

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (this "Agreement") is made and entered into this 29th day of September, 2014, by **CROSS CREEK GROUP, INC.**, an Alabama corporation ("Contractor"), to and for the benefit of **PHYLLIS R. SPRUIELL**, an individual resident of the State of Alabama ("Borrower"), and **The STANLEY G. SPRUIELL TRUST**, **Dated May 28, 1998**, as lender to Borrower ("Lender").

WHEREAS, Contractor and Borrower are party to that certain Cost Plus Contract -- Percentage, dated August 5, 2014 (the "Construction Agreement"), setting forth the terms and conditions of the construction of a house by Contractor for Borrower (the "Project") on that certain parcel of real property located in Shelby County, Alabama and being more particularly described on Exhibit "A" hereto (the "Land"); and

WHEREAS, Lender has agreed to extend credit to Borrower, pursuant to the terms and conditions of that certain Construction Loan Agreement, dated September 29, 2014 (the "Loan Agreement"), for financing of a portion of the Project; and

WHEREAS, to induce Lender to extend credit to Borrower, Contractor is willing to subordinate its claims, whether existing now or hereinafter arising, against Borrower under the Construction Agreement, and its security therefor, if any, in favor of Lender.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, and in order to induce Lender to extend credit to Borrower, Contractor agrees as follows:

1. Contractor does hereby subordinate any and all liens, claims of lien and rights of lien against the Project (including the Land and all improvements, fixtures, furnishings and personal property placed or found in or at the Project site) which the Contractor has now or may have in the future on account of labor or services performed or rendered or to be performed or rendered, or materials supplied or furnished or to be supplied or furnished by, through or under Contractor to the liens, security interest and title of Lender under that certain Construction and Permanent Mortgage and Security Agreement with Fixture Filing executed by Borrower in favor Lender and securing the loan (the "Loan") made or to be made by Lender to Borrower pursuant to the Loan Agreement or any amendments thereto.

2. Contractor will defend, indemnify and hold Lender, Borrower, any title insurer for any of them, and their respective trustees, successors, legal representatives, heirs and assigns, harmless from and against any and all claims, suits or actions, liens or claims of, or right to, liens by any direct or indirect subcontractor, material supplier or employee of Contractor which would have priority, under the statutes of the State of Alabama, relating to mechanics' or materialmen's liens, over the claim, lien or interest of Lender, Borrower and their respective trustees, successors, legal representatives, heirs and assigns.

3. This Agreement shall not be affected or impaired by any extension, renewal, release or arrangement which may become effective between Borrower and Lender. No delay or failure on Lender's part in the exercise of any right or remedy shall preclude other or further exercises thereof or the exercise of any other right or remedy. Lender's rights and privileges hereunder shall inure to the benefit of its trustees, successors and assigns, and this Agreement

shall be binding upon Contractor's successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

4. This Agreement may be executed in a number of identical counterparts, each of which shall constitute an original and all of which constitute, collectively, one agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart. Delivery of an executed counterpart of this Agreement by facsimile or electronic transmission shall be equally as effective as delivery of an executed original counterpart and shall constitute a covenant to deliver an executed original counterpart, but the failure to do so shall not affect the validity, enforceability and binding effect of this Agreement. At the request of any party, any faxed counterpart shall be re-executed by each signatory party in an original form.

5. The undertakings contained in this Agreement shall be binding upon and inure to the benefit of the respective trustees, successors, legal representatives, heirs and assigns of Contractor, Lendert, and Borrower.

IN WITNESS WHEREOF, the undersigned have executed this Agreement the day and year first above written.

CONTRACTOR:

CROSS CREEK GROUP, INC., an Alabama corporation

By: Brett Zell
Name: Brett Zell
Its: President

BORROWER:

Phyllis R. Spruiell


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Shelby Cnty Judge of Probate, AL
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shall be binding upon Contractor's successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

4. This Agreement may be executed in a number of identical counterparts, each of which shall constitute an original and all of which constitute, collectively, one agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart. Delivery of an executed counterpart of this Agreement by facsimile or electronic transmission shall be equally as effective as delivery of an executed original counterpart and shall constitute a covenant to deliver an executed original counterpart, but the failure to do so shall not affect the validity, enforceability and binding effect of this Agreement. At the request of any party, any faxed counterpart shall be re-executed by each signatory party in an original form.

