

SUBORDINATION OF LIEN
(Ammersee Lakes Sector III Subdivision)

WHEREAS, **Empire Pipe and Supply, Inc.**, a Delaware corporation (the "Supplier") has delivered materials (the "Work") to **Ammersee Lakes, LLC**, an Alabama limited liability company (the "Borrower"), in connection with the construction of certain improvements generally described as a residential subdivision to be known as Ammersee Lakes Sector III (the "Project"), on real property located in Shelby County, Alabama, as more particularly described below (the "Property"):

See attached Exhibit "A"

WHEREAS, **Adams Homes, LLC.**, (the "Lender") has made available to the Borrower a closed-end construction line of credit (the "Loan") for the construction and development of the Project, secured by the Property and the improvements located or to be located thereon, and has made, or is about to make, a disbursement to the Borrower under the Loan pursuant to the terms of the Construction Loan Agreement and a Mortgage and Security Agreement (the "Loan Documents"), or so much thereof as may be advanced pursuant to the terms of the Loan Documents; and

WHEREAS, Supplier's subordination as set forth herein is an express condition precedent to Lender's obligation to make construction advances.

NOW, THEREFORE, for and in consideration of the sum of \$10.00 in hand paid by the Borrower and the Lender to the Supplier, and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, and in order to induce the Lender to provide construction funding under the Loan Documents, the Supplier does hereby:

(a) Subordinate any lien or right to any lien of the Supplier, now existing or hereafter arising, on or against the Property to the lien and title of the Lender in and to the Property (as granted to the Lender by the documents evidencing and securing the Loan, including without limitation, the Lender's Mortgage and Security Agreement covering the Property and the other documents described in the Loan Documents) on account of Work to be furnished by the Supplier for improvement of the Property under the Construction Contract.

(b) Warrant and represent that the Supplier (or the individual executing this instrument on behalf of the Supplier) has personal knowledge of the matters herein stated, and is authorized and fully qualified to execute this instrument as or on behalf of the Supplier.

(c) Covenant and agree that this instrument is made in consideration of Lender's extension of credit to Borrower to pay for improvements to the Project, and pursuant to the statutes of the state where the Property is located, with respect to the liens of laborers and

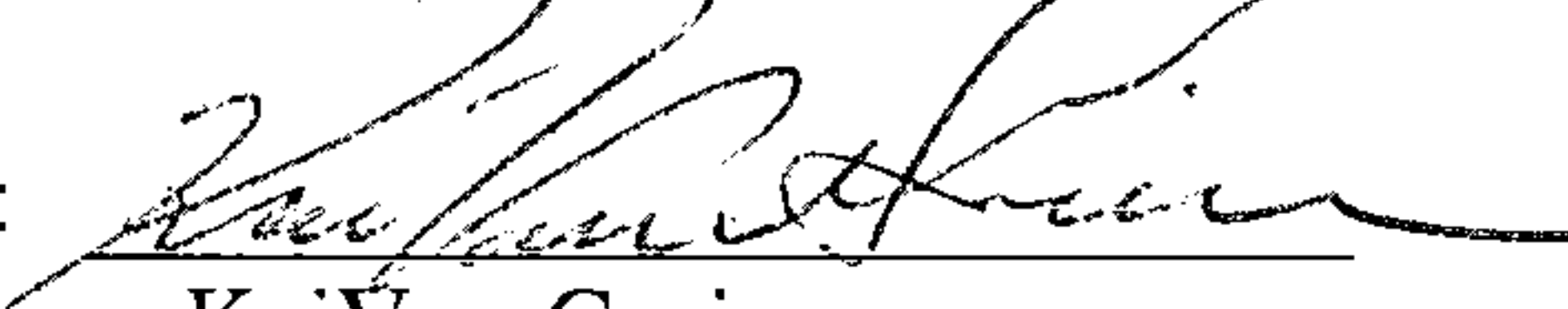
materialmen.

(d) Acknowledge that the Supplier is providing this instrument as an inducement to any title insurance company to issue its affirmative mechanic's or materialmen's lien coverage and as an inducement to the Lender to enter into the Loan Documents and to make the Loan available to the Borrower. This instrument shall not inure to the benefit of any person or entity other than the Lender, the title insurance company and their respective successors and assigns.

IN WITNESS WHEREOF the Contractor has caused this instrument to be executed as of the date set forth below.

