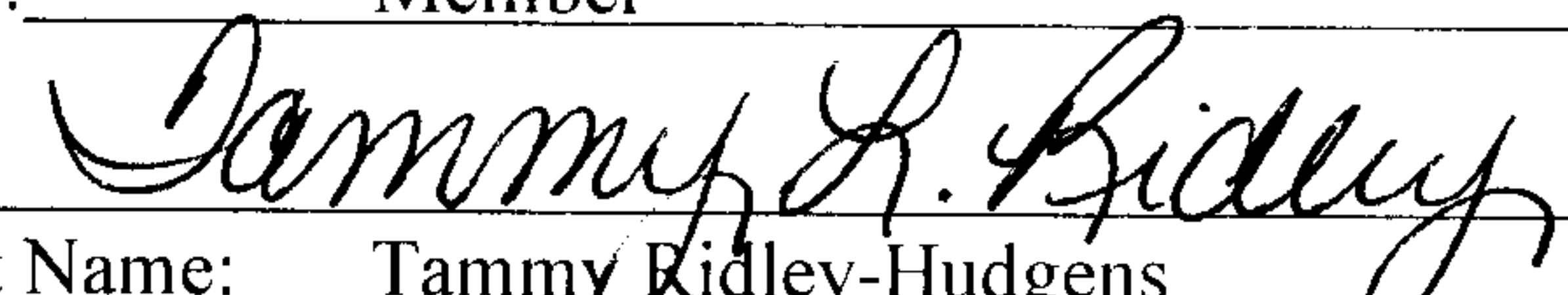
BORROWERS

BUILDING STARZ, LLC


BY:   
Print Name: Craig Williams  
Title: Member

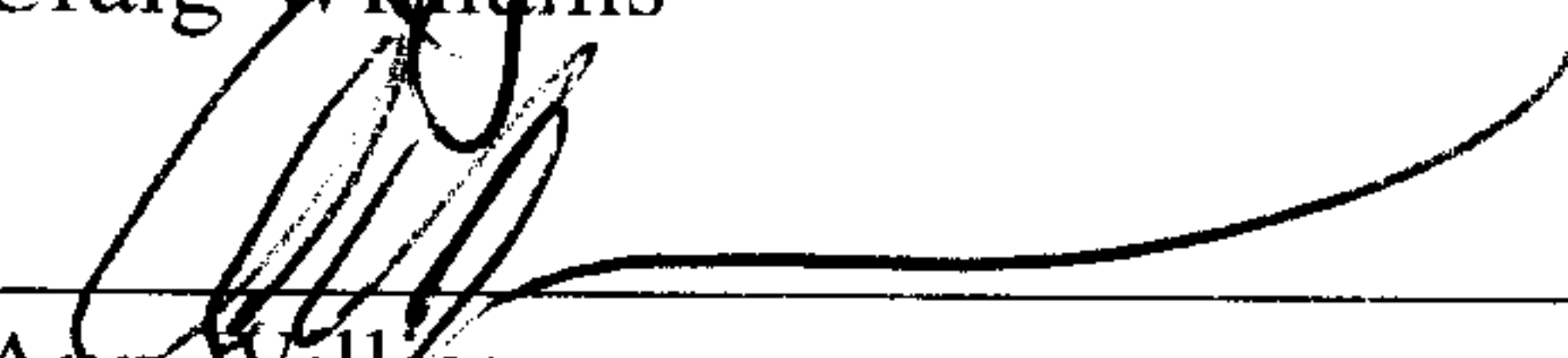
BY:   
Print Name: Ann Williams  
Title: Member

BY: "see attached"  
Print Name: William Hudgens  
Title: Member

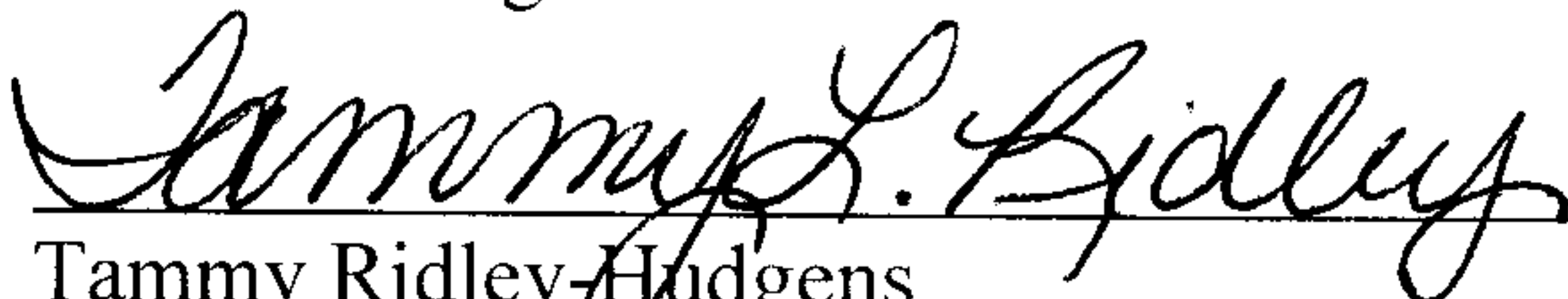
BY:   
Print Name: Tammy Ridley-Hudgens  
Title: Member

GUARANTORS

 5-27-2011  
Craig Williams

 5-27-11  
Ann Williams

"see attached"  
William Hudgens

  
Tammy Ridley-Hudgens

[ACKNOWLEDGMENTS CONTAINED ON FOLLOWING PAGE.]

