

*This Instrument Prepared By,
and After Recording Return To:*

William C. Byrd, II
Bradley Arant Boult Cummings LLP
1819 Fifth Avenue North
Birmingham, Alabama 35203
(205) 521-8262



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Shelby Cnty Judge of Probate, AL
01/24/2020 02:33:19 PM FILED/CERT

SUBORDINATION AGREEMENT

This SUBORDINATION AGREEMENT (the "Agreement") is entered into as of January 6, 2020 by and among **SERVISFIRST BANK**, an Alabama banking corporation ("Lender"), **THE VILLAGE AT HIGHLAND LAKES, LTD.**, an Alabama limited partnership ("VAHL, Ltd."), **THE VILLAGE AT HIGHLAND LAKES, INC.**, an Alabama corporation ("VAHL, Inc."), and **DOUGLAS D. EDDLEMAN**, an individual ("Mr. Eddleman", and together with VAHL, Ltd. and VAHL, Inc., collectively, "Existing Lienholder") and **EDDLEMAN RESIDENTIAL, LLC**, an Alabama limited liability company (the "Borrower").

WHEREAS, Borrower has obtained financing from Lender in the amount of \$2,500,000.00 (the "Loan") and has secured such loan from Lender by granting Lender a security interest in all the collateral listed in that certain Mortgage and Security Agreement dated of even date herewith from Borrower in favor of Lender to be recorded in the Office of the Judge of Probate of Shelby County, Alabama (the "Collateral"), which includes, without limitation, that certain real property located in Shelby County, Alabama more particularly described on Exhibit A hereto;

WHEREAS, as evidenced by that certain Mortgage and Security Agreement dated December 29, 2009 and recorded on January 4, 2010 in the Office of the Judge of Probate of Shelby County, Alabama as Instrument No. 20100104000001110, Existing Lienholder has a security interest in certain real property and other assets of the Borrower which also comprise a portion of the Collateral;

WHEREAS, Lender has provided the Loan to Borrower on the express condition that Existing Lienholder subordinates to Lender any and all interest which it may presently have or may hereafter acquire in and to the Collateral and the proceeds thereof, subject to the terms hereof; and

WHEREAS, Existing Lienholder is willing to subordinate the priority of its security interest in the Collateral in accordance with the terms of this Agreement.

NOW, THEREFORE, for ten dollars (\$10.00) in hand paid by Lender to Existing Lienholder, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Except as provided herein, Existing Lienholder hereby expressly and unconditionally subordinates and makes junior in all respects to Lender any and all right, title and security interest which

Existing Lienholder may presently hereafter acquire from Borrower in and to the Collateral, all accessions thereto and all proceeds thereof. Such subordination shall be effective regardless of the order or time of perfection or the filing of any mortgages, UCC-1 Financing Statements or other documents affecting the Collateral or the proceeds thereof.

2. Lender has provided such financial accommodations to Borrower in reliance upon this Agreement and, except as provided herein, this Agreement shall constitute a continuing subordination by Existing Lienholder of its security interest in the Collateral for as long as the Borrower is indebted to Lender and/or Lender is committed to provide financial accommodations to Borrower with respect to the Collateral. The respective priorities of Lender and Existing Lienholder in the other assets of Borrower which are not covered by this Agreement shall be determined in accordance with the provisions of the Uniform Commercial Code and other applicable laws.

3. Existing Lienholder shall copy Lender on any notices or correspondence that Existing Lienholder sends to Borrower.

4. Any notice required herein or by applicable law shall be deemed properly given (a) when personally delivered (to the person or department if one is designated below), (b) as of the delivery date shown on the return receipt when sent by United States Mail, certified or registered, postage prepaid, return receipt requested, or (c) one day after the date sent by Federal Express or overnight United States Mail or other national overnight carrier, and addressed in each such case as set forth below:

<i>If to the Borrower:</i>	Eddleman Residential, LLC 2700 US Highway 280, Suite 425 Birmingham, Alabama 35223
<i>If to the Existing Lienholder:</i>	c/o Douglas D. Eddleman 2700 US Highway 280, Suite 425 Birmingham, Alabama 35223
<i>If to the Lender:</i>	ServisFirst Bank 2500 Woodcrest Place Birmingham, Alabama 35209
<i>With a copy to:</i>	William C. Byrd, II, Esq. Bradley Arant Boult Cummings LLP 1819 Fifth Avenue North Birmingham, Alabama 35203

Any party may by notice given as herein provided change its address to another single address.

