

20050802000389380 1/12 \$48.00  
Shelby Cnty Judge of Probate, AL  
08/02/2005 10:57:46AM FILED/CERT

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

John Chamberlin  
Sidley Austin Brown & Wood LLP  
10 South Dearborn Street  
Chicago, IL 60603

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						
MEADOW BROOK OFFICE, LLC						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
3595 Grandview Parkway, Suite 400			Birmingham	AL	35243	USA
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any		
		LLC	DE	3997985 <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	COUNTRY
2d. SEE INSTRUCTIONS	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						
Greenwich Capital Financial Products, Inc.						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
600 Steamboat Road			Greenwich	CT	06830	USA

4. This FINANCING STATEMENT covers the following collateral:

See Schedule 1 and Exhibit A attached hereto and made a part hereof.

5. ALTERNATIVE DESIGNATION (if applicable):		<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> 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]		<input type="checkbox"/> All Debtors		<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2	
8. OPTIONAL FILER REFERENCE DATA							

FIXTURE FILING

AL-Shelby County Probate Court



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## 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 MEADOW BROOK OFFICE, LLC		
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME MIDDLE NAME, SUFFIX

10. MISCELLANEOUS: AL-Shelby County Probate Court

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
11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION 11g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> 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 1 TO UCC-1

Attached to and being a part of UCC-1 Financing Statement from **MEADOW BROOK OFFICE, LLC**, a Delaware limited liability company, as Debtor, to **GREENWICH CAPITAL FINANCIAL PRODUCTS, INC.**, a Delaware corporation, as Secured Party.

1. All of Debtor's right, title, interest and estate in and to the real property described on Exhibit "A" attached hereto, together with all the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located thereon, and 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 or pertaining to the property 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 Property, 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 property, and every part and parcel thereof, with the appurtenances thereto, and all machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures) and other property of every kind and nature, whether tangible or intangible, whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the property, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the property and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the property, or appurtenant thereto, and usable in connection with the present or future operation, enjoyment and occupancy of the property, including the proceeds of any sale or transfer of the foregoing, and the right, title and interest of Debtor in and to any of the equipment which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the property is located superior in lien to the lien of the Mortgage; all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the real property; and all of the foregoing, together with said property (or any leasehold estate of Debtor in said property) are herein referred to as the "Property";

2. All of Debtor's right, title, interest and estate in all awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain or condemnation (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 Property;

3. All of Debtor's right, title, interest and estate in all leases, tenancies, licenses, subleases, assignments and/or other rental or occupancy agreements (including, without limitation, any and all guarantees and supporting obligations of and security deposit and letter of credit rights relating to any of the foregoing) heretofore or hereafter entered into affecting the



use, enjoyment or occupancy of the Property, including any extensions, renewals, modifications or amendments thereof (collectively, the "Leases"), together with all rights, powers, privileges, options and other benefits of Debtor as lessor under the Leases, including, without limitation, the immediate and continuing right to receive and collect all rents, income, revenues, issues, profits, condemnation awards, insurance proceeds, moneys and security payable or receivable under the Leases or pursuant to any of the provisions thereof, whether as rent or otherwise, the right to accept or reject any offer made by any tenant pursuant to its Lease to purchase the Property and any other property subject to the Lease as therein provided and to perform all other necessary or appropriate acts with respect to such Leases as agent and attorney-in-fact for Debtor, and the right to make all waivers and agreements, to give and receive all notices, consents and releases, to take such action upon the happening of a default under any Lease, including the commencement, conduct and consummation of proceedings at law or in equity as shall be permitted under any provision of any Lease or by any law, and to do any and all other things whatsoever which Debtor is or may become entitled to do under any such Lease together with all accounts receivable, contract rights, franchises, interests, estates or other claims, both at law or in equity, relating to the Property, to the extent not included in rent earnings and income under any of the Leases, including the right to receive and collect any sums payable to Debtor thereunder and all deposits or other security or advance payments made by Debtor with respect to any of the services related to the Property or the operation thereof, and together with all rents, rent equivalents (including room revenues, if applicable), moneys payable as damages or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Debtor or its agents or employees from any and all sources arising from or attributable to the Property (the "Rents"), and together with 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 Debt;

