

STATE OF ALABAMA
COUNTY OF SHELBY

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DECLARATION AND GRANT OF
COVENANTS, EASEMENTS AND RESTRICTIONS

AMSOUTH OFFICE PARK

THIS DECLARATION AND GRANT is made this 1st day of June, 1994, by **AmSouth Riverchase, Inc.**, an Alabama corporation (the "Company") for the benefit of all current and future owners, lessees and other parties with any interest in the Property, as defined herein.

W I T N E S S E T H:

A. Company is the owner of all that tract or parcel of land more particularly described in Exhibit "A" (the "Property").

B. Company desires to create on the Property an office development and intends to lease or sell a portion or all of the Property to various Owners, as hereafter defined.

C. Company intends to grade, fill and excavate the Property and to construct roads, utilities, landscaped areas and other common facilities on the Property so that parcels of the Property may be developed by Company and others for such purposes.

D. Company desires to provide for the preservation of the value of the Property and such roads, utilities, landscaped areas and other common facilities.

E. Company desires to provide for the maintenance of the roads, utilities, landscaped areas and other common facilities in order to preserve their value and the value of the Property.

F. To these ends and for the benefit of the Property and each Owner of any Parcel (as hereafter defined), Company desires to subject the Property to the covenants, easements and restrictions of this Declaration.

NOW, THEREFORE, Company does hereby declare that the Property is and shall be held, transferred, sold, conveyed, leased, mortgaged, occupied and used subject to the covenants, conditions, limitations, restrictions, reservations, easements, liens, charges, rights and privileges hereinafter set forth.

ARTICLE ONE DEFINITIONS

The following words or terms when used in this Declaration shall have the following meanings.

Section 1.01. "Assessments" shall mean the assessments payable by the Owners in order to pay their Pro-rata Portion of the costs of the maintenance of the Common Facilities.

Section 1.02. "Common Facilities" shall mean and refer to (a) the Utility Easement Areas, until the same are, if ever, dedicated to and accepted by a governmental entity or public utility company; (b) the Roads, until the same are, if ever, dedicated to and accepted by a governmental entity; (c) the Landscape Easement Areas; (d) the Parking Lots; and (e) the Lakes.

Section 1.03. "Company" shall mean and refer to the Owner of the Common Facilities, which shall initially be AmSouth Riverchase, Inc. and its successors and assigns, as provided in Section 11.09.

Section 1.04. "Designated Tax Parcel" shall mean the individual tax parcels designated by the Tax Assessor of Shelby County, Alabama, into which the Property is now or hereafter divided.

Section 1.05. "East Parking Lot" shall mean the parking area described on Exhibit "B" attached hereto and made a part hereof.

Section 1.06. "Environmental Laws" shall mean any and all federal, state, and local statutes, laws, judicial decisions, regulations, ordinances, rules, judgments, orders, decrees, codes, injunctions, permits, licenses and governmental restrictions, whether now or hereafter in effect, relating to the environment, the effect of the environment or pollutants, contaminants, hazardous substances or wastes on human health or to emissions, discharges or releases of pollutants, contaminants, hazardous substances or wastes into the environment including without limitation ambient air, surface water, ground water or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, hazardous substances or wastes or the clean-up or other remediation thereof. Environmental Laws shall also include all federal, state and local laws and regulations relating to wetlands and species protection.

Section 1.07. "Hazardous Materials" shall mean any substance which is defined as hazardous under any Environmental Law, as well as any substance which is toxic, explosive, corrosive, flammable, radioactive or otherwise hazardous, including petroleum,

its derivatives, by-products and other hydrocarbons, or any substance having any constituent elements displaying any of the foregoing characteristics, whether or not regulated under Environmental Laws.

Section 1.08. "Initial Infrastructure" shall mean the construction of the Common Facilities described on Exhibit "C" attached hereto.

Section 1.09. "Initial Parcel Owner" shall mean the Owner or Owners of the Initial Parcels. If more than one Owner owns the Initial Parcels, then any action to be taken by the Initial Parcel Owner shall require the unanimous consent of all of the Owners of the Initial Parcels or such other manner of consent as may be specified in a written agreement regarding collective decision making executed by all of the Owners of the Initial Parcels which agreement is recorded in the real property records of the County of Shelby, State of Alabama.

Section 1.10. "Initial Parcels" shall mean the North Building Parcel, the South Building Parcel, the Pedestrian Bridge Parcel, the Parking Deck Parcel and the Training Center Parcel.

Section 1.11. "Lakes" shall mean the areas described on Exhibit "D" attached hereto and made a part hereof (which constitute Primary Common Facilities) together with any future areas of the Property designated by the Company as a Lake and as part of the Common Facilities in accordance with Article III.

Section 1.12. "Landscape Easement Areas" shall mean and refer to those areas of the Property so designated by the Company as a "Landscape Easement" or "Landscape Easement Area" specifically including those designated as Primary Common Facilities herein, together with additional areas designated as Landscape Easement Areas in accordance with Article III; any landscape plantings, improvements and structures located in the medians and on the shoulders of Roads dedicated to and accepted by governmental entities pursuant to an arrangement whereby the Company or all Owners retain maintenance responsibility; and those areas within the rights-of-way of public roads adjacent and contiguous to the Property so designated by the Company.

Section 1.13. "North Building Parcel" shall mean the area described on Exhibit "E" attached hereto and made a part hereof.

Section 1.14. "Owner" shall mean and refer to the record owner of the fee title to any portion of the Property, including a Parcel; provided, however, that if the fee title owner of any Parcel has ground-leased such Parcel, the Owner of such Parcel shall be deemed to be the ground lessee of such Parcel; provided, however, that any party subleasing a Parcel from a ground lessee of

such Parcel shall not be considered an Owner of such Parcel for the purposes of this Declaration. Notwithstanding any applicable title theory concerning mortgages, deeds of trust or deeds to secure debt, Owner shall not mean or refer to the holder of a mortgage, deed of trust or deed to secure debt covering a Parcel unless and until such holder has acquired fee or ground leasehold title to a Parcel pursuant to a foreclosure or any proceeding in lieu of foreclosure.

Section 1.15. "Parcel" shall mean and refer to all portions of the Property, excluding the Common Facilities, including each Initial Parcel and any separately designated part or parcel of the Property as determined by the Company from time to time hereafter in accordance with Section 3.01. On the date hereof, the Property consists of (a) the Initial Parcels, (b) the Common Facilities, and (c) the remainder of the Property, which solely for reasons of Article VI shall be considered as a Parcel until such remainder of the Property is designated as a Parcel(s) under Section 3.01.

Section 1.16. "Parking Deck Parcel" shall mean the area described on Exhibit "F" attached hereto and made a part hereof.

Section 1.17. "Parking Lots" shall mean the West Parking Lot, the East Parking Lot, and the Training Center Parking Lot, all of which are Primary Common Facilities, together with and any and all other parking areas now or hereafter serving the Property and designated by the Company as a part of the Common Facilities in accordance with Article III. Neither the Parking Deck Parcel nor any parking facilities located thereon shall constitute a Parking Lot.

Section 1.18. "Pedestrian Bridge Parcel" shall mean the area described on Exhibit "G" attached hereto and made a part hereof.

Section 1.19. "Permittees" shall mean and refer to an Owner's officers, directors, partners, employees, agents, contractors, customers, visitors, licensees, concessionaires, tenants and subtenants.

Section 1.20. "Primary Common Facilities" shall mean those components of the Common Facilities described on Exhibit "H" hereto and made a part hereof.

Section 1.21. "Pro-rata Portion" for any Owner shall mean a percentage calculated by dividing (a) the maximum number of gross buildable square feet allocated by the Company to the appropriate Parcel for improvements to be built thereon by (b) the aggregate number of gross buildable square feet of the Property to be used for development of improvements, as determined in accordance with the density requirements of the City of Hoover,

Alabama. In illustration, on the date hereof, the Initial Parcels have been allocated 521,528 square feet for the development of improvements, and the Property has an aggregate availability for density requirements of 1,117,200 square feet, resulting in the Owner of the Initial Parcels having a Pro-rata Portion of 46.68%. So long as the Owner of the Initial Parcels owns no other Parcel and does not exceed 521,528 gross buildable square feet of improvements on the Initial Parcels, the Pro-rata Portion of the Owner of the Initial Parcels shall not exceed 46.48%. The Company shall allocate all of the gross buildable square feet to Parcels so that the Pro-Rata Portions for all Parcels in the aggregate shall at all times equal 100%.

Section 1.22. "Restricted Build Zone" shall mean the areas shown on Exhibit "I" attached hereto and made a part hereof.

Section 1.23. "Roads" shall mean and refer to the vehicular rights of way located on the Property and providing ingress to and egress from the Parcels and Common Facilities, specifically including the Roads designated herein as Primary Common Facilities, together with other Roads designated by the Company in accordance with Article III.

Section 1.24. "Secondary Common Facilities" shall mean the Common Facilities not constituting Primary Common Facilities.

Section 1.25. "South Building Parcel" shall mean the area described on Exhibit "J" attached hereto and made a part hereof.

Section 1.26. "Training Center Parcel" shall mean the area described on Exhibit "K" attached hereto and made a part hereof.

Section 1.27. "Training Center Parking Lot" shall mean the area described on Exhibit "L" attached hereto and made a part hereof.

Section 1.28. "Utility Easement Areas" shall mean and refer to (a) that portion of the Primary Common Facilities that are designated as Utility Easement Areas on Exhibit G attached hereto, (b) 15 foot easements on both sides of the Roads, and (c) other Utility Easement Areas designated by the Company in accordance with Article III.

Section 1.29. "West Parking Lot" shall mean the area described on Exhibit "M" attached hereto and made a part hereof.

ARTICLE TWO
PURPOSE OF DECLARATION

Section 2.01. Purpose. The Company hereby declares that the Property is subjected to the covenants, conditions, limitations, restrictions, reservations, easements, liens, charges, rights and privileges hereby declared, (i) to provide for the construction, installation and orderly and effective maintenance of the Common Facilities, (ii) in general, to preserve the economic value of the Property, the Parcels and any improvements constructed thereon from time to time and (iii) to facilitate the orderly and controlled development of the Property as a first class campus style office park.

Section 2.02. Covenants Running with the Land. This Declaration and all provisions hereof constitute covenants running with the land applicable to all of the Property and shall burden and benefit and pass with any conveyance of the Property for the duration hereof. This Declaration shall be deemed incorporated in all deeds, leases and other conveyances hereafter made by Company or any Owner, whether or not incorporated or referred to therein, and every person acquiring or holding an interest in the Property or any part thereof, shall take or hold such interest with notice of this Declaration and all provisions hereof. Each such person by accepting such interest shall be deemed to have assented to this Declaration and all provisions hereof. Upon any person's becoming an Owner, such Owner shall provide notice to the Company of the name of the Owner, an authorized individual to act on behalf of the Owner, and an address for notice purposes. The rights and obligations of an Owner under this Declaration cannot be assigned or conveyed separately from the Owner's interest in the Property or any Parcel.

Section 2.03. No Liability for Construction of the Initial Infrastructure. The Company acknowledges neither it nor any other Owner shall incur any obligation to construct or pay for the cost of construction of the Initial Infrastructure by virtue of this Declaration; provided that any such Owner may incur the obligation to construct or pay for the cost of the Initial Infrastructure under a separate agreement.

ARTICLE THREE
DESIGNATION OF PARCELS, COMMON FACILITIES

Section 3.01. Designation of Parcels. Company hereby designates the Initial Parcels. Company shall hereafter have the right and power but not the obligation, to (i) designate remaining portions of the Property into Parcels, (ii) with the prior written consent of the then Owner of a Parcel, withdraw its designation of such Parcel, (iii) with the prior written consent of the then Owner of a Parcel, and any other Owner directly affected thereby,

redesignate any previously designated Parcel of the Property having different boundaries and configurations from those previously designated and (iv) with the prior written consent of the then Owner of a Parcel, divide such Parcel into two or more Parcels. The Company shall have the rights set out in (i) through (iv) of this Section only if all of the following criteria are satisfied: (a) such designation and any improvements required in connection with proposed improvements (including any improvements required to be constructed on the Common Facilities) shall not interfere with any easements serving any existing Parcels, unless Company or the Owner requesting designation shall provide alternative easements which are not less beneficial (including cost of operation and maintenance thereof) to the appropriate Owners, at no cost to the Owner of the affected Parcel and with no interference of service, and shall satisfy the applicable provisions of Section 3.02; (b) such designation and any improvements required in connection with proposed improvements shall not require the expenditure of any additional funds by any Owner (other than Company and the Owner requesting such designation), either in the payment of increases to Assessments or other amounts hereunder or otherwise; (c) any such designation and any improvements to be constructed on such new Parcel shall not adversely affect the fair market value of the then-existing Parcels and the improvements on the then-existing Parcels (excluding, however, any reduction of fair market value due to economic competition); (d) any structure to be constructed on such new Parcel shall be compatible with the existing buildings on the Property, in terms of quality, use, height, size and appearance; and (e) such designation shall comply with all applicable laws, including zoning and subdivision laws, and such designation shall not cause a violation of such applicable laws with respect to any Parcel or Owner.