5. To the extent allowed by applicable law, the Borrower, Existing Lienholder and Lender, after consulting or having had the opportunity to consult with counsel, each knowingly, voluntarily and intentionally waive irrevocably, the right to trial by jury with respect to any legal proceeding based hereon, or arising out of, under or in connection with this Agreement or any other Agreement executed or contemplated to be executed in conjunction with this Agreement, or any course of conduct or course of dealing in which the Lender and the Existing Lienholder and/or the Borrower are adverse parties. This provision is a material inducement for the Lender granting any financial accommodation to the Borrower.

6. The obligations of the persons comprising the Existing Lienholder hereunder shall be joint and several.

7. This Agreement shall be delivered and accepted in and shall be deemed to be a contract made under and governed by the internal laws of the State of Alabama, and for all purposes shall be construed in accordance with the laws of such State, without giving effect to the choice of law provisions of such State.

8. Wherever 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, unenforceable or invalid under any jurisdiction, such provision shall as to such jurisdiction, be severable and be ineffective to the extent of enforceability of such provision in any other jurisdiction.

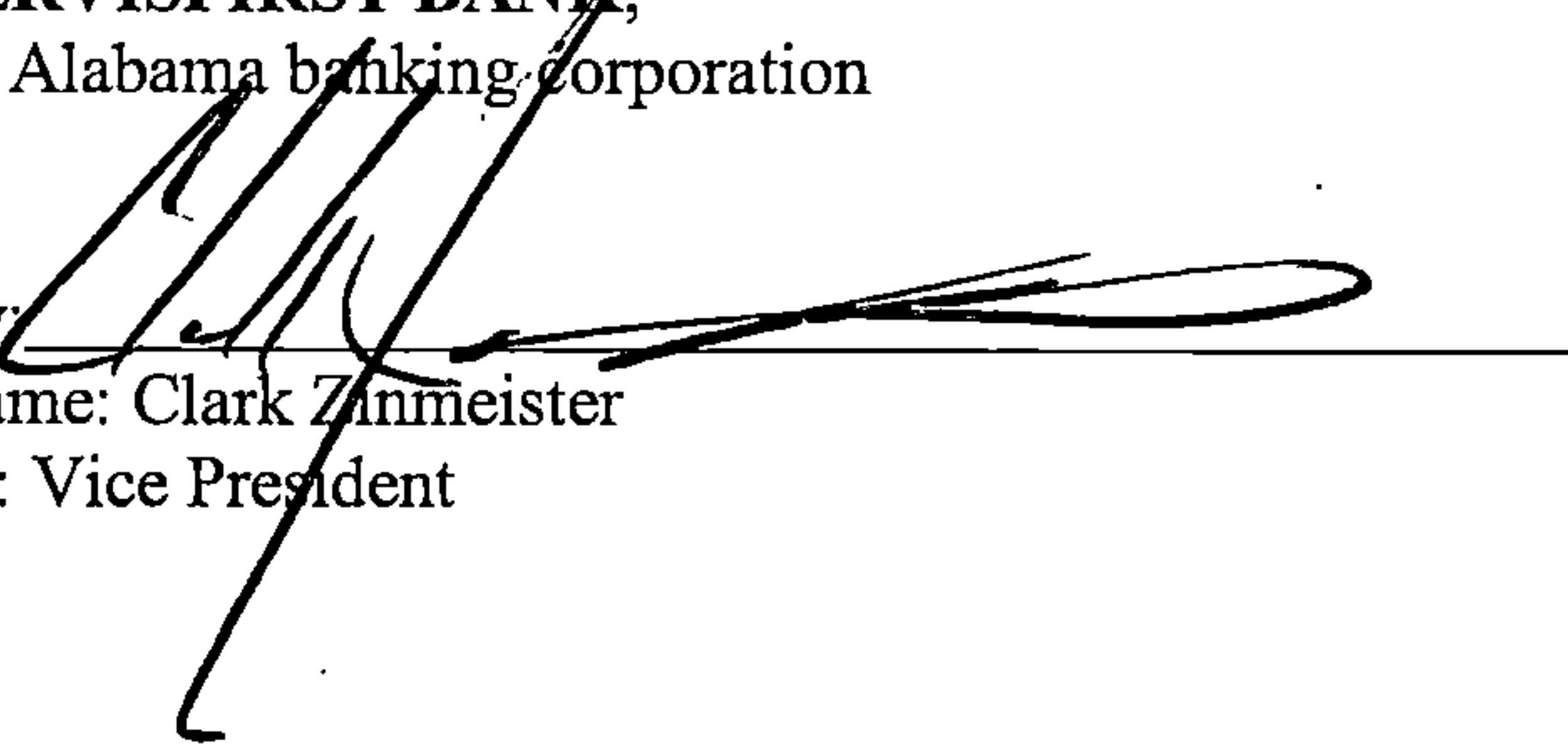
[Signature pages follow.]



