



# ASSIGNMENT OF LEASES, RENTS AND PROFITS

THIS ASSIGNMENT, made as of the 1st day of September, 1987, by DANIEL MEADOW BROOK ONE LIMITED PARTNERSHIP, a Virginia limited partnership registered as a foreign limited partnership in the State of Alabama under the name "Daniel Meadow Brook One Limited Partnership", having an address at 10 Inverness Center Parkway, P.O. Box 43250, Birmingham, Alabama 35243-0250 (the "Assignor") and UNITED STATES FIDELITY AND GUARANTY COMPANY, a Maryland corporation, and USF&G REALTY, INC., a Delaware corporation, both having an address at 100 Light Street, Baltimore, Maryland 21202 (collectively, the "Assignee").

FOR VALUE RECEIVED, the Assignor hereby grants, transfers, and assigns to the Assignee, its successors and assigns, all of the right, title and interest of the Assignor in and to all Leases, described in Schedule A to this Assignment, covering all or part of the property (herein called the "Property") briefly described as: (i) a seven (7) story office building located on approximately 8.317 acres of land leased by Assignor from Daniel U.S. Properties, Ltd., a Virginia limited partnership ("Daniel U.S."); and, (ii) a six (6) story office building located on approximately 10.253 acres of land leased by Assignor from Daniel U.S., both situated in Shelby County, Alabama and more particularly described in Schedule B attached hereto.

TOGETHER with any modifications, amendments, renewals and extensions of any of the leases, rents and profits from such leases, and any guarantees of the lessee's obligations under any of the leases (such leases, together with all such rents, profits, guarantees, modifications, amendments, renewals and extensions, being hereinafter severally referred to as the "Leases").

## FOR THE PURPOSE OF SECURING:

1. Payment of the indebtedness evidenced by the 8.50% Secured Notes, Series A, Due September 1, 2007 in the aggregate principal amount of \$23,500,000.00 issued by the Assignor (the "Notes") secured by an Indenture of Mortgage and Security Agreement from the Assignor to the Assignee dated this date (the "Indenture");

2. Payment of all other sums with interest thereon becoming due and payable to the Assignee under the provisions hereof or under the provisions of the Notes or the Indenture; and

3. Performance and fulfillment of each and every term, covenant and condition set forth in the Notes, the Indenture, the Certificate and Agreement as defined in the Indenture and this Assignment (the "Loan Documents").

A. THE ASSIGNOR COVENANTS AND AGREES (JOINTLY AND SEVERALLY IF THERE BE MORE THAN ONE ASSIGNOR) WITH RESPECT TO EACH LEASE:

1. Performance of Leases. Assignor (a) shall faithfully abide by, perform and fulfill each and every term, covenant and condition of the Leases to be performed or fulfilled by the lessor; (b) at the sole cost and expense of Assignor, shall enforce or secure the performance of each and every material term, covenant and condition of the Leases to be performed or fulfilled by the lessee; (c) shall not materially modify, extend or in any way alter any term, covenant or condition of the Leases other than in the ordinary course of business; (d) shall not anticipate for more than one (1) month in advance the rents under the Leases or waive, excuse, condone or in any manner release or discharge the lessee thereunder of or from the terms, covenants or conditions by such lessee to be performed or fulfilled, including the obligation to pay the rental called for thereunder in the manner and at the place and time specified therein.

2. Defense of Actions. Assignor, at Assignor's sole cost and expense, shall appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Leases or the obligations, duties or liabilities of lessor, any lessee and any guarantor under the Leases or under any guaranty and, upon Assignor's failure to take such action within any applicable cure period set forth in Section 7.1 of the Indenture, then Assignee may make or do such acts in such a manner and to such an extent as Assignee may deem necessary and Assignor shall pay all reasonable costs and expenses of the Assignee, including attorney's fees in a reasonable sum, in any action or proceeding in which the Assignee may appear.

