

ABUTTING WALL AND EASEMENT AGREEMENT

THIS ABUTTING WALL AND EASEMENT AGREEMENT (this "Agreement") is made as of the 30 day of April, 2001, by and between BAPTIST HEALTH SYSTEM, INC. d/b/a SHELBY BAPTIST MEDICAL CENTER, an Alabama not-for-profit corporation ("Shelby") and SMCMOB, L.L.C., an Alabama limited liability company ("SMCMOB").

RECITALS:

WHEREAS, Shelby is the fee owner of that certain real property described on Exhibit A, attached hereto and made a part hereof (the "Shelby Parcel"); and

WHEREAS, SMCMOB pursuant to that certain Ground Lease by and between Shelby (as successor by merger to Shelby County Health Care Authority) and SMCMOB dated January 1, 1994 and recorded as Instrument No. 1994-1131 in the office of the Judge of Probate of Shelby County (as heretofore amended and as amended as of the date hereof, the "Ground Lease") has a leasehold estate in that certain real property described on Exhibit B attached hereto and made a part hereof (the "SMCMOB Parcel") and the SMCMOB Parcel is contiguous to the Shelby Parcel (the term "Parcel" is used herein to reference either the SMCMOB Parcel or the Shelby Parcel as the context indicates); and

WHEREAS, SMCMOB has heretofore constructed a medical office building on the SMCMOB Parcel (the "MOB"); and

WHEREAS, Shelby, subject to the terms and conditions of this Agreement, intends to develop an additional medical facility (the "Addition") that will abut and be associated with the MOB in accordance with, the final site plan, attached hereto and made a part hereof as Exhibit C (the "Site Plan"); and

WHEREAS, Shelby, has requested that in connection with the construction of the Addition, SMCMOB allow Shelby to use the existing load bearing columns of the MOB that abut the planned location of the Addition for the purpose of providing structural support to the abutting wall of the Addition; and

WHEREAS, Shelby and SMCMOB desire to enter into this Agreement to set forth their agreements and understandings concerning the construction of the Addition so that it abuts the MOB and attaches to and is given certain structural support thereby, as well as establish agreements and easements regarding the Shelby Parcel and SMCMOB Parcel and the MOB and the Addition; and

WHEREAS, the covenants, easements and agreements created in this Agreement are intended to and shall benefit and burden, respectively and reciprocally, the Shelby Parcel and the SMCMOB Parcel and shall be binding upon, enforceable by and against, and inure to the benefit of Shelby and SMCMOB and their successors and assigns and shall be binding upon and (but only

to the extent expressly permitted, respectively, by either Shelby or SMCMOB) shall inure to the benefit of their respective tenants, subtenants, licensees, customers, contractors, employees, guests, business invitees and agents (the "Permittees").

NOW, THEREFORE, Shelby and SMCMOB, for good and valuable consideration, the receipt of which is hereby acknowledged, do hereby declare and establish the following agreements, covenants and easements regarding the Shelby Parcel and the SMCMOB Parcel, and the buildings, structures and other improvements constructed or to be constructed thereon.

ARTICLE 1

BOUNDARY LINE

1.1 Common Boundary Line Agreement. Shelby and SMCMOB have entered into a certain Second Amendment to Ground Lease (the "Ground Lease Amendment") dated of even date herewith, in order to amend the Ground Lease to provide that the common boundary line between the SMCMOB Parcel and the Shelby Parcel where the Addition is to be located is the boundary line established immediately adjacent to the southern most and a portion of the eastern most existing exterior walls of the MOB and that is more particularly described on **Exhibit D** and made part hereof (the "Common Boundary Line").

ARTICLE 2

WALL AGREEMENT AND EASEMENTS

2.1 Attachment of Addition Abutting Wall. SMCMOB hereby specifically consents to the placement of the Addition along the Common Boundary Line between the SMCMOB Parcel and the Shelby Parcel as identified on the Site Plan, and each of SMCMOB and Shelby agrees to support any request by the other for a side-yard or setback variance if the same is required in order to accommodate such construction. Shelby hereby agrees to use its best efforts not to place any of the Addition over the Common Boundary Line except for the anchoring of the Addition to specific anchor points and the attachment of flashings to the MOB all as specifically provided for below. Shelby agrees to construct the Addition in a manner that does not result in damage to the MOB (other than the planned penetration of the brick cap around the columns that are specified as attachment points for the purpose of providing structural support for the abutting wall of the Addition and the cutting and other work necessary to attach the roof line of the Addition to the MOB, all of which shall be done pursuant to the specific terms of this Agreement and all of which shall be done and repaired at Shelby's sole cost and expense) or other improvements in place on the SMCMOB Parcel and does not interfere with use of the SMCMOB Parcel. Shelby also agrees to undertake and assume at its sole cost the obligation of completing and maintaining the attachment of the Addition to the MOB (including anchors, flashings and seals), it being the

intent of the parties to establish and maintain the appearance of one continuous building complex. Shelby also agrees to provide appropriate coverings for the existing windows of the MOB, whose view will be blocked by the Addition. If the use of the Addition or portion thereof increases the insurance for any person maintaining insurance on any portion of the MOB, such person whose use has caused such insurance to increase shall pay for such increase upon demand.

