

ASSIGNMENT OF RENTS AND LEASES

The following terms shall have the meanings set forth below, as used in this instrument:

- BOOK 109 PAGE 757
- a. "Owner" shall refer to DANIEL MEADOW BROOK ONE, LTD., a Virginia limited partnership.
  - b. "Lender" shall refer to AMSOUTH BANK N.A.
  - c. "Loan Amount" shall refer to \$19,850,000.
  - d. "Owner's Notice Address" shall refer to 10 Inverness Parkway, Birmingham, Alabama 35243
  - e. "Lender's Notice Address" shall refer to Post Office Box 11007, Birmingham, Alabama 35288
  - f. "State" shall refer to the State of Alabama.

1. BY THIS ASSIGNMENT, the Owner, for value received, hereby assigns to Lender, all of Owner's right, title, privileges and interest which Owner has and may have in the leases, operating agreements, management agreements, concession agreements, licenses, and all similar agreements, now existing or hereafter made and affecting the real property and the improvements thereon described in Exhibit A attached hereto and incorporated herein by reference (collectively referred to as the "Property"), together with all extensions, renewals, modifications or replacements of said leases and agreements, and together with any and all guarantees of the obligations of the lessees and other obligors thereunder, whether now existing or hereafter executed, and all extensions and renewals of said guarantees. All said leases and all other said agreements described in this Paragraph 1, together with any and all guarantees, modifications, extensions and renewals thereof, are hereinafter collectively and severally referred to as the "Lease".

2. OWNER'S PURPOSE in making this assignment is to relinquish to Lender its right to collect and enjoy the rents, royalties, issues, profits, income and other benefits at any time accruing by virtue of the Lease (hereinafter called "Rents and Profits") as additional security for the outstanding indebtedness to Lender as evidenced by the note in favor of Lender (hereinafter called the "Obligation") dated this same date, in the aggregate original principal sum equal to the Loan Amount, executed by Owner, and as additional security for the Owner's obligations under the Mortgage and Security Agreement executed to better secure the Obligation; and to furnish security for the performance of Owner's obligations contained herein, in the Obligation, in the Construction Loan Agreement executed by Borrower in favor of Lender, and in the mortgage ("Mortgage") and made by Owner in favor of Lender executed concurrently with this Assignment. The Obligation and other said loan documents, and all other documents executed in connection with this loan are referred to as the "Loan Documents".

This instrument was prepared by  
 GUY V. MARTIN, JR.  
 1900 SouthTrust Tower  
 BIRMINGHAM, ALABAMA 35203

Please Return This Instrument To  
 GUY V. MARTIN, JR.  
 LEWIS, MARTIN BURNETT & DUNKLE  
 1900 SouthTrust Tower  
 BIRMINGHAM, ALABAMA 35203

Jack A

3. THE PARTIES INTEND that this Assignment shall be a present, absolute and unconditional assignment and shall, immediately upon execution, give Lender the right to collect the rents and profits and to apply them in payment of the principal and interest and all other sums payable on Owner's Obligation, as well as all other sums payable under the Loan Documents. However, Lender hereby grants to Owner a license to collect, subject to the provisions set forth below and in the Loan Documents, the rents and profits as they respectively become due and to enforce the Lease, so long as there is no default by Owner in performance of the terms, covenants or provisions of the Obligation, the Loan Documents or this Assignment. Nothing contained herein, nor any collection of rents and profits by Lender or by a receiver, shall be construed to make Lender a "mortgagee-in-possession" of the Property so long as Lender has not itself entered into actual possession of the Property.

4. UPON THE OCCURRENCE OF ANY DEFAULT under the terms and conditions of this Assignment or any of the Loan Documents, this Assignment shall constitute a direction to and full authority to any and all obligors under the Lease and any guarantor of the Lease to pay all rents and profits to Lender without proof of the default relied upon. Owner hereby irrevocably authorizes any and all obligors under the Lease and any guarantor to rely upon and comply with any notice or demand by Lender for the payment to Lender of any rents and profits due or to become due. Any and all obligors under the Lease and any guarantor shall have no right or duty to inquire whether a default has actually occurred and Owner shall have no claim against any obligor under the Lease or any guarantor for any rents and profits paid by such Obligor Lessee or such guarantor to Lender pursuant to Lender's demand or notice.

