

Prepared by and after recording, return to:

FC-V Financial, L.P.
5718 Westheimer, Suite 1450
Houston, Texas 77057

(Space above this line for recording purposes only.)

SUBORDINATION AGREEMENT

STATE OF ALABAMA §
 §
COUNTY OF SHELBY §

This SUBORDINATION AGREEMENT is made and entered into effective as of the 6 day of February, 2025, by and between **JLM WALKER SPRINGS, LLC**, an Alabama limited liability company (“*Borrower*”), having a mailing address of 416 Ves Trace, Vestavia Hills, Alabama 35216, **CARAVEL VENTURES, LLC**, a Texas limited liability company (“*Subordinate Lender*”), having a mailing address of 1900 West Kirkwood Blvd., Suite 2300B, Southlake, Texas 76092, for the benefit of **FC-V FINANCIAL, L.P.**, a Delaware limited partnership (“*First Continental*”), having a mailing address of 5718 Westheimer, Suite 1450, Houston, Texas 77057.

WITNESSETH:

WHEREAS, Borrower has executed that certain Promissory Note (together with all renewals, rearrangements, modifications, enlargements, and amendments, the “*First Continental Note*”) dated December 20, 2024, in the original principal amount of FIVE MILLION ONE HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS (\$5,115,000.00), payable to the order of First Continental; the First Continental Note is secured by, among other things, a Mortgage and Security Agreement of even date therewith executed by Borrower to First Continental, which Mortgage and Security Agreement is filed for record in the Official Public Records of Shelby County, Alabama, under Document No. 20241223000390070 (the “*First Continental Mortgage*”), which First Continental Mortgage covers and encumbers the real property (“*Property*”) described on *Exhibit A* attached thereto (the liens created by the First Continental Mortgage and the liens created by any other security documents now or hereafter executed, delivered, or authorized by Borrower in connection with securing payment of the Note [such other security documents being hereinafter called the “*First Continental Security Documents*”] are herein referred to as the “*First Continental Liens*”);

WHEREAS, Borrower has contemporaneously executed that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated February 6, 2025, to be filed for record of even date herewith in the Official Public Records of Shelby County, Alabama, to the Subordinate Lender (the “**Inferior Mortgage**”) securing the payment of a certain Promissory Note (together with all renewals, rearrangements, modifications, enlargements, and amendments) (the “**Inferior Indebtedness**”) of even date with the Inferior Mortgage, in the original principal amount of up to FIVE HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$540,000.00), payable to the order of Subordinate Lender (which Inferior Indebtedness and any and all liens now or hereafter securing same, including, without limitation, the Inferior Mortgage, are hereinafter referred to as the “**Inferior Liens**”);

WHEREAS, the Inferior Indebtedness evidences funds advanced or to be advanced by Subordinate Lender as part of Borrower’s equity for the acquisition and development of the Property; and

WHEREAS, as an inducement and condition precedent for First Continental to provide the financing to Borrower evidenced by the First Continental Note, Subordinate Lender has agreed to subordinate the Inferior Liens and the Inferior Indebtedness to the First Continental Liens and any renewals, supplements, modifications, rearrangements, amendments or extensions of the First Continental Note and the First Continental Liens or any indebtedness created or incurred in substitution therefor.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable considerations the undersigned parties hereby agree as follows:

1. Until the First Continental Note is paid in full, Subordinate Lender does hereby agree that the Inferior Liens and Subordinate Lender’s right, title and interests in and to the Property shall at all times be and remain subordinate and inferior to the First Continental Note and the First Continental Liens, and all renewals, supplements, modifications, extensions, amendments and rearrangements thereof, whether evidenced by a new note or notes or liens or renewals, extensions or rearrangements of the existing First Continental Note and the First Continental Liens, including, without limitation, any documents in favor of First Continental executed by Borrower assigning Borrower’s interest in any amounts payable to Borrower by any governmental authority, and to First Continental’s right, title and interests in and to the Property. Provided that no Event of Default (as defined in the First Continental Mortgage) has occurred, First Continental does hereby agree that any portion of “**Net Sales Proceeds**” (as defined in the First Continental Mortgage) or any other sums received by Borrower from the sale of any portion of the Property, to the extent not payable to First Continental under the terms of the First Continental Security Documents, may be used to make any payments due under the Inferior Indebtedness. Subordinate Lender unconditionally agrees to execute and deliver a release of the Inferior Liens covering any portion of the Property encumbered by the Inferior Mortgage in connection with the sale of all or a portion of such Property by Borrower to purchasers. Subordinate Lender hereby agrees to accept as a release price for each such portion of the Property an amount not to exceed the net sales proceeds paid in connection with the sale after deducting (i) normal and customary costs incurred in connection with such sale and (ii) First Continental’s release price required in the First Continental Mortgage, as the same may be amended from time to time. If there are no net sales proceeds remaining from the sale of such portion of the Property after payment of such costs and