2.2 Easements for Wall Attachment and Tie-In. In order to accommodate any anchors, tie-ins, footings, foundations, columns, walls, gutters or flashings which may be constructed by Shelby in connection with its construction of the Addition immediately adjacent to the MOB along the Common Boundary Line and which may overlap the Common Boundary Line and penetrate or attach to the MOB, SMCMOB grants to Shelby a non-exclusive easement in, to, over, under and across that portion of the SMCMOB Parcel adjacent to such Common Boundary Line in space not occupied by any then existing structure for the construction, maintenance and replacement of anchors, tie-ins, footings, foundations, columns, walls, gutters or flashings to the extent necessary for such construction, attachment, tie-in and maintenance and an easement into the existing MOB for the attachment of the walls and roof as required to complete the attachments and integration. The easements and rights granted by SMCMOB to Shelby herein to attach the wall of the Addition to the wall of the MOB is limited to the specific anchors and flashing attachments provided for in the Site Plan for the attachment and integration of the wall of the Addition so that the Addition and the MOB are integrated structurally and in a cosmetically consistent manner; provided, however, such anchors, flashings and other methods of attachment and integration shall not penetrate the existing outer boundaries of the MOB by more than six (6) inches. The Addition shall be constructed in such a manner that is a fully independent structure without any interconnection of building systems or utilities other than the structural support and roof attachment specifically provided for herein. The grant of this easement shall include the reasonable right of access necessary to exercise and enjoy such grant, provided that no damage is caused to the SMCMOB Parcel or the MOB nor any unreasonable interference with the business operations conducted on the SMCMOB Parcel occurs, except for the minimal intrusion necessary to attach the Addition's wall and roof line to the MOB's wall which shall be done in a manner approved by SMCMOB and at the sole cost and expense of Shelby. The easements granted herein shall continue in effect for the term of this Agreement.

2.3 Easement for Reconstruction of MOB. In order to accommodate any anchors, tie-ins, footings, foundations, columns, walls, gutters or flashings of the MOB which may need to be reconstructed by SMCMOB immediately adjacent to the Addition along the Common Boundary Line (after the Addition is completed) and which may overlap that Common Boundary Line and abut or attach to the Addition, Shelby grants to SMCMOB a non-exclusive easement in, to, over, under and across that portion of the Shelby Parcel adjacent to the Common Boundary Line in space not occupied by any then existing structure (except to the extent necessary for such attachment) for the construction, maintenance and replacement of anchors, footings, foundations, columns, walls, gutters or flashings to the extent necessary and such reconstruction, replacement and maintenance. The rights of SMCMOB granted herein are for the right to reconstruct the MOB as it existed prior to the construction of the Addition; provided, however, SMCMOB shall

not be obligated pursuant to this Agreement to reconstruct the MOB or to reconstruct it in a particular manner. If SMCMOB does reconstruct the MOB in the manner it existed prior to construction of the Addition such that it can again provide support to the Addition, Shelby shall be responsible (at its sole cost and expense) for any reattachment of the Addition to the MOB that is necessary due to any such casualty pursuant to the same terms and conditions as set forth herein. The reconstruction of any portion of the MOB by SMCMOB is subject to the terms of the Ground Lease or any other agreements between the parties governing the costs of reconstruction of the MOB. The easements granted herein shall continue in effect for the term of this Agreement.

2.4 Notice of Construction Activities. Prior to either party undertaking construction or reconstruction activities along the Common Boundary Line pursuant to the easements and rights granted above, such party shall advise the other party of its intention to do so and shall provide plans and specifications and proposed construction techniques for the improvements to be constructed or reconstructed, shall give the other party an opportunity to commence any reconstruction activities which such party contemplates undertaking at approximately the same time to the end that each party involved shall be able to utilize subterranean construction techniques which will permit the reconstruction above ground of a building on each Parcel immediately adjacent to the Common Boundary Line. In the event any building utilizing a common footing is destroyed and not replaced or is removed, the common footing shall be left in place for the benefit of any building located on the adjoining Parcel utilizing the same.

2.5 Casualty of the Addition. If the Addition is damaged or destroyed, Shelby shall not be obligated to reconstruct the Addition; provided, however, Shelby shall be liable for repairing any damage to the MOB due to any destruction or damage to the Addition (to the extent not otherwise covered by any insurance covering the MOB) and if the Addition is not reconstructed promptly, Shelby shall be responsible for restoring the abutting portion of the MOB to the condition prior to the construction of the Addition.