5. The undertakings contained in this Agreement shall be binding upon and inure to the benefit of the respective trustees, successors, legal representatives, heirs and assigns of Contractor, Lender, and Borrower.

IN WITNESS WHEREOF, the undersigned have executed this Agreement the day and year first above written.

CONTRACTOR:

CROSS CREEK GROUP, INC., an Alabama corporation

By: _____
Name: _____
Its: _____

BORROWER:


Phyllis R. Spruiell


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Shelby Cnty Judge of Probate, AL
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LENDER:

**THE STANLEY G. SPRUIELL TRUST, Dated
May 28, 1998**

By: 
Stanley M. Spruiell, Its Trustee

By: _____
David R. Spruiell, Its Trustee

By: _____
Laine H. Spruiell, Its Trustee

STATE OF ALABAMA)
 :
_____ COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____, whose name as _____ of **CROSS CREEK GROUP, INC.**, an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, _____ as such _____ and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

GIVEN under my hand and official seal this the _____ day of _____, 2014.

NOTARY PUBLIC

[SEAL]

My Commission Expires: _____

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **PHYLLIS R. SPRUIELL**, 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 said instrument, she executed the same voluntarily on the day the same bears date.

LENDER:

THE STANLEY G. SPRUIELL TRUST, Dated
May 28, 1998

By: _____
Stanley M. Spruiell, Its Trustee

By: David R. Spruiell
David R. Spruiell, Its Trustee

By: Laine H. Spruiell
Laine H. Spruiell, Its Trustee

STATE OF ALABAMA)
 :
_____ COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____, whose name as _____ of **CROSS CREEK GROUP, INC.**, an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, _____ as such _____ and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

GIVEN under my hand and official seal this the _____ day of _____, 2014.

NOTARY PUBLIC

[SEAL]

My Commission Expires: _____

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)


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Shelby Cnty Judge of Probate, AL
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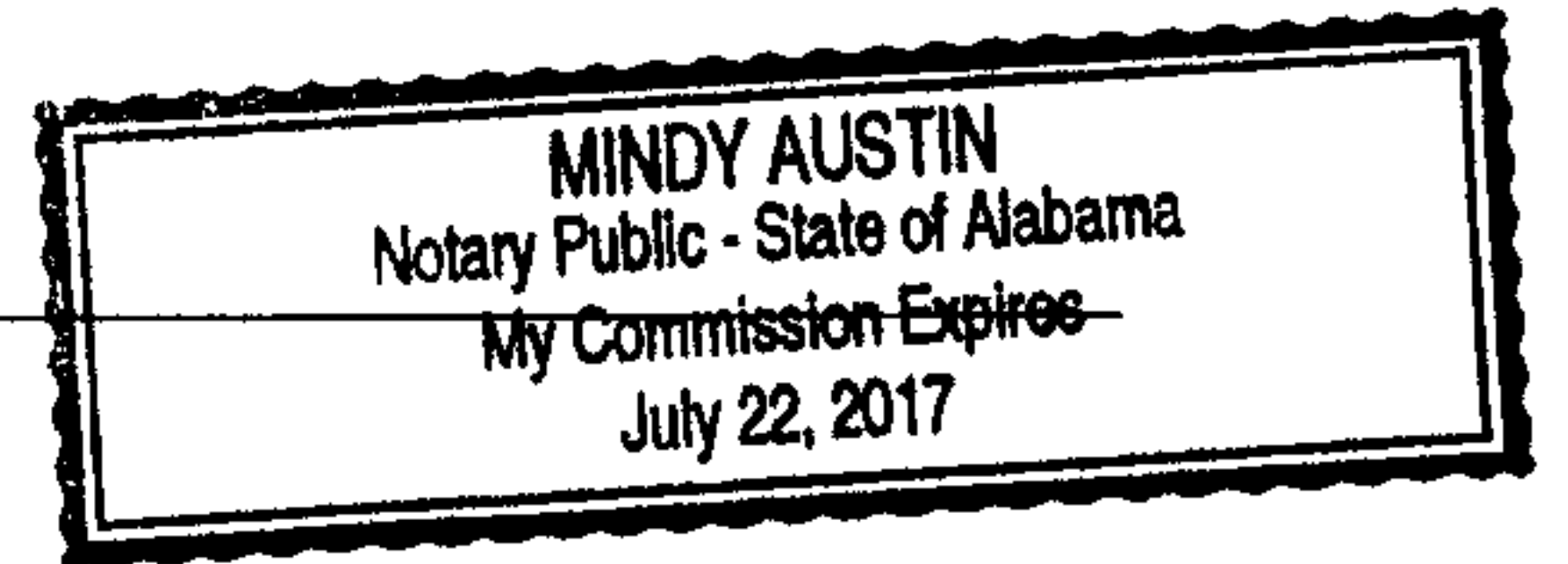
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **PHYLLIS R. SPRUIELL**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal this the 29th day of September, 2014.

