

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

LexisNexis Document Solutions
801 Adlai Stevenson Drive
Springfield, IL 62703

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME				
OR	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS	CITY		STATE	POSTAL CODE
600 Grant St., Suite 900	Denver		CO	80203
1d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
		LLC	DE	3723696 <input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS	CITY		STATE	POSTAL CODE
2d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME				
OR	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS	CITY		STATE	POSTAL CODE
Four World Financial Center, 16th Floor, 250 Vesey St.	New York		NY	10080

4. This FINANCING STATEMENT covers the following collateral:
See Schedule A and Exhibit A attached hereto and made a part hereof.

5. ALTERNATIVE DESIGNATION [if applicable]:	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional]		All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2 <input type="checkbox"/>			
8. OPTIONAL FILER REFERENCE DATA Green Park South AL-Shelby County						

2641280-72

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

ARC Communities 16 LLC

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

10. MISCELLANEOUS: AL-Shelby County

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

ADD'L INFO RE
ORGANIZATION
DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID #, if any

☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

12c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ fixture filing.

14. Description of real estate:

See Exhibit A attached hereto and made a part hereof.

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years

☐ Filed in connection with a Public-Finance Transaction — effective 30 years

SCHEDULE "A" TO UCC-1 FINANCING STATEMENT

DEBTOR:

ARC COMMUNITIES 16 LLC, a Delaware limited liability company

SECURED PARTY:

**MERRILL LYNCH MORTGAGE LENDING, INC.,
a Delaware corporation**

This financing statement covers the following collateral:

The real property described in Exhibit A attached hereto (the "Land") and all right, title, interest and estate of Debtor in and to the buildings, structures and improvements of every nature whatsoever now or hereafter located thereon (including, but not limited to, all gas and electric fixtures, radiators, heaters, docks and docking facilities, engines and machinery, boilers, ranges, elevators and motors, plumbing, heating and air conditioning fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to the Land or said buildings, structures or improvements) (the "Improvements");

TOGETHER WITH: all right, title, interest and estate of Debtor now owned, or hereafter acquired by Debtor, in and to the following property, rights, interest and estates (the Land, the Improvements together with the following property, rights, interests and estates being hereinafter described are collectively referred to herein as the "Property");

(a) all easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating to or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(b) all "equipment" as defined in the Uniform Commercial Code as adopted and enacted by the State where the Property is located (the "Uniform Commercial Code"), now or hereafter owned by Debtor or in which Debtor has or shall acquire an interest, now or hereafter located on, attached to or contained in or used or usable in connection with the Property and shall also mean and include all of the following (regardless of how classified under the UCC): all building materials, construction materials, personal property constituting furniture, fittings, appliances, apparatus, leasehold improvements, machinery, devices, interior improvements, appurtenances, equipment, plant, furnishings, fixtures, computers, electronic data processing equipment, telecommunications equipment and other fixed assets now owned or hereafter acquired by Debtor which are used in the operation of the business conducted at the Property; and all proceeds thereof, as well as all additions to, substitutions for, replacements of or accessions to any of the items recited as aforesaid and all attachments, components, parts (including spare parts) and accessories, whether installed thereon or affixed thereto, and wherever located, now or hereafter owned by Debtor and used or intended to be used in connection with, or with the

operation of the Land of the Improvements, or in connection with any construction being conducted or which may be conducted thereon, all regardless of whether the same are located on the Property or are located elsewhere (including without limitation, in warehouses or other storage facilities or in the possession of or on the premises of a bailee, vendor or manufacturer) for purposes of manufacture, storage, fabrication or transportation and all extensions, additions, improvements, betterments, renewals, substitutions and replacements to, and proceeds of, any of the foregoing (collectively, the "Equipment");

(c) all awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Land and the Improvements, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of said rights), or for a change of grade, or for any other injury to or decrease in the value of the Land and the Improvements;