5. OWNER WARRANTS:

- BOOK 109 PAGE 758
- (a) that no default exists or will exist on the part of Owner under any Lease;
  - (b) that no rent or other payment has been or will be collected under any Lease for more than one (1) month in advance of the due date;
  - (c) that neither the Lease nor any interest therein has been previously or will be assigned or pledged;
  - (d) that no concession has been or will be granted to any Lessee in the form of a waiver, release, reduction, discount or other alteration of rent or other payment due or to become due, except as set forth in the leases executed prior hereto.

All the foregoing warranties shall be deemed to be reaffirmed on and as of the time of each Lease executed by Owner on the Property.

6. OWNER AGREES:

- (a) if the Lease provides for a security deposit paid by Lessee to Owner, this Assignment transfers to the Lender all of Owner's right, title and interest in and to the security deposit, provided that Owner shall have the right to retain said security deposit so long as Owner is not in default under

this Assignment or the Loan Documents; and provided further that Lender shall have no obligation to any obligor under the Lease with respect to such security deposit unless and until Lender comes into actual possession and control of said deposit;

(b) to obtain Lender's approval of the standard form lease to be used by Owner before any Lease is executed on the Property (other than Leases approved in writing as of this date). Owner shall provide executed originals and/or copies of all Leases to Lender upon demand;

(c) that the Lease shall remain in full force and effect despite any merger of the interest of Owner and any obligor under the Lease, and Owner shall not transfer or convey title to the leased premises to any obligor under the Lease without the prior written consent of Lender, and where such consent is given or where under applicable law the requirement for such consent is not enforceable, Owner shall require the said obligor under the Lease, in writing, to assume and agree to pay the Obligation in accordance with the terms, covenants and conditions of the Loan Documents; provided, however, that, in no event shall any such transfer or conveyance operate to release or relieve Owner of any liability to Lender unless Lender specifically agrees otherwise in writing;

(d) Owner shall not terminate the Lease or modify or amend the Lease or any of the terms thereof, or grant any concessions (except as provided in any existing Lease) in connection therewith or accept a surrender thereof, without the prior written consent of Lender;

(e) Owner shall not collect any Rents and Profits more than one (1) month in advance of the date on which they become due under the terms of the Lease;

(f) Owner shall not discount any future accruing Rents and Profits except as described in any existing Lease;

(g) Owner shall not consent to assignment of the Lease, or subletting thereunder, whether or not in accordance with its terms, without the prior written consent of Lender except as described in any existing Lease;

(h) Owner shall not execute any further assignment of any of the Rents and Profits or any interest therein or suffer or permit any such assignment to occur by operation of law;

(i) Owner shall not request, consent to, agree to or accept a subordination of the Lease to any mortgage or other encumbrance, or any other lease, now or hereafter affecting the Property or any part thereof, or suffer or permit conversion of any Lease to a sublease except to the extent that Tenant may presently have such right under an existing Lease;

(j) Owner shall faithfully perform and discharge its obligations under the Lease, and shall give prompt written notice to Lender of any notice of Owner's default received from any obligor under the Lease or any other person

BOOK 109 PAGE 759

BOOK 109 PAGE 760

and furnish Lender with a complete copy of said notice, Owner shall appear in and defend, at no cost to Lender, any action or proceeding arising under or in any manner connected with the Lease; and if requested by Lender, Owner shall enforce the Lease and all remedies available to Owner against any obligor under the Lease in the case of default under the Lease by any Obligor under the Lease;

(k) Owner shall give Lender written notice immediately upon entering into any lease or other agreement respecting any part of the Property, and shall promptly provide to Lender a true and correct copy of the executed lease or other agreement; each such lease or agreement shall be deemed included in this Assignment automatically as though originally listed herein, and the term "Lease" as used herein shall include such lease or agreement;