Mindy Austin
Notary Public

[SEAL]

My Commission Expires: _____



STATE OF _____)
:)
_____ COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **STANLEY M. SPRUIELL**, whose name as a Trustee of **THE STANLEY G. SPRUIELL TRUST, Dated May 28, 1998**, 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 Trustee and with full authority, executed the same voluntarily for and as the act of said trust on the day the same bears date.

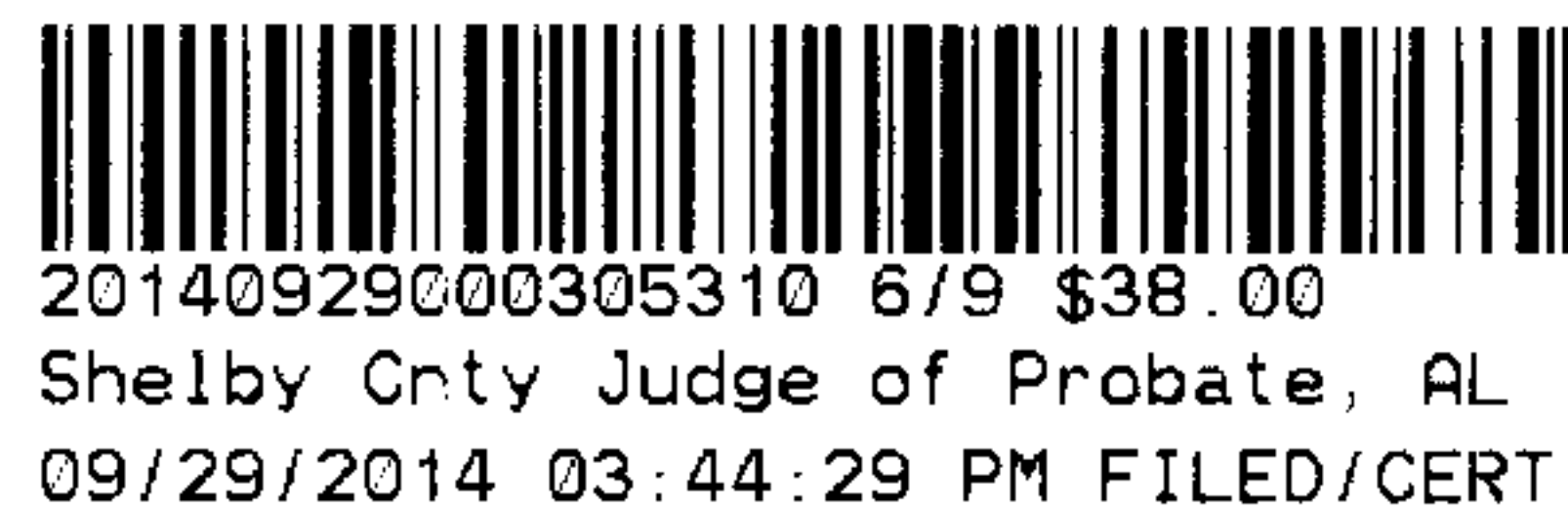
GIVEN under my hand and official seal this the _____ day of _____, 2014.