(d) all leases, subleases, lettings, occupancy agreements, tenancies and licenses by Debtor as landlord of the Property or any part thereof now or hereafter entered into, and all amendments, extensions, renewals and guarantees thereof, and all security therefor (collectively, the "Leases") and all income, rents, rent equivalents, issues, profits, revenues (including all oil and gas or other mineral royalties and bonuses), deposits and other benefits from the Land and the Improvements (including, without limitation, all receivables, and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of property or rendering of services by Debtor or any operator or manager of the Property or the commercial space located in the Improvements or acquired from others (including, without limitation, from the rental of any office space, retail space or other space, halls, stores, and offices, and deposits securing reservations of such space, exhibit or sales space of every kind, license, lease, sublease and concession fees and rentals, health club membership fees, food and beverage wholesale and retail sales, service charges, vending machine sales and proceeds, if any, from business interruption or other loss of income insurance)) (collectively, the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the obligations of the Debtor;

(e) all proceeds of and any unearned premiums on any insurance policies covering the Property (including, without limitation, the right, subject to the terms of the Loan Agreement, to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property);

(f) the right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Secured Party in the Property;

(g) all "accounts" (as defined in the Uniform Commercial Code) now owned or hereafter acquired by Debtor, and arising out of or in connection with, the operation of the Property, and all other accounts described in the Management Agreement and all present and future accounts receivable, inventory accounts, contract rights, chattel paper, insurance policies, Instruments (hereafter described), Documents (hereafter described), payment intangibles, letter of credit rights, drafts, bills of exchange, trade acceptances, notes or other indebtedness owing to Debtor from whatever source arising or other rights to payment and all forms of obligations owing at any time to Debtor thereunder, whether now existing or hereafter created or otherwise acquired by Debtor, and all proceeds thereof and all liens, security interests, guaranties, remedies, privileges and other rights pertaining thereto, and all rights and remedies of any kind forming the subject matter of any of the foregoing (including, without limitation, (i) all income, Rents, issues,

profits, revenues, deposits and other benefits from the Property, (ii) all receivables and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of property or rendering of services by Debtor or any operator or manager of the Property or other commercial space located at the Property or acquired from others (including, without limiting the generality of the foregoing, from rental of space, halls, stores, and offices, and deposits securing reservations of such space, exhibit or sales space of every kind, license, lease, sublease and concession fees and rentals, health club membership fees, food and beverage wholesale and retail sales of merchandise, service charges, vending machine sales and proceeds, if any, from business interruption or other loss of income insurance), (iii) all sums of money, and all instruments, documents and securities held in any accounts in connection therewith, or any demand, time, savings or other account maintained with any bank or certificate of deposit issued by any bank with the proceeds of such account and (iv) all of the records and books (whether in tangible, electronic or other form) of account now or hereafter maintained by or on behalf of Debtor in connection with the operation of the Property; and (v) all supporting obligations and all liens and security interests securing any of the foregoing and all other rights, privileges and remedies relating to any of the foregoing) (collectively, the "Accounts");

(h) all "proceeds" (as defined in the Uniform Commercial Code) thereof and, in any event, shall include, without limitation, all proceeds, products, offspring, rents, profits or receipts, in whatever form, arising from the Property (including, without limitation, (i) cash, instruments and other property received, receivable or otherwise distributed in respect of or in exchange for any or all of the Property, (ii) the collection, sale, lease, sublease, concession, exchange, assignment, licensing or other disposition of, or realization upon, any item or portion of the Property (including, without limitation, all claims of Debtor against third parties for loss of, damage to, destruction of, or for proceeds payable under, or unearned premiums with respect to, policies of insurance in respect of, any the Property now existing or hereafter arising), (iii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to Debtor from time to time with respect to any of the Property, (iv) any and all payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with the requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Property by any Governmental Authority (or any person acting under color of Governmental Authority) and (v) any and all other amounts from time to time paid or payable under or in connection with any of the Property) (collectively, the "Proceeds");

