

STATE OF ALABAMA - UNIFORM COMMERCIAL CODE - FINANCING STATEMENT FORM UCC-1 ALA.

☐ The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).

No. of Additional Sheets Presented:

This Financing Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Return copy or recorded original to:
Thomas C. Clark III, Esq.
Maynard, Cooper & Gale, P.C.
1901 6th Avenue North, Suite 2400
Birmingham, AL 35203-2602

Pre-paid Acct. # _____

2. Name and Address of Debtor (Last Name First if a Person)
Southbrook Village, LLC
c/o Bodnar Investment Group, Inc.
1310 Cobb Lane
Birmingham, Alabama 35205
Attn: Mr. J. Michael Bodnar

Social Security/Tax ID # _____

2A. Name and Address of Debtor (if any) (Last Name First if a Person)

Social Security/Tax ID # _____

☐ Additional debtors on attached UCC-E

3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)
National Bank of Commerce of Birmingham
1927 First Avenue North
Birmingham, Alabama 35203
Attn: J. Cotten Volman

Social Security/Tax ID # _____

☐ Additional secured parties on attached UCC-E

5. The Financing Statement Covers the Following Types (or items) of Property:

All types (or items) of property described on Schedules I, II and III attached hereto and made a part hereof.

Some of the property described in Schedules I, II and III is now, or may in the future become, affixed to the Land described on Exhibit A attached hereto and made a part hereof. The Debtor is a record owner of said Land.

* This financing statement is filed as additional security for the indebtedness secured by a certain Mortgage executed by the Debtor in favor of the Secured Party recorded concurrently herewith.

Check X if covered ☒ Products of Collateral are also covered

6. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so)

- ☐ already subject to a security interest in another jurisdiction when it was brought into this state.
- ☐ already subject to a security interest in another jurisdiction when debtor's location changed to this state.
- ☐ which is proceeds of the original collateral described above in which a security interest is perfected.
- ☐ acquired after a change of name, identity or corporate structure of debtor.
- ☐ as to which the filing has lapsed.

THIS SPACE FOR USE OF FILING OFFICER
Date, Time, Number & Filing Office

Inst # 1999-03654

01/27/1999-03654
11:46 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
013 CRH 007.00

FILED WITH: Judge of Probate of Shelby County, Alabama

4. ASSIGNEE OF SECURED PARTY (If any)(Last Name First if a Person)

5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered

5	0	0	___	___
___	___	___	___	___
___	___	___	___	___
___	___	___	___	___
___	___	___	___	___
___	___	___	___	___

7. Complete only when filing with the Judge of Probate: The initial indebtedness secured by this financing statement is \$ _____

Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ N/A

8. ☒ This financing statement covers timber to be cut, crops, or fixtures and is to be cross indexed in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record, give name of record owner in Box 5)

Signatures of Secured Party(ies)
(Required only if filed without debtor's Signature - see Box 6)

SEE ATTACHED SIGNATURE PAGE
Signature(s) of Debtor(s)

Signature(s) of Debtor(s)

SOUTHBROOK VILLAGE, LLC
Type Name of Individual or Business

Signature(s) of Secured Party(ies) or Assignee

Signature(s) of Secured Party(ies) or Assignee

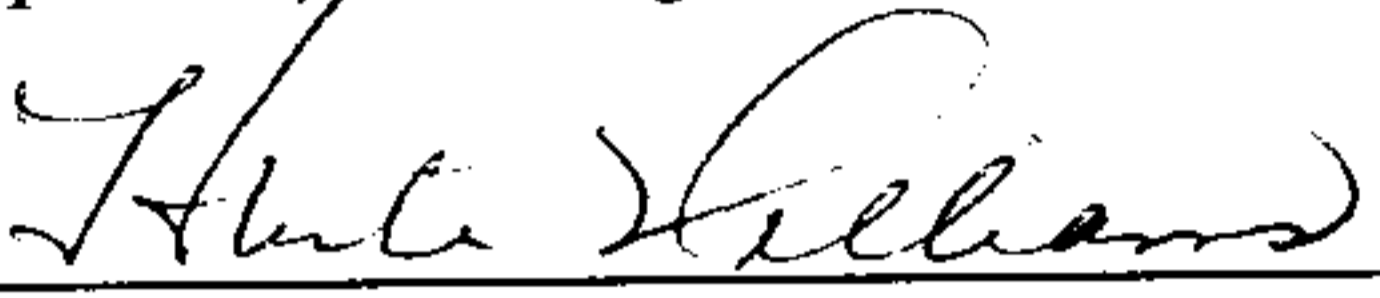
Type Name of Individual or Business

UCC-1 SIGNATURE PAGE

DEBTOR:

SOUTHBROOK VILLAGE, LLC

By: **BRIGHAM-WILLIAMS, INC., an Alabama
corporation, Its Manager**

By: 
Hunter Williams, Its President

**SCHEDULE I
TO
FINANCING STATEMENT**

This financing statement covers the following items (or types) of property:

(a) **Land.** The land located in Shelby County, Alabama more particularly described in Exhibit A, and all reversions and remainders in and to said land and all tenements, hereditaments, easements, rights-of-way, rights (including mineral and mining rights, and all water, oil and gas rights), privileges, royalties and appurtenances to said land, now or hereafter belonging or in anywise appertaining thereto, including any right, title and interest in, to or under any agreement or right granting, conveying or creating, for the benefit of said land, any easement, right or license in any other property, and in, to or under any streets, ways, alleys, vaults, gores or strips of land adjoining said land or any parcel thereof, or in or to the air space over said land; all rights of ingress and egress to parking facilities on or within said land; and all claims or demands of Borrower either at law or in equity, in possession or expectancy of, in or to any of the same (all of the foregoing hereinafter collectively called the "Land").

(b) **Improvements.** All buildings, structures, facilities and other improvements now or hereafter located on the Land, and all building materials, building equipment and fixtures of every kind and nature now or hereafter located on the Land or attached to, contained in, or used in connection with, any such buildings, structures, facilities or other improvements, and all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof, now owned or hereafter acquired by the Borrower (all of the foregoing hereinafter collectively called the "Improvements," and together with the Land called the "Real Property").

(c) **Personal Property.** All goods, equipment, inventory, supplies and other items or types of tangible personal property (including additions and accessions thereto and replacements and substitutions therefor) now owned or hereafter created or acquired by the Borrower and attached to the Real Property (other than fixtures); or placed on the Real Property and used or useful in connection with, or in any way pertaining or relating to, the Real Property or the use and occupancy thereof, though not attached to the Real Property; or for which the proceeds of any credit secured by this financing statement have been or may be advanced, wherever the same may be located (hereinafter collectively called the "Personal Property").

(d) **Rents and Leases.** All leases, subleases, lettings and licenses, and other use and occupancy agreements, now or hereafter pertaining to any of the Real Property or Personal Property, and all rents, profits, issues and revenues of the Real Property and Personal Property now or hereafter accruing, whether accruing before or after the filing of any petition by or against the Borrower under the federal Bankruptcy Code.

(e) **Insurance Policies.** All policies of hazard insurance now or hereafter in effect that insure the Improvements, the Personal Property, or any of the other property conveyed or encumbered by the mortgage to which this financing statement relates (the "Mortgage"), together

with all right, title and interest of the Borrower in and to each and every such policy, and all proceeds thereof, including any premiums paid and rights to returned premiums.

(f) **Litigation Awards.** All judgments, damages, settlements, awards, payments and compensation, including all interest thereon, together with the right to receive the same, that may be made or due to the Borrower or any subsequent owner of any of the Real Property, the Personal Property or any other property conveyed or encumbered by the Mortgage, as a result of the exercise of the right of eminent domain or condemnation, the alteration of the grade of any street or any other injury to or diminution or decrease in value of the Real Property, the Personal Property or any other such property.

