

STATE OF ALABAMA)
JEFFERSON COUNTY)

767

SUBORDINATION AND INTERCREDITOR AGREEMENT

THIS SUBORDINATION AND INTERCREDITOR AGREEMENT (hereinafter referred to as the "Agreement") made as of the 13th day of December, 1990, by and between AmSouth Bank, N.A., a national banking association, having an office at 1900 Fifth Avenue North, Birmingham, Alabama 35203 (hereinafter referred to as the "Subordinate Mortgagee") and The Prudential Insurance Company of America, a New Jersey corporation having an office at One Ravinia Drive, Suite 1400, Atlanta, Georgia 30346 (hereinafter referred to as the "Senior Mortgagee")

W I T N E S S E T H

WHEREAS, the Senior Mortgagee is the owner and holder of that certain Mortgage and Security Agreement, dated of even date herewith, recorded in Real Property Book 322 Page 53 in the Office of the Judge of Probate of Shelby County, Alabama (said Mortgage and Security Agreement, and any extensions, modifications, amendments, substitutions and consolidations thereof, being hereinafter referred to as the "Senior Mortgage"), and being given by Birmingham I Associates, Ltd., a Georgia limited partnership (hereinafter referred to as the "Borrower"), which said Senior Mortgage is intended to create a first lien on the real property of the Borrower, which real property is located in the County of Shelby, State of Alabama, the legal description of said real property being more particularly described in Exhibit "A" attached hereto and made a part hereof, together with all improvements and structures located thereon and the personal property described in the said Senior Mortgage (hereinafter collectively referred to as the "Mortgaged Premises"), and the Promissory Note secured thereby (said Promissory Note, and any extensions, modifications, amendments or substitutions thereof, being hereinafter referred to as the "Senior Note"), evidencing and securing a certain loan made by the Senior Mortgagee to the Borrower (the Senior Loan"); and

WHEREAS, the Borrower has previously executed and delivered to the Subordinate Mortgagee (i) a note dated April 13, 1987, as amended December 13, 1990 (said note, and any extensions, modifications or substitutions thereof, being hereinafter referred to as the "Subordinate Note") in the original principal sum of Ten Million Six Hundred Thousand and No/100ths Dollars (\$10,600,000.00) (said principal sum being reduced to One Million Four Hundred Eighty-Three Thousand Three Hundred Seventy-Three and 76/100ths Dollars (\$1,483,373.76) on the date hereof; (ii) a mortgage dated April 13, 1987, recorded in Real Property Book 125 at Page 197 in the Office of the Judge of Probate of Shelby County, Alabama, as amended this date (said mortgage, and any extensions,

BOOK 322 PAGE 39

Land Title

modifications, substitutions and consolidations thereof, being hereinafter referred to as the "Subordinate Mortgage") securing said note; and (iii) a collateral assignment of leases and rents covering the Mortgaged Premises, evidencing and securing a certain loan previously made by the Subordinate Mortgagee to the Borrower (the "Subordinate Loan"); and

WHEREAS, the Senior Mortgagee is unwilling to make a loan to Borrower, which loan is secured by the Mortgaged Premises unless the Subordinate Mortgage is subordinated to the Senior Mortgage in the manner hereinafter set forth and the Senior Mortgage is and becomes the first and prior lien on the Mortgaged Premises;

NOW THEREFORE, in consideration of the mutual premises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the Subordinate Mortgagee and the Senior Mortgagee hereby agree as follows:

