

STATE OF ALABAMA)

COUNTY OF SHELBY)

ASSIGNMENT OF RENTS AND LEASES

KNOW ALL MEN BY THESE PRESENTS, that whereas, **Ezell, L.L.C., E.E.E., L.L.C., J.C. Ezell, L.L.C., and W.C. Ezell, L.L.C.**, limited liability companies, organized and existing under the laws of the state of Nevada (the "Undersigned") has executed a Promissory Note (the "Note") in favor of **WHITNEY NATIONAL BANK**, a national banking corporation organized and existing under the laws of the United States of America, with a mailing address of Post Office Box 9789, Mobile, Alabama 36691 (the "Mortgagee") of even date in the principal sum of THREE MILLION SEVEN HUNDRED FIFTY THOUSAND AND NO/100 (\$3,750,000.00) DOLLARS, which is secured by a Mortgage of the real estate described on Exhibit "A" attached hereto and made a part hereof (the "Premises") and is the subject of other documents evidencing, securing, guaranteeing, relating to or executed and delivered in connection therewith (the "Loan Documents" all of the terms of which are incorporated herein by reference); and

WHEREAS, the Undersigned is desirous of further securing (i) the payment of principal, interest and all other sums now due or hereafter to become due under the Note, including any extensions or renewals thereof, and under the Mortgage, this Assignment and any other Loan Documents; and (ii) the performance of each and every obligation, covenant and agreement of the Undersigned contained in this Assignment, the Note, the Mortgage, and in any other Loan Documents.

NOW, THEREFORE, the Undersigned for and in consideration of these presents and the mutual agreements herein contained and as further and additional security as aforesaid to the Mortgagee, and in consideration of the sum of One Dollar (\$1.00) to the Undersigned in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, assign and transfer unto the Mortgagee all leases of all or part of the Premises, and all the rents, issues and profits now due and which may hereafter become due under or by virtue of any such lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the Premises above described or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by the Mortgagee under the powers herein granted, including without limitation, the leases referred to in Exhibit "B" attached hereto and made a part hereof, it being the intention of the parties to hereby establish an absolute transfer and assignment of all the said leases and agreements, and all the avails thereof, to the Mortgagee, and the Undersigned does hereby appoint irrevocably the Mortgagee its true and lawful attorney in its name and stead (with or without taking possession of the aforesaid Premises as hereinafter provided), to rent, lease or let all or any portion of said Premises to any party or parties at such rental and upon such term, in its discretion as it may determine, and to collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter, and all now due, or that may hereafter become due under each and all of the leases and agreements, written or verbal, or other tenancy existing or which may hereafter exist on said Premises, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of

recourse and indemnity as the Mortgagee would have upon taking possession of the said Premises pursuant to the provisions hereinafter set forth.

The Undersigned represents and agrees that no rent has been or will be paid by any person in possession of any portion of the Mortgage Property for more than one installment in advance and that no payment for any of the rents to accrue for any portion of said Premises has been or will be waived, released, reduced, or discounted, or otherwise discharged or compromised by the Undersigned. The Undersigned waives any right of set-off against any person in possession of any portion of the above-described Premises. The Undersigned agrees that it will not assign any of the rents or profits except as herein provided.

Nothing herein contained shall be construed as constituting the Mortgagee as "mortgagee in possession" in the absence of the taking of actual possession of said Premises by the Mortgagee pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted the Mortgagee, no liability shall be asserted or enforced against the Mortgagee, all such liability being expressly waived and released by the Undersigned.

The Undersigned further agrees to assign and transfer to the Mortgagee all future leases upon all or any part of the above described Premises and to execute and deliver, immediately upon the request of the Mortgagee, all such further assurances and assignment in the Premises as the Mortgagee shall from time to time require.

Although it is the intention of the parties that this Assignment of Rents shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Mortgagee shall not exercise any of the rights and powers conferred upon it herein until and unless a default shall occur in the payment of interest or principal due under the Note or other Indebtedness secured by the above described Mortgage, or in the performance or observance of any of the conditions or agreements of any of the Loan documents, which is not corrected within any applicable cure period, and nothing herein contained shall be deemed to affect or impair any rights which the Mortgagee may have under said Note and Mortgage or any other Loan Documents.

In any case in which, under the provisions of the above described Mortgage, the Mortgagee has a right to institute foreclosure proceedings, whether before or after the entire principal sum secured thereby is declared to be immediately due, or whether before or after institution of legal proceedings or any other action to foreclose the lien thereof, or whether before or after sale thereunder, forthwith, upon demand of the Mortgagee and if and to the extent permitted by law, the Undersigned agrees to surrender to the Mortgagee, and the Mortgagee shall be entitled to take actual possession of, the Premises or any part thereof personally, or by its agents or attorneys, and the Mortgagee in its discretion may, if and to the extent permitted by law as aforesaid, enter upon and take and maintain possession of all or any part of said Premises, together with all the documents, books, records, papers and accounts of the Undersigned or then owner of the Premises relating thereto, and may exclude the Undersigned, its agents or servants, wholly therefrom and may as attorney-in-fact or agent of the Undersigned, or in its own name as Mortgagee and under the powers herein granted, hold, operate, manage and control the Premises and conduct the business, if any, thereof either personally or by its agents, with full power to use such measures, legal or equitable, as

in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment of security for the avails, rents, issues, and profits of the Premises, including legal actions for the recovery of rent, legal dispossessory actions against tenants holding over and legal actions in distress of rent, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to the Undersigned except as otherwise required by applicable law, and with full power to cancel or terminate any lease or sublease for any cause or on any ground which would entitle the Undersigned to cancel the same, to elect to disaffirm any lease or sublease made subsequent to the aforesaid Mortgage or subordinated to the lien thereof, to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the above described Premises that may seem judicious in its discretion, to insure and reinsure the same for all risks incidental to the Mortgagee's possession, operation and management thereof and to receive all such avails, rents, issues and profits.

The Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any leases or rental agreements relating to said Premises, and the Undersigned shall and does hereby agree to indemnify and hold the Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur under any leases or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases. Should the Mortgagee incur any such liability, loss or damage, under said leases or under or by reason of the assignment thereof, or in the defense of any claims or demands asserted against the Mortgagee in connection with any one or more of said leases, the Undersigned agrees to reimburse the Mortgagee for the amount thereof, including costs, expenses and reasonable attorneys' fees immediately upon demand, and until the same are fully reimbursed by the Undersigned, all such costs, expenses and attorneys' fees shall be secured by this Assignment.

The Mortgagee in the exercise of the rights and powers conferred upon it by this Assignment shall have full power to use and apply the avails, rents, issues and profits of the Premises to the payment of or on account of the following, in such order as the Mortgagee may determine:

(a) To the payment of the operating expenses of said Premises, including cost of management and leasing thereof (which shall include reasonable compensation to the Mortgagee and its agent or agents, if management be delegated to an agent or agents, and it shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereinabove authorized;

(b) To the payment of taxes and special assessments now due or which may hereafter become due on said Premises;

(c) To the payment of all repairs, decorating, renewals, replacements, alterations, additions, or betterments, and improvements of said Premises, and of placing said Premises in such condition as will, in the judgment of the Mortgagee, make it readily rentable; and

(d) To the payment of any indebtedness evidenced or secured by the Note, the Mortgage or any other Loan Documents evidencing, securing or related to the indebtedness evidenced by the Note, or any other indebtedness of the Undersigned to the Mortgagee, or any deficiency which may result from any foreclosure sale of the Premises.

The Undersigned does further specifically authorize and instruct each and every present and future lessee or tenant of the whole or any part of the above described Premises to pay all unpaid rental agreed upon in any lease or tenancy to the Mortgagee upon receipt of demand from said Mortgagee to pay the same.

It is understood and agreed that the provisions set forth in this Assignment shall be deemed as a special remedy given to the Mortgagee, and shall not be deemed exclusive of any of the remedies granted in the above described Mortgage, but shall be deemed an additional remedy and shall be cumulative with the remedies therein granted.

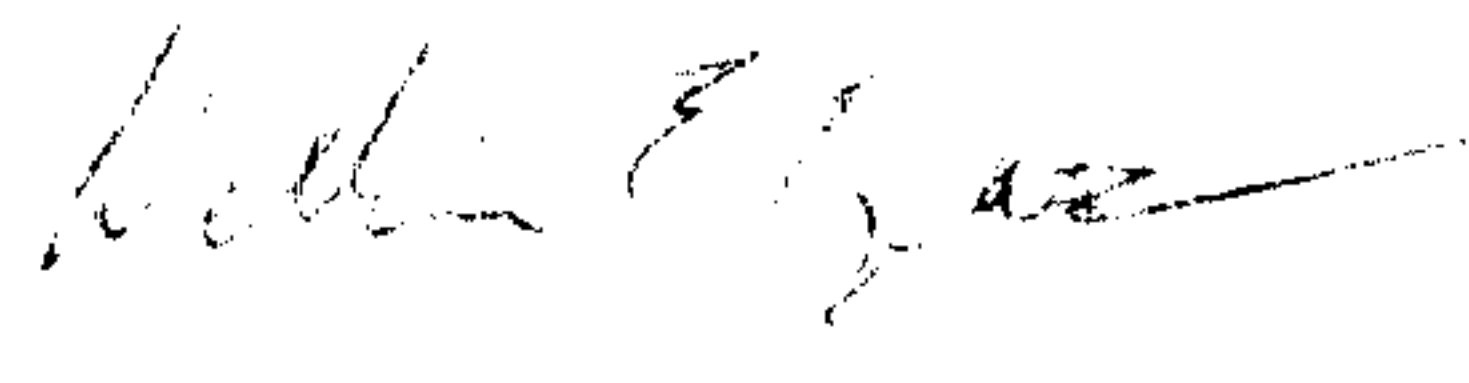
Whenever the word "Undersigned" is mentioned herein, it is hereby understood that the same includes both the singular and plural in number and the masculine, feminine or neuter gender, as the context hereof shall require, and shall include and be binding upon successors and assigns of the Undersigned, and any party or parties holding title to the above described Premises by, through or under the Undersigned. All of the rights, powers, privileges and immunities herein granted and assigned to the Mortgagee shall also inure to its successors and assigns, including all holders, from time to time, of the above described Note.

It is expressly understood that no judgment or decree which may be entered on any debt secured or intended to be secured by the above described Note, Mortgage and other Loan Documents shall operate to abrogate or lessen the effect of this instrument, but that the same shall continue in full force and effect until the payment and discharge of any and all indebtedness secured thereby in whatever form the said indebtedness may be and until the indebtedness secured by said Mortgage and other Loan Documents shall have been paid in full and all bills incurred by virtue of the authority herein contained have been fully paid out of rents, issues and profits of the Premises, or by the Undersigned, or until such time as this instrument may be voluntarily released. This instrument shall also remain in full force and effect during the pendency of any foreclosure proceedings, both before and after sale, until the issuance of a deed pursuant to such foreclosure, unless the indebtedness secured by the above described Mortgage is fully satisfied before the expiration of any period of redemption.


IN WITNESS WHEREOF, the Undersigned has caused this instrument to be executed on the 3rd day of May, 2006.

