



20240729000231860 1/25 \$94.00  
Shelby Cnty Judge of Probate, AL  
07/29/2024 10:13:37 AM FILED/CERT

MORTGAGE Book 2024 Page 30699

Recorded: 5/24/2024 10:49:48 AM  
Ward D. Robertson, III, Probate Judge  
Tuscaloosa County, Alabama  
Term/Cashier: PRO-RECORDING9/sfreeman  
Tran: 90703  
Probate Judge Fee \$2.00  
Recording Fee - By Page Count \$69.00  
Source of Title \$1.00  
Additional Name Fee \$2.00  
Total: \$74.00

This Document Prepared By  
and After Recording Return To:

Sean T. Maloney  
Chapman and Cutler LLP  
320 South Canal Street  
Chicago, Illinois 60606

RPB Book:2024 Page:4641  
I certify this instrument was filed  
6/26/2024 4:13:19 PM  
Judge of Probate  
Stephanie W. Kemmer  
Bibb County, AL  
24 Page(s)  
Total: \$78.50

County Division Code: AL040  
Inst. # 2024067641 Pages: 1 of 24  
I certify this instrument filed on  
7/19/2024 12:38 PM Doc: AGREE  
Judge of Probate  
Jefferson County, AL. Rec: \$85.00

Clerk: CRONANL

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USE ONLY

#### SUBORDINATION AGREEMENT

This **SUBORDINATION AGREEMENT** (hereinafter referred to as the "*Agreement*") is made as of May 16, 2024, by and between **CHEVRON U.S.A. INC.**, a Pennsylvania corporation, solely in its capacity as Subordinated Lender (defined below), having an office at 1400 Smith Street, Houston, Texas 77002, and **CAPITAL ONE, NATIONAL ASSOCIATION**, a national banking association, as Administrative Agent (as defined below), having an office at 1680 Capital One Drive, McLean, Virginia 22102 (hereinafter referred to as the "*Senior Lender*").

**Kent Store Development, LLC**, a Delaware limited liability company (the "*Borrower*"), entered into that certain Credit Agreement, dated as of January 12, 2024 (as the same has been and may be amended, modified or restated from time to time, the "*Subordinated Credit Agreement*"; and together with any promissory note issued in connection therewith, or substitution or replacement therefor or in extension or renewal thereof, whether in whole or in part, as any of the foregoing may from time to time be modified or amended, the "*Subordinated Documents*"), with Chevron U.S.A. Inc. as Lender (in such capacity, the "*Subordinated Lender*"), providing for loans in the original principal amount of \$42,200,000 and secured by the mortgages recorded in RPB Book 2024, page 1188, and re-recorded in RPB Book 2024, Page 2666, in the Office of the Judge of Probate for Bibb County, Alabama; Instrument Number 2024021590, in the Office of the Judge of Probate for Jefferson County, Alabama; Mortgage Book 2024, Page 5558, in the Office of the Judge of Probate for Tuscaloosa County, Alabama; and Instrument Number 20240411000103530, in the Office of the Judge of Probate for Shelby County, Alabama. The Borrower has requested that the lenders (collectively, the "*Lenders*" and individually, the "*Lender*") which are parties to that certain Credit Agreement dated as of May 16, 2024, with Capital One, National Association, as administrative agent for the Lenders (the "*Administrative Agent*"), and as the same has been and may be amended, modified or restated from time to time (the "*Credit Agreement*"), maintain and/or extend credit from time to time to the Borrower and the Lenders have indicated their

Subordination Agreement (1)  
4438602

Mortgage recorded in Mortgage book 2024 page 30665





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willingness to do so only if, among other things, the Subordinated Lender agrees that the Subordinated Indebtedness (as defined below) and the Subordinated Lender's right to receive payments thereon be junior and subordinated to the prior payment in full of all indebtedness, obligations, and liabilities of the Borrower owing to the Administrative Agent, the Lenders, and their Affiliates under the Credit Agreement and other Loan Documents pursuant to this Agreement. All capitalized terms used herein without definition shall have the same meaning herein as such terms are defined in the Credit Agreement.

In consideration of loans made or to be made, credit given or to be given, or other financial accommodations afforded or to be afforded to the Borrower, herewith or at any time or from time to time hereafter, on such terms as may be agreed upon between the Lenders and the Borrower, the Subordinated Lender agrees that all indebtedness, obligations, and liabilities evidenced by, or arising out of or otherwise relating to the Subordinated Documents, whether now existing or hereafter arising (hereinafter collectively called "*Subordinated Indebtedness*"), shall, subject to the terms and conditions contained herein, be and remain junior and subordinate to the prior payment in full in cash (or cash equivalents acceptable as such to the holders of the relevant Senior Indebtedness as hereinafter defined) of all indebtedness, obligations, and liabilities of the Borrower to the Administrative Agent and the Lenders, and their respective Affiliates under the Credit Agreement and other Loan Documents, whether now existing or hereafter arising, and whether direct or indirect, secured or unsecured, absolute or contingent, joint or several or joint and several, and howsoever owned, held or acquired, including, without limitation, all Obligations (including Secured Cash Management Obligations and Secured Rate Contract Obligations) as such terms are defined in the Credit Agreement and all post-petition interest in a bankruptcy or similar proceeding whether or not allowed (hereinafter collectively called "*Senior Indebtedness*"). For purposes hereof, Senior Indebtedness shall include any and all indebtedness, obligations and liabilities of the Borrower for, or in connection with, money borrowed or other financial accommodations extended, the proceeds of which are applied to refinance in full all Senior Indebtedness owed to the Administrative Agent, the Lenders, and their Affiliates. After any such refinancing in full, each reference herein to the Administrative Agent, the Lenders, and their Affiliates shall be deemed a reference to the bank(s), lender(s) or other financial institution(s) lending such monies or extending to the Borrower such financial accommodations.

Without limiting the generality of the foregoing, the Subordinated Lender further agrees with the Administrative Agent and the Lenders as follows:

1. So long as any Senior Indebtedness (other than indemnification obligations for which no claim has been asserted) shall remain outstanding and unpaid or the Lenders have any obligation to extend credit to the Borrower under the Credit Agreement, no payment shall be made on Subordinated Indebtedness (notwithstanding the expressed maturity or any time for the payment of any Subordinated Indebtedness, whether for principal, interest, or otherwise) except with the Administrative Agent's prior written consent and the Subordinated Lender will take no steps, whether by suit or otherwise, to compel or enforce the collection of Subordinated Indebtedness, nor will the Subordinated Lender use Subordinated Indebtedness by way of counterclaim, set-off, recoupment or otherwise so as to diminish, discharge or otherwise satisfy in whole or in part any indebtedness or liability of the Subordinated Lender to the Borrower, whether now existing or hereafter arising and howsoever evidenced; *provided, however*, that (a) the Borrower may pay





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interest on Subordinated Indebtedness accrued to and payable on the date of any such payment so long as (i) the interest is required to be paid pursuant to Section 2.04(c)(ii) of the Subordinated Credit Agreement, (ii) the Borrower shall not be in default in the payment of principal or interest on Senior Indebtedness, (iii) the Borrower has not received written notice from the Administrative Agent or the Lenders that some other default has occurred and is continuing under any promissory note or agreement pertaining to Senior Indebtedness or any collateral security therefor, and (iv) an Insolvency Proceeding has not occurred, and (b) at any time, subject to applicable law, the Subordinated Lender may offset any credits or incentive payments due the Borrower, or the reimbursement of any incentive payments from the Borrower to the Subordinated Lender, in each case, pursuant to any Supply Agreement (as defined below), to the Subordinated Indebtedness in whole or partial satisfaction thereof. Other than offsets related to Supply Agreements described in the foregoing sentence, the Borrower shall not make, nor shall the Subordinated Lender accept, any whole or partial prepayments or accelerated or rescheduled payments of principal or interest on the Subordinated Indebtedness without the prior written consent of the Administrative Agent. "Supply Agreements" means any contractual, license and related rights and agreements (including agreements that provide for incentives based on volume purchases) with Chevron U.S.A. Inc. or an Affiliate thereof pursuant to which one or more of Borrower or its subsidiaries has the right to use trademarks and intellectual property of others in connection with a branded product, and/or obtain branded supplies or fuel. For the avoidance of doubt, this Agreement does not subordinate or otherwise apply to payments by the Borrower under the Supply Agreements or any equity documents to which Chevron U.S.A. Inc. or its Affiliates may be a party.

2. The Subordinated Lender agrees that any security interests in and/or liens on any collateral the Subordinated Lender may have or hereafter acquire for Subordinated Indebtedness (including but not limited to the Subordinated Lender's lien on the property described on **Exhibit A** attached hereto and made a part hereof, together with all buildings and improvements thereon and all rents, issues and profits therefrom) are and shall be absolutely and unconditionally subject and subordinate in all respects to any security interest and/or lien which the Senior Lender may have or hereafter acquire in the same collateral (such collateral that is subject to a security interest and/or lien of both the Subordinated Lender and the Senior Lender, the "Shared Collateral"), notwithstanding the time of attachment of any security interest therein or the filing of any mortgage/deed of trust, assignment of leases and rents, financing statement or any other priority provided by law or by agreement; and the Subordinated Lender hereby agrees not to foreclose or realize upon, or assert any rights as to any such Shared Collateral until all Senior Indebtedness (other than indemnification obligations for which no claim has been asserted) shall be paid and satisfied in full and, without demand or request being made upon the Subordinated Lender, to turn over to the Senior Lender any such Shared Collateral and any parts, proceeds and products thereof which may come into the Subordinated Lender's possession, custody or control until all Senior Indebtedness (other than indemnification obligations for which no claim has been asserted) shall be paid and satisfied in full. The Subordinated Lender agrees that it will not at any time contest the validity, perfection, priority or enforceability of the Senior Indebtedness or any of the instruments or documents securing or guaranteeing the Senior Indebtedness or setting forth any of the terms and conditions relating thereto or the liens and security interests of the Senior Lender in the Shared Collateral securing the Senior Indebtedness. The Subordinated Lender waives any claims against the Senior Lender or the Borrower or any guarantor based on marshalling of assets or any other equitable grounds as to any such Shared Collateral.