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LENDER:

SERVISFIRST BANK,
an Alabama banking corporation

By: 
Name: Clark Zinmeister
Its: Vice President

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Clark Zinmeister, whose name as Vice President of ServisFirst Bank, an Alabama banking 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 this instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said banking corporation.

Given under my hand and official seal this the 6 day of January, 2020.




Notary Public

AFFIX SEAL

My commission expires: _____




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EXISTING LIENHOLDER:

THE VILLAGE AT HIGHLAND LAKES, LTD.,
an Alabama limited partnership

By: *Douglas D. Eddleman*
Name: *DOUGLAS D. EDDLEMAN*
Its: *PRESIDENT & CEO*

STATE OF ALABAMA)

Jefferson COUNTY)

Douglas D. Eddleman I, the undersigned, a Notary Public in and for said County in said State, hereby certify that whose name as *President* of The Village at Highland Lakes, Ltd., an Alabama limited partnership, 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/she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited partnership.


Given under my hand and official seal this the *6* day of *January*, 2020.

Tracy Meloni
Notary Public

AFFIX SEAL

My commission expires:




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THE VILLAGE AT HIGHLAND LAKES, INC.,
an Alabama corporation

By: [Signature]
Name: Douglas D. Eddleman
Its: President & CEO

STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Douglas Eddleman, whose name as President of The Village at Highland Lakes, 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 this instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 6 day of January, 2020.
[Signature]
Notary Public

AFFIX SEAL



My commission expires: _____



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DOUGLAS D. EDDLEMAN

STATE OF ALABAMA)
 COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Douglas D. Eddleman, 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, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 16 day of January, 2020.



Notary Public

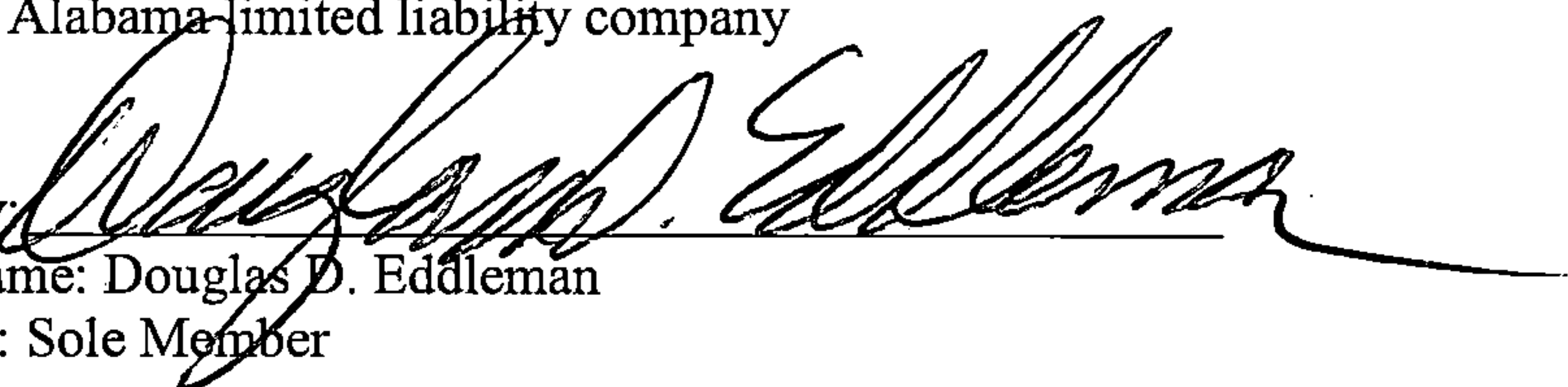
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BORROWER:

EDDLEMAN RESIDENTIAL, LLC,
an Alabama limited liability company

By: 
Name: Douglas D. Eddleman
Its: Sole Member

STATE OF ALABAMA)

