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Shelby Cnty Judge of Probate, AL
06/05/2002 09:17:00 FILED/CERTIFIED

Document Prepared By and
When Recorded, Return To:

Daniel B. Gail
Gail & Associates, P.C.
600 East Las Colinas Blvd.
Suite 550
Irving, Texas 75039

MEADOW LAKE BP, LLC
(Assignor)

to

ARCHON FINANCIAL, L.P.
(Assignee)

ASSIGNMENT OF LEASES AND RENTS

Dated to be effective as of June 4, 2002

Property Location: 3000-4000 Meadow Lake Drive
Hoover, Alabama 35242

THIS ASSIGNMENT OF LEASES AND RENTS ("Assignment") made to be effective as of June 4, 2002, by **MEADOW LAKE BP, LLC**, an Alabama limited liability company, having its principal place of business at 951 18th Street South, Suite 200, Birmingham, Alabama 35205, ("Assignor") to **ARCHON FINANCIAL, L.P.**, a Delaware limited partnership, having its principal place of business at 600 East Las Colinas Boulevard, Suite 800, Irving, Texas 75039 ("Assignee").

W I T N E S S E T H:

THAT Assignor for good and valuable consideration, receipt whereof is hereby acknowledged, hereby grants, transfers and absolutely and unconditionally assigns to Assignee the entire lessor's interest in and to all current and future leases and other agreements affecting the use, enjoyment, or occupancy of all or any part of that certain lot or piece of land, more particularly described in Exhibit A annexed hereto and made a part hereof, together with the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located thereon (hereinafter collectively referred to as the "Mortgaged Property");

TOGETHER WITH all other leases and other agreements affecting the use, enjoyment or occupancy of any part of the Mortgaged Property now or hereafter made affecting the Mortgaged Property or any portion thereof, together with any extensions or renewals of the same, this Assignment of other present and future leases and present and future agreements being effective without further or supplemental assignment;

The leases and other agreements described above together with all other present and future leases and present and future agreements and any extension or renewal of the same are hereinafter collectively referred to as the "Leases";

TOGETHER WITH all accounts, deposits, rents, income, issues, revenues, receipts, insurance proceeds and profits arising from the Leases and renewals thereof and together with all rents, income, issues and profits (including, but not limited to, all oil and gas or other mineral royalties and bonuses) from the use, enjoyment and occupancy of the Mortgaged Property, or the sale, lease, sublease, license, concession or other grant of right to use or occupy any portion thereof, vending machine proceeds, and any compensation received for the rendering of services by Assignor (hereinafter collectively referred to as the "Rents").

THIS ASSIGNMENT is made in consideration of that certain mortgage loan made by Assignee to Assignor evidenced by that certain note made by Assignor to Assignee, dated the date hereof, in the principal sum of \$2,976,000.00 (the "Note"), and secured by that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing given by Assignor to Assignee, dated the date hereof covering the Mortgaged Property and intended to be duly recorded (the "Mortgage").

The principal sum, interest and all other sums due and payable under the Note and Mortgage are hereinafter collectively referred to as the "Debt". This Assignment, the Note, the Mortgage and

any other documents now or hereafter executed by Assignor and/or others and by or in favor of Assignee which evidences, secures or guarantees all or any portion of the payments due under the Note or otherwise is executed and/or delivered in connection with the Note and the Mortgage are hereinafter referred to as the "Loan Documents".