First Continental's release price, or if such proceeds are insufficient to pay such costs and First Continental's release price, Subordinate Lender unconditionally agrees to release such portion of the Property from the Inferior Liens upon its sale to a purchaser without payment or consideration. In the event that Subordinate Lender fails for any reason to execute and deliver any partial release of any portion of the Property from the Inferior Liens pursuant to the terms hereof, a partial release of such portion of the Property executed by First Continental automatically shall constitute a partial release of such portion of the Property from the Inferior Liens.

2. This subordination is automatic and self-operative, without the necessity of further act or written instrument executed by Subordinate Lender, including Subordinate Lender's joinder and/or consent to any renewal, supplement, modification, extension, amendment and rearrangement instrument with respect to the First Continental Liens. If, however, requested in writing by First Continental, Subordinate Lender shall on demand execute, acknowledge and deliver any and all such documents as may be required by First Continental to evidence the superior status of the First Continental Note and the First Continental Liens.

3. So long as First Continental, or its successors or assigns, holds the First Continental Liens, or retains an interest in the First Continental Liens, First Continental shall not be entitled to exercise any remedies provided in the First Continental Mortgage, the First Continental Note, or any of the First Continental Security Documents until after compliance with the following procedures:

a. First Continental, when giving any notice to Borrower of any default under the First Continental Mortgage, the First Continental Note, or any of the First Continental Security Documents as to which First Continental intends to accelerate the maturity of the First Continental Note, shall send a copy of such notice to Subordinate Lender (the "**Notice**");

b. If the default so noticed can be cured by the payment of money, Subordinate Lender shall have the right, but no obligation, in place of Borrower to cure such default by payment of money within five (5) days of Subordinate Lender's receipt of the Notice; and

c. If the default so noticed is not a default which can be cured by the payment of money but is curable by other actions taken by Subordinate Lender within thirty (30) days of Subordinate Lender's receipt of the Notice, Subordinate Lender shall have the right, but not the obligation, in place of Borrower to promptly commence to cure such default and to proceed diligently at all times to a completion of such cure within thirty (30) days of Subordinate Lender's receipt of the Notice.

4. Borrower hereby covenants and agrees that First Continental and Subordinate Lender may communicate (such communications in any form, whether written, oral or otherwise, collectively the "**Communications**") directly with each other, with or without Borrower being a party and in event without any further consent from Borrower, about any and all matters relating to (i) the development of the project (the "**Project**") contemplated or referenced in the First Continental Note, the First Continental Mortgage, the First Continental Security Documents, the Inferior Liens, or any other documents executed in connection with or related, directly or indirectly, to the aforementioned documents (collectively, the "**Project Documents**"), to (ii) the

Project Documents, or (iii) any other matters reasonably relevant to the Project or the Project Documents. The Communications may include, but shall not be limited to, discussions relating to default remedies that may be pursued or possible loan restructurings or workout arrangements in connection with a default under any of the Project Documents. Borrower hereby authorizes such communications and waives any and all rights to notice (whether prior, concurrent or after the fact) of the Communications. IN ADDITION, BORROWER HEREBY RELEASES FIRST CONTINENTAL AND SUBORDINATE LENDER, AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, EMPLOYEES, PARTNERS, MEMBERS AND MANAGERS (ALL THE FOREGOING BEING COLLECTIVELY REFERRED TO HEREIN AS THE “**RELEASED PARTIES**”), FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, AND OTHER ACTIONS OR CHARGES NOW OR HEREAFTER EXISTING, WHETHER KNOWN OR UNKNOWN, IN CONTRACT OR IN TORT (COLLECTIVELY, THE “**CLAIMS**”), WHICH BORROWER MAY HAVE ARISING OUT OF OR RELATING TO THE COMMUNICATIONS (INCLUDING WITHOUT LIMITATION THE OMISSION OR FAILURE OF FIRST CONTINENTAL AND SUBORDINATE LENDER TO HAVE THE COMMUNICATIONS).