(l) Owner shall at all times contract to manage the Property through a qualified manager, and Owner shall obtain the Lender's prior written consent to and approval of the said management contract and manager before execution of and employing the same, respectively. The said management contract and all of the management, leasing, or other fees under such management contract shall be subordinate to the lien of the Loan Documents;

(m) Subject to the terms of any existing Lease, Owner shall use its best efforts to deliver to Lender, promptly upon request, a duly executed estoppel certificate from any obligor under the Lease as required by Lender attesting that the Lease is in full force and effect with no defaults thereunder on the part of any party, that no rental has been paid more than one month in advance, and that said obligor under the Lease claims no defense or offset against the full and timely performance of its obligations under the Lease; and

(n) Nothing herein shall be construed to impose any liability or obligation on Lender under or with respect to the Lease; Owner shall indemnify and hold Lender harmless from and against any and all liabilities, losses and damages which Lender may incur under the Lease or by reason of this Assignment, and Owner shall immediately upon demand reimburse Lender for the amount thereof together with all costs and expenses and reasonable attorneys' fees incurred by Lender; all of the foregoing sums shall bear interest until paid at the rate set forth in the Obligation; and any Rents and Profits collected by Lender may be applied by Lender in its discretion in satisfaction of any such liability, loss, damage, claim, demand, costs, expense or fees.

7. OWNER HEREBY GRANTS TO LENDER THE FOLLOWING RIGHTS:

(a) Lender shall be deemed to be the creditor of any obligor under the Lease in respect of any assignments for the benefit of creditors and any bankruptcy, arrangement, reorganization, insolvency, dissolution, receivership or other debtor-relief proceedings affecting such obligor (without obligation on the part of Lender, however, to file timely claims in such proceedings or otherwise pursue creditor's rights therein);

(b) Lender shall have the right to assign Owner's right, title and interest in the Lease to any subsequent holder of the Mortgage or any participating interest therein or to any person acquiring title to all or any part of the Property through foreclosure or otherwise, and any subsequent assignee shall have all the rights and powers herein provided to Lender;

(c) Lender shall have the right (but not the obligation), upon any failure of Owner to perform any of its agreements hereunder, to take any action as Lender may deem necessary or appropriate to protect its security, including but not limited to appearing in any action or proceeding and performing any obligations of the lessor under any Lease, and Owner agrees to pay, on demand, all costs and expenses (including without limitation reasonable attorneys' fees) incurred by Lender in connection therewith, together with interest thereon at the after-maturity rate set forth in the Obligation;

(d) upon default by Owner under any Lease, the Lender shall have the right, but not the obligation, to cure the same, upon failure of Owner to cure, and Lender shall have the right to add all costs necessary to cure such defaults, including reasonable attorney's fees, to the Note.

(e) upon any default by Owner under this Assignment or under the Loan Documents, and without notice to or consent of Owner (except such notice as is required in the Loan Documents) Lender shall have the following rights (none of which shall be construed to be obligations of the Lender):

(i) Lender shall have the right under this Agreement to use and possess, without rental or charge, the furniture, appliances and all other personal property of the Owner located on the Property and used in the operation or occupancy thereof. Lender shall have the right to apply any of the Rents and Profits to pay installments due for personal property rented or purchased on credit, insurance premiums on personal property, or other charges relating to personal property on the Property. However, this Assignment shall not make Lender responsible for the control, care, management or repair of the Property or any personal property or for the carrying out of any of the terms or provisions of the Lease;

(ii) Lender shall have the right to apply the Rents and Profits and any sums recovered by Lender pursuant to Paragraphs 4 and/or 7(a) hereof to Owner's outstanding indebtedness to Lender secured hereby or by any of the Loan Documents, as well as to charges for taxes, insurance, improvements, maintenance and other items relating to the operation of the Property;

(iii) Lender shall have the right to take possession of the Property, manage and operate the Property and Owner's business thereon, and to take possession of and use all books of account and financial records of Owner and its property managers or representatives relating to the Property;

(iv) Lender shall have the right to execute new Leases of any part of the Property, including Leases that extend beyond the term of the Mortgage;

(v) Lender shall have the authority, as Owner's attorney-in-fact, such authority being coupled with an interest and irrevocable, to sign the name of Owner and to bind Owner on all papers and documents relating to the operation, leasing and maintenance of the Property.