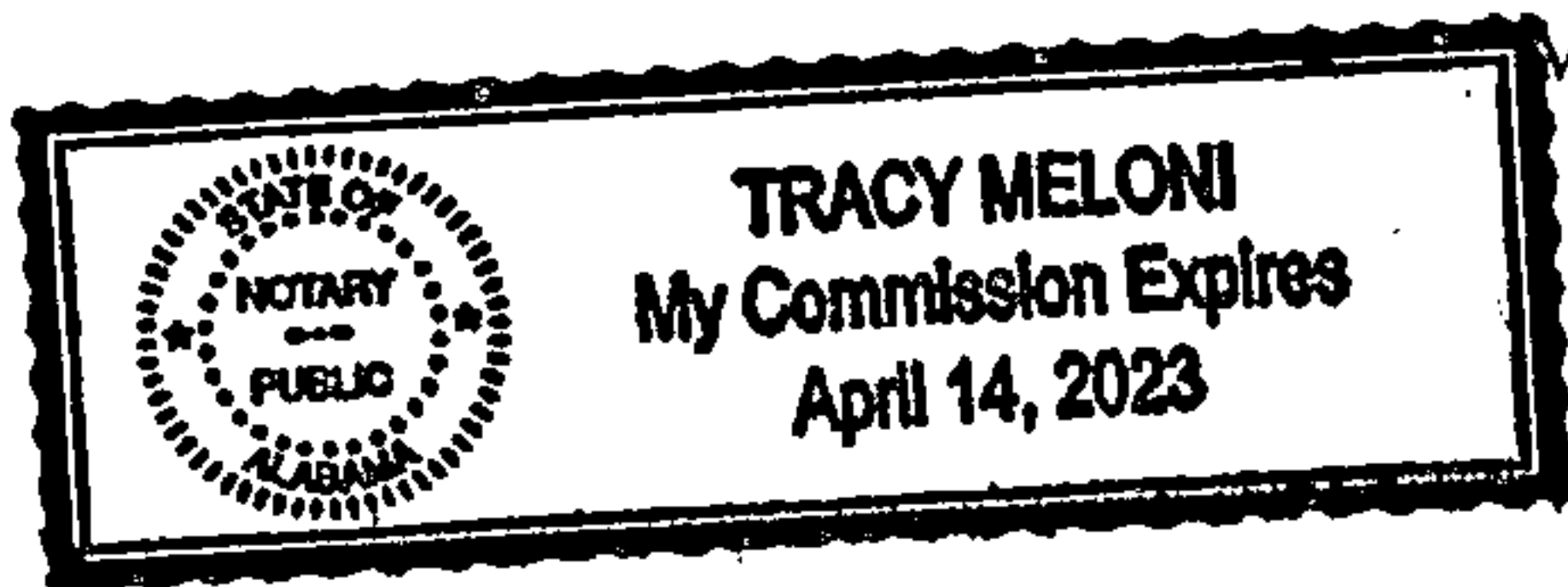
 COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Douglas D. Eddleman, whose name as Sole Member of Eddleman Residential, 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 this instrument, he/she, as such Sole Member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 6 day of January, 2020.


Notary Public

AFFIX SEAL



My commission expires: _____



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Exhibit A

Parcel I:

Lots 16, 17, 26 and 30, according to the 2nd Amendment to the Amended Map of The Village at Highland Lakes, Sector One, an Eddleman Community, as recorded in Map Book 38, Page 24 A-E, in the Office of the Judge of Probate of Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, Common Areas all as more particularly described in the Declaration of Easements and Master Protective Covenants for The Village at Highland Lakes, a Residential Subdivision, recorded as Instrument No. 20060421000186650 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for The Village at Highland Lakes, a Residential Subdivision, Sector One, recorded as Instrument No. 20060421000186670, in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").

Parcel II:

Lot 4-32, according to the Map and Survey of The Village at Highland Lakes Sector Four - English Village Neighborhood, as recorded in Map Book 44, Page 131, in the Office of the Judge of Probate of Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, Common Areas all as more particularly described in the Declaration of Easements and Master Protective Covenants for The Village at Highland Lakes, a Residential Subdivision, recorded as Instrument No. 20060421000186650 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for The Village at Highland Lakes, a Residential Subdivision, Sector Four, recorded as Instrument No. 20150430000142220, Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for the Village at Highland Lakes, a Residential Subdivision, Sector 4, as recorded in Instrument No. 20151230000442820, in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").