4. All of Debtor's right, title and interest in, to and under any and all reserve, deposit or escrow accounts (the "Accounts") made pursuant to any of the Loan Documents, together with all income, profits, benefits, investment property and advantages arising therefrom, and together with all rights, powers, privileges, options and other benefits of Debtor under the Accounts, and together with the right to do any and all other things whatsoever which Debtor is or may become entitled to do under the Accounts;

5. Debtor's interest in all trade names, software, trademarks, trademark applications, trademark licenses, servicemarks, logos, copyrights, copyright applications, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

6. All proceeds of and any unearned premiums on any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, subject to the terms of the Loan Documents, for damage to the Property or any part thereof;



7. the right, following the occurrence and during an Event of Default, 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 the Secured Party in the Property or any part thereof;


8. All accounts, escrows, reserves, documents, instruments, chattel paper, monetary obligations, claims, deposits, investment property and general intangibles, as the foregoing terms are defined in the Uniform Commercial Code, and all books, records, plans, specifications, designs, drawings, permits, consents, licenses, franchises, management agreements, contracts, contract rights (including, without limitation, any contract with any architect or engineer or with any other provider of goods or services for or in connection with any construction, repair, or other work upon the Property), approvals, actions, refunds or real estate taxes and assessments (and any other governmental impositions related to the Property), and causes of action that now or hereafter relate to, are derived from or are used in connection with the Property, or the use, operation, management, improvement, alteration, repair, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon;

9. All accounts receivable, contract rights, interests, estate or other claims, both in law and in equity, which Debtor now has or may hereafter acquire in the Property or any part thereof;

10. All rights which Debtor now has or may hereafter acquire, to be indemnified and/or held harmless from any liability, loss, damage, cost or expense (including, without limitation, attorneys' fees and disbursements) relating to the Property or any part thereof;

11. All personal property of Debtor; and

12. Any and all proceeds and products of any of the foregoing (collectively, the "Collateral").

  
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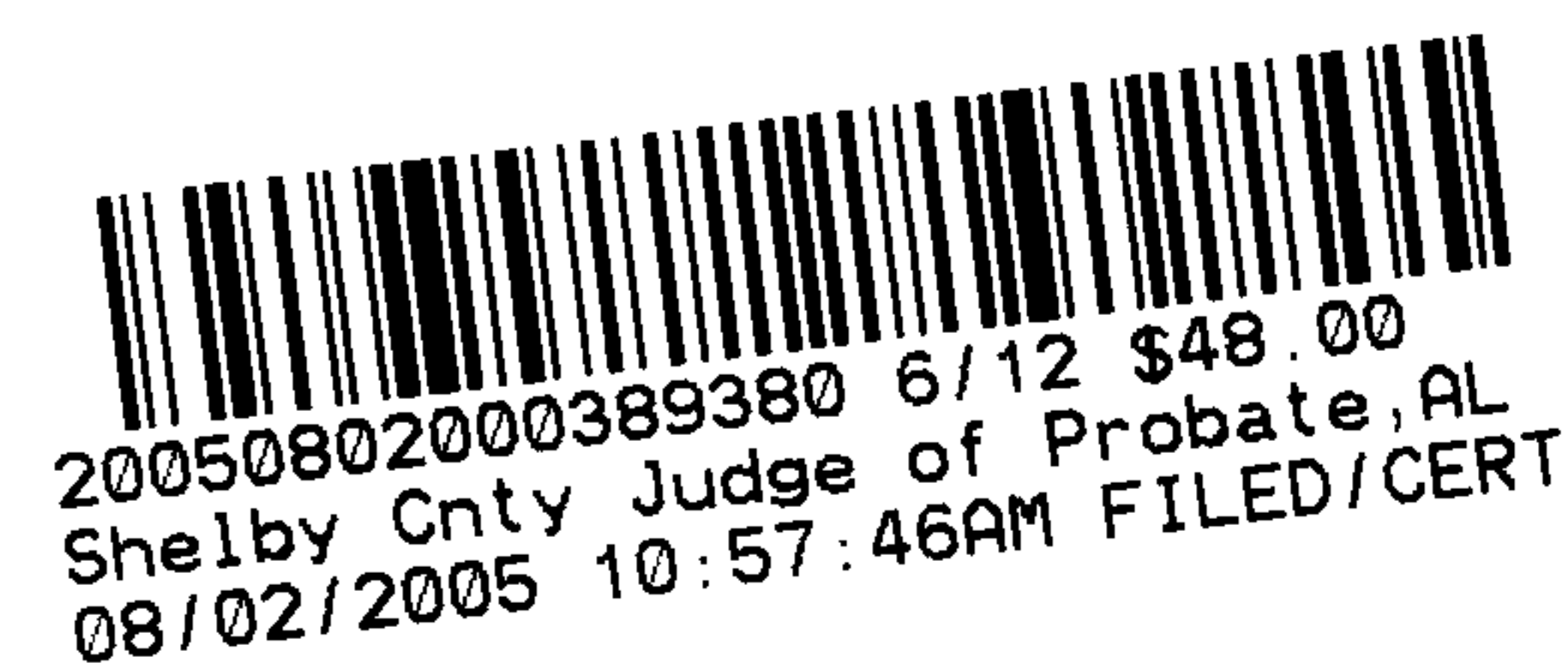
#### ATTACHMENT

