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NOTE TO PROBATE COURT: This Mortgage secures a Principal Indebtedness which shall not exceed the principal amount of $2,800,000 at any one time outstanding and $4,200 in mortgage tax shall be paid in connection with the recording of this Mortgage.

JUNIOR MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

BY

BUILDERS FIRSTSOURCE – SOUTHEAST GROUP, LLC,

as Mortgagor,

TO

UBS AG, STAMFORD BRANCH,
as Collateral Trustee,

as Mortgagee

Dated as of August 8, 2008

Relating to Premises in:
Shelby County, Alabama

This instrument was prepared by:

Stacey L. Rosenberg, Esq.
Latham & Watkins LLP
355 South Grand Avenue
Los Angeles, CA 90071-1560

When recorded, return to above

THIS IS A FUTURE ADVANCE MORTGAGE. THE SECOND LIEN OBLIGATIONS SECURED BY THIS MORTGAGE INCLUDE ALL INDEBTEDNESS, OBLIGATIONS AND LIABILITIES OF THE COMPANY AND THE MORTGAGOR TO THE SECURED PARTIES DUE OR TO BECOME DUE, AND NOW EXISTING OR HEREAFTER INCURRED, CONTRACTING OR ARISING, OTHER THAN PRIORITY LIEN OBLIGATIONS.

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STATE OF ALABAMA)
COUNTY OF SHELBY)

JUNIOR MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

This JUNIOR MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Mortgage"), dated as of August 8, 2008, is made by BUILDERS FIRSTSOURCE – SOUTHEAST GROUP, LLC, a Delaware limited liability company, having an office at 252 County Road 308 West, Shelby, Alabama 35143, as mortgagor, assignor and debtor (in such capacities and together with any successors in such capacities, the "Mortgagor"), in favor of UBS AG, STAMFORD BRANCH, a Swiss banking corporation having an office at 677 Washington Boulevard, Stamford, Connecticut, 06901, in its capacity as Collateral Trustee (pursuant to the Collateral Trust Agreement, as such term is hereinafter defined) for the Secured Parties (as hereinafter defined), as mortgagee, assignee and secured party (in such capacities and together with any successors in such capacities, the "Mortgagee").

RECITALS:

A. Pursuant to that certain Indenture, dated as of February 11, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Indenture"), among BUILDERS FIRSTSOURCE, INC., a Delaware corporation (including any and all successors thereto, the "Company"), the Mortgagor and the other Guarantors (such term and each other capitalized term used and not defined herein shall have the meaning given to it in Article I hereof) party thereto, and Wilmington Trust Company, as trustee thereunder (the "Senior Secured Notes Trustee"), the Company issued Second Priority Senior Secured Floating Rate Notes due 2012 in an aggregate principal of Two Hundred Seventy-Five Million and no/100 Dollars (US$275,000,000) (such notes and any registered notes issued by the Company in exchange for, and as contemplated by, such notes with substantially identical terms as such notes, as the same may be amended, supplemented, restated or otherwise modified from time to time, the "Senior Secured Floating Rate Notes").

B. Pursuant to that certain Loan and Security Agreement, dated as of December 14, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers (which term for all purposes herein includes Mortgagor) party thereto, the Guarantors party thereto, the Lenders party thereto, UBS Securities LLC, as syndication agent, Wachovia Capital Markets, LLC and UBS Securities LLC, as joint lead arrangers and joint lead book runners, General Electric Capital Corporation, as documentation agent, and Wachovia Bank, National Association, as administrative agent for the Lenders, the Lenders have agreed to make to or for the account of the Borrowers certain Loans (as defined in the Credit Agreement) and issue certain Letters of Credit (as defined in the Credit Agreement).

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C. It is contemplated that the Company or one or more of the Guarantors or each of their respective Subsidiaries, pursuant to the provisions of the Indenture, may incur Hedging Obligations by entering into one or more hedging agreements or arrangements, which are designed to, among other things, alter the risks arising from the fluctuations in interest rates, currency values or commodity prices with respect to the Loans under the Loan Agreement and the Senior Secured Floating Rate Notes.

D. The Company owns, directly or through its Subsidiaries, all of the issued and outstanding shares of the Mortgagor.

E. The Mortgagor has, pursuant to Article 11 of the Indenture, among other things, guaranteed (the "Note Guarantee") the obligations of the Company under the Indenture and the other Note Documents.