Parcel III:

Lots 509, 510, 511, 512, 513, 514, 516, 517, 519, 520, 521, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 536, 537, 538, 539, 540, 541, 542, 544, 545, 549, 551 and 552, according to the Map and Survey of The Village at Highland Lakes Phase Four, 5th Sector, English Village Neighborhood, as recorded in Map Book 50, Page 91 A and B, in the Office of the Judge of Probate of Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, Common Areas all as more particularly described in the Declaration of Easements and Master Protective Covenants for The Village at Highland Lakes, a Residential Subdivision, recorded as Instrument No. 20060421000186650 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for The Village at Highland Lakes, a Residential Subdivision, Sector Four, recorded as Instrument No. 20150430000142220, Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for the Village at Highland Lakes, a Residential Subdivision, Sector 4, as recorded in Instrument No. 20151230000442820, Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for the Village at Highland Lakes, a Residential Subdivision, Phase 4, 5th Sector, as recorded in Instrument No. 20190619000218780, in the Probate Office of Shelby

County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").

Parcel IV (The Village at Highland Lakes Phase 3):

Commence at the Northeast corner of Section 4, Township 19 South, Range 1 West, Shelby County, Alabama, thence run South 89 degrees 17 minutes 26 seconds West along the North line of said Section 4 for 244.34 feet; thence run South 00 degrees 42 minutes 34 seconds East for 39.64 feet to the point of beginning; thence run South 82 degrees 31 minutes 31 seconds West for 213.61 feet; thence run South 62 degrees 24 minutes 02 seconds West for 174.79 feet; thence run South 42 degrees 34 minutes 07 seconds West for 224.17 feet; thence run South 33 degrees 04 minutes 07 seconds West for 218.01 feet; thence run South 18 degrees 56 minutes 21 seconds West for 535.59 feet; thence run South 45 degrees 51 minutes 16 seconds West for 225.00 feet; thence run South 01 degrees 28 minutes 10 seconds East for 168.87 feet; thence run South 37 degrees 59 minutes 58 seconds East for 417.83 feet; thence run South 69 degrees 32 minutes 09 seconds East for 281.35 feet; thence run North 40 degrees 44 minutes 31 seconds East for 581.67 feet; thence run South 55 degrees 25 minutes 10 seconds East for 347.66 feet; thence run South 82 degrees 28 minutes 16 seconds East for 113.02 feet; thence run North 34 degrees 03 minutes 23 seconds East for 669.72 feet; thence run North 21 degrees 48 minutes 49 seconds East for 287.25 feet; thence run North 04 degrees 01 minutes 46 seconds East for 138.41 feet; thence run North 28 degrees 31 minutes 04 seconds East for 133.40 feet; thence run North 66 degrees 53 minutes 23 seconds West for 318.80 feet; thence run North 51 degrees 54 minutes 00 seconds West for 426.64 feet; thence run North 84 degrees 59 minutes 08 seconds West for 257.71 feet to the point of beginning.

Parcel V (The Village at Highland Lakes Phase 4 - 5th Sector - Proposed Lots 501, 502 and 503)

Commence at the Southeast corner of Section 4, Township 19 South, Range 1 West, Shelby County, Alabama, thence run South 89 degrees 25 minutes 46 seconds West along the South line of said Section 4 for 1331.46 feet to the Southwest corner of the Southeast Quarter of the Southeast Quarter of said Section 4; thence run North 00 degrees 35 minutes 46 seconds West along the West line of said Quarter-Quarter section for 2539.21 feet to the point of beginning; thence continue running North 00 degrees 35 minutes 46 seconds West along said Quarter-Quarter line for 512.94 feet; thence run South 53 degrees 41 minutes 01 seconds East for 415.71 feet to a non-tangent curve to the right, having a radius of 630.00 feet, a chord bearing of North 36 degrees 41 minutes 41 seconds East, and a chord length of 8.32 feet; thence run along said arc for 8.32 feet; thence run South 52 degrees 55 minutes 37 seconds East for 171.81 feet; thence run South 64 degrees 09 minutes 19 seconds East for 400.00 feet; thence run South 63 degrees 45 minutes 47 seconds East for 106.78 feet; thence run South 52 degrees 17 minutes 25 seconds East for 123.93 feet; thence run South 35 degrees 50 minutes 16 seconds East for 118.33 feet; thence run South 60 degrees 20 minutes 47 seconds West for 140.00 feet; thence run South 29 degrees 39 minutes 13 seconds East for 158.48 feet to a curve to the left, having a radius of 150.00 feet, a chord bearing of South 48 degrees 30 minutes 21 seconds East, and a chord length of 96.94 feet; thence run along said arc for 98.71 feet; thence run South 67 degrees 21 minutes 28 seconds East for 101.37 feet; thence run North 22 degrees 38 minutes 32 seconds East for 140.00 feet; thence run South 67 degrees 21 minutes 28 seconds East for 95.44 feet; thence run South 71 degrees 12 minutes 58 seconds East for 75.88 feet; thence run North 17 degrees 03 minutes 39 seconds East for 212.32 feet; thence run South 86 degrees 46 minutes 09 seconds East for 141.88 feet; thence run North 75 degrees 55 minutes 12 seconds East for 61.76 feet; thence run South 72 degrees 56 minutes 21 seconds East for 85.00 feet; thence run South 22 degrees 19 minutes 51 seconds East for 140.29 feet; thence run South 05 degrees 24 minutes 46 seconds West for 135.26 feet; thence run South 39 degrees 26 minutes 06 seconds West for 233.93 feet to a non-tangent curve to the left, having a radius of 295.00 feet, a chord bearing of North 68 degrees 54 minutes 25 seconds West, and a chord length of 185.67 feet; thence run along said arc for 188.88 feet; thence run North 87 degrees 14 minutes 56 seconds West for 100.12 feet to a curve to the right, having a radius of 290.00 feet, a chord bearing of