#### Exhibit A Legal Description of Real Property



## EXHIBIT A

### LEGAL DESCRIPTION



PARCEL A:  
(#100 and #500 Corporate Parkway):

#100 Corporate Parkway:

Lot 4, according to the Map and Survey of Meadow Brook Corporate Park South, Phase II, as recorded in Map Book 12, Page 10 in the Probate Office of Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of the S.W.1/4 of the S.E.1/4 of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama and run North 0°00' East (assumed) along the East line of said 1/4-1/4 section a distance of 1115.12 feet to a point on the Southeasterly right-of-way line of U. S. Highway #280; thence South 83°13'57" West along the Southeasterly right-of-way line of U. S. Highway #280 a distance of 1634.70 feet to the POINT OF BEGINNING; thence continue South 83°13'57" West along the Southeasterly right-of-way line of U. S. Highway #280 a distance of 454.02 feet to a point, said point being the Northeasterly corner of Lot 2, Meadow Brook Corporate Park South Phase II as recorded in Map Book 12, Page 10 in the Probate Office of Shelby County, Alabama; thence South 12°44'50" East along the property boundary of said Lot 2 a distance of 349.64 feet to a point; thence South 30°56'48" East along the property boundary of said Lot 2 a distance of 410.33 feet to the Easternmost corner of said Lot 2, said point lying on the Northwestern boundary of Lot 5, of said Meadow Brook Corporate Park South Phase II; thence North 48°41'24" East along the property boundary of said Lot 5 a distance of 338.18 feet to a point; thence South 67°18'52" East along the property boundary of said Lot 5 a distance of 155.00 feet to the Southwesternmost corner of Lot B of said Meadow Brook Corporate Park South Phase II; thence North 17°08'54" East along the property boundary of said Lot B a distance of 271.26 feet to a point on a curve to the right having a radius of 79.00 feet, a central angle of 44°46'15" and a chord bearing of North 31°42'24" West, said point also lying on the boundary of Lake #1; thence along the arc of said curve and the property boundary of said Lot B and Lake #1 a distance of 61.73 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve North 9°19'16" West along the property boundary of said Lot B and Lake #1 a distance of 6.32 feet to the P.C. (point of curve) of a curve to the left having a radius of 166.73 feet, a central angle of 31°56'11" and a chord bearing of North 25°17'22" West; thence along the arc of said curve and the property boundary of said Lot B and Lake #1 a distance of 92.94 feet to the P.R.C. (point of reverse curve) of a curve to the right having a radius of 104.23 feet, a central angle of 69°19'18" and a chord bearing of North 6°35'48" West; thence along the arc of said curve and the property boundary of said Lot B and Lake #1 a distance of 126.11 feet to a point; thence South 82°52'32" West along the property boundary of said Lot B a distance of 218.94 feet to a point; thence North 7°06'23" West along the property boundary of said Lot B a distance of 93.53 feet to the POINT OF BEGINNING.