1) The Subordinate Mortgage, any other document evidencing, securing or guaranteeing the indebtedness secured by the Subordinate Mortgage or otherwise executed in connection with the Subordinate Mortgage (collectively, together with any extensions, modifications, substitutions and consolidations thereof, being hereinafter collectively referred to as the "Subordinate Loan Documents") and all advances made thereunder are hereby, and shall continue to be, subject and subordinate in lien and in payment to the lien and payment of the Senior Mortgage and any other document evidencing, securing or guaranteeing the indebtedness secured by the Senior Mortgage or otherwise executed in connection with Senior Mortgage (collectively, together with any extensions, modifications, substitutions and consolidations thereof, being hereinafter collectively referred to as the "Senior Loan Documents"), and all advances made thereunder to protect Senior Mortgagee's security interests without regard to the application of such proceeds together with all interest, prepayment premiums and all other sums due under the Senior Mortgage, and the note secured thereby. All of the terms, covenants and conditions of the Subordinate Mortgage and the Subordinate Loan Documents are hereby, and shall continue to be, subordinate to all of the terms, covenants and conditions of the Senior Mortgage and the Senior Loan Documents. The foregoing shall apply, notwithstanding the availability of other collateral to the Senior Mortgagee or the actual date and time of execution, delivery, recordation, filing or perfection of the Senior Mortgage or the Subordinate Mortgage, or the lien or priority of payment thereof, and notwithstanding the fact that the Senior Loan or any claim for the Senior Loan is subordinated, avoided or disallowed, in whole or in part, under Title 11 of the United States Code (the "Bankruptcy Code") or other applicable federal or state law. In the event of a proceeding, whether voluntary or involuntary, for insolvency, liquidation, reorganization, dissolution, bankruptcy or other similar proceeding

pursuant to the Bankruptcy Code or other applicable federal or state law, the Senior Loan shall include all interest accrued on the Senior Loan, in accordance with and at the rates specified in the Senior Loan Documents, both for periods before and for periods after the commencement of any of such proceedings, even if the claim for such interest is not allowed pursuant to applicable law.

2) In addition, without limiting the foregoing, the Subordinate Mortgagee agrees that all rights of the Subordinate Mortgagee under the Subordinate Mortgage or under the Subordinate Loan Documents in and to the Mortgaged Premises and the proceeds thereof (including assignments of leases and rents, issues and profits and the rights with respect to insurance proceeds and condemnation awards) shall be expressly subject and subordinate:

- (a) to the rights of the Senior Mortgagee in and to the Mortgaged Premises and the proceeds thereof including assignments of leases and rents, issues and profits and rights with respect to insurance proceeds and condemnation awards) on the terms set forth in the Senior Mortgage and the Senior Loan Documents; and
- b) to any and all advances made and other expenses incurred under, and as permitted in, the Senior Mortgage and the Senior Loan Documents.

3) The Subordinate Mortgagee hereby represents and warrants that (a) it is now the owner and holder of the Subordinate Mortgage; (b) the Subordinate Mortgage is now in full force and effect; (c) the Subordinate Mortgage has not been modified or amended except for that certain First Modification to Mortgage and Other Loan Documents of even date herewith; (d) no notice of default has been given by the Subordinate Mortgagee to the Borrower and to the best of the Subordinate Mortgagee's knowledge without investigation, the Borrower is not in default in the observance and/or performance of any of the obligations thereunder required to be observed and performed by the Borrower; (e) to the best of the Subordinate Mortgagee's knowledge without investigation, no event has occurred, which, with the passing of time or the giving of notice or both would constitute a default thereunder; (f) all payments due thereon to and including the date hereof, have been paid in full; (g) the principal balance of the Subordinate Note secured by the Subordinate Mortgage is \$1,475,002.53; (h) the fixed rate component of interest on the principal balance shall be calculated at the annual rate of 10.5% plus additional interest under the Additional Interest Agreement dated April 13, 1987; (i) no scheduled monthly payments under the Subordinate Note have been prepaid; (j) the Subordinate Loan does not provide for negative amortization; (k) the Subordinate Loan does provide for the payment of a prepayment fee in connection with the acceleration or maturity of the Subordinate Loan; (l) the Subordinate Loan is non-recourse with respect to the observance and performance by Borrower of all

its obligations thereunder (with certain exceptions to the non-recourse provisions) and the Mortgaged Premises is the only collateral secured by the Subordinate Loan; and (m) any rights of the Subordinate Mortgagee in and to the lien, estate or other interest in the Mortgaged Premises (except for guarantees of the indebtedness) is not subject to the rights of any third parties by way of subrogation, indemnification or otherwise.