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3. In the event that the Administrative Agent and the Lenders are required pursuant to the terms of the Credit Agreement or any Loan Document to release their Liens in any of the Shared Collateral, or in the event that the Administrative Agent and the Lenders release their Liens in any of the Shared Collateral in connection with any sale or other disposition in connection with the exercise of any remedies (including foreclosure) with respect to any such Shared Collateral, the Subordinated Lender shall release, on a prompt basis (but in any event within 2 Business Days of receipt of a written request therefor), any Liens which they may have, if any, in such Shared Collateral (whether or not any Subordinated Default exists or would arise as a result thereof). In order to effectuate the foregoing, the Subordinated Lender hereby agree to execute and deliver to the Administrative Agent releases and terminations of the Liens in the Collateral held by (or for the benefit of) the Subordinated Lender if and when requested by the Administrative Agent. Until the Senior Indebtedness is paid in full, the Subordinated Lender hereby irrevocably constitute and appoint the Administrative Agent, with full power of substitution, as their true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Subordinated Lender or in the Administrative Agent's own name, from time to time in the Administrative Agent's discretion, for the purpose of carrying out the terms of this paragraph, to take any and all action and to execute any and all documents and instruments which may be necessary or appropriate to accomplish the purposes of this paragraph, including any endorsements or other instruments of transfer or release. The Subordinated Lender hereby irrevocably authorize the Administrative Agent to prepare and record or otherwise execute and deliver any releases and terminations of the Liens in the relevant Shared Collateral held by (or for the benefit of) the Subordinated Lender, and to the extent, that this Agreement requires such Liens be released or terminated.

4. The Subordinated Lender agrees that in the ordinary course of administering extensions of credit and other financial accommodations to the Borrower the Senior Lender may from time to time in accordance with the Credit Agreement release proceeds of the Shared Collateral to the Borrower or otherwise deal with the Shared Collateral, without in any event any notice or accounting to the Subordinated Lender whatsoever; *provided that*, the Senior Lender shall not release proceeds of Shared Collateral to the Borrower unless permitted under both the Subordinated Credit Agreement and the Credit Agreement at such time or the Subordinated Lender has consented in writing. In the event of any disposition of Shared Collateral, unless such disposition and the release of proceeds of such Shared Collateral to the Borrower is permitted under both the Subordinated Credit Agreement and the Credit Agreement at such time or the Subordinated Lender has consented in writing, the proceeds of such Shared Collateral shall be paid *first* to the Senior Creditor until all Senior Indebtedness (other than indemnification obligations for which no claim has been asserted) shall be paid and satisfied in full, and *then* to the Subordinated Lender to be applied to the Subordinated Indebtedness (other than indemnification obligations for which no claim has been asserted) until all Subordinated Indebtedness shall have been paid and satisfied in full. Subordinated Lender agrees that it will promptly advise Senior Creditor as to whether such payments are required to be paid to Subordinated Lender. In the event of any conflict or disagreement between Borrower and Subordinated Lender regarding such funds, Senior Creditor is authorized to hold such funds (or deliver such funds to an escrow agent pursuant to a joint order escrow between Borrower, Subordinated Lender and such escrow agent or clerk of a court, if applicable) until such dispute is resolved. Borrower and Subordinated Lender shall each cooperate in executing any escrow related documents. Borrower and Subordinated Lender each





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further acknowledge and agree that Senior Creditor is not under any duty or obligation to invest any such funds.

5. In the event of any distribution or application, partial or complete, voluntary or involuntary, by operation of law or otherwise, of all or any part of the assets of the Borrower or of the proceeds thereof to the creditors of the Borrower or upon any indebtedness of the Borrower, occurring by reason of the liquidation, dissolution, or other winding up of the Borrower, or by reason of any execution sale, or bankruptcy, receivership, reorganization, arrangement, insolvency, liquidation or foreclosure proceeding of or for the Borrower or involving its property (each, an "*Insolvency Proceeding*"), no distribution or application shall be made, and the Subordinated Lender shall not be entitled to receive or retain any distribution or application on or in respect of any Subordinated Indebtedness, unless and until all Senior Indebtedness then outstanding (including, without limitation, all principal, interest, fees, and expenses, including post-petition interest in a bankruptcy or similar proceeding whether or not allowed, but excluding any indemnification claims for which no claim has been asserted) shall have been paid and satisfied in full in cash (or in cash equivalents acceptable as such to the holder thereof), and in any such event any distribution or application otherwise payable in respect of Subordinated Indebtedness shall be paid over to the Administrative Agent and applied on the Senior Indebtedness in accordance with the Credit Agreement until such Senior Indebtedness (other than indemnification obligations for which no claim has been asserted) has been fully paid and satisfied.

6. The Administrative Agent, the Lenders, and their Affiliates need not at any time give the Subordinated Lender notice of any kind of the creation or existence of any Senior Indebtedness, nor of the amount or terms thereof, all such notice being hereby expressly waived. Also, the Agent, the Lenders, and their Affiliates may at any time and from time to time, without the consent of or notice to the Subordinated Lender, without incurring responsibility to the Subordinated Lender, and without impairing or releasing the obligation of the Subordinated Lender under this agreement (i) renew, refund or extend the maturity of, or increase or decrease the amount of, any Senior Indebtedness, or any part thereof, or otherwise revise, amend or alter the terms and conditions thereof, (ii) sell, exchange, release or otherwise deal with any property by whomsoever at any time pledged, mortgaged or otherwise hypothecated or subjected to a lien to secure any Senior Indebtedness, and (iii) exercise or refrain from exercising any rights against the Borrower and others, including the Subordinated Lender. The Subordinated Lender further agrees that the Senior Lender have complete discretion in, and shall not be liable in any manner to the Subordinated Lender for, determining how, when and in what manner the Senior Lender administers extensions of credit to the Borrower or exercises any rights or remedies with respect to, or forecloses or otherwise realizes upon, any collateral for any Senior Indebtedness or any other property or assets. Without in any way limiting the foregoing, the Subordinated Lender specifically acknowledges and agrees that the Senior Lender may take such actions as the Senior Lender deems appropriate to enforce the Senior Indebtedness or any collateral therefor, whether or not such action is beneficial to the interest of the Subordinated Lender, but subject in all respects, to this Agreement including the application of proceeds provided for in paragraph numbered 4 hereof. Also without in any way limiting the foregoing, the Subordinated Lender hereby agrees that, in connection with any foreclosure, sale, or other disposition of any Shared Collateral (or any portion thereof), (a) the lien of the Subordinated Lender on such Shared Collateral shall automatically be released if, when and to the same extent that the Senior Lender releases its lien on such Shared Collateral (provided





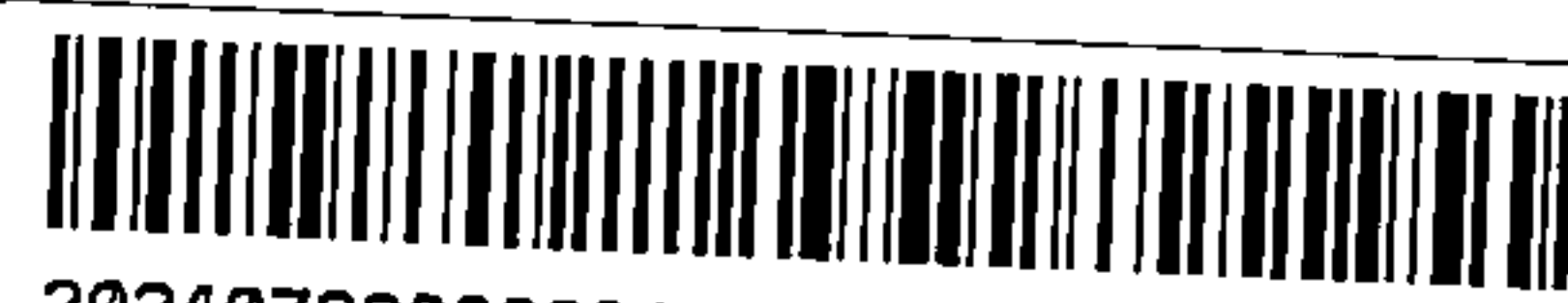
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the Subordinated Lender shall retain its lien on any proceeds thereof to the extent not applied to the Senior Indebtedness, subject to the terms of this Agreement) and (b) the Subordinated Lender hereby irrevocably authorizes the Senior Lender and its agents to prepare and record or otherwise execute and deliver any releases and terminations of the security interest and lien of the Subordinated Lender on any such Shared Collateral at any time and to the extent that this Agreement requires such security interest or lien be released or terminated. In order for the Senior Lender to enforce rights in the Shared Collateral, there shall be no obligation on the Senior Lender's part, at any time, to resort for payment of the Senior Indebtedness to any obligor thereon or guarantor thereof, or to any other person or entity, their properties or estates, or to resort to any other rights or remedies whatsoever, and the Senior Lender shall have the right to foreclose or otherwise realize upon any collateral (including Shared Collateral) irrespective of whether or not other proceedings or steps are pending seeking resort to or realization upon or from any of the foregoing.