(g) **General Intangibles and Agreements.** (1) All general intangibles relating to the development or use of the Real Property, the Personal Property or any other property conveyed or encumbered hereby, or the management and operation of any business of the Borrower thereon, including all patents, patent applications, trade names, trademarks, trademark applications, knowledge and process, licensing arrangements, blueprints, technical specifications, manuals and other trade secrets; (2) the good will of any business conducted or operated on the Real Property, all governmental licenses and permits relating to the construction, renovation or operation thereof, all names under or by which the same may at any time be operated or known and all rights to carry on business under any such names or any variant thereof; and (3) all contracts and agreements (including leasing, construction, renovation, maintenance, engineering, architectural, management, operating and concession agreements) affecting the Real Property, the Personal Property or any other property conveyed or encumbered by the Mortgage, or used or useful in connection therewith, whether now or hereafter entered into.

(h) **Supplemental Documents.** All changes, additions, supplements, modifications, amendments, extensions, renewals, revisions and guaranties to, of or for any agreement or instrument included in the foregoing.

(i) **Proceeds.** All proceeds of any of the foregoing.

As used in this Schedule I, **Borrower** means the debtor(s) described in this financing statement.

Some of the above-described property is now, or may in the future become, affixed to the Land described in Exhibit A. The Borrower is a record owner of the Land.

THIS FINANCING STATEMENT IS TO BE CROSS-INDEXED IN THE REAL ESTATE MORTGAGE RECORDS.

**SCHEDULE II
TO
FINANCING STATEMENT**

This financing statement covers the following items (or types) of property:

(a) All leases and subleases, written or oral, and all agreements for use or occupancy of any portion of the land described on Exhibit A attached hereto and made a part hereof (the "Land") or any improvements, buildings, structures and fixtures now or hereafter located thereon (the "Improvements") with respect to which the Borrower is the lessor or sublessor, including the existing leases, if any, described on Exhibit B attached hereto and made a part hereof (the "Existing Leases"), any and all extensions and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including subleases thereunder, upon or covering the use or occupancy of all or any part of the Land or the Improvements, all such leases, subleases, agreements and tenancies heretofore mentioned (including the Existing Leases), whether entered into before or after the filing by or against the Borrower of any petition for relief under the federal Bankruptcy Code, being covered by this assignment and being hereinafter collectively referred to as the "Leases";

(b) any and all guaranties of the lessee's and any sublessee's performance under any of the Leases;

(c) the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which the Borrower may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, whether paid or accruing before or after the filing of any petition by or against the Borrower for relief under the federal Bankruptcy Code, arising or issuing from or out of the Leases or from or out of the Land or the Improvements, or any part thereof, including minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, and liquidated damages following default, the premium payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Land or the Improvements, together with any and all rights and claims that the Borrower may now or hereafter have against any such lessee under the Leases or against any subtenants or occupants of the Land or any of the Improvements; and

(d) any award, dividend or other payment made hereafter to the Borrower in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court and any and all payments made by lessees in lieu of rent.

As used in this Schedule II, Borrower means the debtor(s) described in this financing statement.

SCHEDULE III
TO FINANCING STATEMENT

The Property covered by this financing statement includes all the Borrower's right, title and interest in, to and under the following described property, whether now owned or hereafter acquired by the Borrower, and whether now existing or hereafter incurred, created, arising or entered into:

(a) all equipment, machinery, store fixtures, furniture, furnishings, vehicles, tools, spare parts, Inventory, materials, supplies, goods, leasehold improvements and other tangible personal property of the Borrower;

(b) all leases and use agreements of personal property entered into by the Borrower as lessor with other persons as lessees, and all rights of the Borrower under such leases and agreements, including the right to receive and collect all rentals and other moneys (including security deposits) at any time payable under such leases and agreements;

(c) all leases and use agreements of personal property entered into by the Borrower as lessee with other persons as lessor, and all rights, titles and interests of the Borrower thereunder, including the leasehold interest of the Borrower in such property and all options to purchase such property or to extend any such lease or agreement;

(d) to the extent not described above, all fixtures of the Borrower, including all fixtures now or hereafter located on the real estate described on Exhibit A;

(e) any and all accessions and additions now or hereafter made or added to any of the property described in the foregoing paragraphs, any substitutions and replacements therefor, and all attachments and improvements now or hereafter placed upon or used in connection therewith, or any part thereof;

(f) all Accounts of the Borrower;