ASSIGNOR WARRANTS that (i) Assignor is the sole owner of the entire lessor's interest in the Leases; (ii) to Assignor's knowledge, the Leases are valid, enforceable and in full force and effect and have not been altered, modified or amended in any manner whatsoever except as disclosed in writing to Assignee on or prior to the date hereof; (iii) none of Assignor's interests in the Leases or Rents have been assigned or otherwise pledged or hypothecated, except such prior assignment, pledge or hypothecation that has been fully terminated and released of record as of the date hereof; (iv) none of the Rents due under the Leases has been collected for more than one (1) month in advance; (v) Assignor has full power and authority to execute and deliver this Assignment and the execution and delivery of this Assignment have been duly authorized and do not conflict with or constitute a default under any law, judicial order or other agreement affecting Assignor or the Mortgaged Property; (vi) except as explicitly disclosed to Assignee on the certified rent roll last delivered by Assignor to Assignee, the premises demised under the Leases have been completed and the tenants under the Leases have accepted the same and have taken possession of the same on a rent-paying basis; and (vii) except as explicitly disclosed to Assignee on the certified rent roll last delivered by Assignor to Assignee, no tenant under any Lease has advised Assignor as of the date hereof that the lessor under any Lease is in default of any of lessor's obligations under such Lease or that there exist any offsets or defenses to the payment of any portion of the Rents.

ASSIGNOR COVENANTS AND AGREES with Assignee (i) to perform punctually all obligations and agreements to be performed by it as lessor or party thereto under the Leases; (ii) to do all things necessary or appropriate in the ordinary course of its business to compel performance by each other party to each Lease of such other party's obligations and agreements thereunder; (iii) not to collect any of the Rents due under the Leases more than one (1) month in advance; (iv) not to execute any other assignment of lessor's interest in the Leases or the Rents; (v) not to permit any subletting of any space covered by a Lease or an assignment of the tenant's rights under a Lease except in strict accordance with the terms of such Lease; and (vi) except as otherwise permitted hereunder, not to give any notice, approval or consent or exercise any rights under or in respect of any Lease, which action, omission, notice, approval, consent or exercise of rights would release any tenant or other party from, or reduce any tenant's or any other party's obligations or liabilities under, or would result in the termination, surrender or assignment of, or the amendment or modification of in any material adverse respect, or would impair the validity of, any Lease, if any of the foregoing would affect the Mortgaged Property in any material adverse respect, without the prior written consent of Assignee, and any attempt to do any of the foregoing without such consent shall be of no force and effect.

ASSIGNOR FURTHER COVENANTS AND AGREES with Assignee that (i) Assignor will promptly deliver to Assignee a copy of any notice from any other party to any Lease in any such case claiming that Assignor is in default in the performance or observance of any of the terms, covenants or conditions thereof to be performed or observed by Assignor; (ii) Assignor will use commercially

reasonable efforts to provide in each Lease executed after the date hereof that any party delivering any such notice shall send a copy of such notice directly to Assignee; and (iii) following Assignee's written request, Assignor will deliver to Assignee a duplicate original or certified copy of each Lease covering any portion of the Mortgaged Property.