3. Protection of Security. Should the Assignor fail to make any payment or to do any act as herein provided, then the Assignee, at Assignee's option and upon Assignor's failure to make such payment or perform such act within the cure period set forth in Section 7.1 of the Indenture, and without releasing Assignor from any obligation hereof, the Assignee may make or do such act in such manner and to such extent as the Assignee may deem necessary to protect the security hereof, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof or the rights,

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privileges or powers of the Assignee, and also the right to perform and discharge each and every term, covenant and condition of Assignor set forth in the Leases; and in exercising any such powers to pay reasonable costs and expenses, including attorney's fees.

4. Payment of Expenses. The Assignor shall pay immediately upon demand all sums expended by the Assignee under the authority hereof after the occurrence of an Event of Default (as defined in the Indenture), together with interest thereon at the default rate as set forth in the Notes.

B. THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Assignor Collection of Rents. So long as there shall exist no Event of Default (as defined in the Indenture), Assignor shall have the right to collect upon, but not prior to accrual, all rents, issues and profits from the Property and to retain, use and enjoy such rents, issues and profits, and to perform any other acts of lessor under the leases.

2. Rights of Assignee to Property. Upon or at any time after the occurrence of an Event of Default as defined in Section 7.1 of the Indenture and the expiration of any applicable cure period set forth therein, the Assignee may (a) declare all sums secured hereby immediately due and payable, and may, at its option, without any further notice, and without any further regard to the adequacy of security for the indebtedness hereby secured, either in person or by agent with or without bringing any action or proceeding, or by a receiver to be appointed by a court, enter upon, take possession of, manage and operate the Property or any part thereof; (b) make and enter into new Leases or, subject to the terms and conditions of any of the existing Leases cancel, enforce or modify such Leases; (c) subject to the terms and conditions of the Leases obtain and evict tenants, and fix or modify rents; and (d) do any acts which the Assignee deems reasonably proper to protect the security hereof, and either with or without taking possession of the Property, in its own name sue for or otherwise collect and receive such rents, issues and profits, including those past due and unpaid, and apply such rents, less costs and expenses of operation and collection, including just and reasonable compensation for all its employees and other agents (including, without limitation, reasonable attorney's fees and management and rental commissions), upon any indebtedness secured hereby, and in such order as the Assignee may determine. The entering upon and taking possession of the Property, the collection of such rents, issues and profits and the application thereof as stated, shall not cure or waive any Event of Default, or waive, modify or effect notice of an Event of Default under the Indenture, or invalidate any act done

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pursuant to such notice, and the Assignee may continue to so possess and collect even after any such Event of Default has been cured. Assignee may exercise its right and event of privileges under this Assignment as often as any Event of Default shall occur under the Loan Documents or the Master Lease.

The Assignee is not obligated to maintain or repair the Property but it is entitled to do so to the extent it believes necessary or appropriate, in its reasonable discretion. Such maintenance or repair shall include, without limitation, the purchase of machinery, equipment and other personal property reasonably necessary for the operation, maintenance, repair, management and leasing of the Property and the costs thereof including all taxes imposed thereon or therefor shall be part of the costs and expenses of operation.

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The Assignee may act upon any notice, request, consent, demand, statement, note or other paper or document believed by it to be genuine and to have been signed by the party or parties purporting to sign the same. The Assignee shall not be liable for any error of judgment, or for any act done or step taken or omitted, or for any mistake of law or fact, or for anything which it may do or refrain from doing in good faith. Assignee shall not have any accountability hereunder except for its own willful misconduct. The entering upon and taking possession of the Property, the collection of such rents, issues and profits and the application thereof and other acts under this Assignment, shall not cure or waive any Event of Default or waive, modify or affect any notice of an Event of Default under the Indenture or invalidate any act done pursuant to such notice.

Any default by Assignor in the performance of any term, covenant or condition herein contained and not cured within any applicable cure period provided in the Indenture or the Notes which it secures shall constitute and be deemed to be an Event of Default under the terms of the Indenture entitling the Assignee to every and all rights, privileges and remedies set forth therein.