7. The Subordinated Lender agrees that in the event Insolvency Proceedings are instituted by or against the Borrower (i) the Senior Lender may consent to the use of cash collateral or provide post-petition financing to the Borrower on such terms and conditions and in such amounts as the Senior Lender, in its sole discretion, may decide and that, in connection with such cash collateral usage or such financing, the Borrower (or a trustee appointed for its estate) may grant to the Senior Lender or its agent liens and security interests upon all or any part of the assets or property of the Borrower, which liens and security interests may secure payment of Senior Indebtedness, whether such Senior Indebtedness arose prior to the filing of the petition for relief or arose thereafter, and which liens and security interests and which post-petition financing may be superior in priority to the claims of the Subordinated Lender on the Subordinated Indebtedness, and the Subordinated Lender shall not object to any of the foregoing, (ii) the Subordinated Lender will not raise any objection it may have to any claim by the Senior Lender to "*adequate protection*" of the Senior Lender's interest in any security it may have for the Senior Indebtedness, (iii) the Subordinated Lender will not assert any right it may have to "*adequate protection*" of the Subordinated Lender's interest in any Shared Collateral other than replacement liens on the Shared Collateral subject to the priority, if any, of any post-petition financing provided by the Senior Lender, (iv) the Subordinated Lender will not seek to have the automatic stay lifted with respect to Shared Collateral unless the Senior Lender has obtained an order lifting the automatic stay with respect to such Shared Collateral, (v) the Subordinated Lender agrees not to vote in a manner inconsistent with this Agreement, and (vi) the Subordinated Lender agrees not to credit bid in any sale of Shared Collateral unless the Senior Indebtedness is paid in full (other than indemnification obligations for which no claim has been asserted) at the closing of such sale. The Subordinated Lender will not object to or oppose a sale or other disposition (including the related bid procedures) of any Shared Collateral free and clear of security interests, liens or other claims of Subordinated Lender under Section 363 of the Bankruptcy Code or any other provision of the Bankruptcy Code or similar bankruptcy or insolvency statute if the Senior Lender has consented to such sale or disposition; *provided that*, the Subordinated Lender's lien shall continue in the proceeds thereof and such proceeds shall be applied in accordance with paragraph numbered 4 hereof. The Subordinated Lender waives any claim it may now or hereafter have arising out of the Senior Lender's election, in any bankruptcy or insolvency proceeding instituted under the Bankruptcy Code, of the application of Section 1111(b)(2) of the Bankruptcy Code.





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8. So long as any Senior Indebtedness shall remain outstanding and unpaid or the Lenders have any obligation to extend credit to the Borrower under the Credit Agreement, the Subordinated Lender shall not take or obtain any additional security interests in or liens on any assets as security for any of the Subordinated Indebtedness or obtain any guarantees for any of the Subordinated Indebtedness without the prior written consent of the Senior Lender.

9. The Subordinated Lender will not sell, assign or otherwise transfer the Subordinated Indebtedness, or any part thereof, except subject to and in accordance with the terms hereof and upon the agreement of the transferee or assignee to abide by and be bound by the terms hereof.

10. The Subordinated Lender agrees to mark any security agreement, financing statement, assignment, deed of trust or mortgage providing or evidencing any security interest and/or lien in favor of the Subordinated Lender in or on any Shared Collateral to the effect that such security interest and/or lien is subject to the terms of this Agreement, and if requested by the Senior Lender to execute and file an amendment to any such security agreement, financing statement, assignment, deed of trust and/or mortgage now on file which covers such Shared Collateral to the effect that the security interest and/or lien so shown on such agreement or instrument is subject to the terms of this Agreement.

11. If notwithstanding the provisions of this agreement the Subordinated Lender shall receive any payment of any Subordinated Indebtedness which the Borrower is not entitled to make pursuant to the terms hereof, whether or not the Subordinated Lender has knowledge that the Borrower is not entitled to make such payment, the Subordinated Lender shall promptly account for such payment and upon the Administrative Agent's or any Lender's demand pay over such payment to the Administrative Agent for application to the Senior Indebtedness. No payment or any distribution received by the Administrative Agent or any Lender or any of their Affiliates in respect of Subordinated Indebtedness pursuant to any of the terms hereof shall entitle the Subordinated Lender to any right, whether by virtue of subrogation or otherwise, in and to any Senior Indebtedness unless and until all Senior Indebtedness (other than indemnification obligations for which no claim has been asserted) has been paid and satisfied in full in cash (or in cash equivalents acceptable as such to the holder thereof) and the obligations of the Lenders to extend credit to the Borrower have been terminated or otherwise have expired.

12. This Agreement shall be a continuing agreement and shall remain in full force and effect until all Senior Indebtedness (other than indemnification obligations for which no claim has been asserted) shall have been paid and satisfied in full in cash (or in cash equivalents acceptable as such to the holder thereof) and the obligations of the Lenders to extend credit to the Borrower have been terminated or otherwise have expired.

13. Each and all of the promises herein contained shall be binding on, and inure to the benefit of, each of the parties hereto and such party's legal representatives, successors, and assigns. For the avoidance of doubt, this Agreement shall be binding upon Chevron U.S.A. Inc. and its legal representatives, successors and assigns, solely in its capacity as Subordinated Lender and not in any other capacity, including as an equity holder of the Borrower or as a party to any Supply Agreements. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York (including Section 5-1401 and Section 5-1402 of the General Obligations



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law of the State of New York) without regard to principles of conflicts of law. Any provision of this Agreement held invalid, illegal, or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality, or unenforceability without affecting the validity, legality, and enforceability of the remaining provision hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

14. Any of the parties hereto may execute this Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile transmission or by e-mail transmission of an Adobe portable document format file (also known as a "PDF" file) shall be effective as delivery of a manually executed counterpart hereof. The Subordinated Lender acknowledges that this Agreement is and shall be effective upon its execution and delivery by the Subordinated Lender to the Senior Lender and it shall not be necessary for the Senior Lender to execute this Agreement or any other acceptance hereof or otherwise to signify or express its acceptance hereof. The Subordinated Lender acknowledges the Senior Lender is relying on this Agreement in extending and/or maintaining credit outstanding to the Borrower.

15. THE SUBORDINATED LENDER AND THE SENIOR LENDER HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

[SIGNATURE PAGES TO FOLLOW]



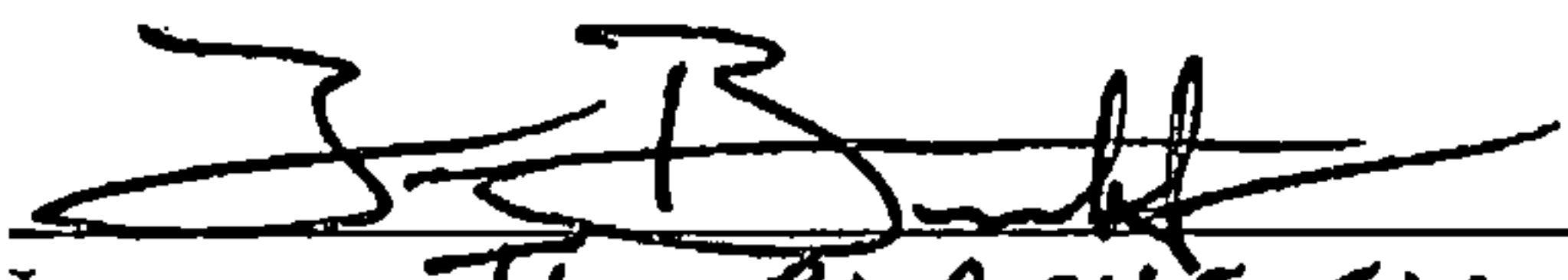


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This Subordination and Intercreditor Agreement is dated as of the date and year first above written.

CHEVRON U.S.A. INC., a Pennsylvania  
corporation, as Subordinated Lender

By   
Name: TIM BURCHFIELD  
Title: SENIOR SALES MANAGER

Acknowledged and agreed to as of the date and year first above written.

