

# MORTGAGE

(Participation)

This mortgage made and entered into this 6 day of August, 2002, by and between AUM PROPERTIES, L.L.C. (also known as AUM PROPERTIES, LLC) and AUM ENTERPRISES, INC. (hereinafter referred to as mortgagor) and SOUTHERN DEVELOPMENT COUNCIL, INC. (hereinafter referred to as mortgagee), who maintains an office and place of business at 8132 Old Federal Road, Montgomery, Alabama, 36117.

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Shelby State of Alabama

THE PROPERTY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated this date in the principal sum of \$ 1,217,000.00 signed by AUM PROPERTIES, L.L.C. (also known as AUM PROPERTIES, LLC) ~~in behalf of~~ and which has a maturity date during the year of 2022

Said promissory note was given to secure a loan in which the Small Business Administration, an agency of the United States of America, has participated. In compliance with section 101.1(d) of the Rules and Regulations of the Small Business Administration [13 C.F.R. 101.1(d)], this instrument is to be construed and enforced in accordance with applicable Federal law.

1. The mortgagor covenants and agrees as follows:

a. He will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided.

b. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said mortgagee.

c. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said property. Attorneys' fees reasonably incurred in any other way shall be paid by the mortgagor.

d. For better security of the indebtedness hereby secured, upon the request of the mortgagee, its successors or assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired by it after the date hereof (all in form satisfactory to mortgagee). Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, mortgagor hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.

e. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of the payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.

f. He will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums thereof. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagor will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to mortgagee instead of to mortgagor and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.

g. He will keep all buildings and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof; in the event of failure of the mortgagor to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable; and shall be secured by the lien of this mortgage.



*h.* He will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgagee; and further, that he will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said premises.

*i.* He will not rent or assign any part of the rent of said mortgaged property or demolish, or remove, or substantially alter any building without the written consent of the mortgagee.

*j.* All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the installments last due under said note, and mortgagee is hereby authorized, in the name of the mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.

*k.* The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.

2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagee shall become the owner of all of the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.

3. The mortgagor covenants and agrees that if he shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible without notice, at the option of the mortgagee or assigns, regardless of maturity, and the mortgagee or his assigns may before or after entry sell said property without appraisal (the mortgagor having waived and assigned to the mortgagee all rights of appraisal):

(I) at judicial sale pursuant to the provisions of 28 U.S.C. 2001(a); or

(II) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the mortgagor (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal, county, or city courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the said mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, homestead, dower, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or

(III) take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

In the event of a sale as hereinbefore provided, the mortgagor or any persons in possession under the mortgagor shall

then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorneys' fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the *deficiency without regard to appraisal*.

6. In the event the mortgagor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.

7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

9. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

10. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at 232 Cahaba Valley Road, P.O. Box 1209, Pelham, Alabama, 35124 and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at 8132 Old Federal Road, Montgomery, Alabama, 36117.

11. The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then, under SBA regulations: a) when SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with Federal Law; and b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any Federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan. Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.



IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

AUM PROPERTIES, L.L.C. (also known as AUM PROPERTIES, LLC)

BY: Hina Rakesh Patel  
Hina Rakesh Patel (Its Member and Manager)

AUM ENTERPRISES, INC.

BY: [Signature]  
(Its President)

STATE OF ALABAMA  
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Hina Rakesh Patel whose name as Member and Manager of AUM PROPERTIES, L.L.C. (also known as AUM PROPERTIES, LLC), a 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, she, as such member and manager, and with full authority, executed the same voluntarily, as an act of said company, acting in its capacity as aforesaid.

Given under my hand and official seal, this the 6 day of August, 2002.

[Signature]  
NOTARY PUBLIC  
My Commission Expires: 10/10/2005

STATE OF ALABAMA  
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Rakesh Dhirubhai Patel whose name as President of AUM ENTERPRISES, INC., 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/she, as such officer, and with full authority, executed the same voluntarily, as an act of said corporation, acting in its capacity as aforesaid.

Given under my hand and official seal, this the 6 day of August, 2002.

[Signature]  
NOTARY PUBLIC  
My Commission Expires: 10/10/2005

THIS INSTRUMENT PREPARED BY AND AFTER  
RECORDATION SHOULD BE RETURNED TO  
William B. Hairston III  
ENGEL HAIRSTON & JOHANSON, P.C.  
4th Floor 109 North 20th Street  
P.O. Box 370027  
Birmingham, Alabama 35237-0027  
(205) 328-4600

**EXHIBIT "A"**  
**TO**  
**MORTGAGE**  
**LESSOR'S AGREEMENT**  
**ASSIGNMENT OF LEASE**  
**PRIOR LIENHOLDER'S AGREEMENT**  
**ASSIGNMENT OF LEASES AND RENTS**  
**ESTOPPEL CERTIFICATE AND ATTORNMENT AGREEMENT**  
**HAZARDOUS SUBSTANCE INDEMNIFICATION AND WARRANTY AGREEMENT**

**BORROWER:** AUM PROPERTIES, L.L.C. (also known as AUM PROPERTIES, LLC)  
**LENDER:** SOUTHERN DEVELOPMENT COUNCIL, INC.