ARTICLE 3

CONSTRUCTION

3.1 Compliance with Laws. In connection with the construction of the Addition, Shelby agrees that all construction activities performed by it shall be performed in compliance with all laws, rules, regulations, orders and ordinances of the city, county, state and federal governments, or any department or agency thereof, affecting improvements constructed within the MOB Property and shall, except as provided herein, be within the Shelby Parcel.

3.2 Anchoring to Existing Columns for Support. Prior to attachment of the abutting wall of the Addition to the MOB, Shelby shall provide detailed information concerning the attachment to SMCMOB concerning the methods of attachment and shall provide at the request

of SMC MOB an architect's or engineer's report stating that such attachment can be done without damage to the existing MOB or weakening of the structural integrity of the MOB. The attachments shall only be done to load bearing columns of the MOB that are of sufficient strength and construction to tolerate the additional stress load of the Addition. The penetration of the existing brick facade shall be done in a manner that will minimize damage to the existing MOB and disruption of operations at the existing MOB. All damage to the MOB in connection with the penetration and attachment shall be repaired by Shelby and Shelby shall be fully responsible for any damage that occurs to the MOB in connection with such attachment. In addition to the tie-in to the existing MOB's load bearing columns for the support of the abutting wall of the Addition, SMC MOB also agrees to allow Shelby to attach the roof line of the Addition to the abutting wall of the MOB and to otherwise cosmetically integrate the Addition into the abutting wall of the MOB such that it presents a fully integrated appearance between the MOB and the Addition that is cosmetically and visually appealing. The attachment of the roof line shall be done in a manner that minimizes damage to the MOB while at the same time presenting a roof line that will prevent the entrance of water and moisture into either the MOB or the Addition. The anchoring of the Addition wall to the MOB, the attachment of the roof line and the cosmetic integration of the building shall be at the sole cost and expense of Shelby and Shelby shall repair any damage to the MOB that occurs in connection with such connection and integration and shall be responsible for any leaks or other detrimental consequences (structural or cosmetic) resulting from such attachment and integration and for the maintenance of such tie-ins, anchors, flashings, gutters, roofing and other items used in connection with such attachment and integration. Shelby shall also be responsible for any increased costs of maintenance or repair to the MOB caused by the lack of access to the exterior of the MOB building by the construction of the Addition. Prior to commencing any of the attachment and integration activities provided for above, Shelby shall present SMC MOB with detailed copies of such plans as requested by SMC MOB who shall have the right to request reasonable changes thereto.

3.3 Construction. Shelby agrees that its construction activities shall not:

(a) materially interfere with the use, occupancy or enjoyment of any part of the SMC MOB Parcel by SMC MOB or its Permittees; provided, however, the parties agree and acknowledge that certain of the windows of the MOB shall be blocked in accordance with Section 2.1; or

(b) cause SMC MOB to be in violation of any law, rule, regulation, order or ordinance applicable to the SMC MOB Parcel of the city, county, state or federal government, any department or agency thereof.

3.4 Indemnification. Shelby agrees and acknowledges that it assumes all risks associated with the construction of the Addition and its attachment to and use of the MOB for support of the Addition and that Shelby hereby agrees to defend, indemnify and hold harmless SMC MOB from all claims, actions and proceedings and costs incurred in connection therewith (including reasonable attorney's fees and costs of suit) resulting from any accident, injury or loss

of damages whatsoever occurring to any Person or to the property of any Person arising out of or resulting from the performance of any construction activities performed or authorized by Shelby and for any and all damages caused to or suffered by the MOB or SMCMOB Parcel due to such attachment and integration. It is the intention of the parties hereto that SMCMOB not suffer any loss or damage due to its agreement to allow Shelby to attach the Addition to the MOB.

3.5 Reciprocal Agreement for Reconstruction. If the MOB has to be reconstructed, (i) Shelby hereby grants to SMCMOB the same rights and licenses as to the Shelby Parcel as are granted to Shelby as to the SMCMOB Parcel by SMCMOB in this Article 3 and (ii) SMCMOB hereby agrees to the same terms and conditions concerning the use of such rights and licenses as agreed to by Shelby in this Article 3; provided, however, SMCMOB shall have no obligations hereunder either rebuild the MOB or rebuild the MOB in such a manner as to provide the Addition with structural support or roof or cosmetic integration.

ARTICLE 4

MAINTENANCE AND REPAIR

After completion of construction of the Addition, each party covenants and agrees to maintain and keep their respective building improvements located on its Parcel maintained in the condition currently required of SMCMOB as to the MOB and Shelby as to the cross walk connector pursuant to the terms of the Ground Lease; provided, however, Shelby shall reimburse SMCMOB for any increase in repair or maintenance costs and expenses that result from the attachment and integration of the Addition to the MOB (including, but not limited to, those arising from difficulty in access to portions of the MOB due to the construction of the Addition).