(i) to the extent the assignment contemplated hereby would not result in a violation of the terms of the applicable pledged instrument, all agreements to which Debtor is a party or which are assigned to Debtor in the Management Agreement and which are executed in connection with the construction, operation and management of the Improvements located on the Property (including, without limitation, the Management Agreement and the agreements for the sale, lease or exchange of goods or other property and/or the performance of services by it, in each case whether now in existence or hereafter arising or acquired) as any such agreements have been or may be from time to time amended, supplemented or otherwise modified (collectively, "Contracts");

(j) all "documents" as defined in the Uniform Commercial Code (whether negotiable or non-negotiable) or other receipts covering, evidencing or representing goods now owned or hereafter acquired by Debtor (collectively, "Documents");

(k) to the extent the assignment contemplated hereby would not result in a violation of the terms of the applicable pledged instrument, all trademark licenses, trademarks, rights in

intellectual property, trade names, service marks and copyrights, copyright licenses, patents, patent licenses relating to the Property or the license to use intellectual property such as computer software owned or licensed by Debtor or other proprietary business information relating to Debtor's policies, procedures, manuals and trade secrets (collectively, "Intellectual Property");

(l) all "general intangibles" as defined in the Uniform Commercial Code, now owned or hereafter acquired by Debtor (including, without limitation, (i) all obligations or indebtedness owing to Debtor from whatever source arising (other than Receivables, Accounts, Rents, Instruments, Inventory, Contracts, Documents, Intellectual Property and Permits), (ii) all unearned premiums accrued or to accrue under all insurance policies for the Property obtained by Debtor, all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims (including, without limitation, proceeds of insurance, condemnation awards, and all rights of Debtor to refunds of real estate taxes and assessments), (iii) all royalties and license fees, (iv) all Intellectual Property, trademark licenses, trademarks, right in intellectual property, good will, trade names, service marks, trade secrets, copyrights, permits and licenses, together with the registrations therefor and the good will appurtenant thereto, (v) all rights or claims in respect of refunds for taxes paid and (vi) all rights in respect of any pension plan or similar arrangement maintained for employees of Debtor) (collectively, "General Intangibles");

(m) all Deposit Accounts and Investment Property;

(n) all (i) "instruments" as defined in the Uniform Commercial Code, "chattel paper" as defined in the Uniform Commercial Code, or letters of credit, evidencing, representing, arising from or existing in respect of, relating to, securing or otherwise supporting the payment of, any of the Collateral (including, without limitation, promissory notes, drafts, bills of exchange and trade acceptances) and chattel paper obtained by Debtor in connection with the Property (including, without limitation, all ledger sheets, computer records and printouts, databases, programs, books of account and files of Debtor relating thereto) and (ii) notes or other obligations of indebtedness owing to Debtor from whatever source arising, in each case now owned or hereafter acquired by Debtor (collectively, "Instruments");

(o) all "inventory" as defined in the Uniform Commercial Code, whether now or hereafter existing or acquired, and which arises out of or is used in connection with, directly or indirectly, the ownership and operation of the Property, all Documents representing the same and all Proceeds and products of the same (including, without limitation, all goods, merchandise, raw materials, work in process and other personal property, wherever located, now or hereafter owned or held by Debtor for manufacture, processing, the providing of services or sale, use or consumption in the operation of the Property (including, without limitation, fuel, supplies and similar items and all substances commingled therewith or added thereto) and rights and claims of Debtor against anyone who may store or acquire the same for the account of Debtor, or from whom Debtor may purchase the same) (collectively, "Inventory"); and

(p) to the extent the assignment contemplated hereby would not result in a violation of the terms of the applicable pledged instrument, all licenses, permits, variances and certificates used in connection with the ownership, operation, use or occupancy of the Property (including, without limitation, business licenses, state health department licenses, food service licenses, liquor licenses, licenses to conduct business and all such other permits, licenses and rights, obtained from any Governmental Authority or private Person concerning ownership, operation, use or occupancy of the Property) (collectively, "Permits").

The following terms shall have the following meanings:

“Governmental Authority” means any national or federal government, any state, regional, local or other political subdivision thereof with jurisdiction and any Person with jurisdiction exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining.