Section 3.02. Designation, Relocation and Withdrawal of Common Facilities. Company on the date hereof has designated the Primary Common Facilities, together with such other Common Facilities as are necessary to provide access and utilities to the Initial Parcels. Company shall have the right and power, but not the obligation, to (i) designate any portion of the Property owned by the Company as a Common Facility; (ii) withdraw its designation of any portion of the Property as a Common Facility; and (iii) redesignate any previously designated portion of the Property then owned by the Company as a Common Facility having different boundaries and configurations from those previously designated; provided, however, the Company's right herein to designate, or to withdraw or relocate any previously designated Common Facility shall be on the condition that (1) such rights shall be exercised only after thirty (30) days' prior written notice of the intent to designate, withdraw or relocate such Common Facility has been given to all Owners, together with information regarding such designation, relocation or withdrawal, including, without limitation, drawings of any existing Common Facility to be relocated or withdrawn and drawings of any to-be-designated Common

Facility (2) any relocation shall not reduce or impair the usefulness or function of the Common Facility to be relocated, (3) such relocation or withdrawal will not interfere with the use of any improvements located on the Parcels served by the Common Facilities to be withdrawn or relocated, (4) such designation or relocation shall not intrude or encroach on any improvement located on a Parcel at the time of such designation or relocation, (5) all costs of such designation, relocation or withdrawal will be borne by the Company and/or any Owner requesting such designation, withdrawal or relocation of such Common Facility, (6) such designation, relocation or withdrawal shall not adversely affect the fair market value of any Parcel and the improvements on any Parcel (excluding, however, any reduction in fair market value due to economic competition), and (7) the relocation or withdrawal of a Primary Common Facility may be commenced only with the prior written consent of all Owners, which consent shall not be unreasonably withheld or delayed.

Section 3.03. Encroachments and Support. If any portion of a structure located on a Parcel encroaches upon any other portion of the Property, an easement on the surface and for subsurface support below such surface and for the maintenance of the same is hereby granted. Notwithstanding anything to the contrary contained herein, the easement granted hereunder shall not relieve an Owner of liability in case of a wilful and intentional encroachment or an encroachment resulting from the negligence of the Owner or its Permittees.

Section 3.04. Construction of Improvements on Parcels.

(a) No improvements or any part of an improvement may be constructed on any portion of a Restricted Build Zone without the prior written consent of the Initial Parcel Owner and any Owner(s) of the Parcel(s) immediately adjacent to such Restricted Build Zone.

(b) All improvements constructed on a Parcel must be approved by the Riverchase Business Associations's Riverchase Architectural Committee, as required by Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Business) recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Misc. 13, page 50, as amended from time to time. The Company represents that it does not have voting control of the Riverchase Architectural Committee, and each Owner covenants that it will not accept a position of control on such Committee.

Section 3.05. Construction of Common Facilities. No improvement other than for common use shall be constructed on any of the Common Facilities without the prior written consent of all Owners. The Company shall cause all improvements within the Common Facilities to be constructed and maintained in compliance with all applicable laws, ordinances and regulations. The Common Facilities

shall be utilized solely for the installation and maintenance of utilities, roads, landscaping, paths, fences, signs, lakes and other similar appurtenances to the buildings located on the Parcels. No portion of the Common Facilities may be utilized for a purpose, other than the purpose intended by the designated use, as set forth in the respective definitions of the various portions of the Common Facilities. Notwithstanding the above, any portion of the Common Facilities may be landscaped with appropriate vegetation, provided that such landscaping does not interfere with the primary use of such portion of the Common Facilities.

Section 3.06. Allocation of Square Footage for Density Purposes. The Company hereby allocates to the Initial Parcels, in the aggregate, the greater of (a) 521,528 gross buildable square feet or (b) the gross buildable square feet actually utilized in the initial construction of improvements on the Training Center Parcel, the North Building Parcel and the South Building Parcel. Upon the designation by the Company of any subsequent Parcel in compliance with Section 3.01, the Company shall allocate to such Parcel a specific number of gross buildable square feet. The gross buildable square footage allocated to all Parcels in the aggregate shall not exceed the number of gross buildable square feet permitted for the construction on the entire Property under the then-applicable zoning and/or density requirements of the governmental entity having jurisdiction over the Property. In illustration, on the date hereof, the applicable zoning and/or density requirements permit a maximum density of 12,000 gross buildable square feet per acre. The Property contains approximately 93.1 acres, resulting in an aggregate availability on the date hereof of 1,117,200 square feet. The number of available gross buildable square feet for the development of the remainder of the Property is 595,672. No Owner shall construct any improvements on its Parcel(s) that exceed the density allocated to such Parcel(s) under this Section 3.06. Each Owner (other than the Initial Parcel Owner) agrees that it shall not take any action, including the construction of improvements or the seeking of any variance or zoning change, that would, directly or indirectly, result in (i) a decrease in the density allocated to the Initial Parcels, or (ii) a decrease in the density available to the Initial Parcels under applicable law, including zoning and subdivision laws, or (iii) a violation of applicable law, including zoning and subdivision laws, by the Initial Parcel Owner or by the Initial Parcel. Parking structures shall not be considered in calculating gross buildable square footage.

ARTICLE FOUR EASEMENTS

Section 4.01. Reservation of Utility Easements. Company reserves a perpetual, alienable and releasable non-exclusive easement on, over, across, through and under each Utility Easement

Area for the purpose of constructing, installing, maintaining, repairing, replacing and using the utility facilities as may now or hereafter be located within the Utility Easement Areas (including, without limitation, utility facilities for water, electricity, gas, telephone, cable television, sanitary sewer, storm sewer and other public conveniences or utilities) and as may be reasonably required, necessary or desirable to provide economical and safe utility services to the Parcels. Such easement includes, without limitation, the right to cut any trees, bushes or shrubbery; cut, grade and fill the ground; or take any other similar action reasonably required, necessary or desirable to provide such utility facilities, including the right to locate wells, tanks, pumping stations, poles, wires, detention facilities, conduits, pipes, manholes, encasements and similar utility facilities on, over, across, through and under each Utility Easement Area.

Section 4.02. Reservation of Landscape Easements.
Company reserves a perpetual, alienable and releasable non-exclusive easement on, over, across, through and under each Landscape Easement Area for the purpose of constructing, installing, maintaining, repairing and replacing such landscape plantings, improvements and structures as may now or hereafter be located within the Landscape Easement Areas (including, without limitation, grass, trees, bushes, shrubs, flowers, walls, fences, walkways, trails, electrical lighting devices, sculptures, decorative structures, directional and identity signage and irrigation facilities) and as may be reasonably required, necessary or desirable to provide landscaping within the Landscape Easement Areas. Such easement includes, without limitation, the right to cut and trim grass, trees, bushes or shrubbery; cut, grade and fill the ground; construct walls, fences, walkways, trails, electrical lighting devices, sculptures, decorative structures, directional and identity signage and irrigation facilities; or take any other similar action reasonably required, necessary or desirable to provide such landscaping, including the right to locate drainage facilities, wires, conduits, pipes and similar facilities on, over, across, through and under each Landscape Easement Area.

Section 4.03. Reservation of Parking Lots. Company reserves a perpetual, alienable and releasable non-exclusive easement on, over and across the Parking Lots, including, without limitation, the West Parking Lot, the East Parking Lot and the Training Center Parking Lot for the purpose of constructing, maintaining, replacing, repairing, and expanding vertically the Parking Lots and as may be reasonably required, necessary or desirable to provide vehicular parking within the Parking Lots. The right of the Company to expand the Parking Lots is conditional upon the Company's providing the Owner(s) using such Parking Lots with (a) sufficient substitute parking during construction, (b) evidence that upon completion of construction such Owners shall have rights to the Parking Lots not less than existed prior to

construction as granted in Section 4.07, and (c) evidence that sufficient funds are available to complete the construction.

Section 4.04. Grant of Access Easement. Company grants and conveys unto each Owner a perpetual and nonexclusive easement to be used and enjoyed by each Owner and the Permittees of each Owner, in common with Company and other Owners and their respective Permittees, for the sole purposes hereinafter set forth in, on, across, through and over the Roads. The easement granted shall be appurtenant to, and pass with the title to, each Parcel for the purpose of ingress to and egress from each Parcel and the dedicated roadways adjacent to the Property. The easement granted herein in any Road shall terminate and be of no further force and effect when, if ever, such Road is dedicated to and accepted by a governmental entity.

Section 4.05. Grant of Utility Easements. Company grants and conveys unto each Owner a perpetual and non-exclusive easement to be used and enjoyed by each Owner, and the Permittees of each Owner, in common with Company and other Owners, and their respective Permittees, for the purposes hereinafter set forth in, on, across, through and over each Utility Easement Area. The easement granted shall be appurtenant to, and pass with the title to, each Parcel for the purpose of maintaining, repairing, replacing and using the utility facilities now or hereafter located within the Utility Easement Areas. The easement granted herein in any Utility Easement Area shall terminate and be of no further force and effect as to such Utility Easement Area which is dedicated to and accepted by a governmental entity or public utility company.

Section 4.06. Grant of Landscape Easements. Company grants and conveys unto each Owner a perpetual and nonexclusive easement to be used and enjoyed by each Owner, and the Permittees of each Owner, in common with Company and other Owners, and their respective Permittees, for the purpose of allowing access to and maintaining of the Landscape Easement Areas. The easement granted shall be appurtenant to, and pass with the title to, each Parcel for the purpose of maintaining, repairing and replacing the landscape plantings, improvements and structures now or hereafter located within the Landscape Easement Areas.

Section 4.07. Grant of Maintenance Easements. Company grants and conveys unto all Owners a perpetual and nonexclusive easement on, across, over and through each Parcel to be used and enjoyed by all Owners and the Permittees of each Owner, in common with Company and other Owners and their respective Permittees, for the sole purpose of providing an Owner of a Parcel with sufficient space on an adjacent Parcel to perform maintenance on its own Parcel or to the exterior of any improvements located on its own Parcel.

Section 4.8. Grant of Parking Easement. Company grants and conveys unto each Owner a perpetual and nonexclusive easement to be used by each Owner, and the Permittees of each Owner, in common with Company and other Owners and their respective Permittees, for the purposes herein after set forth in, on, across, through and over the Parking Lots. The easement granted shall be appurtenant to, and pass with title to, each Parcel for the sole purpose of vehicular access and parking. The Owner of the North Building Parcel shall have the exclusive right to use the greater of (a) 792 spaces in the West Parking Lot and East Parking Lot combined or (b) the number of spaces in the East Parking Lot and the West Parking Lot, combined, required for the improvements located on the North Building Parcel to be in compliance with the parking ratio as prescribed by the local governing laws and regulations. The Owner of the Training Center Parcel shall have the exclusive right to use the greater of (a) 110 spaces in the Training Center Parking Lot or (b) the number of spaces required for the improvements located on the Training Center Parcel to be in compliance with the parking ratio as prescribed by the local governing laws and regulations. The Owner of the South Building parcel shall have the exclusive right to use the greater of (a) 27 spaces in the West Parking Lot and East Parking Lot combined or (b) the number of spaces needed, when added to the parking spaces in the Parking Deck, for the improvements on the South Building Parcel to be in compliance with the parking ratio as prescribed by the local laws and regulations. Upon written request of the Owner of the North Building Parcel or the Owner of the Training Center Parcel, the Company shall specifically designate by signage the exclusive spaces reserved for such Owner in the Parking Lot in which such Owner has exclusive rights.

Section 4.09. Authority of Company. Notwithstanding anything to the contrary contained herein, the Company reserves the right to execute in its name, and any Owner's name, such conveyance and release documents as are necessary to take the actions permitted in Sections 3.02, 3.03, and 7.01.

ARTICLE FIVE

MAINTENANCE; TAXES; ENVIRONMENTAL MATTERS

Section 5.01. Exterior Maintenance by Owners. Each Owner shall maintain its Parcel, together with the exterior of all improvements thereon, in an overall condition compatible with other first-class office developments in the Birmingham, Alabama area. Specifically, each Owner shall perform regular, routine maintenance on the Parcel and the exterior of all improvements thereon in a timely and expeditious manner in order to preserve the first class condition and appearance thereof and to keep the Parcel and the exterior of the improvements thereon in a sightly condition, including, but not limited to, cleaning, painting, repairing and replacing exterior components of the improvements; seeding,

watering and mowing lawns; planting, pruning, and cutting trees and shrubbery; and other appropriate external care of all landscaping and improvements, in a manner consistent with first-class property management. Each Owner shall make diligent efforts to prevent and promptly correct any unclean or unsightly condition on its Parcel.

Section 5.02. Maintenance of Common Facilities. The Company shall maintain and keep in a clean and orderly condition all portions of the Common Facilities in an overall condition compatible with other first class, campus style office developments in the Birmingham, Alabama, area and shall provide other services and insurance coverage in types and amounts compatible with other first class office developments in the Birmingham, Alabama, area including without limitation, hazard and liability coverage; provided, however, the Company shall not be obligated to expend its own funds for such maintenance, services and insurance, and shall be obligated to provide only such maintenance, services and insurance as can be provided with the Assessments the Company receives from the Owners in accordance with this Declaration.