ARTICLE 5

OPERATION OF THE MOB AND THE ADDITION

5.1 Taxes and Assessments. Each party shall pay, or cause to be paid prior to delinquency, all taxes and assessments with respect to its Parcel, the buildings and improvements located thereon and any personal property owned or leased by such party located thereon subject to the terms of the Ground Lease or any other existing agreements between the parties concerning the payment of taxes and assessments.

5.2 Liens. In the event any mechanic's lien is filed against the Parcel of one party as a result of services performed or materials furnished for the use of another party, the party permitting or causing such lien to be so filed agrees to cause such lien to be discharged prior to entry of final judgment (after all appeals) for the foreclosure of such lien and further agrees to indemnify, defend and hold harmless the other party and its Parcel against liability, loss, damage,

costs or expenses (including reasonable attorney's fees and cost of suit) on account of such claim of lien. Upon request of the party whose Parcel is subject to such lien, the party permitting or causing such lien to be filed agrees, within forty-five (45) days of the date of such request, to cause such lien to be released and discharged of record either by paying the indebtedness which gave rise to such lien or by posting bond or other security as shall be required by law to obtain such release and discharge. Nothing herein shall prevent a party permitting or causing such lien from contesting the validity thereof in any manner such party chooses so long as such contest is pursued with reasonable diligence. In the event such contest is determined adversely (allowing for appeal to the highest appellate court), such party shall promptly pay in full the required amount, together with any interest, penalties, costs or other charges necessary to release such lien.

5.3 Condemnation Proceeds. If any or all of the MOB is taken by condemnation or exercise of the rights of eminent domain, all of the awards applicable thereto shall be payable to SMCMOB and Shelby shall not be entitled to any portion thereof. If any of the Addition is taken by condemnation or exercise of the rights of eminent domain, all of the awards arising therefrom shall be payable to Shelby and SMCMOB shall not be entitled to any portion thereof. Shelby shall be deemed to be the owner of the tie-ins and anchors whereby the Addition is attached to the MOB for purposes of this Section.

ARTICLE 6

MISCELLANEOUS

6.1 Notices. All notices, demands, statements, and requests required or permitted to be given under this Agreement must be in writing and shall be deemed to have been properly given or served either by actual delivery by a nationally recognized overnight delivery service or as of the date the same is deposited in the United States mail, postage prepaid, by registered or certified mail, return receipt requested. The addresses of the signatories to this Agreement are set forth below their signature hereto.

Any party shall have the right from time to time and at any time, upon at least ten (10) days prior written notice thereof in accordance with the provisions hereof, to change its respective address and to specify any other address within the United States of America.

6.2 Approval Rights. Unless otherwise herein provided, whenever approval is required, such approval shall not be unreasonably delayed. Unless a provision is made for a specific time period, approval shall be given or withheld within thirty (30) days of the receipt of the request of approval. If approval is not given within the required time period, the requested party shall be deemed to disapprove. Except with respect to a disapproval given by lapse of time, all approvals and disapprovals shall be in writing.

6.3 Binding Effect. The terms of this Agreement shall constitute covenants running with the land and shall inure to the benefit of and be binding upon the signatories hereto and their respective successors and assigns who become parties hereunder. This Agreement is not intended to supersede, modify, amend or otherwise change the provisions of any prior instrument affecting the land burdened hereby except to the extent specifically provided for herein.

6.4 Singular and Plural. Whenever required by the context of this Agreement, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neuter genders, and vice versa.

6.5 Counterparts and Signature Pages. This Agreement may be executed in several counterparts, each of which shall be deemed an original. The signatures to this Agreement may be executed and notarized on separate pages and, when attached to this Agreement, shall constitute one complete document.

6.6 Negation of Partnership. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise.

6.7 Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of any Parcel or portion thereof to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided, no rights, privileges or immunities of any party hereto shall inure to the benefit of any third-party person, nor shall any third-party person be deemed to be a beneficiary of any of the provisions contained herein.

6.8 Severability. Invalidity of any of the provisions contained in this Agreement, or of the application thereof to any person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.

6.9 Amendments. This Agreement may be amended by, and only by, a written agreement signed by all of the then current parties. No consent of any occupant of the MOB or the Addition that is not a party to this Agreement shall ever be required, nor shall any such occupant or other person other than the parties hereto have any right to enforce any of the provisions hereof.

6.10 Captions. The captions preceding the text of each article and section are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of this Agreement.

6.11 Minimization of Damages. In all situations arising out of this Agreement, all parties shall attempt to avoid and minimize the damages resulting from the conduct of any other

party. Each party hereto shall take all reasonable measures to effectuate the provisions of this Agreement.