3. Indemnity. The Assignee shall not be obligated to perform or fulfill, nor does it hereby undertake to perform or fulfill, any term, condition or covenant under the Leases, or under or by reason of this Assignment. Assignor hereby agrees to indemnify and to hold the Assignee harmless (a) of and from any and all liability, loss or damage which it may or might incur under the Leases or under or by reason of this Assignment and (b) of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertaking on its part to perform or discharge

any of the terms, covenants or conditions contained in the Leases; provided, however, that the foregoing indemnification shall not extend to acts or omissions of Assignee involving gross negligence or wilful misconduct. Should the Assignee incur any such liability, loss or damage under the Leases or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorney's fees, shall be secured hereby, and the Assignor shall reimburse the Assignee immediately upon demand, with interest at the default rate as set forth in the Notes. Upon the failure of Assignor to so reimburse, the Assignee may declare all sums secured hereby immediately due and payable.

4. Rental and Subsequent Agreements. Until the indebtedness secured hereby shall have been paid in full and the Indenture released of record, Assignor shall use its best efforts to lease all available space at the Property at a good and sufficient rental and shall assign to the Assignee all subsequent leases upon all or any part of the Property upon the same or substantially the same terms and conditions as are set forth in the Assignment. Assignor shall make, execute and deliver to the Assignee, upon demand, any and all instruments - that may be reasonably necessary therefor.

5. Termination. Upon the payment in full of all indebtedness secured hereby and the release of record of the Indenture, this Assignment shall become and be void and of no effect. The affidavit of the Assignee or any officer of the Assignee showing any part of such indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment. Any person may and is hereby authorized to rely on such affidavit.

6. Warranty. Assignor covenants, warrants and represents that as of the date hereof (a) no rent or other payments under the Leases have been made by the lessees thereunder for more than one (1) month in advance.; (b) to the best of its knowledge, it has not breached any term, covenant or condition of the Leases; and (c) no lessee under the Leases has a right of counterclaim or set-off under the Leases.

7. Notice. Any notice or demand upon Assignor which may be given or made hereunder or with reference to this Assignment shall be a sufficient notice or demand if deposited in any United States Government mail receptacle enclosed in a postpaid envelope, certified or registered mail, return receipt requested, addressed to Assignor, at its address above or at such address as may be designated by Assignor to Assignee from time to time in writing. Mailed notices shall be considered to have been given upon the earlier of receipt or five days

following the time they are deposited. In any event, any notice or demand upon Assignor, in fact received, shall be sufficient notice or demand.

8. Miscellaneous. The rights, powers, privileges and discretions specifically granted to the Assignee are not in limitation of but in addition to those to which the Assignee is entitled under any present or future general or local law relating to such assignments in the State of Alabama. The rights, powers, privileges and discretions (hereinafter collectively called the "rights") to which the Assignee may be entitled shall inure to the benefit of its successors and assigns. All the rights of the Assignee are cumulative and not alternative and may be enforced successively or concurrently. Failure of the Assignee to exercise any of its rights shall not impair any of its rights nor be deemed a waiver of such rights. No waiver of any of its rights shall be deemed to apply to any other such rights. No waiver by the Assignee shall be effective unless in writing and signed by the Assignee.

The terms and conditions agreed to by Assignor and the covenants of Assignor shall be binding upon the successors and permitted assigns of Assignor. The consent of Assignee to an assignment shall not be consent to any further assignment, each of which must be specifically obtained in writing.

No recourse shall be had for the payment of the principal of or interest or premium, if any, on the Notes, or the performance of any term, condition or other covenant set forth in the Loan Documents against (i) the Assignor or any partner of the Assignor or any incorporator or any past, present or future subscriber to the capital stock, stockholder, officer or director of any corporate partner thereof, together with any predecessor or successor corporation; (ii) any legal representative, heir, estate, successor or assign of any thereof; or (iii) any corporation (or any officer, director or shareholder thereof), partnership (or any partner thereof), individual or entity to which the Mortgaged Estate (as defined in the Indenture) or any part thereof shall have been transferred (or any legal representative, heir, estate, successor or assignee of any thereof); in each case, for any deficiency or any other sum owing on, arising under or with respect to the Notes or the Loan Documents. The foregoing provisions of this paragraph shall not prevent recourse to the Mortgaged Estate or constitute a waiver, release or discharge of any indebtedness or obligation evidenced by the Notes or secured by the Loan Documents but the Notes shall continue until paid or discharged, and provided, further, that the foregoing provisions of this paragraph shall not limit the right of any person to name the Assignor or any transferee of any interest in the Mortgaged Estate as a party defendant in