#500 Corporate Parkway:

Lot 2, according to the Map and Survey of Meadow Brook Corporate Park South, Phase II, as recorded in Map Book 12, Page 10 in the Probate Office of Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of the S.W.1/4 of the S.E.1/4 of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama and run North 0°00' East (assumed) along the East line of said 1/4-1/4 section a distance of 1115.12 feet to a point on the Southeasterly right-of-way line of U. S. Highway #280; thence South 83°13'57" West along the Southeasterly right-of-way line of U. S. Highway #280 a distance of 2088.72 feet to the POINT OF BEGINNING; thence continue South 83°13'57" West along the Southeasterly right-of-way line of U. S. Highway #280 a distance of 131.99 feet to a point; thence South 85°55'53" West along the Southeasterly right-of-way line of U.S. Highway #280 a distance of 29.50 feet to a point, said point being the Northeasterly corner of Lot 3, Meadow Brook Corporate Park South Phase II as recorded in Map Book 12, Page 10 in the Probate Office of Shelby County, Alabama; thence South 2°59'04" East along the property boundary of said Lot 3 a distance of 76.61 feet to a point; thence South 42°56'25" West along the property boundary of said Lot 3 a distance of 118.96 feet to a point; thence South 24°56'21" West along the property boundary of said Lot 3 a distance of 102.08 feet to a point; thence North 73°49'03" West along the property boundary of said Lot 3 a distance of 172.38 feet to a point; thence South 15°33'08" West along the Property boundary of said Lot 3 a distance of 53.70 feet to a point; thence South 65°56'15" West along the property boundary of said Lot 3 a distance of 80.92 feet to a point; thence North 80°03' West along the property boundary of said Lot 3 a distance of 43.53 feet to a point on the Southeasterly right-of-way line of Meadow Brook Drive, said point also lying on a curve to the right having a radius of 724.15 feet, a central angle of 16°03'04" and a chord bearing of South 15°39'59" West; thence along the arc of said curve and the Southeasterly right-of-way line of Meadow Brook Drive a distance of 202.87 feet to the Northernmost corner of Lot 1 of said Meadow Brook Corporate Park South Phase II; thence South 66°13'43" East along the property boundary of said Lot 1 a distance of 49.59 feet to a point; thence South 6°04'09" East along the property boundary of said Lot 1 a distance of 196.54 feet to a point; thence South 17°11'22" East along the property boundary of said Lot 1 a distance of 94.02 feet to a point on the Northerly right-of-way line of Corporate Parkway; thence North 71°36'10" East along the right-of-way line of Corporate Parkway a distance of 184.57 feet to the P. C. (point of curve) of a curve to the right having a radius of 460.00 feet, a central angle of 56°17' and a chord bearing of South 80°15'18" East; thence along the arc of said curve and the right-of-way line of Corporate Parkway a distance of 451.87 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve South 52°06'46" East along the right-of-way line of Corporate Parkway a distance of 124.95 feet to a point, said point being the Westernmost corner of Lot 5 of said Meadow Brook Corporate Park South Phase II; thence North 31°41'55" East along the property boundary of said Lot 5 a distance of 237.30 feet to the Southernmost corner of Lot 4 of said Meadow Brook Corporate Park South Phase II; thence North 30°56'48" West along the property boundary of said Lot 4 a distance of 410.33 feet to a point; thence North 12°44'50" West along the property boundary of said Lot 4 a