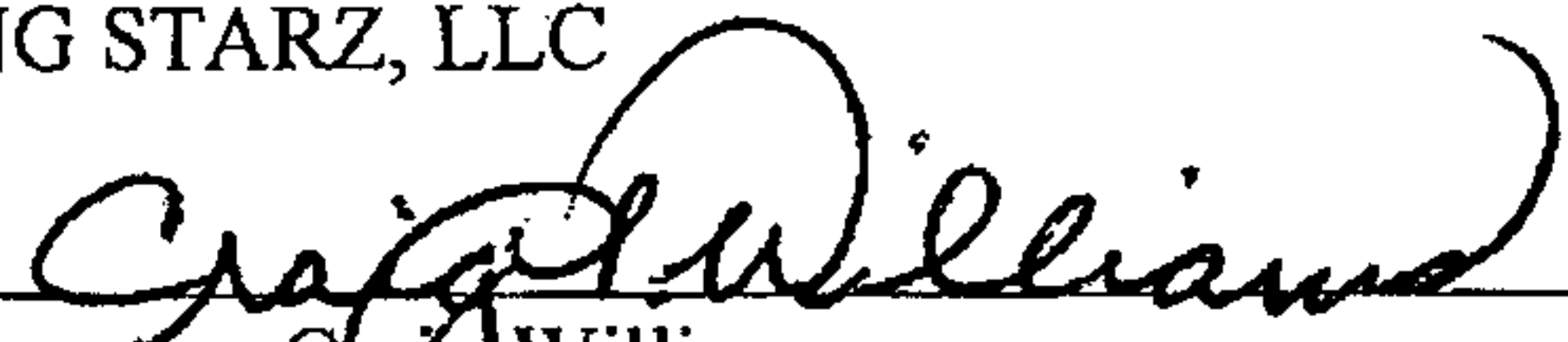



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Shelby Cnty Judge of Probate, AL  
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The undersigned Guarantor(s)/Borrower(s) hereby consent to all terms above and acknowledge their liability for the above referenced SBA loan is in no manner diminished by this agreement.

