

NOTE TO PROBATE OFFICE: AS PROVIDED HEREIN AND FOR PURPOSES OF DETERMINING THE MORTGAGE RECORDING PRIVILEGE TAX APPLICABLE TO THIS MORTGAGE, THE MAXIMUM PRINCIPAL AMOUNT OF INDEBTEDNESS SECURED BY THIS MORTGAGE SHALL NOT EXCEED \$9,300,000.00.

This instrument was prepared
by, and after recording should be
returned to:

Greta T. Griffith, Esquire
Hunton & Williams LLP
Bank of America Plaza
Suite 4100
600 Peachtree Street, N.E.
Atlanta, Georgia 30308

Shelby County, Alabama

MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF
LEASES AND RENTS, FINANCING STATEMENT AND
FIXTURE FILING

BY

MOORE-HANDLEY, INC.
Mortgagor,

for the benefit of

THE CIT GROUP/BUSINESS CREDIT, INC.,
As Administrative Agent, Collateral Agent, Sole Bookrunner, Sole Lead Arranger,
Documentation Agent And Syndication Agent and Mortgagee

Property:

Shelby County, Alabama

DATED: As of March 14, 2008

MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF
LEASES AND RENTS, FINANCING STATEMENT AND FIXTURE FILING

**THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF
LEASES AND RENTS, FINANCING STATEMENT AND FIXTURE FILING**
("Mortgage") is made as of March 14, 2008, by MOORE-HANDLEY, INC., a Delaware corporation, as Mortgagor ("Mortgagor"), with its principal office at 3140 Pelham Parkway, Pelham, Alabama 35124, to THE CIT GROUP/BUSINESS CREDIT, INC., with an office at 11 West 42nd Street, New York, New York 10017, in its capacity as Administrative Agent, Collateral Agent, Sole Bookrunner, Sole Lead Arranger, Documentation Agent and Syndication Agent for the Lenders as hereinafter defined (together with any successors or assigns in such capacity, "Agent" or "Mortgagee").

I.
RECITALS

WHEREAS, Mortgagor is the owner and holder of fee simple title in and to all of the real estate located in the County of Shelby in the State of Alabama more fully described in Exhibit A attached hereto (the "Premises") and made a part hereof, which Premises forms a portion of the Property (as hereinafter defined);

WHEREAS, on the date hereof, Mortgagor entered into that certain Amended and Restated Financing Agreement by and among each of the financial institutions named therein (the "Lenders"), the Agent, the "Credit Parties" signatory thereto from time to time (as the same may be amended, modified or otherwise supplemented and in effect from time to time, hereinafter the "Loan Agreement"), under which the Lenders agreed to make available to Mortgagor certain loans and other financial accommodations, which loans and financial accommodations are in the form of the following credit facilities to Mortgagor:

(a) a THIRTY FIVE MILLION DOLLARS (\$35,000,000.00) revolving credit facility; and

(b) a SIX MILLION NINE HUNDRED SEVENTY FIVE THOUSAND DOLLARS (\$6,975,000.00) term loan facility;

WHEREAS, the final maturity date of the senior secured revolving credit facility is March 14, 2013;

WHEREAS, Mortgagor wishes to provide further assurance and security to the Agent and the Lenders, to the extent provided hereinafter, and as a condition to the Agent and the Lenders executing the Loan Agreement, the Agent and the Lenders are requiring that Mortgagor grant to the Agent, on behalf of the Lenders, a security interest in and a first mortgage lien upon the Property, subject to the Permitted Encumbrances (as such term is defined in the Loan Agreement), to secure Mortgagor's obligations under the Loan Agreement, this Mortgage and the Loan Documents (as such term is defined in the Loan Agreement). All capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Loan Agreement.

II. THE GRANT

NOW, THEREFORE, in order to secure (i) the payment of the Obligations, as defined in the Loan Agreement, this Mortgage and the other Loan Documents that may now or hereafter become owing from Mortgagor to Mortgagee and the Lenders (the "Secured Indebtedness"), and (ii) the performance and observance by Mortgagor of each covenant, agreement, term, provision, obligation and condition contained in the Loan Agreement, this Mortgage and the other Loan Documents, and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid by Mortgagee to Mortgagor, the Recitals above stated, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor hereby irrevocably grants, bargains, sells, conveys, assigns, transfers, mortgages, pledges, hypothecates, to Mortgagee and its successors and assigns (for the benefit of the Lenders) the Property with all privileges and appurtenances thereunto belonging.

Notwithstanding anything to the contrary contained herein: (i) the maximum amount of the principal obligations secured by this Mortgage (the "Principal Obligations") shall not exceed Nine Million Three Hundred Thousand and No/100 Dollars (\$9,300,000.00) (the "Maximum Principal Amount"); (ii) the Maximum Principal Amount of the Principal Obligations secured by this Mortgage shall be deemed to be the first Principal Obligations to be advanced and the last Principal Obligations to be repaid; (iii) the security afforded by this Mortgage for the Obligations shall not be reduced by any payments or other sums applied to the reduction of the Obligations so long as the total amount of the outstanding Principal Obligations exceeds the Maximum Principal Amount and thereafter shall be reduced only to the extent that any such payments and other sums are actually applied by Mortgagee, in accordance with the Loan Agreement, to reduce the outstanding Principal Obligations to an amount less than the Maximum Principal Amount; and (iv) this limitation on the Maximum Principal Amount shall only pertain to Principal Obligations and shall not be construed as limiting the amount of interest, fees, expenses, indemnified amounts and other Obligations secured hereby that are not Principal Obligations, it being the intention of the parties to this Mortgage that this Mortgage shall secure any Principal Obligations remaining unpaid at the time of foreclosure up to the Maximum Principal Amount, plus interest thereon, all costs of collection and all other amounts (except Principal Obligations in excess of the Maximum Principal Amount) included in the Obligations.