(g) all General Intangibles of the Borrower;

(h) all moneys of the Borrower and all Deposit Accounts in which such moneys may at any time be on deposit or held and all investments or securities in which such moneys may at any time be invested and all certificates, instruments and documents from time to time representing or evidencing any such moneys;

(i) all of the Borrower's rights as an unpaid vendor or lienor, including stoppage in transit, replevin, detinue and reclamation;

(j) any other property of the Borrower now or hereafter held by the Lender or by others for the Lender's account;

(k) all leases, contracts, agreements, documents, instruments and chattel paper included in the foregoing paragraphs, or related to any of the property described therein, or in connection with which Accounts now exist or may hereafter be created (collectively, the "Assigned Agreements");

(l) all interest, dividends, proceeds, products, rents, royalties, issues and profits of any of the property described in the foregoing paragraphs and all notes, certificates of deposit, checks and other instruments from time to time delivered to or otherwise possessed by the Lender for or on behalf of the Borrower in substitution for or in addition to any or all of said property; and

(m) all books, documents and records (whether on computer or otherwise) related to any of the items described in the foregoing paragraphs.

Definitions

As used in this Schedule III the following terms shall have the respective meanings assigned to them as follows:

Accounts means all Accounts Receivable, Contract Rights, chattel paper, instruments and documents.

Account Receivable means any right of the Borrower to the payment of money, whether or not evidenced by an instrument or chattel paper, including a right to payment for goods sold or leased or for services rendered by the Borrower and a right to payment that has been earned under a contract right or that is payable under any of the Assigned Agreements.

Borrower means the debtor(s) described in this Financing Statement.

Contract Right means any right to payment under a contract not yet earned by performance, whether or not evidenced by an instrument or chattel paper.

Deposit Accounts means all bank accounts and other deposit accounts and lock boxes included in the property described in this Financing Statement or established for the benefit of the Lender.

General Intangibles means all general intangibles as defined in the Code and all choses in action, causes of action and other intangible property of the Borrower of every kind and nature (other than Accounts) including corporate, partnership or other business records, inventions, designs, patents, patent applications, trademarks, trade names, trade secrets, service marks, logos, good will, copyrights, registrations, licenses, permits, franchises, tax refund claims and any security now or hereafter held by or granted to the Borrower to secure payment of any of the Accounts.

Inventory means goods, merchandise and other tangible personal property now or hereafter held by the Borrower for sale or lease or furnished or to be furnished under contracts of service or otherwise, raw materials, parts, finished goods, work-in-process and supplies and materials used or consumed, or to be used or consumed, in the Borrower's present or any future business, and all such property the sale, lease or other disposition of which has given rise to Accounts and which has been returned to or repossessed or stopped in transit by the Borrower.

Lender means the Lender described in this Financing Statement.

Purchaser includes any buyer or lessee of Inventory from the Borrower, any customer for whom services have been rendered or materials furnished by the Borrower and any other person that is now or may become obligated to the Borrower on an Account.

Exhibit A

[Tracts A, B and D and Easements II, IV and V]

TRACT "A"

A parcel of land situated in the Southwest one-quarter of the Northeast one-quarter, Section 2, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of the said Southwest one-quarter of the Northeast one-quarter and a point on the Northern right-of-way line of 6th Avenue Southwest; thence run in an easterly direction along the South boundary of the said quarter-quarter line and said right-of-way line for a distance of 1132.92 feet to a point where the Northeast right-of-way line of 6th Avenue Southwest and the Southwest right-of-way line of Alabama Highway 119 intersects; thence turn a deflection angle to the left 57 degrees 16 minutes 01 seconds and run in a Northeasterly direction along the Southwesterly right-of-way line of Alabama Highway 119 for a distance of 307.74 feet; thence turn an interior angle to the left of 182 degrees 49 minutes 05 seconds and run in a Northeasterly direction along said right-of-way line for a distance of 12.92 feet to the POINT OF BEGINNING; thence turn an interior angle to the left of 179 degrees 59 minutes 55 seconds and run in a Northeasterly direction for a distance of 147.51 feet; thence leaving said right-of-way line turn an interior angle to the right of 96 degrees 41 minutes 08 seconds and run in a Northwesterly direction for a distance of 126.60 feet; thence turn an interior angle to the left of 181 degrees 42 minutes 10 seconds and run in a Northwesterly direction for a distance of 23.52 feet; thence turn an interior angle to the right of 93 degrees 39 minutes 53 seconds and run in a Southwesterly direction for a distance of 140.00 feet; thence turn an interior angle to the right of 90 degrees 00 minutes 00 seconds and run in a Southeasterly direction for a distance of 172.18 to a point on the Southwest right-of-way on Alabama Highway 119 and the POINT OF BEGINNING. Said parcel contains 23,098 square feet or 0.53 acres more or less.