distance of 349.64 feet to the POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING PERMANENT, NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS ACROSS A PORTION OF LOT B, ACCORDING TO THE MAP AND SURVEY OF MEADOW BROOK CORPORATE PARK SOUTH, PHASE II, AS RECORDED IN MAP BOOK 12, PAGE 10, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commence at the Southeast corner of the S.W.1/4 of the S.E.1/4 of Section 31, Township 18 South, Range 1 West; thence Northerly along the East line of said 1/4-1/4 section a distance of 1115.12 feet to the point of intersection of said East line with the Southerly right-of-way line of U.S. Highway No. 280; thence  $96^{\circ}46'03''$  to the left in a Southwesterly direction along said highway right-of-way line a distance of 1634.70 feet to a point; thence  $90^{\circ}20'30''$  to the left in a Southerly direction a distance of 93.57 feet to a point; thence  $90^{\circ}00'$  to the left in an Easterly direction a distance of 219.00 feet to a point on the boundary of Lake #1, said point being on a curve to the left having a radius of 104.23 feet and a central angle of  $69^{\circ}10'29''$ ; thence  $125^{\circ}11'31''$  to the right (angle measured to tangent) and along the arc of said curve along the boundary of Lake #1 a distance of 125.84 feet to the P.R.C. (point of reverse curve) of a curve to the right having a radius of 166.73 feet and a central angle of  $31^{\circ}56'11''$ ; thence along the arc of said curve and along the boundary of Lake #1 a distance of 92.94 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Southerly direction along the boundary of Lake #1 a distance of 6.32 feet to the P.C. (point of curve) of a curve to the left having a radius of 79.00 feet and a central angle of  $44^{\circ}46'15''$ ; thence along the arc of said curve and along the boundary of Lake #1 a distance of 61.73 feet to a point; thence  $71^{\circ}03'07''$  to the right (angle measured to tangent) in a Southwesterly direction a distance of 210.98 feet to the POINT OF BEGINNING; thence  $84^{\circ}26'03''$  to the left in a Southeasterly direction a distance of 71.55 feet to a point on the Northwesterly line of Corporate Parkway, said point being on a curve to the left having a radius of 385.00 feet and a central angle of  $9^{\circ}02'$ ; thence  $86^{\circ}11'20''$  to the right (angle measured to tangent) in a Southwesterly direction along the Northwesterly line of Corporate Parkway and along the arc of said curve a distance of 60.70 feet to a point; thence  $102^{\circ}50'39''$  to the right (angle measured to tangent) in a Northwesterly direction a distance of 74.49 feet to a point; thence  $84^{\circ}26'03''$  to the right in a Northeasterly direction a distance of 60.28 feet to the POINT OF BEGINNING; being situated in Shelby County, Alabama.

TOGETHER WITH THE FOLLOWING PERMANENT, NON-EXCLUSIVE EASEMENT APPURTENANT TO PARCEL A OVER THE FOLLOWING DESCRIBED REAL ESTATE FOR THE PURPOSE OF INSTALLING UNDERGROUND SEWER LINES, TO-WIT:

A 15 foot wide easement for sanitary sewer across Lot B created pursuant to a Sewer Line Easement Agreement dated September 28, 1989, and recorded in Book 258, page 800 and also recorded in the Map of Meadow Brook Corporate Park South, Phase II, as recorded in Map Book 12, Page 10 in the Probate Office of Shelby County, Alabama, said easement also being described by metes and bounds and lying 7.50 feet on each side of a centerline being located as follows:



Commence at the Southeast corner of the S.W.1/4 of the S.E.1/4 of Section 31, Township 18 South, Range 1 West; thence Northerly along the East line of said 1/4-1/4 section a distance of 1115.12 feet to the point of intersection of said East line with the Southerly right-of-way line of U.S. Highway #280; thence  $96^{\circ}46'03''$  to the left in a Southwesterly direction along said highway right-of-way line a distance of 1634.70 feet to a point; thence  $90^{\circ}20'30''$  to the left in a Southerly direction a distance of 93.57 feet to a point; thence  $90^{\circ}00'$  to the left in an Easterly direction a distance of 219.00 feet to a point on the boundary of Lake #1, said point being on a curve to the left having a radius of 104.23 feet and a central angle of  $69^{\circ}10'29''$ ; thence  $125^{\circ}11'31''$  to the right (angle measured to tangent) and along the arc of said curve along the boundary of Lake #1 a distance of 125.84 feet to the P.R.C. (point of reverse curve) of a curve to the right having a radius of 166.73 feet and a central angle of  $31^{\circ}56'11''$ ; thence along the arc of said curve and along the boundary of Lake #1 a distance of 92.94 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Southerly direction along the boundary of Lake #1 a distance of 6.32 feet to the P.C. (point of curve of a curve to the left having a radius of 79.00 feet and a central angle of  $44^{\circ}46'15''$  thence along the arc of said curve and along the boundary of Lake #1 a distance of 61.73 feet to a point; thence  $71^{\circ}03'07''$  to the right (angle measured to tangent) in a Southwesterly direction a distance of 86.00 feet to the POINT OF BEGINNING; thence  $84^{\circ}26'03''$  to the left in a Southeasterly direction a distance of 98.00 feet, more or less, to a point on the Northwesternly line of Corporate Parkway, said point being the POINT OF ENDING of said centerline.

PARCEL B:

(#300 Corporate Parkway):

Lot 5, according to the Map and Survey of Meadow Brook Corporate Park South, Phase II, as recorded in Map Book 12, Page 10 in the Probate Office of Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of the S.W.1/4 of the S.E.1/4 of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama and run North  $0^{\circ}00'$  East (assumed) along the East line of said 1/4-1/4 section a distance of 1115.12 feet to a point on the Southeasterly right-of-way line of U. S. Highway #280; thence South  $83^{\circ}13'57''$  West along the Southeasterly right-of-way line of U. S. Highway #280 a distance of 2088.72 feet to the Northwesternmost corner of Lot 4, Meadow Brook Corporate Park South Phase II, as recorded in Map Book 12, Page 10 in the Probate Office of Shelby County, Alabama, said point also being the Northeasternmost corner of Lot 2 of said subdivision; thence South  $12^{\circ}44'50''$  East along the common boundary of said Lots 2 and 4 a distance of 349.64 feet to a point; thence South  $30^{\circ}56'48''$  East along the common boundary of said Lots 2 and 4 a distance of 410.33 feet to the Southernmost corner of said Lot 4, said point being the POINT OF BEGINNING of the parcel herein described; thence North  $48^{\circ}41'24''$  East along the property boundary of said Lot 4 a distance of 338.18 feet to a point; thence South  $67^{\circ}18'52''$  East along the property boundary of said Lot 4 and its extension,



being the property boundary of Lot B of said Meadow Brook Corporate Park South Phase II, a distance of 229.49 feet to a point on the Westerly right-of-way line of Corporate Parkway, said point lying on a curve to the left having a radius of 385.00 feet, a central angle of 17°47'46" and a chord bearing of South 0°56'13" West; thence along the arc of said curve and the right-of-way line of Corporate Parkway a distance of 119.58 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve South 7°57'41" East along the right-of-way line of Corporate Parkway a distance of 150.16 feet to the P.C. (point of curve) of a curve to the right having a radius of 240.00 feet, a central angle of 124°59'24" and a chord bearing of South 54°32'01" West; thence along the arc of said curve and the right-of-way line of Corporate Parkway a distance of 523.56 feet to the P.C.C. (point of compound curve) of a curve to the right having a radius of 1150.00 feet, a central angle of 10°51'31" and a chord bearing of North 57°32'31" West; thence along the arc of said curve and the right-of-way line of Corporate Parkway a distance of 217.95 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve North 52°06'46" West along the right-of-way line of Corporate Parkway a distance of 100.00 feet to the Southernmost corner of Lot 2 of said Meadow Brook Corporate Park South Phase II; thence North 31°41'55" East along the property boundary of said Lot 2 a distance of 237.30 feet to the POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING EASEMENT APPURTENANT TO PARCEL B:

(i) that certain easement agreement dated as of March 6, 1989, by and among Daniel U.S. Properties Limited Partnership, Daniel Meadow Brook One Limited Partnership, and Daniel Meadow Brook IV Limited Partnership, as recorded in Book 229, Page 631, in the Office of the Judge of Probate of Shelby County, Alabama, and (ii) that certain Easement Agreement for Ingress and Egress dated as of March 6, 1989, by and between Daniel U.S. Properties Limited Partnership and Daniel Meadow Brook IV Limited Partnership, as recorded in Book 229, Page 641, in said Probate Office.