All of the foregoing rights and remedies of Lender are cumulative, and Lender shall also have upon the occurrence of any such default all other rights and remedies provided under the Loan Documents or otherwise available at law or in equity or by statute.

8. This Assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of rents contained in the Loan Documents. Failure of the Lender to avail itself of any terms, covenants or conditions of this Assignment for any period of time or for any reason shall not constitute a waiver thereof.

9. Notwithstanding any future modification of the terms of the Loan Documents, this Assignment and the rights and benefits hereby assigned and granted shall continue in favor of Lender in accordance with the terms of this Assignment.

10. This Assignment shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto (including without limitation, in the case of Lender, any third parties now or hereafter acquiring any interest in the Obligation or any part thereof, whether by virtue of assignment, participation or otherwise). The words "Owner", "Lender", "obligor under the Lease", and "guarantor", wherever used herein, shall include the persons and entities named herein or in the Lease or any guaranty and designated as such and their respective heirs, legal representatives, successors and assigns, provided that any action taken by the named Lender or any successor designated as such by an instrument recorded in the appropriate office of the County in which the Property is located referring to this Assignment shall be sufficient for all purposes notwithstanding that Lender may have theretofore assigned or participated any interest in the Obligation to a third party. All words and phrases shall be taken to include the singular or plural number, and the masculine, feminine, or neuter gender, as may fit the case.

11. Any change, amendment, modification, abridgement, cancellation, or discharge of this Assignment or any term or provision hereof shall be invalid without the written consent of Lender.

12. Upon payment to Lender of the full amount of all indebtedness and obligations secured hereby and by the Loan Documents, as evidenced by a recorded satisfaction or release of the Mortgage, Note, and guarantees, this Assignment shall be void and of no further effect.

BOOK 109 PAGE 762

13. All notices given hereunder shall be in writing and shall be personally served on the party to whom addressed or be sent by first-class or certified U.S. mail, postage prepaid, addressed to the Owner at the Owner's Notice Address, or to the Lender at the Lender's Notice Address, or at such other address as either party may hereafter notify the other in writing as aforesaid.

14. Neither this Assignment nor any memorandum thereof shall be recorded without the prior written approval of Lender.

15. If any provision hereof is determined to be illegal or unenforceable for any reason, the remaining provisions hereof shall not be affected thereby.

16. This Assignment shall be governed by and construed in accordance with the laws of the State.

17. Limitation of Liability. The liability of Borrower hereunder is limited in the manner and to the extent set forth in the Note.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the 12TH day of JANUARY, 1987.

"BORROWER:"

DANIEL MEADOW BROOK ONE, LTD., a Virginia limited partnership

By: DANIEL REALTY INVESTMENT CORPORATION - MEADOW BROOK ONE, a Virginia Corporation, its General Partner

ATTEST:

By:

Name:

Its:

[Signature]  
Stephen R. Monk  
SECRET

By:

Name:

Its:

Address:

[Signature] (SEAL)  
JAMES W. KLUBER  
VICE PRESIDENT

10 Inverness Parkway  
Birmingham, Alabama 35243

BOOK 109 PAGE 763

STATE OF ALABAMA        )

COUNTY OF JEFFERSON    )

I, the undersigned, a Notary Public in said County in said State, hereby certify that James W. Kluber, whose name as Vice President of DANIEL REALTY INVESTMENT CORPORATION - MEADOW BROOK ONE, a Virginia corporation, General Partner of DANIEL MEADOW BROOK ONE, LTD., a Virginia limited partnership, 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 as the act of said corporation, as General Partner of said limited partnership.