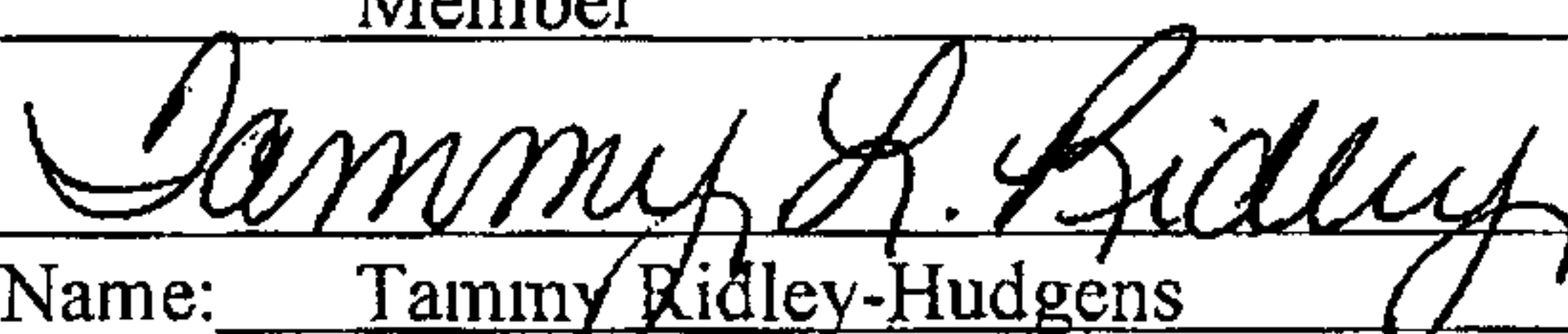
BORROWERS

BUILDING STARZ, LLC


BY:   
Print Name: Craig Williams  
Title: Member

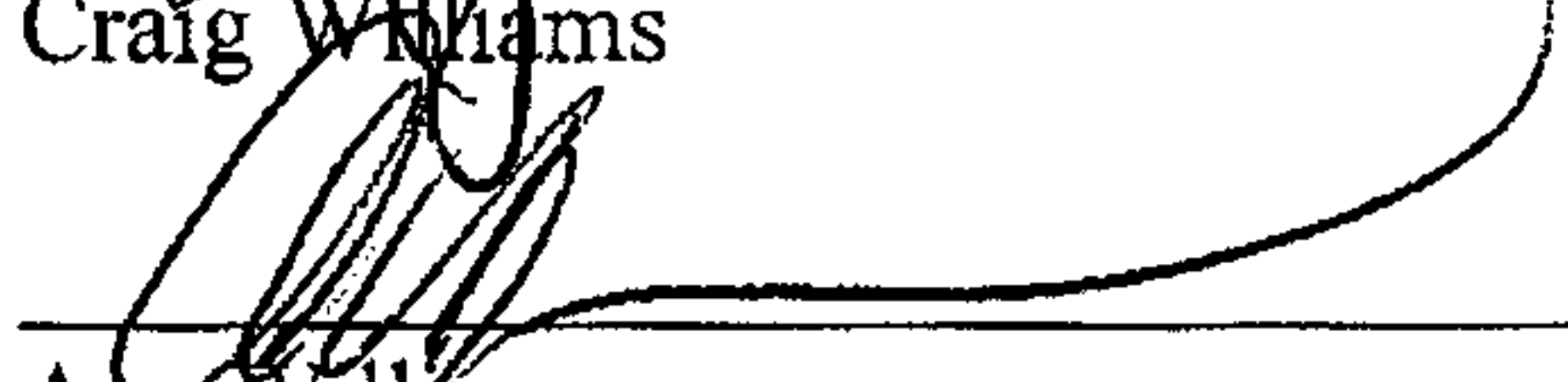
BY:   
Print Name: Ann Williams  
Title: Member


BY: \_\_\_\_\_  
Print Name: William Hudgens  
Title: Member

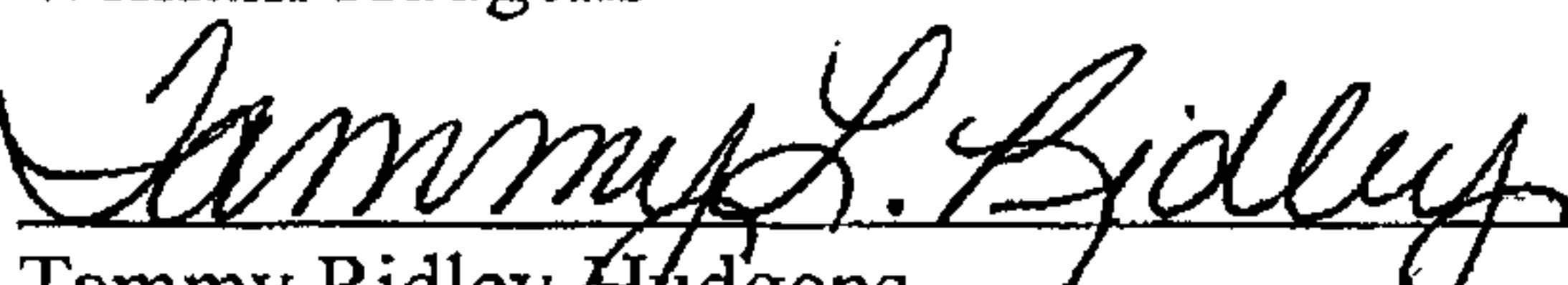
BY:   
Print Name: Tammy Ridley-Hudgens  
Title: Member