5. All notices or communications hereunder will be in writing and will be deemed to have been received (a) when delivered personally by hand to the recipient or when transmitted by facsimile to the recipient (with telephonic confirmation by the sender to the recipient), (b) one (1) business day after transmittal by overnight courier, or (c) three (3) days after mailing by U.S. registered or certified, first class mail (postage prepaid) to the parties at their addresses as set forth above or at such other address as any party shall from time to time designate to the others by notice given as herein provided.

6. Borrower joins in the execution hereof to evidence its consent hereto and its agreement to be bound by the provisions of this Subordination Agreement.

7. This Subordination Agreement shall not be amended or changed except by the prior written consent of First Continental and a written instrument signed by the undersigned parties.

8. If any term or provision of this Subordination Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Subordination Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Subordination Agreement shall be valid and enforceable to the fullest extent permitted by law.

9. This Subordination Agreement has been negotiated in and shall be construed and enforced in accordance with the laws of the State of Texas.

10. All personal pronouns used in this Subordination Agreement shall include the other genders whether used in the masculine or feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

11. This Subordination Agreement shall be binding upon and shall inure to the benefit of and be enforceable by First Continental, its respective successors and assigns and each

subsequent holder of any of the First Continental Note and the First Continental Liens securing its payment, and any reference herein to First Continental shall be deemed to include a reference to such successors, assigns and holders. This Subordination Agreement shall be binding upon and shall inure to the benefit of Subordinate Lender and his executors, administrators, heirs, and assigns and each subsequent beneficiary of the Inferior Liens, and each reference herein to Subordinate Lender shall be deemed to include a reference to such executors, administrators, heirs, assigns, and beneficiaries.

12. This Subordination Agreement embodies the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any prior understandings written or oral between the parties.

13. This Subordination Agreement may be executed in any number of counterparts, and it is not necessary that the signatures of all parties hereto be contained on any one counterpart hereof; each counterpart will be deemed to be an original and all together shall constitute one and the same document.

[Remainder of the page intentionally left blank.]

EXECUTED under seal on the dates set forth below to be effective as of the

6th day of
4th
February, 2025.

SUBORDINATE LENDER:

CARAVEL VENTURES, LLC
a Texas limited liability company

By: Joelyn Ansley
JOCELYN ANSLEY
Manager

Address for Notices:

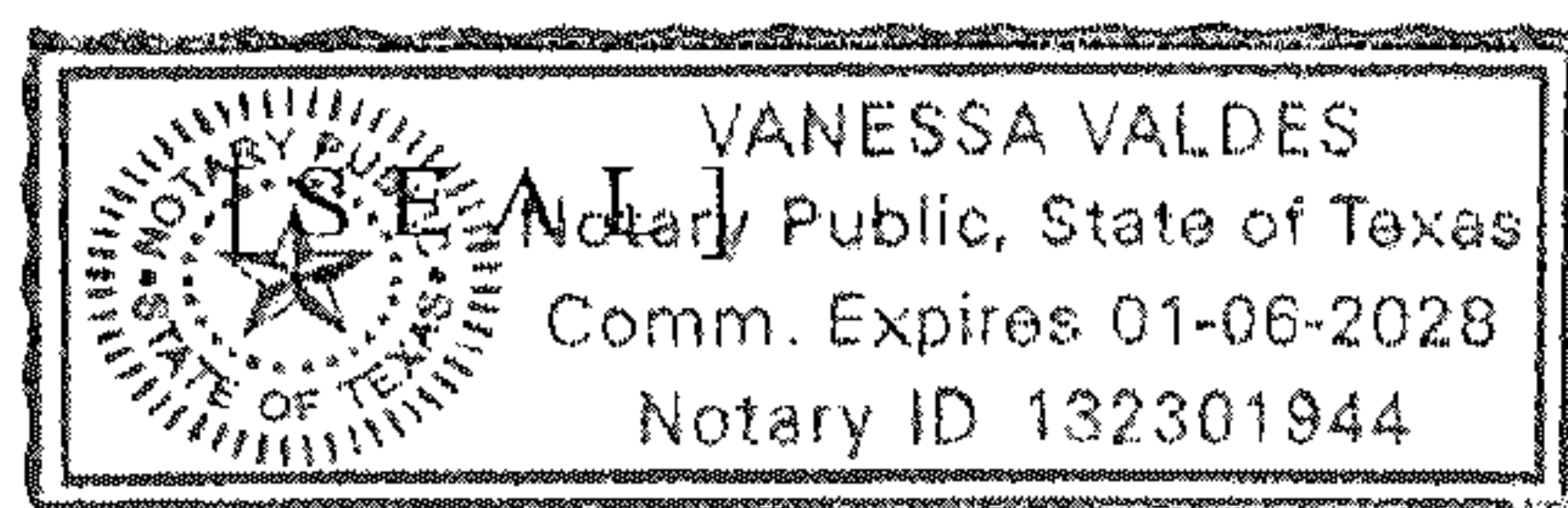
1900 West Kirkwood Blvd., Suite 2300B
Southlake, Texas 76092

THE STATE OF TEXAS

COUNTY OF Tarrant

§
§
§

This instrument was acknowledged before me on the 4th day of February, 2025, by JOCELYN ANSLEY, the Manager of **CARAVEL VENTURES, LLC**, a Texas limited liability company on behalf of said company.



V. Valdes
Notary Public, State of Texas

LENDER:

FC-V FINANCIAL, L.P.,
a Delaware limited partnership

By: FC-V MGMT, LLC,
a Texas limited liability company,
its General Partner

By: Kathy Willis
Name: Kathy Willis
Title: Vice President

Address for Notices:

5718 Westheimer, Suite 1450
Houston, Texas 77057
Attn: Todd Aiken

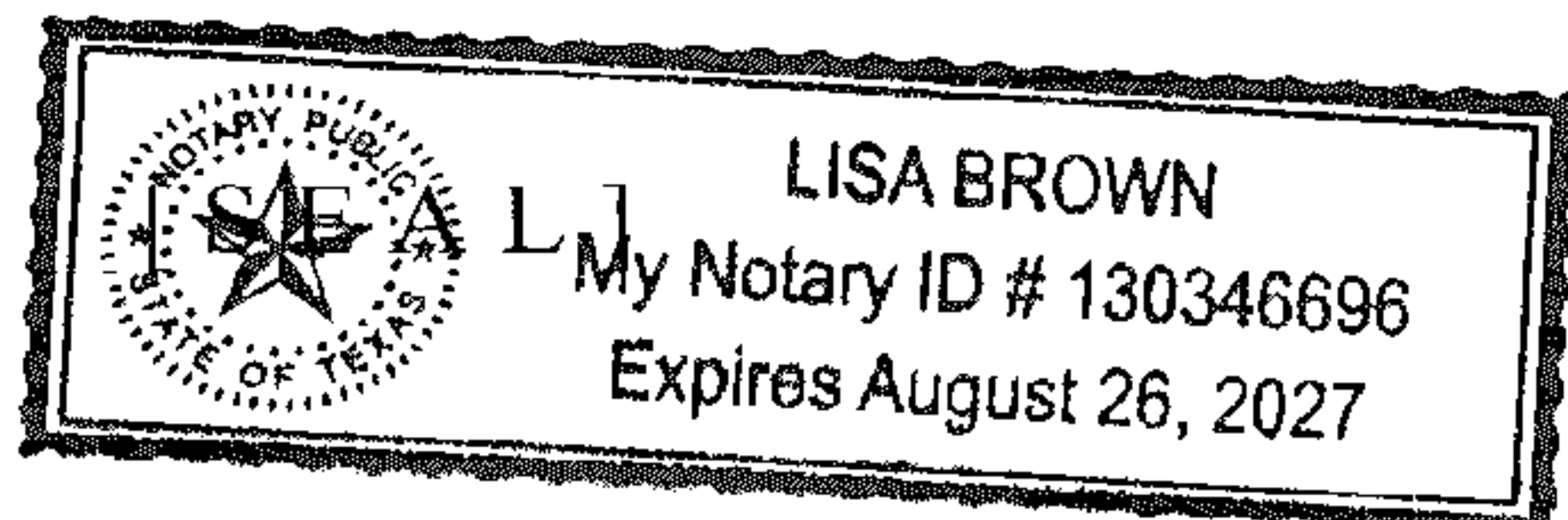
STATE OF TEXAS

COUNTY OF HARRIS

§
§
§

Before me, Lisa Brown, on this day personally
appeared Kathy Willis, Vice President of FC-V MGMT
LLC, a Texas limited liability company, General Partner of FC-V Financial, L.P., a Delaware
limited partnership, known to me to be the person whose name is subscribed to the foregoing
instrument and acknowledged to me that he executed the same for the purposes and consideration
therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 10 day of February, 2025.



Lisa Brown
Notary Public in and for the State of Texas

BORROWER:

JLM WALKER SPRINGS, LLC,

By: 
J. Levi Mixon, Manager

Address for Notices:

