

**MUTUAL RELEASE OF ALL CLAIMS**

This Mutual Release of all Claims ("Mutual Release") is entered into, and shall be effective as of the 3 day of May, 2023 (the "Effective Date"), by and among;

Guardian Tax, AL, LLC ("Guardian"),

Beaumont Village, LLC ("BV"),

Beaumont Village Association, Inc. ("BVA"),

AVHCM Building, LLC ("AVHCM"),

Arbour Valley Development, LLC ("AV"),

Highland Commercial Mortgage, LLC ("HCM"), and

North Shelby Library District ("NSLD")

(collectively, "the Parties"). This Mutual Release is intended, among other things, to resolve, discharge, and release, with complete finality, any and all obligations by and between the Parties with respect to the matters described below, and to release each party from all claims which were or could have been brought in the action(s) described herein.

**RECITALS**

WHEREAS, on or about October 10, 2022, Plaintiff Guardian Tax AL, LLC filed a Complaint in the Shelby County, Alabama Circuit Court ("Complaint"), styled: "*Guardian Tax AL, LLC v. Beaumont Village, LLC, Creative Concrete, LLC, Synovous Bank, North Shelby Library District, AVHCM Building LLC, Arbor Valley Development, LLC, Highland Commercial Mortgage, LLC, and John Does 1-99, representing heirs, devisees, personal representative(s), successors, and/or assigns of Defendants who may claim an interest in the Property known as Parcel No. 10 1 01 0 001 003.056; any occupant of Parcel No. 10 1 01 0 001 003.056, Birmingham AL, 35242*", and assigned Case Number 58-CV-2022-900629.00 (hereafter "the subject lawsuit"),

alleging claims to ownership and damages relating to a parking lot and common elements of Beaumont, Village, LLC, a properly organized and registered business condominium association; and

WHEREAS, in response to the Complaint, Defendants Beaumont Village, LLC (“BV”), AVHCM Building, LLC (“AVHCM”), Arbour Valley Development, LLC (“AV”), Highland Commercial Mortgage, LLC (“HCM”), and North Shelby Library District (“NSLD”), appeared in response to the Complaint, and raised certain counterclaims and cross-claims relating to ownership of the common elements and related assessments due NSLD;

WHEREAS, while Beaumont Village Association, Inc. (“BVA”) was not named specifically as a party to the subject lawsuit and was never served, BVA would appear to arguably fall within the described fictitious parties mentioned within the style of the Complaint by Guardian, (as well as within paragraphs 15 and 17), and/or may constitute an indispensable party under Alabama law and the Alabama Rules of Civil Procedure as representative and/or owners of the parking lot at issue, and are therefore included within the term “Defendants” as used herein, and the other parties agree that BVA is a proper party to this mutual release; and

WHEREAS, the parties to this Agreement (specified below) have reached an agreement to settle the claims and recognize the need to terminate their claims against one another in a manner that provides clear and unequivocal title to the property at issue within the Complaint (including common elements);

NOW, THEREFORE, in consideration of the Settlement Payment, the mutual agreements contained herein, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, Guardian Tax AL, LLC, Beaumont Village, LLC (“BV”), Beaumont Village Association, Inc. (“BVA”), AVHCM

Building, LLC ("AVHCM"), Arbour Valley Development, LLC ("AV"), Highland Commercial Mortgage, LLC ("HCM"), and North Shelby Library District ("NSLD") with the intent to be legally bound, do hereby agree, promise and covenant as follows:

**1. Incorporation of Recitals.**

Each and every recital above is incorporated by reference as if fully set forth herein

**2. Capacity To Execute.**

Each person executing this Mutual Release represents and warrants that he, she or it is of legal age, is competent to enter into this Mutual Release, is relying on independent judgment and has not been influenced, pressured or coerced to any extent whatsoever in making this Mutual Release by any representations or statements made by other parties or by any person or persons representing other parties and that each person executing this Mutual Release is authorized to do so. Each person executing this Mutual Release further represents that he, she or it has authority to enter into this Mutual Release on behalf of the party for whom he or she signs, as well as on behalf of that Party's past, present and future heirs, executors, administrators, officers, directors, board members, partners, members, shareholders, agents, servants, assigns, subrogees, subsidiaries, parent corporations, affiliated companies, employees, personal representatives, attorneys, predecessors and/or successors in interest regardless of form, trustees in bankruptcy or otherwise, and any other representative or entity acting on behalf of, pursuant to, or by virtue of the rights of each.



**3. Settlement Payments and Additional Consideration.**

The Parties, without waiving or modifying any of their rights, agree that BV will pay the sum of sixty-nine thousand nine hundred sixty-seven dollars and fifty cents (\$69,967.50) to Guardian, as well as the sum of three thousand three hundred eighty-one dollars and eleven cents (\$3,381.11) to NSLD, on behalf of all Defendants and both Guardian and NSLD agree to accept a collectible and negotiable check drawn upon a defendant's attorney's trust account made payable to Guardian as payment, expressly conditioned on the check being paid in full upon presentment for payment. The payment to Guardian represents a full and complete satisfaction of any past, present and/or future obligations owed or alleged to be owed by any Defendant to Guardian, and the payment to NSLD represents a full and complete satisfaction of any past and current (but not future) obligations owed or alleged to be owed by any Defendant to NSLD, with respect to all claims, counterclaims and cross-claims, any other claims arising out of the same wrongful or other acts alleged by Guardian or NSLD, or arising out of any series of wrongful acts related to those alleged by Guardian or NSLD. Payment shall be made within seven (7) business days after this Mutual Release is fully executed. The only exception to this otherwise complete Release and Agreement is that all parties recognize that NSLD is entitled to future payments from the rightful owner(s) of the subject property, as further set out and described herein.