ASSIGNOR FURTHER COVENANTS AND AGREES with Assignee that (i) Assignor will not enter into any Lease after the date hereof that would, evaluated alone or in conjunction with any then existing Lease, result in any material impairment of the fair market value, as of the date such Lease is executed by Assignor, of the Mortgaged Property, (ii) Assignor may enter into any Lease which is not inconsistent with the provisions of this Assignment and the other applicable provisions of the Mortgage and the other Loan Documents, if any; (iii) each Lease entered into after the date hereof and each renewal or extension on or after the date hereof of any Lease (a "Renewal Lease") shall (A) be with a tenant with experience in the business to be conducted at the space to be covered by such Lease, (B) be with a tenant whom Assignor has reasonably determined is creditworthy in light of the financial obligations to be assumed by such tenant under the Lease or Renewal Lease, (C) have an initial term of not less than three (3) or more than ten (10) years, (D) provide for rent and other items to be payable in amounts at least equal to the fair market rental value (taking into account the type and quality of the tenant and the space covered by such Lease), as of the date such Lease or Renewal Lease is executed by Assignor (unless, in the case of a Renewal Lease, the rent payable during such renewal, or a formula or other method to compute such rent, is provided for in the original Lease), (E) not have a material adverse effect on the value of the Mortgaged Property as a whole or the ability of Assignor to pay the Debt, (F) constitute an arm's-length transaction with a bona fide, independent third party, (G) be expressly subject and subordinate to the Mortgage and contain provisions for the agreement by the tenant thereunder to attorn to Assignee and any purchaser at a foreclosure sale, such attornment to be self-executing and effective upon acquisition of title to the Mortgaged Property by any purchaser at a foreclosure sale, (H) require the tenant thereunder to execute and deliver to Assignor an estoppel certificate addressing the issues set forth in Paragraph 12(b) of the Mortgage, and (I) be written on the standard form of lease (without any material changes) approved in writing by Assignee. Subject to the provisions below covering Material Leases, Assignor may, without the consent of Assignee, amend, modify or waive the provisions of any Lease, provided that such action is in the normal course of Assignor's business in a manner which is consistent with sound and customary leasing and management practices for similar properties in the community in which the Mortgaged Property is located, does not have a material adverse effect upon the value of any of the Mortgaged Property, and provided further that such Lease, as amended, modified or waived, is otherwise in compliance with the requirements of this Assignment, the Mortgage and the other Loan Documents, as applicable. Following Assignee's written request, Assignor shall deliver to Assignee a duplicate original or certified copy of the amendment, modification or waiver. Subject to the provisions below covering Material Leases, Assignor may terminate or permit the termination of any Lease or accept surrender of all or any portion of the space demised under any Lease or acquire any Lease or reduce the rentals reserved under or shorten the term of any Lease so long as such action is in the normal course of Assignor's business in a manner which is consistent with sound and customary leasing and management practices for similar properties in the community in which the Mortgaged Property is located, and does not materially adversely affect the value of the Mortgaged Property (taking into account the

planned alternative uses of the space) or the ability of Assignor to pay the Debt. All Leases and Renewal Leases, and amendments, modifications, terminations or waivers thereof not meeting the foregoing requirements may not be entered into by Assignor without the prior written approval of Assignee.

ASSIGNOR FURTHER COVENANTS AND AGREES with Assignee that Assignor shall not enter into any Lease with an affiliate of Assignor without the prior written consent of Assignee. Assignor shall not enter into any Lease that grants the tenant thereunder a right or option to purchase all or any portion of the Mortgaged Property.

ASSIGNOR FURTHER COVENANTS AND AGREES with Assignee that notwithstanding anything contained herein to the contrary, Assignor shall not, without the prior written consent of Assignee, enter into, renew, extend, amend, modify, waive any provisions of, terminate, permit the termination of, or accept surrender of all or any portion of the space demised under, any Material Lease, except in strict accordance with the express terms of such Material Lease. The term "Material Lease" means any existing Lease that covers or proposed lease agreement that would cover more than 3,500 rentable square feet of the Mortgaged Property or would account for more than ten percent (10%) of the total gross base rental revenues derived from all Leases. Nothing in this subparagraph shall prohibit Assignor from accepting a tenant's election of a right to extend the term of any Material Lease existing as of the date hereof or which Material Lease is subsequently approved by Assignee pursuant to the terms hereof if such right to extend is expressly provided for in such Material Lease, the exercise of such right is at the sole option of the tenant thereunder and the length of the extended term and the rental to be paid during the extended term are fixed amounts set forth in such Material Lease.

ASSIGNOR FURTHER COVENANTS AND AGREES with Assignee that any Lease, Renewal Lease, Material Lease, or modification, amendment, waiver, renewal or extension of a Lease or Material Lease, except as otherwise strictly provided for under the express terms of such Lease, that may not be entered into by Assignor under this Assignment without the prior approval of Assignee (a "Lease Under Review") must be submitted to Assignee together with a comparison of such Lease Under Review compared against the standard form of lease then being used by Assignor. Assignee shall have fifteen (15) days after its acknowledged receipt of a Lease Under Review to approve or disapprove the same or to request additional information or materials in connection with its review (the "Additional Due Diligence Material"). Assignee may disapprove a Lease Under Review for, among other reasons, that it reasonably determines based upon its own review and investigation that the proposed tenant is not sufficiently creditworthy in light of the obligations to be undertaken by such tenant under the Lease Under Review. If Assignee disapproves a Lease Under Review, Assignee shall provide Assignor with a written explanation of the reasons for disapproval. If Assignee has not approved or disapproved a Lease Under Review within fifteen (15) days of its acknowledged receipt of such Lease Under Review or of the Additional Due Diligence Material, if any, Assignee requested as provided above, then such Lease Under Review shall be deemed approved.