CAPITAL ONE, NATIONAL ASSOCIATION, as  
Administrative Agent and Senior Lender

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_





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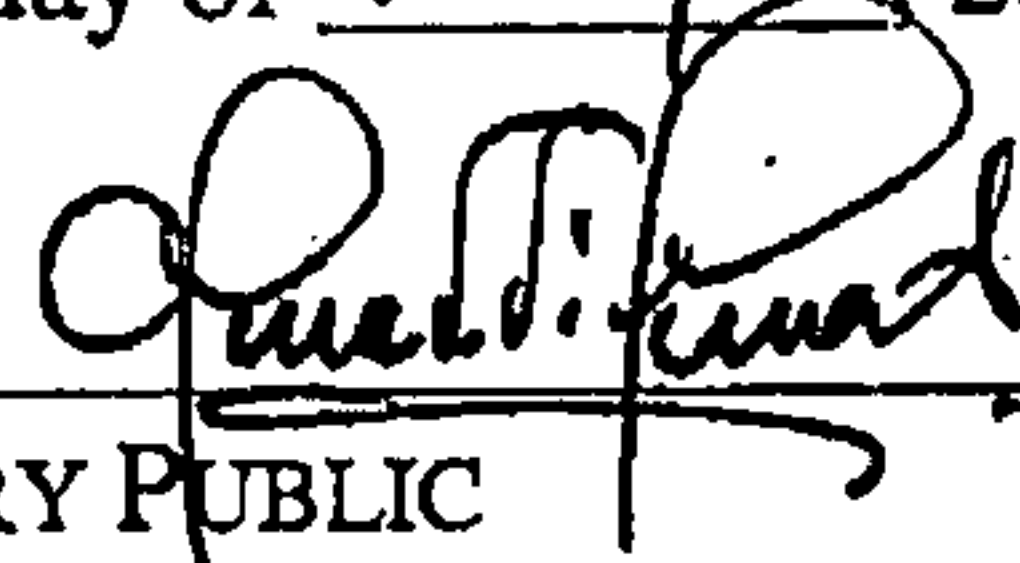
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STATE OF Texas )

COUNTY OF Harris )

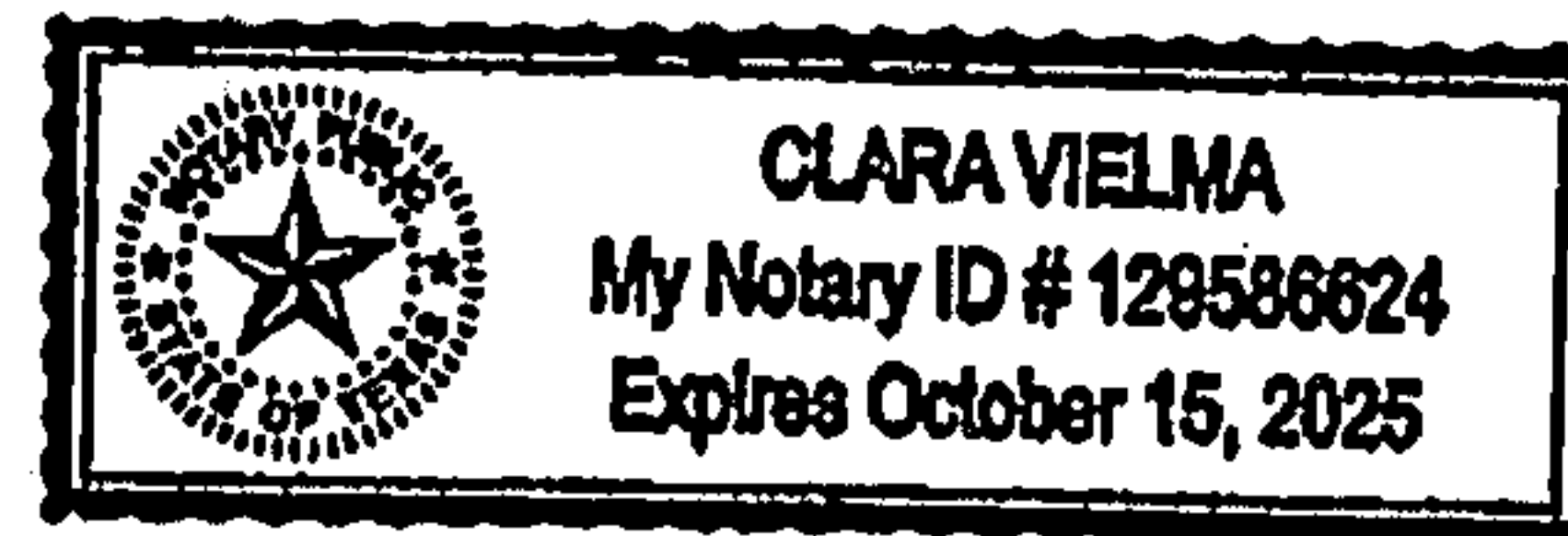
I, Clara Vielma a Notary Public in and for said County in the State aforesaid, do hereby certify that Timothy Burchfield personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that s/he signed, sealed, and delivered said instrument as her/his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15 day of May 2024.

  
NOTARY PUBLIC

Clara Vielma  
(TYPE OR PRINT NAME)

SEAL







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This Subordination and Intercreditor Agreement is dated as of the date and year first above written.

CHEVRON U.S.A. INC., a Pennsylvania corporation,  
as Subordinated Lender

By

Name:

Title:

Acknowledged and agreed to as of the date and year first above written.

CAPITAL ONE, NATIONAL ASSOCIATION, as  
Administrative Agent and Senior Lender

By *Rachel Cupps*

Name: *Rachel Cupps*

Title: *Senior Vice President*



STATE OF TX )

COUNTY OF Tarrant )



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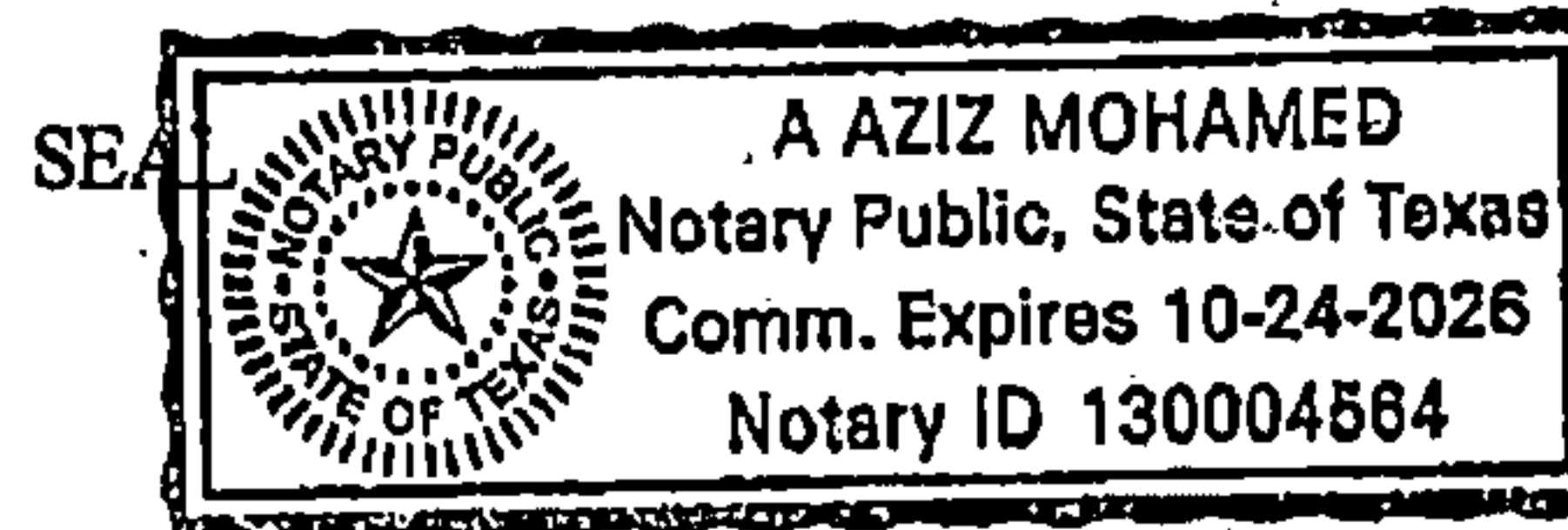
I, A. Aziz Mohamed, a Notary Public in and for said County in the State aforesaid, do hereby certify that Rachel Victoria Capps personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that s/he signed, sealed, and delivered said instrument as her/his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15 day of May, 2024.

  
NOTARY PUBLIC

A Aziz Mohamed

(TYPE OR PRINT NAME)







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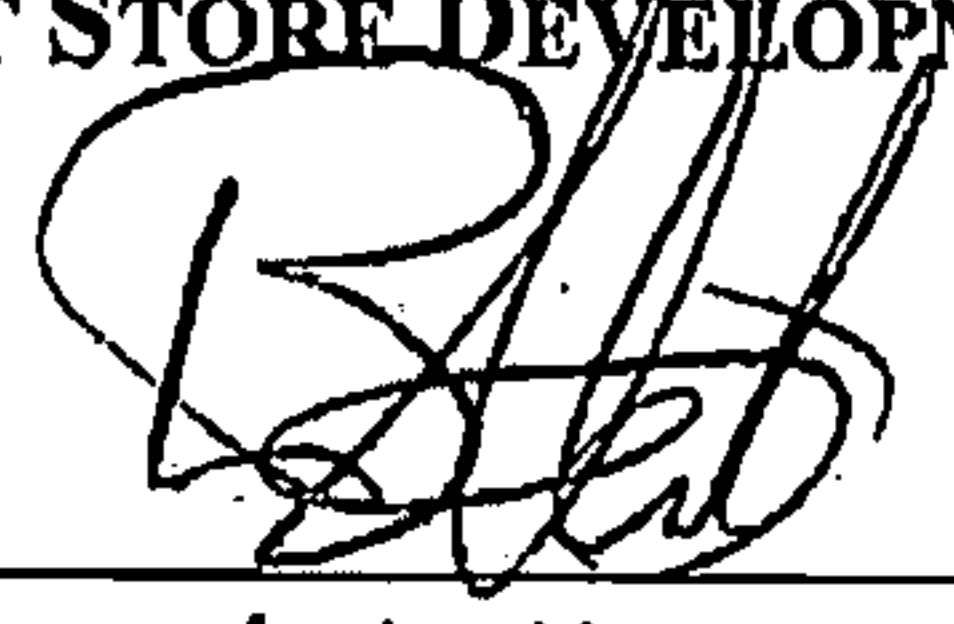
ACKNOWLEDGEMENT

KENT STORE DEVELOPMENT, LLC hereby acknowledges receipt of a copy of the above and foregoing Subordination Agreement, agrees to be bound by the terms and provisions thereof, to make no payment or distribution contrary to the terms thereof, and to do every other act and thing necessary or appropriate to be done or performed by it in order to carry out the terms of the agreement as set forth in said Subordination Agreement.