4) The Subordinate Mortgagee hereby agrees that so long as any sum shall remain outstanding on the Senior Mortgage:

(a) The Subordinate Mortgagee shall simultaneously send to the Senior Mortgagee due notice of all defaults under the Subordinate Mortgage as well as copies of all notices required to be delivered to the Borrower under the Subordinate Mortgage. Notice under the Subordinate Mortgage shall not be deemed effective until such notice has been received by the Senior Mortgagee. The Senior Mortgagee shall have the right, but shall not have any obligation whatsoever, to cure any such default within ten (10) days after the expiration of the applicable grace period permitted to the Borrower under the Subordinate Loan Documents.

BOOK 322 PAGE 42
Furthermore, with respect to non-monetary defaults under the Subordinate Loan Documents, if (i) such non-monetary default is not susceptible to being cured with reasonable effort within such ten (10) day period, (ii) the Senior Mortgagee, within such ten (10) day period, gives the Subordinate Mortgagee written notice of its intention to cure any such default, (iii) during the time in which the Senior Mortgagee is curing such default, all other obligations evidenced or secured by the Subordinate Loan Documents are at all times paid and performed in a complete and timely fashion, and (iv) thereafter, the Senior Mortgagee promptly commences and diligently prosecutes the cure to completion, the Subordinate Mortgagee shall not commence any Enforcement Action (hereinafter defined) permitted herein. Nothing contained in this agreement shall be deemed or construed to require the Senior Mortgagee to commence or continue to prosecute any such cure to completion or prevent the Senior Mortgagee from discontinuing such cure.

The term "Enforcement Action" shall mean, with respect to the Subordinate Loan, the acceleration of all or any part of the Subordinate Loan, any foreclosure proceeding, the exercise of any power of sale, the acceptance by the Subordinate Mortgagee of a deed or assignment in lieu of foreclosure, the obtaining of a receiver, the seeking of default interest, the taking of possession or control of, the suing on the Subordinate Note or any guaranty in favor of the Subordinate Mortgagee, the exercising of any banker's lien or rights of set-off or recoupment, or the taking of any other enforcement action against the Mortgaged Premises;

The Senior Mortgagee agrees to give the Subordinate Mortgagee

the same notice and cure rights respecting the Senior Loan Documents as are set forth in this paragraph 4(a) with respect to the Subordinate Loan Documents.

(b) Subject to paragraph 4 (a) herein, the Subordinate Mortgagee shall not, unless the Senior Mortgagee shall have received prior written notice of Subordinate Mortgagee's intention to do the following, declare a default under the Subordinate Mortgage with respect to the Mortgaged Premises or accelerate the indebtedness secured by the Subordinate Mortgage against the Mortgaged Premises or commence any action to foreclose the Subordinate Mortgage against the Mortgaged Premises or take any other Enforcement Action;

(c) In the event (i) the Senior Loan becomes due or is declared due and payable prior to its stated maturity, (ii) the Subordinate Mortgagee receives any payment of principal or interest from Borrower, in part or in whole, under the Subordinate Mortgage contrary to the terms of the Senior Loan Documents or Borrower is in default under the Senior Loan Documents, or (iii) any distribution, division or application, partial or complete, voluntary or involuntary, by operation of law or otherwise, of all or any part of the property, assets or business of the Borrower or the proceeds thereof, in whatever form, to any creditor or creditors of the Borrower or to any holder of indebtedness of the Borrower by reason of any liquidation, dissolution or other winding up of the Borrower or its business, or of any receivership or custodianship for the Borrower of all or substantially all of its property, or of any solvency or bankruptcy proceedings or assignment for the benefit of creditors or any proceeding by or against the Borrower for any relief under any bankruptcy, reorganization or insolvency law or laws, federal or state, or any law, federal or state, relating to the relief of debtors, readjustment of indebtedness, reorganization, composition or extension, then, and in any such event and after receipt of written notice from Senior Mortgagee to Subordinate Mortgagee that such event has occurred, any payment or distribution of any kind or character, whether in cash, property or securities which shall be payable or deliverable from Borrower with respect to any or all of the Subordinate Loan after such receipt of written notice or which is received from Borrower by the Subordinate Mortgagee after such receipt of written notice, during the term of the Senior Mortgage, shall be held in trust by the Subordinate Mortgagee for the benefit of the Senior Mortgagee and shall forthwith be paid or delivered directly to the Senior Mortgagee for application to the payment of the Senior Loan to the extent necessary to make payment in full of all sums due under the Senior Loan remaining unpaid after giving effect to any concurrent payment or distribution to the Senior Mortgagee. In any such event, the Senior Mortgagee may, but shall not be obligated to, demand, claim and collect any such payment or distribution that would, but for these subordination provisions, be payable or deliverable by Borrower with respect to the

