

ASSIGNMENT OF RENTS AND LEASES

THE FOLLOWING meanings are hereby adopted by the undersigned for the following capitalized terms for purposes of this instrument:

- a. "Owner" shall mean J. Steven Mobley.
- b. "Lender" shall mean Bank of Alabama.
- c. "Loan Amount" shall mean \$2,648,000.00.
- d. "Owner's Notice Address" shall mean 2010 4th Avenue South, Suite 200, Birmingham, AL 35233.
- e. "Lender's Notice Address" shall mean 2340 Woodcrest Place, Birmingham, AL 35209.
- f. "State" shall mean the State of Alabama.

1. BY THIS AGREEMENT, the Owner, for value received, hereby assigns to the Lender all of the Owner's right, title, privileges and interest which Owner has and may have in the leases, operating agreements, management agreements, concession agreements, licenses, and all similar agreements, and all rents, royalties, issues, profits, security deposits, income and other benefits now existing or hereafter made and affecting the real property and the improvements thereon described in Exhibit A attached hereto and incorporated herein by reference (collectively referred to as the "Property"), together with all extensions, renewals, modifications or replacements of said leases and agreements, and together with any and all guaranties of the obligations of the lessees and other obligors thereunder, whether now existing or hereafter executed, and all extensions and renewals of said guarantees. All said leases and all other said agreements described in this Paragraph, together with any and all guarantees, modifications, extensions and renewals thereof are hereinafter collectively and severally referred to as the "Lease", and all said rents, royalties, issues, profits, security deposits, income and other benefits described in this Paragraph are hereinafter collectively and severally referred to as the "Rents and Profits."

2. OWNER'S PURPOSE in making this assignment is to induce Lender to make the loan in the Loan Amount to Owner by relinquishing to Lender its rights to collect and enjoy the Rents and Profits at any time accrued or accruing by virtue of the Lease as additional security for the outstanding indebtedness to Lender as evidenced by the Note in favor of Lender (hereinafter called the "Obligation" or "Note") dated this same date in the Loan Amount executed by Owner, and as additional security for the Owner's obligations under the Deed of Trust and Security Agreement, or Deed to Secure Debt and Security Agreement, or Mortgage and Security Agreement, as applicable (referred to as the "Indenture") executed to further secure the Obligation and to furnish security for the performance of Owner's obligations contained herein. The Obligation and other said loan documents and all other documents executed in connection with this loan are referred to as the "Loan Documents".

3. THE PARTIES INTEND that this Assignment shall be a present, absolute and unconditional assignment and shall, immediately upon execution, give the Lender the right to collect the Rents and Profits and to apply them in payment of the principal and interest and all other sums payable on Owner's Obligation, as well as all other sums payable under the Loan Documents. However, Lender hereby grants to Owner a license to collect, subject to the provisions set forth below and in the Loan Documents, the Rents and Profits as they respectively become due and to enforce the Lease, so long as there is no default by Owner in performance of the terms, covenants or provisions of the Obligation, the Loan Documents or this Assignment. Nothing contained herein, nor any collection of Rents and Profits by Lender or by a receiver, shall be construed to make Lender a "mortgagee-in-possession" of the Property so long as Lender has not itself entered into actual possession of the Property.

4. UPON THE OCCURRENCE OF ANY DEFAULT under the terms and conditions of this Assignment

or any of the Loan Documents, this Assignment shall constitute a direction to and full authority to any and all obligors under the Lease and any guarantor of the Lease to pay all Rents and Profits to Lender without proof of the default relied upon. Owner hereby irrevocably authorizes any and all obligors under the Lease and any guarantor to rely upon and comply with any notice or demand by Lender for the payment to Lender of any Rents and Profits due or to become due. Any and all obligors under the Lease and any guarantor shall have no right or duty to inquire whether a default has actually occurred and Owner shall have no claim against any obligor under the Lease or any guarantor for any Rents and Profits paid by such obligor, Lessee or such guarantor to Lender pursuant to Lender's demand or notice.

5. OWNER WARRANTIES:

- (a) that no default exists or will exist on the part of Owner under any Lease;
- (b) that no rent or other payment has been or will be collected under any Lease for more than one (1) month in advance of the date on which it is due under the terms of any Lease;
- (c) that neither the Lease nor any interest therein has been previously or will be assigned or pledged by Owner;
- (d) that no concession has been or will be granted to any Lessee in the form of a waiver, release, reduction, discount or other alteration of rent or other payment due or to become due.

All the foregoing warranties shall be deemed to be reaffirmed on and as of the time of each Lease executed by Owner on the Property.