“Loan Agreement” means the Loan Agreement dated as of February 18, 2004, by Debtor, as borrower (the “Borrower”) and Secured Party, as lender (together with its successors and assigns, whether one or more), as the same may be extended, renewed, supplemented or modified.

“Management Agreement” means with respect to any Property, the property management agreement entered into between Borrower and the Manager, as such agreement may be amended, modified or supplemented from time to time, and any management agreement which may hereafter be entered into with respect to any Property, as the same may be amended, modified or supplemented from time to time.

“Manager” means ARC Management Services, Inc, a Delaware corporation, the current manager of the Property under the current Management Agreement, or such other Person as may hereafter be charged with management of any Property pursuant to the Management Agreement.

“Person” means any individual, corporation, limited liability company, partnership, joint venture, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.

ID: 1170

Property Name: Green Park South
301 Green Park South
Pelham, AL 35124

EXHIBIT A
Legal Description

A PARCEL OF LAND LOCATED IN SECTION 1, TOWNSHIP 20 SOUTH, RANGE 3 WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NE CORNER OF SAID SECTION 1; THENCE SOUTH ALONG THE EAST LINE THEREOF, A DISTANCE OF 1326.0 FEET; THENCE 45 DEG. 51 MIN. RIGHT, IN A SOUTHWESTERLY DIRECTION A DISTANCE OF 2025.0 FEET; THENCE 90 DEG. RIGHT, IN A NORTHWESTERLY DIRECTION, A DISTANCE OF 682.0 FEET; THENCE 81 DEG. 04 MIN. RIGHT, IN A NORTHEASTERLY DIRECTION, A DISTANCE OF 663.0 FEET; THENCE 90 DEG. LEFT, IN A NORTHWESTERLY DIRECTION, A DISTANCE OF 500.0 FEET; THENCE 90 DEG. RIGHT, IN A NORTHEASTERLY DIRECTION, A DISTANCE OF 1807.34 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 1; THENCE 55 DEG. RIGHT, IN AN EASTERLY DIRECTION, A DISTANCE OF 844.43 FEET TO THE POINT OF BEGINNING. SITUATED IN SHELBY COUNTY, ALABAMA.

A 50 FOOT WIDE PARCEL OF LAND LOCATED IN THE NW $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 2 WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SW CORNER OF THE NW $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 2 WEST, THENCE IN A NORTHERLY DIRECTION ALONG THE WESTERLY LINE OF SAID $\frac{1}{4}$ $\frac{1}{4}$ SECTION A DISTANCE OF 25 FEET TO THE POINT OF BEGINNING, SAID POINT BEING IN THE CENTER LINE OF HEREIN DESCRIBED FIFTY FOOT WIDE PARCEL OF LAND, SAID PARCEL BEING 25 FEET EACH SIDE OF HEREIN DESCRIBED CENTER LINE; THENCE 89 DEG. 10 MIN. RIGHT, IN AN EASTERLY DIRECTION, A DISTANCE OF 56.05 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 73 DEG. 32 MIN., AND A RADIUS OF 119.93 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 153.92 FEET TO END OF SAID CURVE AND THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 23 DEG. 18 MIN. AND A RADIUS OF 242.51 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 98.62 FEET TO END OF SAID CURVE; THENCE NORTHEASTERLY A DISTANCE OF 715.64 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 16 DEG. 02 MIN. 30 SEC., AND A RADIUS OF 354.83 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 99.34 FEET TO END OF SAID CURVE; THENCE NORTHEASTERLY A DISTANCE OF 27.50 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 35 DEG. 26 MIN. 30 SEC. AND A RADIUS OF 313.17 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE A DISTANCE OF 193.72 FEET TO END OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 78 DEG. 41 MIN. AND A RADIUS OF 135.26 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE A DISTANCE OF 185.75 FEET TO ITS INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 31 AND END OF HEREIN DESCRIBED 50 FOOT WIDE PARCEL. SITUATED IN SHELBY COUNTY, ALABAMA.