GUARANTORS


 5-27-2011  
Craig Williams

 5-27-11  
Ann Williams

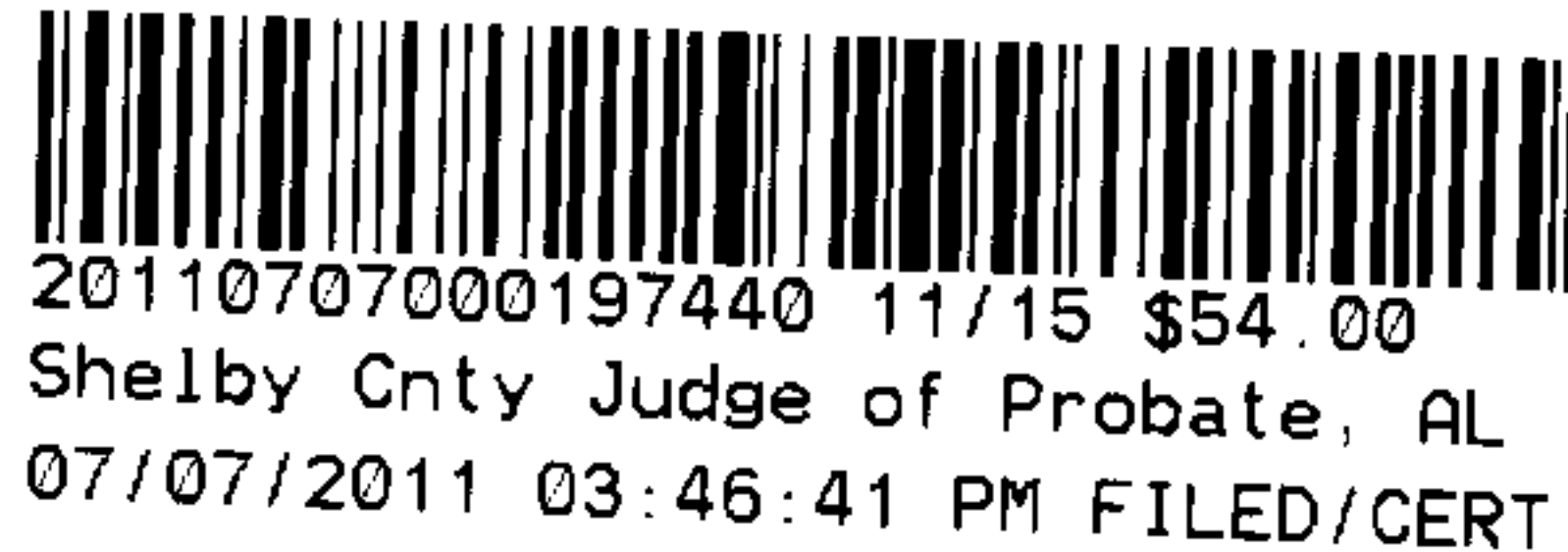
  
William Hudgens

  
Tammy Ridley-Hudgens

[ACKNOWLEDGMENTS CONTAINED ON FOLLOWING PAGE.]

  
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Shelby Cnty Judge of Probate, AL  
07/07/2011 03:46:41 PM FILED/CERT





STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Craig Williams and Ann Williams, whose names as Members of BUILDING STARZ, LLC, an Alabama limited liability company, are 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, they, as such members, and with full authority, executed the same voluntarily, as an act of said company, acting in its capacity as aforesaid.

Given under my hand and official seal, this the 27 day of May, 2011.


  
NOTARY PUBLIC

My Commission Expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Jan 13, 2012  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William Hudgens, whose name as Member of BUILDING STARZ, 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 member, and with full authority, executed the same voluntarily, as an act of said company, acting in its capacity as aforesaid.

Given under my hand and official seal, this the 28 day of JUNE 2011.

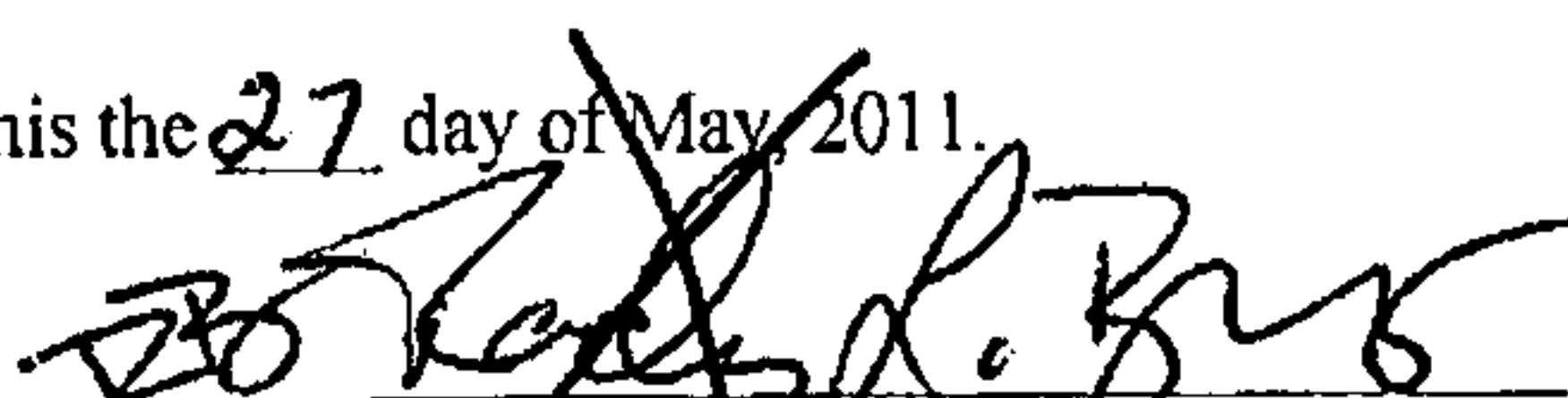
  
NOTARY PUBLIC

My Commission Expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Jan 13, 2012  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Tammy Ridley-Hudgens, whose names as Member of BUILDING STARZ, 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, she, as such member, and with full authority, executed the same voluntarily, as an act of said company, acting in its capacity as aforesaid.

Given under my hand and official seal, this the 27 day of May, 2011.

  
NOTARY PUBLIC

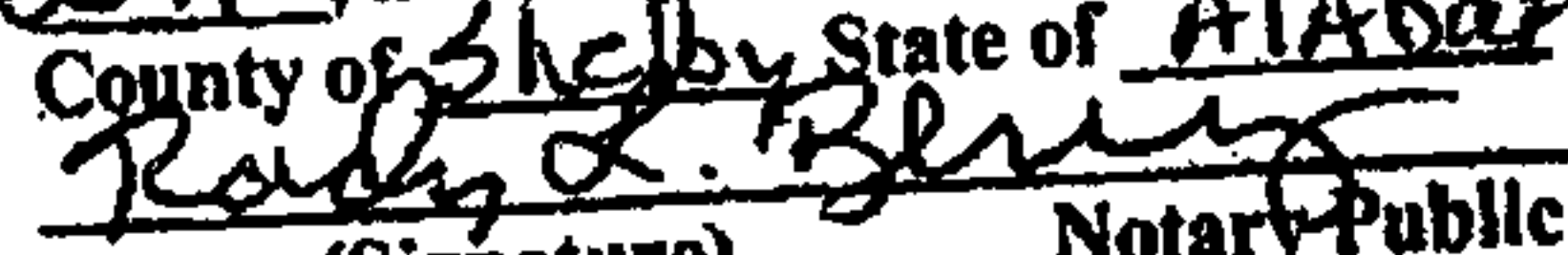
My Commission Expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Jan 13, 2012  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