Section 5.03. Maintenance for Delinquent Owner. If the Company shall determine that any Owner is delinquent in discharging properly such Owner's obligations with regard to the maintenance, cleaning or repair of the Owner's Parcel or the exterior of any improvements thereon, then the Company may give the delinquent Owner written notice of the Company's intent to provide the necessary maintenance, cleaning or repair, at the delinquent Owner's sole cost and expense. The delinquent Owner shall have thirty (30) days from receipt of such notice within which to complete such maintenance, cleaning or repair in a good and workmanlike manner, or in the event such maintenance, cleaning or repair is not capable of completion within such period, to commence such maintenance, cleaning or repair and diligently proceed to complete the same in a good and workmanlike manner. In the event of a failure of any Owner to comply with the provision hereof after such notice, the Company may provide any such maintenance, cleaning, repair or replacement at the delinquent Owner's sole cost and expense. Such cost and expense shall be due and payable thirty (30) days after delivery of notice to the delinquent Owner of the amount thereof, and until such cost and expense is paid, the amount thereof shall be a lien against the delinquent Owner's Parcel and improvements and an obligation of the delinquent Owner in all respects as provided in this Declaration for annual and special Assessments. In the event the Company fails to enforce its rights under this paragraph against any other Owner within 60 days after written demand from a non-delinquent Owner, such non-delinquent Owner shall have the rights granted to the Company in this paragraph. In the event that the Company shall fail to maintain, in accordance with this paragraph, any of the Property of which the Company is an Owner, the Initial Parcel Owner shall have the rights of the Company in this paragraph in order to require the Company to fulfill its obligations as a defaulting Owner.

Section 5.04. Damage, Restoration by Owner. In the event all or a portion of the improvements situated on a Parcel are damaged or destroyed by a casualty, insured or uninsured, and the Owner of such Parcel does not restore such damaged or destroyed building or portion within a reasonable period of time after the occurrence thereof, such Owner shall raze the portions of the improvement that are not restored or rehabilitated, clear away debris and take all other action so that the Parcel will be , a safe area (including, without limitation, filling all excavations with clean fill and restoring the surface of the Parcel to a level condition); provided, however, this provision shall not prevent an Owner from subsequently building on the Parcel, provided that any such subsequent construction shall be in accordance with the provisions of this Declaration. In the event of a failure of any Owner to comply or commence compliance and proceed with due diligence with the provisions hereof within thirty (30) days of the date after written notice of default of the foregoing obligation from the Company to such Owner, the Company may provide for such restoration, rehabilitation or removal and razing at the delinquent Owner's sole cost and expense. Such cost and expense shall be due and payable thirty (30) days after delivery of notice to the delinquent Owner of the amount thereof, and until such cost and expense is paid, the amount thereof shall be a lien against the delinquent Owner's Parcel and improvements and an obligation of the delinquent Owner in all respects as provided in this Declaration for annual and special Assessments. In the event the Company fails to enforce its rights under this paragraph against any other Owner within 60 days after written demand from a non-delinquent Owner, such non-delinquent Owner shall have the rights granted to the Company in this paragraph. In the event that the Company shall fail to maintain, in accordance with this paragraph, any of the Property of which the Company is the Owner, the Initial Parcel Owner shall have the rights of the Company in this paragraph in order to require the Company to fulfill its obligations as a defaulting Owner.

Section 5.05. Taxes and Other Charges. Each Owner, with respect to its respective Parcel, shall be responsible to pay, and hereby covenants and agrees to pay and discharge, not later than the last day upon which the same may be paid without interest or penalty, all taxes (including, without limitation, sales, use, gross receipts and property taxes), assessments, levies, fees, water and sewer rents and other governmental and similar charges, general and special, ordinary or extraordinary, and any interest and penalties thereon, which are levied or assessed on or against each Owner's respective Parcel. For so long as any Parcel is included in a Designated Tax Parcel which also includes other improvements and real estate, each Owner shall be responsible for (a) the taxes due on the improvements located on such Owner's Parcel plus (b) such Owner's pro rata share of the taxes due on the land included in such Designated Tax Parcel, calculated by dividing the number of square feet of land included in the Parcel by the

number of square feet of land included in the Designated Tax Parcel in which the Parcel is included, and multiplying the quotient by the amount of tax assessed on the land in such Designated Tax Parcel. So long as the Parcels are not separately Designated Tax Parcels, the Owners shall deliver the payments for such taxes to the Company (in checks payable to the taxing authority) no later than thirty (30) days prior to the last day upon which the same may be paid without penalty, and the Company shall deliver all such checks to the taxing authority. In the event an Owner does not pay its taxes as required herein, an Owner of any other Parcel included within the delinquent Owner's Designated Tax Parcel may pay such tax. Such tax shall be due and payable thirty (30) days after delivery of notice to the delinquent Owner of the amount thereof, and until such cost and expense is paid, the amount thereof, plus the legal rate of interest charged on judgments under Alabama law, shall be a lien against the delinquent Owner's Parcel and the improvements located thereon and an obligation of the delinquent Owner in all respects as provided in this Declaration for annual and special Assessments. In the event that the tax bills for Parcels do not separately assess the improvements and the land, or do not separately assess the improvements located within a Designated Tax Parcel, the parties shall agree upon a reasonably equivalent method for allocating the taxes, based upon relative fair market values. If the appropriate parties are unable to agree upon a method of allocation, such matter shall be subject to arbitration as set forth herein. Notwithstanding any contrary provision, an Owner shall have the right to contest the imposition of any taxes outlined in this Section, and all other Owners agree to reasonably cooperate, provided that (i) such contest will not impose any lien on another Owner's Parcel, (ii) such contest will not cause the taxes on another Owner's Parcel to be increased, and (iii) such contest is conducted in accordance with applicable laws and regulations. In the event that an Owner is successful in reducing a tax assessment, and such reduction results in the reduction of other Owners' assessments, all such Owners shall be obligated to share (on a pro rata basis) in the cost of contesting such taxes (but only to the extent of the amount of the tax reduction applicable to such non-contesting Owner).

Section 5.06. Environmental Matters. Each Owner will comply and cause its Permittees to comply with all applicable Environmental Laws with respect to such Owner's Parcel and the Common Facilities. No Owner will cause or permit by its Permittees the release, generation, treatment or storage or disposal of any Hazardous Materials on its Parcel or the Common Facilities in violation of any applicable Environmental Law.

Section 5.07. Casualty Affecting Common Facilities. In the event of damage or destruction to any of the Common Facilities due to fire or other adversity or disaster, the insurance proceeds shall be collected by and paid to the Company (in trust for all Owners) and such insurance proceeds, if sufficient to reconstruct or repair the damage, shall be applied by the Company to such

reconstruction and repair. If the insurance proceeds with respect to such damage or destruction are insufficient to repair and reconstruct the damaged or destroyed Common Facilities, the Company may levy a special assessment in accordance herewith (unless the damage is caused by the Company, or an Owner, or by an Owner's Permittees, in which event the responsible Company or Owner shall pay for any repairs) in the aggregate amount of such deficiency and shall proceed to make such repairs or reconstruction, and diligently complete the same in a reasonable time.

Section 5.08. Condemnation. In the event any portion of the Common Facilities shall be taken for any public or quasi-public use, under any statute, by right of eminent domain, or by purchase in lieu thereof (herein, "condemnation"), the condemnation award applicable thereto shall be utilized to repair or replace the applicable Common Facilities. In the event that additional Common Facilities are required to continue the operation of the Common Facilities taken in condemnation, the Company shall be obligated to designate additional Common Facilities, provided that such property is available from the Property owned by Company and not ground leased or designated as a Parcel. To the extent that there are condemnation proceeds in excess of those required to repair or replace the condemned Common Facilities, such proceeds shall first be paid to the Company for the fair market value of the additional Common Facilities the Company has had to designate hereunder, with the remainder to be shared by the Owners on the basis of their Pro-rata Portion.

ARTICLE SIX ASSESSMENTS

Section 6.01. Liens. Each Owner of any Parcel, by acceptance of an instrument of conveyance therefor, whether or not it shall be so expressed in such instrument, shall be deemed to covenant and agree with the Company and all Owners to pay its Pro-Rata Portion of the cost and expense of operating, maintaining, repairing, and replacing the Common Facilities, such Assessments to be fixed, established and collected from time to time as hereinafter provided. Such Assessments, together with interest thereon and costs of collection, shall be a charge on, and a continuing lien upon, each Owner's Parcel, to the extent of such Owner's interest in the Parcel, at the time the Assessments became due and payable. No Owner shall have personal liability arising hereunder for its Assessments or other amounts due hereunder, and the same may only be enforced by a lien against the applicable Parcel.

Section 6.02. Purpose of Assessments. The Assessments shall be used exclusively for the purpose of promoting the health, safety, welfare and enjoyment of the Owners; operating,

maintaining, repairing, and replacing the Common Facilities; and paying the expenses directly related thereto including, without limitation, ad valorem taxes on the Common Facilities, insurance on the Common Facilities and reasonable management and professional fees and expenses incurred in connection with the Common Facilities.

Section 6.03. Annual Assessments. The Company shall prepare or cause to be prepared annually a budget setting forth by category the estimated operating costs and expenses to be incurred for the Common Facilities for the following year, including the establishment and maintenance of such reserves as the Company considers appropriate. The annual budget, and a roster of the Owners setting forth their Pro-Rata Portion of the annual contributions, shall be delivered to each Owner. The annual budget must be approved by Owners whose collective Pro-Rata Portions equal at least 75%.

Section 6.04. Special Assessments. The Company may levy for any calendar year a special Assessment, applicable to that year only, for the purpose of paying the actual operating costs and expenses for the Common Facilities as contemplated in the annual budget (to the extent the estimated annual Assessments and available reserves are insufficient to do so) or defraying, in whole or in part, the actual cost and expense of any improvement, repair or replacement of the Common Facilities. Notwithstanding anything to the contrary contained in this Declaration, no Owner shall be liable for the cost of any capital improvement to the Common Facilities other than a repair or replacement of the Initial Infrastructure with equivalent improvements, except with the prior written consent of such Owner. Notice of the special Assessments, and a roster of the Owners setting forth their Pro-Rata Portion of the special Assessments, shall be delivered to each Owner.

Section 6.05. Payment of Assessments. Estimated payments on account of the annual Assessments shall be due and payable semi-annually on the first day of each January and July in advance, in an amount fixed for each calendar year on the basis of the budget submitted to the Owners by the Company. Until the budget has been prepared and delivered to the Owners, the Owners shall continue to make estimated payments in the amount fixed for the preceding calendar year and, if the budget provides for an increase in such estimated payments, the amount of any such increase for the months which have passed as of the time the budget is delivered to the Owners shall be due and payable within thirty (30) days after the budget has been delivered. Any special Assessments shall be paid within ninety (90) days after notice of such Assessments has been delivered to, and, if required under Section 6.04, approved by, the Owners.

Section 6.06. Nonpayment of Assessments. If any Assessments is not paid on the date when due, then such Assessments shall become delinquent and shall, together with interest and the costs of collection as hereinafter provided, thereupon become a continuing lien on the Parcel of the delinquent Owner. The Assessment shall bear interest from the date ten (10) days after the due date until paid at the legal rate of interest charged on judgments under Alabama law, and the Owner shall pay all costs of collection, including, without limitation, court costs and reasonable attorneys fees. In the event that it shall become necessary to collect any delinquent Assessment, the Owner or the Company to whom such sums are owed may foreclose the lien against the defaulting Owner's Parcel in like manner as a mortgage on real property, or may accept a deed in lieu of such foreclosure. In any such foreclosure, the defaulting Owner shall be required to pay the costs and expenses of such proceedings, including reasonable attorney's fees. It is specifically understood that, even though the Company has the obligation to collect Assessments, the obligation of Owners to pay Assessments is for the benefit of all Owners and may be enforced by any Owner. Any Owner shall be entitled to purchase the Parcel at the foreclosure sale and to acquire, hold, lease, mortgage or convey the same. An Owner shall also be entitled to collect any delinquent Assessments by any other action allowed at law or in equity for the collection of debt, subject to the nonrecourse provisions included in Section 6.01.

Section 6.07. Certificates. Upon request, the Company, or the designee of the Company, shall furnish to any Owner a certificate in writing setting forth such matters with respect to compliance with this Declaration, including whether any Assessment has been paid, and such certificate shall be conclusive evidence of the matters therein.

Section 6.08. Priority of Liens. The lien for the Assessments provided for herein shall be superior to the lien of any mortgage, deed of trust or deed to secure debt now or hereafter placed upon a Parcel. The recording of this Declaration constitutes record notice and perfection of the Assessment lien. No further recordation of any claim or Assessment is required; however, a claim may be recorded at the Company's or other damaged Owner's option.

ARTICLE SEVEN TRANSFER OF COMMON FACILITIES

Section 7.01. Transfer to Governmental Entities or Public Utility Company. Company may dedicate, sell, convey or transfer to any governmental entity or public utility company all or any portions of the Roads and the Utility Easement Areas, free and clear of this Declaration, provided that (a) in conjunction

with such transfer, the governmental or public utility entity shall have assumed all maintenance and repair obligations for the Common Facilities so transferred and (b) the transfer shall not adversely affect any utility service or unrestricted access to any portion of the Property. Upon completion of such transfer, all rights, privileges and easements reserved or granted in this Declaration with respect to the Roads or the Utility Easement Areas so transferred, and the provisions of this Declaration relating thereto, shall be void and of no further force and effect.

ARTICLE EIGHT AMENDMENT OF COVENANTS

Section 8.01. Amendment. This Declaration may be amended at any time, and from time to time, by the agreement of all of the Owners, such agreement to be evidenced by the execution by each Owner of a supplement to this Declaration filed for record in the Office of the Judge of Probate of Shelby County, Alabama, setting forth the terms and provisions of the amendment.