any action or suit for a judicial foreclosure of or in the exercise of any other remedy under the Notes or the Loan Documents, so long as no judgment in the nature of a deficiency or personal money judgment or seeking personal liability shall be asked for or (if obtained) enforced against the Assignor, or against such transferee.

Any terms used in this Assignment and not defined herein shall have the meanings indicated in Article 1 of the Indenture.

Wherever used in this Assignment the singular shall include the plural and the plural the singular and the use of any gender shall include all genders.

Time is of the essence.

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


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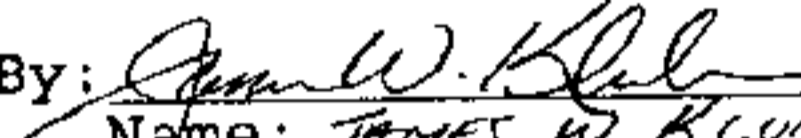
IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed on its behalf under seal as of the day and year first above written.

DANIEL MEADOW BROOK ONE LIMITED PARTNERSHIP, a Virginia limited partnership registered as a foreign limited partnership in the State of Alabama under the name "Daniel Meadow Brook One Limited Partnership"

ATTEST:

By: Daniel Realty Investment Corporation - Meadow Brook One, a Virginia corporation, a general partner

  
Name: Stephen R. Monk  
Title: Secretary


By:  (SEAL)  
Name: JAMES W. KLUBER  
Title: SR. VICE PRESIDENT


By: Daniel Realty Company, a New York general partnership, a general partner

By: Daniel Equity Partners, L.P., a Virginia limited partnership, its managing general partner

ATTEST:

By: Daniel Equity Corporation I, a Virginia corporation, its managing general partner

  
Name: Stephen R. Monk  
Title: Secretary

By:  (SEAL)  
Name: JAMES W. KLUBER  
Title: SR. VICE PRESIDENT

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STATE OF ALABAMA

SS:

COUNTY OF Shelby

I, a Notary Public in and for said County in said State, hereby certify that James W. Klubee, whose name as Sr. Vice President of DANIEL REALTY INVESTMENT CORPORATION - MEADOW BROOK ONE, a corporation, as general partner of Daniel Meadow Brook One Limited Partnership, a Virginia limited partnership registered as a foreign limited partnership in the State of Alabama under the name "Daniel Meadow Brook One Limited Partnership", is signed to the foregoing Assignment of Leases, Rents and Profits, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing Assignment of Leases, Rents and Profits, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation acting in its capacity as general partner as aforesaid.

GIVEN under my hand and seal of office this 1<sup>st</sup> day of September A.D. 1987.

[SEAL]

Shonda L. Lingo  
Notary Public

My Commission Expires: 11-6-88

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STATE OF ALABAMA

SS:

COUNTY OF Shelby

I, a Notary Public in and for said County in said State, hereby certify that James W. Kluber, whose name as Sr. Vice President of Daniel Equity Corporation I, a corporation, as managing general partner of Daniel Equity Partners, L.P., a limited partnership, as managing general partner of DANIEL REALTY COMPANY, a general partner of Daniel Meadow Brook One Limited Partnership, a Virginia limited partnership registered as a foreign limited partnership in the State of Alabama under the name "Daniel Meadow Brook One Limited Partnership", is signed to the foregoing Assignment of Leases, Rents and Profits, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing Assignment of Leases, Rents and Profits, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation acting in its capacity as general partner as aforesaid.

GIVEN under my hand and seal of office this 13<sup>th</sup> day of September, A.D. 1987.