A PARCEL OF LAND LOCATED IN THE W $\frac{1}{2}$ OF THE NW $\frac{1}{4}$ OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 2 WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NW CORNER OF THE SW $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 2 WEST, SAID POINT BEING ON THE SOUTH RIGHT OF WAY BOUNDARY OF TRAILER PARK ROAD; THENCE EASTERLY ALONG THE NORTH BOUNDARY OF SAID $\frac{1}{4}$ $\frac{1}{4}$ SECTION, WHICH IS ALSO ALONG SAID SOUTH RIGHT OF WAY BOUNDARY 55.69 FEET TO THE POINT OF BEGINNING OF THE ARC OF A CURVE, TANGENT TO LAST MENTIONED COURSE TURNING TO THE LEFT, HAVING A CENTRAL ANGLE OF 73 DEG. 32 MIN. AND A RADIUS OF 144.93 FEET; THENCE EASTERLY AND THENCE NORTHEASTERLY ALONG SAID ARC 186.00 FEET TO THE POINT OF BEGINNING OF ANOTHER CURVE,

TURNING TO THE RIGHT, TANGENT TO LAST MENTIONED CURVE, HAVING A CENTRAL ANGLE OF 23 DEG. 18 MIN. AND A RADIUS OF 217.51 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF LAST MENTIONED CURVE 88.45 FEET; THENCE NORTHEASTERLY ALONG A LINE TANGENT TO LAST MENTIONED ARC 17.75 FEET (THE LAST MENTIONED THREE COURSES WERE ALONG SAID SOUTH RIGHT OF WAY BOUNDARY OF TRAILER PARK ROAD); THENCE RIGHT 63 DEG. 30 MIN. IN A SOUTHEASTERLY DIRECTION 35 FEET, MORE OR LESS, TO THE CENTERLINE OF BISHOP CREEK; THENCE SOUTHWESTERLY ALONG SAID CENTERLINE 486 FEET, MORE OR LESS, TO INTERSECTION WITH THE WEST BOUNDARY OF SAID $\frac{1}{4}$ $\frac{1}{4}$ SECTION: THENCE NORTHERLY ALONG SAID WEST BOUNDARY 173 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. SITUATED IN SHELBY COUNTY, ALABAMA.

CENTERLINE OF 8.00 FEET EASEMENT FOR WALK

BEGIN AT THE NW CORNER OF THE SW $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 2 WEST; THENCE SOUTHERLY ALONG THE WEST BOUNDARY OF SAID $\frac{1}{4}$ $\frac{1}{4}$ SECTION 58.00 FEET TO THE POINT OF BEGINNING OF CENTERLINE HEREIN DESCRIBED; THENCE 81 DEG. 58 MIN. LEFT IN A SOUTHEASTERLY DIRECTION 28.10 FEET; THENCE 39 DEG. 00 MIN. RIGHT IN A SOUTHEASTERLY DIRECTION 75 FEET, MORE OR LESS, TO INTERSECTION WITH THE CENTERLINE OF BISHOP CREEK, SAID INTERSECTION BEING THE TERMINUS OF CENTERLINE HEREIN DESCRIBED. SITUATED IN SHELBY COUNTY, ALABAMA.