ASSIGNOR FURTHER COVENANTS AND AGREES with Assignee that if Assignor becomes aware that any tenant proposes to do, or is doing, any act or thing which may give rise to any right of set-off against Rent, Assignor shall (i) take such steps as shall be reasonably calculated to prevent the accrual of any right to a set-off against Rent, (ii) notify Assignee thereof and of the amount of said set-offs, and (iii) within ten (10) days after such accrual for a valid set-off, reimburse the tenant who shall have acquired such right to set-off or take such other steps as shall effectively discharge such set-off and as shall effectively assure that Rents thereafter due shall continue to be payable without set-off or deduction.

THIS ASSIGNMENT is made on the following terms, covenants and conditions:

1. **Present Assignment.** Assignor does hereby absolutely and unconditionally assign to Assignee Assignor's right, title and interest in all current and future Leases and Rents, it being intended by Assignor that this assignment constitutes a present, absolute and unconditional assignment and not an assignment for additional security only. Such assignment to Assignee shall not be construed to bind Assignee to the performance of any of the covenants, conditions, or provisions contained in any such Lease or otherwise to impose any obligation upon Assignee. Assignor agrees to execute and deliver to Assignee such additional instruments, in form and substance satisfactory to Assignee, as may hereinafter be requested by Assignee to further evidence and confirm said assignment. Nevertheless, subject to the terms of this paragraph, Assignee grants to Assignor a revocable license to operate and manage the Mortgaged Property and to collect the Rents. Assignor shall hold the Rents, or a portion thereof, sufficient to discharge all current sums due on the Debt for use in the payment of such sums. Upon an Event of Default (as defined in the Mortgage), the license granted to Assignor herein shall automatically be revoked by Assignee and Assignee shall immediately be entitled to receive and apply all Rents, whether or not Assignee enters upon and takes control of the Mortgaged Property. Assignee is hereby granted and assigned by Assignor the right, at its option, upon the revocation of the license granted herein to enter upon the Mortgaged Property in person, by agent or by court-appointed receiver to collect the Rents. Any Rents collected after the revocation of the license herein granted may be applied toward payment of the Debt in such priority and proportion as Assignee, in its discretion, shall deem proper.

2. **Remedies of Assignee.** Upon or at any time after an Event of Default, Assignee may, at its option, without waiving such Event of Default, without notice and without regard to the adequacy of the security for the Debt, either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, take possession of the Mortgaged Property and have, hold, manage, lease and operate the Mortgaged Property on such terms and for such period of time as Assignee may deem proper and either with or without taking possession of the Mortgaged Property in its own name, demand, sue for or otherwise collect and receive all Rents, including those past due and unpaid, with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Assignee and may apply the Rents to the payment of the following in such order and proportion as Assignee in its sole discretion may determine, any law, custom or use to the contrary notwithstanding: (a) all expenses of managing and securing the Mortgaged Property, including, without being limited thereto, the salaries, fees and wages of a managing agent and such other employees or agents as Assignee may