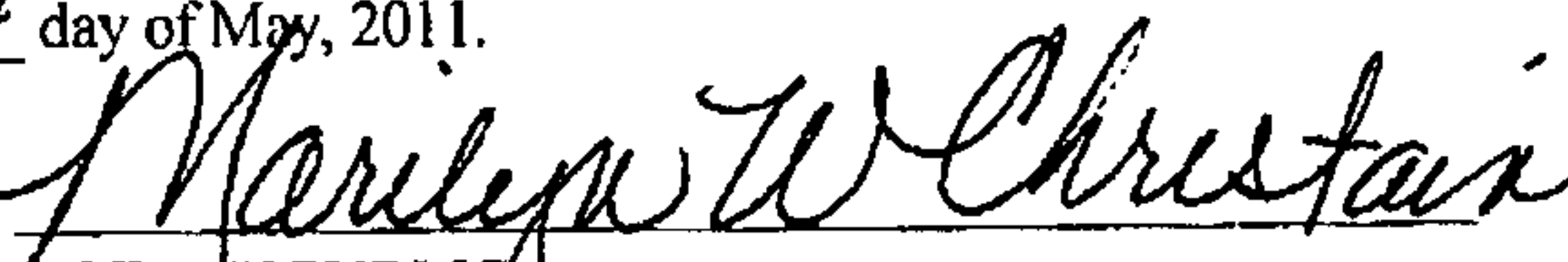
STATE OF ALABAMA  
COUNTY OF SHELBY

State at Large

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Ann Williams and Craig Williams, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 24<sup>th</sup> day of May, 2011.

Subscribed and sworn to before me in my  
Presence, this 27 day of MAY  
2011, a Notary Public in and for the  
County of Shelby State of Alabama  
  
(Signature) Notary Public  
My commission expires JAN 13, 2012

  
NOTARY PUBLIC

My Commission Expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Sept 9, 2011  
BONDED THRU NOTARY PUBLIC UNDERWRITERS



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Shelby Cnty Judge of Probate, AL  
07/07/2011 03:46:41 PM FILED/CERT

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Craig Williams and Ann Williams, whose names as Members of BUILDING STARZ, LLC, an Alabama limited liability company, are 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, they, as such members, and with full authority, executed the same voluntarily, as an act of said company, acting in its capacity as aforesaid.

Given under my hand and official seal, this the 27 day of May, 2011.

*[Signature]*  
NOTARY PUBLIC

My Commission Expires: **NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Jan 13, 2012  
BONDED THRU NOTARY PUBLIC UNDERWRITERS**

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William Hudgens, whose name as Member of BUILDING STARZ, 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 member, and with full authority, executed the same voluntarily, as an act of said company, acting in its capacity as aforesaid.

Given under my hand and official seal, this the \_\_\_\_ day of May, 2011.

*"see attached"*

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Tammy Ridley-Hudgens, whose names as Member of BUILDING STARZ, 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, she, as such member, and with full authority, executed the same voluntarily, as an act of said company, acting in its capacity as aforesaid.

Given under my hand and official seal, this the 27 day of May, 2011.

*[Signature]*  
NOTARY PUBLIC

My Commission Expires: **NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Jan 13, 2012  
BONDED THRU NOTARY PUBLIC UNDERWRITERS**

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Ann Williams and Craig Williams, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 24<sup>th</sup> day of May, 2011.

Subscribed and sworn to before me in my Presence, this 27 day of MAY 2011, a Notary Public in and for the County of Shelby State of Alabama  
*[Signature]*  
(Signature) Notary Public  
My commission expires JAN 13, 2012

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Sept 9, 2011  
BONDED THRU NOTARY PUBLIC UNDERWRITERS**