GIVEN under my hand and official seal of office, this 12th day of January, 1987.

Judith A. Davis  
Notary Public

My Commission expires: 1-17-88

BOOK 109 PAGE 764

# EXHIBIT A

## MEADOW BROOK I: Building Site I:

A parcel of land situated in the Southwest 1/4 of the Southeast 1/4 and in the Southeast Quarter of the Southwest Quarter of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of the Southeast Quarter of the Southeast Quarter of Section 31, Township 18 South, Range 1 West; thence North 00 deg. 03' 24" East, 1113.82 feet to a point on the Southernmost right-of-way margin of U.S. Highway 280; thence South 83 deg. 16' 43" West and along said right-of-way margin of U.S. Highway 280, 1634.55 feet to the point of beginning; thence South 07 deg. 01' 19" East and leaving said right-of-way margin of U.S. Highway 280, 92.48 feet to a point; thence North 82 deg. 58' 41" East, 219.00 feet to a point, said point being on a curve to the left, said curve having a central angle of 69 deg. 00' 00", a radius of 104.23 feet, an arc of 125.52 feet and a chord which bears South 06 deg. 31' 09" East for 118.07 feet; thence continue along the arc of said curve for 125.52 feet to a point, said point being on the beginning of a curve to the right, said curve having a central angle of 31 deg. 56' 11", a radius of 166.73 feet, an arc of 92.94 feet, and a chord which bears South 25 deg. 03' 04" East for 91.74 feet; thence continue along the arc of said curve of 92.94 feet to a point at the end of said curve; thence South 09 deg. 04' 58" East, 6.32 feet to a point at the beginning of a curve to the left, said curve having a central angle of 45 deg. 00' 00", a radius of 79.00 feet, an arc of 62.00 feet and a chord which bears South 31 deg. 34' 58" East for 60.46 feet; thence continue along the arc of said curve for 62.00 feet to a point; thence South 17 deg. 14' 02" West, 271.26 feet to a point; thence North 67 deg. 13' 17" West, 155.00 feet to a point; thence South 48 deg. 46' 43" West, 338.00 feet to a point; thence North 30 deg. 51' 35" West, 410.59 feet to a point; thence North 12 deg. 39' 41" West, 347.87 feet to a point on the Southernmost right-of-way margin of U.S. Highway 280; thence North 83 deg. 16' 43" East, and continuing along said right-of-way margin of U.S. Highway 280, 453.91 feet to the point of beginning.

According to boundary survey of Ray Stafford, Jr., Ala. Reg. No. 15451, for Sain-South Engineering, dated October 1, 1986.

## MEADOW BROOK II: BUILDING SITE II:

A parcel of land situated in the Southwest Quarter of the Southwest Quarter and the Southeast Quarter of the Southwest Quarter of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of the Southeast Quarter of the Southeast Quarter of Section 31, Township 18 South, Range 1 West; thence North 00 deg. 03' 24" East, 1113.82 feet to a point on the Southernmost right-of-way margin