deem necessary or desirable and all expenses of operating and maintaining the Mortgaged Property, including, without being limited thereto, all taxes, charges, claims, assessments, water charges, sewer rents and any other liens, and premiums for all insurance which Assignee may deem necessary or desirable, and the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Mortgaged Property; and (b) the Debt, together with all costs and attorneys' fees. In addition to the rights which Assignee may have herein, upon the occurrence of an Event of Default, Assignee, at its option, may either require Assignor to pay monthly in advance to Assignee, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Mortgaged Property as may be in possession of Assignor or require Assignor to vacate and surrender possession of the Mortgaged Property to Assignee or to such receiver and, in default thereof, Assignor may be evicted by summary proceedings or otherwise. Additionally, Assignee shall have the right to establish a lock box for the deposit of all Rents and other receivables of Assignor relating to the Mortgaged Property. For purposes of paragraphs 1 and 2 hereof, Assignor grants to Assignee its irrevocable power of attorney, coupled with an interest, to take any and all of the aforementioned actions and any or all other actions designated by Assignee for the proper management and preservation of the Mortgaged Property. The exercise by Assignee of the option granted it in this paragraph and the collection of the Rents and the application thereof as herein provided shall not be considered a waiver of any default by Assignor under the Note, the Mortgage, the Leases, this Assignment or the other Loan Documents.

3. No Liability of Assignee. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Mortgaged Property after an Event of Default or from any other act or omission of Assignee in managing the Mortgaged Property after an Event of Default. Assignee shall not be obligated to perform or discharge any obligation, duty or liability under the Leases or under or by reason of this Assignment and Assignor shall, and hereby agrees, to indemnify Assignee for, and to hold Assignee harmless from, any and all liability, loss or damage which may or might be incurred under the Leases or under or by reason of this Assignment and from any and all claims and demands whatsoever, including the defense of any such claims or demands which may be asserted against Assignee by reason of any alleged obligations and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases. Should Assignee incur any such liability, the amount thereof, including costs, expenses and attorneys' fees, shall be secured hereby and by the Mortgage and the other Loan Documents and Assignor shall reimburse Assignee therefor immediately upon demand and upon the failure of Assignor to do so Assignee may, at its option, declare all sums secured hereby, the Note, the Mortgage and the other Loan Documents immediately due and payable. This Assignment shall not operate to place any obligation or liability for the control, care, management or repair of the Mortgaged Property upon Assignee, nor for the carrying out of any of the terms and conditions of the Leases; nor shall it operate to make Assignee responsible or liable for any waste committed on the Mortgaged Property by the tenants or any other parties, or for any dangerous or defective condition of the Mortgaged Property, including, without limitation, the presence of any Hazardous Substances (as defined in the Mortgage), or for any gross negligence in the management, upkeep, repair or control of the Mortgaged Property resulting in loss or injury or death to any tenant, licensee, employee or stranger.

4. **Notice to Tenants.** Assignor hereby authorizes and directs the tenants named in the Leases or any other or future tenants or occupants of the Mortgaged Property upon receipt from Assignee of written notice to the effect that the Assignee is then the holder of the Note and that an Event of Default exists thereunder or under this Assignment, the Note, the Mortgage or the other Loan Documents to pay over to Assignee all Rents and to continue so to do until otherwise notified by Assignee.

5. **Other Security.** Assignee may take or release other security for the payment of the Debt, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the reduction or satisfaction of the Debt without prejudice to any of its rights under this Assignment.

6. **Other Remedies.** Nothing contained in this Assignment and no act done or omitted by Assignee pursuant to the power and rights granted to Assignee hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under the Note, the Mortgage or the other Loan Documents and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms thereof. The right of Assignee to collect the Debt and to enforce any other security therefor held by it may be exercised by Assignee either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

7. **No Mortgagee in Possession.** Nothing herein contained shall be construed as constituting Assignee a "mortgagee in possession" in the absence of the taking of actual possession of the Mortgaged Property by Assignee. In the exercise of the powers herein granted Assignee, no liability shall be asserted or enforced against Assignee, all such liability being expressly waived and released by Assignor.

8. **Conflict of Terms.** In case of any conflict between the terms of this Assignment and the terms of the Mortgage, the terms of the Mortgage shall prevail.