ASSIGNOR:


Ezell, L.L.C.

By: 
William E. Ezell, III
Its: Member/Manager


E.E.E., L.L.C.

By: 
Elissa E. Watkins
Its: Member/Manager

J.C. Ezell, L.L.C.

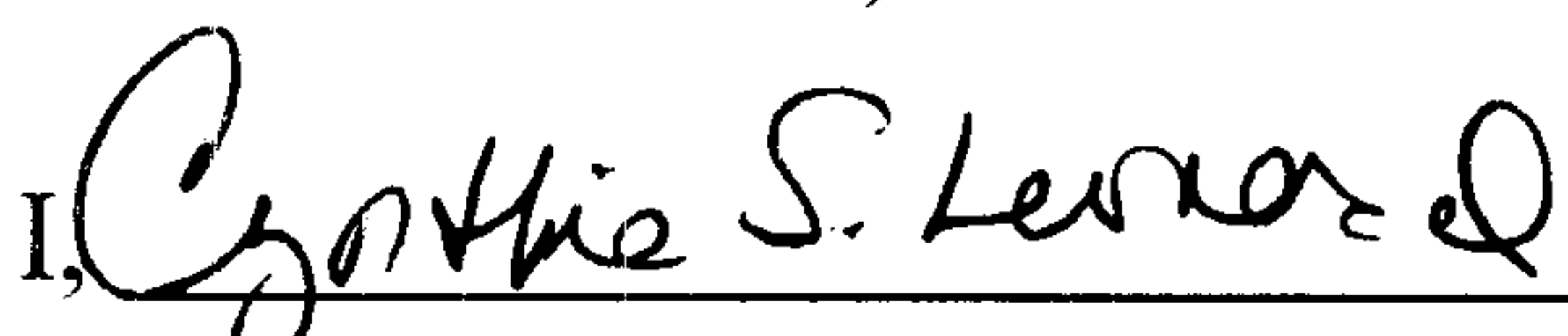
By: 
William E. Ezell, III
Its: Authorized Agent

W.C. Ezell, L.L.C.


By: 
William E. Ezell, III
Its: Authorized Agent

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, , a Notary Public in and for said county and state, hereby certify that William E. Ezell, III, whose name as member/manager of Ezell, L.L.C., a limited liability company, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, in his capacity as member/manager, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this 3rd day of May, 2006.


NOTARY PUBLIC
My Commission Expires: 3-04-08

(AFFIX NOTARIAL SEAL)

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, Nancy Raulerson, a Notary Public in and for said county and state, hereby certify that Elissa E. Watkins, whose name as member/manager of E.E.E., L.L.C., a limited liability company, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she, in her capacity as member/manager, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this 3rd day of May, 2006.

Nancy Raulerson
NOTARY PUBLIC
My Commission Expires: 10/20/09

(AFFIX NOTARIAL SEAL)

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, Cynthia S. Leonard, a Notary Public in and for said county and state, hereby certify that William E. Ezell, III, whose name as authorized agent of J.C. Ezell, L.L.C., a limited liability company, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, in his capacity as authorized agent, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this 3rd day of May, 2006.

Cynthia S. Leonard
NOTARY PUBLIC 3-04-08
My Commission Expires: _____

(AFFIX NOTARIAL SEAL)

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, Cynthia S. Leonard, a Notary Public in and for said county and state, hereby certify that William E. Ezell, III, whose name as authorized agent of W.C. Ezell, L.L.C., a limited liability company, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, in his capacity as authorized agent, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this 3rd day of May, 2006.

Cynthia S. Leonard
NOTARY PUBLIC
My Commission Expires: 3-04-08

(AFFIX NOTARIAL SEAL)

This instrument prepared by:
J. David Brady, Jr.
ANDERS, BOYETT & BRADY, P.C.
One Maison, Suite 203
3800 Airport Boulevard
Mobile, Alabama 36608
(251) 344-0880

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**EXHIBIT "A" TO ASSIGNMENT OF RENTS AND LEASES TO
WHITNEY NATIONAL BANK BY EZELL, L.L.C., E.E.E., L.L.C., J.C. EZELL, L.L.C.,
and W.C. EZELL, L.L.C., DATED MAY 3, 2006.**

That real property situated in the County of Butler, State of Alabama, described as follows, to-wit:

Parcel A - Unit 159

Begin at the Northeast corner of the Southeast Quarter of the Southeast Quarter of Section 10, Township 10, Range 14, Butler County, Alabama, run then North 88 degrees 13 minutes West 1285.0 feet to a concrete marker, said marker being the point of beginning of the herein described real property; run thence South 01 degree 47 minutes West 90.0 feet to a concrete marker, thence North 88 degrees 13 minutes West 178.7 feet to a concrete marker on the East right of way line of Alabama Highway Number 185; run thence North 11 degrees 24 minutes West along said right of way 92.4 feet to an iron pin, thence South 88 degrees 13 minutes East 200.0 feet to the point of beginning, situated, lying and being in the South one-half of the Southeast Quarter of Section 10, Township 10, Range 14, Greenville, Butler County, Alabama.

That real property situated in the County of Colbert, State of Alabama, described as follows, to-wit:

Parcel B - Unit 990

Tract 1

Lots 2, 3 and 4, Block 3 and part vacated Maingate Avenue known and designated according to the map and survey of Main Plant Gate Subdivision "C" as the same appears of record in the office of the Judge of Probate of Colbert County, Alabama in Plat Book 2 page 385.

Tract 2

Lot 5, Block 3 and part vacated Maingate Avenue known and designated according to the map and survey of Main Plant Gate Subdivision "C" as the same appears of record in the office of the Judge of Probate of Colbert County, Alabama in Plat Book 2 page 385.