F. The Mortgagor has received and will receive substantial benefits from the execution, delivery and performance of the Senior Secured Floating Rate Notes and Indenture and is, therefore, willing to enter into this Mortgage.

G. The Mortgagor is the legal and/or beneficial owner of the Mortgaged Property.

H. The Indenture requires that the obligations of the Company and the Guarantors under the Senior Secured Floating Rate Notes and other Note Documents be secured by certain liens on the property of the Company and Guarantors, including the lien of this Mortgage.

I. This Mortgage is made by the Mortgagor in favor of the Mortgagee for its benefit and the benefit of the other Secured Parties to secure the payment and performance of all of the Second Lien Obligations.

AGREEMENT:

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor hereby covenants and agrees with the Mortgagee as follows:

ARTICLE I.

DEFINITIONS AND INTERPRETATION

SECTION 1.1. Definitions.

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(a) Capitalized terms used but not otherwise defined herein that are defined in the Indenture shall have the meanings given to them in the Indenture, including the following:

"Affiliate"; "Business Day"; "Credit Agreement Agent"; "Event of Default"; "GAAP"; "Guarantors", "Hedging Obligations"; "Holders"; "Lien"; "Net Proceeds"; "Note Documents"; "Officers' Certificate"; "Person"; "Security Documents"; and "Subsidiary".

(b) The following terms in this Mortgage shall have the following meanings:

"Alterations" shall mean any and all alterations, installations, improvements, additions, modifications or changes of a structural nature.

"Charges" shall mean any and all real estate, property and other taxes, assessments and special assessments, levies, fees, all water and sewer rents and charges and all other governmental charges imposed upon or assessed against, and all claims (including, without limitation, claims for landlords', carriers', mechanics', workmen's, repairmen's, laborers', materialmen's, suppliers' and warehousemen's Liens and other claims arising by operation of law) against, all or any portion of the Mortgaged Property.

"Collateral" shall have the meaning assigned to such term in Section 13.18(A) hereof.

"Collateral Trust Agreement" shall mean that certain Collateral Trust Agreement dated as of February 11, 2005 by and among the Credit Agreement Agent, the Collateral Trustee, the Senior Secured Notes Trustee, the Company and its Subsidiaries.

"Collateral Trustee" shall mean Mortgagee.

"Contested Liens" shall mean, collectively, any Liens incurred in respect of any Charges to the extent that the amounts owing in respect thereof are not yet delinquent or are being contested and otherwise comply with the provisions of Section 8.1 hereof; *provided, however*, that such Liens shall in all respects be subject and subordinate in priority to the Liens and security interests created and evidenced by this Mortgage, except if and to the extent that the law or regulation creating, permitting or authorizing such Lien provides that such Lien(s) must be superior to the Liens and security interests created and evidenced hereby.

"Contracts" shall mean, collectively, any and all right, title and interest of the Mortgagor in and to any and all contracts and other general intangibles relating to the Mortgaged Property and all reserves, deferred payments, deposits, refunds and claims of every kind, nature or character relating thereto.

"Credit Agreement" shall have the meaning assigned to such term in Recital B hereof.

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"Default Rate" shall mean the rate of interest (as applicable) under Sections 2.12 and 4.01 of the Indenture and as set forth in the Senior Secured Floating Rate Notes.

"Destruction" shall mean any and all damage to, or loss or destruction of, the Premises or any part thereof.

"Environmental Laws" shall have the meaning assigned to such term in the Credit Agreement.

"Fixtures" shall mean all machinery, apparatus, equipment, fittings, fixtures, improvements and articles of personal property of every kind, description and nature whatsoever now or hereafter attached or affixed to the Land or any other Improvement used in connection with the use and enjoyment of the Land or any other Improvement or the maintenance or preservation thereof, which by the nature of their location thereon or attachment thereto are fixtures under the UCC or any other applicable law including, without limitation, all utility systems, fire sprinkler and security systems, drainage facilities, lighting facilities, all water, sanitary and storm sewer, drainage, electricity, steam, gas, telephone and other utility equipment and facilities, pipes, fittings and other items of every kind and description now or hereafter attached to or located on the Land which by the nature of their location thereon or attachment thereto are real property under applicable law, HVAC equipment, boilers, electronic data processing, telecommunications or computer equipment, refrigeration, electronic monitoring, water or lighting systems, power, sanitation, waste removal, elevators, maintenance or other systems or equipment.