The "Property" shall mean and include Mortgagor's estate, right, title, claim and interest in and to the Premises, together with all of Mortgagor's estate, right, title, claim and interest in and to the following described property, all of which other property is pledged primarily on a parity with the Premises and not secondarily:

(a) all buildings, structures and other improvements of every kind and description now or hereafter erected, situated, or placed upon the Premises (the "Improvements"), together with any and all personal property now or hereafter owned by Mortgagor and located in or on, forming part of, attached to, used or intended to be used in connection with, or incorporated in any such Improvements, including all extensions of, additions to, betterments, renewals of, substitutions for and replacements for any of the foregoing;

(b) all claims, demands, rights, title and interest of Mortgagor relating to the Premises, now owned or hereafter acquired, including without limitation, any after-acquired title, franchise, license, remainder or reversion, in and to any and all (i) land or vaults lying within the right-of-way of any street, avenue, way, passage, highway, or alley, open or proposed, vacated or otherwise, adjoining the Premises; (ii) alleys, sidewalks, streets, avenues, strips and gores of land belonging, adjacent or pertaining to the Premises or the Improvements; (iii) storm and sanitary sewer, water, gas, electric, railway and telephone services relating to the Premises and the Improvements; (iv) development rights, air rights, water, water rights, water stock, gas, oil, minerals, coal and other substances of any kind or character underlying or relating to the Premises or any part thereof; and (v) tenements, hereditaments, easements, appurtenances, other rights, liberties, reservations, allowances and privileges relating to the Premises or the Improvements or in any way now or hereafter appertaining thereto, including homestead and any other claims at law or in equity;

(c) all right, title and interest of Mortgagor in any and all leases, subleases, management agreements, arrangements, concessions or agreements, written or oral, relating to the use and occupancy of the Premises or the Improvements or any portion thereof, now or hereafter existing or entered into (collectively "Leases");

(d) all rents, issues, profits, royalties, revenue, advantages, income, avails, claims against guarantors, all cash or security deposits, advance rentals, deposits or payments given and other benefits now or hereafter derived directly or indirectly from the Premises and Improvements under the Leases or otherwise (collectively "Rents"), subject to the right, power and authority granted to Mortgagee pursuant to Section 3.8 hereof;

(e) all right, title and interest of Mortgagor in and to all options to purchase or lease the Premises or the Improvements or any portion thereof or interest therein, or any other rights, interests or greater estates in the rights and properties comprising the Property now owned or hereafter acquired by Mortgagor;

(f) any interests, estates or other claims of every name, kind or nature, both in law and in equity, which Mortgagor now has or may acquire in the Premises and Improvements or other rights, interests or properties comprising the Property now owned or hereafter acquired;

(g) all rights of Mortgagor to any and all plans and specifications, designs, drawings and other matters prepared for any construction on the Premises or regarding the Improvements;

(h) all rights of Mortgagor under any contracts executed by Mortgagor with any provider of goods or services for, or in connection with, any construction undertaken on, or services performed or to be performed, in connection with the Premises or the Improvements;

(i) all right, title and interest of Mortgagor in and to all tangible personal property ("Personal Property") now or hereafter owned by Mortgagor and located in, on

or at the Premises or the Improvements and used or useful in connection therewith, including, without limitation:

(i) all building materials and equipment located upon the Premises and intended for construction, reconstruction, alteration, repair or incorporation in or to the Improvements now or hereafter to be constructed thereon, whether or not yet incorporated in such Improvements (all of which shall be deemed to be included in the Property upon delivery thereto);

(ii) all machines, machinery, fixtures, apparatus, equipment or articles used in supplying heating, gas, electricity, air-conditioning, water, light, power, plumbing, sprinkler, waste removal, refrigeration, ventilation, and all fire sprinklers, alarm systems, protection, electronic monitoring equipment and devices;

(iii) all window, structural, maintenance and cleaning equipment and rigs; and

(iv) all Fixtures now or hereafter owned by Mortgagor and attached to, or contained in and used or useful in connection with, the Premises or the Improvements; and

(j) all the estate, interest, right, title or other claim or demand which the Mortgagor now has or may hereafter have or acquire with respect to (i) proceeds of insurance in effect with respect to the Property and (ii) any and all awards, claims for damages, judgments, settlements and other compensation made for, or consequent upon, the taking by condemnation, eminent domain or any like proceeding, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Property, including, without limitation, any awards and compensation resulting from a change of grade of streets and awards and compensation for severance damages (collectively "Awards").

To have and to hold the Property unto Mortgagee, its successors and assigns forever.

The Mortgagor hereby covenants with the Mortgagee: (i) that at the execution and delivery hereof, Mortgagor owns the Property and has a good, indefeasible fee simple estate therein; (ii) that the Property is free from all encumbrances and exceptions to title (and any claim of any other person) other than Permitted Encumbrances, liens and encumbrances and exceptions on any title insurance policy issued in favor of Mortgagee for the Property or portions thereof approved by Mortgagee, (iii) that it has good and lawful right to mortgage, grant a security interest in and convey the Property; and (iv) that Mortgagor and its successors and assigns shall forever warrant and defend the Property against all claims and demands whatsoever except claims and demands arising from Permitted Encumbrances.

III. GENERAL AGREEMENTS

3.1 Payment of Indebtedness. Mortgagor shall pay promptly and when due all amounts owing by Mortgagor in respect of the Secured Indebtedness at the times and in the manner provided in the Loan Agreement, the Notes evidencing the Loans, this Mortgage, or any of the other Loan Documents.

3.2 Impositions. Except as otherwise permitted under Section 5.04 of the Loan Agreement, Mortgagor shall pay prior to delinquency all general taxes, special taxes, special assessments, water charges, sewer charges, and any other charges, fees, taxes, claims, levies, expenses, liens and assessments, ordinary or extraordinary, governmental or nongovernmental, statutory or otherwise (all of the foregoing being herein collectively referred to as "Impositions"), that may be asserted against the Property or any part thereof or Mortgagor's interest therein.

3.3 Payment of Impositions by Mortgagee. Upon the occurrence and during the continuance of an Event of Default (as hereinafter defined), Mortgagee is hereby authorized to make or advance, in the place and stead of Mortgagor, any payment relating to Impositions. Mortgagee may do so according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy or the validity of any Impositions, lien, sale, forfeiture, or related title or claim. Mortgagee is further authorized to make or advance, in place of Mortgagor, unless such matter is being properly contested by Mortgagor in accordance with Section 5.04 of the Loan Agreement, any payment relating to any apparent or threatened adverse title, lien, statement of lien, encumbrance, claim, charge, or payment otherwise relating to any other purpose herein and hereby authorized, but not enumerated in this Section 3.3, whenever, in Mortgagee's judgment and discretion, such advance is necessary to protect the full security intended to be created by this Mortgage. All such advances and indebtedness authorized by this Section 3.3 shall constitute Secured Indebtedness and shall be repayable by Mortgagor upon demand with interest at the Index Rate plus the Applicable Index Margin plus two percent (2%) per annum (the "Default Rate").

