

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

**THIRD AMENDMENT TO
MT LAUREL TOWN CENTER COVENANTS**

THIS THIRD AMENDMENT TO MT LAUREL TOWN CENTER COVENANTS (this “Amendment”) is made and entered into as the 2nd day of October, 2025 by and between **MT LAUREL TOWN MANAGEMENT, INC.**, an Alabama corporation (“Developer”), and **EBSCO DEVELOPMENT COMPANY, INC.**, an Alabama corporation (“EDC”).

RECITALS:

Developer has heretofore submitted certain real property owned by Developer to the terms and provisions of the Mt Laurel Town Center Covenants dated as of March 19, 2003 and recorded as Instrument 2003032700018450 in the Office of the Judge of Probate of Shelby County, Alabama (the “Probate Office”), as amended by First Amendment thereto dated as of June 22, 2004 and recorded as Instrument 20040623000340730 in the Probate Office and as further amended by Second Amendment thereto dated April 5, 2007 and recorded as Instrument 20070405000154820 in the Probate Office (collectively, the “Town Center Covenants”). *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Town Center Covenants.*

EDC is the owner of that certain real property (the “Additional Property”) which is more particularly described in **Exhibit A** attached hereto and incorporated herein by reference.

Pursuant to Section 2.3 of the Town Center Covenants, Developer and EDC desire to submit the Additional Property to all of the terms and provisions of the Town Center Covenants.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and EDC do hereby agree as follows:

1. **Additional Property.** Pursuant to the terms and provisions of Section 2.3 of the Town Center Covenants, Developer and EDC hereby declare that the Additional Property described in **Exhibit A** hereto shall be held, developed, improved, transferred, sold, conveyed, leased, occupied and used subject to all of the easements, covenants, conditions, restrictions, charges, liens, Merchants’ Association Assessments and regulations set forth in the Town Center Covenants, all of which shall be binding upon and inure to the benefit of all parties acquiring or having any right, title or interest in any portion of the Additional Property and their respective heirs, executors, administrators, personal representatives, successors and assigns. All references in the Town Center Covenants to the Town Center Property shall mean the real property described in the Town Center Covenants as the Town Center Property and the Additional

Property described in **Exhibit A** hereto and all other additional property which has been or may be submitted to the terms and provisions of the Town Center Covenants.

2. **Full Force and Effect.** Except as expressly modified and amended by this Amendment, all of the terms and provisions of the Town Center Covenants shall continue in full force and effect and are hereby ratified, confirmed and approved by Developer and EDC.

IN WITNESS WHEREOF, Developer and EDC have executed this Amendment as of the day and year first above written.

MT LAUREL TOWN MANAGEMENT, INC., an Alabama corporation

By: [Signature]
 Printed Name: Nicholas Dawson
 Its: Vice President

STATE OF ALABAMA)
 :
 COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Nicholas Dawson, whose name as Vice President of MT LAUREL TOWN MANAGEMENT, INC., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 2nd day of October, 2025.

[Signature]
 Notary Public
 My Commission Expires: 11/9/2026



EBSCO DEVELOPMENT COMPANY, INC., an
Alabama corporation

By: [Signature]
Printed Name: Nicholas Dawson
Its: Vice President

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby
certify that Nicholas Dawson, whose name as Vice President of EBSCO
DEVELOPMENT COMPANY, INC., an Alabama corporation, is signed to the foregoing
instrument and who is known to me, acknowledged before me on this day that, being informed of
the contents of said instrument, he, as such officer with full authority, executed the same
voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 2nd day of October, 2025.

[Signature]
Notary Public
My Commission Expires: 11/9/2025



THIS INSTRUMENT PREPARED BY AND UPON
RECORDING SHOULD BE RETURNED TO:
Stephen R. Monk, Esq.
Bradley Arant Boult Cummings LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, Alabama 35203
(205) 521-8429

Exhibit A

Legal Description of Additional Property

Lots 1-04A and 1-04B, according to the Final Plat of the Private Subdivision of Mt Laurel – Phase I, Block 1-Sector 2, as recorded in Map Book 45, Page 34 in the Office of the Judge of Probate of Shelby County, Alabama.



**Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
10/03/2025 10:32:40 AM
\$31.00 KELSEY
20251003000305680**

Allie S. Bayl