**4. No Admission of Liability Nor Precedential Value.**

The Parties acknowledge and agree that the Defendants' decisions to enter into or perform under this Mutual Release are not to be construed as an admission of any liability to or ownership interest by Guardian, nor to validate any claims asserted in the subject litigation. This Mutual Release represents the compromise of disputed claims and shall have no precedential value with

respect to whether the claims by Guardian against others have merit, nor whether the cross-claims or counterclaims do. Neither shall this Agreement have any bearing or be admissible as evidence (other than to enforce its terms, or to prove estoppel, satisfaction and accord, or the like) as to any other claims arising out of the same wrongful acts alleged in the subject litigation or arising out of any series of wrongful acts related to those alleged.

**5. Agreement.**

In exchange for the Settlement Payment, Guardian and NSLD, individually and collectively, for themselves, their officers, directors, members, board members, partners, agents, shareholders, servants, subrogees, affiliated companies, legal representatives, employees, assigns, heirs, personal representatives, predecessors and successors in interest regardless of form, insurers, subsidiaries, parent corporations, trustees in bankruptcy or otherwise, and any other representative or entity acting on behalf of, pursuant to, or by virtue of the rights of any of them, do hereby now and forever, mutually and unconditionally, release each other and discharge any obligations of the Defendants to Guardian or NSLD (except for those future obligations owed NSLD specifically noted above), any obligations of Defendants asserted in the subject lawsuit, and any other claims arising out of the wrongful acts alleged in the subject lawsuit, counterclaim or cross-claims, or arising out of any series of wrongful acts by the Defendants related to those alleged in the subject lawsuit.

In addition, the Parties to this Mutual Release understand and warrant that this Mutual Release shall operate as a fully binding and complete general release between them and all parties represented by or claiming through such parties for any claims asserted in the subject lawsuit and any other claims arising out of the wrongful acts alleged therein, and/or arising out of any series

of wrongful acts related to those alleged in the subject lawsuit, counterclaims and cross-claims.

This Mutual Release is not intended to inure to the benefit of any third parties, other than members of BVA, as owners and users of the parking lot, who would incidentally benefit by their membership in BVA.

**6. Agreed Clarification and Action to Be Taken As to Common Element and Other Ownership Claimed.**

It is the intent of all parties to end this litigation and all questions raised within the subject lawsuit, including with respect to property referred to within the Complaint. With respect to the “Common Elements” described, mentioned, implied or impacted by allegations within the subject lawsuit, Complaint, Counterclaims or any other filings within the Subject Lawsuit, and using the broadest, most current definition of the term “Common Elements” as it currently exists under the common law and statutes of Alabama as of April 1, 2023, the parties mutually and specifically agree that:

- a. No ownership of or in any common element exists other than as provided for in the applicable Declaration of Condominium and as allowed by Alabama law;
- b. The subject lawsuit alleges situations and facts which need to be addressed by this and other documents and filings, including:
  - i. An Order of Dismissal declaring the above: “hereafter, that no ownership of or in any common element exists other than as provided for in the applicable Declaration of Condominium and as



allowed by Alabama law,” which Order the Parties agree to draft and jointly motion the Court to enter;

- ii. Dismissal by Guardian of the Notice of Lis Pendens recorded Instrument 20221014000389520 in the Probate Office of Shelby County, Alabama, regarding a lawsuit concerning subject property styled Guardian Tax AL, LLC, under Case No. CV 2022-900629 in the Circuit Court of Shelby County, Alabama, and to be provided by Guardian to the grantee of the Quitclaim Deed for the recording of such dismissal and Release of the Lis Pendens in the Shelby County Probate Court; and
- iii. A Quit Claim Deed to be signed by Guardian and recorded by grantee in the appropriate venues, including the Shelby County Probate Court.

The obligations imposed on the Parties by this paragraph are ongoing and shall survive the consummation of the settlement.

## **7. Dismissal with Prejudice**

Consistent with the above and intent of this Agreement, the Parties agree to dismiss with prejudice the subject lawsuit, in the manner set out above. The Parties agree to execute all documents, pleadings and/or necessary instruments to execute this dismissal with prejudice, and the Parties further authorize their respective attorneys to execute these documents, pleadings and/or necessary instruments that need to be filed to effectuate the dismissal with prejudice of

these lawsuits and claims. Each Party further agrees and covenants that they will not further prosecute these lawsuits and claims.

**8. Jurisdiction.**

The laws of the State of Alabama shall govern this Mutual Release, unless pre-empted by any applicable federal law controlling the review of this Mutual Release.

**9. Counterparts.**

This Mutual Release may be signed in counterpart originals with the same force and effect as if signed in a single original document.