**PATEL I PROPERTY:**

A parcel of land located in the Southwest Quarter of Section 31, Township 19 South and the Northwest Quarter of Section 6, Township 20 South, Range 2 West, City of Pelham, Shelby County, Alabama; being more particularly described as follows:

Commence at the Southeast Corner of the Southwest Quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama; thence run Northerly along the Quarter line 506.79 feet; thence left 121 degrees 25 minutes 36 seconds Southwesterly 517.90 feet to the Point of Beginning; thence continue Southwesterly along the same course 418.06 feet; thence right 91 degrees 31 minutes 00 seconds Northwesterly 213.78 feet; thence right 115 degrees 06 minutes 05 seconds Easterly 129.88 feet; thence left 90 degrees 00 minutes 00 seconds Northerly 69.00 feet; thence right 83 degrees 45 minutes 35 seconds Northeasterly 151.35 feet; thence right 00 degrees 29 minutes 40 seconds Easterly 129.18 feet; thence left 86 degrees 49 minutes 01 seconds Northerly 75.46 feet; thence left 90 degrees 00 minutes 00 seconds Westerly 3.00 feet; thence right 90 degrees 00 minutes 00 seconds Northerly 83.61 feet; thence left 97 degrees 15 minutes 13 seconds Westerly 2.98 feet; thence right 90 degrees 00 minutes 00 seconds Northwesterly 73.39 feet; thence right 90 degrees 19 minutes 27 seconds to the chord of a curve to the left, concave Northerly, with a radius of 1979.89 feet, a central angle of 00 degrees 39 minutes 34 seconds and a chord length of 22.79 feet; thence run Easterly, then Northeasterly along the arc of said curve 22.79 feet; thence right 89 degrees 40 minutes 33 seconds from the chord extended Southeasterly 344.10 feet to the Point of Beginning.

**PARCEL II:**

An easement for vehicular and pedestrian ingress and egress over and across those parcels of real property described as follows:

Commence at the Southeast Corner of the Southwest 1/4 of Section 31; thence run North along the 1/4 section line 506.79 feet; thence left 121 degrees 25 minutes 36 seconds, 517.90 feet; thence 106 degrees 46 minutes 08 seconds right and run in a Northwesterly direction along the Easterly property line of the "Interstate Restaurant Investors" property (which is the Westerly property line of the "Bassett Furniture" property) for a distance of 188.10 feet to the POINT OF BEGINNING; thence continue on last stated course 86.03 feet to an existing joint driveway easement as recorded by Instrument #1994-17716, in the Probate Office of Shelby County, Alabama; thence 90 degrees 00 minutes 00 seconds left 16.22 feet; thence 82 degrees 42 minutes 48 seconds left and leaving said existing easement run a distance of 83.28 feet; thence 90 degrees 00 minutes 00 seconds left 27.0 feet to the point of beginning.

## EXHIBIT A (continued)

Page 2

Commence at the Southeast Corner of the Southwest Quarter of Section 31; thence run North along the Quarter line 506.79 feet; thence left 121 degrees 25 minutes 36 seconds, 517.90 feet; thence 106 degrees 46 minutes 08 seconds right and run in a Northwesterly direction along the Westerly property line of "Bassett Furniture" property (which is the Easterly property line of the "Interstate Restaurant Investors" property) for a distance of 188.10 feet to the Point of Beginning; thence continue on last stated course 86.03 feet to an existing joint driveway easement as recorded by Instrument #1994-17716, in the Probate Office of Shelby County, Alabama; thence 90 degrees 00 minutes 00 seconds right, 11.0 feet; thence 97 degrees 17 minutes 12 seconds right and leaving said existing easement run a distance of 86.73 feet to the POINT OF BEGINNING.