ARTICLE NINE DURATION OF COVENANTS

Section 9.01. Duration. The covenants, conditions, limitations, restrictions, reservations, easements, liens, charges, rights and privileges set forth in this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Company or the Owners as provided in this Declaration, for a period of seventy-two (72) years from the date on which this Declaration is filed for record in the Office of the Judge of Probate of Shelby County, Alabama. Upon the expiration of such period, this Declaration shall be automatically extended for successive periods of five (5) years unless, within the last year of the original or any extended period, all Owners execute and file for record with the Judge of Probate of Shelby County, Alabama, a document evidencing their intent to terminate this Declaration.

ARTICLE TEN ENFORCEMENT OF COVENANTS

Section 10.01. Enforcement Rights. In the event any covenant, condition, limitation, restriction, reservation, easement, lien, charge, right or privilege set forth in this Declaration is violated by any person, either Company or any Owner may execute and deliver to the person violating the same a notice specifying the violation and the action required to cure the violation, and if the violation is not cured within ten (10) days after the giving of such notice, as to a failure to pay any Assessments or other amounts due hereunder, or if the violation is

not cured, or significant action to cure has not been undertaken and be continuing in good faith, within thirty (30) days after the giving of such notice as to all other violations, or, having promptly commenced to cure, the same shall fail thereafter to prosecute the curing thereof in good faith and with all due diligence to completion within 90 days after said notice, then Company may, without further notice to such person, enforce the terms and provisions of this Declaration. In the event the Company fails to enforce the rights under this paragraph against any defaulting Owner within 60 days after written demand from a non-defaulting Owner, such non-defaulting Owner shall have the rights granted to the Company in this paragraph.

Section 10.02. Covenants Respecting Assessments. If the violation relates to the non-payment of Assessments, then either Company or any Owner may do any one or more of the following:

(a) Subject to Section 6.01, file suit against an Owner to recover the unpaid Assessment, together with interest thereon and all costs of collection.

(b) Proceed against a Parcel to enforce the lien created by this Declaration.

Section 10.03. Other Covenants. If the violation relates to any matter other than the non-payment of Assessment, then either Company or any Owner may do any one or more of the following:

(a) Exercise any right or remedy provided under any other Article of this Declaration.

(b) File suit at law or in equity either to restrain the violation, or to recover damages, or both.

(c) Cure the violation by paying or causing to be paid, when due and payable, any item which may be paid to cure a violation, or do or cause to be done such acts or things as may be required, necessary or desirable to cure the violation, in which case the sums paid, and the entire cost and expense of such acts or things, shall be reimbursed to the person making payment or incurring the cost and expense, together with interest thereon at the legal rate chargeable on judgments under Alabama law and all costs of collection, including reasonable attorneys fees.

Section 10.04. Failure to Enforce. The failure of Company or any Owner to enforce any provision of this Declaration as above provided shall in no event be deemed a waiver of the right to do so thereafter.

Section 10.05. Rights Cumulative. All of the enforcement rights and remedies set forth above are cumulative and

in addition to any right or remedy provided for by statute, or now or hereafter existing at law or in equity. Company or all Owners may exercise each and every such right and remedy concurrently or separately.

ARTICLE ELEVEN MISCELLANEOUS

Section 11.01. Notices. Any notice, demand, request, consent, approval or communication under this Declaration shall be in writing and shall be deemed to have been given (a) if mailed by first class registered or certified mail, postage prepaid, upon actual receipt or refusal to accept, or (b) if deposited for overnight delivery with a nationally recognized courier service, upon actual receipt or refusal to accept, or (c) if delivered by hand or in the form of a facsimile transmission, when received, in each case addressed or directed at the address provided by an Owner to the Company, and to the Company at the Company's address shown below.

Section 11.02. Headings. The use of headings, captions and numbers in this Declaration is solely for the convenience of identifying and indexing the various provisions in this Declaration and shall in no event be considered otherwise in construing or interpreting any provision in this Declaration.

Section 11.03. Exhibits. Each and every exhibit referred to or otherwise mentioned in this Declaration is attached to this Declaration and is and shall be construed to be made a part of this Declaration by such reference or other mention at such point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

Section 11.04. Defined Terms. Capitalized terms used in this Declaration shall have the meaning ascribed to them at the point where first defined, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used.

Section 11.05. Pronouns. Wherever appropriate in this Declaration, personal pronouns shall be deemed to include the other genders and the singular to include the plural.

Section 11.06. Binding Effect. All provisions contained in this Declaration shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and assigns of the Owners and Company to the same extent as if each such successor and assign were named as a party hereto.

Section 11.07. Severability. If any term, covenant, condition or provision of this Declaration, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this Declaration or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

Section 11.08. Applicable Law. This Declaration shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Alabama.

Section 11.09. Successor Company. The Company may convey the Common Facilities in whole, but not in part, to another party, either in fee, or by ground lease, which party by acceptance of the fee ownership or a ground lessee's interest shall assume all of the obligations of Company under this Declaration.

Section 11.10. Settlement of Disputes. In the event that the Owners shall have any dispute hereunder, or in the event that an Owner shall disagree with a decision made by another Owner or the Company, such disputes shall be submitted for arbitration in accordance with the procedures established by the American Arbitration Association.

Section 11.11. Replacement of Company. In the event that the Initial Owner or other Owners whose collective Pro-Rata Portions equal at least 45% determine that the Company is not performing its duties in accordance with this Declaration, the Initial Owner or other Owners, as the case may be, shall have the right to replace the Company as the manager of the Common Facilities but only if Company does not cure its failure within thirty (30) days after written receipt of written notice from the Owners outlining the specific default by the Company, or, having promptly commenced to cure, the Company shall fail thereafter to prosecute the curing thereof in good faith and with all due diligence to completion within 90 days after said notice.

IN WITNESS WHEREOF, the Company has executed and sealed
this Declaration the day and year first above set forth.

COMPANY'S ADDRESS:

P. O. Box 11007
Birmingham, AL 35288
Attention: Properties Department

AmSouth Riverchase, Inc.,
an Alabama corporation
By *M. W. Edwards, Jr.*
Its President

STATE OF New York,
New York COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that M. List Underwood, Jr., whose name as President, of AmSouth Riverchase, Inc., an Alabama corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Alabama corporation.

Given under my hand and official seal this 26th day of May, 1994.

Lorraine Michel
Notary Public

My commission expires: 2-28-96

AFFIX SEAL

LORRAINE MICHELS
Notary Public, State of New York
No.
Qualified in Suffolk County
Commission Expires 2-28-96

List of Exhibits

Exhibit A	.	Legal Description of Property
Exhibit B	.	East Parking Lot
Exhibit C	.	Initial Infrastructure
Exhibit D	.	Lakes
Exhibit E	.	North Building Parcel
Exhibit F	.	Parking Deck Parcel
Exhibit G	.	Pedestrian Bridge Parcel
Exhibit H	.	Primary Common Facilities
Exhibit I	.	Restricted Build Zone
Exhibit J	.	South Building Parcel
Exhibit K	.	Training Center Parcel
Exhibit L	.	Training Center Parking Lot
Exhibit M	.	West Parking Lot

Exhibit A

LEGAL DESCRIPTION

A tract of land located in the Southeast 1/4 of Section 19, Township 19 South, Range 2 West, the Southwest 1/4 of Section 20, Township 19 South, Range 2 West and the Northeast 1/4 of Section 30, Township 19 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 19, Township 19 South, Range 2 West and run in a Northerly direction along the East line of said 1/4-1/4 section a distance of 327.70 feet to the POINT OF BEGINNING; thence 80°16'28" to the right in a Northeasterly direction a distance of 324.12 feet to a point on the Westerly right-of-way line of Interstate Highway I-65, said point also lying on a curve to the right, said curve having a radius of 3494.72 feet and a central angle of 11°54'02"; thence 104°11'33" to the right (angle measured to tangent of said curve) in a Southwesterly direction along said curve to the right and along the Westerly right-of-way line of Interstate Highway I-65 a distance of 725.87 feet to a point; thence 22°08'16" to the left (angle measured to tangent) in a Southeasterly direction along the Westerly right-of-way line of Interstate I-65 a distance of 223.12 feet to a point; thence 22°23'34" to the right in a Southwesterly direction along the Westerly right-of-way line of Interstate I-65 a distance of 1144.34 feet to a point; thence 45°14'24" to the right in a Southwesterly direction along the Westerly right-of-way line of Interstate I-65 a distance of 575.50 feet to a point; thence 31°02'49" to the left in a Southwesterly direction along the Westerly right-of-way line of Interstate I-65 a distance of 958.38 feet to a point; thence 25°42'14" to the left in a Southwesterly direction along the Westerly right-of-way line of Interstate I-65, a distance of 304.52 feet to a point; thence 89°54'58" to the right in a Northwesterly direction a distance of 683.58 feet to a point on the Easterly right-of-way line of Riverchase Parkway East; thence 87°15'43" to the right in a Northeasterly direction along the Easterly right-of-way line of Riverchase Parkway East a distance of 14.60 feet to the P.C. (point of curve) of a curve to the right having a radius of 478.88 feet and a central angle of 32°54'49"; thence run in a Northeasterly direction along said curve to the right and along the Easterly right-of-way line of Riverchase Parkway East a distance of 275.09 feet to the P.T. (point of tangent) to said curve; thence run in the tangent to said curve in a Northeasterly direction and along the Easterly right-of-way line of Riverchase Parkway East a distance of 179.77 feet to a P.C. (point of curve) of a curve to the left, said curve having a radius of 1083.71 feet and a central angle of 8°50'; thence run in the arc of said curve to the left in a Northeasterly direction and along the

Easterly right-of-way line of Riverchase Parkway East a distance of 167.08 feet to the P.T. (point of tangent) of said curve; thence run in the tangent to said curve in a Northeasterly direction and along the East right-of-way line of Riverchase Parkway East a distance of 165.57 feet to a P.C. (point of curve) of a curve to the right, said curve having a radius of 467.30 feet and a central angle of 17°38'42"; thence run in the arc of said curve to the right in a Northeasterly direction and along the Easterly right-of-way line of Riverchase Parkway East a distance of 143.91 feet to the P.T. (point of tangent) to said curve; thence run in the tangent to said curve in a Northeasterly direction and along the Easterly right-of-way line of Riverchase Parkway East, a distance of 162.46 feet to the P.C. (point of curve) of a curve to the left having a radius of 423.97 feet and a central angle of 107°56'31"; thence run in the arc of said curve to the left in a Northeasterly, Northerly, and Northwesterly direction along the Easterly right-of-way line of Riverchase Parkway East a distance of 798.73 feet to the P.T. (point of tangent) of said curve; thence run in a Northwesterly direction in the tangent to said curve and along the Easterly right-of-way line of Riverchase Parkway East, a distance of 109.92 feet to a P.C. (point of curve) of a curve to the right, said curve having a radius of 561.10 feet and a central angle of 26°39'10"; thence run in the arc of said curve in a Northwesterly direction and along the Easterly right-of-way line of Riverchase Parkway East a distance of 261.01 feet to the P.T. (point of tangent) of said curve; thence run in a Northwesterly direction along the Easterly right-of-way line of Riverchase Parkway East and in the tangent to said curve a distance of 185.89 feet to a P.C. (point of curve) of a curve to the left, said curve having a radius of 923.48 feet and a central angle of 15°57'40"; thence run in the arc of said curve to the left in a Northwesterly direction along the Easterly right-of-way line of Riverchase Parkway East a distance of 257.26 feet to the P.T. (point of tangent) to said curve; thence run in a Northwesterly direction along the Easterly right-of-way line of Riverchase Parkway East and in the tangent to said curve a distance of 97.74 feet to a P.C. (point of curve) of a curve to the right, said curve having a radius of 25.00 feet and a central angle of 90°00'; thence run in the arc of said curve to the right in a Northwesterly and Northeasterly direction a distance of 39.27 feet to a P.T. (point of tangent) of said curve, said point also being on the Southeasterly right-of-way line of Parkway Office Circle; thence in the tangent to said curve in a Northeasterly direction along the Southeasterly right-of-way line of Parkway Office Circle a distance of 63.01 feet to the P.C. (point of curve) of a curve to the right, said curve having a radius of 290.00 feet and a central angle of 48°30'; thence run in the arc of said curve in a Northeasterly direction along the Southeasterly right-of-way line of Parkway Office Circle a distance of 245.48 feet to the P.T. (point of tangent) of said curve; thence 90°00' to the left (angle measured to tangent) in a Northwesterly direction a distance of 60.00 feet to a point on the Northerly right-of-way

line of Parkway Office Circle; thence 12°36'32" to the left in a Northwesterly direction a distance of 361.59 feet to a point; thence 88°31'56" to the right in a Northeasterly direction a distance of 260.14 feet to a point; thence 2°59'26" to the left in a Northeasterly direction a distance of 130.24 feet to a point; thence 4°28'20" to the right in a Northeasterly direction a distance of 356.84 feet to a point; thence 100°21'08" to the right in a Southeasterly direction a distance of 15.21 feet to a point; thence 92°48'10" to the left in a Northeasterly direction a distance of 303.42 feet to a point; thence 30°33'55" to the left in a Northeasterly direction a distance of 262.40 feet to a point on the Southwesterly right-of-way line of Parkway Office Circle; thence 12°52'55" to the right in a Northeasterly direction a distance of 60.00 feet to a point on the Northeasterly right-of-way line of said Circle, said point being on a curve to the left having a radius of 400.00 feet and a central angle of 3°51'42"; thence 90°00' to the right (angle measured to tangent) in a Southeasterly direction along the Northeasterly right-of-way line of said Circle and along the arc of said curve a distance of 26.96 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Southeasterly direction along the Northeasterly right-of-way line of said Circle a distance of 77.80 feet to a point; thence 68°24'04" to the left in a Northeasterly direction a distance of 632.53 feet to the POINT OF BEGINNING.