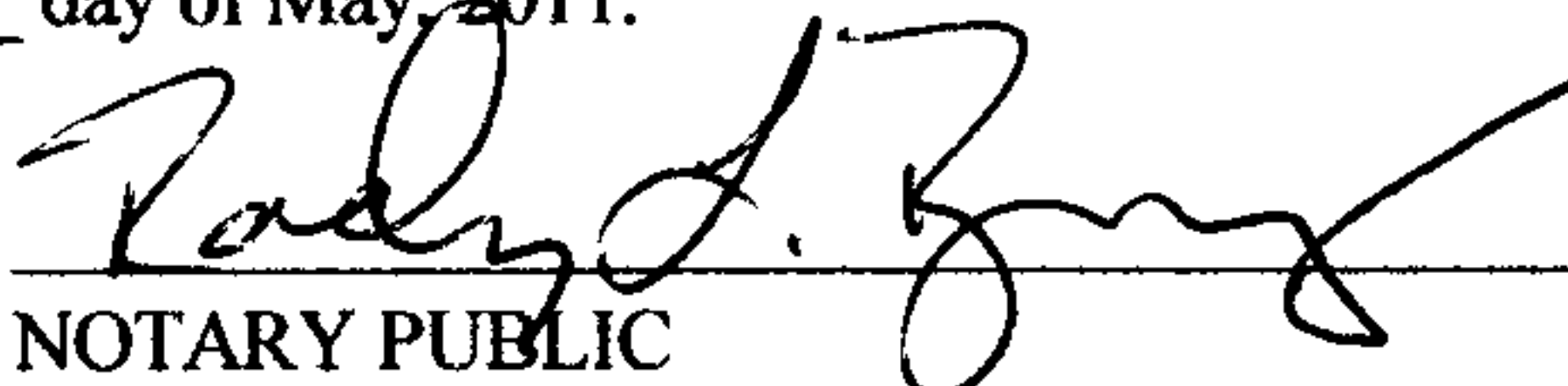


STATE OF ALABAMA  
COUNTY OF SHELBY

20110707000197440 13/15 \$54.00  
Shelby Cnty Judge of Probate, AL  
07/07/2011 03:46:41 PM FILED/CERT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Craig Williams and Ann Williams, whose names as Members of BUILDING STARZ, LLC, an Alabama limited liability company, are 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, they, as such members, and with full authority, executed the same voluntarily, as an act of said company, acting in its capacity as aforesaid.

Given under my hand and official seal, this the 27 day of May, 2011.

  
NOTARY PUBLIC

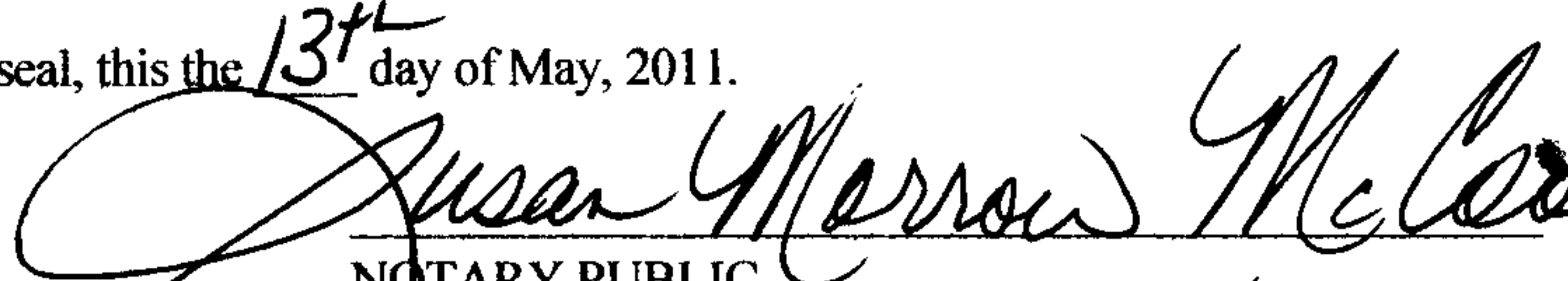
My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Jan 13, 2012  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William Hudgens, whose name as Member of BUILDING STARZ, 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 member, and with full authority, executed the same voluntarily, as an act of said company, acting in its capacity as aforesaid.

Given under my hand and official seal, this the 13<sup>th</sup> day of May, 2011.

  
NOTARY PUBLIC

My Commission Expires: 10/29/13



STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Tammy Ridley-Hudgens, whose names as Member of BUILDING STARZ, 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, she, as such member, and with full authority, executed the same voluntarily, as an act of said company, acting in its capacity as aforesaid.

Given under my hand and official seal, this the \_\_\_\_ day of May, 2011.

"see attached"

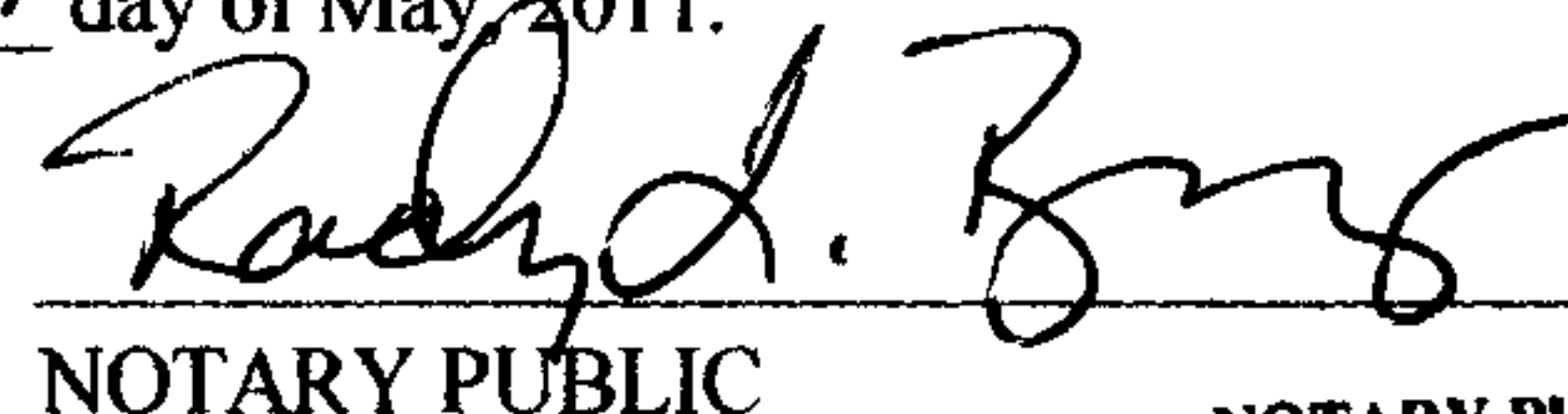
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Ann Williams and Craig Williams, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 27 day of May, 2011.