6.12 Time. Time is of the essence in this Agreement.

6.13 Non-Waiver. The failure of any party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

ARTICLE 7

TERM

This Agreement shall be effective as of the date first above written and shall continue in full force and effect until the termination of the Ground Lease. Upon termination of this Agreement, all rights and privileges derived from and all duties and obligations created and imposed by the provisions of this Agreement, shall terminate and have no further force or effect; provided, however, that the termination of this Agreement shall not limit or affect any remedy at law or in equity that a party may have against any other party with respect to any liability or obligation arising or to be performed under this Agreement prior to the date of such termination.

ARTICLE 8

GROUND LEASE

The terms and provisions of the Ground Lease shall continue to govern the subjects addressed therein and the execution of this Agreement shall not limit or modify the respective rights and obligations of the parties hereto pursuant to the terms of the Ground Lease on the other pre-existing agreements between the parties, except as specifically provided for herein.

ARTICLE 9

LEASEHOLD MORTGAGOR

SouthTrust Bank, National Association joins in the execution of this Agreement in its capacity as the holder of a Mortgage on the SMCMOB Parcel for the sole purpose of consenting to the easements and other rights granted in the SMCMOB Parcel and the MOB hereunder and its acknowledgment that this Agreement shall constitute a Permitted Exception under the Mortgage. SouthTrust Bank, National Association shall have no other obligations or liabilities due to its execution hereof. Shelby and SMCMOB hereby acknowledge and agree that SouthTrust Bank, National Association has rights under this Agreement pursuant to its Mortgage on the SMCMOB Parcel.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the day and year first above written.

SMCMOB, L.L.C.

By: [Signature]
(Print Name) JM Johnson
Its: Mgr Member

BAPTIST HEALTH SYSTEM, INC. d/b/a
SHELBY BAPTIST MEDICAL CENTER

By: [Signature]
(Print Name) Charles C Colvin
Its: Pres. SBMC

SOUTHTRUST BANK, NATIONAL ASSOCIATION

By: [Signature]
(Print Name) James A. Barnes
Its: Group Vice President

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that J.M. JOHNSON, whose name as MANAGING MEMBER of SMCMOB, L.L.C., an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 10th day of MAY, 2001.

[Signature]
Notary Public

AFFIX SEAL

My commission expires: _____

Notary Public, Jefferson County, Alabama
My Commission Expires March 10, 2004

STATE OF ALABAMA)
Shelby COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Charles C. Colver, whose name as President of BAPTIST HEALTH SYSTEM, INC. d/b/a SHELBY BAPTIST MEDICAL CENTER, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 7th day of May, 2001.

Donna K. Falkner

Notary Public

AFFIX SEAL

My commission expires: 11-13-2001

STATE OF Alabama)
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that James A. Barnes, whose name as Comptroller President of SOUTHTRUST BANK, NATIONAL ASSOCIATION, a national banking association, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said banking association.

Given under my hand and official seal, this the 30th day of April, 2001.

Elizabeth A. Cunningham

Notary Public

AFFIX SEAL

My commission expires: 11/10/2005

This Instrument Was Prepared By:
Randall H. Morrow, Esq.
MAYNARD, COOPER & GALE, P.C.
1901 Sixth Avenue North, Suite 2400
Birmingham, Alabama 35203

EXHIBIT A

Shelby Parcel

A tract of land situated in the W 1/2 of the SW 1/4 of the NW 1/4 of Section 36, and the E 1/2 of the SE 1/4 of the NE 1/4 of Section 35, Township 20 South, Range 3 West, being more particularly described as follows:

Commence at the NW corner of the SW 1/4 of the NW 1/4 of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama, and run in an Easterly direction along the North line of said 1/4 1/4 Section, a distance of 316.21 feet to a point; thence turn a deflection angle of 89 deg. 40 min. to the right and run in a Southerly direction a distance of 251.34 feet to the point of beginning; thence continue in a Southerly direction along the projection of the last described course a distance of 275.00 feet to a point; thence turn an interior angle of 88 deg. 40 min. 30 sec. and run to the right in a Westerly direction a distance of 410.83 feet to a point on the East right of way line of U. S. Highway No. 31; thence turn an interior angle of 84 deg. 02 min. 30 sec. and run to the right in a Northerly direction along the East right of way line of said U. S. Highway No. 31 a distance of 151.10 feet to the P. C. of a curve; thence continue in a Northerly direction along the East right of way line of said U. S. Highway No. 31 and along the arc of a curve to the right, having a central angle of 1 deg. 16 min. 30 sec. and a radius of 5,629.58 feet a distance of 125.37 feet to a point on the curve; thence turn an interior angle of 97 deg. 14 min. 00 sec. (angle measured from tangent) and run to the right in an Easterly direction a distance of 374.43 feet to the point of beginning; being situated in Shelby County, Alabama.