**10. Representations and Warranties.**

The Parties acknowledge, warrant and represent that:

- a. no representation of law or fact made by any of the other Parties or their attorneys, agent or representative has induced a party to execute the Mutual Release, and the Parties wholly disclaim any reliance on such representations in their execution of the Mutual Release;
- b. the Parties had the opportunity to seek and rely upon the advice of counsel in the negotiation and execution of this Mutual Release;
- c. the Parties may hereafter discover facts different from or in addition to those now known or believed to be true regarding the subject matter of this Mutual Release, and agree that this Mutual Release shall remain in full force and effect notwithstanding the existence or discovery of any such different or additional facts,



and waive the provisions of any statute, regulation, common law or equitable principle that would in any way operate to preclude this Mutual Release from being a full, final and complete agreement by and among the parties;

d. the Parties mutually drafted this Mutual Release, and therefore this Mutual Release shall not be construed more strictly against any party hereto;

e. this Mutual Release contains the entire agreement of the Parties on the subjects expressed herein, and is intended and shall be construed as an integrated agreement. Each Party understands, acknowledges and hereby represents and warrants that this Mutual Release supersedes any and all prior understandings, agreements, representations and/or promises, whether oral or written, which are not expressly set forth herein or expressly referred to in this Mutual Release; that no understanding, agreement, representation, warranty, promise or inducement has been made concerning the subject matter of this Mutual Release other than as set forth in this Mutual Release; and that each Party enters into this Mutual Release without any reliance whatsoever upon any understanding, agreement, representation, warranty or promise not set forth herein;

f. this Mutual Release shall be binding upon and inure to the benefit of the Parties hereto, jointly and severally, as well as on behalf of that Party's past, present and future heirs, executors, administrators, officers, directors, board members, partners, members, shareholders, agents, servants, assigns, subrogees, subsidiaries, parent corporations, affiliated companies, employees, personal representatives, attorneys, predecessors and/or successors in interest regardless of form, trustees in

bankruptcy or otherwise, and any other representative or entity acting on behalf of, pursuant to, or by virtue of the rights of each;

g. there are no third-party beneficiaries to this Mutual Release, other than members of BVA, as owners and users of the parking lot, who would incidentally benefit by their membership in BVA;

h. except as expressly set forth in this Mutual Release, it is expressly understood and agreed that each of the Parties makes no warranty, express or implied; and

i. While this Mutual Release shall be construed to constitute a complete dismissal of all claims and matters alleged in the litigation referred to and with respect to the property interests described in the Complaint, it shall have no applicability whatsoever to amounts otherwise owed among the parties, including but not limited to, amounts which may be owed based on statutes, municipal ordinances, pre-existing agreements or contracts, which amounts shall continue to be owed in the same manner as prior to execution of this Mutual Release.

#### **11. Severability.**

It is further agreed that in the event the whole or any part of the foregoing provisions of this Mutual Release is determined to be unenforceable under the laws of the jurisdiction in which enforcement is sought, such unenforceability shall not affect the validity and enforceability of the remaining provisions or portions thereof; provided, however, that if a provision or portion thereof is not valid and enforceable unless it is restrictively interpreted, the parties hereto shall be deemed

to have agreed upon the interpretation which maintains the validity and enforceability of that provision or portion thereof.

IN WITNESS WHEREOF, the undersigned have executed this Mutual Release.

\*\*\*SIGNATURE PAGES TO FOLLOW\*\*\*



**Guardian Tax, AL, LLC,**

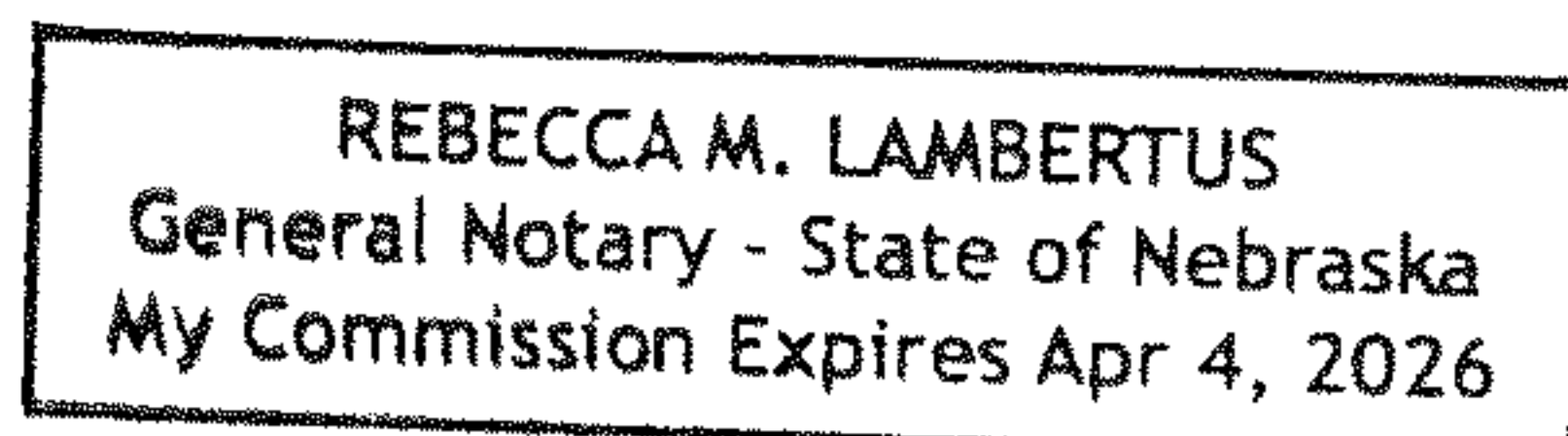
By: \_\_\_\_\_

As Its: \_\_\_\_\_

STATE OF Nebraska )  
COUNTY OF SARPY )

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Jared W. Hollinger, whose name as Authorized Agent of Guardian Tax, AL, LLC, is signed to the foregoing Release and who is known to me, acknowledged before me on this day, that, being informed of, and understanding the contents of said instrument, he/she/it, as such officer or representative and with full authority, executed the same voluntarily for and as the act of said company, on the day the same bears date.