North 77 degrees 18 minutes 12 seconds West, and a chord length of 100.17 feet; thence run along said arc for 100.68 feet; thence run North 67 degrees 21 minutes 28 seconds West for 24.55 feet; thence run South 21 degrees 42 minutes 53 seconds West for 66.53 feet; thence run North 72 degrees 15 minutes 49 seconds West for 120.00 feet to a non-tangent curve to the right, having a radius of 420.00 feet, a chord bearing of North 18 degrees 51 minutes 05 seconds East, and a chord length of 16.35 feet; thence run along said arc for 16.35 feet; thence run North 70 degrees 02 minutes 01 seconds West for 60.00 feet; thence run North 71 degrees 00 minutes 33 seconds West for 115.01 feet; thence run North 71 degrees 06 minutes 59 seconds West for 41.05 feet; thence run North 71 degrees 06 minutes 59 seconds West for 55.34 feet; thence run South 06 degrees 49 minutes 44 seconds West for 322.33 feet; thence run South 06 degrees 26 minutes 15 seconds West for 60.01 feet; thence run North 82 degrees 43 minutes 50 seconds West for 16.02 feet; thence run South 07 degrees 16 minutes 10 seconds West for 125.00 feet; thence run North 82 degrees 43 minutes 50 seconds West for 63.00 feet; thence run North 79 degrees 10 minutes 13 seconds West for 81.58 feet; thence run North 65 degrees 39 minutes 08 seconds West for 91.29 feet; thence run North 50 degrees 52 minutes 42 seconds West for 91.29 feet; thence run North 59 degrees 14 minutes 07 seconds West for 75.14 feet; thence run North 10 degrees 56 minutes 23 seconds West for 514.54 feet; thence run North 12 degrees 20 minutes 36 seconds East for 160.05 feet; thence run North 25 degrees 50 minutes 41 seconds East for 55.02 feet; thence run North 58 degrees 26 minutes 41 seconds West for 100.50 feet; thence run North 75 degrees 45 minutes 37 seconds West for 160.91 feet to a non-tangent curve to the right, having a radius of 805.00 feet, a chord bearing of North 15 degrees 26 minutes 20 seconds East, and a chord length of 33.69 feet; thence run along said arc for 33.69 feet; thence run North 73 degrees 21 minutes 44 seconds West for 182.61 feet to the point of beginning.

Less and except those lots as shown on The Village at Highland Lakes Phase 4, 5th Sector, English Village Neighborhood, as recorded in Map Book 50, Page 91A and 91B, in the Office of the Judge of Probate of Shelby County, Alabama.