PARCEL C:

(#1200 Corporate Drive):

Lot 1, according to the Map and Survey of Meadow Brook Corporate Park South, Phase I, as recorded in Map Book 11, Page 72 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of the S.W.1/4 of the S.E.1/4 of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama, and run North 0°00' East (assumed) along the East line of said 1/4-1/4 section a distance of 1115.12 feet to a point on the Southeasterly right-of-way line of U. S. Highway #280; thence South 83°13'57" West a distance of 877.24 feet along the Southeasterly right-of-way line of U. S. Highway #280 to its intersection with the Easterly right-of-way line of Corporate Parkway; thence South 6°44'08" East a distance of 19.02 feet along the right-of-way line of Corporate Parkway to the P.C. (point of curve) of a curve to the



right having a radius of 850.00 feet, a central angle of  $8^{\circ}43'02''$  and a chord bearing of South  $2^{\circ}22'37''$  East; thence along the arc of said curve and the right-of-way line of Corporate Parkway a distance of 129.32 feet to a point; thence North  $88^{\circ}01'06''$  West along the right-of-way line of Corporate Parkway a distance of 8.50 feet to a point on a curve to the right having a radius of 496.50 feet, a central angle of  $38^{\circ}18'40''$  and a chord bearing of South  $21^{\circ}08'14''$  West; thence along the arc of said curve and the right-of-way line of Corporate Parkway a distance of 331.99 feet to a point; thence South  $49^{\circ}42'26''$  East along the right-of-way line of Corporate Parkway a distance of 8.50 feet to a point; thence South  $40^{\circ}17'34''$  West along the right-of-way line of Corporate Parkway a distance of 68.74 feet to the POINT OF INTERSECTION of the Southwesterly right-of-way line of Corporate Drive, said point being the POINT OF BEGINNING of the parcel herein described; thence continue South  $40^{\circ}17'34''$  West along the right-of-way line of Corporate Parkway a distance of 126.26 feet to the P.C. (point of curve) of a curve to the left having a radius of 230.00 feet, a central angle of  $38^{\circ}57'06''$  and a chord bearing of South  $20^{\circ}49'01''$  West; thence along the arc of said curve and the right-of-way line of Corporate Parkway a distance of 156.36 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve South  $1^{\circ}20'28''$  West along the right-of-way line of Corporate Parkway a distance of 230.53 feet to the P.C. (point of curve) of a curve to the right having a radius of 373.84 feet, a central angle of  $34^{\circ}32'50''$  and a chord bearing of South  $18^{\circ}36'53''$  West; thence along the arc of said curve and the right-of-way line of Corporate Parkway a distance of 225.41 feet to a point, said point being the Northwestern corner of Lot 11-C, Meadow Brook Corporate Park South Phase II Resurvey of Lot 11, as recorded in Map Book 13, Page 82 in the Probate Office of Shelby County, Alabama; thence South  $66^{\circ}40'05''$  East along the property boundary of said Lot 11-C a distance of 34.21 feet to the P.C. (point of curve) of a curve to the left having a radius of 125.02 feet, a central angle of  $52^{\circ}11'16''$  and a chord bearing of North  $87^{\circ}14'17''$  East; thence along the arc of said curve and the property boundary of said Lot 11-C a distance of 113.87 feet to the P.C.C. (point of compound curve) of a curve to the left having a radius of 227.76 feet, a central angle of  $4^{\circ}55'10''$  and a chord bearing of North  $58^{\circ}41'04''$  East; thence along the arc of said curve and the property boundary of said Lot 11-C a distance of 19.56 feet to a point; thence North  $83^{\circ}01'13''$  East along the property boundary of said Lot 11-C a distance of 67.87 feet to the Northernmost corner of Lot 11-C, said point lying along the boundary of Lake "E", said point also lying on a curve to the right having a radius of 120.00 feet, a central angle of  $76^{\circ}00'05''$  and a chord bearing of North  $55^{\circ}09'48''$  East; thence along the arc of said curve and the boundary of said lake a distance of 159.18 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve South  $86^{\circ}50'10''$  East along the boundary of said lake a distance of 93.53 feet to the P.C. (point of curve) of a curve to the left having a radius of 250.00 feet, a central angle of  $81^{\circ}02'03''$  and a chord bearing of North  $52^{\circ}38'49''$  East; thence along the arc of said curve and the boundary of said lake a distance of 353.58 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve North  $12^{\circ}07'48''$  East along the boundary of said lake a distance of 42.92 feet to the P.C. (point of curve) of a curve to the left having a radius of 390.00 feet, a central angle of  $23^{\circ}39'54''$  and a chord bearing of North  $0^{\circ}17'51''$  East; thence along the arc of said curve and the boundary of said lake a distance of 161.08 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve North  $11^{\circ}32'06''$  West along the boundary of said lake a distance of 23.19 feet to the P.C. (point of curve) of a curve to the left having a radius of 145.00 feet, a central angle of  $3^{\circ}05'17''$  and a chord bearing of North  $13^{\circ}04'45''$  West; thence along the