SUPPLIER:

Empire Pipe and Supply, Inc.,

By: 
Kai Van Greiner


Its: President

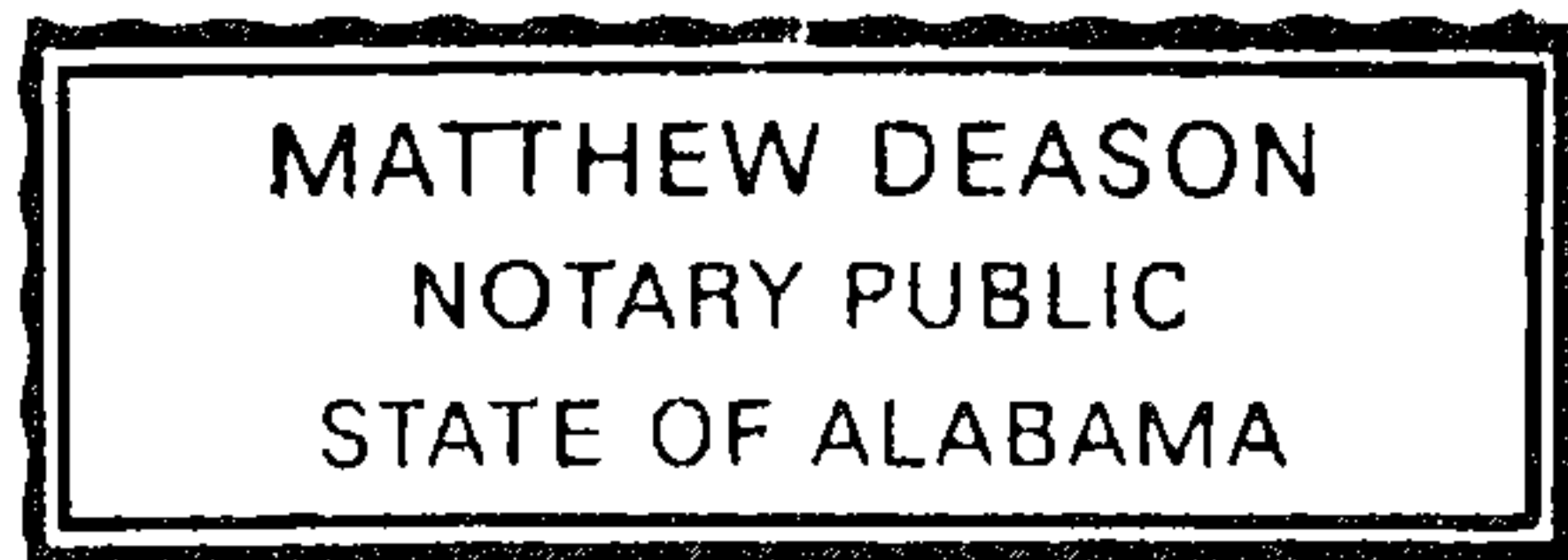
STATE OF Alabama
COUNTY OF Jefferson

I, Matthew Deason, the undersigned Notary Public, in and for said State and County, hereby certify that Kai Van Greiner, in his/her capacity as President of Empire Pipe and Supply, Inc., a Delaware corporation, signed his/her name to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he as such President and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand this 12th day of December, 2025

(S E A L)


Notary Public
My commission expires: 7/28/2028



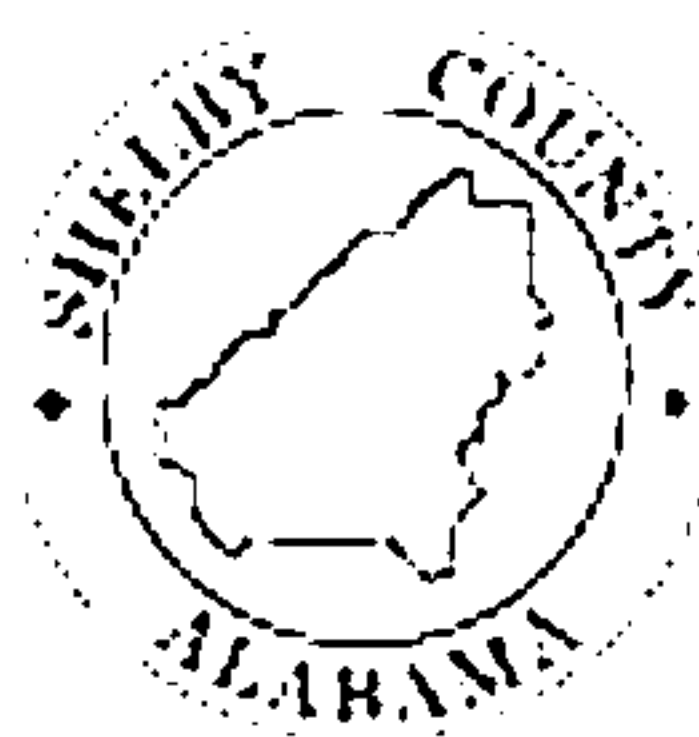
This instrument prepared by:
John W. Monroe, Jr.
Emmanuel, Sheppard & Condon
30 S. Spring St.
Pensacola, FL 32502
10723-157320