3.4 Condemnation and Eminent Domain. Mortgagor shall give Mortgagee prompt notice of all proceedings, instituted or threatened, seeking condemnation or a taking by eminent domain or like process (herein collectively called "Taking"), of all or any part of the Property or affecting any related easement or appurtenance (including severance of, consequential damage to, or change in grade of streets), and shall deliver to Mortgagee copies of any and all papers served in connection with any such proceeding. Mortgagee (or, after a nonjudicial sale or entry of judicial decree of foreclosure, the purchaser at the nonjudicial or judicial foreclosure sale or decree creditor, as the case may be) is hereby authorized at its option to participate in such proceeding and control the same and to be represented therein by counsel of its own choice, and Mortgagor will deliver, or cause to be delivered to Mortgagee such instruments as may be requested by it from time to time to permit such participation or control. Mortgagor hereby assigns, transfers and sets over unto Mortgagee the entire proceeds of any and all Awards resulting from any Taking. Mortgagee is hereby authorized to collect and receive from the condemnation authorities all Awards and is further authorized to give appropriate receipts and acquittances. Such Award or payment, less the amount of any expenses incurred in litigating, arbitrating, compromising, or settling any claim arising out of a Taking, shall be applied in the

same manner as if they were proceeds from a casualty loss covered by insurance in accordance with Section 5.4 of the Loan Agreement.

3.5 Restoration. In the event there shall be a casualty loss or a Taking, and Mortgagee elects or is required to cause the applicable insurance proceeds or Award to be applied to restore, repair or replace the Property ("Restoration"), Mortgagee shall disburse such insurance proceeds or Award in accordance with disbursement procedures reasonably acceptable to Mortgagor, including, without limitation, such procedures as are customarily utilized by construction lenders to insure the lien free completion of construction projects. No such insurance proceeds or Award shall be disbursed unless the following conditions are satisfied promptly upon the occurrence of the casualty loss or Taking (but in no event later than one hundred eighty (180) days following such occurrence):

(a) Mortgagee shall have received and approved complete plans and specifications for the Restoration, which approval of Mortgagee shall not be unreasonably withheld, delayed or conditioned;

(b) Mortgagee shall have received and approved a construction contract for the work of Restoration with a contractor acceptable to Mortgagee, which approval of Mortgagee shall not be unreasonably withheld, delayed or conditioned;

(c) Mortgagee shall have received copies of all permits and approvals required in connection with the Restoration;

(d) Mortgagee shall be satisfied that the amount of the insurance proceeds or Award actually received plus Borrowing Availability (exclusive of the temporary application of insurance proceeds or an Award to the Revolving Loan and taking into account the ordinary working capital needs of Mortgagor) are sufficient to pay all costs of the Restoration (as evidenced by a cost estimate prepared by an architect or engineer reasonably acceptable to Mortgagee); and

(e) Mortgagee shall be satisfied that after the Restoration is completed, the value of the Property, upon completion of the Restoration, will equal or exceed such value immediately prior to the applicable casualty loss or Taking.

Notwithstanding anything contained in this Section 3.5 or in any other provision of this Mortgage, no Award or Awards or insurance proceeds shall be considered part of Excess Cash Flow, as such term is defined in the Loan Agreement.

3.6 Maintenance of Property. Mortgagor shall:

(a) promptly repair, restore, replace or rebuild any material portion of the Property which may become damaged, destroyed, altered, removed, severed, or demolished, whether or not proceeds of insurance are available or sufficient for the purpose, with replacements at least equal in quality and condition as previously existed, provided that if Equipment or Fixtures are being replaced, they do not have to be replaced with the same Equipment or Fixtures, as long as, in Mortgagee's reasonable opinion, the replacement Equipment or Fixtures serve the same or a similar purpose, in the same

location or in a different location served or to be served by Mortgagor, as the Equipment or Fixtures that are being replaced, free from any security interest in, encumbrances on or reservation of, title thereto except the lien of this Mortgage and Permitted Encumbrances;

(b) keep the Property in good condition and repair, without waste, and free from mechanics', materialmen's or like liens or claims except for Permitted Encumbrances; and

(c) not make any material alterations in the Property, except as required by law or municipal ordinance or in the ordinary course of business.

3.7 Prohibited Liens; Prohibited Transfers.

(a) Except as otherwise permitted in Section 6.02 of the Loan Agreement, Mortgagor shall not create, suffer, or permit to be created or filed against the Property any Lien superior or inferior to the lien created by this Mortgage.

(b) Except as otherwise provided in Section 6.07 of the Loan Agreement, Mortgagor may not sell, lease or convey all or any part of the Property or any interest therein.

3.8 Assignment of Leases and Rents.

(a) All right, title, and interest of Mortgagor in and to all Leases and Rents are hereby transferred and assigned simultaneously herewith to Mortgagee. Although it is the intention of the parties that the assignment contained in this paragraph shall be a present assignment, it is expressly understood and agreed, anything to the contrary notwithstanding, that Mortgagee shall not exercise any of the rights or powers conferred upon it by this paragraph until an Event of Default shall exist and be continuing under this Mortgage.

(b) Following the occurrence of an Event of Default and during the continuance thereof, (a) Mortgagee shall have the rights and powers as are provided herein, (b) this Mortgage shall constitute a direction to each lessee under the Leases and each guarantor thereof to pay all Rents directly to Mortgagee without proof of the Event of Default, and (c) Mortgagee shall have the authority, as Mortgagor's attorney-in-fact (such authority being coupled with an interest and irrevocable), to sign the name of Mortgagor and to bind Mortgagor on all papers and documents relating to the operation, leasing and maintenance of the Property.

(c) If Mortgagor, as lessor under any Lease, shall neglect or refuse to perform, observe and keep all of the covenants, provisions and agreements contained in such Lease, then Mortgagee may perform and comply with any such Lease covenants, agreements and provisions. All reasonable costs and expenses incurred by Mortgagee in complying with such covenants, agreements, and provisions shall constitute Secured Indebtedness and shall be payable upon demand with interest payable at the Default Rate.