"Governmental Authority" shall mean "Governmental Authority" as such term is defined in the Credit Agreement, or any other governmental, quasi-governmental or administrative (including self-regulatory) body, instrumentality, department, agency, authority, board, bureau, commission, office of any nature whatsoever or other subdivision thereof, or any other court, tribunal, administrative hearing body, arbitration panel or other similar dispute-resolving body, whether now or hereafter in existence, or any officer or official thereof, having jurisdiction over the Mortgagor or the Mortgaged Property or any portion thereof.

"Hazardous Materials" shall have the meaning assigned to such term under the Credit Agreement.

"Improvements" shall mean all buildings, structures and other improvements of every kind or description and any and all Alterations now or hereafter located, attached, affixed or erected on the Land, including, without limitation, (i) all Fixtures, (ii) all attachments, railroad tracks, foundations, sidewalks, drives, roads, curbs, streets, ways, alleys, passages, passageways, sewer rights, parking areas, driveways, fences and walls and (iii) all materials now or hereafter located on the Land intended for the construction, reconstruction, repair, replacement, alteration, addition or improvement of or to such buildings, Fixtures, structures and improvements, all of which materials shall be deemed to be part of the Improvements immediately upon delivery thereof on the Land and to be part of the Improvements immediately upon their incorporation therein.

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"Indenture" shall have the meaning assigned to such term in Recital A hereto.

"Insurance Policies" means the insurance policies and coverages required to be maintained by the Mortgagor with respect to the Mortgaged Property pursuant to Section 10.05 of the Indenture.

"Land" shall mean the land described in Schedule A annexed to this Mortgage, together with all of the Mortgagor's reversionary rights in and to any and all easements, rights-of-way, strips and gores of land, waters, water courses, water rights, mineral, gas and oil rights and all power, air, light and other rights, estates, titles, interests, privileges, liberties, servitudes, licenses, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating or appertaining thereto, or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto.

"Landlord" shall mean any landlord, lessor, franchisor, licensor or grantor, as applicable.

"Leases" shall mean, collectively, any and all interests of the Mortgagor, as Landlord, in all leases and subleases and other agreements, tenancies, franchise agreements, licenses, occupancy or concession agreements and other agreements now existing or hereafter entered into, whether or not of record, granting others the right to use or occupy the Premises relating in any manner to the Premises and any and all amendments, modifications, supplements, reinstatements, extensions and renewals of any thereof, whether now in effect or hereafter coming into effect.

"Mortgage" shall have the meaning assigned to such term in the preamble hereof.

"Mortgaged Property" shall have the meaning assigned to such term in Section 2.1 hereof.

"Mortgagee" shall have the meaning assigned to such term in the Preamble hereof.

"Mortgagor" shall have the meaning assigned to such term in the Preamble hereof.

"Mortgagor's Interest" shall have the meaning assigned to such term in Section 2.2 hereof.

"Note Guarantee" shall have the meaning assigned to such term in Recital E hereof.

"Permit" shall mean any and all permits, certificates, approvals, authorizations, consents, licenses, variances, franchises or other instruments, however characterized, of any Governmental Authority (or any Person acting on behalf of a Governmental Authority) now or hereafter acquired or held, together with all amendments, modifications, extensions, renewals

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and replacements of any thereof issued or in any way furnished in connection with the Mortgaged Property including, without limitation, building permits, certificates of occupancy, environmental certificates, industrial permits or licenses and certificates of operation.

"Permitted Liens" shall mean the Liens described in clauses 1.01 (1), (9), (10), (11), (15), and (16) of the definition of "Permitted Liens" contained in the Indenture.

"Personal Property" shall mean personal property of every kind and nature, whether tangible or intangible, owned by Mortgagor (or in which Mortgagor has or hereafter acquires an interest) and appurtenant to the Premises or used or usable, in the present or used or usable in connection with the future operation, development, finance, leasing or use of the Premises.

"Premises" shall mean, collectively, the Land and the Improvements.

"Prior Liens" shall mean, collectively, the Lien of the Senior Mortgage and the other Liens identified in Schedule B of that certain title commitment, File No. 4388A-08, effective as of July 8, 2008, and issued by Chicago Title Insurance Company covering the Premises and obtained and approved by Mortgagee.