The above tracts are also described on a survey by S.K. Alexander, Registered Land Surveyor dated February 8, 1994 as follows:

A tract of land in the City of Sheffield, Colbert County Alabama being part of Block 3, Main Plant Gate Subdivision, Section C as same appears of record in the office of the Judge of Probate, Colbert County, Alabama in Plat Book 2 page 385 and being more particularly described as follows: Begin at the Northwest corner of Lot 2, Block 3, Main Plant Subdivision, Section C said point being on the East right of way line of Nathan Blvd. thence leave said right of way line East 162.00 feet to a point, thence North 25.00 feet to a point on the South right of way line of 16th Street, thence along the South right of way line of 16th Street, East 18.00 feet to a point, thence leave said right of way South 100.00 feet to a point, thence West 18.00 feet to

a point, thence South 25.00 feet to a point, thence West 162.00 feet to a point on the East right of way line of Nathan Blvd., thence along the East right of way line of Nathan Blvd. North 100.00 feet to the point of beginning of the tract of land hereby described.

Being the same property conveyed by warranty deed from Oscar Medley, a married man to Treetop Realty Corp. a Tennessee Corp. dated April 20, 1994 and recorded in the office of the Judge of Probate of Colbert County at Microfiche Record 9409 Frame 475.

ALSO a warranty deed from RBM Company, a Tennessee general partnership to Treetop Realty Corp., a Tennessee Corp. dated April 20, 1994 and recorded in the office of the Judge of Probate of Colbert County at Microfiche Record 9409 Frame 480.

That real property situated in the County of Cullman, State of Alabama, described as follows, to-wit:

Parcel C - Unit 1004

Parcel 1 - Lot 6, Resubdivision of Tract 5 of Warnke Subdivision, according to plat thereof recorded in Map Book 7 page 269 of the records in the office of the Judge of Probate, Cullman County, Alabama more particularly described as follows:

Begin at the Southeasterly corner of said Lot 6, thence run Westerly along the Southerly property line of said Lot 6 for 251.01 feet measures (251.72 feet map) to a point, said point being on the Easterly right of way line of Commerce Avenue, thence turn an angle to the right of 89 degrees 54 minutes 35 seconds and run Northerly along said Easterly right of way line of Commerce Avenue for 106.66 feet to a point, said point being on a curve to the left, said curve subtending a central angle of 44 degrees 33 minutes 14 seconds having a radius of 213.06 feet and chord of 161.54 feet, thence run Northwestwardly along the arc of said curve for 165.68 feet to a point, thence turn an angle to the right of 158 degrees 50 minutes 47 seconds for the chord of said curve, and run Southeasterly for 248.43 feet measures (248.38 feet map) to a point, thence turn an angle to the left of 10 degrees 00 minutes 00 seconds and run 99.94 feet measures (100.00 feet map) to a point, thence turn an angle to the left of 15 degrees 48 minutes 10 seconds and run 60.85 feet measures (61.22 feet map) to the point of beginning.

Parcel 2

Legal description of gap between Lot 6, Resubdivision of Tract 5 of Warnke Subdivision as recorded in Map Book 7 page 269 in the Office of the Judge of Probate of Cullman County, Alabama and Lot 1, Hudson's Addition to Cullman as recorded in Map Plat B-126A in the office of Probate Judge of Cullman County, Alabama and in easement recorded in Real Property Book 412 page 718 in the office of Probate Judge of Cullman County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of Lot 6, Resubdivision of Tract 5 (bent rebar) of Warnke Subdivision as recorded in Map Book 7 page 269 in the office of Probate Judge of Cullman

County, Alabama, thence run Northwesterly along the property line of said Lot 6, Resubdivision of Tract 5 for 37.09 feet to the point of beginning, thence continue along the same course and property line of 23.72 feet to a 1" open top iron, thence run an angle to the right of 15 degrees 48 minutes 10 seconds and run for 99.94 feet measured (100.00 feet record) to a 5/8" rebar, thence turn an angle to the right of 10 degrees 00 minutes 00 seconds and run 160.33 feet to a point, thence turn an angle to the right of 83 degrees 37 minutes 33 seconds and run 0.56 feet to a 1" iron, said point also being on the Southerly line of an easement described in Real Book 412 page 718 in the office of Probate Judge of Cullman County, Alabama, thence turn an angle to the right of 90 degrees 00 minutes 00 seconds and run along the South line of said easement for 196.00 feet to the Southeast corner of said Lot 1 (an open top 1" iron) Hudson's Addition to Cullman, thence turn an angle to the left of 03 degrees 28 minutes 00 seconds and run along the Southerly property line of said Lot 1, Hudson's Addition to Cullman, for 85.23 feet to a point, thence turn an angle to the right of 90 degrees 19 minutes 47 seconds and run 7.22 feet to the point of beginning.

Parcel 3

An Easement for Ingress/Egress:

Begin at the Southwest corner of Lot 1, Hudson's Addition to Cullman, as recorded in Map Plat B-126A in the office of Probate Judge of Cullman County, Alabama, said corner also being the Southeast corner of an easement as described and recorded in Real Book 412 page 718 in the office of Probate Judge of Cullman County, Alabama, thence Northerly along the West line of said Lot 1 for 50.65 feet to a 5/8" rebar, thence turn an angle to the left of 56 degrees 00 minutes 00 seconds and run Northwesterly for 112.00 feet to a point, thence turn an angle to the left of 12 degrees 12 minutes 08 seconds and run Northwesterly for 146.52 feet to a point, said point being on the Easterly right of way line of Commerce Avenue and the Northwesterly corner of Lot 6, Resubdivision of Tract 5 of Warnke Subdivision as recorded in Map Book 7 page 269 in the office of Probate Judge of Cullman County, Alabama, thence turn an angle to the left of 161 degrees 21 minutes 39 seconds and run Southeasterly along the most Northerly line of said Lot 6 a distance of 88.10 feet to a point, thence turn an angle to the left of 96 degrees 22 minutes 19 seconds run Northeasterly for 0.56 feet to a point, thence turn an angle to the right of 90 degrees 46 minutes 06 seconds and run Southeasterly for 196.00 feet to the point of beginning.