6. OWNER AGREES:

- (a) if the Lease provides for a security deposit paid by lessee to Owner, this Assignment transfers to the Lender all of Owner's right, title and interest in and to the security deposit, provided that Owner shall have the right to retain said security deposit so long as Owner is not in default under this Assignment or the Loan Documents; and provided further that Lender shall have no obligation to any obligor under the Lease with respect to such security deposit unless and until Lender comes into actual possession and control of said deposit;
- (b) before any Lease is executed on the Property (other than Leases approved in writing as of this date) a copy of the same shall be submitted to Lender for its approval which shall not be unreasonably withheld. Owner shall provide executed originals and/or copies of all Leases to Lender upon demand;
- (c) that the Lease shall remain in full force and effect despite any merger of the interest of Owner and any obligor under the Lease, and Owner shall not transfer or convey fee title to the leased premises to any obligor under the Lease without the prior written consent of Lender, and where such consent is given or where under applicable law the requirement for such consent is not enforceable, Owner shall require the said obligor under the Lease, in writing, to assume and agree to pay the Obligation in accordance with the terms, covenants and conditions of the Loan Documents; provided, however, that, in no event shall any such transfer or conveyance operate to release or relieve Owner of any liability to Lender unless Lender specifically agrees otherwise in writing;
- (d) Owner shall not terminate the Lease or modify or amend the Lease or any of the terms thereof or grant any concessions in connection therewith or accept a surrender thereof without the prior written consent of Lender;
- (e) Owner shall not collect any Rents and Profits more than one (1) month in advance of the date on which they become due under the terms of the Lease;
- (f) Owner shall not discount any future accruing Rents and Profits;

(g) Owner shall not consent to assignment of the Lease, or subletting thereunder, whether or not in accordance with its terms without the prior written consent of Lender;

(h) Owner shall not execute any further assignment of any of the Rents and Profits or any interest therein or suffer or permit any such assignment to occur by operation of law;

(i) Owner shall not request, consent to, agree to, or accept a subordination of the Lease to any mortgagee or other encumbrance, or any other lease, now or hereafter affecting the Property or any part thereof, or suffer or permit conversion of any Lease to a sublease;

(j) Owner shall faithfully perform and discharge its obligations under the Lease and shall not default thereunder, and shall give prompt written notice to Lender of any notice of Owner's default received from any obligor under the Lease or any other person and furnish Lender with a complete copy of said notice; Owner shall appear in and defend, at no cost to Lender, any action or proceeding arising under or in any manner connected with the Lease; and if requested by Lender, Owner shall enforce the Lease and all remedies available to Owner against any obligor under the Lease in the case of default under the Lease by any obligor under the Lease;

(k) Owner shall give Lender written notice immediately upon entering into any lease or other agreement respecting any part of the Property, and shall promptly provide to Lender a true and correct copy of the executed lease or other agreement; each such lease or agreement shall be deemed included in this Assignment automatically as though originally listed herein, and the term "Lease" as used herein shall include such lease or agreement;

(l) The Property shall at all times be managed by Owner (so long as no default exists under any of the Loan Documents) or Owner shall at all times contract to manage the Property through a qualified manager, and Owner shall obtain the Lender's prior written consent to and approval of the said management contract and manager before execution of and employing the same, respectively. The said management contract and all of the management, leasing, or other fees under such management contract shall be subordinate to the lien of the Loan Documents;

(m) Owner shall deliver to Lender, promptly upon request, a duly executed estoppel certificate from any obligor under the Lease as required by Lender attesting that the Lease is in full force and effect with no defaults thereunder on the part of any party, that no rental has been paid more than one (1) month in advance, and that said obligor under the Lease claims no defense or offset against the full and timely performance of its obligations under the Lease; and

(n) Nothing herein shall be construed to impose any liability or obligation on Lender under or with respect to the Lease; Owner shall indemnify and hold Lender harmless from and against any and all liabilities, losses and damages which Lender may incur under the Lease or by reason of this Assignment, and Owner shall immediately upon demand reimburse Lender for the amount thereof together with all costs and expenses and attorneys' fees incurred by Lender; all of the foregoing sums shall bear interest until paid at the rate set forth in the Obligation; and any Rents and Profits collected by Lender may be applied by Lender in its discretion in satisfaction of any such liability, loss, damage, claim, demand, costs, expense or fees.