"Proceeds" shall mean, collectively, any and all cash proceeds and noncash proceeds and shall include all (i) proceeds of the conversion, voluntary or involuntary, of any of the Mortgaged Property or any portion thereof into cash or liquidated claims, (ii) proceeds of any insurance, indemnity, warranty, guaranty or claim payable to the Mortgagee or to the Mortgagor from time to time with respect to any of the Mortgaged Property, (iii) payments (in any form whatsoever) made or due and payable to the Mortgagor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any portion of the Mortgaged Property by any Governmental Authority (or any Person acting on behalf of a Governmental Authority), (iv) products of the Mortgaged Property and (v) other amounts from time to time paid or payable under or in connection with any of the Mortgaged Property including, without limitation, refunds of real estate taxes and assessments, including interest thereon.

"Property Material Adverse Effect" shall mean, as of any date of determination and whether individually or in the aggregate, (a) any event, circumstance, occurrence or condition which has caused or resulted in (or would reasonably be expected to cause or result in) a material adverse effect on the business or operations of the Mortgagor as presently conducted at the Mortgaged Property; (b) any event, circumstance, occurrence or condition which has caused or resulted in (or would reasonably be expected to cause or result in) a material adverse effect on the value or utility of the Mortgaged Property; or (c) any event, circumstance, occurrence or condition which has caused or resulted in (or would reasonably be expected to cause or result in) a material adverse effect on the legality, priority or enforceability of the Lien created by this Mortgage or the rights and remedies of the Mortgagee hereunder.

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"Prudent Operator" shall mean a prudent operator of property similar in use and configuration to the Premises and located in the locality where the Premises are located.

"Records" shall mean, collectively, any and all right, title and interest of the Mortgagor in and to any and all drawings, plans, specifications, file materials, operating and maintenance records, catalogues, tenant lists, correspondence, advertising materials, operating manuals, warranties, guarantees, appraisals, studies and data relating to the Mortgaged Property or the construction of any Alteration or the maintenance of any Permit.

"Rents" shall mean, collectively, any and all rents, additional rents, royalties, cash, termination or similar payments, guaranties, letters of credit, bonds, issues and profits (including all oil and gas or other mineral royalties and bonuses) sureties or securities deposited under any Lease to secure performance of the Tenant's obligations thereunder, revenues, earnings, profits and income, advance rental payments, payments incident to assignment, sublease or surrender of a Lease, claims for forfeited deposits and claims for damages, now due or hereafter to become due, whether paid or accruing before or after the filing by Mortgagor of any petition for relief under the bankruptcy code with respect to any Lease, any indemnification against, or reimbursement for, sums paid and costs and expenses incurred by the Mortgagor under any Lease or otherwise, and any award in the event of the bankruptcy of any Tenant under or guarantor of a Lease.

"Requirements of Law" shall mean, collectively, any and all requirements of any Governmental Authority including any and all laws, ordinances, rules, regulations or similar statutes or case law.

"Restoration" shall mean the repair, replacement or restoration of all or any portion of the Premises after a Destruction or Taking.

"Second Lien Obligations" shall mean (a) all obligations of the Company and Mortgagor under the Senior Secured Floating Rate Notes, this Mortgage, and the other Note Documents, including the aggregate principal amount under the Indenture in the sum of Two Hundred Seventy-Five Million and no/100 Dollars (US$275,000,000.00), plus accrued and unpaid interest thereon, premiums, collection costs, sums advanced for the payment of taxes, assessments, maintenance and repair charges, insurance premiums and any other costs incurred to protect the security encumbered by, or the lien of, this Mortgage, and expenses incurred by the Mortgagee by reason of any default by the Mortgagor under the terms of this Mortgage, and (b) "Obligations" as such term is defined in the Indenture, and in each case whether (i) such obligations are direct or indirect, secured or unsecured, joint or several, absolute or contingent, reduced to judgment or not, liquidated or unliquidated, disputed or undisputed, legal or equitable, obligatory or optional advances or otherwise, or due or to become due whether at stated maturity, by acceleration or otherwise, (ii) arising in the regular course of business or otherwise, (iii) for payment or performance, (iv) discharged, stayed or otherwise affected by any bankruptcy, insolvency, reorganization or similar proceeding with respect to the Company, any Guarantor or any of their respective Subsidiaries, or any other Person and/or (v) now existing or hereafter arising (including, without limitation, interest and other obligations arising or accruing after the

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commencement of any bankruptcy, insolvency, reorganization or similar proceeding with respect to the Company, any Guarantor or any of their respective Subsidiaries or any other Person, or which would have arisen or accrued but for the commencement of such proceeding, even if such obligation or the claim therefor is not enforceable or allowable in such proceeding); *provided, however*, that all Priority Lien Obligations (as defined in the Indenture) are expressly excluded from this definition of Second Lien Obligations.