and

A portion of the E 1/2 of SE 1/4 of NE 1/4 of Section 35, Township 20 South, Range 3 West, and a portion of the W 1/2 of SW 1/4 of NW 1/4 of Section 36, Township 20 South, Range 3 West, of Huntsville Principal Meridian, Shelby County, Alabama, being more particularly described as follows:

Begin at the SE corner of the E 1/2 of SE 1/4 of NE 1/4 of said Section 35; thence in Westerly direction along South boundary line of E 1/2 of SE 1/4 of NE 1/4 of Section 35, 197.24 feet to the point of intersection with the arc of a curve turning to the left, which is Easterly boundary of right of way of U. S. Highway No. 31, said arc having a radius of 38,287.20 feet, and being subtended by a central angle of 0 deg. 12 min. 38 sec., having a chord of 140.68 feet in length, said chord forming an angle of 96 deg. 04 min. 19 sec. to the right from last mentioned course, having a length of 197.24 feet; thence along said arc of said curve 140.68 feet to the point of intersection with a straight line tangent to said arc; thence continuing along said straight line which is Easterly boundary of said Highway right of way 659.32 feet; thence turning an angle of 84 deg. 00 min. 30 sec. to the right in an Easterly direction 94.68 feet to the point of intersection with East boundary line of said Section 35; thence continuing East into Section 36, Township 20 South, Range 3 West, along said last mentioned course which is a straight line 659.49 feet to the point of intersection with the East boundary of W 1/2 of SW 1/4 of NW 1/4 of Section 36, Township 20 South, Range 3 West; thence turning an angle of 88 deg. 40 min. 30 sec. to the right in Southerly direction along East boundary of said W 1/2 of SW 1/4 of NW 1/4 of said Section 36, 795.80 feet to the Southeast corner of W 1/2 of SW 1/4 of NW 1/4 of said Section 36; thence turning an angle of 91 deg. 19 min. 30 sec. to the right along South boundary of W 1/2 of SW 1/4 of NW 1/4 of said Section 36, 659.16 feet to the point of beginning; being situated in Shelby County, Alabama.

EXHIBIT A

Shelby Parcel (Continued)

Less and except the following:

A tract of land situated in the SW 1/4 of the NW 1/4 of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:
Commence at the NW corner of the SW 1/4 of the NW 1/4 of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama, said corner being marked by a one and one-half inch crimped pipe, and run in an Easterly direction along the accepted North line of said 1/4 1/4 Section a distance of 316.16 feet to a one inch crimped pipe; thence deflect 88 deg. 34 min. 47 sec. and run to the right in a Southerly direction a distance of 604.16 feet to a point; thence deflect 97 deg. 24 min. 49 sec. and run to the right in a Northwesterly direction a distance of 140.68 feet to the point of beginning of herein described tract; thence deflect 90 deg. 00 min. 00 sec. and run to the left in a Southwesterly direction a distance of 189.17 feet to a point; thence turn an interior angle of 90 deg. 00 min. 00 sec. and run to the right in a Northwesterly direction a distance of 102.94 feet to a point; thence turn an interior angle of 90 deg. 00 min. 00 sec. and run to the right in a Northeasterly direction a distance of 189.17 feet to a point; thence turn an interior angle of 90 deg. 00 min. 00 sec. and run to the right in a Southeasterly direction a distance of 102.94 feet to the point of beginning; being situated in Shelby County, Alabama.

Provided, however, the following tract shall be excluded from the foregoing less and except parcel and shall therefore be included in the aforescribed Shelby Parcel

A parcel of land situated in the Southwest Quarter of the Northwest Quarter of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama being more particularly described as follows:

Commence at the Northwest corner of the Northwest quarter of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama said corner being marked by a one and one-half inch crimped pipe, and run in an Easterly Direction along the accepted North line of said Quarter - Quarter Section a distance of 316.16 Feet to a Point; Thence deflect 88°34'47" to the right and run in a Southerly direction a distance of 604.16 feet to a point; Thence deflect 97°24'49" to the right and run in a Northwesterly direction a distance of 243.62 feet to a point; Thence deflect 90°00'00" to the left and run in a Southwesterly direction a distance of 184.17 feet to the Point of Beginning of the herein described parcel; Thence deflect 90°00'00" to the left and run in a Southeasterly direction a distance of 97.94 feet to a point; Thence deflect 90°00'00" to the left and run in a Northeasterly direction a distance of 43.22 feet to a point; Thence deflect 90°00'00" to the right and run in a Southeasterly direction a distance of 5.0 feet to a point; Thence deflect 90°00'00" to the right and run in a Southwesterly direction a distance of 48.22 feet to a point; Thence deflect 90°00'00" to the right and run in a Northwesterly direction a distance of 102.94 feet to a point; Thence deflect 90°00'00" to the right and run in a Northeasterly direction a distance of 5.00 feet to the Point of Beginning of the herein described parcel containing 730.80 square fee more or less.