A strip 36 feet in width, extending back from Highway 119, 100 feet along the border between "Bassett Furniture" property and "Interstate Restaurant Investors" property, for the use of a joint driveway. Said joint driveway is to be 36 feet in width, extending back 100 feet from Highway 119, one-half of which is located on the "Bassett Furniture" property and one-half located on the "Interstate Restaurant Investors" property; being further described as follows: Commence at a point 11 feet Westerly and 16.33 feet Easterly of the Northeast and Northwest corners, respectively, of an easement described in Instrument #1999-49463, being the point of beginning of the centerline of the 36 foot wide easement described in Instrument #1994-17716, being on the joint property line of an existing Bassett Furniture Store on the East and property owned by Interstate Restaurant Investors (IRI) on the West; thence run Northwesterly along the property line 100 feet to the old South right-of-way line (80 foot wide right-of-way) of Alabama Highway No.119, said easement being 36 feet wide, 18 feet on both sides of the above described centerline.

An easement for ingress, egress and utilities over and across that portion of the real property known as the Frontage Road described as follows:

A parcel of land situated in the Southwest 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: Commence at the Southeast corner of the Southwest 1/4 of said Section 31; thence run in a Northerly direction along the East boundary of the said Southwest 1/4 for a distance of 506.79 feet; thence turn a deflection angle to the left 121 degrees 25 minutes 36 seconds and run in a Southwesterly direction for a distance of 1,325.96 feet; thence turn a deflection angle to the right 129 degrees 40 minutes 07 seconds and run in a Northeasterly direction for a distance of 683.30 feet to point on a curve to the left and the POINT OF BEGINNING, which is the centerline of the 28.00 foot easement herein described; thence turn an interior angle to the left of 100 degrees 50 minutes 51 seconds to the chord of said curve, said curve having a radius of 1,993.89 feet, a central angle of 05 degrees 28 minutes 31 seconds and a chord distance of 190.47 feet; thence run in a Easterly direction parallel with the South right-of-way line of Alabama Highway No.119 for a distance of 190.54 feet to the end of the easement herein described.

Page 2 of 5



## EXHIBIT A (continued)

Page 3

A parcel of land situated in the Southwest 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: Commence at the Southeast corner of the Southwest 1/4 of said Section 31; thence run in a Northerly direction along the East boundary of the said Southwest 1/4 for a distance of 506.79 feet; thence turn a deflection angle to the left 121 degrees 25 minutes 36 seconds and run in a Southwesterly direction for a distance of 1,325.96 feet; thence turn a deflection angle to the right of 129 degrees 40 minutes 07 seconds and run in a Northeasterly direction for a distance of 683.30 feet to point on a curve to the left; thence turn an interior angle to the left of 100 degrees 50 minutes 51 seconds to the chord of said curve, said curve having a radius of 1,993.89 feet, a central angle of 05 degrees 28 minutes 31 seconds and a chord distance of 190.47 feet; thence turn in an Easterly direction parallel with the South right-of-way line of Alabama Highway No.119 for a distance of 190.54 feet to a point on a curve to the left and the POINT OF BEGINNING, which is the centerline of the 28.00 foot easement herein described; thence turn an interior angle to the right 172 degrees 37 minutes 09 seconds from chord of said curve, said curve having a radius of 1,993.89 feet, a central angle of 09 degrees 17 minutes 10 seconds; a chord distance of 322.80 feet; thence run along the arc of said curve parallel to said right-of-way for a distance of 323.16 feet to the end of the easement herein described.

An easement for driveway access across Buffalo's Cafe described as follows: Commence at the Southeast Corner of the Southwest Quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama; thence run Northerly along the Quarter line 506.79 feet; thence left 121 degrees 25 minutes 36 seconds Southwesterly 517.90 feet; thence right 106 degrees 46 minutes 08 seconds Northwesterly 188.10 feet; thence left 82 degrees 42 minutes 48 seconds Westerly 27.00 feet; thence left 90 degrees 00 minutes 00 seconds Southerly 79.46 feet; thence right 86 degrees 49 minutes 01 seconds Westerly 129.18 feet; thence left 00 degrees 29 minutes 40 seconds Westerly 117.75 feet to the point of beginning of the centerline of a 24 feet wide Access Easement; thence right 85 degrees 55 minutes 12 seconds Northwesterly 208.63 feet to the termination of said easement. It is the intention herein to extend such easement side lines to adjoining easement or property lines to form contiguous and continuous easement rights.