  
NOTARY PUBLIC

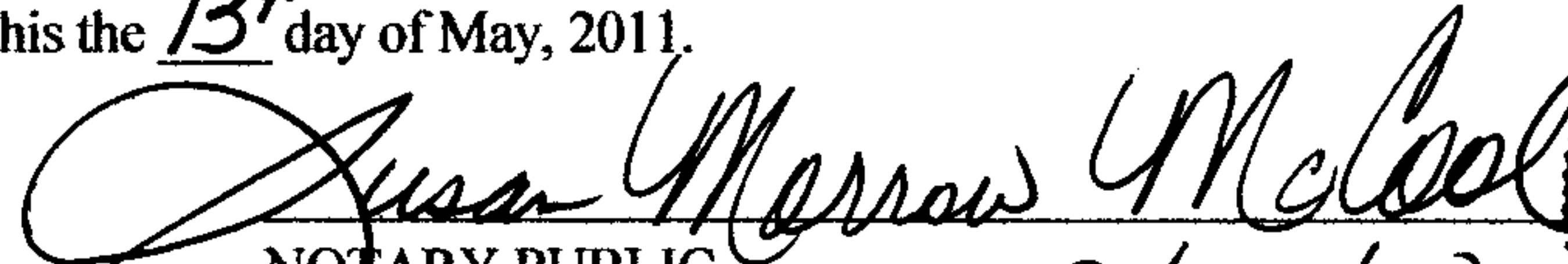
My Commission Expires: \_\_\_\_\_

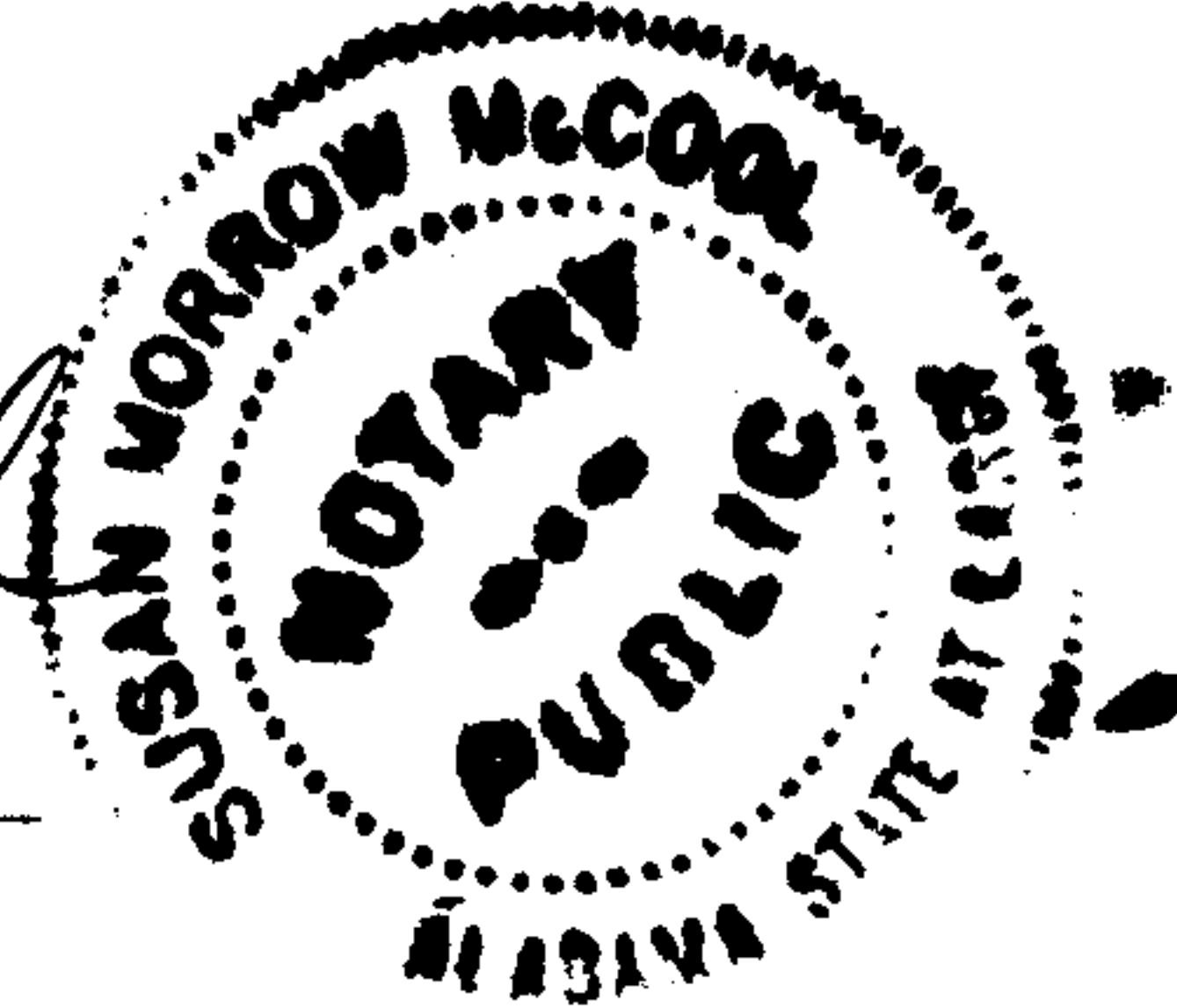
NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Jan 13, 2012  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William Hudgens, whose name 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 this instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 13<sup>th</sup> day of May, 2011.