EXHIBIT B

SMCMOB Parcel

A tract of land situated in the SW 1/4 of the NW 1/4 of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of the SW 1/4 of the NW 1/4 of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama, said corner being marked by a one and one-half inch crimped pipe, and run in an Easterly direction along the accepted North line of said 1/4 1/4 section a distance of 316.16 feet to a one inch crimped pipe, thence deflect 88 deg. 34 min. 47 sec. and run to the right in a Southerly direction a distance of 604.16 feet to a point, thence deflect 97 deg. 24 min. 49 sec. and run to the right in a Northwesterly direction a distance of 140.68 feet to the point of beginning of herein described tract; thence deflect 90 deg. 00 min. 00 sec. and run to the left in a Southwesterly direction a distance of 189.17 feet to a point; thence turn an interior angle of 90 deg. 00 min. 00 sec. and run to the right in a Northwesterly direction a distance of 102.94 feet to a point; thence turn an interior angle of 90 deg. 00 min. 00 sec. and run to the right in a Northeasterly direction a distance of 189.17 feet to a point, thence turn an interior angle of 90 deg. 00 min. 00 sec. and run to the right in a Southeasterly direction a distance of 102.94 feet to the point of beginning; being situated in Shelby County, Alabama.

and

A tract of land situated in the SW 1/4 of the NW 1/4 of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the NW corner of the SW 1/4 of the NW ^{1/4}~~corner~~ of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama said corner being marked by a one and one-half inch crimped pipe, and run in an Easterly direction along the accepted North line of said 1/4-1/4 section a distance of 316.16 feet to a one inch crimped pipe, thence deflect 88 deg. 34 min. 47 sec. to the right and run in a Southeasterly direction a distance of 572.78 feet to a point; thence deflect 97 deg. 24 min. 49 sec. to the right and run in a Northwesterly direction a distance of 115.45 feet to the Point of Beginning of the herein described tract; thence deflect 90 deg. 00 min. 00 sec. to the left and run in a Southwesterly direction a distance of 152.64 feet to a point; thence deflect 90 deg. 00 min. 00 sec. to the right and run in a Northwesterly direction a distance of 22.48 feet to a point; thence deflect 90 deg. 00 min. 00 sec. to the right and run in a Northeasterly direction a distance of 122.02 feet to a point; thence deflect 90 deg. 00 min. 00 sec. to the left and run in a Northwesterly direction a distance of 102.94 feet to a point; thence deflect 90 deg. 00 min. 00 sec. to the left and run in a Southwesterly direction a distance of 11.04 feet to a point; thence deflect 90 deg. 00 min. 00 sec. to the right and run in a Northwesterly direction a distance of 27.83 feet to a point; thence deflect 90 deg. 00 min. 00 sec. to the right and run in a Northeasterly direction a distance of 41.66 feet to a point; thence deflect 90 deg. 00 min. 00 sec. to the right and run in a Southeasterly direction a distance of 153.25 feet to the Point of Beginning.

**SMCMOB Parcel
Legal Description**

(Continued)

Less and except the following:

A parcel of land situated in the Southwest Quarter of the Northwest Quarter of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama being more particularly described as follows:

Commence at the Northwest corner of the Northwest quarter of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama said corner being marked by a one and one-half inch crimped pipe, and run in an Easterly Direction along the accepted North line of said Quarter - Quarter Section a distance of 316.16 Feet to a Point; Thence deflect $88^{\circ}34'47''$ to the right and run in a Southerly direction a distance of 604.16 feet to a point; Thence deflect $97^{\circ}24'49''$ to the right and run in a Northwesterly direction a distance of 243.62 feet to a point; Thence deflect $90^{\circ}00'00''$ to the left and run in a Southwesterly direction a distance of 184.17 feet to the Point of Beginning of the herein described parcel; Thence deflect $90^{\circ}00'00''$ to the left and run in a Southeasterly direction a distance of 97.94 feet to a point; Thence deflect $90^{\circ}00'00''$ to the left and run in a Northeasterly direction a distance of 43.22 feet to a point; Thence deflect $90^{\circ}00'00''$ to the right and run in a Southeasterly direction a distance of 5.0 feet to a point; Thence deflect $90^{\circ}00'00''$ to the right and run in a Southwesterly direction a distance of 48.22 feet to a point; Thence deflect $90^{\circ}00'00''$ to the right and run in a Northwesterly direction a distance of 102.94 feet to a point; Thence deflect $90^{\circ}00'00''$ to the right and run in a Northeasterly direction a distance of 5.00 feet to the Point of Beginning of the herein described parcel containing 730.80 square fee more or less.