[Seal]

Rhonda Largin-Lusco  
Notary Public

My Commission Expires: 11-6-88

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SCHEDULE A

The attached rent schedule and any lease of space in the Property whether or not such lease is specifically listed above and whether or not executed or in effect on the date hereof or subsequent hereto.

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RENT SCHEDULE

1. Building No. 1 Office Space Lease dated as of April 15, 1986 between Daniel Meadow Brook One, Ltd., as landlord, and Rust International Corporation, as tenant, as amended by an Amendment of Lease Agreement dated November 7, 1986 and a letter dated November 7, 1986 from J. J. Goody to C. Tickle.
2. Building No. 2 Office Space Lease dated as of April 15, 1986 between Daniel Meadow Brook One, Ltd., as landlord, and Rust International Corporation, as tenant, as amended by an Amendment of Lease Agreement dated November 7, 1986 and a Second Amendment of Lease Agreement dated as of July 31, 1987.

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SCHEDULE B

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 Southeast corner of the Southwest Quarter of the Southeast Quarter of Section 31, Township 18 South, Range 1 West; thence Northerly along the East line of said 1/4-1/4 Section a distance of 1115.12 feet to the point of intersection of said East line with the Southerly right-of-way line of U.S. Highway 280; thence 96 deg. 46' 03" to the left in a Southwesterly direction along said highway right-of-way line a distance of 1634.70 feet to the point of beginning; thence continue along last described course and along said right-of-way line a distance of 454.08 feet to a point; thence 95 deg. 58' 47" to the left in a Southeasterly direction a distance of 349.64 feet to a point; thence 18 deg. 11' 54" to the left in a Southeasterly direction a distance of 410.59 feet to a point; thence 100 deg. 21' 42" to the left in a Northeasterly direction a distance of 338.0 feet to a point; thence 64 deg. 00' 00" to the right in a Southeasterly direction a distance of 155.00 feet to a point; thence 95 deg. 33' 57" to the left in a Northeasterly direction a distance of 271.26 feet to a point on a curve to the right having a radius of 79.00 feet and a central angle of 44 deg. 46' 15"; thence 71 deg. 03' 07" to the left (angle measured to tangent) and Northwesterly along the arc of said curve a distance of 61.73 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve a distance of 6.32 feet to the P.C. (point of curve) of a curve to the left having a radius of 166.73 feet and a central angle of 31 deg. 56' 11"; thence Northwesterly along the arc of said curve a distance of 92.94 feet to P.R.C. (point of reverse curve) of a curve to the right having a radius of 104.23 feet and a central angle of 69 deg. 10' 29"; thence Northwesterly, Northerly and Easterly along the arc of said curve a distance of 125.84 feet to a point; thence 125 deg. 11' 31" to the left (angle measured from tangent) in a Southwesterly direction a distance of 219.00 feet to a point; thence 90 deg. 00' 00" to the right in a Northwesterly direction a distance of 93.57 feet to the point of beginning.

According to survey of Walter Schoel Engineering Company, dated August 17, 1987, last revised August 25, 1987.

MEADOW BROOK II:  
BUILDING SITE II:

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

Commence at the Southeast corner of the Southwest Quarter of the Southeast Quarter of Section 31, Township 18 South, Range 1 West and run North along the