7. OWNER HEREBY GRANTS TO LENDER THE FOLLOWING RIGHTS:

(a) Lender shall be deemed to be the creditor of any obligor under the Lease in respect of any assignments for the benefit of creditors and any bankruptcy, arrangement, reorganization, insolvency, dissolution, receivership or other debtor-relief proceedings affecting such obligor (without obligation on the part of the Lender, however, to file timely claims in such proceedings or otherwise pursue creditor's rights therein);

(b) Lender shall have the right to assign Owner's right, title and interest in the Lease to any subsequent holder of the Indenture or any participating interest therein or to any person acquiring title to all or any part of the Property through foreclosure or otherwise, and any subsequent assignee shall have all the rights and powers herein

provided to Lender;

(c) Lender shall have the right (but not the obligation), upon any failure of Owner to perform any of its agreements hereunder, to take any action as Lender may deem necessary or appropriate to protect its security, including but not limited to appearing in any action or proceeding and performing any obligations of the lessor under any Lease, and Owner agrees to pay, on demand, all costs and expenses (including without limitation Lender's attorneys' fees) incurred by Lender in connection therewith, together with interest thereon at the After-Maturity Rate set forth in the Obligation;

(d) upon default by Owner under any Lease, the Lender shall have the right, but not the obligation, to cure the same, upon failure of Owner to cure, and Lender shall have the right to add all costs necessary to cure such defaults, including Lender's attorney's fees, to the Obligation.

(e) upon any default by Owner under this Assignment or under the Loan Documents, and without notice to or consent of Owner, Lender shall have the following rights (none of which shall be construed to be obligations of the Lender);

(i) Lender shall have the right under this Agreement to use and possess, without rental or charge, all personal property of the Owner located on the Property and used in the operation or occupancy thereof. Lender shall have the right to apply any of the Rents and Profits to pay installments due for personal property rented or purchased on credit, insurance premiums on personal property, or other charges relating to personal property on the Property. However, this Assignment shall not make Lender responsible for the control, care, management or repair of the Property or any personal property or for the carrying out of any of the terms or provisions of the Lease;

(ii) Lender shall have the right to apply the Rents and Profits and any sums recovered by Lender hereunder to Owner's outstanding indebtedness to Lender secured hereby or by any of the Loan Documents, as well as to charges for taxes, insurance, improvements, maintenance and other items relating to the operation of the Property;

(iii) Lender shall have the right to take possession of the Property, manage and operate the Property and Owner's business thereon, and to take possession of and use all books of account and financial records of Owner and its property managers or representatives relating to the Property;

(iv) Lender shall have the right to execute new Leases of any part of the Property, including Leases that extend beyond the term of the Indenture;

(v) Lender shall have the right to cancel or alter any existing Lease; and

(vi) Lender shall have the authority, as Owner's attorney-in-fact, such authority being coupled with any interest and irrevocable, to sign the name of Owner and to bind Owner on all papers and documents relating to the operation, leasing and maintenance of the Property.

All of the foregoing rights and remedies of Lender are cumulative, and Lender shall also have upon the occurrence of any such default all other rights and remedies provided under the Loan Documents or otherwise available at law or in equity or by statute.

8. This Assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of rents contained in the Loan Documents. Failure of the Lender to avail itself of any terms, covenants or conditions of this Assignment for any period of time or for any reason shall not constitute a waiver thereof.

9. Notwithstanding any future modification of the terms of the Loan Documents, this Assignment and

the rights and benefits hereby assigned and granted shall continue in favor the Lender in accordance with the terms of this Assignment.

10. This Assignment shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto (including without limitation, in the case of Lender, any third parties now or hereafter acquiring any interest in the Obligation or any part thereof, whether by virtue of assignment, participation or otherwise). The words "Owner", "Lender", "obligor under the Lease", and "guarantor", wherever used herein, shall include the persons and entities named herein or in the Lease or any guaranty and designated as such and their respective heirs, legal representatives, successors and assigns, provided that any action taken by the named Lender or any successor designated as such by an instrument recorded in the appropriate office of the county in which the Property is located referring to this Assignment shall be sufficient for all purposes notwithstanding that Lender may have theretofore assigned or participated any interest in the Obligation to a third party. All words and phrases shall be taken to include the singular or plural number, and the masculine, feminine, or neuter gender, as may fit the case.

11. Any change, amendment, modification, abridgement, cancellation, or discharge of this Assignment or any term or provision hereof shall be invalid without the written consent of Lender.

12. Upon payment to Lender of the full amount of all indebtedness and obligations secured hereby and by the Loan Documents, as evidenced by a recorded satisfaction or release of the Indenture, note, and guarantees, this Assignment shall be void and of no further effect.

13. All notices given hereunder shall be given in the manner set forth in the Indenture.

14. If any provision hereof is determined to be illegal or unenforceable for any reason, the remaining provisions hereof shall not be affected thereby.


15. This Assignment shall be governed by and construed in accordance with the laws of the State.

16. This Assignment shall terminate upon the satisfaction of the Indenture by Lender.

17. **After consultation with counsel and recognizing that any dispute hereunder will be commercial in nature and complex, and in order to minimize the costs and time involved in any dispute resolution process, the undersigned knowingly, voluntarily, and intentionally waive any right to a trial by jury with respect to any litigation based upon this transaction or this instrument, or arising out of, under, or in connection with any of the other Loan Documents executed in connection with this transaction, or respecting any course of conduct, course of dealing, statement (whether verbal or written) or action of any party and acknowledge that this provision is a material inducement for entering into this loan transaction by all parties.**

IN WITNESS WHEREOF, this instrument has been executed by the undersigned under seal on this 19th day of November, 2002.