Containing 98.8073 acres.

The above described tract is now known as Lots 1 and 2, according to the Survey of AmSouth Riverchase, as recorded in Map Book 18, page 83, in the Office of the Judge of Probate of Shelby County, Alabama.

EXHIBIT B
TO
DECLARATION

EAST PARKING LOT
ACCESS AND USE EASEMENT

A parcel of land situated in the Southeast 1/4 of Section 19, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of Section 19, Township 19 South, Range 2 West and run in a Southerly direction along the East line of said 1/4-1/4 section a distance of 197.87 feet to a point; thence 90°00' to the right in a Westerly direction a distance of 25.42 feet to the POINT OF BEGINNING; thence 16°28'09" to the left in a Southwesterly direction a distance of 719.50 feet to a point; thence 90°00' to the left in a Southeasterly direction a distance of 8.00 feet to a point; thence 90°00' to the right in a Southwesterly direction a distance of 148.00 feet to a point; thence 90°00' to the right in a Northwesterly direction and along the East line of the North Building Access Road Easement a distance of 341.00 feet to a point; thence 90°00' to the right in a Northeasterly direction a distance of 493.67 feet to a point; thence 90°00' to the right in a Southeasterly direction a distance of 86.83 feet to a point; thence 90°00' to the left in a Northeasterly direction a distance of 216.00 feet to a point; thence 90°00' to the right in a Southeasterly direction a distance of 90.17 feet to a point; thence 90°00' to the left in a Northeasterly direction a distance 157.83 feet to a point; thence 90°00' to the right in a Southeasterly direction a distance of 156.00 feet to the POINT OF BEGINNING. This parcel has access to Relocated Parkway Office Circle by way of the North Building Access Road Easement.

Containing 243,369.48 square feet or 5.5870 acres.

EXHIBIT C
TO
DECLARATION

The Initial Infrastructure shall mean the construction of the Primary Common Facilities, together with such Utility Easements as are necessary to provide sufficient utilities, including electrical, sewer, and water, for the operation of improvements located on the Initial Parcels.

EXHIBIT D
TO
DECLARATION

SMALL POND AREA ACCESS AND USE EASEMENT

A parcel of land situated in the Southeast 1/4 of the Southeast 1/4 of Section 19, Township 19 South, Range 2 West, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 19, Township 19 South, Range 2 West and turn an angle of 137°37'30" to the left from the East line of said 1/4-1/4 section and run in a Southwesterly direction a distance of 1223.52 feet to a point; thence 48°09'21" to the right in a Westerly direction a distance of 108.09 feet to the POINT OF BEGINNING; thence continue along last described course a distance of 139.81 feet to a point; thence 90°00' to the left in a Southerly direction a distance of 19.75 feet to a point; thence 90°00' to the right in a Westerly direction a distance of 163.17 feet to a point; thence 90°00' to the right in a Northerly direction a distance of 145.01 feet to a point; thence 78°00' to the right in a Northeasterly direction a distance of 289.81 feet to a point; thence 96°00' to the right in a Southeasterly direction a distance of 186.54 feet to the POINT OF BEGINNING.

LAKE AREA ACCESS AND USE EASEMENT

A parcel of land situated in the Southeast 1/4 of the Southeast 1/4 of Section 19, Township 19 South, Range 2 West and the Northeast 1/4 of the Northeast 1/4 of Section 30, Township 19 South, Range 2 West, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 19, Township 19 South, Range 2 West and turn an angle of 138°22'53" from the East line of said 1/4-1/4 section and run in a Southwesterly direction a distance of 811.07 feet to a point; thence 34°16'51" to the right in a Southwesterly direction a distance of 59.41 feet to a point; thence 87°22'07" to the left in a Southeasterly direction a distance of 14.27 feet to the POINT OF BEGINNING; thence 78°00' to the left in an Easterly direction 494.12 feet to a point on a curve to the left having a radius of 302.50 feet and a central angle of 41°43'25"; thence 127°44'17" (angle measured to tangent) to the right and in a Southwesterly and Southeasterly direction along the arc of said curve a distance of 220.29 feet to the P.T. (point of tangent) of said curve; thence in a Southeasterly direction in the tangent to said curve a distance of 283.24 feet to the P.C. (point of curve)

of a curve to the left having a radius of 232.50 feet and a central angle of $77^{\circ}46'53''$; thence in a Southeasterly and Southwesterly direction along the arc of said curve a distance of 315.63 feet to the P.T. (point of tangent) of said curve; thence in a Southwesterly direction in the tangent to said curve a distance of 68.26 feet to the P.C. (point of curve) of a curve to the right having a radius of 232.50 feet and a central angle of $13^{\circ}33'22''$; thence in a Southwesterly direction along the arc of said curve a distance of 55.01 feet to the P.T. (point of tangent) of said curve; thence in a Southwesterly direction in the tangent to said curve a distance of 76.77 feet to a point; thence $45^{\circ}00'$ to the right in a Northwesterly direction a distance of 38.71 feet to a point on a curve to the left having a radius of 287.50 feet and a central angle of $72^{\circ}14'46''$; thence $31^{\circ}13'05''$ (angle measured to tangent) to the right in a Northwesterly direction along the arc of said curve a distance of 362.52 feet to a point on said curve; thence $88^{\circ}40'35''$ to the right (angle measured to tangent) and in a Northerly direction a distance of 40.58 feet to a point; thence $20^{\circ}00'$ to the left in a Northwesterly direction a distance of 60.66 feet to a point; thence $20^{\circ}00'$ to the right in a Northerly direction a distance of 29.76 feet to a point; thence $90^{\circ}00'$ to the right in an Easterly direction a distance of 108.82 feet to a point; thence $90^{\circ}00'$ to the left in a Northerly direction a distance of 103.25 feet to a point; thence $90^{\circ}00'$ to the right in an Easterly direction a distance of 18.25 feet to a point; thence $90^{\circ}00'$ to the left in a Northerly direction a distance of 25.75 feet to a point; thence $90^{\circ}00'$ to the left in a Westerly direction a distance of 125.10 feet to a point; thence $84^{\circ}00'$ to the right in a Northwesterly direction a distance of 209.14 feet to a point; thence $84^{\circ}00'$ to the right in a Northeasterly direction a distance of 234.68 feet to a point; thence $90^{\circ}00'$ to the left in a Northwesterly direction a distance of 9.75 feet to a point; thence $90^{\circ}00'$ to the right in a Northeasterly direction a distance of 23.50 feet to the POINT OF BEGINNING.

EXHIBIT E
TO
DECLARATION

NORTH BUILDING PARCEL

A parcel of land situated in the Southeast 1/4 of the Southeast 1/4 of Section 19, Township 19 South, Range 2 West, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 19, Township 19 South, Range 2 West and turn an angle of 138°22'53" to the left from the East line of said 1/4 - 1/4 section and run in a Southwesterly direction a distance of 811.07 feet to the POINT OF BEGINNING; thence 34°16'51" to the right in a Southwesterly direction a distance of 59.41 feet to a point; thence 87°22'07" to the left in a Southeasterly direction a distance of 14.27 feet to a point; thence 90°00' to the right in a Southwesterly direction a distance of 23.50 feet to a point; thence 90°00' to the left in a Southeasterly direction a distance of 9.75 feet to a point; thence 90°00' to the right in a Southwesterly direction a distance of 269.00 feet to a point; thence 90°00' to the left in a Southeasterly direction a distance of 13.17 feet to a point; thence 90°00' to the right in a Southwesterly direction a distance of 54.17 feet to a point; thence 90°00' to the right in a Northwesterly direction a distance of 13.17 feet to a point; thence 90°00' to the left in a Southwesterly direction a distance of 159.42 feet to a point; thence 90°00' to the right in a Northwesterly direction a distance of 17.75 feet to a point; thence 90°00' to the right in a Northeasterly direction a distance of 2.00 feet to a point; thence 90°00' to the left in a Northwesterly direction a distance of 59.75 feet to a point; thence 90°00' to the right in a Northeasterly direction a distance of 9.75 feet to a point; thence 90°00' to the left in a Northwesterly direction a distance of 25.75 feet to a point; thence 90°00' to the right in a Northeasterly direction a distance of 6.50 feet to a point; thence 90°00' to the left in a Northwesterly direction a distance of 25.75 feet to a point; thence 90°00' to the right in a Northeasterly direction a distance of 269.50 feet to a point; thence 90°00' to the left in a Northwesterly direction a distance of 8.92 feet to a point; thence 90°00' to the right in a Northeasterly direction a distance of 67.53 feet to a point; thence 90°00' to the right in a Southeasterly direction a distance of 8.92 feet to a point; thence 90°00' to the left in a Northeasterly direction a distance of 69.47 feet to a point; thence 90°59'36" to the left in a Northwesterly direction a distance of 9.42 feet to a point; thence 88°46'53" to the right in a Northeasterly direction a distance of 125.30 feet to a point; thence 89°34'51" to the right

of 5.52 feet to a point; thence 87°22'05" to the right in a Southeasterly direction a distance of 103.48 feet to the POINT OF BEGINNING.

Containing 72,638.37 square feet or 1.67 acres.

EXHIBIT F
TO
DECLARATION

PARKING DECK PARCEL

A parcel of land situated in the South 1/2 of the Southeast 1/4 of Section 19, Township 19 South, Range 2 West, and the Northwest 1/4 of the Northeast 1/4 of Section 30, Township 19 South, Range 2 West, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 19, Township 19 South, Range 2 West and turn an angle of 137°24'35" to the left from the East line of said 1/4 - 1/4 section and run in a Southwesterly direction a distance of 1664.71 feet to the POINT OF BEGINNING; thence 40°56'17" to the right in a Southeasterly direction a distance of 62.71 feet to a point; thence 90°00' to the right in a Northwesterly direction a distance of 0.50 feet to a point; thence 90°00' to the left in a Southwesterly direction a distance of 305.88 feet to a point; thence 90°00' to the right in a Northwesterly direction a distance of 130.87 feet to a point; thence 90°00' to the left in a Southwesterly direction a distance of 0.50 feet to a point; thence 90°00' to the right in a Northwesterly direction a distance of 72.71 feet to a point; thence 90°00' to the right in a Northeasterly direction a distance of 369.08 feet to a point; thence 90°00' to the right in a Southeasterly direction a distance of 204.08 feet to the POINT OF BEGINNING.

Containing 75,103.90 square feet or 1.72 acres.

EXHIBIT G
TO
DECLARATION

PEDESTRIAN BRIDGE PARCEL

A parcel of land situated in the Southeast 1/4 of the Southeast 1/4 of Section 19, Township 19 South, Range 2 West, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 19, Township 19 South, Range 2 West and turn an angle of 137°37'30" to the left from the East line of said 1/4 - 1/4 section and run in a Southwesterly direction a distance of 1223.52 feet to the POINT OF BEGINNING; thence 48°09'08" to the right in a Westerly direction a distance of 108.09 feet to a point; thence 84°00' to the right in a Northwesterly direction a distance of 178.09 feet to a point; thence 86°19'47" to the right in a Northeasterly direction a distance of 20.51 feet to a point; thence 87°40'14" to the right in a Southeasterly direction a distance of 3.93 feet to a point; thence 90°00' to the left in a Northeasterly direction a distance of 54.17 feet to a point; thence 90°00' to the left in a Northwesterly direction a distance of 1.72 feet to a point; thence 92°19'45" to the right in a Northeasterly direction a distance of 33.00 feet to a point; thence 93°40'13" to the right in a Southeasterly direction a distance of 196.28 feet to the POINT OF BEGINNING.

Containing 19,969.02 square feet or 0.46 acre.

EXHIBIT H
TO
DECLARATION

PARKING DECK ROAD ACCESS AND USE EASEMENT

A parcel of land situated in the South 1/2 of the Southeast 1/4 of Section 19, Township 19 South, Range 2 West, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 19, Township 19 South, Range 2 West, and turn an angle of 137°24'35" to the left from the East line of said 1/4-1/4 section and run in a Southwesterly direction a distance of 1664.63 feet to a point; thence 130°56'26" to the right in a Northwesterly direction a distance of 159.19 feet to the POINT OF BEGINNING; thence continue along last described course a distance of 44.90 feet to a point; thence 90°00' to the left in a Southwesterly direction a distance of 365.91 feet to a point; thence 90°00' to the right in a Northwesterly direction a distance of 8.10 feet to a point on a curve to the left having a radius of 82.50 feet and a central angle of 37°19'05"; thence 90°00' to the left (angle measured to tangent) and along the arc of said curve in a Southwesterly direction a distance of 53.73 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southwesterly direction a distance of 135.66 feet to a point; thence 45°00' to the left in a Southeasterly direction a distance of 22.80 feet to a point on a curve to the right having a radius of 561.10 feet and a central angle of 5°23'49", said curve being the Northeasterly right-of-way line of Riverchase Parkway East; thence 136°06'59" to the right (angle measured to tangent) and along the arc of said curve and along said right-of-way in a Northwesterly direction a distance of 52.85 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve and along said right-of-way line in a Northwesterly direction a distance of 9.94 feet to a point; thence 128°29'13" to the right in a Southeasterly direction a distance of 16.23 feet to a point; thence 45°00' to the left in a Northeasterly direction a distance 135.66 feet to the P.C. (point of curve) of a curve to the right having a radius of 117.50 feet and a central angle of 37°19'05"; thence along the arc of said curve in a Northeasterly direction a distance of 76.53 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Northeasterly direction a distance of 352.34 feet to a point; thence 21°48'05" to the left in a Northeasterly direction a distance of 33.02 feet to a point; thence 28°08'53" to the right in an Easterly direction a distance of 33.92 feet to a point; thence 90°00' to the right in a Southerly direction a distance of 96.85 feet to a point; thence 83°00' to the right in a Southwesterly direction a distance of 38.96 feet to the POINT OF BEGINNING.

a Southwesterly direction a distance of 38.96 feet to the POINT OF BEGINNING.