NOTARY PUBLIC

[SEAL]

My Commission Expires: _____

STATE OF ALABAMA)
:)
JEFFERSON COUNTY)



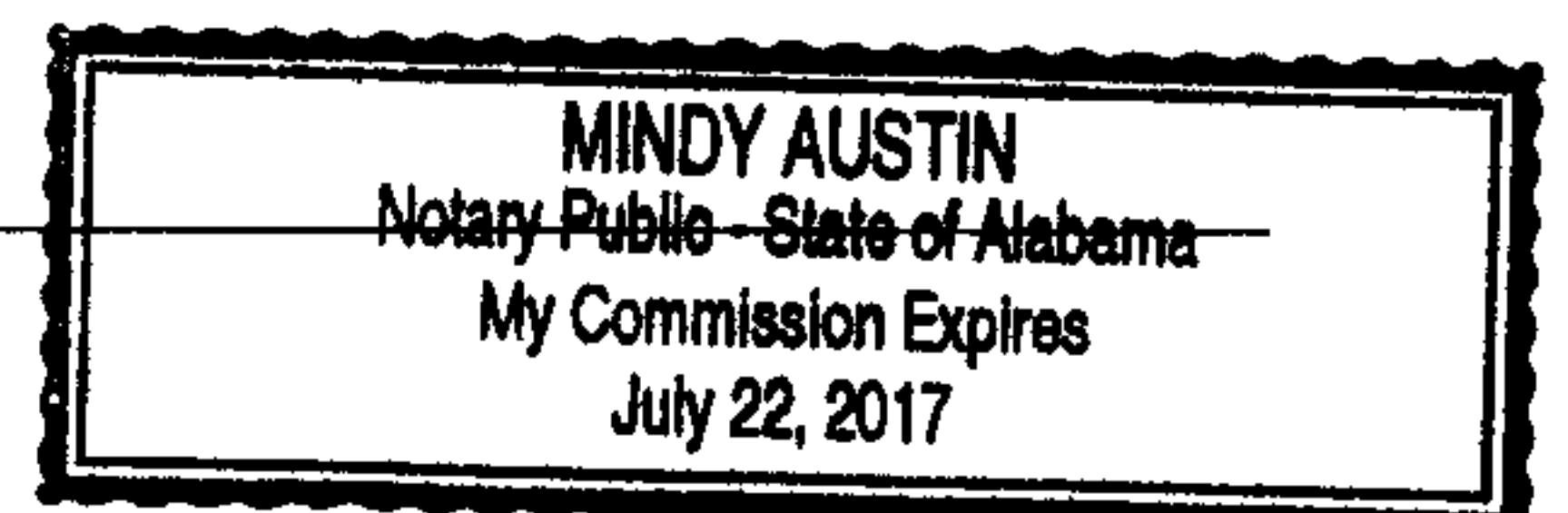
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **DAVID R. SPRUIELL**, whose name as a Trustee of **THE STANLEY G. SPRUIELL TRUST, Dated May 28, 1998**, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he as such Trustee and with full authority, executed the same voluntarily for and as the act of said trust on the day the same bears date.

GIVEN under my hand and official seal this the 29th day of September, 2014.

Mindy Austin
NOTARY PUBLIC

[SEAL]

My Commission Expires: _____



LENDER:

**THE STANLEY G. SPRUIELL TRUST, Dated
May 28, 1998**

By: _____
Stanley M. Spruiell, Its Trustee

By: _____
David R. Spruiell, Its Trustee

By: _____
Laine H. Spruiell, Its Trustee

STATE OF ALABAMA)
)
)
Shelby **COUNTY**)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Brett Bell, whose name as President of **CROSS CREEK GROUP, INC.**, an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he as such President and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

GIVEN under my hand and official seal this the 26th day of September, 2014.

NOTARY PUBLIC

MY COMMISSION EXPIRES FEBRUARY 25, 2018

My Commission Expires: _____

[SEAL]

STATE OF ALABAMA)
)
)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **PHYLLIS R. SPRUIELL**, 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 said instrument, she executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal this the 29th day of September, 2014.