Sworn to and subscribed before me this the 5<sup>th</sup> day of May, 2023.



Rebecca M. Lambertus  
Notary Public

My Commission Expires: Apr 4 2026

Beaumont Village, LLC

By: 

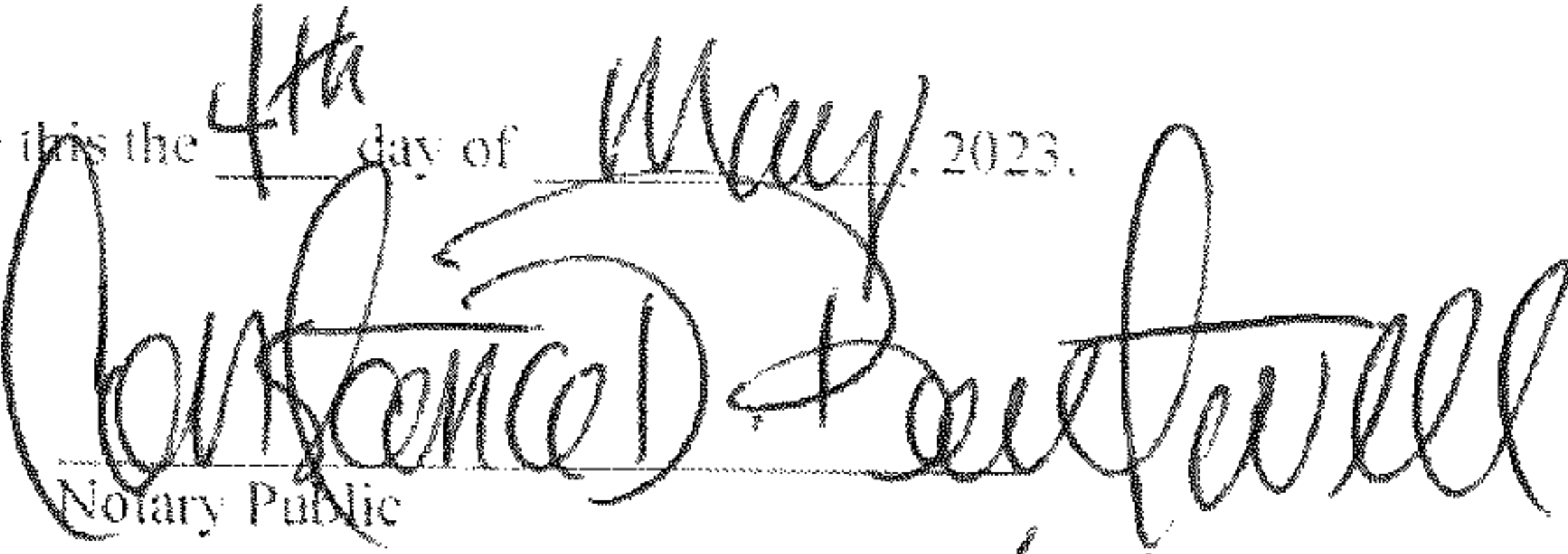
As Its: Managing Member

STATE OF Alabama  
COUNTY OF Shelby

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Mike Whitcomb whose name as Managing Member of Beaumont Village, LLC, is signed to the foregoing Release and who is known to me, acknowledged before me on this day, that, being informed of, and understanding the contents of said instrument, he/she/it, as such officer or representative and with full authority, executed the same voluntarily for and as the act of said company, on the day the same bears date.

Sworn to and subscribed before me this the 4th day of May, 2023.