AMSOUTH PARKWAY ACCESS AND USE EASEMENT

An easement for ingress and egress situated in the Southeast 1/4 of Section 19, Township 19 South, Range 2 West, the Southwest 1/4 of Section 20, Township 19 South, Range 2 West, and the Northeast 1/4 of the Northeast 1/4 of Section 30, Township 19 South, Range 2 West, Shelby County, Alabama, being 35.00 feet in width and lying 1750 feet on either side of the following described centerline:

Commence at the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 19, Township 19 South, Range 2 West and run in a Northerly direction along the East line of said 1/4-1/4 section a distance of 327.70 feet to a point; thence 99°43'32" to the left in a Southwesterly direction a distance of 677.08 feet to a point on the Southeasterly right-of-way line of the Proposed Relocated Parkway Office Circle, said point being on a curve to the right having a radius of 280.00 feet and a central angle of 24°50'20"; thence 74°48'58" to the left (angle measured to tangent) in a Southwesterly direction along the Southeasterly right-of-way line of said Circle and along the arc of said curve a distance of 121.39 feet to the POINT OF BEGINNING of said centerline, said point being on a curve to the left having a radius of 250.00 feet and a central angle of 24°41'10"; thence 105°51'33" to the left (angle measured tangent to tangent) in a Southeasterly and Northeasterly direction along the arc of said curve a distance of 107.71 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Northeasterly direction a distance 398.50 feet to the P.C. (point of curve) of a curve to the right having a radius of 285.00 feet and a central angle of 106°39'15"; thence in a Northeasterly, Southeasterly and Southwesterly direction along the arc of said curve a distance of 530.52 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Southwesterly direction a distance of 254.94 feet to the P.C. (point of curve) of a curve to the right having a radius of 250.00 feet and a central angle of 46°00'26"; thence in a Southwesterly direction along the arc of said curve a distance of 200.74 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Southwesterly direction a distance of 50.44 feet to the P.C. (point of curve) of a curve to the left having a radius of 285.00 feet and a central angle of 55°52'; thence in a Southwesterly and Southeasterly direction along the arc of said curve a distance of 277.89 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Southeasterly direction a distance of 283.24 feet to the P.C. (point of curve) of a curve to the right having a radius of 250.00 feet and a central angle of 77°46'53"; thence in a Southwesterly direction along the arc of said curve a distance of

339.39 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Southwesterly direction a distance of 68.26 feet to the P.C. (point of curve) of a curve to the right having a radius of 250.00 feet and a central angle of 13°33'22"; thence in a Southwesterly direction along the arc of said curve a distance of 59.15 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Southwesterly direction a distance of 76.77 feet to the POINT OF ENDING of said centerline, said point being on the East line of the South Building Access Road Easement which gives this parcel access to Riverchase Parkway East.

NORTH BUILDING SERVICE ROAD ACCESS AND USE EASEMENT

A parcel of land situated in the Southeast 1/4 of the Southeast 1/4 of Section 19, Township 19 South, Range 2 West and in the Southwest 1/4 of the Southwest 1/4 of Section 20, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of Section 19, Township 19 South, Range 2 West and run in a Southerly direction along the East line of said 1/4-1/4 section a distance of 197.87 feet to a point; thence 90°00' to the right in a Westerly direction a distance 25.42 feet to a point; thence 16°28'09" to the left in a Southwesterly direction a distance of 719.50 feet to a point; thence 90°00' to the left in a Southeasterly direction a distance of 8.00 feet to a point; thence 4°25'47" to the right in a Southeasterly direction a distance of 96.20 feet to the POINT OF BEGINNING; thence 89°35'36" to the left in a Northeasterly direction a distance of 71.19 feet to the P.C. (point of curve) of a curve to the left having a radius of 157.50 feet and a central angle of 5°15'07"; thence in a Northeasterly direction along the arc of said curve a distance of 14.44 feet to the P.T. (point of tangent) of said curve; thence in a Northeasterly direction in the tangent to said curve a distance of 394.65 feet to the P.C. (point of curve) of a curve to the right having a radius of 317.50 feet and a central angle of 19°12'17"; thence in a Northeasterly and Southeasterly direction along the arc of said curve a distance of 106.42 feet to the P.T. (point of tangent) of said curve; thence in a Southeasterly direction in the tangent to said curve a distance of 195.88 feet to a point; thence 45°00' to the left in a Northeasterly direction a distance of 26.24 feet to a point on the West line of the AmSouth Parkway Access and Use Easement; thence 139°05'10" to the right in a Southwesterly direction along the West line of said Easement a distance of 50.47 feet to the P.C. (point of curve) of a curve to the right having a radius of 232.50 feet and a central angle of 4°04'04"; thence in a Southwesterly direction along the West line of said Easement and along the arc of said curve a distance of 16.51 feet to a point

on said curve; thence 126°50'46" (angle measured to tangent) to the right in a Northwesterly direction a distance of 18.66 feet to a point; thence 45°00' to the left in a Northwesterly direction a distance of 195.88 feet to the P.C. (point of curve) of a curve to the left having a radius of 282.50 feet and a central angle of 19°12'17"; thence in a Northwesterly and Southwesterly direction along the arc of said curve a distance of 94.69 feet to the P.T. (point of tangent) of said curve; thence in a Southwesterly direction in the tangent to said curve a distance of 361.90 feet to a point; thence 90°09'10" to the right in a Northwesterly direction a distance of 2.56 feet to a point; thence 87°22'05" to the left in a Southwesterly direction a distance of 5.52 feet to a point; thence 90°00' to the right in a Northwesterly direction a distance of 13.73 feet to a point; thence 89°34'51" to the left in a Southwesterly direction a distance of 115.03 feet to a point; thence 91°38'30" to the right in a Northwesterly direction a distance of 19.28 feet to the POINT OF BEGINNING. This parcel has access to Relocated Parkway Office Circle by way of AmSouth Parkway and South Building Access Road Easements.

Contains 26,044.62 square feet or 0.598 acre.

ENTRANCE PLAZA OF SOUTH BUILDING ACCESS AND USE EASEMENT

A parcel of land situated in the Southeast 1/4 of the Southeast 1/4 of Section 19, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 19, Township 19 South, Range 2 West and turn an angle of 145°11'03" to the left from the East line of said 1/4-1/4 section and run in a Southwesterly direction a distance of 1259.28 feet to a point; thence 55°42'54" to the right in a Westerly direction a distance of 1259.28 feet to a point; thence 55°42'54" to the right in a Westerly direction a distance of 108.82 feet to the POINT OF BEGINNING; thence **continue** along last said direction a distance of 118.64 feet to a point; thence 90°00' to the left in a Southerly direction a distance of 29.76 feet to a point; thence 20°00' to the right in a Southwesterly direction a distance of 60.66 feet to a point; thence 20°00' to the left in a Southerly direction a distance of 40.50 feet to a point on the North line of the South Building Access Road Access and Use Easement; thence 90°00' to the left in an Easterly direction along the North line of said easement a distance of 153.49 feet to a point on a curve to the right having a radius of 287.50 feet and a central angle of 1°19'25"; thence along the arc of said curve in an Easterly and Southeasterly direction along the North line of said easement a distance of 6.664 feet to a point; thence 91°19'25" to the left (angle measured to tangent) in a Northerly direction a distance of 40.58 feet to a point; thence 20°00' to the left in a Northwesterly

direction a distance of 60.66 feet to a point; thence 20°00' to the right in a Northerly direction a distance of 29.76 feet to the POINT OF BEGINNING. This parcel has access to Riverchase Parkway East by way of the South Building Access Road Access and Use Easement.

Containing 17,961.70 square feet or 0.41 acre.

NORTHWEST LANDSCAPE AREA ACCESS AND USE EASEMENT

A parcel of land situated in the Southeast 1/4 of Section 19, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of Section 19, Township 19 South, Range 2 West and run in a Southerly direction along the East line of said 1/4-1/4 section a distance of 197.87 feet to a point; thence 90°00' to the right in a Westerly direction a distance of 25.42 feet to a point; thence 16°28'09" to the left in a Southwesterly direction a distance of 719.50 feet to a point; thence 90°00' to the left in a Southeasterly direction a distance of 8.00 feet to a point; thence 90°00' to the right in a Southwesterly direction a distance of 204.69 feet to a point; thence 79°00' to the left in a Southeasterly direction of a distance of 108.04 feet to a point; thence 84°00' to the right in a Southwesterly direction a distance of 65.80 feet to the POINT OF BEGINNING; thence continue in a Southwesterly direction along the last stated course a distance of 134.45 feet to a point; thence 90°00' to the right in a Northwesterly direction a distance of 118.39 feet to a point; thence 95°00' to the right in a Northeasterly direction a distance of 123.61 feet to a point; thence 79°00' to the right in a Southeasterly direction a distance of 108.21 feet to the POINT OF BEGINNING.

NORTH BUILDING ACCESS ROAD ACCESS AND USE EASEMENT

A parcel of land situated in the Southeast 1/4 of Section 19, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of Section 19, Township 19 South, Range 2 West and run in a Southerly direction along the East line of said 1/4-1/4 section a distance of 197.87 feet to a point; thence 90°00' to the right in a Westerly direction a distance of 25.42 feet to a point; thence 16°28'09" to the left in a Southwesterly direction a distance of 719.50 feet to a point; thence 90°00' to the left in a Southeasterly direction a distance of 8.00 feet to a point;

thence 90°00' to the right in a Southwesterly direction a distance of 148.00 feet to the POINT OF BEGINNING; thence continue in a Southwesterly direction along the last stated course a distance of 56.69 feet to a point; thence 79°00' to the left in a Southeasterly direction a distance of 108.04 feet to a point; thence 84°00' to the right in a Southwesterly direction a distance of 65.80 feet to a point; thence 84°00' to the right in a Northwesterly direction a distance of 108.21 feet to a point; thence 79°00' to the left in a Southwesterly direction a distance of 54.66 feet to a point; thence 90°00' to the right in a Northwesterly direction a distance of 318.50 feet to a point; thence 90°00' to the right in a Northeasterly direction a distance of 16.20 feet to the P.C. (point of curve) of a curve to the left having a radius of 14.50 feet and a central angle of 95°00'; thence in a Northeasterly and Northwesterly direction along the arc of said curve a distance of 24.04 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Northwesterly direction a distance of 61.71 feet to the P.C. (point of curve) of a curve to the left having a radius of 24.50 feet and central angle of 89°06'14"; thence in a Northwesterly and Southwesterly direction along the arc of said curve a distance of 38.10 feet to the P.T. (point of tangent) of said curve; thence 90°00' to the right (angle measured to tangent) in a Northwesterly direction a distance of 2.51 feet to a point on the Southeasterly right-of-way line of the proposed relocated Parkway Office Circle; thence 90°00' to the right in a Northeasterly direction along the Southeasterly right-of-way line of said Circle a distance of 109.48 feet to a point on a curve to the left having a radius of 24.50 feet and a central angle of 38°40'09"; thence 127°46'24" to the right (angle measured to tangent) in a Southwesterly and Southeasterly direction along the arc of said curve a distance of 16.53 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Southeasterly direction a distance of 71.69 feet to the P.C. (point of curve) of a curve to the left having a radius of 14.50 feet and a central angle of 95°00'; thence in a Southeasterly and Northeasterly direction along the arc of said curve a distance of 24.04 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Northeasterly direction a distance of 16.20 feet to a point; thence 90°00' to the right in a Southeasterly direction a distance of 318.30 feet to the POINT OF BEGINNING.

Containing 71,720.03 square feet or 1.6465 acres.