"Secured Parties" means the Holders of the Senior Secured Floating Rate Notes and the Senior Secured Notes Trustee.

"Senior Mortgage" means that certain Senior Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of even date with this Mortgage, executed by Mortgagor in favor of Wachovia Bank, National Association, in its capacity as administrative agent and collateral trustee, as mortgagee thereunder, and covering the Mortgaged Property.

"Senior Secured Floating Rate Notes" shall have the meaning assigned to such term in Recital A hereto.

"Senior Secured Notes Trustee" shall have the meaning assigned to such term in Recital A hereto.

"Subordination Agreement" shall mean a subordination, nondisturbance and attornment agreement in form and substance reasonably acceptable to Mortgagee.

"Taking" shall mean any taking of the Mortgaged Property or any part thereof, in or by condemnation or other eminent domain proceedings pursuant to any law, general or special, or by reason of the temporary requisition of the use or occupancy of the Mortgaged Property or any part thereof, by any Governmental Authority, civil or military.

"Tax Escrow Fund" shall have the meaning assigned to such term in Section 7.2 hereof.

"Tenant" shall mean any tenant, lessee, sublessee, franchisee, licensee, grantee or obligee, as applicable.

"UCC" shall mean the Uniform Commercial Code as in effect on the date hereof in the jurisdiction in which the Premises are located; *provided, however*, that if by reason of mandatory provisions of law, the perfection or the effect of perfection or non-perfection of the security interest in any item or portion of the Mortgaged Property is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the jurisdiction in which the Premises are located, "UCC" shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection.

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SECTION 1.2. Interpretation. In this Mortgage, unless otherwise specified, (i) singular words include the plural and plural words include the singular, (ii) words importing any gender include the other gender, (iii) references to any Person include such Person's successors and assigns and in the case of an individual, the word "successors" includes such Person's heirs, devisees, legatees, executors, administrators and personal representatives, (iv) references to any statute or other law include all applicable rules, regulations and orders adopted or made thereunder and all statutes or other laws amending, consolidating or replacing the statute or law referred to, (v) the words "consent," "approve" and "agree," and derivations thereof or words of similar import, mean the prior written consent, approval or agreement of the Person in question, (vi) the words "include" and "including," and words of similar import, shall be deemed to be followed by the words "without limitation," (vii) the words "hereto," "herein," "hereof" and "hereunder," and words of similar import, refer to this Mortgage in its entirety, (viii) references to Articles, Sections, Schedules, Exhibits, subsections, paragraphs and clauses are to the Articles, Sections, Schedules, Exhibits, subsections, paragraphs and clauses hereof, (ix) the Schedules and Exhibits to this Mortgage, in each case as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the provisions hereof, are incorporated herein by reference, (x) the titles and headings of Articles, Sections, Schedules, Exhibits, subsections, paragraphs and clauses are inserted as a matter of convenience only and shall not affect the constructions of any provision hereof and (xi) all obligations of the Mortgagor hereunder shall be satisfied by the Mortgagor at the Mortgagor's sole cost and expense.

SECTION 1.3. Resolution of Drafting Ambiguities. The Mortgagor acknowledges and agrees that it was represented by counsel in connection with the execution and delivery hereof, that it and its counsel reviewed and participated in the preparation and negotiation hereof and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party (i.e., Mortgagee) shall not be employed in the interpretation hereof.

ARTICLE II.

GRANTS AND SECURED OBLIGATIONS

SECTION 2.1. Grant of Mortgaged Property. The Mortgagor hereby grants, mortgages, bargains, sells, assigns, transfers and conveys to the Mortgagee, and hereby grants to the Mortgagee, a security interest in and upon all of the Mortgagor's estate, right, title and interest in, to and under the following property, with power of sale and right of entry and possession, whether now owned or held or hereafter acquired from time to time (collectively, the "Mortgaged Property"):

(i) Land;

(ii) Improvements;

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(iii) Personal Property;

(iv) Leases;

(v) Rents;

(vi) Permits;

(vii) Contracts;

(viii) Records;

(ix) Proceeds; and

(x) Insurance Policies.