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East line of said 1/4-1/4 Section a distance of 1115.12 feet to a point on the Southerly right-of-way line of U.S. Highway No. 280; thence 96 deg. 46' 03" to the left in a Southwesterly direction along the Southerly right-of-way line of U.S. Highway 280 a distance of 2088.78 feet to the point of beginning; thence 95 deg. 58' 47" to the left in a Southeasterly direction a distance of 349.64 feet to a point; thence 18 deg. 11' 54" to the left in a Southeasterly direction a distance of 410.59 feet to a point; thence 62 deg. 39' 13" to the right in a Southwesterly direction a distance of 237.30 feet to a point on the Northeasterly right-of-way line of Corporate Parkway; thence 96 deg. 11' 19" to the right in a Northwesterly direction along said right-of-way line a distance of 125.00 feet to the P.C. (point of curve) of a curve to the left having a radius of 460.00 feet and a central angle of 56 deg. 17'; thence Northwesterly, Westerly and Southwesterly along said right-of-way line and along the arc of said curve a distance of 451.87 feet to the P.T. (point of tangent) of said curve; thence Southwesterly tangent to said curve and along said right-of-way line a distance of 184.65 feet to a point; thence 91 deg. 13' 08" to the right in a Northwesterly direction a distance of 94.02 feet to a point; thence 11 deg. 07' 13" to the right in a Northwesterly direction a distance of 196.54 feet to a point; thence 60 deg. 36' 35" to the left in a Northwesterly direction a distance of 49.70 feet to a point on the Easterly right-of-way line of Meadow Brook Road; thence 90 deg. 14' 33" to the right to the tangent of a curve to the left having a radius of 724.15 feet and a central angle of 16 deg. 03' 04"; thence Northeasterly along the arc of said curve and along said right-of-way line a distance of 202.87 feet to a point; thence 92 deg. 13' 02" to the right (angle measured to tangent) in a Southeasterly direction a distance of 43.53 feet to a point; thence 33 deg. 54' 52" to the left in a Northeasterly direction a distance of 80.92 feet to a point; thence 50 deg. 24' 43" to the left in a Northeasterly direction a distance of 53.70 feet to a point; thence 90 deg. 37' 49" to the right in a Southeasterly direction a distance of 172.38 feet to a point; thence 81 deg. 13' 47" to the left in a Northeasterly direction a distance of 102.26 feet to a point; thence 17 deg. 59' 39" to the right in a Northeasterly direction a distance of 118.96 feet to a point; thence 45 deg. 55' 11" to the left in a Northerly direction a distance of 76.61 feet to a point on the Southerly right-of-way line of U.S. Highway No. 280; thence 88 deg. 53' 24" to the right in an Easterly direction along said right-of-way line a distance of 29.50 feet to a point; thence 2 deg. 40' 15" to the left in a Northeasterly direction along said right-of-way line a distance of 131.99 feet to the point of beginning.

According to survey of Walter Schoel Engineering Company, dated July 20, 1987, revised on August 12, 1987, and last revised on August 26, 1987.

TOGETHER WITH THE FOLLOWING EASEMENTS:

DRIVEWAY AREA FOR BUILDING I:

Commence at the Southeast corner of the SW 1/4 of the SE 1/4 of Section 31, Township 18 South, Range 1 West; thence Northerly along the East line of said

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1/4-1/4 Section a distance of 1115.12 feet to the point of intersection of said East line with the Southerly right of way line of U.S. Highway #280; thence 96 deg. 46' 03" to the left in a Southwesterly direction along said highway right of way line a distance of 1634.70 feet to a point; thence 90 deg. 20' 30" to the left in a Southerly direction a distance of 93.57 feet to a point; thence 90 deg. 00' 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 deg. 10' 29"; thence 125 deg. 11' 31" to the right (angle measured to tangent) and along the arc of said curve along the boundary of Lake #1 a distance of 125.84 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 deg. 56' 11"; 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 44 deg. 46' 15"; thence along the arc of said curve and along the boundary of Lake #1 a distance of 61.73 feet to a point; thence 71 deg. 03' 07" to the right (angle measured to tangent) in a Southwesterly direction a distance of 210.98 feet to the point of beginning; thence 84 deg. 26' 03" to the left in a Southeasterly direction a distance of 71.55 feet to a point on the Northwesterly line of Corporate Parkway, said point being a curve to the left having a radius of 385.00 feet and a central angle of 9 deg. 02'; thence 86 deg. 11' 20" 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 deg. 50' 39" to the right (angle measured to tangent) in a Northwesterly direction a distance of 74.49 feet to a point; thence 84 deg. 26' 03" to the right in a Northeasterly direction a distance of 60.28 feet to the point of beginning.

According to survey of Walter Schoel Engineering Company, dated August 17, 1987, last revised August 25, 1987.

#### 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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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.

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

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

RECORDING FEES

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Index Fee 1.00

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