SOUTH BUILDING ACCESS ROAD ACCESS AND USE EASEMENT

A parcel of land situated in the Southeast 1/4 of the Southeast 1/4 of Section 19, Township 19 South, Range 2 West, and in the Northeast 1/4 of the Northeast 1/4 of Section 30, Township 19

South, Range 2 West, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 19, Township 19 South, Range 2 West and turn an angle of 145°11'03" to the left from the East line of said 1/4-1/4 section and run in a Southwesterly direction a distance of 1259.28 feet to a point; thence 55°42'54" to the right in a Westerly direction a distance of 108.82 feet to a point; thence 90°00' to the left in a Southerly direction a distance of 29.76 feet to a point; thence 20°00' to the left in a Southeasterly direction a distance of 60.66 feet to a point; thence 20°00' to the right in a Southerly direction a distance of 40.58 feet to a point on a curve to the right having a radius of 287.50 feet and a central angle of 72°14'46", said point being the POINT OF BEGINNING; thence 88°40'35" to the left (angle measured to tangent) in a Southeasterly direction along the arc of said curve a distance of 362.52 feet to a point; thence 31°13'04" to the left (angle measured to tangent) in a Southeasterly direction a distance of 38.71 feet to a point; thence 45°00' to the right in a Southeasterly direction a distance of 35.00 feet to a point; thence 45°00' to the right in a Southeasterly direction a distance of 27.44 feet to a point; thence 42°21'08" to the left in a Southerly direction a distance of 24.41 feet to the P.C. (point of curve) of a curve to the right having a radius of 267.50 feet and a central angle of 77°30'16"; thence in a Southeasterly direction along the arc of said curve a distance of 361.85 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Southwesterly direction a distance of 130.54 feet to the P.C. (point of curve) of a curve to the right having a radius of 333.05 feet and a central angle of 11°19'26"; thence in a Southwesterly direction along the arc of said curve a distance of 65.82 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Westerly direction a distance of 219.47 feet to a point; thence 45°00' to the left in a Southwesterly direction a distance of 17.57 feet to a point on the Easterly right-of-way line of Riverchase Parkway East, said point being on a curve to the left having a radius of 423.97 feet and a central angle of 13°53'32"; thence 140°25'47" to the right (angle measured to tangent) in a Northwesterly direction along the Easterly right-of-way line of said Parkway and along the arc of said curve a distance of 102.80 feet to a point; thence 143°27'44" to the right (angle measured to tangent) in a Southeasterly direction a distance of 15.68 feet a point; thence 45°00' to the left in an Easterly direction 223.52 feet to the P.C. (point of curve) of a curve to the right having a radius of 983.61 feet and a central angle of 8°01'30"; thence in a Southeasterly direction along the arc of said curve a distance of 137.77 feet to the P.R.C. (point of reverse curve) of a curve to the left having a radius of 157.50 feet and a central angle of 29°28'31"; thence in a Southeasterly and Northeasterly direction along the arc of said curve a distance of 81.02 feet to the

P.C.C. (point of compound curve) of a curve to the left having a radius of 232.50 feet and a central angle of $67^{\circ}41'24''$; thence in a Northeasterly direction along the arc of said curve a distance of 274.68 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Northerly direction a distance of 24.41 feet to the P.C. (point of curve) of a curve to the left having a radius of 252.50 feet and a central angle of $90^{\circ}00'$; thence in a Northwesterly direction along the arc of said curve a distance of 396.63 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Westerly direction a distance of 198.73 feet to the P.C. (point of curve) of a curve to the left having a radius of 682.50 feet and a central angle of $7^{\circ}00'$; thence in a Southwesterly direction along the arc of said curve a distance of 83.38 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in Southwesterly direction a distance of 32.39 feet to a point on the Northeasterly line of the Parking Deck Tract; thence $90^{\circ}00'$ to the right in a Northwesterly direction along the Northeasterly line of the Parking Deck Tract a distance of 35.00 feet to a point; thence $90^{\circ}00'$ to the right in a Northeasterly direction a distance of 32.40 feet to the P.C. (point of curve) of a curve to the right having a radius of 717.50 feet and a central angle of $7^{\circ}00'$; thence in a Northeasterly direction along the arc of said curve a distance of 87.66 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in an Easterly direction a distance of 198.73 feet to the P.C. (point of curve) of a curve to the right having a radius of 287.50 feet and a central angle of $1^{\circ}19'25''$; thence in a Southeasterly direction along the arc of said curve a distance of 6.64 feet to the POINT OF BEGINNING.

TRAINING CENTER ENTRANCE ROAD ACCESS AND USE EASEMENT

A parcel of land situated in the Northeast $1/4$ of the Northeast $1/4$ of Section 30, Township 19 South, Range 2 West, being more particularly described as follows:

Commence at the Southeast corner of the Northeast $1/4$ of the Southeast $1/4$ of Section 19, Township 19 South, Range 2 West; thence turn an angle of $155^{\circ}39'58''$ to the left from the East line of said $1/4$ - $1/4$ section and run in a Southwesterly direction a distance of 2188.68 feet to a point; thence $46^{\circ}11'49''$ to the right in a Southwesterly direction a distance of 101.89 feet to a point; thence $90^{\circ}00'$ to the right in a Northwesterly direction a distance of 6.94 feet to the POINT OF BEGINNING; thence continue along last described course a distance of 6.82 feet to a point; thence $63^{\circ}45'$ to the left in a Northwesterly direction a distance of 60.31 feet to a point; thence $63^{\circ}45'$ to the left in a Southwesterly direction a distance of 6.82 feet to a point on a curve to the right, having a radius of 49.50 feet and a central angle of $120^{\circ}47'55''$; thence $105^{\circ}49'31''$ to the right (angle measured to tangent) and along the arc of said curve in a

Northwesterly, Northerly and Northeasterly direction a distance of 104.36 feet to a point; thence 69°17'47" to the left in a Northeasterly direction of distance 44.39 feet to the P.C. (point of curve) of a curve to the left having a radius of 482.50 feet and a central angle of 9°50'22"; thence along the arc of said curve in a Northeasterly direction a distance of 82.86 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Northeasterly direction a distance of 22.37 feet to a point; thence 45°35'09" to the left in a Northwesterly direction a distance of 21.00 feet to a point; thence 134°24'51" to the right in a Northeasterly direction a distance of 66.39 feet to a point; thence 136°45'26" to the right in Southwesterly direction a distance of 22.93 feet to a point; thence 45°35'09" to the left in a Southwesterly direction a distance of 22.37 feet to the P.C. (point of curve) of a curve to the right having a radius of 517.50 feet and a central angle of 9°50'22"; thence along the arc of said curve a distance of 88.87 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southwesterly direction a distance of 44.39 feet to a point on a curve to the right having a radius of 49.50 feet and a central angle of 113°38'35"; thence 69°17'47" to the left (angle measured to tangent) and along the arc of said curve in a Southeasterly, Southerly and Southwesterly direction a distance of 98.18 feet to the POINT OF BEGINNING. This parcel has access to Riverchase Parkway East by way of the Training Center Parking Access and Use Easement and the South Building Access Road Access and Use Easement.

Containing 12,687.28 square feet or 0.29 acre.

NORTHEAST LANDSCAPE AREA ACCESS AND USE EASEMENT

A parcel of land situated in the Southeast 1/4 of Section 19, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of Section 19, Township 19 South, Range 2 West and run in a Southerly direction along the East line of said 1/4-1/4 section a distance of 197.87 feet to a point; thence 90°00' to the right in a Westerly direction a distance of 25.42 feet to a point; thence 16°28'09" to the left in a Southwesterly direction a distance of 719.50 feet to a point; thence 90°00' to the left in a Southeasterly direction a distance of 8.00 feet to the POINT OF BEGINNING; thence 4°25'47" to the right in a Southeasterly direction a distance of 115.48 feet to a point; thence 88°21'29" to the right in a Southwesterly direction a distance of 10.27 feet to a point; thence 88°47'16" to the left in a Southeasterly direction a distance of 9.42 feet to a point; thence 91°00' to the right in a Southwesterly direction a distance of 69.47 feet to a point; thence 90°00' to the right in a Northwesterly

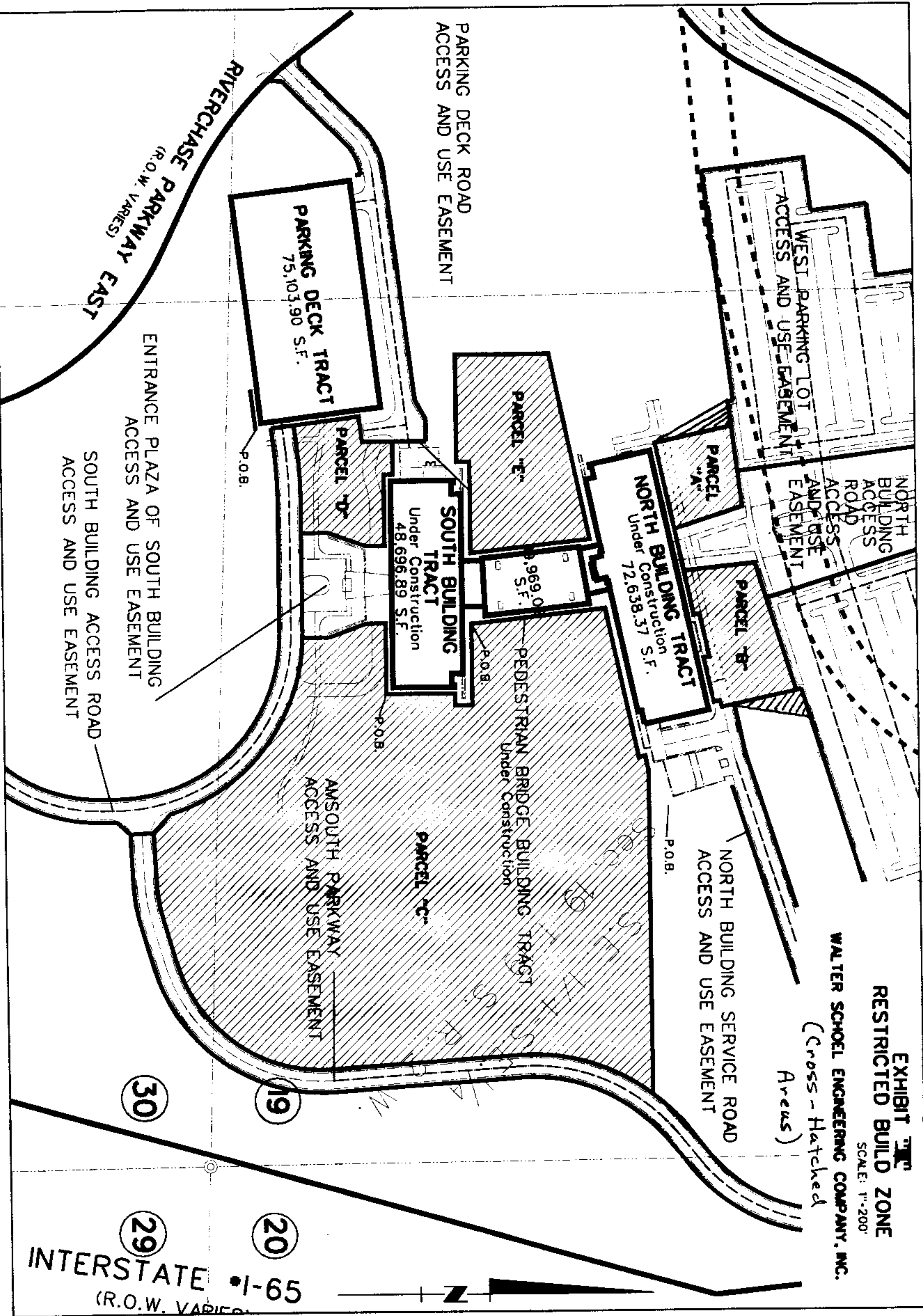
direction a distance of 8.92 feet to a point; thence 91°00' to the left in a Southwesterly direction a distance of 67.53 feet to a point; thence 90°00' to the left in a Southeasterly direction a distance of 8.92 feet to a point; thence 90°00' to the right in a Southwesterly direction a distance of 69.26 feet to a point; thence 96°00' to the right in a Northwesterly direction a distance of 108.04 feet to a point; thence 79°00' to the right in a Northeasterly direction a distance of 204.69 feet to the POINT OF BEGINNING.

AREA BETWEEN SOUTH BUILDING AND PARKING DECK
ACCESS AND USE EASEMENT

A parcel of land situated in the Southeast 1/4 of the Southeast 1/4 of Section 19, Township 19 South, Range 2 West, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 19, Township 19 South, Range 2 West and turn an angle of 145°11'03" to the left from the East line of said 1/4-1/4 section and run in a Southwesterly direction a distance of 1259.28 feet to a point; thence 55°42'54" to the right in a Westerly direction a distance of 227.46 feet to the POINT OF BEGINNING; thence 90°00' to the left in a Southerly direction a distance of 29.76 feet to a point; thence 20°00' to the left in a Southwesterly direction a distance of 60.66 feet to a point; thence 20°00' to the right in a Southerly direction a distance of 40.50 feet to a point; thence 90°00' to the right in a Westerly direction a distance of 45.24 feet to the P.C. (point of curve) of a curve to the left having a radius of 717.50 feet and a central angle of 7°00'; thence along the arc of said curve in a Westerly and Southwesterly direction a distance of 87.66 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southwesterly direction a distance of 32.39 feet to a point; thence 90°00' to the right in a Northwesterly direction a distance of 99.88 feet to a point; thence 90°00' to the right in a Northeasterly direction a distance of 38.96 feet to a point; thence 83°00' to the left in a Northerly direction a distance of 46.27 feet to a point; thence 90°00' to the right in an Easterly direction a distance of 50.00 feet to a point; thence 90°00' to the right in a Southerly direction a distance of 13.58 feet to a point; thence 90°00' to the left in an Easterly direction a distance of 109.04 feet to the POINT OF BEGINNING.

EXHIBIT 1
RESTRICTED BUILD ZONE
 SCALE: 1"=200'
WALTER SCHOEL ENGINEERING COMPANY, INC.
 (Cross-Hatched Areas)



CHASE PARKWAY EAST
(R.O.W. Varies)

AREA BETWEEN SOUTH BUILDING AND
PARKING DECK ACCESS AND USE EASEMENT

ENTRANCE PLAZA OF SOUTH BUILDING
ACCESS AND USE EASEMENT

SOUTH BUILDING ACCESS ROAD
ACCESS AND USE EASEMENT

W. 1/4-N.E. 1/4
T. 19 S.-R. 2 W.

TRAINING CENTER ENTRANCE ROAD
ACCESS AND USE EASEMENT

TRAINING CENTER
TRACT
65,511.38 S.F.