(d) Mortgagee shall not be obligated to perform or discharge any obligation, duty or liability under any Lease, and Mortgagor shall and does hereby agree, except to the extent of Mortgagee's gross negligence or willful misconduct, 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 Lease or under or by reason of their assignments and of and from any and all claims and demands whatsoever which may be asserted against it by reason of alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in such Lease. Should Mortgagee incur any such liability, loss or damage under any Lease or under or by reason of its assignment to Mortgagee, or in the defense of any claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall constitute Secured Indebtedness and shall be payable upon demand with interest payable at the Default Rate.

3.9 Uniform Commercial Code.

(a) This Mortgage constitutes a Security Agreement as that term is used in the Uniform Commercial Code in the State (the "Code") with respect to any part of the Property which may or might now or hereafter be or be deemed to be personal property, fixtures or property other than real estate (including all replacements thereof, additions thereto and substitutions therefor) (collectively, the "Personal Property Collateral"). Mortgagor hereby grants Mortgagee a security interest in the Personal Property Collateral and all of Mortgagor's right, title and interest in the Personal Property Collateral is hereby assigned to Mortgagee to secure the payment of the Secured Indebtedness.

(b) At any time after an Event of Default has occurred and shall be continuing, Mortgagee shall have the remedies of a secured party under the Code, including without limitation, the right to take immediate and exclusive possession of the Personal Property Collateral or any part thereof. The remedies of Mortgagee hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the Code shall not be construed as a waiver of any of the other remedies of the Mortgagee, including having the Personal Property Collateral deemed part of the realty upon any foreclosure so long as any part of the Secured Indebtedness remains unsatisfied.

(c) Upon recording of this Mortgage in the real estate records of the proper office, this Mortgage is intended to be a "fixture filing" for purposes of the Code with respect to the items of Property which are or may become fixtures relating to the Premises. The addresses of Mortgagor (Debtor) and Mortgagee (Secured Party) are set forth in the introductory paragraph on page 1 hereof.

(d) Mortgagor hereby directs that Mortgagee shall cause to be recorded in the County in which the Premises are located, as well as with the applicable offices of the State, such financing statements and fixture filings as shall be necessary in order to perfect and preserve the priority of Mortgagee's security interest in, and lien upon, the Personal Property Collateral.

3.10 Releases. Without notice and without regard to the consideration therefor, and to the existence at that time of any inferior liens, Mortgagee may release from the lien created

hereby all or any part of the Property, or release from liability any person obligated to repay any of the Obligations, without affecting the liability of any party to any of the Notes, this Mortgage, or any of the other Loan Documents (including without limitation any guaranty given as additional security) and without in any way affecting the priority of the lien created hereby. Mortgagee may agree with any liable party to extend the time for payment of any part or all of the Obligations. Such agreement shall not in any way release or impair the lien created by this Mortgage or reduce or modify the liability of any person or entity obligated personally to repay the Obligations, but shall extend the lien created by this Mortgage as against the title of all parties having any interest in the Property.

3.11 Further Assurances. Mortgagor agrees that, upon the request of Mortgagee from time to time, it will, at Mortgagor's sole cost and expense, execute, acknowledge and deliver all such additional instruments and further assurances of title and will do or cause to be done all such further acts and things as may reasonably be necessary to fully effectuate the intent of this Mortgage. In the event that Mortgagor shall fail to do any of the foregoing, Mortgagee may, in its sole discretion, do so in the name of Mortgagor, and Mortgagor hereby appoints Mortgagee as its attorney-in-fact to do any of the foregoing.

IV.

DEFEASANCE EVENT OF DEFAULT AND REMEDIES

4.1 Event of Default. Each of the following shall constitute an "Event of Default" under this Mortgage:

(a) Failure to Perform. The Mortgagor fails to perform or comply with any material requirement, covenant or condition contained in this Mortgage as and when required, and such noncompliance continues for a period of thirty (30) days after written notice from the Mortgagee; or

(b) Default Under Loan Agreement. There occurs any "Event of Default" under the Loan Agreement.

4.2 Acceleration Upon Default and Remedies. Upon the occurrence and during the continuance of an Event of Default, Mortgagee may, at its option, declare all of the Secured Indebtedness to be immediately due and payable without presentment, demand, protest or notice of any kind and this Mortgage shall be subject to foreclosure and may be foreclosed as provided by law in case of past due mortgages. Thereafter, Mortgagee may:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Property, or any part thereof, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Property, or any part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Property, sue for or otherwise collect the Rents, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including, without limitation, attorneys' fees, upon any Secured Indebtedness, all in such order as Mortgagee may determine. The entering upon and taking possession of the

Property, the collection of such Rents, and the application thereof as aforesaid, will not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession of all or any portion of the Property or the collection, receipt and application of Rents, Mortgagee will be entitled to exercise every right provided for in any of the Loan Documents or by law upon occurrence of any Event of Default, including the right to exercise the power of sale;

(b) Commence an action to foreclose this Mortgage, appoint a receiver, or specifically enforce any of the covenants hereof; or

(c) Elect to foreclose this Mortgage under the power of sale contained herein. If Mortgagee elects to foreclose this Mortgage by exercise of said power of sale, Mortgagee shall be authorized to take possession of the Premises and, after giving at least twenty-one (21) days' notice of the time, place and terms of sale by publication once a week for three consecutive weeks in a newspaper published in the county in which the Premises is located, to sell the Premises in front of the courthouse door of said county, at public outcry, to the highest bidder for cash, and to apply the proceeds of said sale as follows: firstly, to the expense of advertising, selling and conveying the Premises and foreclosing this Mortgage, including a reasonable attorney's fee; secondly, to the payment of any amounts that have been spent, or that it may then be necessary to spend, in paying insurance premiums, liens, or other encumbrances, with interest thereon at the Default Rate; thirdly, to the payment in full of the balance of the Obligations, whether the same shall or shall not have fully matured at the date of said sale; and fourthly, the balance if any, to the person or persons legally entitled thereto. Mortgagor agrees that Mortgagee may bid at any sale had under the terms of this Mortgage and may purchase the Premises if the highest bidder therefor. At the foreclosure sale the Premises may be offered for sale and sold as a whole without first offering it in any other manner or it may be offered for sale and sold in any other manner Mortgagee may elect. If the Premises consists of more than one parcel of land, the parcels may be sold in such order as Mortgagee determines.