TRACT "B"

A parcel of land situated in the Southwest one-quarter of the Northeast one-quarter, Section 2, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of the said Southwest one-quarter of the Northeast one-quarter and a point on the Northern right-of-way line of 6th Avenue Southwest; thence run in an easterly direction along the South boundary of the said quarter-quarter line and said right-of-way line for a distance of 500.55 feet to the POINT OF BEGINNING. Thence continue along the last described course for a distance of 290.15 feet; thence leaving said right-of-way line, turn a deflection angle to the left 141 degrees 25 minutes 42 seconds and run in a Northwesterly direction for a distance of 133.38 feet; thence turn an interior angle to the left 89 degrees 57 minutes 07 seconds and run in a Northeasterly direction for a distance of 32.09 feet; thence turn an interior angle to the right 90 degrees 00 minutes 00 seconds and run in a Northwesterly direction for a distance of 272.86 feet; thence turn an interior angle to the right 90 degrees 31 minutes 30 seconds and run in a Southerly direction for a distance of 25.41 feet; thence turn an interior angle to the right 89 degrees 23 minutes 18 seconds and run in a Southeasterly direction for a distance of 36.46 feet; thence turn an interior angle to the left 127 degrees 16 minutes 30 seconds and run in a Southerly direction for a distance of 236.17 feet to a point on the Northern right-of-way line of 6th Avenue Southwest and the POINT OF BEGINNING. Said parcel contains 41,512 square feet or 0.95 acres more or less.

TRACT "D"

A parcel of land situated in the Southwest one-quarter of the Northeast one-quarter, Section 2, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of the said Southwest one-quarter of the Northeast one-quarter and a point on the Northern right-of-way line of 6th Avenue Southwest; thence run in an easterly direction along the South boundary of the said quarter-quarter line and said right-of-way line for a distance of 1132.92 feet to a point where the Northeast right-of-way line of 6th Avenue Southwest and the Southwest right-of-way line of Alabama Highway 119 intersects; thence turn a deflection angle to the left 57 degrees 16 minutes 01 seconds and run in a Northeasterly direction along the Southwesterly right-of-way line of Alabama Highway 119 for a distance of 26.52 feet to the POINT OF BEGINNING; thence run along same course in a Northerly direction along said right-of-way line for a distance of 281.22 feet; thence turn an interior angle to the left of 182 degrees 48 minutes 21 seconds and run in a Northeasterly direction for a distance of 12.92 feet; thence leaving said right-of-way line turn an interior angle to the right of 98 degrees 38 minutes 46 seconds and run in a Northwesterly direction for a distance of 172.18 feet; thence turn an interior angle to the left of 90 degrees 00 minutes 00 seconds and run in a Northeasterly direction for a distance of 140.00 feet; thence turn an interior angle to the right of 86 degrees 20 minutes 07 seconds and run in a Northwesterly direction for a distance of 70.52 feet; thence turn an interior angle to the left of 176 degrees 20 minutes 07 seconds and run in a Northwesterly direction for a distance of 215.68 feet; thence turn an interior angle to the right of 176 degrees 32 minutes 54 seconds and run in a Northwesterly direction for a distance of 185.79 feet; thence turn an interior angle to the left 178 degrees 59 minutes 36 seconds and run in a Northwesterly direction for a distance of 90.27 feet; thence turn an interior angle to the right of 90 degrees 00 minutes 00 seconds and run in a Southwesterly direction for a distance of 22.95 feet to a point on a curve to the left; thence turn an interior angle to the left of 132 degrees 00 minutes 09 seconds to the chord of said curve; said curve having a radius of 122.00, a central angle of 49 degrees 36 minutes 29 seconds and a chord distance of 102.36; thence run along arc of said curve 105.63 feet; thence turn an interior angle to the right 155 degrees 11 minutes 45 seconds from the chord of said curve and run in a Southwesterly direction for a distance of 31.80 feet to a point on a curve to the left, said curve being tangent to said straight line; having a radius of 314.00 feet, a central angle of 20 degrees 33 minutes 12 seconds and a chord distance of 112.04 feet; thence run along the arc of said curve in a Southwesterly direction for a distance of 112.64 feet to a point on a straight line being tangent to said curve; thence run in a Southwesterly direction for a distance of 178.47 feet; thence turn a deflection angle to the left of 90 degrees 11 minutes 42 seconds and run in a Southeasterly direction for a distance of 868.77 feet to a point on the Southwesterly right-of-way line of Alabama Highway 119 and the POINT OF BEGINNING. Said parcel contains 328,161 square feet or 7.53 acres more or less.