Dated as of May 16, 2024.

KENT STORE DEVELOPMENT, LLC

By

  
Name William B Kent  
Title Manager

STATE OF

Texas

COUNTY OF

Midland

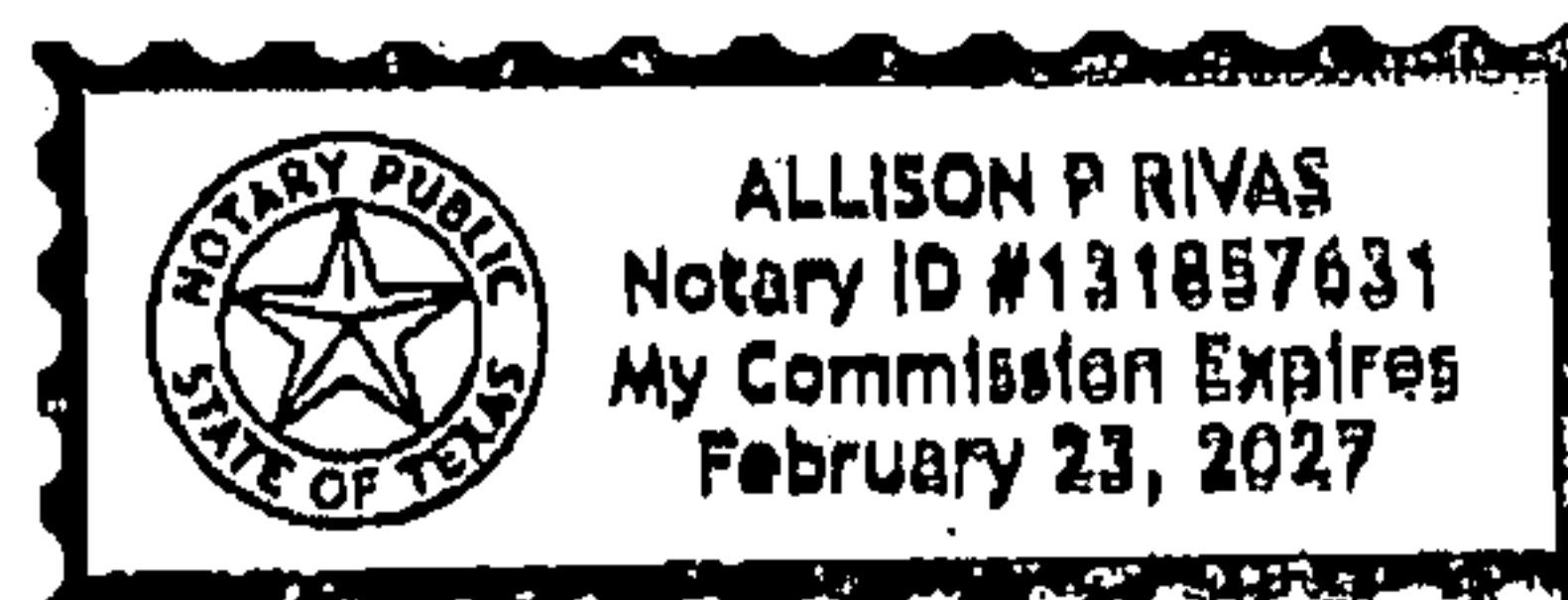
I, Allison Rivas, a Notary Public in and for said County in the State aforesaid, do hereby certify that William B. Kent personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that s/he signed, sealed, and delivered said instrument as her/his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 16 day of May, 2024.

  
NOTARY PUBLIC

Allison Rivas  
(TYPE OR PRINT NAME)

SEAL







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Exhibit "A"

Tract 1 – commonly known as 1565 Simmsville Road

The Land referred to herein below is situated in the County of Shelby, State of Alabama and is described as follows:

Commencing at concrete monument found at the Northeast corner of a tract of land, said point also at the intersection of the South right of way of Interstate No. 65 and the West right of way of Shelby County Road No. 11; thence South  $51^{\circ}55'00''$  West along said West right of way a distance of 63.00 feet to a capped rebar found; thence continue along said West right of way with a curve turning to the left with an arc length of 344.99 feet, with a radius of 1717.04 feet, with a chord bearing of South  $46^{\circ}09'39''$  West with a chord length of 344.41 feet to a  $5/8''$  rebar set and the point of beginning; thence continue along said West right of way with a curve turning to the left with an arc length of 115.02 feet, with a radius 1717.04 feet, with a chord bearing of South  $38^{\circ}29'09''$  West, with a chord length of 115.00 feet to a  $5/8''$  rebar set; thence South  $36^{\circ}34'00''$  West along said West right of way a distance of 14.71 feet to a  $5/8''$  rebar set; thence South  $67^{\circ}07'56''$  West along said West right of way a distance of 103.33 feet to a  $5/8''$  rebar set at the intersection of the North right of way of Shelby County Road No. 68; thence North  $82^{\circ}18'08''$  West along said North right of way a distance of 104.00 feet to a  $5/8''$  rebar set; thence North  $07^{\circ}41'52''$  East a distance of 134.03 feet to a  $5/8''$  rebar set; thence North  $36^{\circ}34'43''$  East a distance of 151.02 feet to a  $5/8''$  rebar set; thence South  $53^{\circ}33'00''$  East a distance of 212.15 feet to the point of beginning. Said described property lies in the SE 1/4 of Section 25 and the NE 1/4 of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama.

EASEMENT #1: (Permanent Ingress, Egress and Utility Easement)

Commencing at concrete monument found at the intersection of the South right of way of Interstate No. 65 and the West right of way of Shelby County Road No. 11; thence South  $51^{\circ}55'00''$  West along said West right of way a distance of 63.00 feet to a capped rebar found; thence along said West right of way with a curve turning to the left with an arc length 344.99 feet, a radius of 1717.04 feet and a delta angle of  $30^{\circ}30'43''$  to a point; thence North  $53^{\circ}33'30''$  West and leaving said highway right of way, run a distance of 212.15 feet to a point; South  $36^{\circ}34'43''$  West run 151.02 feet to a point; thence South  $07^{\circ}41'52''$  West run 87.93 feet to the point of beginning of Easement #1, which is an ingress, egress and utility easement; thence continue along the last described course for 46.10 feet to a point on the North right of way line of Shelby County Highway No. 68; thence North  $82^{\circ}18'08''$  West run 20.00 feet to a point; thence North  $07^{\circ}41'52''$  East and leaving said right of way run 46.10 feet to a point; thence South  $82^{\circ}18'09''$  East run 20.00 feet to the point of beginning.

Said described property lies in the SE 1/4 of Section 25 and the NE 1/4 of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama.

EASEMENT #2: (Permanent ingress and egress)





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Commencing at concrete monument found at the intersection of the South right of way of Interstate No. 65 and the West right of way of Shelby County Road No. 11; thence South 51°55'00" West along said West right of way a distance of 63.00 feet to a capped rebar found; thence along said West right of way with a curve turning to the left with an arc length of 344.99 feet, a radius of 1717.04 feet and a delta angle of 30°34'43" to a point; thence North 53°33'30" West and leaving said highway right of way, run a distance of 212.15 feet to a point; South 36°34'43" West run 151.02 feet to a point; thence South 07°41'52" West run 87.93 feet to the point of beginning of Easement #2, which is a permanent driveway easement; thence continue along the last described course for 46.10 feet to a point on the North right of way line of Shelby County Highway No. 68; thence South 82°18'08" East run 20.00 feet to a point; thence North 07°41'52" East and leaving said right of way run 46.10 feet to a point; thence North 82°18'09" West run 20.00 feet to the point of beginning.

Said described property lies in the SE 1/4 of Section 25 and the NE 1/4 of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama.

EASEMENT #3: (Ingress, egress and utility easement)

Commencing at concrete monument found at the intersection of the South right of way of Interstate No. 65 and the West right of way of Shelby County Road No. 11; thence South 51°55'00" West along said West right of way a distance of 63.00 feet to a capped rebar found; thence along said West right of way with a curve turning to the left with an arc length of 344.99 feet, a radius of 1717.04 feet and a delta angle of 30°30'43" to a point of beginning of Easement #3, an ingress, egress and utility easement; thence North 53°33'30" West and leaving said highway right of way, run a distance of 121.15 feet to a point; thence North 36°27'00" East and run 31.30 feet to a point; thence South 00°00'00" West run 75.74 feet to a point; thence South 08°31'51" West run 77.62 feet to a point on the West right of way of said Shelby County Highway #11, being a point on a curve to the left having a radius of 1717.04, a delta angle of 01°24'05", thence run along the arc of said curve and said right of way a distance of 42.90 feet to the point of beginning.

Said described property lies in the SE 1/4 of Section 25 and the NE 1/4 of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama.

Source of title: deed of record in Deed Book 2024, Page 2064, in the Office of the Probate Judge for Shelby County, Alabama.