CONSTANCE DAWN BOUTWELL  
Notary Public  
Alabama State at Large

  
Notary Public

My Commission Expires: 01-24-2026

Beaumont Village Association, Inc.,

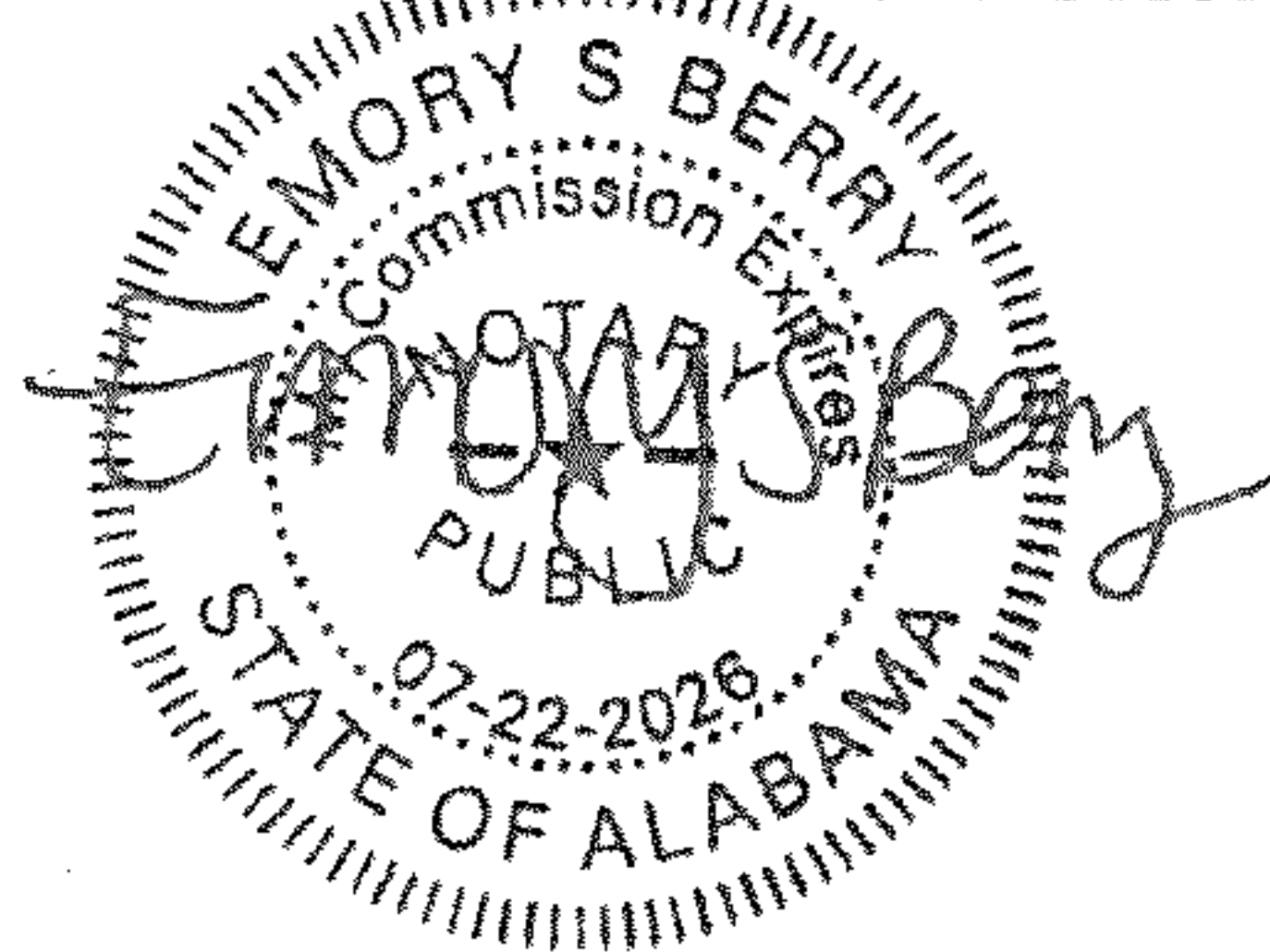
By: Max Blalock

As Its: PRESIDENT

STATE OF Alabama  
COUNTY OF Shelby

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Max Blalock, whose name as PRESIDENT of Beaumont Village Association, Inc. is signed to the foregoing Release and who is known to me, acknowledged before me on this day, that, being informed of, and understanding the contents of said instrument, he/she/it, as such officer or representative and with full authority, executed the same voluntarily for and as the act of said company, on the day the same bears date.

Sworn to and subscribed before me this the 12 day of May, 2023.



Emory S Berry  
Notary Public

My Commission Expires: 7-22-2026



AVHCM Building, LLC,

By: [Signature]

As Its:

MANAGING MEMBER

STATE OF

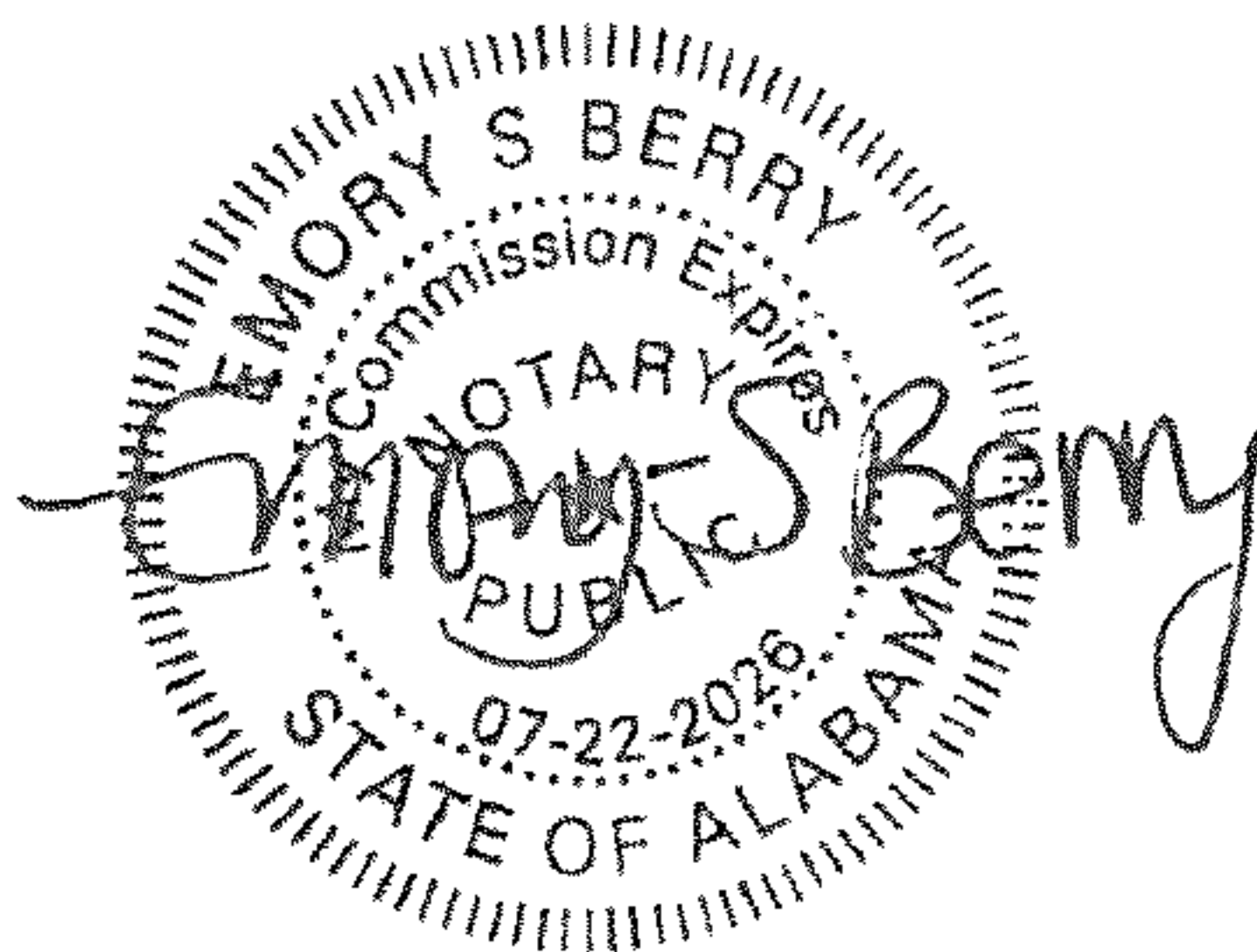
Shelby Alabama

COUNTY OF

Shelby

I, the undersigned, a Notary Public in and for said County and State, hereby certify that John "Chip" Moore, whose name as Managing Member of AVHCM Building, LLC, is signed to the foregoing Release and who is known to me, acknowledged before me on this day, that, being informed of, and understanding the contents of said instrument, he/she/it, as such officer or representative and with full authority, executed the same voluntarily for and as the act of said company, on the day the same bears date.

Sworn to and subscribed before me this the 12 day of May, 2023.