Subordinate Loan. In the event of the occurrence of (i), (ii) or (iii) above and until the Senior Loan shall have been fully paid and satisfied and all of the obligations of the Borrower to the Senior Mortgagee have been performed in full, no payment shall be made to or accepted by the Subordinate Mortgagee from Borrower in respect of the Subordinate Loan unless same is held in trust by Subordinate Mortgagee and applied pursuant to the terms hereof;

(d) No tenant under any lease of any portion of the Mortgaged Premises will be made a party defendant in any foreclosure of the Subordinate Mortgage nor will any Enforcement Action or any other action be taken that would terminate any leases or other rights held by or granted to or by third parties with respect to the Mortgaged Premises;

(e) If any action or proceeding shall be brought to foreclose the Subordinate Mortgage or commence any other Enforcement Action, no portion of the rents, issues and profits of the Mortgaged Premises shall be collected except through a receiver appointed by the court in which such foreclosure action or proceeding is brought, after due notice of the application for the appointment of such receiver shall have been given to the Senior Mortgagee in writing and the rents, issues and profits so collected by such receiver shall be applied first to the payment and maintenance of taxes and insurance on the Mortgaged Premises, and then to the payment of principal and interest due and owing on the Senior Mortgage; if during the pendency of any such foreclosure action or proceeding an action or proceeding shall be brought by the Senior Mortgagee for the foreclosure of the Senior Mortgage and an application is made by the Senior Mortgagee for an extension of such receivership for the benefit of the Senior Mortgagee, all such rents, issues and profits held by such receiver as of the date of such application shall be applied by the receiver solely for the benefit of the Senior Mortgagee, and the Subordinate Mortgagee shall not be entitled to any portion thereof until all sums due and owing pursuant to the Senior Mortgage have been paid in full and applied as aforesaid; and notice of the commencement of any foreclosure of the Subordinate Mortgage shall be given to the Senior Mortgagee and true copies of all notices thereof and papers served or entered in such action shall be delivered to the Senior Mortgagee;

(f) In the event the Senior Mortgagee shall release, for the purposes of restoration of all or any part of the improvements on or within the Mortgaged Premises, its right, title and interest in and to the proceeds under policies of insurance thereon, and/or its right, title and interest in and to any awards, or its right, title and interest in and to other compensation made for any damages, losses or compensation for other rights by reason of a taking in eminent domain, the Subordinate Mortgagee shall release for such purpose all of its right, title and interest, if any, in and to all such insurance proceeds, awards or compensation and the Subordinate

Mortgagee agrees that the balance of such proceeds remaining shall be applied to the reduction of principal under the Senior Mortgage and if the Senior Mortgagee holds such proceeds, awards or compensation and/or monitors the disbursement thereof, the Subordinate Mortgagee agrees that the Senior Mortgagee shall also hold and monitor the disbursement of such proceeds, awards and compensation to which the Subordinate Mortgagee is entitled. Nothing contained in this Agreement shall be deemed to require the Senior Mortgagee, in any way whatsoever, to act for or on behalf of the Subordinate Mortgagee or to hold or monitor any proceeds, awards or compensation in trust for or on behalf of the Subordinate Mortgagee, and all or any of such sums so held or monitored may be commingled with any funds of the Senior Mortgagee;