"OWNER:"



J. Steven Mobley

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigne Notary Public in and for said County in said State, hereby certify that J. Steven Mobley, whose names 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 document, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 19th day of November, 2002.



Notary Public
My Commission Expires: My Commission Expires May 21, 2004

This instrument prepared by:
Richard W. Theibert, Esq.
Najjar Denaburg, P.C.
2125 Morris Avenue
Birmingham, AL 35203

SCHEDULE A

PARCEL 1 (Kimberly Clark 1330)

All of Section 28, Township 20 South, Range 2 West, and
The North One-Fourth of Section 33, Township 20 South, Range 2 West, and
The North One-Half of the Northwest Quarter and the Northeast Quarter of the
Northeast Quarter of Section 32, Township 20 South, Range 2 West, and
The South One-Half of Section 31, Township 20 South, Range 2 West, and
The East One-Half of the Northeast Quarter of Section 31, Township 20 South,
Range 2 West.

Less and except that portion known as Survey of Weatherly-Windsor Sector 11
recorded in Map Book 18, Page 80; Weatherly Sector 13 recorded in Map Book 22,
Page 003; Weatherly Sector 15 recorded in Map Book 19, Page 122, and recorded in
Map Book 20, Page 8; Weatherly Sector 16 recorded in Map Book 19, Page 151;
Weatherly Sector 17 recorded in Map Book 20, Page 86, and recorded in Map Book
21, Page 110; Weatherly Sector 18 recorded in Map Book 21, Page 148; Weatherly
Sector 21 recorded in Map Book 20, Page 7; Weatherly Sector 22 recorded in Map
Book 21, Page 59; Weatherly Sector 23 recorded in Map Book 21, Page 16;
Weatherly Sector 24 recorded in Map Book 20, Page 144, and Weatherly Sector 25
recorded in Map Book 21, Page 001, all recorded in the Office of the Judge of
Probate, Shelby County, Alabama.

Also less and except the Weatherly Swim and Tennis Club described as follows:
Part of the Southwest 1/4 of Section 31, Township 20 South, Range 2 West, Shelby
County, Alabama, being more particularly described as follows:

Beginning at the most Southerly corner of Lot 116, Weatherly Brentwood Sector 15-
Phase II, as recorded in the Office of the Judge of Probate, Shelby County, Alabama,
in Map Book 20, Page 08, run in a Northeasterly direction along the Southeast line of
Lot 116 and its Northeasterly extension thereof for a distance of 388.56 feet to an
existing iron pin being on the curved Southwest right-of-way line of Weatherly Club
Drive said Southwesterly right-of-way line of Weatherly Club Drive being concave in a
Southwest direction and having a central angle of 26 degrees, 55 minutes, 54
seconds and radius of 1050.0 feet; thence turn an angle to the right (98 degrees, 30
minutes, 30 seconds to the chord of said curve) and run in a Southeasterly direction
along the arc of said curve and Southwesterly right-of-way line for a distance of

493.55 feet to an existing iron rebar being at a point of intersection with the Northwest right-of-way line of Wembley Way; thence turn an angle to the right (112 degrees, 27 minutes, 23 seconds from last mentioned chord line) and run in a Southwesterly direction along the Northwest right-of-way line of said Wembley Way for a distance of 184.92 feet to an existing iron pin being the point of beginning of a curve, said curve being concave in a Southeasterly direction and having a central angle of 36 degrees, 39 minutes, 09 seconds and a radius of 349.28 feet; thence turn an angle to the left and run in a Southwesterly direction along the Northwest right-of-way line of Wembley Way for a distance of 223.44 feet to the point of ending of said curve; thence continue in a Southwesterly direction along the Northwest right-of-way line of said Wembley Way and along the line tangent to the end of said curve for a distance of 37.71 feet to an existing iron pin; thence turn an angle to the right of 90 degrees, 00 minutes, 39 seconds and run in a Northwesterly direction for a distance of 50.0 feet to an existing iron pin; thence turn an angle to the right of 19 degrees, 55 minutes, 37 seconds and run in a Northerly direction for a distance of 249.99 feet to an existing iron pin; thence turn an angle to the right of 17 degrees, 48 minutes, 27 seconds and run in a Northerly direction for a distance of 61.50 feet to an existing iron pin, said iron pin being a corner on Lot 115 of said Weatherly Brentwood Sector 15-Phase II, thence turn an angle to the right of 57 degrees, 56 minutes, 33 seconds and run in a Northeasterly direction along the Southeast line of said Lot 115 for a distance of 5.0 feet, more or less, to the point of beginning.