EASEMENT II 20 FOOT UTILITY EASEMENT

A parcel of land situated in the North one-half of the Southwest one-quarter of the Northeast one-quarter, Section 2, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of the said North one-half of the Southwest one-quarter of the Northeast one-quarter and a point on the Northern right-of-way line of 6th Avenue Southwest; thence run in an easterly direction along the South boundary of the said quarter-quarter line and said right-of-way line for a distance of 225.95 feet; thence leaving said right-of-way line turn an interior angle to the right of 110 degrees 54 minutes 58 seconds and run in a Northeasterly direction for a distance of 621.38 feet; thence turn a deflection angle to the right of 107 degrees 39 minutes 26 seconds and run in a Southeasterly direction for a distance of 56.63 feet to the POINT OF BEGINNING of a centerline of a 20 foot easement described as follows: thence turn an interior angle to the right of 88 degrees 58 minutes 22 seconds and run in a Northeasterly direction for a distance of 137.25 feet; thence turn an interior angle to the left of 179 degrees 41 minutes 48 seconds and run in a Northeasterly direction for a distance 156.61 feet; thence turn an angle to the left of 136 degrees 40 minutes 26 seconds and run in a Northeasterly direction for a distance of 124.01 feet to the end of the easement described herein.

And also the beneficial easements set forth in instrument recorded in Misc. Book 52, page 692; First Amendment thereto recorded in Real Volume 35, page 822; and Second Amendment thereto recorded in Real Volume 106, page 700, in the Office of the Judge of Probate of Shelby County, Alabama.

**EASEMENT IV
DUMPSTER PAD EASEMENT**

A parcel of land situated in the Southwest one-quarter of the Northeast one-quarter, Section 2, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of the said Southwest one-quarter of the Northeast one-quarter and a point on the Northern right-of-way line of 6th Avenue Southwest; thence run in an easterly direction along the South boundary of the said quarter-quarter line and said right-of-way line for a distance of 225.85 feet; thence leaving said right-of-way line turn an interior angle to the right of 110 degrees 54 minutes 58 seconds and run in a Northeasterly direction for a distance of 294.95 feet to the POINT OF BEGINNING; thence turn an interior angle to the left of 92 degrees 15 minutes 09 seconds and run in a Northeasterly direction for a distance of 87.51 feet; thence turn an interior angle to the left of 166 degrees 05 minutes 30 seconds and run in a Southeasterly direction for a distance of 41.89 feet; thence turn an interior angle to the left of 83 degrees 25 minutes 38 seconds and run in a Southwesterly direction for a distance of 20.71 feet; thence turn an interior angle to the right of 49 degrees 57 minutes 17 seconds and run in an Easterly direction for a distance of 68.85 feet; thence turn an interior angle to the right of 92 degrees 00 minutes 48 seconds and run in a Northeasterly direction for a distance of 26.38 feet; thence turn an interior angle to the right of 127 degrees 25 minutes 14 seconds and run in a Northwesterly direction for a distance of 36.46 feet; thence turn an interior angle to the right of 90 degrees 36 minutes 41 seconds and run in a Southwesterly direction for a distance of 16.85 feet; thence turn an interior angle to the left of 96 degrees 34 minutes 22 seconds and run in a Northwesterly direction for a distance of 46.44 feet; thence turn an interior angle to the right of 169 degrees 06 minutes 38 seconds and run in a Northwesterly direction for a distance of 94.78 feet; thence turn an interior angle to the right of 110 degrees 08 minutes 48 seconds and run in a Southwesterly direction for a distance of 32.49 feet; thence turn an interior angle to the right of 73 degrees 05 minutes 36 seconds and run in a Southeasterly direction for a distance of 14.94 feet to the POINT OF BEGINNING.