PART OF LOT 1 JH BANKER'S SUBDIVISION AND PART OF THE SE $\frac{1}{4}$ AND THE NE $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 3 WEST AND THE NW $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 2 WEST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SE CORNER OF THE SE $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA AND RUN THENCE NORTH 00 DEG. 02 MIN. 45 SEC. WEST ALONG THE EAST LINE OF SAID $\frac{1}{4}$ $\frac{1}{4}$ SECTION A DISTANCE OF 1,151.65 FEET TO PROPERTY CORNER IN THE CENTERLINE OF BISHOP CREEK; THENCE RUN SOUTH 59 DEG. 29 MIN. 19 SEC. WEST ALONG CENTERLINE OF SAID CREEK 59.70 FEET TO A PROPERTY CORNER; THENCE RUN SOUTH 21 DEG. 16 MIN. 11 SEC. WEST ALONG CENTERLINE OF SAID CREEK 159.36 FEET TO A PROPERTY CORNER; THENCE RUN SOUTH 56 DEG. 34 MIN. 04 SEC. WEST ALONG CENTERLINE OF SAID CREEK 26.66 FEET TO A PROPERTY CORNER, THENCE RUN ALONG CENTERLINE OF SAID CREEK NORTH 87 DEG. 38 MIN. 50 SEC. WEST A DISTANCE OF 140.35 FEET TO A PROPERTY CORNER; THENCE RUN ALONG THE CENTERLINE OF SAID CREEK NORTH 68 DEG. 19 MIN. 51 SEC. WEST A DISTANCE OF 53.89 FEET TO A PROPERTY CORNER; THENCE RUN NORTH 63 DEG. 53 MIN. 32 SEC. WEST ALONG CENTERLINE OF SAID CREEK 22.40 FEET TO A POINT ON THE DIAGONAL LINE FROM THE NE CORNER OF SUBJECT $\frac{1}{4}$ $\frac{1}{4}$ SECTION TO THE SW CORNER OF SAME SAID $\frac{1}{4}$ $\frac{1}{4}$ SECTION; THENCE CONTINUE NORTH 63 DEG. 53 MIN. 32 SEC. WEST ALONG CENTERLINE OF SAID BISHOP CREEK A DISTANCE OF 101.71 FEET TO A PROPERTY CORNER; THENCE RUN NORTH 70 DEG. 16 MIN. 22 SEC. WEST ALONG CENTERLINE OF SAID CREEK A DISTANCE OF 53.59 FEET TO A PROPERTY CORNER; THENCE RUN SOUTH 59 DEG. 36 MIN. 19 SEC. WEST ALONG THE CENTERLINE OF SAID CREEK A DISTANCE OF 62.77 FEET TO A PROPERTY CORNER; THENCE RUN SOUTH 56 DEG. 48 MIN. 01 SEC. WEST ALONG THE CENTERLINE OF SAID CREEK A DISTANCE OF 65.03 FEET TO A PROPERTY CORNER; THENCE RUN SOUTH 40 DEG. 55 MIN. 10 SEC. WEST ALONG CENTERLINE OF SAID CREEK A DISTANCE OF 68.06 FEET TO A PROPERTY CORNER; THENCE RUN SOUTH 19 DEG. 36 MIN. 18 SEC. WEST ALONG CENTERLINE OF SAID CREEK A DISTANCE OF 48.20 FEET TO A PROPERTY CORNER; THENCE RUN SOUTH 24 DEG. 14 MIN. 39 SEC. WEST ALONG CENTERLINE OF SAID CREEK A DISTANCE OF 56.85 FEET TO A PROPERTY CORNER; THENCE RUN SOUTH 29 DEG. 52 MIN. 59 SEC. WEST ALONG CENTERLINE OF SAID CREEK A DISTANCE OF 76.33 FEET TO A PROPERTY CORNER; THENCE RUN SOUTH 36 DEG. 20 MIN. 45 SEC. WEST ALONG CENTERLINE OF SAID CREEK A DISTANCE OF 69.25 FEET TO A PROPERTY CORNER; THENCE RUN SOUTH 28 DEG. 20 MIN. 41 SEC. WEST ALONG CENTERLINE OF SAID CREEK A DISTANCE OF 50.82 FEET TO A PROPERTY CORNER; THENCE RUN SOUTH 35 DEG. 34 MIN. 16 SEC. WEST ALONG CENTERLINE OF SAID CREEK A DISTANCE OF 39.42 FEET TO A PROPERTY CORNER; THENCE RUN SOUTH 08 DEG. 36 MIN. 24 SEC. EAST ALONG CENTERLINE OF SAID CREEK A DISTANCE OF 42.56 FEET