Also less and except the Shelby County School Site more particularly described as follows:

Part of the Southeast $\frac{1}{4}$ of Section 31, Township 20 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at an existing 2 inch capped pipe being the locally accepted Southeast corner of said Section 31, run in a Westerly direction along the South line of said Section for a distance of 1328.70 feet to an existing 2 inch capped pipe; thence turn an angle to the left of 0 degrees 15 minutes 08 seconds and run in a Westerly direction along the South line of said Section for a distance of 911.50 feet; thence turn an angle to the right of 90 degrees and run in a Northerly direction for a distance of 48.92 feet; thence turn an angle to the right of 77 degrees 45 minutes 38 seconds and run in a Northeasterly direction for a distance of 147.54 feet to a point of curve, said curve being concave in a Southerly direction and having a central angle of 14

degrees 13 minutes 31 seconds and a radius of 571.06 feet; thence turn an angle to the right and run in a Northeasterly and Easterly direction along the arc of said curve for a distance of 141.78 feet to the point of ending of said curve; thence run in an Easterly direction along a line tangent to the end of said curve for a distance of 20.11 feet to the point of beginning of a new curve, said newest curve being concave in a Northwesterly direction and having a central angle of 34 degrees 25 minutes 37 seconds and a radius of 272.08 feet; thence turn an angle to the left and run in a Northeasterly direction along the arc of said curve for a distance of 163.49 feet to the point of ending of said curve; thence run in a Northeasterly direction along a line tangent to the end of said curve for a distance of 191.62 feet to the point of beginning of a third curve, said third curve being concave in a Northwesterly direction and having a central angle of 13 degrees 15 minutes 37 seconds and a radius of 442.61 feet; thence turn an angle to the left and run in a Northeasterly direction along the arc of said curve for a distance of 102.43 feet to the point of ending of said curve; thence run in a Northeasterly direction along a line tangent to the end of said curve for a distance of 248.82 feet to the point of beginning of a new curve, said newest curve being concave in a Southeasterly direction and having a central angle of 24 degrees 59 minutes 01 seconds and a radius of 366.22 feet; thence turn an angle to the right and run in a Northeasterly direction along the arc of said curve for a distance of 159.69 feet to the point of ending of said curve; thence run in a Northeasterly direction along a line tangent to the end of said curve for a distance of 12.07 feet to the point of beginning of a new curve, said latest curve being concave in a Northwesterly direction and having a central angle of 31 degrees 51 minutes 26 seconds and a radius of 345.35 feet; thence turn an angle to the left and run in a Northeasterly direction along the arc of said curve for a distance of 192.02 feet to the point of ending of said curve; thence run in a Northeasterly direction along a line tangent to the end of said curve for a distance of 1302.67 feet to the point of beginning of another curve, said curve being concave in a Northwesterly direction and having a central angle of 37 degrees 06 minutes 32 seconds and a radius of 481.06 feet; thence turn an angle to the left and run in a Northeasterly and Northerly direction along the arc of said curve for a distance of 311.57 feet to the point of ending of said curve; thence run in a Northerly direction along a line tangent to the end of said curve for a distance of 490.39 feet; thence turn an angle to the right of 90 degrees and run in an Easterly direction of a distance of 99.28 feet, more or less, to a point on the East line of said Section 31; thence turn an angle to the right of 88 degrees 00 minutes 04 seconds and run in a Southerly direction along the East line

of said Section for a distance of 1179.45 feet to an existing 3- ½ inch capped iron pipe being the locally accepted Northeast corner of the Southeast ¼ of the Southeast ¼ of said Section 31; thence turn an angle to the left of 0 degrees 06 minutes 58 seconds and run in a Southerly direction along the East line of said Southeast ¼ of Southeast ¼ of said Section 31 for a distance of 1325.51 feet, more or less, to the point of beginning.

Also less and excepted the Weatherly Sewer Treatment Plant described as follows:

A part of Section 31 and Section 32, Township 20 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at an existing 3 inch open top pipe being the locally accepted Southeast corner of the Southwest ¼ of the Northwest ¼ of Section 32, Township 20 South, Range 2 West, Shelby County, Alabama, run in a Westerly direction along the South line of said Southwest ¼ of Northwest ¼ for a distance of 1336.58 feet to an existing open top iron pipe being the locally accepted Southwest corner of the Southwest ¼ of the Northwest ¼ of said Section 32; thence turn an angle to the left of 91 degrees 47 minutes 05 seconds and run in a Southerly direction for a distance of 140.25 feet to an existing iron rebar; thence turn an angle to the right of 91 degrees 59 minutes 56 seconds and run in a Westerly direction for a distance of 99.28 feet to a point on a curve, said curve being concave in a Southeasterly direction and having a central angle of 49 degrees 38 minutes 38 seconds and a radius of 553.77 feet; thence turn an angle to the right (90 degrees to tangent) and run in a Northerly and Northeasterly direction along the arc of said curve for a distance of 553.77 feet to a point of compound curve, said newest curve being concave in a Southeasterly direction and having a central angle of 20 degrees 13 minutes 34 seconds and radius of 604.44 feet; thence turn an angle to the right and run in a Northeasterly direction along the arc of said curve for a distance of 213.37 feet to the point of ending of said curve; thence run in a Northeasterly direction along a line tangent to the end of said curve for a distance of 827.97 feet to the point of beginning of a new curve, said latest curve being concave in a Northwesterly direction and having a central angle of 19 degrees 32 minutes 42 seconds and a radius of 1440.28 feet; thence turn an angle to the left and run in a Northeasterly direction along the arc of said curve for a distance of 491.31 feet to the point of ending of said curve; thence run in a Northeasterly direction along a line tangent to the end of said curve for a distance of 508.82 feet to the point of beginning of another curve, said latest curve being concave in a

Southeasterly direction and having a central angle of 13 degrees 5 minutes 40 seconds and a radius of 220.0 feet; thence turn an angle to the right and run in a Northeasterly direction along the arc of said curve for a distance of 50.28 feet; thence turn an angle to the right (121 degrees 08 minutes 58 seconds from the chord of last mentioned curve) and run in a Southerly direction for a distance of 1329.97 feet to an existing 3 inch open top iron pipe; thence turn an angle to the right of 91 degrees 55 minutes 43 seconds and run in a Westerly direction along the South line of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 32 for a distance of 658.48 feet, more or less, to the point of beginning.

All of said parcels are situated in Shelby County, Alabama.

Also less and except Parcels I, II and III conveyed to the City of Pelham, Alabama in that certain deed recorded in Instrument #1999-47823 in the Office of the Judge of Probate of Shelby County, Alabama.

Also less and except that certain parcel conveyed to Weatherly Partners, L.L.C. in that certain deed recorded in Instrument #2000-28449 in the Office of the Judge of Probate of Shelby County, Alabama.

PARCEL 2 (Martin 100)

The Northwest Quarter of the Northeast Quarter of Section 32, Township 20 South, Range 2 West, and

The Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and the West One-Half of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, all in Section 32, Township 20 South, Range 2 West, all of said parcels are situated in Shelby County, Alabama.

PARCEL 3 (Bettini 79)

A parcel of land situated in Section 33, Township 20 South, Range 2 West, and being more particularly described as follows:

Begin at the NW corner of the SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 33, Township 20 South, Range 2 West; thence South 87 degrees, 34 minutes, 13 seconds East a distance of 3000.00 feet; thence South 54 degrees, 23 minutes, 13 seconds West a distance of

3730.91 feet; thence North 0 degrees, 53 minutes, 51 seconds East a distance of 983.26 feet; thence North 0 degrees, 53 minutes, 17 seconds East a distance of 1316.74 feet to the point of beginning.

PARCEL 4 (Kimberly Clark 560)

The Southwest Quarter; the South One-Half of the Northeast Quarter; and the Southeast Quarter, all in Section 27, Township 20 South, Range 2 West, and The North One-Half of the Northwest Quarter, and the North One-Half of the Northeast Quarter, all in Section 34, Township 20 South, Range 2 West, all of said parcels are situated in Shelby County, Alabama.

Less and except a parcel of land situated in the SE 1/4 of the SE 1/4 of Section 27, and in the NE 1/4 of the NE 1/4 of Section 34, Township 20 South, Range 2 West, and being more particularly described as follows:

Begin at the SE corner of Section 27, Township 20 South, Range 2 West, said point being the point of beginning; thence North 2 degrees, 32 minutes, 48 seconds West along the Easterly boundary of said section a distance of 80.00 feet; thence South 88 degrees, 26 minutes, 21 seconds West a distance of 208.71 feet; thence South 2 degrees, 32 minutes, 48 seconds East a distance of 208.74 feet; thence North 88 degrees, 26 minutes, 21 seconds East a distance of 208.71 feet, more or less, to the Easterly boundary of Section 34; thence in a Northerly direction along the Easterly boundary of said section a distance of 128.74 feet, more or less, to the point of beginning; being situated in Shelby County, Alabama.