Emory S Berry  
Notary Public

My Commission Expires: 7-22-2026

Arbour Valley Development, LLC,

By: *[Signature]*

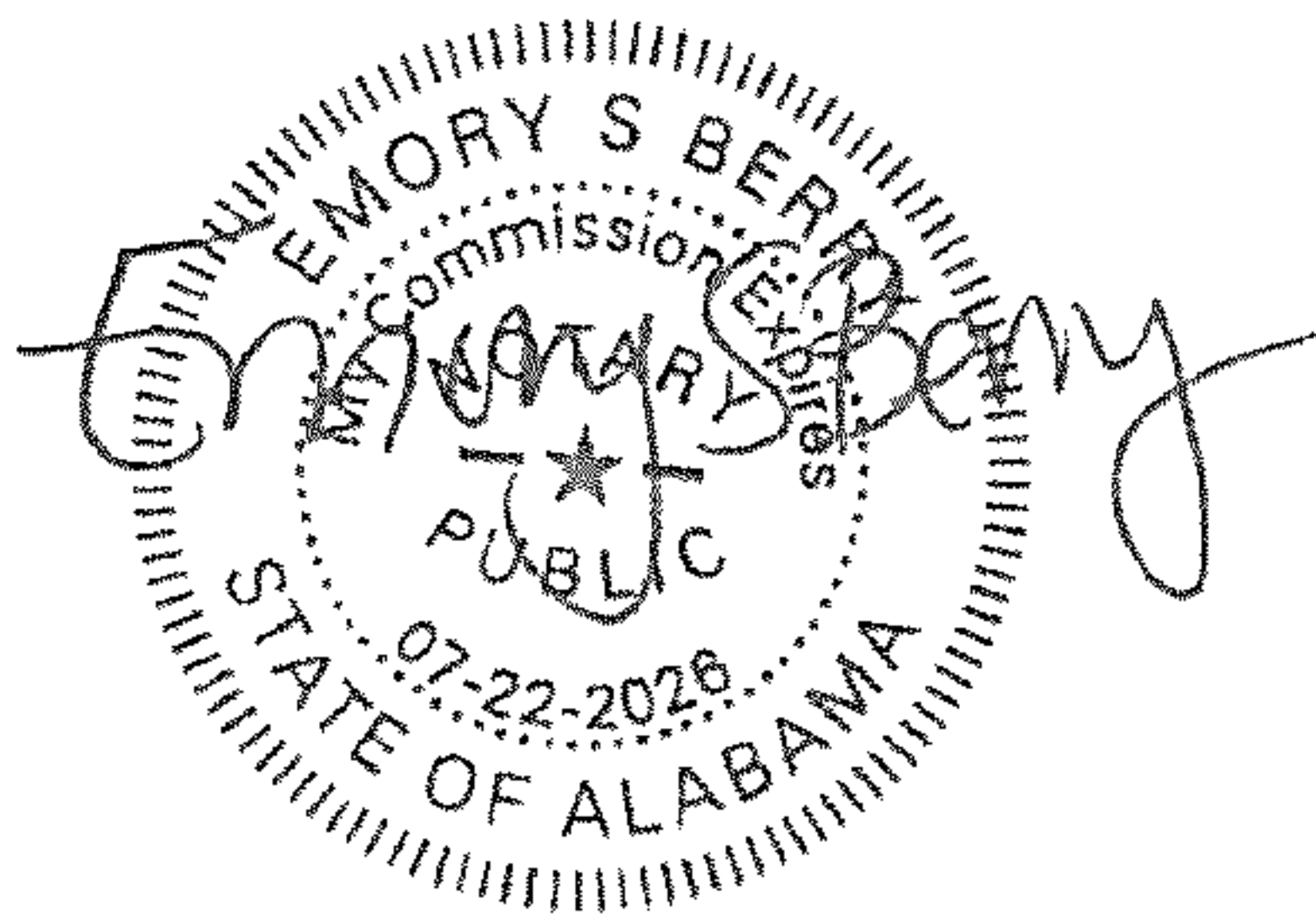
As Its: MANAGING MEMBER

STATE OF Alabama

COUNTY OF Shelby

I, the undersigned, a Notary Public in and for said County and State, hereby certify that John "Chip" Moore, whose name as Managing Member of Arbour Valley Development, LLC, is signed to the foregoing Release and who is known to me, acknowledged before me on this day, that, being informed of, and understanding the contents of said instrument, he/she/it, as such officer or representative and with full authority, executed the same voluntarily for and as the act of said company, on the day the same bears date.

Sworn to and subscribed before me this the 12 day of May, 2023.



Emory S Berry  
Notary Public

My Commission Expires: 7-22-2026

Highland Commercial Mortgage, LLC,

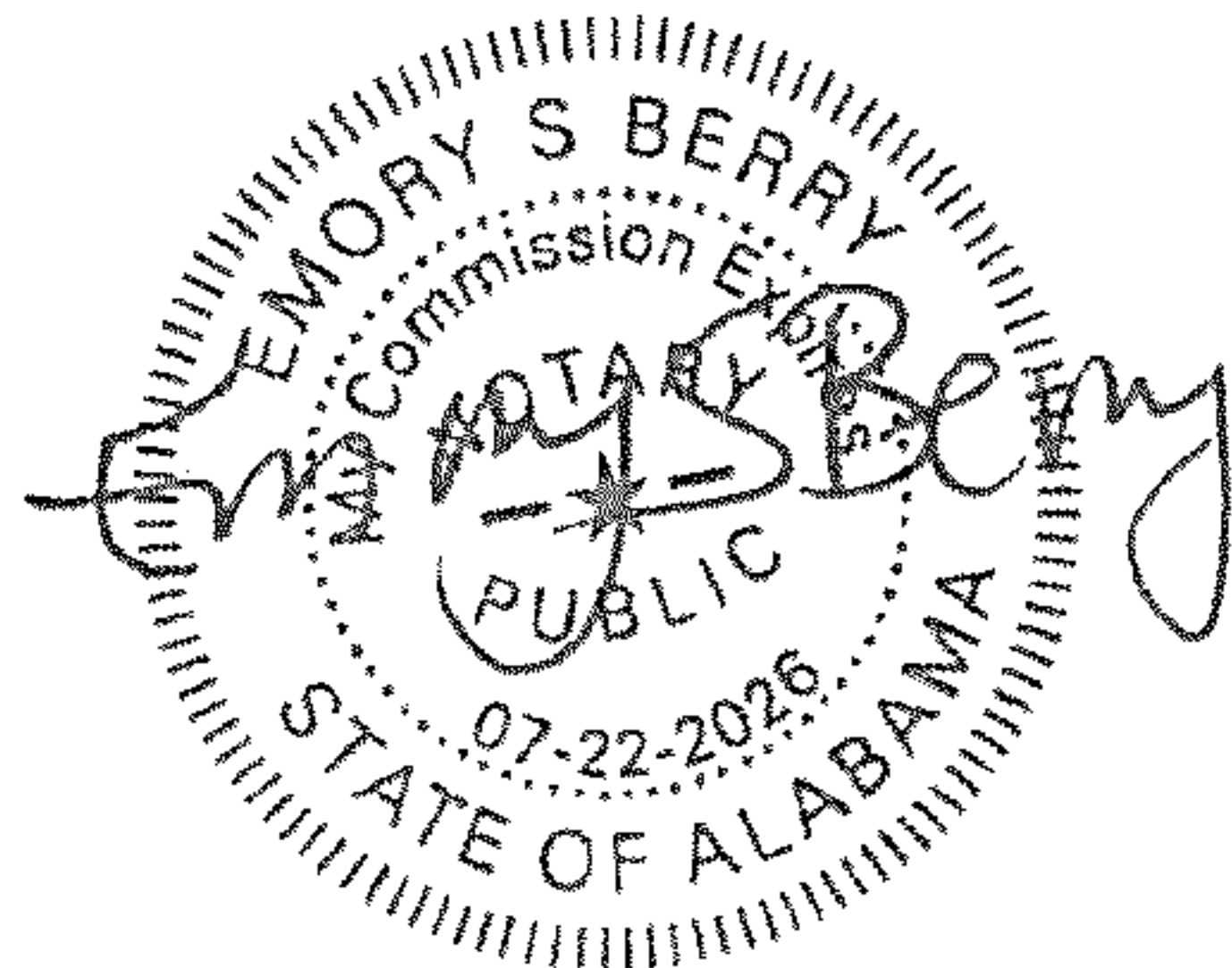
By: [Signature]

As Its: President

STATE OF Alabama  
COUNTY OF Shelby

I, the undersigned, a Notary Public in and for said County and State, hereby certify that John 'Chia' Moore, whose name as President of Highland Commercial Mortgage, LLC, is signed to the foregoing Release and who is known to me, acknowledged before me on this day, that, being informed of, and understanding the contents of said instrument, he/she/it, as such officer or representative and with full authority, executed the same voluntarily for and as the act of said company, on the day the same bears date.