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of U.S. Highway 280; thence South 83 deg. 16' 43" West and along said right-of-way margin of U.S. Highway 280, 2088.46 feet to the point of beginning; thence South 12 deg. 39' 41" East and leaving said right-of-way margin of U.S. Highway 280, 347.87 feet to a point; thence South 30 deg. 51' 35" East 410.59 feet to a point; thence South 31 deg. 47' 38" West, 237.30 feet to a point on the Northernmost right-of-way margin of Corporate Parkway; thence North 52 deg. 01' 03" West and along said right-of-way margin of Corporate Parkway, 125.00 feet to a point, said point being at the beginning of a curve to the left, said curve having a central angle of 56 deg. 17' 00", a radius of 460.00 feet, an arc of 451.87 feet and a chord which bears North 80 deg. 09' 33" West for 433.92 feet; thence continue along the arc of said curve and along said right-of-way margin of Corporate Parkway, 451.87 feet to a point at the end of said curve; thence South 71 deg. 41' 57" West and along said right-of-way margin of Corporate Parkway, 184.01 feet to a point; thence North 17 deg. 04' 55" West and leaving said right-of-way margin of Corporate Parkway, 94.02 feet to a point; thence North 05 deg. 57' 42" West, 196.54 feet to a point; thence North 66 deg. 34' 17" West, 50.64 feet to a point on the Easternmost right-of-way of Meadow Brook Road, said point being on a curve to the left, said curve having a central angle of 16 deg. 01' 43", a radius of 724.16 feet, an arc of 202.59 feet and a chord which bears North 15 deg. 43' 05" East for 201.93 feet; thence continue along the arc of said curve and along said right-of-way margin of Meadow Brook Road, 202.59 feet to a point; thence South 80 deg. 01' 23" East and leaving said right-of-way margin of Meadow Brook Road, 44.11 feet to a point; thence North 66 deg. 03' 45" East, 80.92 feet to a point; thence North 15 deg. 39' 02" East, 53.70 feet to a point; thence South 73 deg. 43' 09" East, 172.38 feet to a point; thence North 25 deg. 03' 04" East, 102.26 feet to a point; thence North 43 deg. 02' 43" East, 118.96 feet to a point; thence North 02 deg. 52' 28" West, 75.29 feet to a point on the Southernmost right-of-way of U.S. Highway 280; thence North 86 deg. 20' 37" East and along said right-of-way margin of U.S. Highway 280, 35.00 feet to a point; thence North 83 deg. 16' 43" East and along said right-of-way margin of U.S. Highway 280, 126.59 feet to the point of beginning.

According to boundary survey of Ray Stafford, Jr., Al. Reg. #15451, for Sain-South Engineering, dated 1st October, 1986.

TOGETHER WITH THE FOLLOWING EASEMENTS:

EASEMENT AREA NO. 1:

An Easement for ingress and egress over a parcel of land, being a part of the SE 1/4 of SW 1/4 and SW 1/4 of SE 1/4 of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama, more particularly described as follows: Commence at the point of intersection of the Easterly right-of-way line of Meadow Brook Road and the Southerly right-of-way line of U.S. Highway #280 and run Easterly along the Southerly right-of-way line of U.S. Highway #280 a distance of 443.48 feet to a point; thence 3 degrees 03 minutes 54 seconds

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BOOK 109 PAGE 767

to the left in a Northeasterly direction along the Southerly right-of-way line of U.S. Highway #280 a distance of 580.50 feet to a point; thence 89 degrees 41 minutes 58 seconds to the right in a Southerly direction a distance of 92.48 feet to a point; thence 90 degrees 00 minutes to the left in an Easterly direction a distance of 219.00 feet to a point on the boundary of Lake #1, said point being on a curve to the left having a radius of 104.23 feet and a central angle of 69 degrees 00 minutes; thence 125 degrees 00 minutes to the right (angle measured to tangent) and along the arc of said curve and along the boundary of Lake #1 a distance of 125.52 feet to the P.R.C. (point of reverse curve) of a curve to the right having a radius of 166.73 feet and a central angle of 31 degrees 56 minutes 11 seconds; thence along the arc of said curve and along the boundary of Lake #1 a distance of 92.94 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Southerly direction along the boundary of Lake #1 a distance of 6.32 feet to the P.C. (point of curve) of a curve to the left having a radius of 79.00 feet and a central angle of 45 degrees 00 minutes; thence along the arc of said curve and along the boundary of Lake #1 a distance of 62.00 feet to a point; thence 71 degrees 19 minutes to the right (angle measured to tangent) in a Southwesterly direction a distance of 210.98 feet to the point of beginning; thence 84 degrees 27 minutes 19 seconds to the left in a Southeasterly direction a distance of 71.53 feet to a point on the Northwesterly line of Corporate Parkway, said point being on a curve to the left having a radius of 385.00 feet and a central angle of 9 degrees 02 minutes; thence 86 degrees 11 minutes 28 seconds to the right (angle measured to tangent) in a Southwesterly direction along the Northwesterly line of Corporate Parkway and along the arc of said curve a distance of 60.70 feet to a point; thence 102 degrees 50 minutes 33 seconds to the right (angle measured to tangent) in a Northwesterly direction a distance of 74.49 feet to a point; thence 84 degrees 27 minutes 19 seconds to the right in a Northeasterly direction a distance of 60.28 feet to the point of beginning. According to the survey of Walter Schoel, Jr., Ala. Reg. No. 3092, dated 23, January 1986.

