

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made and entered into as of the 16th day of January 2026, by and among UNITED WHOLESale MORTGAGE, LLC (hereinafter referred to as "Lender"), MILLENNIAL BANK (hereinafter referred to as "Creditor") and TROY FICKEN DUELL and wife, MARTHA BROOKS DUELL (hereinafter collectively referred to as "Debtor").

WITNESSETH:

WHEREAS, the Lender desires to extend a loan to Debtor in the original principal amount of One Hundred Twelve Thousand and no/100 Dollars (\$118,500.00) ("Loan"), which Loan is to be secured by that certain Mortgage to be executed by Debtor in favor of Lender granting to Lender a lien upon that certain real property located at 39197 Alabama 25, Harpersville, Alabama 35078 as more particularly described on the attached Exhibit A ("Specific Property") ("Lender's Lien"); and

WHEREAS, Debtor is currently indebted to Creditor by reason of Guaranty Agreements executed by Debtor in connection with a \$3,700,000.00 debt of Centurian Labs, LLC (the "Borrower") to Creditor, which indebtedness is secured, in part, by that certain Accommodation Mortgage and Security Agreement recorded as Document No. 20231011000301790 on October 11, 2023 and Accommodation Assignment of Rents and Leases recorded as Document No. 20231011000301800 on October 11, 2023 both in the Probate Office of Shelby County, Alabama on various pieces of property owned by Debtor and Duell Property Holdings, LLC (collectively referred to herein as the "Creditor's Lien Documents"); and

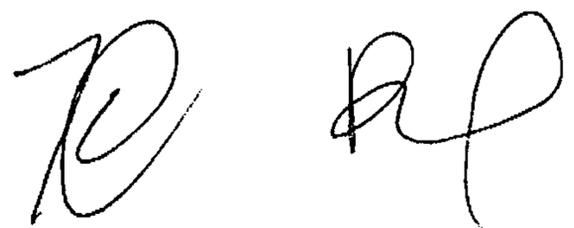
WHEREAS, Creditor is willing to subordinate its lien on the Specific Property **only** and this Subordination shall not apply to or affect Creditor's lien on the other real estate described in the Creditor's Lien Documents; and

WHEREAS, it is a condition precedent to the Lender's extension of the Loan to the Debtor that the Debtor and the Creditor execute and deliver this Subordination Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, to induce the Lender to provide the Loan to the Debtor, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties hereto intending to be legally bound, do hereby agree as follows:

Section 1. **Subordination.** Creditor does hereby subordinate its lien on the Specific Property described on Exhibit A previously granted by Debtor to the Creditor pursuant to the Creditor's Lien Documents to the lien upon the Specific Property created by Lender's Lien granted or to be granted in favor of the Lender.

Section 2. **Validity of Subordination.** The provisions of this Subordination Agreement are solely for the purpose of defining the relative rights of the Lender and the Creditor and shall not impair, as between the Creditor and the Debtor, the obligation of the Debtor, which is unconditional and absolute, to pay and perform its obligations under the loan documents executed in connection with the loan from Creditor, the subject of the Creditor's Lien Documents.



Section 3. Duration. This Subordination Agreement shall become effective when executed by the Debtor and the Creditor and accepted by the Lender, and, when so accepted, shall constitute a continuing agreement of subordination, and shall remain in effect until the obligation secured by Lender's Lien has been paid.

Section 4. Entire Agreement. This Subordination Agreement constitutes and expresses the entire understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether express or implied, oral or written. Neither this Subordination Agreement nor any portion or provision hereof may be changed, waived or amended orally or in any manner other than by an agreement in writing signed by the Lender, the Debtor and the Creditor.

Section 5. Successors and Assigns. This Subordination Agreement shall inure to the benefit of the Lender and its successors and assigns, and shall be binding upon both the Debtor and the Creditor and their respective heirs, executors, successors and assigns.

Section 6. GOVERNING LAW. THE VALIDITY, CONSTRUCTION AND ENFORCEMENT OF THIS SUBORDINATION AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ALABAMA.

Section 7. Severability. The provisions of this Subordination Agreement are independent of and separable from each other. If any provision hereof shall for any reason be held invalid or unenforceable, it is the intent of the parties that such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof, and that this Subordination Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

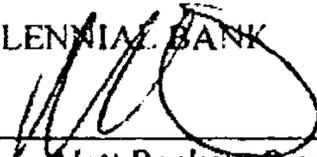
Section 8. Counterparts. This Subordination Agreement may be executed in any number of counterparts, each of which shall constitute an original but which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Subordination Agreement to be signed, sealed and delivered as of the date first above written.