416 Ves Trace
Vestavia Hills, Alabama 35216
Attn: J. Levi

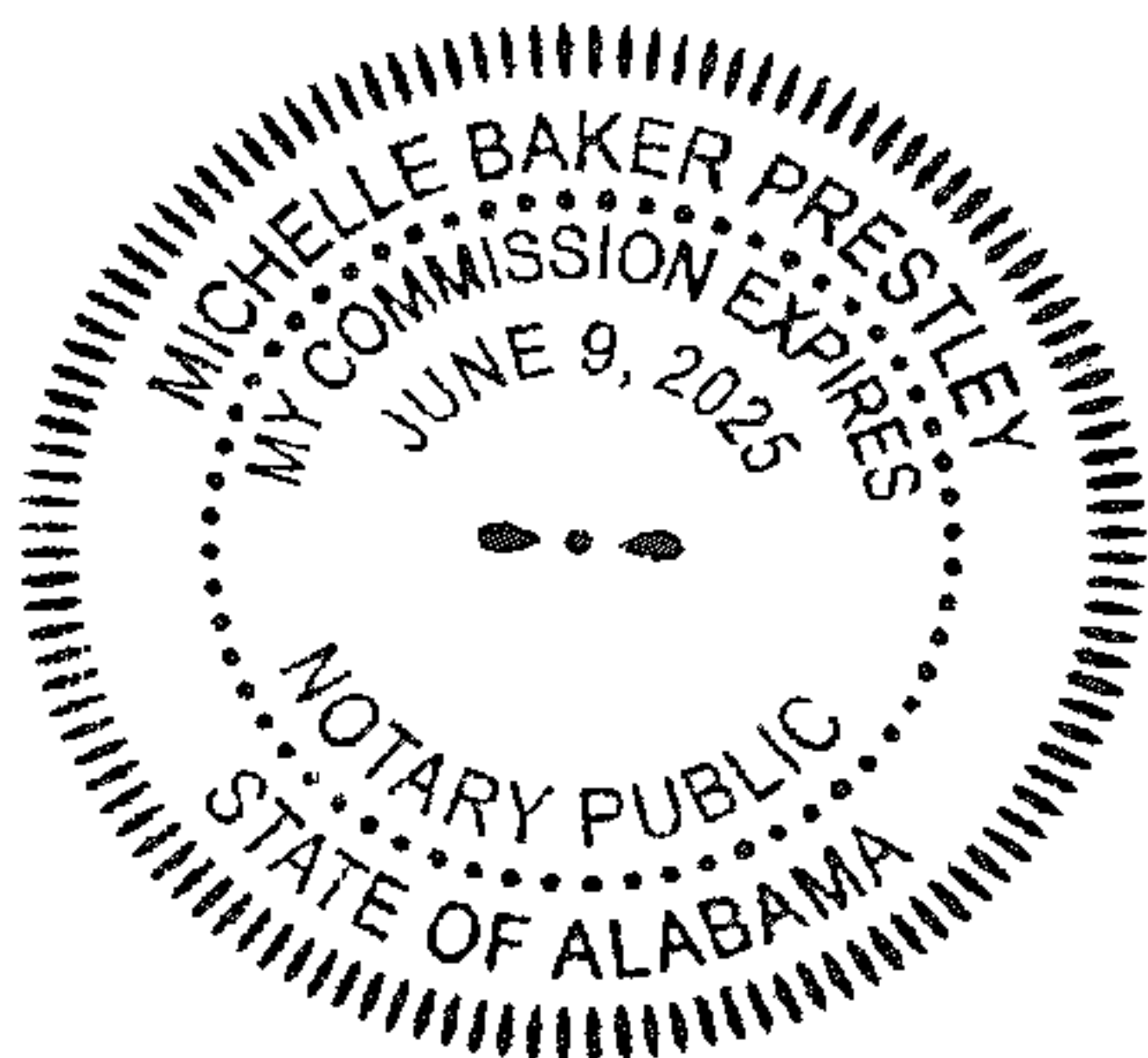
Mixon


STATE OF ALABAMA §
 §
COUNTY OF JEFFERSON §

I, the undersigned Notary Public in and for said County, in said State, hereby certify that J. Levi Mixon, the Manager of JLM WALKER SPRINGS, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal, this 6th day of February, 2025.

(Affix Seal)




Notary Public

Commission Expires: 6/9/2025

EXHIBIT A**LEGAL DESCRIPTION****LEGAL DESCRIPTION****Tract 1:**

Commence at a 3" pipe being the Southwest corner of Section 25, Township 21 South, Range 3 West, Shelby County, Alabama; thence N 18°21'04" E a distance of 4537.48 feet to a concrete monument lying on the South right of way of County Road 12; thence along a curve turning to the right an arc length of 518.67 feet, with a radius of 2824.67 feet, a chord bearing of S 65°11'43" E, and a chord length of 517.92 feet to the Point of Beginning; thence continue along said South right of way along a curve turning to the right an arc length of 151.39 feet, with a radius of 2824.67 feet, a chord bearing of S 58°23'59" E, and a chord length of 151.37 feet; thence leaving said right of way S 27°29'47" W a distance of 172.81 feet; thence S 08°24'54" E a distance of 67.30 feet; thence S 41°50'31" W a distance of 135.79 feet; thence S 56°44'36" E a distance of 58.49 feet; thence S 15°39'23" W a distance of 80.00 feet; thence S 13°21'05" W a distance of 40.00 feet; thence S 11°54'36" W a distance of 40.00 feet; thence S 10°28'07" W a distance of 40.00 feet; thence S 09°01'38" W a distance of 40.00 feet; thence S 07°35'09" W a distance of 40.00 feet; thence S 06°08'40" W a distance of 40.00 feet; thence S 04°42'11" W a distance of 40.00 feet; thence S 03°15'42" W a distance of 40.00 feet; thence S 01°49'13" W a distance of 40.00 feet; thence S 00°22'44" W a distance of 40.00 feet; thence S 01°03'45" E a distance of 40.00 feet; thence S 02°30'14" E a distance of 40.00 feet; thence S 03°56'43" E a distance of 40.00 feet; thence S 05°23'12" E a distance of 40.00 feet; thence S 06°49'41" E a distance of 40.00 feet; thence S 08°16'10" E a distance of 40.00 feet; thence S 09°42'39" E a distance of 40.00 feet; thence S 11°09'08" E a distance of 40.00 feet; thence S 79°01'40" W a distance of 120.01 feet; thence with a curve turning to the left an arc length of 34.11 feet, with a radius of 1710.00 feet, a chord bearing of S 12°22'52" E, and a chord length of 34.11 feet; thence S 12°57'09" E a distance of 16.41 feet; thence S 77°02'51" W a distance of 70.00 feet; thence with a curve turning to the left an arc length of 38.80 feet, with a radius of 25.00 feet, a chord bearing of N 57°25'10" W, and a chord length of 35.02 feet; thence S 78°06'50" W a distance of 138.25 feet; thence S 11°53'10" E a distance of 120.00 feet; thence S 78°06'50" W a distance of 80.00 feet; thence S 11°53'10" E a distance of 27.76 feet; thence N 82°43'10" E a distance of 19.13 feet; thence with a curve turning to the right an arc length of 606.32 feet, with a radius of 183.00 feet, a chord bearing of S 87°38'12" W, and a chord length of 364.65 feet; thence with a compound curve turning to the right an arc length of 454.97 feet, with a radius of 345.00 feet, a chord bearing of N 40°20'02" E, and a chord length of 422.71 feet; thence N 78°06'50" E a distance of 121.90 feet; thence N 11°53'10" W a distance of 36.94 feet; thence N 34°15'19" E a distance of 24.44 feet; thence with a curve turning to the right an arc length of 825.22 feet, with a radius of 1900.00 feet, a chord bearing of N 06°33'52" E, and a chord length of 818.75 feet; thence N 23°09'42" E a distance of 112.65 feet; thence S 66°50'18" E a distance of 90.70 feet; thence N 23°09'42" E a distance of 50.00 feet; thence with a curve turning to the left an arc length of 38.58 feet, with a radius of 25.00 feet, a chord bearing of N 68°57'19" E, and a chord length of 34.86 feet; thence with a reverse curve turning to the right an arc length of 170.13 feet, with a radius of 1780.00 feet, a chord bearing of N 27°29'13" E, and a chord length of 170.06 feet to the Point of beginning, having an area of 12.12 acres, more or less.