Mortgagor agrees to pay all costs, including reasonable attorneys' fees, incurred by Mortgagee in collecting or securing, or attempting to collect or secure, the Obligations, or any part thereof, or in defending, or attempting to defend, the priority of this Mortgage against any other lien or encumbrance on the Premises, unless this Mortgage is herein expressly made subject to any such lien or encumbrance; and /or all costs incurred in the foreclosure of this Mortgage, either under the power of sale contained herein, or by virtue of the decree of any court of competent jurisdiction. The full amount of such costs incurred by Mortgagee shall be part of the Obligations and shall be secured by this Mortgage. The purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money. In the event a sale hereunder, Mortgagee, or the owner of the Obligations and this Mortgage, or the auctioneer, shall execute to the purchaser, for and in the name of Mortgagor, a statutory warranty deed to the Premises.

(d) Subject to such additional notices as may then be required by law, Mortgagee may postpone the sale of all or any portion of the Property by public announcement at the time and place of sale and by publication of notice of such postponement once in the newspaper in which the notice of sale was published, and from time to time thereafter may again postpone such sale

by public announcement and the publication of notice of such postponement and conduct such sale at the time and place fixed by the last postponement, or may, in its discretion, publish a new notice of sale, once a week for three consecutive weeks, as provided herein.

(e) Exercise all other rights and remedies provided herein, in any other Loan Document or other document or agreement nor or hereafter securing all or any portion of the Obligations secured hereby, or by law.

4.3 Appointment of Receiver. If an Event of Default has occurred and is continuing, Mortgagee, as a matter of right and without notice to Mortgagor or anyone claiming under Mortgagor, and without regard to the then value of the Property or the adequacy of any security for the Secured Indebtedness or Obligations then secured hereby, will have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Property, and Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor. Any such receiver or receivers will have all the usual powers and duties of receivers in like or similar cases and all the powers and duties of Mortgagee in case of entry as provided herein and in the Loan Agreement and will continue as such and exercise all such powers until the later of (i) the date of confirmation of sale of the Property; (ii) the disbursement of all proceeds of the Property collected by such receiver and the payment of all expenses incurred in connection therewith; or (iii) the termination of such receivership with the consent of Mortgagee or pursuant to an order of a court of competent jurisdiction.

4.4 Remedies Cumulative and Non-Waiver. No remedy or right of Mortgagee hereunder or under the Loan Agreement, or any of the Loan Documents or otherwise, or available under applicable law, shall be exclusive of any other right or remedy. Each such remedy or right shall be in addition to every other remedy or right now or hereafter existing under any such document or under applicable law. No delay in the exercise of, or omission to exercise, any remedy or right accruing on the occurrence of any Event of Default shall impair any such remedy or right or be construed to be a waiver of any such Event of Default or an acquiescence therein, nor shall it affect any subsequent Event of Default of the same or a different nature, nor shall it extend or affect any grace period. Every remedy or right may be exercised concurrently or independently, when and as often as may be deemed expedient by the Mortgagee. All obligations of the Mortgagor, and all rights, powers and remedies of the Mortgagee shall be in addition to, and not in limitation of, those provided by law or in the Loan Agreement or contained in any of the Loan Documents or any other written agreement or instrument relating to any of the Secured Indebtedness or any security therefor. Neither the acceptance of this Mortgage nor its enforcement whether by judicial action or pursuant to the power of sale or other powers herein contained, will prejudice or in any manner affect Mortgagee's right to realize upon or enforce any other security now or hereafter held by Mortgagee, it being agreed that Mortgagee is entitled to enforce this Mortgage and any other security now or hereafter held by Mortgagee in such order and manner as it may in its absolute discretion determine. Every power or remedy given by any of the Loan Documents to Mortgagee or to which it may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Mortgagee and Mortgagee may pursue inconsistent remedies.

4.5 Mortgagee's Performance of Mortgagor's Obligations. Following the occurrence of an Event of Default and during the continuance thereof, Mortgagee, either before or after acceleration of the Secured Indebtedness or the foreclosure of the lien hereof and during the period of redemption, if any, may, but shall not be required to (a) make any payment or perform any act herein, in the Notes or any other Loan Document which is required of Mortgagor (whether or not Mortgagor is personally liable therefor) in any form and manner deemed expedient to Mortgagee; (b) make full or partial payments of principal or interest on any permitted prior mortgage or encumbrance and purchase, discharge, compromise or settle any tax lien or other prior lien on title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises, or contest any Impositions; and (c) complete construction, furnishing and equipping of the Improvements upon the Premises and rent, operate and manage the Premises and such Improvements and pay operating costs and expenses, including management fees, of every kind and nature in connection therewith, so that the Premises and Improvements shall be operational and usable for their intended purposes. All monies paid for any of the purposes herein authorized, and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, shall constitute Secured Indebtedness, and shall become due and payable upon demand and with interest thereon at the Default Rate; provided however, that if the Premises are redeemed from the foreclosure of this Mortgage, Mortgagor shall receive a credit against the price required to be paid for such redemption, which credit shall be in the amount equal to the sum of all payments made by Mortgagor under this Section 4.5 for items or charges that are included in the computation of the redemption price. Mortgagee, in making any payment hereby authorized: (x) for the payment of Impositions, may do so according to any bill or statement, without inquiry into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; (y) for the purchase, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim or lien which may be asserted; or (z) for the completion of construction, furnishing or equipping of the Improvements or the Premises or the rental, operation or management of the Premises or the payment of operating costs and expenses thereof, may do so in such amounts and to such persons as Mortgagee may deem appropriate and may enter into such contracts therefor as Mortgagee may deem appropriate or may perform the same itself.