Tract 2 – commonly known as 11390 Monticello Drive

Situate, lying and being in Tuscaloosa County, Alabama, and more particularly described as follows:

A parcel of land located or situated in the East 1/2 of Section 21, Township 22 South, Range 9 West, and being more particularly described as follows:





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A part of the Southeast 1/4 of the Northeast 1/4 of Section 21, Township 22 South, Range 9 West, in Tuscaloosa County, Alabama, being more particularly described as follows:

Start at the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of said Section 21; thence run in a Northerly direction along the East line of the Northeast 1/4 of the Southeast 1/4 for a distance of 462.16 feet to a point on the West right of way margin of U.S. Highway No. 82, a 198.00 foot right of way; thence with a deflection angle of 37 degrees 04 minutes 55 seconds to the left, run in a Northwesterly direction along the West right of way of said Highway for a distance of 200.09 feet to a point; thence with a deflection angle of 2 degrees 42 minutes 57 seconds to the right, continue in a Northwesterly direction along the West right of way margin of said highway for a distance of 332.95 feet to a point; thence with a deflection angle of 1 degree 39 minutes 02 seconds to the right, continue in a Northwesterly direction along said highway for a distance of 1,129.09 feet to the point of beginning, said point lying on the North right of way margin of an 80.00 foot right of way; thence continue in a Northwesterly direction along said highway for a distance of 278.50 feet to a point; thence with a deflection angle of 108 degrees 51 minutes 33 seconds to the left, run in a Southwesterly direction for a distance of 327.29 feet to a point; thence with a deflection angle of 71 degrees 31 minutes 17 seconds to the left, run in a Southeasterly direction for a distance of 278.50 feet to a point on the curving North right of way margin of the aforementioned 80.00 foot right of way; thence with a deflection angle of 105 degrees 07 minutes 00 seconds to the left, to the chord, run in a Northeasterly direction along the curving North margin of said right of way for a chord distance of 94.28 feet to a point; thence with a deflection angle of 5 degrees 10 minutes 28 seconds to the left, continue in a Northeasterly direction along said right of way for a distance of 232.91 feet to the point of beginning.

Source of title: deed of record in Book 2024, Page 2064, in the Office of the Probate Judge for Tuscaloosa County, Alabama.

Tract 3 – commonly known as 7022 Hwy 82 E

The Land Referred to Herein Below is situated in the County of Tuscaloosa, State of Alabama and is described as follows:

Lot 1 Country Mart Subdivision, a map or plat of which is recorded in Plat Book 2002, Page 136, in the Probate Office of Tuscaloosa County, Alabama.

Together with rights in and to the Easement reserved in Deed Book 2002, page 22353, in the Probate Office of Tuscaloosa County, Alabama

Source of title: deed of record in Deed Book 2024, Page 2064, in the Office of the Probate Judge for Tuscaloosa County, Alabama, dated January 16, 2024 and recorded on February 02, 2024.

Tract 4 – commonly known as 10667 Hwy 5

Situate, lying and being in Bibb County, Alabama, and more particularly described as follows:





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Beginning at the Southeast corner of J.C. Odum's land, which said corner is located at the intersection of the North boundary line of the SW  $\frac{1}{4}$  of Section 22, Township 23 North, Range 9 East, Bibb County, Alabama, with the West boundary line of the public road; thence South 86 degrees 30 minutes West for a distance of 363.5 feet to the intersection of West right-of-way line of Alabama Highway #5, the Point of Beginning; thence continue South 86 degrees 30 minutes West for a distance of 442.7 feet; thence turn an angle of 89 degrees 42 minutes left and go Southerly for a distance of 173.2 feet; thence turn an angle of 90 degrees 39 minutes left and go Easterly for a distance of 183.5 feet; thence turn an angle of 90 degrees 41 minutes to the right and go Southerly for a distance of 24.7 feet; thence turn an angle of 90 degrees 16 minutes to the left and go Easterly for 194.8 feet to the intersection of the West right-of-way line of Alabama Highway #5; thence Northeasterly along right-of-way line for a distance of 212.9 feet to the point of beginning. Situated in SW  $\frac{1}{4}$  of NW  $\frac{1}{4}$ , Section 22, Township 23 North, Range 9 East

Source of title: deed of record in RPB Book 2024, Page 1159, in the Office of the Probate Judge for Bibb County, Alabama.

Tract 5 – commonly known as 2290 Main St

Situate, lying and being in Bibb County, Alabama, and more particularly described as follows:

Begin at a point where the East boundary line of the right-of-way of Alabama State Highway Number Five, which is also known as the Centreville and Marion Highway, intersects with the North boundary line of the right-of-way of Gulf, Mobile and Ohio Railroad, in the Town of Brent, Bibb County, Alabama; thence go North 44 degrees 19 minutes East for a distance of 164.75 feet; thence go South 43 degrees 59 minutes East for a distance of 118.55 feet; thence go South 45 degrees 41 minutes West for a distance of 39.08 feet; thence go South 87 degrees 47 minutes West for a distance of 170.30 feet to a point which is the point of beginning of the lot here conveyed; said lot being situated, lying and being in the SE  $\frac{1}{4}$  of SW  $\frac{1}{4}$ , Section 27, Township 23 North, Range 9 East and the NE  $\frac{1}{4}$  of NW  $\frac{1}{4}$ , Section 34, Township 23 North, Range 9 East, in the Town of Brent, Bibb County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

A parcel of land in the Southeast Quarter of the Southwest Quarter of Section 27, Township 23 North, Range 9 East in Bibb County, Alabama and being more particularly described as follows:

As a POINT OF BEGINNING, start at the intersection of the Southeast Right-of-Way of Alabama Highway No. 5 and the North boundary of the City of Brent Right-of-Way; thence run in a Northeasterly direction and along the Southeast Right-of-Way of said Alabama Highway No. 5 for a distance of 47.18 feet to a point; thence with an interior angle of 46 degrees 06 minutes run in a Southerly direction for a distance of 32.72 feet to a point on the North boundary of said City of Brent Right-of-Way; thence with an interior angle of 90 degrees 00 minutes run in a Westerly direction and along the North boundary of said City of Brent Right-of-Way for a distance of 34.00 feet to the POINT OF BEGINNING of the parcel herein described, at which point the interior angle is 43 degrees 54 minutes. Said parcel containing 0.01 acres.





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Source of title: deed of record in Book 2024, Page 1159, in the Office of the Probate Judge for Bibb County, Alabama.

Tract 6 – commonly known as 20055 Hwy 11

Situate, lying and being in Bibb County, Alabama, and more particularly described as follows:

Commence at the Northeast Corner of Section 16, Township 21 South, Range 6 West, Bibb County, Alabama, said point being the Point of Commencement; thence run South 0°08'47" East along the East line of said Section for a distance of 655.80 feet to a point; thence run South 89°51'13" West for a distance of 1533.20 feet to an iron rod located on the West right-of-way margin of U.S. Highway No. 11; thence run North 67°49'59" West for a distance of 129.48 feet to an iron rod; thence run South 23°25'39" West for a distance of 108.27 feet to an iron rod, said rod being the Point of Beginning; thence continue South 23°25'39" West for a distance of 188.47 feet to an iron rod; thence run North 59°49'09" West for a distance of 274.81 feet to an iron rod; thence run North 30°50'37" East for a distance of 179.97 feet to an iron rod; thence run South 61°27'56" East for a distance of 250.67 feet to the Point of Beginning. Said parcel lying in the Northwest Quarter of the Northeast Quarter of Section 16, Township 21 South, Range 6 West, Bibb County, Alabama.

ALONG WITH THE FOLLOWING DESCRIBED PROPERTY:

Also, Begin at the Northeast corner of Section 16, Township 21 South, Range 6 West, Bibb County, Alabama, thence go South along the Section line of said Section 16 for a distance of 655.8 feet to a point; thence go West for a distance of 1,533.2 feet to an iron stake located on the West edge of the right of way of U.S. Highway Number 11, which is the POINT OF BEGINNING and the Northeast corner of the lot or parcel here conveyed; thence go North 67 degrees 2 minutes West for a distance of 135 feet to an iron stake which marks the Northwest corner of said lot; thence go South 22 degrees 58 minutes West for a distance of 500 feet to an iron stake which marks the Southwest corner of said lot; thence go South 67 degrees 2 minutes East for a distance of 135 feet to an iron stake located on the West edge of the right of way of U.S. Highway Number 11 which marks the Southeast corner of said lot; thence go in a Northeasterly direction along the West edge of the right of way of U.S. Highway Number 11 for a distance of 500 feet to an iron stake which is the Point of Beginning; said lot is situated, lying and being in the East half of the Northwest Quarter of the Northeast Quarter, Section 16, Township 21 South, Range 6 West, Bibb County, Alabama.

Less and except from the above-described property the property conveyed by deed recorded in Book RPB 358, page 324, in the Office of the Judge of Probate for Bibb County, Alabama.

Less and except the following described property:

Begin at the Northeast corner of Section 16, Township 21 South, Range 6 West, Bibb County, Alabama, thence go South along the section line of said Section 16 for a distance of 655.8 feet to





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a point; thence go West for a distance of 1,533.2 feet to an iron stake located on the West edge of the right of way of U.S. Highway Number 11; thence go North 67 degrees 2 minutes West for a distance of 135 feet to an iron stake; thence go South 22 degrees 58 minutes West for a distance of 500 feet to an iron stake which marks the Southwest corner of lot being conveyed and is the Point of Beginning; thence go South 67 degrees 2 minutes East for a distance of 135 feet to an iron stake located on the West edge of the right of way of U.S. Highway Number 11 which marks the Southeast corner of said lot; thence go in a Northeasterly direction along the West edge of the right of way of U.S. Highway Number 11 for a distance of 125 feet, which is the Northeast corner of lot being conveyed; thence go North 67 degrees 2 minutes West for a distance of 135 feet to a point which is the Northwest corner of lot being conveyed; thence go South 22 degrees 58 minutes West for a distance of 125 feet which is the Point of Beginning, said lot is situated, lying and being in the East half of the Northwest Quarter of the Northeast Quarter, Section 16, Township 21 South, Range 6 West, Bibb County, Alabama.