TO HAVE AND TO HOLD the Mortgaged Property, together with all estate, right, title and interest of the Mortgagor and anyone claiming by, through or under the Mortgagor in and to the Mortgaged Property and all rights and appurtenances relating thereto, unto the Mortgagee, its successors and assigns, for the purpose of securing the payment and performance in full of all the Second Lien Obligations.

SECTION 2.2. Assignment of Leases and Rents. As additional security for the payment and performance in full of all the Second Lien Obligations and subject to the provisions of Article VI hereof, the Mortgagor absolutely, presently, unconditionally and irrevocably assigns, transfers and sets over to the Mortgagee, and grants to the Mortgagee, all of the Mortgagor's estate, right, title, interest, claim and demand, as Landlord, under any and all of the Leases including, without limitation, the following (such assigned rights, the "Mortgagor's Interest"):

(i) the immediate and continuing right to receive and collect all Rents;

(ii) all claims, rights, powers, privileges and remedies of the Mortgagor, whether provided for in the Leases or arising by statute or at law or in equity or otherwise, consequent on any failure on the part of the Tenants to perform or comply with any term of the Leases;

(iii) all rights to take all actions upon the happening of a default under the Leases as shall be permitted by the Leases or by law including, without limitation, the commencement, conduct and consummation of proceedings at law or in equity; and

(iv) the full power and authority, in the name of the Mortgagor or otherwise, to enforce, collect, receive and receipt for any and all of the foregoing and to take all other actions whatsoever which the Mortgagor, as Landlord, is or may be entitled to take under the Leases.

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SECTION 2.3. Second Lien Obligations. This Mortgage secures, and the Mortgaged Property is collateral security for, the payment and performance in full when due of the Second Lien Obligations.

SECTION 2.4. Intentionally Omitted.

SECTION 2.5. No Release. Nothing set forth in this Mortgage shall relieve the Mortgagor from the performance of any term, covenant, condition or agreement on the Mortgagor's part to be performed or observed under or in respect of any of the Mortgaged Property or from any liability to any Person under or in respect of any of the Mortgaged Property or shall impose any obligation on the Mortgagee or any other Secured Party to perform or observe any such term, covenant, condition or agreement on the Mortgagor's part to be so performed or observed or shall impose any liability on the Mortgagee or any other Secured Party for any act or omission on the part of the Mortgagor relating thereto or for any breach of any representation or warranty on the part of the Mortgagor contained in this Mortgage or any other Note Document, or under or in respect of the Mortgaged Property or made in connection herewith or therewith. The obligations of the Mortgagor contained in this Section 2.5 shall survive the termination hereof and the discharge of the Mortgagor's other obligations under this Mortgage and the other Note Documents.

ARTICLE III.

REPRESENTATIONS AND WARRANTIES OF MORTGAGOR

SECTION 3.1. Authority and Validity. The Mortgagor represents and warrants that each of the representations, warranties, covenants, negative covenants and other agreements of the Mortgagor under and as contained in the Indenture are hereby incorporated herein in their entirety by this reference.

SECTION 3.2. Warranty of Title. The Mortgagor represents and warrants that:

(i) it has good and marketable fee simple title to the Premises and the Landlord's interest and estate under or in respect of the Leases and good title to the interest it purports to own or hold in and to each of the Permits, the Contracts and the Records, in each case subject to no Liens, except for Prior Liens, Permitted Liens and Liens in favor of the Mortgagee pursuant to the Security Documents;

(ii) it has good title to the interest it purports to own or hold in and to all rights and appurtenances to or that constitute a portion of the Mortgaged Property;

(iii) it is in compliance in all material respects with each term, condition and provision of any obligation of the Mortgagor which is secured by the Mortgaged Property

or the noncompliance with which may result in the imposition of a Lien on the Mortgaged Property; and

(iv) upon recordation in the official records in the county (or other applicable jurisdiction) in which the Premises are located, this Mortgage will create and constitute a valid and enforceable second priority Lien on the Mortgaged Property in favor of the Collateral Trustee for the benefit of the Secured Parties, and, to the extent any of the Mortgaged Property shall consist of Fixtures, a second priority security interest in the Fixtures, which second priority Lien and second priority security interest are subject only to Prior Liens and Permitted Liens.