4.6 Right of Possession. Following the occurrence of an Event of Default and during the continuance thereof, Mortgagor shall, immediately upon Mortgagee's demand, surrender to Mortgagee, and Mortgagee shall be entitled to take actual possession of, the Property or any part thereof, personally or by its agent or attorneys. Mortgagee may enter upon and take and maintain possession of, or may apply to the court in which a foreclosure is pending to be placed in possession of, all or any part of the Property, together with all documents, books, records, papers, and accounts of Mortgagor or the then owner of the Property relating thereto. Mortgagee may exclude Mortgagor, such owner, and any agents and servants from the Property. As attorney-in-fact or agent of Mortgagor or such owner, or in its own name, Mortgagee may hold, operate, manage, and control all or any part of the Property, either personally or by its agents. Mortgagee shall have full power to use such measures, legal or equitable, as it may deem proper or necessary to enforce the payment or security of the rents, issues, deposits, profits, and avails of the Property, including actions for recovery of rent, actions in forcible detainer, and actions in distress for rent, all without notice to Mortgagor.

4.7 Application of Income Received by Mortgagee. Mortgagee, in the exercise of the rights and powers hereinabove conferred upon it, shall have full power to use and apply the avails, rents, issues and profits of the Property to the payment of, or on account of, the following, in such order as Mortgagee may determine: (i) to the payment of the operating expenses of the Property, including cost of management thereof, established claims for damages, if any, and premiums on insurance hereinabove authorized; (ii) to the payment of taxes and special assessments now due or which may hereafter become due on the Premises; (iii) to all other items which may under the terms hereof constitute Secured Indebtedness additional to that evidenced by the Notes, with interest thereon as provided herein or in the other Loan Documents; and (iv) to all principal and interest remaining unpaid on the Notes.

4.8 Rescission of Notice of Default. Mortgagee may from time to time rescind any notice of default and election to sell or notice of sale before any non-judicial sale as provided above. The exercise by Mortgagee of such right of rescission shall not constitute a waiver of any breach or default then existing or subsequently occurring, or impair the right of Mortgagee to execute other statements of breach or nonperformance declarations or notices of default and election to sell to satisfy the obligations of this Mortgage or the obligations secured hereby, nor otherwise affect any provision, covenant or condition of any Loan Document or any of the rights, obligations or remedies of Mortgagee or the Lenders hereunder or thereunder.

4.9 Waiver of Statutory Rights. Mortgagor shall not apply for, or avail itself of, any appraisal, valuation, redemption, stay, extension, or exemption laws, or any so-called "moratorium laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, and Mortgagor hereby waives the benefit of such laws. Mortgagor, for itself and all who may claim through or under it, waives any and all rights to direct the order in which any of the Property will be sold in the event of any sale or sales pursuant hereto and to have any of the Property or any other property now or hereafter constituting security for the Secured Indebtedness and Obligations marshaled upon any foreclosure of the lien of this Mortgage. Mortgagor further waives all rights and remedies which Mortgagor has or may be able to assert by reason of laws pertaining to the right and remedies of sureties, and agrees that any court having jurisdiction to foreclose such lien may order the Property sold in its entirety. To the extent permitted under the law of Alabama, Mortgagor further waives any and all rights of redemption from foreclosure and from sale under any order or decree of foreclosure of the lien created by this Mortgage, for itself and on behalf of: (i) any trust estate of which the Premises are a part; (ii) all beneficially interested persons; (iii) each and every person acquiring any interest in the Property or title to the Premises subsequent to the date of this Mortgage; and (iv) all other persons to the extent permitted by the provisions of laws of the State in which the Premises are located.

4.10 Effect of Judgment. To the extent permitted by applicable law, the obtaining of any judgment by Mortgagee and any levy of any execution under any judgment upon the Property shall not affect in any manner or to any extent the Lien of this Mortgage upon the Property or any part thereof, or any Liens, powers, rights and remedies of Mortgagee hereunder, but such Liens, powers, rights and remedies shall continue unimpaired as before until the judgment or levy is satisfied.

4.11 Request for Notice. Mortgagor hereby requests a copy of any notice of default and requests that any notice of sale hereunder be mailed to Mortgagor at the address referenced in Section 5.2 hereof. Otherwise, except as otherwise expressly provided herein, Mortgagee is not under any obligation to notify any person or entity of any action or proceeding of any kind in which Mortgagor or Mortgagee shall be a party, unless there is any pending sale under any other Mortgage.

4.12 Defeasance. If Mortgagor pays and performs the Obligations, this conveyance shall be null and void and at Mortgagor's request, Mortgagee shall promptly execute, in recordable form, and send to Mortgagor an instrument satisfying this Mortgage.

V.
MISCELLANEOUS

5.1 Notices. Any notice or other communication required shall be in writing addressed to the respective party as set forth below and may be personally served, telecopied, sent by overnight courier service or U.S. registered or certified first class mail, return receipt requested and shall be deemed to have been given: (a) if delivered in person, when delivered; (b) if delivered by fax, on the date of transmission if transmitted on a Business Day before 4:00 p.m. New York Time; (c) if delivered by overnight courier, one (1) Business Day after delivery to the courier properly addressed; or (d) if delivered by U.S. mail, four (4) Business Days after deposit with postage prepaid and properly addressed.

Notices shall be addressed as follows:

(i) If to Mortgagor:

Moore-Handley, Inc.
3140 Pelham Parkway
Pelham, Alabama 35124
Attention: Thomas J. Schifanella, Jr.
Facsimile No: 205-663-8229
E-mail: tschifanella@moorehandley.com

with a copy to:

Bradley Arant Rose & White LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, Alabama 35203
Attention: Virginia C. Patterson, Esq.
Facsimile No: 205-488-6338
E-mail: vpatterson@bradleyarant.com

(ii) If to Mortgagee:

The CIT Group/Business Credit, Inc.
11 West 42nd Street
New York, New York 10017
Attention: Portfolio Manager
Facsimile No: 212-461-7760
E-mail: renee.singer@cit.com

with a copy to:

The CIT Group/Business Credit, Inc.
505 Fifth Avenue
New York, New York 10017
Attention: Law Department – Business Credit
Facsimile No: (212) 771-9520
E-mail: jorge.wagner@cit.com

with a copy to:

Hunton & Williams LLP
600 Peachtree Street, N.E., Suite 4100
Atlanta, Georgia 30308
Attention: Greta T. Griffith, Esq.
Facsimile No.: 404-602-8670
E-mail: ggriffith@hunton.com

5.2 Time of Essence. Time is of the essence of this Mortgage.

5.3 Covenants Run with Land. All of the covenants of this Mortgage shall run with the land constituting the Premises.

5.4 GOVERNING LAW. THE PROVISIONS OF THIS MORTGAGE REGARDING THE CREATION, PERFECTION AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS HEREIN GRANTED INCLUDING, WITHOUT LIMITATION, THE FORECLOSURE OF THIS MORTGAGE, SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED. ALL OTHER PROVISIONS OF THIS MORTGAGE AND THE RIGHTS AND OBLIGATIONS OF MORTGAGOR SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THEREOF.