TO A PROPERTY CORNER; THENCE RUN SOUTH 32 DEG. 15 MIN. 53 SEC. EAST ALONG CENTERLINE OF SAID CREEK A DISTANCE OF 34.40 FEET TO A PROPERTY CORNER ON THE DIAGONAL (SO CALLED TWENTY ACRE LINE) LINE BETWEEN THE NE CORNER OF SAID SE $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ AND THE SW $\frac{1}{4}$ OF SAME SAID $\frac{1}{4}$ $\frac{1}{4}$; THENCE RUN SOUTH 45 DEG. 50 MIN. 56 SEC. WEST ALONG SAID DIAGONAL LINE A DISTANCE OF 809.57 FEET TO A PROPERTY CORNER REPRESENTING THE SW CORNER OF THE SAID SE $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SAID SECTION 1; THENCE RUN SOUTH 89 DEG. 43 MIN. 11 SEC. EAST ALONG THE SOUTH LINE OF SAID $\frac{1}{4}$ $\frac{1}{4}$ AND THE CENTERLINE OF SAME SAID BISHOP CREEK A DISTANCE OF 610.01 FEET TO A PROPERTY CORNER IN THE CENTERLINE OF SAID CREEK; THENCE RUN NORTH 60 DEG. 22 MIN. 32 SEC. EAST ALONG CENTERLINE OF SAID CREEK A DISTANCE OF 87.16 FEET TO A PROPERTY CORNER IN THE CENTERLINE OF SAID CREEK; THENCE RUN NORTH 67 DEG. 18 MIN. 26 SEC. EAST A DISTANCE OF 101.94 FEET TO A STEEL REBAR PROPERTY CORNER; THENCE RUN SOUTH 67 DEG. 18 MIN. 21 SEC. EAST AND 4.51 FEET NORTH OF AND NEARLY PARALLEL TO AN EXISTING INDUSTRIAL FENCE A DISTANCE OF 764.54 FEET TO A FOUND CRIMPED PIPE CORNER ON THE WESTERLY MARGIN OF U.S. HIGHWAY NO. 31, AKA, PELHAM PARKWAY; THENCE RUN NORTH 27 DEG. 35 MIN. 30 SEC. EAST ALONG SAID MARGIN OF SAID HIGHWAY A DISTANCE OF 73.53 FEET TO A PROPERTY CORNER; THENCE RUN NORTH 67 DEG. 23 MIN. 27 SEC. WEST A DISTANCE OF 173.65 FEET TO A PROPERTY CORNER; THENCE RUN NORTH 36 DEG. 40 MIN. 19 SEC. EAST A DISTANCE OF 46.35 FEET TO A PROPERTY CORNER; THENCE RUN NORTH 35 DEG. 01 MIN. 49 SEC. WEST A DISTANCE OF 48.32 FEET TO A PROPERTY CORNER ON THE EAST LINE OF THE NE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SAME SAID SECTION 1; THENCE RUN NORTH 00 DEG. 02 MIN. 19 SEC. WEST ALONG THE EAST LINE OF THE SAID NE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SAME SAID SECTION 1 A DISTANCE OF 79.04 FEET TO THE POINT OF BEGINNING. SITUATED IN SHELBY COUNTY, ALABAMA.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:
COMMENCE AT THE NE CORNER OF THE SE $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA AND RUN THENCE SOUTH 45 DEG. 50 MIN. 56 SEC. WEST A DISTANCE OF 476.34 FEET TO A POINT IN THE CENTERLINE OF BISHOP CREEK AND THE POINT OF BEGINNING OF THE PROPERTY BEING DESCRIBED; THENCE RUN NORTH 63 DEG. 53 MIN. 32 SEC. WEST ALONG THE CENTERLINE OF BISHOP CREEK A DISTANCE OF 101.71 FEET TO A POINT; THENCE RUN NORTH 70 DEG. 16 MIN. 22 SEC. WEST ALONG SAID CENTERLINE OF SAID CREEK 53.59 FEET TO A POINT; THENCE RUN SOUTH 59 DEG. 36 MIN. 19 SEC. WEST ALONG CENTERLINE OF SAID CREEK 62.77 FEET TO A POINT; THENCE RUN SOUTH 56 DEG 48 MIN 01 SEC WEST ALONG CENTERLINE OF SAID CREEK 65.03 FEET TO A POINT; THENCE RUN SOUTH 40 DEG 55 MIN 10 SEC WEST ALONG THE CENTERLINE OF SAID CREEK 68.06 FEET TO A POINT; THENCE RUN SOUTH 19 DEG 36 MIN 18 SEC WEST ALONG CENTERLINE OF SAID CREEK 48.20 FEET TO A POINT; THENCE RUN SOUTH 24 DEG 14 MIN 39 SEC WEST ALONG CENTERLINE OF SAID CREEK 56.85 FEET TO A POINT; THENCE RUN SOUTH 29 DEG 52 MIN 59 SEC WEST ALONG CENTERLINE OF SAID CREEK 76.33 FEET TO A POINT; THENCE RUN SOUTH 36 DEG 20 MIN 45 SEC WEST ALONG CENTERLINE OF SAID BISHOP CREEK 69.25 FEET TO A POINT; THENCE RUN SOUTH 28 DEG 20 MIN 41 SEC WEST ALONG SAID CENTERLINE OF SAID CREEK 50.82 FEET TO A POINT; THENCE RUN SOUTH 35 DEG 34 MIN 16 SEC WEST ALONG CENTERLINE OF SAID CREEK 39.42 FEET TO A POINT; THENCE RUN SOUTH 08 DEG 36 MIN 24 SEC EAST ALONG CENTERLINE OF SAID CREEK 42.56 FEET TO A POINT; THENCE RUN SOUTH 32 DEG 15 MIN 53 SEC EAST ALONG CENTERLINE OF SAID CREEK 34.40 FEET TO A POINT; THENCE RUN NORTH 45 DEG 50 MIN 56 SEC EAST A DISTANCE OF 607.41 TO THE POINT OF BEGINNING SITUATED IN SHELBY COUNTY, ALABAMA