That real property situated in the County of Cullman, State of Alabama, described as follows, to-wit:

Parcel D - Unit 456

Beginning at the Southeast Corner of the Southwest Quarter of the Northwest Quarter of Section 4, Township 11 South, Range 3 West; thence North 2 degrees 42 ' West a distance of 394. 7 feet to a point; thence North 71 degrees 45' West a distance of 736.4 feet to the right of way line of Alabama Highway No. 69; thence North 30 degrees 58' East along said right-of-way

a distance of 100 feet to the Point of Beginning of the herein described parcel, thence North 30 degrees 58' East along said right-of-way 75.35 feet to an Iron Pin; thence North 58 degrees 58' West a distance of 40 feet to an Iron Pin; thence North 32 degrees 54' East run the arc of a 2 degree curve having a chord distance of 20 feet to an iron Pin; thence South 67 degrees 06' East a distance of 200 feet to an Iron Pin; thence South 30 degrees 58' West a distance of 95 feet to an Iron Pin; thence North 69 degrees 10' West a distance of 162.8 feet to the true point of beginning.

An easement for sewer purposes more particularly described as follows:

Beginning at the Southeast corner of the Southwest Quarter of the Northwest Quarter of Section 4, Township 11 South, Range 3 West; thence North 2 degrees 42' West a distance of 394.7 feet to a Point; thence North 71 degrees 45' West a distance of 736.4 feet to the right-of-way line of Alabama Highway No. 69; thence North 30 degrees 58' East along said right-of-way a distance of 100 feet; thence North 30 degrees 58' East along said right-of-way 75.35 feet to an iron pin; thence North 58 degrees 58' West a distance of 40 feet to an iron Pin; thence North 32 degrees 54' East run the arc of a 2 degree curve having a chord distance of 20 feet to an iron Pin; thence South 67 degrees 06' East a distance of 200 feet to an Iron Pin; thence South 30 degrees 58' West a distance of 10 feet to the beginning and center line of a 10 foot wide easement being 5 feet each side of the following described center line; South 55 degrees 02' East 400.63 feet to the center of an existing drainage ditch.

That real property situated in the County of Jefferson, State of Alabama, described as follows, to-wit:

Parcel E-1 - Unit 756

Parcel 1

Commence at the SW corner of the NE 1/4 of the SW 1/4 of Section 14, Township 16 South, Range 1 West, thence run Northwardly along 1/4 line for a distance of 181.82 feet to the Northerly right of way of Valley Road, thence right 53 degrees 48 minutes and run Northeasterly along said right of way for a distance of 253.21 feet for point of beginning, thence continue along last described course for a distance of 238.42 feet, thence left 137 degrees 20 minutes 40 seconds and run Northwesterly for a distance of 20.47 feet to a point of a curve having a radius of 1382.08 feet and a delta angle of 3 degrees 43 minutes 55 seconds, thence along said curve an arc distance of 90.02 feet to a monument, thence left 31 degrees 26 minutes 20 seconds and run Southwesterly for a distance of 162.84 feet, thence left 101 degrees 17 minutes and run Southwesterly for a distance of 94.09 feet to point of beginning.

Two parcels situated in the NE 1/4 of the SW 1/4 of Section 14, Township 16 South, Range 1 West situated in Jefferson County being more particularly described as follows and set out for informational purposes only. Both parcels are contained in Parcel 1 described above.

Parcel A

Commence at the SW corner of the NE 1/4 of the SW 1/4 of Section 14, Township 16 South, Range 1 West, Jefferson County, Alabama and run North along the West line thereof for 169.53 feet, thence 53 degrees 44 minutes 26 seconds right for 260.98 feet, thence 89 degrees 05 minutes left for 102.35 feet to the Southeasterly right of way line of Interstate Highway #59, thence 96 degrees 38 minutes right and run along said right of way for 113.72 feet, thence 118 degrees 38 minutes 18 seconds right for 108.35 feet, thence 53 degrees 48 minutes 2 seconds right for 50.0 feet to the point of beginning.

Parcel B

Commence at the SW corner of the NE 1/4 of the SW 1/4 of Section 14, Township 16 South, Range 1 West, Jefferson County, Alabama, thence run North along the West line of said 1/4 1/4 section a distance of 181.82 feet, thence turn right 53 degrees 48 minutes and run Northeasterly a distance of 311.13 feet to the point of beginning, thence continue along the last described course a distance of 180.50 feet to the Southerly right of way line for a public road, thence turn left 37 degrees 20 minutes 40 seconds and run Westerly along said right of way line a distance of 20.47 feet to a point of curve, said curve being to the left, having a radius of 1382.08 feet and an interior angle of 3 degrees 43 minutes 55 seconds, thence continue Westerly along said right of way line an arc distance of 0.02 feet, thence from the tangent of the last described course turn left 31 degrees 26 minutes 20 seconds and run Southwesterly a distance of 40.59 feet, thence turn left 61 degrees 17 minutes and run Southerly a distance of 96.60 feet to the point of beginning.

That real property situated in the County of Jefferson, State of Alabama, described as follows, to-wit:

Parcel E-2 - Unit 664

Lot 1, Survey of Vestavia Waffle House, according to plat thereof recorded in Map Book 155 page 28 of the records in the office of the Judge of Probate, Jefferson County, Alabama.