Tract 2:

Commence at a 3" pipe being the Southwest corner of Section 25, Township 21 South, Range 3 West, Shelby County, Alabama; thence S 86°56'17" E a distance of 906.72 feet to a 2" pipe; thence S 86°54'24" E a distance of 1914.40 feet to a 2" pipe on the West right of way of County Road 12; thence along said West right of way N 6°36'56" E a distance of 1314.17 feet to the Point of Beginning; thence leaving said right of way N 83°24'40" W a distance of 25.00 feet; thence N 85°36'56" W a distance of 59.57 feet; thence N 83°24'44" W a distance of 120.00 feet; thence S 43°18'22" W a distance of 83.63 feet; thence N 83°24'44" W a distance of 120.00 feet; thence N 06°35'16" E a distance of 200.00 feet; thence N 09°30'09" W a distance of 72.16 feet; thence N 83°24'44" W a distance of 120.00 feet; thence N 61°03'19" W a distance of 54.06 feet; thence N 83°24'44" W a distance of 120.00 feet; thence S 06°35'16" W a distance of 20.56 feet; thence N 83°24'44" W a distance of 131.33 feet; thence S 65°50'09" W a distance of 89.65 feet; thence N 73°49'26" W a distance of 120.00 feet; thence N 85°16'27" W a distance of 50.78 feet; thence N 76°23'31" W a distance of 120.00 feet; thence N 19°58'27" E a distance of 76.51 feet; thence N 41°08'10" W a distance of 74.29 feet; thence N 05°06'09" W a distance of 114.97 feet; thence with a curve turning to the right an arc length of 422.07 feet, with a radius of 965.00 feet, a chord bearing of N 84°03'27" E, and a chord length of 418.72 feet; thence S 83°24'44" E a distance of 758.11 feet; thence S 38°23'54" E a distance of 70.73 feet; thence S 83°23'04" E a distance of 25.00 feet to a point on the West right of way of County Road 12; thence along said right of way S 06°36'56" W a distance of 464.97 feet to the Point of Beginning, having an area of 10.59 acres, more or less.

Source of title for Tracts 1 and 2: deed of record in Instrument No. 20241223000390060, in the Office of the Judge of Probate for Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
02/11/2025 08:16:49 AM
\$49.00 PAYGE
20250211000041150

Allen S. Bayl

Exhibit A