Exhibit "A"

A tract of land in and being a part of the South 1/2 of Section 2, Township 22 South, Range 3 West, Shelby County, Alabama.

More particularly described as follows:

Commence at the Southeast corner of Section 2, Township 22 South, Range 3 West, Shelby County, Alabama; thence run North 00 degrees 01 minute 53 seconds East a distance of 1467.80 feet to an 1 inch crimped pipe, and Point of Beginning; thence run North 00 degrees 05 minutes 29 seconds East for a distance of 588.45 feet to an open top pipe; thence run South 88 degrees 33 minutes 44 seconds West for a distance of 359.61 feet to an axle; thence run South 89 degrees 14 minutes 16 seconds West for a distance of 238.30 feet to a 1/2 inch rebar capped rebar (DEC) at the Northeast corner of Lot 44A, recorded in Amended Map of Ammersee Lakes, Second Sector, Map Book 36, Page 99, Probate Office, Shelby County, Alabama; thence run South 00 degrees 49 minutes 30 seconds East along the East line of said Lot 44A for a distance of 99.15 feet to the Southeast corner of said Lot 44A, said Southeast corner being in common with the Northeast corner of a Common Area, recorded in Instrument #20090226000069660 in the Probate Office of Shelby County, Alabama; thence run South 00 degrees 49 minutes 30 seconds East along the East line of said Instrument for a distance of 70.00 feet to the Southeast corner of said Common Area, thence run South 82 degrees 55 minutes 24 seconds West along the southerly line of said Common Area for a distance of 335.53 feet to a 1/2 inch capped rebar (21784 LS) at the Northeast corner of Lot 57, recorded in Amended Map of Ammersee Lakes First Sector, Map Book 28, Page 98B, Probate Office, Shelby County, Alabama; thence run South 06 degrees 34 minutes 26 seconds West along the East line of said Lot 57 for a distance of 120.00 feet to a 1/2 inch capped rebar (21784 LS) at the Southeast corner of said Lot 57, being on the northerly right of way of Ammersee Lakes Drive; thence with a curve turning to the right with a radius of 625.00 feet, with a delta angle of 03 degrees 13 minutes 34 seconds with a chord length of 35.19 feet, with a chord bearing of South 82 degrees 06 minutes 51 seconds East, run along the arc of said curve for a distance of 35.19 feet; thence run South 09 degrees 29 minutes 56 seconds West for a distance of 50.00 feet to the southerly right of way of Ammersee Lakes Drive, being on the northerly line of Lot 23 of said Amended Map of Ammersee Lakes First Sector, thence with a curve turning to the right with a radius of 575.00 feet, with a delta angle of 08 degrees 52 minutes 32 seconds, with a chord length of 88.98 feet, with a chord bearing of South 76 degrees 10 minutes 42 seconds East, run along the arc of said curve for a distance of 89.07 feet to a 1/2 inch capped rebar (21784 LS) at the northeast corner of said Lot 23; thence run South 18 degrees 25 minutes West along the easterly line of Lot 23 and Lot 22 of said Amended Map of Ammersee Lakes, First Sector for a distance of 175.22 feet to a 1/2 inch capped rebar (DEC); thence run South 89 degrees 40 minutes 48 seconds East for a distance of 883.49 feet to the point of beginning.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/22/2025 12:50:20 PM
\$31.00 BRITTANI
20251222000391070

Allen S. Bayl