That real property situated in the County of Shelby, State of Alabama, described as follows, to-wit:

Parcel F-1 - Unit 346

All that tract or parcel of land lying and being in the South 99.03 feet of Lot 10, Block A of Nickerson's Addition to Alabaster as recorded in Map Book 3 page 61 in the Probate Office of Shelby County, Alabama more particularly described as follows: Beginning at the Southwest corner of said Lot 10, thence running North 3 degrees 56 minutes West along the West line of said lot for 99.03 feet, thence 91 degrees 41 minutes right (recorded 92 degrees 0 minutes) and running North 87 degrees 45 minutes East and parallel with the South line of said lot for 145.0

feet to a point on the East line of said Lot 10, thence 88 degrees 19 minutes right (recorded 88 degrees 0 minutes) and running South 3 degrees 56 minutes East along the East line of said Lot 10 for 99.03 feet to the Southeast corner of said Lot 10, thence 91 degrees 42 minutes right (recorded 92 degrees 0 minutes) and running South 87 degrees 45 minutes West along the South line of said Lot 10 for 145.0 feet to the point of beginning.

Parcel F-2 - Unit 735

Part of SE 1/4, Section 31, Township 19 South, Range 2 West, Shelby County, Alabama more particularly described as follows: Commence at the Southwest corner of said 1/4 section, thence run East along the South line of same for 1826.71 feet, thence 122 degrees 59 minutes 53 seconds left and run Northwesterly for 399.97 feet to a point on the Northerly right of way line of Oak Mountain Park Road, thence continue Northwesterly along the same course for 846.69 feet, thence 91 degrees 16 minutes 39 seconds right and run Northeasterly for 152.01 feet, thence 90 degrees left and run Northwesterly for 349.62 feet, thence 90 degree left and run Southwesterly for 160.00 feet, thence 88 degrees 41 minutes 21 seconds right and run Northwesterly for 25.0 feet to a point on the South right of way line of Alabama Highway 119, thence 91 degrees 18 minutes 39 seconds right and run Northeasterly along said right of way line for 253.07 feet, thence North 14 degrees 02 minutes 10 seconds right and continue Northeasterly for 9.51 feet to a point on the Southerly right of way line of a county road, thence 30 degrees 57 minutes 50 seconds right and run Easterly along said right of way line for 62.56 feet to an angle point in said right of way, thence 45 degrees 00 minutes right and run Southeasterly along said right of way line for 390.67 feet to an angle point in said right of way, thence 90 degrees left and run Northeasterly for 575.98 feet to a point on the Westerly right of way line of I-65 service drive, thence 86 degrees 19 minutes 31 seconds right and run Southeasterly along said right of way line for 142.98 feet, thence 22 degrees 07 minutes 10 seconds right and run Southeasterly along said right of way line for 23.50 feet to the point of beginning, thence continue Southeasterly along said right of way line of 163.81 feet to a point on the approximate floodway line of Bishop Creek, thence 104 degrees 36 minutes 32 seconds right and run Northwesterly along said floodway line for 178.84 feet, thence 56 degrees 56 minutes 47 seconds right and run Northwestwardly for 95.24 feet, thence 100 degrees 30 minutes 00 seconds right and run Northeasterly for 205.16 feet to the point of beginning.

ALSO all that tract or parcel lying and being in Shelby County, in the City of Pelham Alabama and being more particularly described as follows: Beginning at the Northeasterly property corner at the right of way of Oak Mountain Park Circle of the Thriftlodge Motel site, thence run South 56 degrees 57 minutes 3 seconds West a distance of 22.0 feet to a point, the true point of beginning, thence run South 33 degrees 2 minutes 57 seconds East a distance of 75.60 feet to a point, thence run South 53 degrees 45 minutes 49 seconds East a distance of 76.66 feet to a point, thence run South 78 degrees 31 minutes 1 seconds East a distance of 60.70 feet to a point, thence run South 6 degrees 53 minutes 4 seconds East a distance of 22.07 feet to a point, thence run North 78 degrees 31 minutes 1 second West a distance of 68.67 feet to a point, thence run North 53 degrees 45 minutes 49 seconds West a distance of 90.41 feet to a point, thence run North 33 degrees 2 minutes 57 seconds West a distance of 79.62 feet to a

point, thence run North 56 degrees 57 minutes 3 seconds East a distance of 22.0 feet to a point, the terminus point of this description.

LESS AND EXCEPT that portion of caption lands conveyed to Forte Hotels International, Inc. by deed recorded in Real Record 283 page 519 more particularly described as follows: Part of SE 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama more particularly described as follows: Commence at the Southwest corner of said 1/4 section, thence run East along the South line of same for 1826.71 feet, thence 122 degrees 59 minutes 53 seconds left and run Northwesterly for 399.97 feet to a point on the Northerly right of way line of Oak Mountain Park Road, thence continue Northwesterly along the same course for 846.69 feet, thence 91 degrees 18 minutes 39 seconds right and run Northeasterly for 152.01 feet, thence 90 degrees 0 minutes left and run Northwesterly for 349.02 feet, thence 90 degree 0 minutes left and run Southwesterly for 160.00 feet, thence 88 degrees 41 minutes 21 seconds right and run Northwesterly for 25.0 feet to a point on the South right of way line of Alabama Highway 119, thence 91 degrees 18 minutes 39 seconds right and run Northeasterly along said right of way line for 253.07 feet, thence 14 degrees 02 minutes 10 seconds right and continue Northeasterly for 9.51 feet to a point on the Southerly right of way line of a county road, thence 30 degrees 57 minutes 50 seconds right and run Easterly along said right of way line for 62.56 feet to an angle point in said right of way, thence 45 degrees 0 minutes right and run Southeasterly along said right of way line for 390.67 feet to an angle point in said right of way, thence 90 degrees 0 minutes left and run Northeasterly for 575.98 feet to a point on the Westerly right of way line of I-65 service drive, thence 86 degrees 19 minutes 31 seconds right and run Southeasterly along said right of way line for 142.98 feet, thence 22 degrees 07 minutes 10 seconds right and run Southeasterly along said right of way line for 187.31 feet to the point of approximate floodway line of Bishop Creek, thence 104 degrees 36 minutes 32 seconds right and run Northwesterly along said floodway line for 144.84 feet to the point of beginning, thence continue Northwesterly along the same line for 34 feet, thence 56 degrees 56 minutes 47 seconds right and run Northwesterly for 95.24 feet, thence 100 degrees 30 minutes 0 seconds right and run Northeasterly for 78.50 feet, thence 105 degrees 34 minutes 45 seconds right and run Southerly for 110.75 feet to the point of beginning.