(g) If the Subordinate Mortgagee shall acquire by indemnification, subrogation or otherwise, any lien, estate, right or other interest in the Mortgaged Premises, that lien, estate, right or other interest shall be subordinate to the Senior Mortgage as provided herein, and the Subordinate Mortgagee hereby waives any and all rights it may acquire by subrogation or otherwise to the lien of the Senior Mortgage or any portion thereof;

(h) The Subordinate Mortgagee shall not pledge, assign, hypothecate, transfer, convey or sell the Subordinate Note, Subordinate Mortgage or any interest in the Subordinate Mortgage or modify, waive or amend any of the terms or provisions of the Subordinate Mortgage, without the prior written consent of the Senior Mortgagee.

(i) As to all leases now or hereafter in effect with respect to the Mortgaged Premises, the Subordinate Mortgagee agrees to approve all leases which are approved by the Senior Mortgagee. The Subordinate Mortgagee shall also enter into recognition and non-disturbance agreements with any tenants to whom the Senior Mortgagee has granted recognition and nondisturbance, on the same terms and conditions given by the Senior Mortgagee;

(j) The Subordinate Mortgagee hereby expressly consents to and authorizes, at the option of the Senior Mortgagee, the release of all or any portion of the Mortgaged Premises from the lien of the Senior Mortgage, and hereby waives any equitable right in respect of marshalling it might have, in connection with any release of all or any portion of the Mortgaged Premises by the Senior Mortgagee under the Senior Mortgage, to require the separate sales of any portion of the Mortgaged Premises or to require the Senior Mortgagee to exhaust its remedies against any portion of the Premises, or any combination of the portions of the Mortgaged Premises or any other collateral, or to require the Senior Mortgagee to proceed against any portion of the Mortgaged Premises or combination of the portions of the Mortgaged Premises or any other collateral, before proceeding against any other portion of the Mortgaged Premises or combination of the portions of the

Mortgaged Premises, and further, in the event of any foreclosure, the Subordinate Mortgagee hereby expressly consents to and authorizes, at the option of the Senior Mortgagee, the sale, either separately or together, of all or any portion of the Mortgaged Premises;

(k) The Subordinate Mortgagee shall not collect payments for the purpose of escrowing taxes, assessments or other charges imposed on the Mortgaged Premises or insurance premiums due on the insurance policies required under the Senior Mortgage or the Subordinate Mortgage if the Senior Mortgagee is collecting payments for such purposes, however, the Subordinate Mortgagee may collect payments for such purposes if the Senior Mortgagee is not collecting the same, provided such payments shall be held in trust by the Subordinate Mortgagee to be applied only for such purposes;

(l) After request by the Senior Mortgagee, the Subordinate Mortgagee shall within ten (10) days furnish the Senior Mortgagee with a statement, duly acknowledged and certified setting forth the original principal amount of the note evidencing the indebtedness of the Subordinate Mortgage, the unpaid principal balance, all accrued but unpaid interest and any other sums due and owing thereunder, the rate of interest, the monthly payments and that there exists no defaults under the Subordinate Note and the Subordinate Mortgage;

(m) In any case commenced by or against the Borrower or a general partner of Borrower under Chapter 11 of the Bankruptcy Code or any similar provision thereof or any similar federal or state statute (a "Reorganization Proceeding"), the Senior Mortgagee shall have the exclusive right to exercise any voting rights in respect of the Senior Mortgage and the other Senior Loan Documents, and the Subordinate Mortgagee shall have the exclusive right to exercise any voting rights in respect of its claims against the Borrower or the general partners of the Borrower, except that without the consent of the Senior Mortgagee, the Subordinate Mortgagee shall not have the right to vote affirmatively in favor of any plan of reorganization unless the Senior Mortgagee grants its permission thereto or the Senior Mortgagee votes to accept such plan;