EASEMENT AREA NO. 2:

An Easement for ingress and egress over and across parcel of land situated in the South 1/4 of Section 31, Township 18 South, Range 1 West and the North 1/4 of Section 6, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of the Southwest 1/4 of the Southeast 1/4 of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama, and run North along the East line of said 1/4-1/4 Section a distance of 1113.82 feet to a point on the Southerly right of way line of U. S. Highway #280;

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BOOK 109 PAGE 768

thence in a Southwesterly direction along the Southerly right of way line of U. S. Highway #280 a distance of 877.11 feet to a point lying 30.00 feet Easterly of the centerline of the left lane of Corporate Parkway, said point being the point of beginning; thence 89 deg. 55 min. 41 sec. to the left in a Southerly direction along a line lying 30.00 feet Easterly of and parallel to the centerline of the left lane of Corporate Parkway a distance of 18.04 feet to the P.C. (point of curve) of a curve to the right having a radius of 850.00 feet and a central angle of 8 deg. 43 min. 02 sec; thence along the arc of said curve in Southwesterly direction 30.00 feet Southeasterly of and parallel to the centerline of the left lane of Corporate Parkway a distance of 129.32 feet to the P.C.C. (point of compound curve) of a curve to the right having a radius of 505.00 feet and a central angle of 38 deg. 18 min. 40 sec; thence along the arc of said curve in a Southwesterly direction 30.00 feet Southeasterly of and parallel to the centerline of the left lane of Corporate Parkway a distance of 337.67 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Southwesterly direction along a line 30.00 feet Southeasterly of and parallel to the centerline of the left lane of Corporate Parkway a distance of 195.00 feet to the P.C. (point of curve) of a curve to the left having a radius of 230.00 feet and a central angle of 38 deg. 58 min. 20 sec.; thence along the arc of said curve in a Southwesterly direction 30.00 feet Southeasterly of and parallel to the centerline of the left lane of Corporate Parkway a distance of 156.44 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Southerly direction along a line 30.00 feet Easterly of and parallel to the centerline of the left lane of Corporate Parkway a distance of 230.53 feet to the P.C. (point of curve) of a curve to the right having a radius of 373.84 feet and a central angle of 116 deg. 43 min. 03 sec.; thence along the arc of said curve in a Southwesterly, Westerly and Northwesterly direction 30.00 feet Southeasterly, Southerly and Southwesterly of the centerline of Corporate Parkway a distance of 761.55 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Northwesterly direction 30.00 feet Southwesterly of and parallel to the centerline of the left lane of Corporate Parkway a distance of 455.00 feet to the P.C. (point of curve) of a curve to the left having a radius of 440.00 feet and a central angle of 52 deg. 32 min. 36 sec.; thence along the arc of said curve in a Westerly direction 30.00 feet Southerly of and parallel to the centerline of the left lane of Corporate Parkway a distance of 403.50 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Southwesterly direction 30.00 feet Southerly of the centerline of the left lane of Corporate Parkway a distance of 107.00 feet to the P.C. (point of curve) of a curve to the right having a radius of 339.95 feet and a central angle of 54 deg. 36 min. 23 sec.; thence along the arc of said curve in a Westerly direction 30.00 feet Southerly of and parallel to the centerline of the left lane of Corporate Parkway a distance of 323.99 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Northwesterly direction 30.00 feet Southwesterly of