5.5 Severability. If any provision of this Mortgage, or any paragraph, sentence, clause, phrase, or word, or their application, in any circumstance, is held invalid, the validity of the remainder of this Mortgage shall be construed as if such invalid part were never included.

5.6 Non-Waiver. Unless expressly provided in this Mortgage to the contrary, no consent or waiver, express or implied, by any party, to or of any breach or default by any other party shall be deemed a consent to or waiver of the performance by such defaulting party of any other obligations or the performance by any other party of the same, or of any other, obligations.

5.7 Headings. The headings of sections and paragraphs in this Mortgage are for convenience or reference only and shall not be construed in any way to limit or define the content, scope, or intent of the provisions.

5.8 Grammar. As used in this Mortgage, the singular shall include the plural, and masculine, feminine, and neuter pronouns shall be fully interchangeable, where the context so requires.

5.9 **[Intentionally Omitted]**

5.10 Successors and Assigns. This Mortgage shall be binding upon Mortgagor, its successors, assigns, legal representatives, and all other persons or entities claiming under or through Mortgagor. The word "Mortgagee," when used herein, shall include each of: (i) the Agent in its capacity as a Lender and as Agent for the Lenders; and (ii) the Lenders, together with each of their successors, assigns and legal representatives.

5.11 Counterparts. This Mortgage may be executed in any number of separate counterparts, each of which shall collectively and separately constitute one Mortgage.

5.12 Mortgagee in Possession. Nothing contained in this Mortgage shall be construed as constituting Mortgagee a mortgagee in possession in the absence of the actual taking of possession of the Property.

5.13 Incorporation of Loan Agreement; No Conflicts. The terms of the Loan Agreement are incorporated by reference herein as though set forth in full detail. In the event of any conflict between the terms and provisions of Section 3.9 hereof and the Security Agreement, the terms and provisions of the Security Agreement shall control; in the event of a conflict between any other term or provision of this Mortgage and the Loan Agreement, the terms and provisions of the Loan Agreement shall control.

5.14 No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Mortgage. In the event an ambiguity or question of intent or interpretation arises, this Mortgage shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of this Mortgage.

5.15 **[Intentionally Omitted]**

5.16 Compliance with Applicable Law. Anything elsewhere herein contained to the contrary notwithstanding,

(a) In the event that any provision in this Mortgage shall be inconsistent with any provision of the law of the state where the Property is located regarding foreclosure

(the “State Foreclosure Law”), the provisions of the State Foreclosure Law shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with State Foreclosure Law; and

(b) If any provision of this Mortgage shall grant to Mortgagee (including Mortgagee acting as a mortgagee-in-possession) or a receiver appointed pursuant to the provisions of this Mortgage, any rights or remedies prior to, upon or following the occurrence of an Event of Default which are more limited than the rights that would otherwise be vested in Mortgagee or such receiver under the State Foreclosure Law in the absence of said provision, Mortgagee and such receiver shall be vested with the rights granted under the State Foreclosure Law to the full extent permitted by law.

5.17 Secured Indebtedness to Include Judgments; Other Collateral. The term “Secured Indebtedness” as defined in this Mortgage shall include, without limitation, any judgment(s) or final decree(s) rendered to collect any money obligations of Mortgagor to Mortgagee and/or the Lenders and/or to enforce the performance or collection of all rights, remedies, obligations, covenants, agreements, conditions, indemnities, representations, warranties, and other liabilities of the Mortgagor under this Mortgage or any or all of the other Loan Documents. The obtaining of any judgment by Mortgagee and/or the Lenders (other than a judgment foreclosing this Mortgage) and any levy of any execution under any such judgment upon the Property shall not affect in any manner or to any extent the lien of this Mortgage upon the Property or any part thereof, or any liens, powers, rights and remedies of Mortgagee and/or the Lenders hereunder, but such liens, powers, rights and remedies shall continue unimpaired as before until the judgment or levy is satisfied. Furthermore, Mortgagor acknowledges and agrees that the Secured Indebtedness is secured by the Property and various other collateral at the time of execution of this Mortgage. Mortgagor specifically acknowledges and agrees that the Property, in and of itself, if foreclosed or realized upon may not be sufficient to satisfy the outstanding amount of the Secured Indebtedness. Accordingly, Mortgagor acknowledges that it is in Mortgagor’s contemplation that the other collateral pledged to secure the Secured Indebtedness may be pursued by Mortgagee in separate proceedings in the various counties where such collateral may be located and in addition to any amounts Mortgagee and/or the Lenders may realize on sales of other property or any other collateral given as security for the Secured Indebtedness, Mortgagor will remain liable for any deficiency judgments. Specifically, and without limitation of the foregoing, it is agreed that it is the intent of the parties hereto that in the event of a foreclosure of this Mortgage, that the Secured Indebtedness shall not be deemed merged into any judgment of foreclosure, but shall rather remain outstanding to the fullest extent permitted by applicable law.

5.18 Survival. If the Property subject to Article I is released from the lien of this Mortgage or the Mortgage is satisfied of record, any of the terms and provisions of this Mortgage which, under the terms of this Mortgage, survive such release or satisfaction, shall survive the release of the Property or the satisfaction of this Mortgage, whether such release or satisfaction is voluntarily granted by Mortgagee or the Lenders, or occurs as a result of a judgment upon judicial foreclosure of this Mortgage if a deed in lieu of foreclosure is granted by Mortgagor to Mortgagee and/or the Lenders.

5.19 Revolving Credit. This Mortgage is given to secure the payment of loans made on the date hereof and future advances under a revolving credit facility. This Mortgage secures not only present indebtedness but also future advances, whether such future advances are obligatory or are to be made at the option of the Lenders, or otherwise, and the lien securing such future advances shall relate to the date of this Mortgage and have the same priority as the lien securing loans made on the date hereof. The amount of indebtedness secured hereby may increase or decrease from time to time, and the rate or rates of interest payable may vary from time to time.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, Mortgagor has duly signed and delivered this Mortgage as of the date first above written.