Notary Public

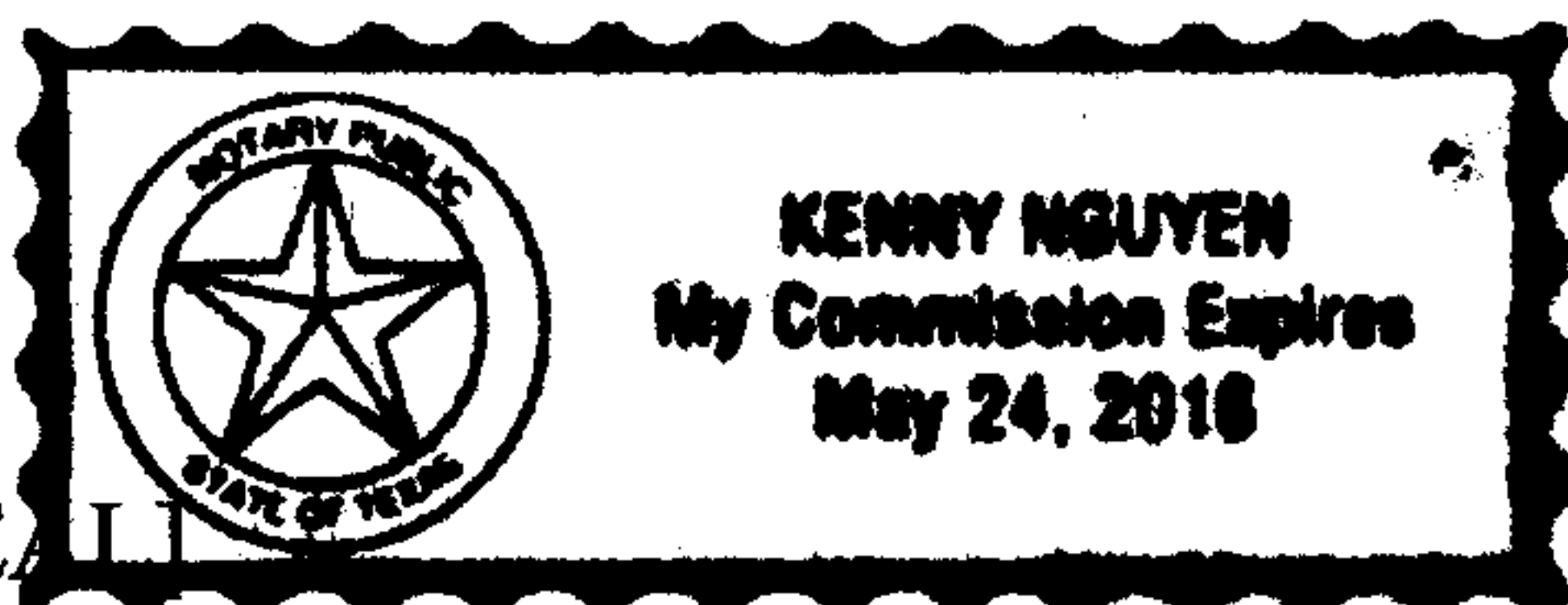
[SEAL]

My Commission Expires: _____

STATE OF Texas)
Dallas COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **STANLEY M. SPRUIELL**, whose name as a Trustee of **THE STANLEY G. SPRUIELL TRUST, Dated May 28, 1998**, 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 Trustee and with full authority, executed the same voluntarily for and as the act of said trust on the day the same bears date.

GIVEN under my hand and official seal this the 26 day of September, 2014.



[SEAL]

NOTARY PUBLIC

My Commission Expires: 5/24/16

STATE OF ALABAMA)
:)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **DAVID R. SPRUIELL**, whose name as a Trustee of **THE STANLEY G. SPRUIELL TRUST, Dated May 28, 1998**, 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 Trustee and with full authority, executed the same voluntarily for and as the act of said trust on the day the same bears date.

GIVEN under my hand and official seal this the _____ day of _____, 2014.