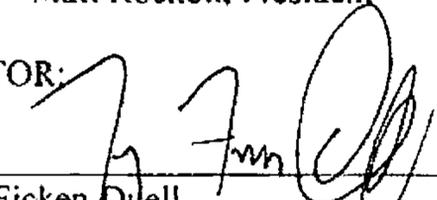
CREDITOR:

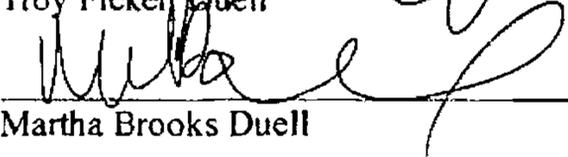
MILLENNIAL BANK

By:


Matt Rockett, President

DEBTOR:


Troy Ficken Duell


Martha Brooks Duell

Prepared by:
Millennial Bank
20 Meadowview Drive
Birmingham, AL 35242

LENDER:

UNITED WHOLESALE MORTGAGE, LLC

By: [Signature]
Its Thomas J. Alfes
Associate General Counsel

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Matt Rockett, whose name as President of Millennial Bank is signed to the foregoing instrument and who is known to me, acknowledged before me on this date that, being informed of the contents of the foregoing instrument, he in said capacity and with full authority, executed the same voluntarily on the day the same bears date on behalf of Millennial Bank.



Given under my hand and official seal of office this the 8th day of January, 2025.

[Signature]
NOTARY PUBLIC
My Commission Expires: 5/9/29

STATE OF MICHIGAN

COUNTY OF OAKLAND

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Thomas J. Alfes whose name as Associate Genl Counsel of UNITED WHOLESALE MORTGAGE, LLC is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he in said capacity and with full authority, executed the same voluntarily for and as the act of said companies.

Given under my hand and official seal this 12th day of January, ~~2025~~ ²⁰²⁶.

ALICE FAHY
Notary Public, State of Michigan
County of Oakland
My Commission Expires 10-19-2031
Acting in the County of Oakland

[Signature]
NOTARY PUBLIC
My Commission Expires: 10/19/2031

Alice Fahy, Notary Public
Oakland County, Michigan
My commission expires 10/19/2031

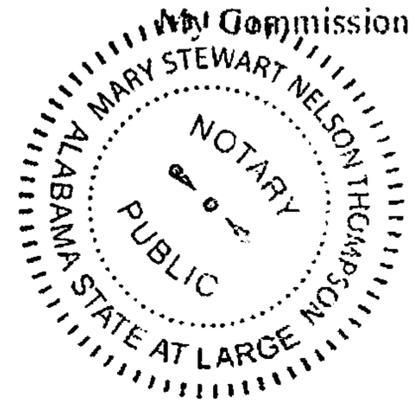
[Handwritten marks]

STATE OF Alabama
COUNTY OF Jefferson

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Troy Ficken Duell and Martha Brooks Duell, whose names are signed to the foregoing and who are known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, they have executed the same voluntarily on the date set out herein.

Given under my hand and official seal this 16th day of January, 2025.

[Signature]
NOTARY PUBLIC
My Commission Expires: 4/30/29



[Signature] [Signature]

EXHIBIT A

DESCRIPTION OF SPECIFIC PROPERTY

PARCEL A: (Troy Ficken Duell and Martha Brooks Duell) 39197 Highway 25, Harpersville, AL 35078

A parcel of land in the NE 1/4 of the NW 1/4 of Section 33, Township 19 South, Range 2 East, Shelby County, Alabama, described as follows:

Commence at the NE corner of the NE 1/4 of the NW 1/4 of Section 33, Township 19 South, Range 2 East; thence proceed South 2 degrees 48 minutes 46 seconds West for a distance of 834.5 feet to a point in the center of a ditch, said point being located on the West right of way line of Alabama Highway No. 25 and the point of beginning of said property. From this beginning point, proceed South 1 degree 00 minutes West along the West right of way line of said highway for a distance of 111.0 feet; thence proceed North 85 degrees 48 minutes West for a distance of 514.2 feet; thence proceed North 3 degrees 37 minutes West for a distance of 27.75 feet to a point in the center of a ditch; thence proceed North 70 degrees 38 minutes 56 seconds East along the center of said ditch for a distance of 275.6 feet; thence proceed North 89 degrees 23 minutes 45 seconds East along the center of said ditch for a distance of 179.34 feet; thence proceed South 58 degrees 10 minutes 56 seconds East along the center of said ditch for a distance of 90.8 feet to the point of beginning.

PARCEL -B: (Troy Ficken Duell and Martha Brooks Duell) 39197 Highway 25, Harpersville, AL 35078

Commence at the Northeast corner of the Northeast 1/4 of the Northwest 1/4 of Section 33, Township 19 South, Range 2 East, Shelby County, Alabama: thence proceed South 2 degrees 36 minutes West for a distance of 945.45 to the point of beginning. This point being located on the West right of way line of Alabama Highway No. 25. From this beginning point turn an angle of 1 degree 36 minutes to the left and proceed South 1 degree 00 minutes West along the West right of way line of said highway for a distance of 203.0 feet; thence proceed North 85 degrees 48 minutes West for a distance of 497.7 feet; thence proceed North 3 degrees 37 minutes West for a distance of 204.68 feet; thence proceed South 85 degrees 48 minutes East for a distance of 514.2 feet to the point of beginning.

The above described land is located in the Northeast 1/4 of the Northwest 1/4 of Section 33, Township 19 South, Range 2 East, Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
01/20/2026 09:55:51 AM
\$36.00 BRITTANI
20260120000016260

[Handwritten signatures]
Allie S. Bayl