EXHIBIT C

Site Plan

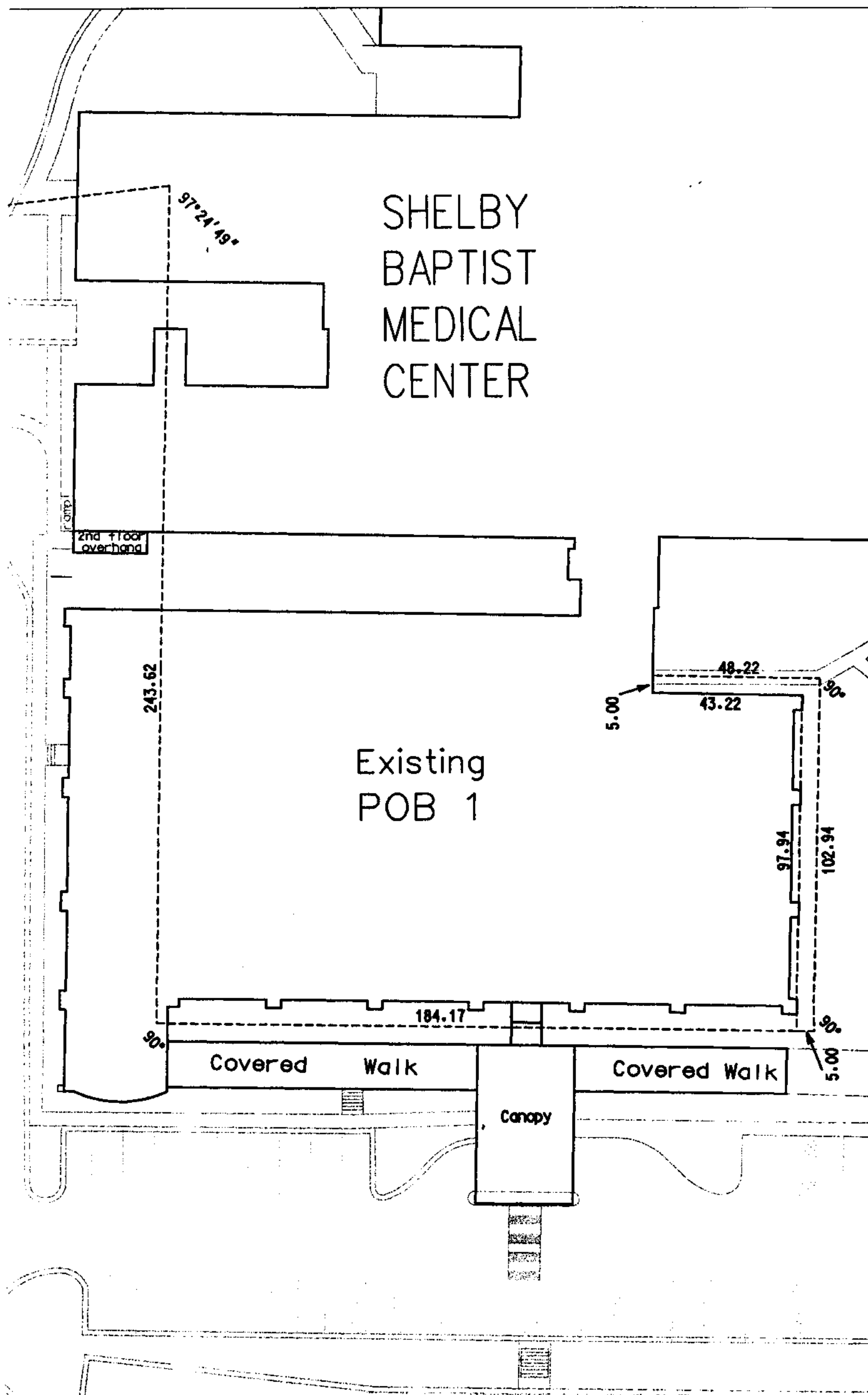


EXHIBIT D

Common Boundary Line

A boundary line situated in the Southwest Quarter of the Northwest Quarter of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama being more particularly described as follows:

Commence at the Northwest corner of the Northwest quarter of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama said corner being marked by a one and one-half inch crimped pipe, and run in an Easterly Direction along the accepted North line of said Quarter - Quarter Section a distance of 316.16 Feet to a Point; Thence deflect $88^{\circ}34'47''$ to the right and run in a Southerly direction a distance of 604.16 feet to a point; Thence deflect $97^{\circ}24'49''$ to the right and run in a Northwesterly direction a distance of 243.62 feet to a point; Thence deflect $90^{\circ}00'00''$ to the left and run in a Southwesterly direction a distance of 184.17 feet to the Point of Beginning of the herein described line; Thence deflect $90^{\circ}00'00''$ to the left and run in a Southeasterly direction a distance of 97.94 feet to a point; Thence deflect $90^{\circ}00'00''$ to the left and run in a Northeasterly direction a distance of 43.22 feet to a point.

Inst # 2001-24607

00667798.1

**06/15/2001-24607
08:35 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
018 NB 62.00**