**EASEMENT V
INGRESS / EGRESS EASEMENT**

A parcel of land situated in the Southwest one-quarter of the Northeast one-quarter, Section 2, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of the said Southwest one-quarter of the Northeast one-quarter and a point on the Northern right-of-way line of 6th Avenue Southwest; thence run in an easterly direction along the South boundary of the said quarter-quarter line and said right-of-way line for a distance of 113.71 feet to the POINT OF BEGINNING; thence leaving said right-of-way turn an interior angle to the right of 129 degrees 52 minutes 07 seconds and run in a Northeasterly direction for a distance of 12.41 feet; thence turn an interior angle to the right of 161 degrees 07 minutes 24 seconds and run in a Northeasterly direction for a distance of 199.71 feet; thence turn an interior angle to the left of 156 degrees 01 minutes 06 seconds and run in a Northeasterly direction for a distance of 220.58 feet; thence turn an interior angle to the right of 170 degrees 02 minutes 19 seconds and run in a Northeasterly direction for a distance 48.82 feet; thence turn an interior angle to the left of 13 degrees 55 minutes 59 seconds and run in a Southwesterly direction for a distance of 43.80 feet; thence turn an interior angle to the right of 107 degrees 16 minutes 14 seconds and run in a Southeasterly direction for a distance of 20.53 feet; thence turn an interior angle to the left of 82 degrees 28 minutes 59 seconds and run in a Southwesterly direction for a distance of 211.68 feet; thence turn an interior angle to the right of 167 degrees 50 minutes 25 seconds and run in a Southwesterly direction for a distance of 23.91 feet; thence turn an interior angle to the right of 167 degrees 25 minutes 31 seconds and run in a Southwesterly direction for a distance of 140.04 feet; thence turn an interior angle to the right of 136 degrees 26 minutes 33 seconds and run in a Southeasterly direction for a distance of 43.62 feet to a point on the Northern right-of-way line of 6th Avenue Southwest; thence turn an interior angle to the left of 167 degrees 15 minutes 08 seconds and run in a Westerly direction along said right-of-way line for a distance of 65.54 feet to the POINT OF BEGINNING.

EXHIBIT B

(Existing Leases)

Lessee

Date

A Professional Staffing Service

Advanced Loans

Alabama Gas Corp.

Alabaster Bottle Shoppe

Alabaster Lettering

American Red Cross

Bed & Futon Gallery

Builder's Glass

Central Alabama Skills Center

Central Alabama Skills Center

Copper Tan

CVS Drugs

Del Toro

Dollar General Corporation

Head Start Family Salon

Hunan Gardens II

L.G. Harrison Photography

Mr. Charles Lanzi, Jr.

Lion & Unicorn, Inc.

Lessee

Date

Medicare Rental

Metro Cellular Center, Inc.

Movie Time Video & Pagers

Mt. Brook Cleaners, Inc.

Nails Star

Natures Health

Papa Sala's Pizza, Inc.

Plus Size Outlets

Reliable Fire Protection, Inc.

Southbrook Coin Laundry

Sneaky Pete's

Spinks Jewelry, Inc.

The Factory Connection

TV & Stereo Rental

Village Fashions

Inst # 1999-03654

464031.01\CLARKT\3818-166

01/27/1999-03654
B-2
11:46 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
013 CRH 27.00