Sworn to and subscribed before me this the 12 day of May, 2023.



Emory S Berry  
Notary Public

My Commission Expires: 7-22-2026



North Shelby Library District, a public corporation

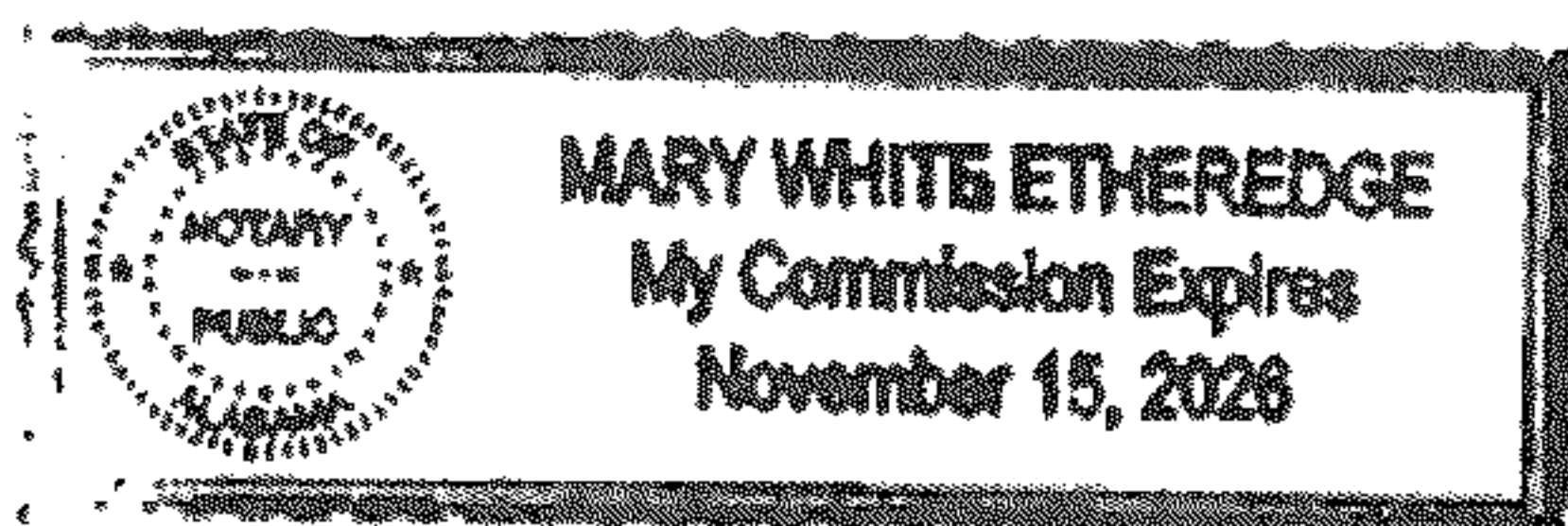
By: Kay Kelley

As Its: President

STATE OF Alabama )  
COUNTY OF Shelby )

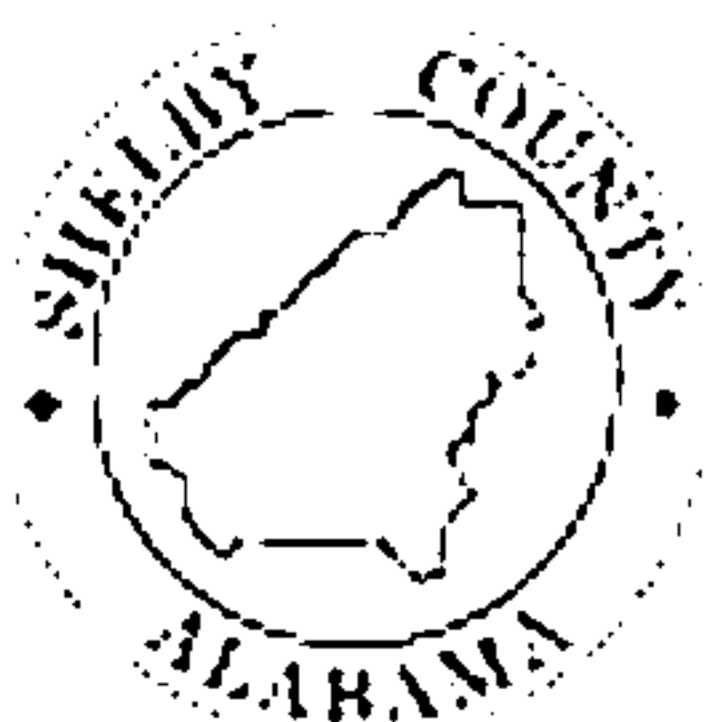
I, the undersigned, a Notary Public in and for said County and State, hereby certify that Kay Kelley, whose name as President of North Shelby Library District, is signed to the foregoing Release and who is known to me, acknowledged before me on this day, that, being informed of, and understanding the contents of said instrument, he she it, as such officer or representative and with full authority, executed the same voluntarily for and as the act of said company, on the day the same bears date.

Sworn to and subscribed before me this the 3<sup>rd</sup> day of May, 2023.



[Signature]  
Notary Public

My Commission Expires November 15, 2026



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
02/15/2024 03:15:33 PM  
\$83.00 BRITTANI  
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Allen S. Bayl