(n) In any Reorganization Proceeding with respect to the Borrower or any general partner of the Borrower, (a) the Subordinate Mortgagee shall file a proof of claim in respect of its claims against the Borrower or any general partner of the Borrower and shall send to the Senior Mortgagee a copy thereof together with evidence of the filing with the appropriate court or other authority, (b) if the Subordinate Mortgagee should fail to file such Proof of Claim by the tenth (10th) business day before the last day for filing of proofs of claim, or if the Senior Mortgagee reasonably believes that the proof of claim so filed is less than the proper amount thereof, then the Senior Mortgagee may file such proof of claim, or corrected proof of claim, on behalf

of the Subordinate Mortgagee, and (c) if objection is made to the allowance of any claim of the Subordinate Mortgagee, the Senior Mortgagee shall have the right to intervene and fully participate in such proceedings and if such rights are denied and the Subordinate Mortgagee fails to defend such claim, then the Senior Mortgagee may defend such claim in the name of the Subordinate Mortgage; and

(o) To the extent any payment under the Senior Loan Documents (whether by or on behalf of the Borrower, as proceeds of security or enforcement of any right of setoff or otherwise) is declared to be fraudulent or preferential, set aside or required to be paid to a trustee, receiver or other similar party under any bankruptcy, insolvency, receivership or similar law, then if such payment is recovered by, or paid over to, such trustee, receiver or other similar party, the Senior Loan or part thereof originally intended to be satisfied shall be deemed to be reinstated and outstanding as if such payment had not occurred.

5) The Senior Mortgagee hereby consents to the continuation of the Subordinate Mortgage on the Mortgaged Premises subject to the terms of this agreement. This consent is limited to the Subordinate Mortgage described above and shall not be deemed to (a) be a consent to any future encumbrances or to any modification, renewal, extension or increase of the Subordinate Mortgage, (b) be a waiver of the limitation on further encumbrances contained in the Senior Mortgage, (c) be a consent to or waiver of any other term or condition of the Senior Mortgage, or (d) prejudice any right or rights which the Senior Mortgagee may now or in the future have under or in connection with the Senior Mortgage.

6) The Senior Mortgagee and the Subordinate Mortgagee shall cooperate fully with each other in order to promptly and fully carry out the terms and provisions of this agreement. Each party hereto shall from time to time execute and deliver such other agreements, documents or instruments and take such other actions as may be reasonably necessary or desirable to effectuate the terms of this Agreement.

7) No failure or delay on the part of any party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder.

8) Each party hereto acknowledges that to the extent that no adequate remedy at law exists for breach of its obligations under this Agreement, in the event either party fails to comply with its obligations hereunder, the other party shall have the right to obtain specific performance of the obligations of such defaulting party, injunctive relief or such other equitable relief

as may be available.

9) Any notice to be given under this Agreement shall be in writing and shall be deemed to be given when received by the party to whom it is addressed. Notices shall be in writing and sent by registered mail, hand delivery or by special courier (in each case, return receipt requested). Notices to the other party hereto shall be sent to the address first set forth herein or such other address or addressees as shall be designated by such party in a written notice to the other parties.

10) In the event of any conflict between the provisions of this Agreement and the provisions of the Subordinate Mortgage or the Subordinate Mortgage Loan Documents, the provisions of this Agreement shall prevail.

11) No person, including, without limitation, Borrower, other than the parties hereto and their successors and assigns as holders of the Senior Mortgage and the Subordinate Mortgage shall have any rights under this Agreement.

12) This Agreement may be executed in two or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

13) No amendment, supplement, modification, waiver or termination of this Agreement shall be effective against a party against whom the enforcement of such amendment, supplement, modification, waiver or termination would be asserted, unless such amendment, supplement, modification, waiver or termination was made in a writing signed by such party.

14) In case any one or more of the provisions contained in this Agreement, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein, and any other application thereof, shall not in any way be affected or impaired thereby.

15) This Agreement shall be construed in accordance with and governed by the laws of the State of Alabama.

16) This Agreement shall bind and inure to the benefit of the Senior Mortgagee and the Subordinate Mortgagee and their respective successors, permitted transferees and assigns.