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and parallel to the centerline of the left lane of Corporate Parkway a distance of 98.79 feet to a point on the Southeasterly right of way line of Meadow Brook Road, said point being on a curve to the right having a radius of 468.64 feet and a central angle of 13 deg. 40 min. 48 sec.; thence 84 deg. 53 min. 15 sec. to the right (angle measured to tangent) in a Northeasterly direction along the Southeasterly right of way line of Meadow Brook Road and along the arc of said curve to the right a distance of 111.89 feet to a point; thence 75 deg. 02 min. 27 sec. to the right (angle measured to tangent) in a Southeasterly direction 30.00 feet Northeasterly of and parallel to the centerline of the right lane of Corporate Parkway a distance of 18.22 feet to the P.C. (point of curve) of a curve to the left having a radius of 307.67 feet and a central angle of 42 deg. 06 min. 45 sec.; thence along the arc of said curve in a Westerly direction 30.00 feet Northerly of and parallel to the centerline of the right lane of Corporate Parkway a distance of 226.14 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in an Easterly direction 30.00 feet Northerly of and parallel to the centerline of the right lane of Corporate Parkway a distance of 285.01 feet to the P.C. (point of curve) of a curve to the right having a radius of 460.00 feet and a central angle of 56 deg. 17 min.; thence along the arc of said curve in an Easterly direction 30.00 feet Northerly of and parallel to the centerline of the right lane of Corporate Parkway a distance of 451.87 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Southeasterly direction 30.00 feet Northeasterly of and parallel to the centerline of the right lane of Corporate Parkway a distance of 225.00 feet to the P.C. (point of curve) of a curve to the left having a radius of 1150.00 feet and a central angle of 10 deg. 50 min. 38 sec.; thence along the arc of said curve in a Southeasterly direction 30.00 feet Northeasterly of and parallel to the centerline of the right lane of Corporate Parkway a distance of 217.65 feet to the P.C.C. (point of compound curve) of a curve to the left having a radius of 240.00 feet and a central angle of 125 deg. 00 min.; thence along the arc of said curve in a Southeasterly, Easterly, Northeasterly and Northerly direction 30.00 feet Northeasterly, Northerly, Northwesterly and Westerly of and parallel to the centerline of the right lane of Corporate Parkway a distance of 523.60 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Northerly direction 30.00 feet Westerly of and parallel to the centerline of the right lane of Corporate Parkway a distance of 150.00 feet to the P.C. (point of curve) of a curve to the right having a radius of 385.00 feet and a central angle of 57 deg. 33 min. 35 sec.; thence along the arc of said curve in a Northeasterly direction 30.00 feet Northwesterly of and parallel to the centerline of the right lane of Corporate Parkway a distance of 386.77 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Northeasterly direction 30.00 feet Northwesterly of and parallel to the centerline of the right lane of Corporate Parkway a distance of 155.00 feet to the P.C. (point of curve) of a curve to the left having a radius of 275.68 feet and a central angle of 53 deg. 07 min. 48 sec.; thence along the arc of said curve in a Northeasterly direction 30.00 feet Northwesterly of and

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parallel to the centerline of the right lane of Corporate Parkway a distance of 255.64 feet to the P.C.C. (point of compound curve) of a curve to the left having a radius of 2037.80 feet and a central angle of 3 deg. 13 min. 04 sec; thence along the arc of said curve in a Northerly direction 30.00 feet Westerly of and parallel to the centerline of the right lane of Corporate Parkway a distance of 114.44 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Northerly direction 30.00 feet Westerly of and parallel to the centerline of the right lane of Corporate Parkway a distance of 17.89 feet to a point on the Southerly right of way line of U. S. Highway #280; thence 89 deg. 55 min. 41 sec. to the right in an Easterly direction along the Southerly right of way line of U. S. Highway #280 a distance of 118.00 feet to the point of beginning.

According to the survey of Walter Schoel Engineering Co., dated December, 1985.

BOOK 109 PAGE 770

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

1987 JAN 12 PM 3:53

*Thomas A. Slaughter, Jr.*  
JUDGE OF PROBATE

*Rec 35.00*  
*Jud 1.00*  

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*36.00*

Page 6 of 6