Parcel VI (The Village at Highland Lakes Phase 4 - 6th Sector)

Commence at the Southeast corner of Section 4, Township 19 South, Range 1 West, Shelby County, Alabama; thence run South 89 degrees 25 minutes 46 seconds West along the South line of said Section for 404.73 feet; thence run North 00 degrees 34 minutes 14 seconds West for 87.23 feet to the point of beginning; thence run South 89 degrees 25 minutes 46 seconds West for 469.82 feet; thence run North 00 degrees 34 minutes 14 seconds West for 536.81 feet; thence run North 14 degrees 38 minutes 05 seconds East for 810.08 feet; thence run South 82 degrees 04 minutes 39 seconds East for 153.87 feet to a point on the Westerly line of The Village at Highland Lakes Sector Four - English Village Neighborhood, as recorded in Map Book 44, Page 131, in the Probate Office of Shelby County, Alabama, and run along the Westerly line of said subdivision for the following described courses: thence run South 34 degrees 17 minutes 16 seconds East for 34.30 feet; thence run South 10 degrees 08 minutes 03 seconds West for 76.32 feet; thence run South 02 degrees 50 minutes 31 seconds West for 76.31 feet; thence run South 04 degrees 27 minutes 01 seconds East for 76.32 feet; thence run South 11 degrees 44 minutes 33 seconds East for 76.31 feet; thence run South 19 degrees 02 minutes 06 seconds East for 76.32 feet; thence run South 25 degrees 41 minutes 35 seconds East 71.22 feet; thence run South 27 degrees 11 minutes 01 seconds East for 127.63 feet; thence run South 07 degrees 26 minutes 25 seconds East for 135.60 feet; thence run South 20 degrees 22 minutes 29 seconds West for 148.82 feet; thence run South 71 degrees 00 minutes 15 seconds West for 25.33 feet; thence run South 04 degrees 49 minutes 12 seconds East for 189.29 feet to a non-tangent curve to the right, having a radius of 270.00 feet, a chord bearing of South 86 degrees 13 minutes 11 seconds West, and a chord length of 9.80 feet; thence run along said arc for 9.80 feet; thence run South 02 degrees 08 minutes 54 seconds East for 60.00 feet; to a non-tangent curve to the left, having a radius of 330.00 feet, a chord bearing of North 85 degrees 49 minutes 44 seconds East, and a chord length of 17.71 feet; thence run along said arc for 17.72 feet; thence run South 05 degrees 42

minutes 32 seconds for 120.00 feet; thence leaving the Westerly line of said subdivision run South 00 degrees 34 minutes 14 seconds East for 64.79 feet to the point of beginning.

Parcel VII (The Village at Highland Lakes Phase 4 - 7th Sector)

Commence at the Southeast corner of the Southeast Quarter of the Southeast Quarter of Section 4, Township 19 South, Range 1 West, Shelby County, Alabama, thence run South 89 degrees 25 minutes 46 seconds West along the South line of said Quarter-Quarter Section for 909.21 feet to the point of beginning; thence continue South 89 degrees 25 minutes 46 seconds West along said Quarter-Quarter Section line for 422.25 feet to the Southwest corner of said Quarter-Quarter Section; thence run North 00 degrees 35 minutes 46 seconds West along the West line of the Southeast Quarter of the Southeast Quarter and the Northeast Quarter of the Southeast Quarter for 2539.26 feet; thence run South 73 degrees 21 minutes 44 seconds East for 182.61 feet to a non-tangent curve to the left, having a radius of 805.00 feet, a chord bearing of South 15 degrees 26 minutes 20 seconds West, and a chord length of 33.69 feet; thence run along said arc for 33.69 feet; thence run South 75 degrees 45 minutes 37 seconds East for 160.91 feet; thence run South 58 degrees 26 minutes 41 seconds East for 100.50 feet; thence run South 25 degrees 50 minutes 41 seconds West for 55.02 feet; thence run South 12 degrees 20 minutes 36 seconds West for 160.05 feet; thence run South 10 degrees 56 minutes 23 seconds East for 514.54 feet; thence run South 10 degrees 56 minutes 23 seconds East for 115.46 feet; thence run South 39 degrees 59 minutes 39 seconds East for 102.96 feet; thence run South 42 degrees 11 minutes 07 seconds East for 121.17 feet; thence run South 15 degrees 25 minutes 21 seconds West for 161.59 feet; thence run South 16 degrees 38 minutes 45 seconds West for 290.36 feet; thence run South 01 degrees 47 minutes 02 seconds West for 128.47 feet; thence run South 34 degrees 44 minutes 53 seconds West for 103.70 feet; thence run South 08 degrees 07 minutes 43 seconds West for 194.08 feet; thence run South 07 degrees 02 minutes 41 seconds East for 386.79 feet; thence run South 00 degrees 34 minutes 14 seconds East for 141.27 feet to the point of beginning.