arc of said curve and the boundary of said lake a distance of 7.82 feet to a point on the Southerly right-of-way line of Corporate Drive; thence South 83°16'55" West along the right-of-way line of Corporate Drive a distance of 63.77 feet to the P.C. (point of curve) of a curve to the right having a radius of 338.21 feet, a central angle of 36°53'28" and a chord bearing of North 78°16'21" West; thence along the arc of said curve and the Southwesterly right-of-way line of Corporate Drive a distance of 217.76 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve North 59°49'34" West along the Southwesterly right-of-way line of Corporate Drive a distance of 250.26 feet to the POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING EASEMENT APPURTENANT TO PARCEL C:

A permanent, perpetual, non-exclusive 20 foot easement: for constructing, installing, maintaining and replacing the sanitary sewer easement as set out in the "Sewer Line Easement Agreement dated July 27, 1999 by and between Daniel U.S. Properties Limited Partnership II, an Alabama limited partnership, and Meadow Brook North, L.L.C., a Delaware limited liability company", subject to the non-beneficial terms and provisions set out in said Instrument, over, across, through, upon and under the following described property:

A parcel of land situated in the N.W. 1/4 of the N.E. 1/4 of Section 6, Township 19 South, Range 1 West, Shelby County, Alabama, being a 20 foot sanitary sewer easement located 10 feet on either side of the following described centerline:

Commence at the Westernmost corner of Lot 1, Meadow Brook Corporate Park South, Phase I, as recorded in Map Book 11, Page 72 in the Probate Office of Shelby County, Alabama and run South 66°40'05" East along the property boundary of said Lot 1 a distance of 34.21 feet to the P.C. (point of curve) of a curve to the left having a radius of 125.02 feet, a central angle of 52°11'16" and a chord bearing of North 87°14'17" East; thence along the arc of said curve and the property boundary of said Lot 1 a distance of 113.87 feet to the P.C.C. (point of compound curve) of a curve to the left having a radius of 227.76 feet, a central angle of 4°55'10" and a chord bearing of North 58°41'04" East; thence along the arc of said curve and the property boundary of said Lot 1 a distance of 19.56 feet to a point; thence North 83°01'13" East along the property boundary of said Lot 1 a distance of 33.03 feet to a point on a curve to the left having a radius of 127.07 feet, a central angle of 29°50'31" and a chord bearing of South 3°49'04" East, said point being the POINT OF BEGINNING of the centerline of said 20 foot sanitary sewer easement; thence along the arc of the last described curve and the centerline of said 20 foot sanitary sewer easement a distance of 66.18 feet to the POINT OF ENDING, being situated in Shelby County, Alabama.