  
NOTARY PUBLIC  
My Commission Expires: 10/29/13

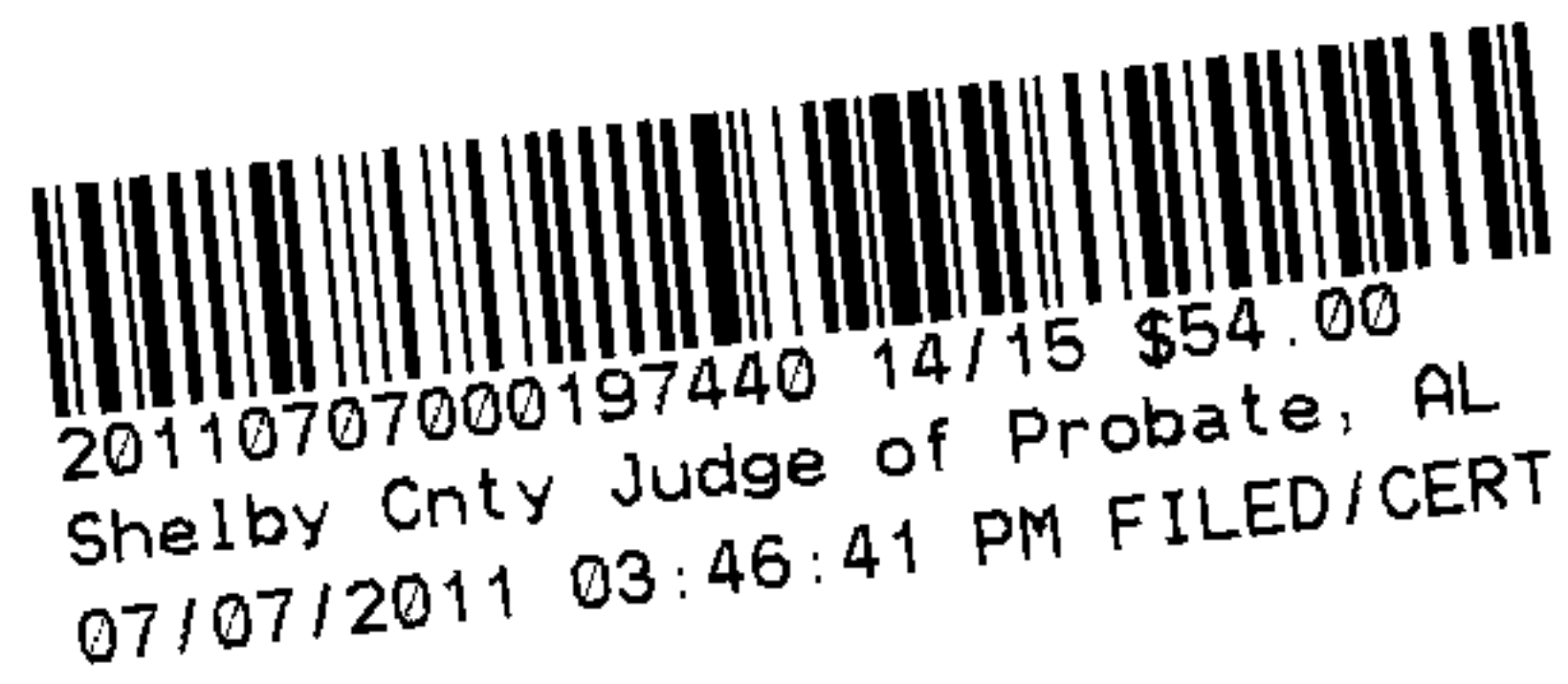


STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Tammy Ridley-Hudgens, whose name 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 this instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the \_\_\_\_ day of May, 2011.

"see attached"  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_





## **EXHIBIT "A"**

Lot 2, of the G.B.S. Development Co., LLC, as recorded in Map Book 27, Page 13, in the Office of the Judge of Probate of Shelby County, Alabama.



20110707000197440 15/15 \$54.00  
Shelby Cnty Judge of Probate, AL  
07/07/2011 03:46:41 PM FILED/CERT