Parcel VIII (The Village at Highland Lakes Phase 4 - 8th Sector)

Commence at the Southeast corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 4, Township 19 South, Range 1 West, Shelby County, Alabama and run South 89 degrees 25 minutes 46 seconds West along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for 1331.46 feet to the Southwest corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section; thence run North 00 degrees 35 minutes 46 seconds West along the West line of the SE $\frac{1}{4}$ - SE $\frac{1}{4}$ and the NE $\frac{1}{4}$ - SE $\frac{1}{4}$ for 3052.13 feet to the point of beginning; thence continue running North 00 degrees 35 minutes 46 seconds West along the NE $\frac{1}{4}$ - SE $\frac{1}{4}$ for 338.84 feet; thence run North 89 degrees 24 minutes 14 seconds East for 67.78 feet; thence run South 74 degrees 18 minutes 41 seconds East for 169.56 feet; thence run South 42 degrees 15 minutes 12 seconds East for 325.84 feet; thence run North 46 degrees 47 minutes 44 seconds East for 23.28 feet; thence run North 40 degrees 26 minutes 30 seconds East for 84.80 feet; thence run North 58 degrees 21 minutes 44 seconds East for 110.09 feet; thence run North 40 degrees 05 minutes 16 seconds East for 136.54 feet; thence run North 28 degrees 20 minutes 32 seconds East for 156.92 feet; thence run North 70 degrees 36 minutes 46 seconds East for 160.07 feet to a non-tangent curve to the left, having a radius of 96.53 feet, a chord bearing of South 19 degrees 30 minutes 23 seconds East, and a chord length of 23.53 feet; thence run along said arc for 23.59 feet; thence run South 26 degrees 30 minutes 26 seconds East for 71.12 feet to a curve to the right, having a radius of 185.00 feet, a chord bearing of South 06 degrees 52 minutes 09 seconds East, and a chord length of 124.35 feet; thence run along said arc for 126.82 feet; thence run South 12 degrees 46 minutes 08 seconds West for 140.34 feet to a curve to the right, having a radius of 385.00 feet, a chord bearing of South 19 degrees 58 minutes 54 seconds West, and a chord length of 96.68 feet; thence run along said arc for 96.93 feet; thence run South 27 degrees 11 minutes 40 seconds West for 92.79 feet to a curve to the left, having a radius of 265.00 feet, a chord bearing of South 11 degrees 56 minutes 53 seconds West, and a chord length of 139.37 feet; thence run along said arc for 141.03 feet; thence run South 03 degrees 17 minutes 54 seconds

East for 23.32 feet; thence run South 86 degrees 42 minutes 06 seconds West for 160.90 feet; thence run South 53 degrees 02 minutes 12 seconds West for 168.63 feet; thence run South 25 degrees 50 minutes 41 seconds West for 67.88 feet; thence run North 64 degrees 09 minutes 19 seconds West for 49.14 feet; thence run North 52 degrees 55 minutes 37 seconds West for 171.81 feet to a non-tangent curve to the left, having a radius of 630.00 feet, a chord bearing of South 36 degrees 41 minutes 41 seconds West, and a chord length of 8.32 feet; thence run along said arc for 8.32 feet; thence run North 53 degrees 41 minutes 08 seconds West for 415.70 feet to the point of beginning.

Parcel IX (The Village at Highland Lakes TND Mixed Residential)

Commence at the Southwest corner of Section 3, Township 19 South, Range 1 West, Shelby County, Alabama; thence run North 89 degrees 31 minutes 05 seconds East along the South line of said Section 3 for 1050.93 feet to the point of beginning; thence run North 00 degrees 28 minutes 55 seconds West for 139.84 feet; thence run North 32 degrees 48 minutes 32 seconds East for 628.32 feet; thence run North 15 degrees 08 minutes 00 seconds East for 685.75 feet; thence run North 89 degrees 28 minutes 19 seconds East for 820.73 feet to a point on the West right of way line of Shelby County Highway No. 41 and the point of a non-tangent curve to the right, having a radius of 3372.02 feet, a chord bearing of South 21 degrees 48 minutes 23 seconds West, and a chord length of 241.33 feet; thence run along said arc and said road right of way for 241.38 feet; thence run South 23 degrees 51 minutes 25 seconds West along said road right of way for 1210.44 feet to a point on the South line of said Section 3; thence run South 89 degrees 31 minutes 05 seconds West along said South line for 759.80 feet to the point of beginning.



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