NOTARY PUBLIC

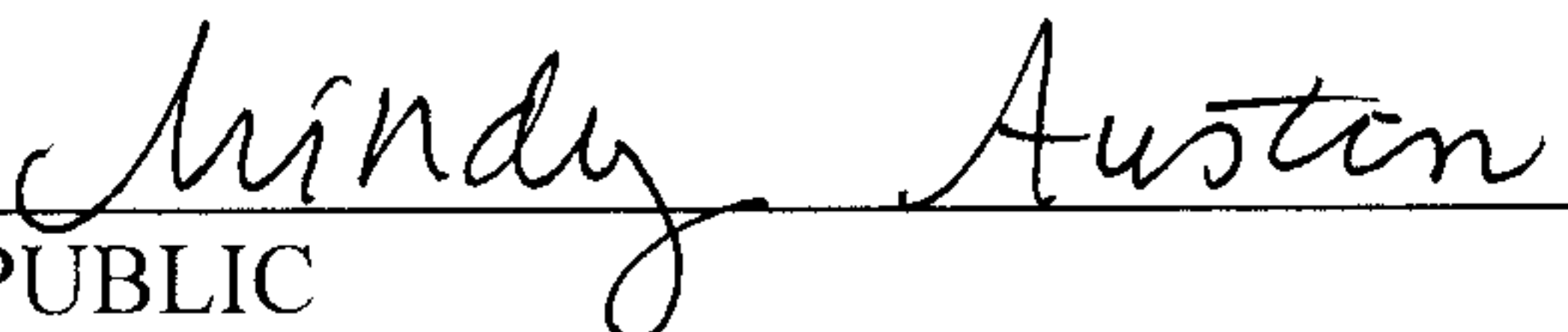
[SEAL]

My Commission Expires: _____

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **LAINÉ H. SPRUIELL**, whose name as a Trustee of **THE STANLEY G. SPRUIELL TRUST, Dated May 28, 1998**, 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 Trustee and with full authority, executed the same voluntarily for and as the act of said trust on the day the same bears date.

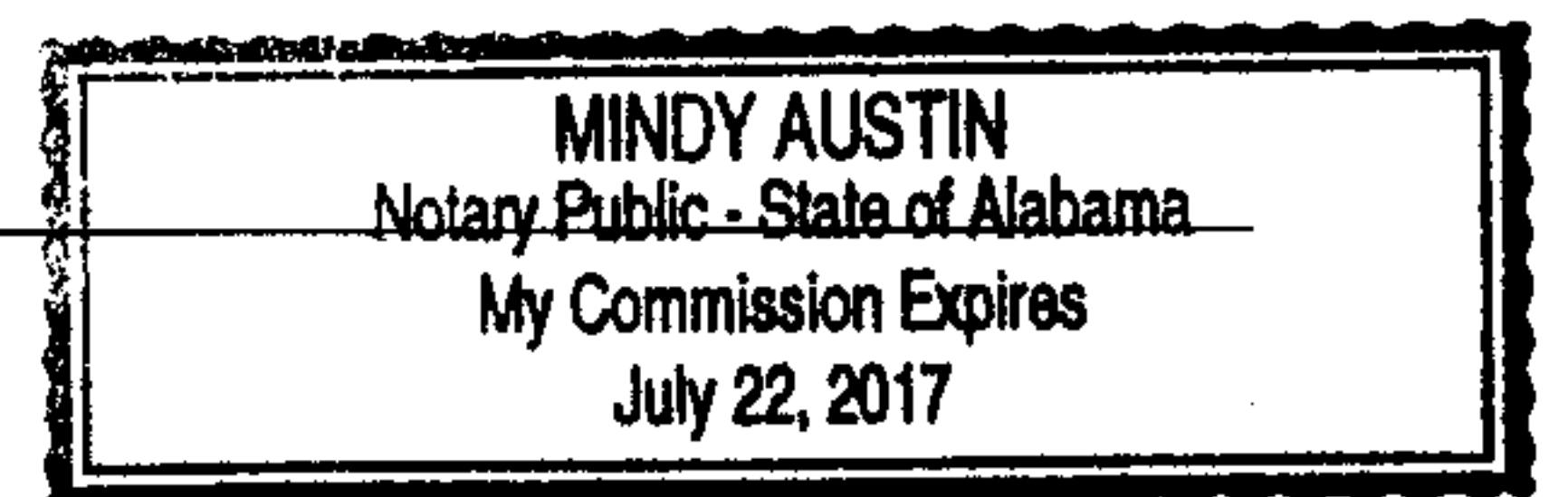
GIVEN under my hand and official seal this the 29th day of September, 2014.



NOTARY PUBLIC

[SEAL]

My Commission Expires:



Recording requested by, prepared by and return to:

Amy B. Nelson, Esq.
CABANISS, JOHNSTON, GARDNER,
DUMAS & O'NEAL LLP
2001 Park Place North, Suite 700
Birmingham, Alabama 35203


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