PARCEL 5 (Chambers 317)

Begin at the SE corner of Section 29, Township 20 South, Range 2 West and proceed Northerly on the East boundary of Section 29, 4761.79 feet; thence turn South 52 degrees, 22 minutes, 25 seconds West a distance of 1060.75 feet; thence turn South 41 degrees, 25 minutes, 19 seconds West a distance of 840.19 feet; thence turn South 34 degrees, 22 minutes, 38 seconds West a distance of 2074.81 feet; thence turn South 24 degrees, 11 minutes, 52 seconds East a distance of 282.99 feet; thence turn South 37 degrees, 7 minutes, 24 seconds West a distance of 1611.65 feet; thence turn South 82 degrees, 37 minutes, 6 seconds East a

distance of 738.93 feet; thence proceed in an Easterly direction for a distance of 2655.99 feet to the point of beginning. Said property lies in Section 29, Township 20 South, Range 2 West.

Begin at the NE corner of Section 28, Township 20 South, Range 2 West and proceed South 89 degrees, 3 minutes, 46 seconds West along the Northern boundary of said Section 28 a distance of 1314.30 feet to the point of beginning; thence turn North 2 degrees, 0 minutes, 49 seconds East a distance of 2632.34 feet; thence turn North 84 degrees, 37 minutes, 27 seconds West a distance of 1284.38 feet; thence turn South 40 degrees, 24 minutes, 20 seconds West a distance of 3078.00 feet to a point along the North boundary of Section 28; thence South 82 degrees, 46 minutes, 09 seconds East a distance of 602.30 feet; thence in an Easterly direction a distance of 2605.03 feet, more or less, to the point of beginning. Said property lies in Section 21, Township 20 South, Range 2 West.

LESS AND EXCEPT

Part of Section 31 and part of Section 32, both in Township 20 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at an existing iron rebar being the most southerly corner of Lot 1331, Weatherly Wixford Forest-Sector 13, as recorded in the Office of the Judge of Probate, Shelby County, Alabama in Map Book 22, pages 23 A&B, run in a northeasterly direction along the southeast line of Lots 1331, 1332, 1333, 1334, 1335 and 1336 for a distance of 1075.0 feet to an existing iron rebar being the most easterly corner of said Lot 1336; thence turn an angle to the right of 2 degrees-0 minutes and run in a northeasterly direction along the southeast lines of Lots 1337 and 1338 for a distance of 490.0 feet to an existing iron rebar, thence turn an angle to the left of 11 degrees-53 minutes-31 seconds and run in a northeasterly direction along the southeast lines of Lots 37, 38, 39, 40, 41 of Weatherly Windsor Sector 11, as recorded in the Office of the Judge of Probate, Shelby County, in Map Book 18, Page 80, and also along the southeast line of Lot 42, A Resurvey of Lots 41, 42, and 43, Weatherly Windsor Sector 11, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 18, Page 84, for a distance of 1378.99 feet to an existing iron rebar; thence turn an angle to the left of 29 degrees-59 minutes-17 seconds and run in a northerly direction along the east line of said Lot 42 and Lot 43 of A Resurvey of Lots 41, 42, and 43, Weatherly Windsor Sector 11 for a distance of

141.95 feet; thence turn an angle to the right of 89 degrees-52 minutes-48 seconds and run in an easterly direction along the south line of Lot 43 of said subdivision for a distance of 154.29 feet; thence turn an angle to the left of 90 degrees-00 minutes-28 seconds and run in a northerly direction along the east line of said Lot 43 and along the east line of Lots 48, 49, 50 and 51 of Weatherly Windsor Sector 11, as recorded in Map Book 18, page 80 for a distance of 1311.82 feet; thence turn an angle to the right of 96 degrees-41 minutes-40 seconds and run in an easterly direction along the south line of Lot 113, Weatherly Windsor Sector 8, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 16, Page 110 for a distance of 374.31 feet to an existing iron pin, thence turn an angle to the right of 0 degrees-10 minutes-06 seconds and run in an easterly direction along the south line of Lot 112 of said Weatherly Windsor Sector 8 for a distance of 310.11 feet to an existing iron pin; thence turn an angle to the left of 0 degrees-19 minutes-38 seconds and run in an easterly direction along the south line of Lot 109, Weatherly Oxford Sector 10, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 9, Page 38, for a distance of 225.29 feet to an existing iron pin; thence turn an angle to the left of 0 degrees-03 minutes-35 seconds and run in an easterly direction for a distance of 63.19 feet to an existing iron pin, thence turn an angle to the right of 0 degrees-12 minutes-54 seconds and run in an easterly direction along the south line of Lot 108, Weatherly Oxford Sector 10, as recorded in Map Book 9, Page 38, for a distance of 240.0 feet to an existing iron pin; thence turn an angle to the right of 90 degrees and run in a southerly direction for a distance of 270.0 feet; thence turn an angle to the right of 90 degrees and run in a westerly direction for a distance of 135.0 feet; thence turn an angle to the left of 60 degrees-05 minutes-31 seconds and run in a southwesterly direction for a distance of 300.37 feet; thence turn an angle to the left of 12 degrees-09 minutes-18 seconds and run in a southwesterly direction for a distance of 181.25 feet; thence turn an angle to the right of 12 degrees-25 minutes-33 seconds and run in a southwesterly direction for a distance of 375.0 feet; thence turn an angle to the left of 15 degrees-04 minutes-07 seconds and run in a southwesterly direction for a distance of 161.55 feet; thence turn an angle to the right of 10 degrees-13 minutes-15 seconds and run in a southwesterly direction for a distance of 168.73 feet; thence turn an angle to the left of 4 degrees-32 minutes-20 seconds and run in a southwesterly direction for a distance of 361.44 feet; thence turn an angle to the right of 10 degrees-45 minutes-45 seconds and run in a southwesterly direction for a distance of 212.13 feet; thence turn an angle to the left of 10 degrees-07 minutes-41 seconds and run in a