(SIGNATURES APPEAR ON SUCCEEDING PAGE)

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

SENIOR MORTGAGEE:

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation

By: [Signature]
Name: Jeffrey L. Danker
Title: Vice President

SUBORDINATE MORTGAGEE:

AMSOUTH BANK N.A., a national banking association

By: [Signature]
Name: ROBERT E. NESBITT
Title: VICE PRESIDENT

STATE OF GEORGIA)

COUNTY OF COBB)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Jeffrey L. Danker, whose name as Vice President of The Prudential Insurance Company of America, a New Jersey 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 and with full authority, executed the same voluntarily for and on behalf of said corporation.

Given under my hand and official seal this the 12th day of December, 1990.

[Signature]
Notary Public
My Commission Expires: _____

Notary Public, Cobb County, Georgia
My Commission Expires Jan. 25, 1991

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Robert E. Nesbitt whose name as Vice President of AmSouth Bank, N.A., a national banking association, 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 and with full authority, executed the same voluntarily for and on behalf of said national banking association.

Given under my hand and official seal this the 13th day of December, 1990.


Notary Public

My Commission Expires: 11/19/91

THIS DOCUMENT PREPARED BY:

Deborah A. Pickens
Spain, Gillon, Groom, Blan & Nettles
The Zinszer Building
2117 Second Avenue North
Birmingham, Alabama 35203
(205) 328-4100

subint.sum

Exhibit 'A'

Commence at the Southeast corner of the Northwest One Quarter of Section 30, Township 19 South, Range 2 West, Shelby County, Alabama; run thence in a Westerly direction along the South line of said Quarter Section for a distance of 2,300.55 feet; thence turn an angle to the right of 86 degrees and run in a Northwesterly direction along the Northeasterly right of way of U.S. Highway No. 31 South for a distance of 1,096.84 feet; thence turn an angle to the right of 101 degrees, 03 minutes, 10 seconds and run in an Easterly direction for a distance of 346.16 feet to the point of beginning; from the point of beginning thus obtained thence turn an angle to the left of 71 degrees, 19 minutes, 50 seconds and run in a Northeasterly direction for a distance of 580 feet; thence turn an angle to the right of 18 degrees, 59 minutes, 22 seconds and run in a Northeasterly direction for a distance of 525.54 feet;