BEGINNING AT THE NE CORNER OF THE SE 1/4 OF THE NE 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA AND RUN THENCE SOUTH 45 DEG 50 MIN 56 SEC WEST A DISTANCE OF 476.34 FEET TO A POINT IN THE CENTERLINE OF BISHOP CREEK; THENCE RUN SOUTH 63 DEG 53 MIN 32 SEC EAST ALONG SAID CENTERLINE OF SAID CREEK 22.40 FEET TO A POINT; THENCE RUN SOUTH 69 DEG 19 MIN 51 SEC EAST ALONG SAID CENTERLINE OF SAID CREEK 53.89 FEET TO A POINT; THENCE RUN SOUTH 87 DEG 38 MIN 50 SEC EAST ALONG SAID CENTERLINE OF SAID CREEK 140.35 FEET TO A POINT; THENCE NORTH 56 DEG 34 MIN 04 SEC EAST ALONG SAID CENTERLINE OF SAID CREEK 26.66 FEET TO A POINT; THENCE RUN NORTH 21 DEG 16 MIN 11 SEC EAST ALONG SAID CENTERLINE OF SAID CREEK 159.36 FEET TO A POINT; THENCE RUN NORTH 59 DEG 29 MIN 19 SEC EAST ALONG CENTERLINE OF SAID CREEK 61.31 FEET TO A POINT ON THE EAST LINE OF SAID SE 1/4 OF NE 1/4 OF SAID SECTION 1; THENCE RUN NORTH 00 DEG 30 MIN 24 SEC WEST ALONG SAID EAST LINE OF SAID 1/4 1/4 A DISTANCE OF 173.00 FEET TO THE POINT OF BEGINNING. SITUATED IN SHELBY COUNTY, ALABAMA.

Ad Valorem Tax ID Numbers:

58-14-3-06-2-001-009.000
58-14-3-06-2-001-008.000
58-13-1-01-1-001-011.000
58-13-1-01-1-001-002.000
58-14-3-06-2-001-006
58-13-1-01-4-001-001