Beneficial rights for easement(s) for storm water drainage, sanitary sewer and utility easement, described as follows: Commence at the Southeast Corner of the Southwest Quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama; thence run Northerly along the Quarter line 506.79 feet; thence left 121 degrees 25 minutes 36 seconds Southwesterly 517.90 feet; thence right 106 degrees 46 minutes 08 seconds Northwesterly 188.10 feet; thence left 82 degrees 42 minutes 48 seconds Westerly 27.00 feet; thence left 90 degrees 00 minutes 00 seconds Southerly 79.46 feet; thence right 86 degrees 49 minutes 01 seconds Westerly 119.18 feet to the Point of Beginning of the centerline of a twenty foot wide sanitary sewer and utility easement; thence continue Westerly along the same course 10 feet to a Point "A"; thence left 00 degrees 29 minutes 40 seconds Westerly



## EXHIBIT A (continued)

Page 4

154.35 feet to a Point "B"; thence right 85 degrees 55 minutes 12 seconds Northwesterly 205.00 feet; thence right 71 degrees 00 minutes 00 seconds Northeasterly 73 feet, more or less, to the Southerly Right-of-Way line of Alabama Highway No.119 to the termination of said easement. Also commencing at Point "A" and proceeding to Point "B" as the Point of Beginning of the centerline of a twenty foot wide sanitary sewer and utility easement; thence left 83 degrees 45 minutes 35 seconds Southerly 65.01 feet to a Point "C" at the termination of said easement. It is the intention herein to extend such easement side lines to adjoining easement or property lines to form contiguous and continuous easement rights.

Also commencing at Point "B" and proceeding to Point "C" as the Point of Beginning; thence left 90 degrees 00 minutes 00 seconds Easterly ten feet; thence right 90 degrees 00 minutes 00 seconds Southerly forty feet; thence right 90 degrees 00 minutes 00 seconds Westerly 257 feet, more or less to the East line of a drainage easement recorded in Instrument #1998-7162; thence right 105 degrees Northeasterly, more or less, 43 feet, more or less along said East line of the drainage easement, to the South line of "CAHABA VALLEY STATION"; thence right 75 degrees, more or less, Easterly 235 feet, more or less, to the Point of Beginning.

Commence at the Southeast Corner of the Southwest Quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama; thence run Northerly along the Quarter line 506.79 feet; thence left 121 degrees 25 minutes 36 seconds Southwesterly 517.90 feet; thence right 106 degrees 46 minutes 08 seconds Northwesterly 188.10 feet; thence left 82 degrees 42 minutes 48 seconds Westerly 27.00 feet; thence left 90 degrees 00 minutes 00 seconds Southerly 79.46 feet; thence right 86 degrees 49 minutes 01 seconds Westerly 129.18 feet; thence right 89 degrees 48 minutes 11 seconds Northerly 5.00 feet to the point of beginning of the centerline of a 10 foot wide storm sewer easement; thence left 90 degrees 17 minutes 51 seconds Westerly 92.53 feet; thence left 15 degrees 39 minutes 35 seconds Southwesterly 62.63 feet to the point of termination. It is the intention herein to extend such easement side lines to adjoining easement or property lines to form contiguous and continuous easement rights.

An easement for driveway access across Cahaba Valley Station, LLC property described as follows: A parcel of land situated in the Southwest one-quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: Commence at the Southeast corner of the Southwest one-quarter of said Section 31; thence run in a Northerly direction along the East boundary of said Southwest one-quarter for a distance of 506.79 feet; thence turn a deflection angle to the left 121 degrees 25 minutes 36 seconds and run in a Southwesterly direction for a distance of 1325.96 feet; thence turn a deflection angle to the right 129 degrees 40 minutes 07 seconds and run in a Northeasterly direction for a distance of 381.90 feet to the POINT OF BEGINNING; thence turn a deflection angle to the right 76 degrees 56 minutes 58 seconds and run in a Northeasterly direction for a distance of 43.63 feet; thence turn an interior angle to the right 103 degrees 03 minutes 02 seconds and run in a Northeasterly direction for a distance of 312.11 feet to the

EXHIBIT A (continued)

Page 5

South right-of-way line of Alabama Highway No. 119 and a point on a curve to the right; thence turn an interior angle to the right 80 degrees 57 minutes 02 seconds to the chord of said curve, said curve having a radius of 1979.89 feet, a central angle of 00 degrees 43 minutes 30 seconds, a chord distance of 25.05 feet; thence run in a Southwesterly direction along the arc of said curve and along the said right-of-way line for a distance of 25.05 feet; thence leaving said right-of-way, turn an interior angle to the right 98 degrees 54 minutes 23 seconds from chord of said curve and run in a Southwesterly direction for a distance of 272.85 feet to a point on a curve to the right; thence turn an interior angle to the right 225 degrees 08 minutes 23 seconds to the chord of said curve, said curve having a radius of 20.00 feet; a central angle of 81 degrees 24 minutes 15 seconds, a chord distance of 26.09 feet; thence run along the arc of said curve 28.42 feet; thence turn an interior angle to the right 135 degrees 00 minutes 12 seconds from chord of said curve and run in a Southwesterly direction for a distance of 26.72 feet to the POINT OF BEGINNING.