Source of title: deed of record in Book 2024, Page 1159, in the Office of the Probate Judge for Bibb County, Alabama.

Tract 7 – commonly known as 179 Hwy 82

Situate, lying and being in Bibb County, Alabama, and more particularly described as follows:

A parcel of land containing 0.05 acres, located in the SW  $\frac{1}{4}$  of Section 25, Township 23 North, Range 9 East, Bibb County, Alabama, described as follows: Commence at the Northwest corner of said  $\frac{1}{4}$  section and run North 85 degrees 24 minutes 55 seconds East along the South right of way of Walnut Street 429.0 feet; thence run South 03 degrees 45 minutes 05 seconds East along the East right of way Cedar Street 772.0 feet, more or less, to an iron pipe; thence run South 84 degrees 14 minutes 05 seconds East 188.55 feet to an iron; thence run South 14 degrees 43 minutes 51 seconds East 120.06 feet to an iron; thence run South 14 degrees 54 minutes 49 seconds East 89.94 feet to an iron; thence run South 75 degrees 13 minutes 13 seconds West 178.20 feet to the Point of Beginning; thence continue on the same line 50.0 feet to an iron; thence run South 21 degrees 14 minutes 40 seconds East 93.13 feet to an iron; thence run North 08 degrees 20 minutes 35 seconds East 100.62 feet to the Point of Beginning.

#### ALONG WITH THE FOLLOWING DESCRIBED PROPERTY:

Beginning at a concrete monument that marks the Northwest corner of the Southwest one-quarter of Section 25, Township 23 North, Range 9 East, thence North 84 degrees 46 minutes East for a distance of 429.0 feet to a point on the South line of Walnut Street, thence South 04 degrees 14 minutes East along the East line of Cedar Street for a distance of 772.0 feet to the Point of Beginning of the property to be described; thence South 84 degrees 42 minutes East for a distance of 189.4 feet; thence South 15 degrees 16 minutes East for a distance of 210.0 feet to an iron on a barb wire fence; thence South 74 degrees 50 minutes West along said fence for a distance of 228.2 feet to an iron; thence South 21 degrees 14 minutes East for a distance of 93.0 feet; thence South 55 degrees 16 minutes West for a distance of 91.5 feet to a point on the East line of U.S. Highway 82; thence North 35 degrees 08 minutes West along East line of said highway for a distance of 100.0 feet; thence North 32 degrees 11 minutes West along the East





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line of said highway for a distance of 111.3 feet to an angle iron corner on the South bank of a deep ditch; thence along the south bank of said ditch North 60 degrees 30 minutes East for a distance of 168.3 feet to a bumper jack corner; thence North 04 degrees 14 minutes West for a distance of 160.3 feet to the Point of Beginning, containing in all 2.0 acres and being a part of the Northwest one-quarter of the Southwest one-quarter of Section 25, Township 23 North, Range 9 East, Centreville, Bibb County, Alabama

Source of title: deed of record in Book 2024, Page 1159, in the Office of the Probate Judge for Bibb County, Alabama.

Tract 8 – commonly known as 643 Walnut St

Situate, lying and being in Bibb County, Alabama, and more particularly described as follows:

Begin at the Southwest corner of the North  $\frac{1}{2}$  of Section 26, Township 23 North, Range 9 East, and run East along half section line of Section 26 for a distance of 3558.2 feet; thence turn an angle of 102 degrees 32 minutes to the left and run for a distance of 39.6 feet to the intersection of the right of way line of U.S. Highway Number 82 and Alabama Highway Number 5 which is the Point of Beginning; thence continue along the West right of way line of Alabama Highway Number 5 for a distance of 81.1 feet; thence turn an angle of 90 degrees to the left and run for a distance of 50.9 feet to a point; thence turn an angle of 90 degrees 53 minutes to the left and run for a distance of 68.5 feet to the intersection of the North right of way line of U.S. Highway Number 82; thence turn an angle of 76 degrees 10 minutes to the left and run along the North right of way line of U.S. Highway Number 82 for a distance of 50.7 feet to the Point of Beginning; said land situated, lying and being in the SW  $\frac{1}{4}$  of NE  $\frac{1}{4}$ , Section 26, Township 23 North, Range 9 East, Bibb County, Alabama, and containing 0.09 acre, more or less.

ALONG WITH THE FOLLOWING DESCRIBED PROPERTY:

Beginning at an iron stake at the Western edge of the Blocton and Birmingham Highway 80 feet North of the NE corner of the lot of W.D. Hollifield at a point where the proposed 60 foot State Highway running back of Hollifield's lot connects the Blocton and Marion Highways; thence in a Southwesterly direction along the Southern edge of the proposed highway 87 feet to an iron stake that stands at the Northwest corner of W.D. Hollifield's dwelling house lot; thence still along the Southern edge of the said Highway 183 feet to the Centreville and Marion State Highway to an iron stake that stands on the Northern margin of said Highway; thence East 159 feet and 8 inches along the Northern margin of said highway to an iron stake at the Southwest corner of said Hollifield lot, thence North along Western boundary line of said Hollifield lot 131 feet to the iron stake at the Northwest corner of said Hollifield lot; thence East along the Northern boundary of said Hollifield lot 50 feet to an iron stake at the Northeast corner of said Hollifield lot at the Western margin of Blocton and Birmingham Highway; thence North along the Westerly boundary or margin of said highway to the iron stake at the margin of said highway which is a distance of eighty feet, being a part of the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$ , Section 26, Township 23, Range 9 East, Bibb County, Alabama, bounded on the North and West by a 60 foot state highway right-of-way on the South by the Marion and Centreville Highway and W.D. Hollifield lot and the Blocton and Birmingham State Highway.





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Source of title: deed of record in Book 2024, Page 1159, in the Office of the Probate Judge for Bibb County, Alabama.

Tract 9 – commonly known as 12938 Northside Road

The land referred to herein below is situated in the County of Tuscaloosa, State of Alabama and is described as follows:

Lot 2 according to the final plat of Resurvey of Lot 2 of The Crossroads, as recorded in Map Book 2019, Page 202, in the Office of the Probate Judge for Tuscaloosa County, Alabama.

Source of title: deed of record in Book 2024, Page 2064, in the Office of the Probate Judge for Tuscaloosa County, Alabama.

Tract 10 – commonly known as 10395 Hwy 5

Situate, lying and being in Bibb County, Alabama, and more particularly described as follows:

A parcel of land being a part of the Northwest Quarter of the Southwest Quarter of Section 22, and part of the Northeast Quarter of the Southeast Quarter of Section 21, all in Township 23 North, Range 9 East, Bibb County, Alabama, being more particularly described as follows:

BEGINNING at a found 5/8" iron pin marking the Northwest corner of the Northwest Quarter of the Southwest Quarter of Section 22, Township 23 North, Range 9 East; thence run North 87 degrees 44 minutes 56 seconds East along the North boundary of said Quarter-Quarter a distance of 455.54 feet to a found 3/8" iron pin located on the West right of way margin of Alabama State Highway No. 5; thence run South 16 degrees 31 minutes 39 seconds West along the West Margin of said State Highway a distance of 356.90 feet to a set P.K. Nail in pavement; thence run North 73 degrees 28 minutes 37 seconds West a distance of 201.61 feet to a set 5/8" iron pin capped C. T. Smith P.L.S. # 20895; thence run North 69 degrees 23 minutes 00 seconds West a distance of 38.79 feet to a set 5/8" iron pin capped; thence run North 65 degrees 17 minutes West a distance of 129.21 feet to a found iron pin in pavement; thence continue North 65 degrees 17 minutes West a distance of 37.25 feet to a found iron pin; thence run North 55 degrees 55 minutes 36 seconds West a distance of 121.71 feet to a found 5/8" iron pin; thence run North 4 degrees 17 minutes 25 seconds West a distance of 105.26 feet to a set 5/8" iron pin capped; thence run North 85 degrees 34 minutes 34 seconds East a distance of 136.23 feet to the POINT OF BEGINNING.

Source of title: deed of record in Book 2024, Page 2662, in the Office of the Probate Judge for Bibb County, Alabama.

Tract 11 – commonly known as 1500 Lakeshore Pkwy





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A parcel of land, minerals and mining rights excepted, situated in the Northeast 1/4 of the Southeast 1/4 of Section 29 and in the Northwest 1/4 of the Southwest 1/4 of Section 28, all in Township 18 South, Range 3 West of the Huntsville Meridian, Jefferson County, City of Birmingham, Alabama, together with all improvements situated thereon, more particularly described as follows, to wit:

Lot 1, according to the Subdivision Plat of Frankfurt Drive, as recorded in Map Book 36, Page 75, in the Probate Office of Jefferson County, Alabama (Bessemer Division) and in Map Book 205, Page 10, in the Probate Office of Jefferson County, Alabama (Birmingham Division).

Source of title: deed of record in Instrument Number 2024021589, in the Office of the Probate Judge for Jefferson County, Alabama.