That real property situated in the County of Madison, State of Alabama, described as follows, to-wit:

Parcel G - Unit 581

Lot 2, Bill G. King Subdivision, according to plat thereof recorded in Plat Book 15 page 79 of the records in the office of the Judge of Probate, Madison County, Alabama which is also described as follows:

All that part of the Southeast 1/4 of Section 20, Township 4 South, Range 2 West of the Huntsville Meridian Madison County, Alabama more particularly described as beginning at

an iron stake on the Southerly right of way for Alabama Highway 20, said point of true beginning is further described as being West 40.00 feet, South 05 degrees 53 minutes West 222.36 feet, South 63 degrees 18 minutes West 657.98 feet and South 26 degrees 42 minutes East 175.00 feet from the center of the East boundary of Section 20, Township Madison South, Range 2 West, thence from the point of true beginning North 63 degrees 18 minutes East along the Southerly margin of Alabama Highway 20, 80.00 feet to a point, thence South 26 degrees 42 minutes East 150.00 feet to a point, thence South 63 degrees 18 minutes West 80.00 feet to an iron stake, thence North 26 degrees 42 minutes West 150.00 feet to the true point of beginning.

ALSO a perpetual, non-exclusive easement for ingress, egress and parking on the East 40 feet of Lot 1, according to the plat of Bill G. King Subdivision, Madison, Alabama as recorded in the office of the Judge of Probate, Madison County, Alabama in Plat Book 15 page 79 by a deed recorded in Deed Book 666 page 1156, Bill G. King as grantor granted to Treetop Enterprises Inc. as grantee, the right to construct and maintain at grantee's expense a 25 foot wide driveway connecting grantor's and grantee's parking lots, in a location mutually acceptable to both parties.

That real property situated in the County of Montgomery, State of Alabama, described as follows, to-wit:

Parcel H1 - Unit 563

To reach the point of beginning from the Intersection of the East side of Ann Street and the North side of Third Street in the City of Montgomery; Alabama run North 2 degrees 15 minutes West along the East side of Ann Street 250.0 feet; thence North 87 degrees 43 minutes East 266.8 feet to the point of beginning; thence from the point of beginning run South 87 degrees 43 minutes West along the North side of Zelda Road 103.73 feet to the beginning of a Curve to the right having a central angle of 65 degrees 22 minutes 20 seconds and a radius of 146.0 feet; thence Northwesterly along said Curve to a point on the South property line of the Gulf Oil Company station one chord being North 59 degrees 35 minutes 49 seconds West 157.20 feet: thence North 5 degrees 59 minutes East 1.75 feet: thence North 87 degrees 36 minutes East along said property 200.0 feet, thence North 87 degrees 43 minutes East 37.45 feet to the property of the Econo Lodge; thence South 1 degree 27 minutes 47 seconds East along said property 87.3 feet to the point of beginning, the said land being Lot B according to the Plat No 4 of Southwest Part of Lot 41, Primrose Heights, as recorded in the Probate Office of Montgomery County, Alabama, in Plat Book 28, Page 113, and additional property East and South thereof, and being in the Southwest Quarter of Section 16, Township 16 North, Range 18 East, Montgomery City and County, Alabama.

Said Parcel also being described as Lot BB, according to the Replat of Plat No. 4 of Southwest part of Lot 41, Primrose Heights and the Southwest corner of Lot A of Matador Plat No. 1, and additional property Southwest thereof in Southwest Quarter of Section 16, Township 16

North, Range 18 East, as said Replat appears of record in the Office of the Judge of Probate of Montgomery County, Alabama, In Plat Book 33, at Page 127.

TOGETHER with a non-exclusive easement for ingress, egress and parking across the following described property;

Commence at the Intersection of the Southwest corner of Lot A, according to the Plat of Matador Plat No, I, as the same appears of record in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 24, at Page 139, and Zelda Road: thence North 02 degrees 17 minutes West 87.3 feet; thence North 03 degrees 59 minutes East 200.00 feet; thence continue North 05 degrees 59 minutes East to the Northern boundary of said Lot A; thence run Easterly along the Northern boundary of said Lot A a distance of 70 feet; thence turn and run South to Zelda Road; thence run West along the North right-of-way of Zelda Road to the point of beginning.