9. **No Oral Change.** This Assignment and any provisions hereof may not be modified, amended, waived, extended, changed, discharged or terminated orally, or by any act or failure to act on the part of Assignor or Assignee, but only by an agreement in writing signed by the party against whom the enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

10. **Certain Definitions.** Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Assignment may be used interchangeable in singular or plural form and the word "Assignor" shall mean each Assignor and any subsequent owner or owners of the Mortgaged Property or any part thereof or any interest therein, the word "Assignee" shall mean Assignee and any subsequent holder of the Note, the word "Note" shall mean the Note and any other evidence of indebtedness secured by the Mortgage, the word "person" shall include an individual, corporation, partnership, trust, unincorporated association, government, governmental authority, and any other entity, the words "Mortgaged Property" shall include any portion of the Mortgaged Property and any interest therein; whenever the context may require, any

pronouns used herein shall include the corresponding masculine, feminine or neuter forms; and the singular form of nouns and pronouns shall include the plural and vice versa.

11. **Non-Waiver.** The failure of Assignee to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Assignment. Assignor shall not be relieved of Assignor's obligations hereunder by reason of (i) failure of Assignee to comply with any request of Assignor or any other party to take any action to enforce any of the provisions hereof or of the Mortgage, the Note or the other Loan Documents, (ii) the release regardless of consideration, of the whole or any part of the Mortgaged Property, or (iii) any agreement or stipulation by Assignee extending the time of payment or otherwise modifying or supplementing the terms of this Assignment, the Note, the Mortgage or the other Loan Documents. Assignee may resort for the payment of the Debt to any other security held by Assignee in such order and manner as Assignee, in its discretion, may elect. Assignee may take any action to recover the Debt, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Assignee thereafter to enforce its rights under this Assignment. The rights of Assignee under this Assignment shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Assignee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

12. **Inapplicable Provisions.** If any term, covenant or condition of this Assignment is held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision.

13. **Duplicate Originals.** This Assignment may be executed in any number of duplicate originals and each such duplicate original shall be deemed to be an original.

14. **Governing Law.** This Assignment shall be governed and construed in accordance with the laws of the State in which the real property encumbered by the Mortgage is located.

15. **Termination of Assignment.** Upon payment in full of the Debt and the delivery and recording of a satisfaction, release, reconveyance or discharge of the Mortgage duly executed by Assignee, this Assignment shall become and be void and of no effect.

16. **WAIVER OF JURY TRIAL.** ASSIGNOR HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS ASSIGNMENT, THE MORTGAGE OR THE OTHER LOAN DOCUMENTS OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY ASSIGNOR, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO TRIAL BY JURY WOULD OTHERWISE ACCRUE. ASSIGNEE IS HEREBY AUTHORIZED TO FILE A

COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY ASSIGNOR.

17. Recourse Provisions. The terms and provisions of Paragraph 50 of the Mortgage are hereby incorporated herein by this reference for all purposes.

THIS ASSIGNMENT shall inure to the benefit of Assignee and any subsequent holder of the Note and shall be binding upon Assignor, and Assignor's heirs, executors, administrators, successors and assigns and any subsequent owner of the Mortgaged Property.


The remainder of this page is left blank. The signature page(s) follow.

EXECUTED on the date set forth in the acknowledgment below, to be effective on and as of the date first above written.

ASSIGNOR:

MEADOW LAKE BP, LLC,
an Alabama limited liability company

By: Engel Realty Company, Inc., an Alabama
corporation, its Managing Member


By: 
Stephen L. Butler, President
Vice

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Stephen L. Butler, whose name as ^{Vice} President of Engel Realty Company, Inc., an Alabama corporation, which is the Managing Member of MEADOW LAKE BP, LLC, an Alabama limited liability company, is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer of said corporation, 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 22 day of May, 2002.


Notary Public
My Commission Expires: MY COMMISSION EXPIRES
FEBRUARY 8, 2005.

6409.2
373:19153-265

EXHIBIT A

LEGAL DESCRIPTION

Lot 6-HA, according to the Map of Graham-Means Resurvey as recorded in Map Book 27, Page 78,
in the Probate Office of Shelby County, Alabama.