Tract 12 – commonly known as 203 E. College St

Situate, lying and being in Shelby County, Alabama, and more particularly described as follows:

TRACT I:

Commence on the East line of Section 26, Township 21 South, Range 1 West, Shelby County, Alabama, at a point 1010.86 feet North of the one-half mile corner of said Section 26; thence North 73 degrees 20 minutes East 16 feet to the point of beginning; run thence South 04 degrees 15 minutes East for a distance of 125 feet along the East margin of an alley leading South from East College Street to a point; thence run North 73 degrees 05 minutes East 151.23 feet to a point; run thence North 15 degrees 15 minutes West 125 feet to the North side of the paved sidewalk on the South side of East College Street; run thence South 71 degrees 45 minutes West along North margin of sidewalk a distance of 128 feet to point of beginning; being situated in the Southwest Quarter of Northwest Quarter of Section 25, Township 21 South, Range 1 West, Columbiana, Shelby County, Alabama.

TRACT II:

Commence at a 1-inch round bolt in place being the Southeast intersection of Milner Street and East College Street; thence proceed North 75 degrees 26 minutes 21 seconds East along the Southerly right of way of Alabama Highway 25 (East College Street) for a distance of 127.90 feet to a 3/4-inch square iron in place, said point being the point of beginning; from this beginning point continue North 75 degrees 26 minutes 21 seconds East along the Southerly right of way of said Alabama Highway 25 for a distance of 100.14 feet to a 3/8-inch rebar in place; thence proceed South 11 degrees 42 minutes 47 seconds East for a distance of 196.32 feet to a 1-inch pipe in place; thence proceed South 75 degrees 23 minutes 26 seconds West for a distance of 100.15 feet (set 1/2-inch rebar); thence proceed North 11 degrees 42 minutes 47 seconds West for a distance of 196.40 feet to the point of beginning. The above described land is located in the SW 1/4 of the NW 1/4 of Section 25, Township 21 South, Range 1 West, Shelby County, Alabama.



20240729000231860 23/25 \$94.00  
Shelby Cnty Judge of Probate, AL  
07/29/2024 10:13:37 AM FILED/CERT

MORTGAGE Book 2024 Page 30721  
Tuscaloosa County, Alabama

Source of title: deed recorded in Instrument Number 20240411000103520, in the Office of the Probate Judge for Shelby County, Alabama.

Tract 13 – commonly known as 4623 and 4637 Grantswood Rd

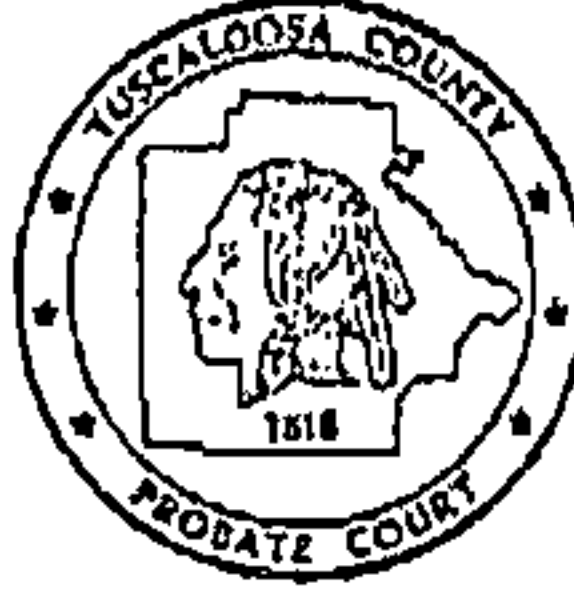
The Land Referred to Herein Below is Situated in the County of Jefferson, State of Alabama and is Described as Follows:

Lot 1, according to the Final Plat of DC Oil Company Plat No. 1, of record in the Office of the Judge of Probate for Jefferson County, Alabama in Map Book 254, Page 15.

Source of title: deed of record in Instrument Number 2024021589, in the Office of the Probate Judge for Jefferson County, Alabama.



Ward D."Rob" Robertson, III  
Judge of Probate  
Lisa M. Whitehead  
Chief Clerk



Tuscaloosa County Courthouse  
714 Greensboro Ave, Ste 121  
Tuscaloosa, AL 35402

(205) 464-8204



20240729000231860 24/25 \$94.00  
Shelby Cnty Judge of Probate, AL  
07/29/2024 10:13:37 AM FILED/CERT

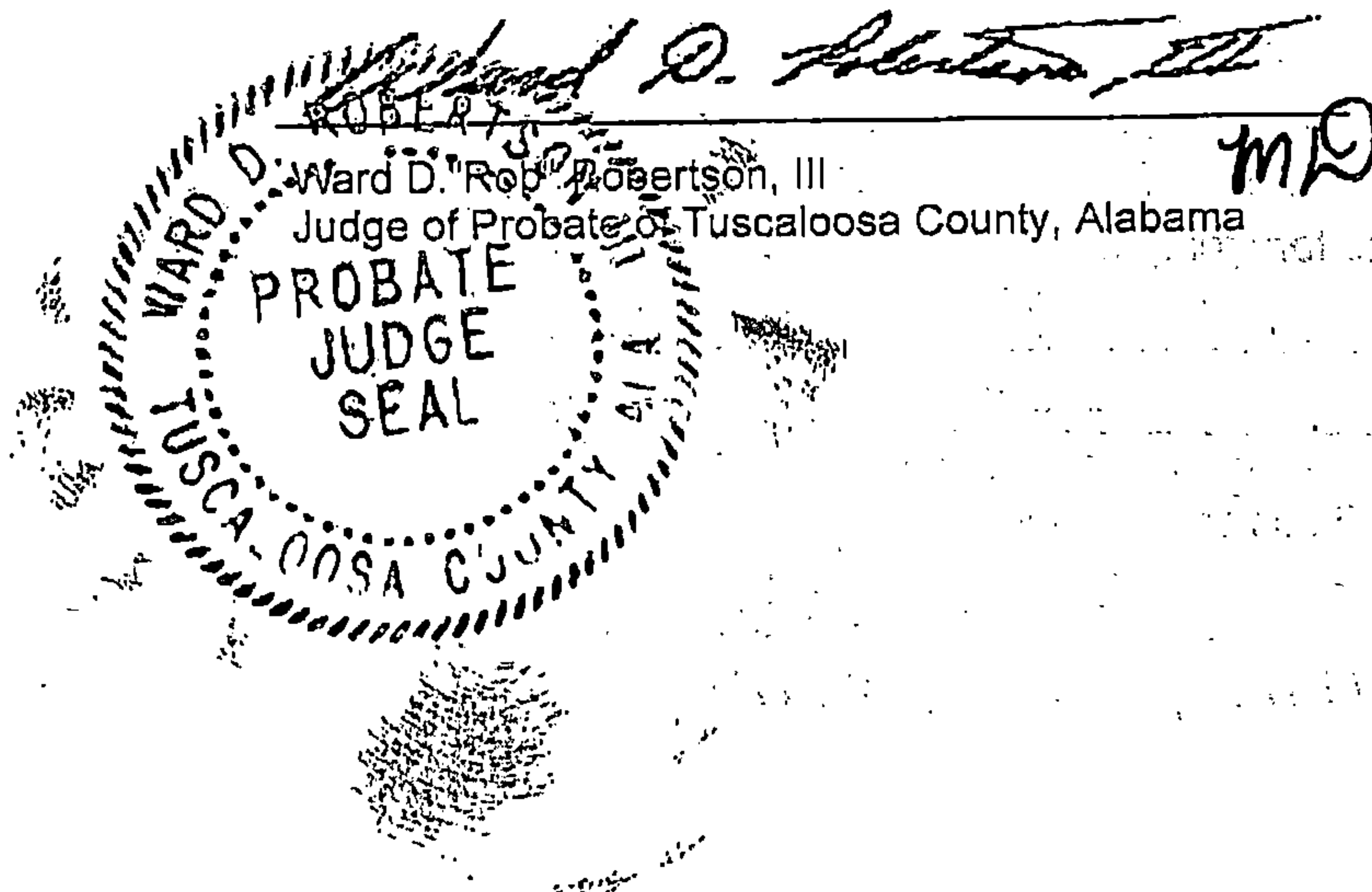
**Multi-County Tax Collection and Distribution Certification**

Instrument Type: Mortgage and Security Agreement  
From: KENT STORE DEVELOPMENT LLC et al  
To: CAPITAL ONE NATIONAL ASSOCIATION  
Recorded in: MORTGAGE Book 2024, Page 30665  
Recorded Date/Time: 5/24/2024 10:49:47AM

Mortgage Tax Collected	\$22,500.00	2/3 State	\$14,250.00
Less 5% Commission	\$1,125.00	1/3 County	\$7,125.00
Total	<u>\$21,375.00</u>	Total	<u>\$21,375.00</u>

County	% in County	Amount Remitted
Tuscaloosa	23.53%	\$1,676.51
Bibb	23.70%	\$1,688.63
Jefferson	37.10%	\$2,643.38
Shelby	15.67%	\$1,116.49
Total	<u>100.00%</u>	<u>\$7,125.00</u>

I, Ward D."Rob" Robertson, III, Judge of Probate of Tuscaloosa County, Alabama hereby certify the taxes shown have been collected and to be disbursed accordingly.







20240729000231860 25/25 \$94.00  
Shelby Cnty Judge of Probate, AL  
07/29/2024 10:13:37 AM FILED/CERT

## CERTIFICATION

STATE OF ALABAMA  
BIBB COUNTY

I, Stephanie W. Kemmer, Judge of Probate in and for this  
State and County aforesaid do hereby certify that this  
within and foregoing is a true and correct copy of:

Subordination Agreement  
Book 2024 Page 4641

as the same appears and remains of record in the  
Probate Office of Bibb County, Alabama.

Dated this the 8<sup>th</sup> day of July 2024  
Stephanie W. Kemmer  
\_\_\_\_\_  
Judge of Probate