MORTGAGOR:

MOORE-HANDLEY, INC., a Delaware corporation

By: *Thomas J. Schitanella, Jr.*
Name: Thomas J. Schitanella, Jr.
Title: Treasurer and Secretary

STATE OF ALABAMA)
Jefferson COUNTY)

I the undersigned, a Notary Public in and for said county in said state, hereby certify that Thomas J. Schitanella, Jr., whose name as Treasurer & Secretary of Moore-Handley, Inc., a Delaware corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer of said corporation, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand on this 12th day of March, 2008.

Allen M. Lamont
Notary Public

My commission expires: _____

[AFFIX SEAL]

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Jan 25, 2010
BONDED THRU NOTARY PUBLIC UNDERWRITERS

EXHIBIT A

LEGAL DESCRIPTION

3140 Pelham Parkway, Pelham, Alabama

PARCEL A:

Commence at the Southwest corner of Section 13, Township 20 South, Range 3 West, City of Pelham, Shelby County, Alabama; thence South 87 degrees 59 minutes 35 seconds East, a distance of 764.69 feet; thence North 10 degrees 17 minutes 35 seconds West a distance of 662.23 feet; to the POINT OF BEGINNING; thence continue Northerly along the last described course a distance of 655.57 feet; thence North 87 degrees 59 minutes 35 seconds West a distance of 848.51 feet to a point on the Easterly right of way line of Old Ashville-Montevallo Highway; thence South 01 degrees 48 minutes 25 seconds West and along said right of way a distance of 249.15 feet; thence South 04 degrees 35 minutes 39 East and along said right of way a distance of 283.08 feet; thence North 85 degrees 12 minutes 49 seconds East and leaving said right of way a distance of 313.80 feet; thence South 04 degrees 47 minutes 11 East a distance of 222.33 feet; thence North 85 degrees 12 minutes 49 seconds East a distance of 621.22 feet to the POINT OF BEGINNING.

Said parcel containing 12.88 acres more or less.

PARCEL B:

Commence at the Southwest corner of Section 13, Township 20 South, Range 3 West, City of Pelham, Shelby County, Alabama; thence South 87 degrees 59 minutes 35 seconds East a distance of 764.69 feet; thence North 10 degrees 17 minutes 35 seconds West a distance of 317.80 feet (title deed calls for 217.80 feet which is a misprint) to the POINT OF BEGINNING; thence continue Northerly along the last described course, a distance of 344.43 feet; thence South 85 degrees 12 minutes 49 seconds West, a distance of 621.22 feet; thence North 04 degrees 47 minutes 11 seconds West a distance of 222.33 feet; thence South 85 degrees 12 minutes 49 seconds West a distance of 313.80 feet to the Easterly right of way line of Old Ashville-Montevallo Highway (Shelby County Highway #238); thence South 04 degrees 35 minutes 35 seconds East and along said right of way a distance of 518.42 feet; thence South 25 degrees 20 minutes 35 seconds East and along said right of way a distance of 130.72 feet; thence South 87 degrees 59 minutes 35 seconds East leaving said right of way and along the Northerly right of way line of Cummings Street, a distance of 476.70 feet; thence North 10 degrees 17 minutes 35 seconds West and leaving said right of way a distance of 188.73 feet; thence South 87 degrees 59 minutes 36 seconds East a distance of 471.99 feet (measure) 472.00 feet (title deed) to the POINT OF BEGINNING.

Said parcel containing 9.93 acres more or less.

PARCEL C:

Commence at the Southwest corner of Section 13, Township 20 South, Range 3 West, City of Pelham, Shelby County, Alabama; thence North 87 degrees 50 minutes 29 seconds West a distance of 201.98 feet to the approximate center line of Atlantic Coast Line Railroad right of way; thence North 25 degrees 15 minutes 29 seconds West and along said right of way, a distance of 196.31 feet to the approximate intersection of the center line of the Old Ashville-Montevallo Road; thence North 04 degrees 40 minutes 29 seconds West and along said center line of road, a distance of 712.23 feet (measure) 703.74 feet (title deed); thence South 85 degrees 19 minutes 31 seconds West and leaving said road center line a distance of 30.52 feet (measure) 30.00 feet (title deed) to the POINT OF BEGINNING; thence South 85 degrees 15 minutes 28 seconds West a distance of 185.27 feet (measure) 180.88 feet (title deed) to a point on the Northeast right of way line of Atlantic Coast Line Railroad; thence North 25 degrees 15 minutes 48 seconds West and along said right of way, a distance of 584.82 feet (measure) 594.74 feet (title deed) to the point of beginning of a non tangent curve to the left having a radius of 2,914.82 feet, a central angle of 08 degrees 07 minutes 53 seconds and subtended by a chord which bears North 29 degrees 28 minutes 31 seconds West and a chord distance of 413.32 feet; thence along the arc of said curve and said right of way a distance of 413.67 feet; thence South 87 degrees 59 minutes 35 seconds East and leaving said right of way a distance of 670.32 feet to a point on the Westerly right of way line of above said Old Ashville-Montevallo Highway, said point also being the beginning of a non tangent curve to the left, having a radius of 2,775.35 feet a central angle of 02 degrees 23 minutes 04 seconds and subtended by a chord which bears South 06 degrees 23 minutes 41 seconds West and a chord distance of 115.49 feet; thence along the arc of said curve and said right of way a distance of 115.50 feet (measure) 115.69 feet (title deed); thence South 05 degrees 11 minutes 55 seconds West and along said right of way a distance of 180.82 feet to the beginning of a non tangent curve to the left, having a radius of 3,223.53 feet, a central angle of 09 degrees 52 minutes 42 seconds and subtended by a chord which bears South 00 degrees 18 minutes 59 seconds West and a chord distance of 555.08 feet; thence along the arc of said curve and said right of way a distance of 555.76 feet (measure) 564.02 feet (title deed) to the POINT OF BEGINNING..

Said parcel containing 8.0 acres more or less.

The above described parcels are more particularly set forth on that certain ALTA/ACSM Land Title Survey prepared by R.C. Farmer and Associates, Inc., Robert C. Farmer, Alabama R.P.L.S. No. 14720, dated November 8, 2002, last updated March 3, 2008, Job No. 7366.