N.E. 1/4-N.E.
Sec. 30-T.19 S.-R. 2

TRAINING CENTER PARKING
ACCESS AND USE EASEMENT

S.E. 1/4-N.E. 1/4
Sec. 30-T.19 S.-R. 2 W.

EXHIBIT K
TO
DECLARATION

TRAINING CENTER PARCEL

A parcel of land situated in the Southwest 1/4 of the Northeast 1/4 of Section 30, Township 19 South, Range 2 West, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 19, Township 19 South, Range 2 West and turn an angle of 155°39'58" to the left from the East line of said 1/4 - 1/4 section and run in a Southwesterly direction a distance of 2188.68 feet to the POINT OF BEGINNING; thence 46°11'49" to the right in a Southwesterly direction a distance of 101.89 feet to a point; thence 90°00' to the right in a Northwesterly direction a distance of 13.76 feet to a point; thence 63°45' to the left in a Northwesterly direction a distance of 60.31 feet to a point; thence 63°45' to the left in a Southwesterly direction a distance of 13.76 feet to a point; thence 90°00' to the right in a Northwesterly direction a distance of 101.89 feet to a point; thence 90°00' to the left in a Southwesterly direction a distance of 92.00 feet to a point; thence 90°00' to the left in a Southeasterly direction a distance of 133.04 feet to a point on a curve to the left having a radius of 49.00 feet and a central angle of 54°14'49"; thence 64°37'25" to the right (angle measured to tangent) along said curve in a Southeasterly direction a distance of 46.39 feet to a point; thence 64°37'24" to the right (angle measured to tangent) in a Southwesterly direction a distance of 163.04 feet to a point; thence 90°00' to the left in a Southeasterly direction a distance of 92.00 feet to a point; thence 90°00' to the left in a Northeasterly direction a distance of 133.79 feet to a point; thence 90°00' to the right in a Southeasterly direction a distance of 11.21 feet to a point; thence 63°45' to the left in a Northeasterly direction a distance of 59.17 feet to a point; thence 26°14'59" to the right in a Northeasterly direction a distance of 21.79 feet to a point; thence 90°00' to the right in a Southeasterly direction a distance of 56.79 feet to a point; thence 90°00' to the left in a Northeasterly direction a distance of 76.00 feet to a point; thence 90°00' to the left in a Northwesterly direction a distance of 68.00 feet to a point; thence 90°00' to the right in a Northeasterly direction a distance of 6.00 feet to a point; thence 90°00' to the left in a Northwesterly direction a distance of 39.00 feet to a point; thence 90°00' to the right in a Northeasterly direction a distance of 25.00 feet to a point; thence 90°00' to the left in a Northwesterly direction a distance of 64.00 feet to a point; thence 90°00' to the left in a Southwesterly direction a distance

EXHIBIT J
TO
DECLARATION

SOUTH BUILDING PARCEL

A parcel of land situated in the Southeast 1/4 of the Southeast 1/4 of Section 19, Township 19 South, Range 2 West, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 19, Township 19 South, Range 2 West and turn an angle of 145°11'03" to the left from the East line of said 1/4 - 1/4 section and run in a Southwesterly direction a distance of 1259.28 feet to the POINT OF BEGINNING; thence 55°42'40" to the right in a Westerly direction a distance of 336.50 feet to a point; thence 90°00' to the right in a Northerly direction a distance of 13.58 feet to a point; thence 90°00' to the left in a Westerly direction a distance of 50.00 feet to a point; thence 90°00' to the right in a Northerly direction a distance of 80.17 feet to a point; thence 90°00' to the right in an Easterly direction a distance of 21.00 feet to a point; thence 90°00' to the left in a Northerly direction a distance of 15.50 feet to a point; thence 90°00' to the right in an Easterly direction a distance of 10.75 feet to a point; thence 90°00' to the left in a Northerly direction a distance of 19.75 feet to a point; thence 90°00' to the right in an Easterly direction a distance of 373.00 feet to a point; thence 90°00' to the right in a Southerly direction a distance of 25.75 feet to a point; thence 90°00' to the right in a Westerly direction a distance of 18.25 feet to a point; thence 90°00' to the left in a Southerly direction a distance of 103.25 feet to the POINT OF BEGINNING.

Containing 48,696.89 square feet or 1.12 acres.

thence 90'00" to the left in a Southwesterly direction a distance of 25.00 feet to a point; thence 90'00" to the right in a Northwesterly direction a distance of 39.00 feet to the POINT OF BEGINNING.

Containing 65,511.36 square feet or 1.50 acres.

EXHIBIT L
TO
DECLARATION

TRAINING CENTER PARKING ACCESS AND USE EASEMENT

An access and use easement situated in the Northeast 1/4 of Section 30, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of Lot 2-A, Resurvey of Lot 1, Brookwood Addition to Riverchase, as recorded in Map Book 8, Page 94, in the Probate Office of Shelby County, Alabama, and run in a Northerly direction along the Easterly right-of-way line of Riverchase Parkway East a distance of 14.60 feet to the P.C. (point of curve) a curve to the right having a radius of 478.88 feet and a central angle of 25°29'29"; thence in a Northeasterly direction along the Southeasterly right-of-way line of said Parkway and along the arc of said curve a distance of 213.06 feet to the POINT OF BEGINNING, said point lying in a curve to the right having a radius of 478.88 feet and a central angle of 6°30'41"; thence in a Northeasterly direction along the Southeasterly right-of-way line of said Parkway and along the arc of said curve a distance of 54.42 feet to a point; thence 87°56'12" to the right (angle measured to tangent) in a Southeasterly direction a distance of 29.32 feet to the P.C. (point of curve) of a curve to the left having a radius of 113.83 feet and a central angle of 36°38'57"; thence in a Southeasterly direction and along the arc of said curve to the left a distance of 72.81 feet to the P.T. (point of tangent); thence run in a Northeasterly direction tangent to said curve a distance of 59.22 feet to the P.C. (point of curve) of a curve to the left having a radius of 282.50 feet and a central angle of 35°02'55"; thence run in a Northeasterly direction along the arc of said curve to the left a distance of 172.81 feet to the P.T. (point of tangent); thence run in a Northeasterly direction tangent to said curve a distance of 44.35 feet to a point; thence 90°00' to the left in a Northwesterly direction a distance of 17.50 feet to a point; thence 90°00' to the right in a Northeasterly direction a distance of 344.00 feet to a point; thence 90°00' in a Southeasterly direction to the right a distance 17.00 feet to a point; thence 90°00' to the left in a Northeasterly direction a distance of 40.22 feet to the P.C. (point of curve) of a curve to the right having a radius of 50.00 feet and a central angle of 57°21'17"; thence run Northeasterly, Easterly, and Southeasterly along the arc of said curve to the right a distance of 50.05 feet to the P.T. (point of tangent); thence run in a Southeasterly direction tangent to said arc a distance of 44.07 feet to a point; thence 80°10'23" to the left in a Northeasterly direction a distance of 135.88 feet to a point; thence 90°00' to the right

in a Southeasterly direction a distance of 17.58 feet to the P.C. (point of curve) of a curve to the right having a radius of 157.50 feet and a central angle of $20^{\circ}19'25''$; thence $88^{\circ}10'00''$ to the left in a Northeasterly direction along the arc of said curve to the right a distance 55.87 feet to a point; thence $69^{\circ}20'22''$ to the left (angle measured to tangent) and in a Northwesterly direction a distance 45.96 feet to a point, said point being a corner point of the Training Center Tract; thence $90^{\circ}00'$ to the right along the Southeasterly line of the Training Center Tract in a Northeasterly direction a distance of 76.00 feet to a point, said point being the Southeast corner of the Training Center Tract; thence $90^{\circ}00'$ to the left in a Northwesterly direction along the East line of the Training Center Tract a distance of 5.49 feet to the P.C. of a curve to the left having a radius of 229.0 feet and a central angle of $85^{\circ}12'05''$; thence $44^{\circ}22'36''$ to the right (angle measured to tangent) and run along the arc of said curve to the left and in a Northeasterly, Northerly and Northwesterly direction a distance of 378.89 feet to a point; thence $53^{\circ}14'06''$ to the left (angle measured to tangent) in a Southwesterly direction a distance of 32.23 feet to the P.C. of a curve to the left having a radius of 517.50 feet and a central angle of $8^{\circ}03'31''$, said curve lying on the East line of the Training Center Access Easement; thence $133^{\circ}29'05''$ to the right (angle measured to tangent) and in a Northeasterly direction along the arc of said curve a distance of 72.79 feet to a point; thence $122^{\circ}47'28''$ to the right (angle measured to tangent) in a Southeasterly direction a distance of 37.61 feet to the P.C. (point of curve) of a curve to the right having a radius of 264.00 feet and a central angle of $118^{\circ}40'01''$; thence $15^{\circ}00'$ to the left (angle measured to tangent) and run in a Southeasterly, Southerly, and Southwesterly direction along the arc of said curve to the right a distance of 546.78 feet to the P.R.C. (point of reverse curve) of a curve to the left having a radius of 122.50 feet and a central angle of $21^{\circ}03'48''$; thence run in a Southwesterly direction along the arc of said curve to the left a distance of 45.03 feet to the P.T. (point of tangent) of said curve; thence run in a Southwesterly direction tangent to said curve a distance of 213.52 feet to a point; thence $72^{\circ}10'53''$ to the left in a Southeasterly direction a distance of 10.19 feet to a point; thence $90^{\circ}00'$ to the right in a Southwesterly direction a distance 380.00 feet to a point; thence $90^{\circ}00'$ to the right in a Northwesterly direction a distance of 17.50 feet to a point; thence $90^{\circ}00'$ to the left in a Southwesterly direction a distance of 12.68 feet to the P.C. (point of curve) of a curve to the right having a radius of 49.50 feet and a central angle of $96^{\circ}31'11''$; thence run in a Southwesterly, Westerly, and Northwesterly direction along the arc of said curve to the right a distance of 83.39 feet to the P.T. (point of tangent); thence run in a Northwesterly direction tangent to said curve a distance of 62.32 feet to a point; thence $43^{\circ}38'51''$ to the left a distance of 27.61 feet to a point on a curve to the right having a radius of 317.50 feet and a central angle of $30^{\circ}49'24''$; thence $43^{\circ}38'49''$ to the left and run in a Southwesterly direction along said curve

to the right a distance of 170.80 feet to the P.T. (point of tangent); thence run in a Southwesterly direction tangent to said curve a distance of 59.23 feet to the P.C. (point of curve) of a curve to the right having a radius of 148.83 feet and a central angle of 36°38'57"; thence run in a Southwesterly, Westerly, and Northwesterly direction along the arc of said curve to the right a distance of 95.20 feet to a point; thence 34°30'40" to the left (angle measured to tangent) a distance of 34.21 feet to the POINT OF BEGINNING. This easement also has access to Riverchase Parkway East by way of the Training Center Entrance Road Access and Use Easement and then the South Building Access Road Access and Use Easement.

EXHIBIT M
TO
DECLARATION

WEST PARKING LOT
ACCESS AND USE EASEMENT

A parcel of land situated in the Southeast 1/4 of Section 19, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of Section 19, Township 19 South, Range 2 West and run in a Southerly direction along the East line of said 1/4-1/4 section a distance of 197.87 feet to a point; thence 90°00' to the right in a Westerly direction a distance of 25.42 feet to a point; thence 16°28'09" to the left in a Southwesterly direction a distance of 719.50 feet to a point; thence 90°00' to the left in a Southeasterly direction a distance of 8.00 feet to a point; thence 90°00' to the right in a Southwesterly direction a distance of 204.69 feet to a point; thence 79°00' to the left in a Southeasterly direction of a distance of 108.04 feet to a point; thence 84°00' to the right in a Southwesterly direction a distance of 65.80 feet to a point; thence 84°00' to the right in a Northwesterly direction a distance of 108.21 feet to a point; thence 79°00' to the left in a Southwesterly direction a distance of 54.66 feet to the POINT OF BEGINNING; thence continue in a Southwesterly direction along the last stated course a distance of 106.50 feet to a point; thence 90°00' to the right in a Northwesterly direction a distance of 8.00 feet to a point; thence 90°00' to the left in a Southwesterly direction a distance of 355.00 feet to a point; thence 90°00' to the right in a Northwesterly direction a distance of 156.00 feet to a point; thence 90°00' to the right in a Northeasterly direction a distance of 82.00 feet to a point; thence 90°00' to the left in a Northwesterly direction a distance of 86.00 feet to a point; thence 90°00' to the right in a Northeasterly direction a distance of 112.50 feet to a point; thence 90°00' to the left in a Northwesterly direction a distance of 90.00 feet to a point; thence 90°00' to the right in a Northeasterly direction a distance of 267.00 feet to a point; thence 90°00' to the right in a Southeasterly direction and along the West line of the North Building Access Road Easement a distance of 340.00 feet to the POINT OF BEGINNING. This parcel has access to Relocated Parkway Office Circle by way of the North Building Access Road Easement.

Containing 93,415.23 square feet or 2.1445 acres.

06/03/1994-17860
12:28 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
056 MCD 147.00