southwesterly direction for a distance of 430.26 feet; thence turn an angle to the right of 7 degrees-19 minutes-43 seconds and run in a southwesterly direction for a distance of 376.72 feet; thence turn an angle to the left of 3 degrees-44 minutes-50 seconds and run in a southwesterly direction for a distance of 1158.73 feet; thence turn an angle to the right of 5 degrees-26 minutes-45 seconds and run in a southwesterly direction for a distance of 500.62 feet; thence turn an angle to the left of 2 degrees-09 minutes-47 seconds and run in a southwesterly direction for a distance of 800.79 feet; thence turn an angle to the right of 4 degrees-37 minutes-53 seconds and run in a southwesterly direction for a distance of 639.02 feet; thence turn an angle to the left of 27 degrees-03 minutes-11 seconds and run in a southwesterly direction for a distance of 118.92 feet; thence turn an angle to the left of 42 degrees-57 minutes 33 seconds and run in a southerly direction for a distance of 60.0 feet to a point on a curve, said curve being concave in a northerly direction and having a central angle of 34 degrees-25 minutes-37 seconds and a radius of 272.08 feet; thence turn an angle to the right (90 degrees to tangent) and run in a westerly direction along the arc of said curve for a distance of 163.49 feet to the point of ending of said curve, thence run in a westerly direction along a line tangent to the end of said curve for a distance of 20.11 feet to the point of beginning of a new curve, said newest curve being concave in a southerly direction and having a central angle of 14 degrees-13 minutes-31 seconds and a radius of 571.06 feet; thence turn an angle to the left and run in a westerly direction along the arc of said curve for a distance of 141.78 feet to the point of ending of said curve; thence run in a westerly direction along a line tangent to the end of said curve for a distance of 147.54 feet to the point of beginning of a new curve, said curve being concave in a northeasterly direction and having a central angle of 87 degrees-42 minutes-40 seconds and a radius of 466.35 feet; thence turn an angle to the right and run in a northwesterly and northerly direction along the arc of said curve for a distance of 713.91 feet to the point of ending of said curve; thence run in a northerly direction along a line tangent to the end of said curve for a distance of 250.0 feet to a point at the end of a road right-of-way for Weatherly Club Drive; thence turn an angle to the right of 90 degrees and run in an easterly direction along the end of said road right-of-way for a distance of 60.0 feet; thence turn an angle to the right of 90 degrees and run in a southerly direction for a distance of 250.0 feet to the point of beginning of a curve; said curve being concave in a northeasterly direction and having a central angle of 87 degrees-42 minutes-40 seconds and a radius of 406.35 feet; thence turn an angle to the left and run in a southerly and southeasterly direction along the arc of said curve for a

distance of 622.06 feet to the point of ending of said curve; thence run in an easterly direction along a line tangent to the end of said curve for a distance of 128.36 feet; thence turn an angle to the left of 80 degrees-48 minutes-34 seconds and run in a northerly direction for a distance of 108.15 feet; thence turn an angle to the left of 11 degrees-24 minutes-16 seconds and run in a northwesterly direction for a distance of 174.05 feet; thence turn an angle to the left of 59 degrees-34 minutes-43 seconds and run in a northwesterly direction for a distance of 193.14 feet; thence turn an angle to the right of 106 degrees-29 minutes-18 seconds and run in a northeasterly direction for a distance of 552.73 feet to an existing iron rebar being on the southeast line of Lot 1323, Weatherly Wixford Forest Sector 13, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 22, Pages 23 A&B; thence turn an angle to the right of 2 degrees-33 minutes-44 seconds and run in a northeasterly direction along the southeast line of said Lot 1323 and Lots 1324, 1325, 1326, 1327, 1328, 1329 and 1330, for a distance of 786.52 feet, more or less, to the point of beginning.