Less and except therefrom the following described property:

To reach the point of beginning from the Intersection at the East side of Ann Street and the North side of Third Street in the City of Montgomery, Alabama run North 02 degrees 15 minutes West along the East side of Ann Street 250.0 feet; thence North 87 degrees 43 minutes East 230.6 feet to the point of beginning, thence from the point of beginning run North 02 degrees 17 minutes West 87.3 feet, thence North 87 degrees 43 minutes East 37.45 feet; thence South 01 degree 27 minutes 47 seconds East 87.3 feet to the North side of Zelda Road; thence South 87 degrees 43 minutes West along Zelda Road 36.2 feet to the point of beginning, the said land being in part of Lot 41, according to the Plat of Primrose Heights as recorded In the Probate Office of Montgomery County, Alabama, in Plat Book 4, at page 58 and being in the Southwest Quarter of Section 16, Township 16 North, Range 18 East Montgomery City and County, Alabama.

TOGETHER with an easement for sign across the following described property,

Beginning at the Southeast corner of Lot A, according to the Replat of the Northwest corner of Lot 41 of Primrose Heights as recorded in the Probate Office of Montgomery County, Alabama in Plat Book 24, at Page 114 and running thence North 05 degrees 59 minutes East along Said Lot A, 200.0 feet; thence North 87 degrees 43 minutes East 15.16 feet; thence South 05 degrees 59 minutes West 200.0 feet; thence South 87 degrees 43 minutes West 15.16 feet to the point of beginning, the said land being in the Southwest Quarter of Section 16, Township 16 North, Range 18 East Montgomery County, Alabama.

Parcel H2 - Unit 576

Lot A-2, Map of the Replat of Fifth Quarter Plat No. 1, according to plat thereof recorded in Plat Book 33 page 141 of the records in the office of the Judge of Probate, Montgomery County, Alabama.

Parcel H3 - Unit 1197

Commence at the Southwest Quarter of Section 26, T17N, R18E, Montgomery County, Alabama thence N 01 degrees 50 minutes 17 seconds West 495.29 feet to a point, thence South 88 degrees 10 minutes 20 seconds East 2419.51 feet to an iron pin located on the West right of way of Congressman William L. Dickinson Drive formerly U.S. Highway No. 231 / Federal Drive, thence along said West right of way North 35 degrees 44 minute 55 seconds East 353.76 feet to an iron pin, thence continue along said West right of way North 37 degrees 16 minutes 40 seconds East 303.38 feet to an iron pin and point of beginning for the herein described parcel of land, thence leaving said West right of way North 54 degrees 15 minutes 05 seconds West 135.00 feet to an iron pin, thence North 66 degrees 49 minutes 08 seconds West 119.62 feet to an iron pin, thence North 23 degrees 10 minutes 52 seconds East 98.18 feet to an iron pin located on the South right of way of Northern Blvd. thence along said South right of way the following 2 courses (1) South 66 degrees 49 minutes 08 seconds East 142.29 feet (2) South 45 degrees 35 minutes 05 seconds East 137.95 feet to a concrete monument located on the West right of way of said Congressman William L. Dickinson Drive, thence along said West right of way South 37 degrees 16 minutes 40 seconds West 80.00 feet, to the point of beginning, lying in and being a part of the South 1/2 of Section 26, T17N, R18E, Montgomery County, Alabama

Above described parcel is and is intended to be Lot "D" Northchase Plat No. 1 as recorded in Plat Book 41 page 182 in the office of the Judge of Probate, Montgomery County, Alabama.

That real property situated in the County of Tuscaloosa, State of Alabama, described as follows, to-wit:

Parcel I-1 - Unit 78

Start at the NE corner of Lot 11 of the Martha Caroline Albright Survey as recorded in Plat Book 6 page 9 in the Probate Office of Tuscaloosa County, Alabama, thence run in a Westerly direction and along the North boundary of said Lot 11 for a distance of 184.89 feet to the point of beginning, thence continue in a Westerly direction and along the North boundary of Lot 11 for a distance of 280.44 feet to a point, said point lying on the East boundary of the US 82 Bypass, thence with a deflection angle of 97 degrees 45 minutes to the left, run in a Southerly direction and along the East boundary of Lot 11 for a distance of 70.0 feet to a point, thence with a deflection angle of 82 degrees 15 minutes to the left run in an Easterly direction for a distance of 270.64 feet to a point, thence with a deflection angle of 89 degrees 42 minutes to the left run in a Northerly direction for a distance of 69.36 feet to the point of beginning.

Parcel I-2 - Unit 150

Commence at the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of Section 9, Township 21 South, Range 10 West in Tuscaloosa County, Alabama thence run South 5 degrees 17 minutes 30 seconds East along the East line of Southeast Quarter of Northeast Quarter for 504.63 feet to a point on the Southerly right of way line of US Highway No. 82,

thence to the right with a deflection angle 113 degrees 18 minutes 00 seconds and run North 71 degrees 59 minutes 30 seconds West along said Southerly right of way line for 53.47 feet to a point, thence to the left with an interior angle of 90 degrees 00 minutes 00 seconds and run South 18 degrees 00 minutes 30 seconds West for 15 feet to a point, thence to the right with an interior angle of 270 degrees 00 minutes 00 seconds and run North 71 degrees 59 minutes 30 seconds West for 27.11 feet to the point of beginning, thence continuing North 71 degrees 59 minutes 30 seconds West for 75.08 feet to the Northeast corner of the Catalina Motel Property, thence to the left with an interior angle of 87 degrees 23 minutes 00 seconds and run South 15 degrees 23 minutes 30 seconds West for 194.39 feet along the Easterly line of said Motel property to the Southeast corner of said property on the North line of 32nd Street, thence to the left with an interior angle of 79 degrees 35 minutes 02 seconds and run South 85 degrees 1 minutes 28 seconds East for 76.26 feet, thence to the left with an interior angle of 100 degrees 24 minutes 58 seconds and run North 15 degrees 23 minutes 30 seconds East for 177.17 feet to the point of beginning.