thence turn an angle to the right of 101 degrees, 40 minutes, 03 seconds and run in a Southeasterly direction for a distance of 526.96 feet; thence turn an angle to the right of 31 degrees, 30 minutes and run in a Southeasterly direction for a distance of 176.65 feet; thence turn an angle to the right of 00 degrees, 14 minutes, 53 seconds and run in a Southeasterly direction for a distance of 60 feet; thence turn an angle to the left of 90 degrees to the tangent of the following described course; said course being situated on a curve to the left having a central angle of 15 degrees, 10 minutes, 25 seconds and a radius of 438.82 feet; thence run in a Northeasterly direction along the arc of said curve for a distance of 116.21 feet to the end of said curve and the point of beginning of a curve to the right, said curve having a central angle of 87 degrees, 12 minutes, 41 seconds and a radius of 25 feet; thence run along the arc of said curve to the right in a Northeasterly, Easterly and Southeasterly direction for a distance of 38.05 feet to the end of said curve; thence run along the tangent if extended to last described course in a Southeasterly direction for a distance of 424.16 feet to the point of beginning of a curve to the right, said curve having a central angle of 19 degrees, 26 minutes, 05 seconds and a radius of 349.57 feet; thence run along the arc of said curve in a Southeasterly direction for a distance of 118.57 feet to the end of said curve; thence run along the tangent extended to said curve in a Southeasterly direction for a distance of 20.40 feet to the point of beginning of a curve to the left, said curve having a central angle of 12 degrees, 15 minutes, 04 seconds and a radius of 889.71 feet; thence run along the arc of said curve in a Southeasterly direction for a distance of 190.24 feet to the end of said curve and the point of beginning of a curve to the right, said curve having a central angle of 93 degrees, 01 minutes, 06 seconds and a radius of 25 feet; thence run along the arc of said curve to the right in a Southeasterly and Southwesterly direction for a distance of 40.59 feet to the end of said curve and the point of beginning of a curve to the right, said curve having a central angle of 25 degrees, 18 minutes and a radius of 483.33 feet; thence run along arc of said curve in a Northwesterly direction for a distance of 213.43 feet to the end of said curve; thence run along the tangent extended to said curve in a Northwesterly direction for a distance of 35.74 feet to the point of beginning of a curve to the left, said curve having a central angle of 25 degrees, 39 minutes, 10 seconds and a radius of 271.57 feet; thence run along the arc of said curve in a Northwesterly and Southwesterly direction for a distance of 121.59 feet to the end of said curve and the point of beginning of a curve to the right, said curve having a central angle of 20 degrees, 18 minutes, 07 seconds and a radius of 591.13 feet; thence run along the arc of said curve in a Southwesterly, Westerly and Northwesterly direction for a distance of 209.46 feet to the end of said curve; thence turn an angle to the right from tangent of last described course of 34 degrees, 45 minutes, 04 seconds and run in a Northwesterly direction for a distance of 307.91 feet; thence turn an angle to the right of 44 degrees, 55 minutes, 56 seconds and run in a Northerly direction for a distance of 142.00 feet; thence turn an angle to the left of 84 degrees, 31 minutes, 38 seconds and run in a Northwesterly direction for a distance of 335.53 feet; thence turn an angle to the right of 40 degrees, 30 minutes, and run in a Northwesterly direction for a distance of 152.01 feet to the point of beginning.

Together with a perpetual easement for sanitary sewer pipeline over, along and through the following described real estate for the benefit of the real property described hereinabove:

Description of a 20 foot wide sanitary sewer easement situated in the SE 1/4 of the NW 1/4 of Section 30, Township 19 South, Range 2 West, Shelby County, Alabama, the centerline of which is more particularly described as follows: From the Southeast corner of the SE 1/4 of the NW 1/4 of Section 30, Township 19 South, Range 2 West, Shelby County, Alabama, run West along the South line of said SE 1/4 of the NW 1/4 for a distance of 1170.59 feet; thence turn an angle to the right of 110 degrees, 52 minutes, 50 seconds and run in a Northeasterly direction for a distance of 32.41 feet to the center of an existing sanitary sewer manhole and the point of beginning of the centerline of the 20 foot wide sanitary sewer easement herein described, from the point of beginning, thus obtained, continue along the last described course for a distance of 175.15 feet; thence turn an angle to the left of 15 degrees, 58 minutes, 58 seconds and run in a Northeasterly direction for a distance of 178.66 feet; thence turn an angle to the right of 8 degrees, 19 minutes, 00 seconds and run in a Northeasterly direction for a distance of 160.00 feet, more or less, to a point on the Southern boundary line of the above described property, and the end of said sanitary sewer easement.

ALSO, rights to the use of an easement 15 feet in width for sanitary sewer easement over, along and through that certain property described in the easement recorded in Real Record 97, page 535 in the Probate Office of Shelby County, Alabama.

ALSO, rights to the use of an easement for enjoyment in and to all Community Facilities as set out in Section 6.2 of the Amendment No. 2 to the Declaration of protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Business) recorded in Real 19, Page 633 et seq.

ALSO, rights to the use of a 20 foot sanitary sewer easement as shown on the survey of Laurence Weygand, dated November 27, 1990, and as shown on the recorded plat of Riverchase Properties Second Additon to Riverchase, as recorded in Map Book 9, Page 40, in the Probate Office of Shelby County, Alabama.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
90 DEC 13 PM 3:53

JUDGE OF PROBATE

1. Deed Tax	---
2. Mtg Tax	---
3. Recording Fee	---
4. Indexing Fee	---
5. Notary Fee	---
6. Certified Fee	---
Total	---