SECTION 3.3. Condition of Mortgaged Property. The Mortgagor represents and warrants that:

(i) there has been issued and there remains in full force and effect subject to no revocation, suspension, forfeiture or modification, each and every material Permit necessary for the present and contemplated use, operation and occupancy of the Premises by the Mortgagor and its Tenants and the conduct of their respective businesses and all required material zoning, building code, land use, environmental and other similar Permits;

(ii) the Premises and the present and contemplated use and occupancy thereof comply in all material respects with all applicable zoning ordinances, building codes, land use laws, setback or other development and use requirements of Governmental Authorities and in all material respects with all private restrictions and agreements affecting the Mortgaged Property whether or not recorded;

(iii) the Premises are served by all utilities (including, without limitation, public water and sewer systems) reasonably necessary for the present and contemplated use thereof, and the Mortgagor has not received notice of termination of such utility service;

(iv) the Mortgagor has access to the Premises from one or more fully dedicated public roads sufficient to allow the Mortgagor and its Tenants and invitees to conduct their respective businesses at the Premises in accordance with sound commercial practices and the Mortgagor has not received notice of termination of such access;

(v) the Mortgagor has not received notice of any material Taking or the commencement or pendency of any action or proceeding therefor;

(vi) there has not occurred any material Destruction of any currently used Premises or any portion thereof as a result of any fire or other casualty which has not previously been repaired or replaced;

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(vii) there are no material disputes regarding boundary lines, location, encroachments or possession of any portions of the Mortgaged Property and no state of facts exists which could reasonably be expected to give rise to any such claim;

(viii) all liquid and solid waste disposal, septic and sewer systems necessary for the current operation of the Premises and located on the Premises are in a good and safe condition and repair and are materially in compliance with all Requirements of Law;

(ix) no portion of the Premises is located in an area identified by the Federal Emergency Management Agency or any successor thereto as an area having special flood hazards pursuant to the Flood Insurance Acts or, if any portion of the Premises is located within such area, the Mortgagor has obtained flood insurance in such total amount as the Administrative Agent or the Required Lenders may from time to time require and otherwise has complied with the National Flood Insurance Program as set forth in the Flood Disaster Protection Act of 1973, as amended from time to time

(x) the Premises are assessed for real estate tax purposes as one or more wholly independent tax lot or lots, separate from any adjoining land or improvements not constituting a portion of such lot or lots, and no other land or improvement is assessed and taxed together with the Premises or any portion thereof; and

(xi) there are no options or rights of first refusal to purchase or acquire all or any portion of the Mortgaged Property.

SECTION 3.4. Leases. The Mortgagor represents and warrants that:

(i) there are no Leases affecting the Premises as of the date hereof, except as identified on Schedule C hereto;

(ii) true copies of such Leases have been previously delivered to the Mortgagee and there are no agreements with any Tenant under such Leases other than those agreements (A) expressly set forth therein or (B) listed on Schedule C hereto;

(iii) the Mortgagor is the sole owner of all of the Mortgagor's Interest in such Leases;

(iv) each of such material Leases is in full force and effect, constitutes a legal, valid and binding obligation of the Mortgagor and the applicable Tenant thereunder, and is enforceable against the Mortgagor and, to Mortgagor's knowledge, such Tenant in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors rights generally and subject to general principles of equity regardless of whether considered in a proceeding in equity or at law;

(v) there is no known material default under any of such Leases and there is existing no known material condition which with the giving of notice or passage of time or both would cause a default thereunder;

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(vi) all Rents due under such Leases have been paid in full;

(vii) none of the Rents reserved under such Leases have been assigned or otherwise pledged or hypothecated except in favor of the Mortgagee pursuant to the provisions hereof;

(viii) except as set forth in the Leases or on Schedule C hereto, none of the Rents (other than security deposits collected in accordance with the provisions of the applicable Leases) have been collected for more than one (1) month in advance;

(ix) there exist no offsets or defenses to the payment of any portion of the Rents and the Mortgagor owes no monetary obligation to any Tenant under any such Leases;

(x) the Mortgagor has received no written notice from any Tenant challenging the validity or enforceability of any such Leases;

(xi) none of such Leases contains any option to purchase, right of first refusal to purchase, right of first refusal to relet, or any other similar provision; and

(xii) each of such Leases is subordinate to this Mortgage either pursuant to its terms or pursuant to a recordable Subordination Agreement.

SECTION 3.5. Charges. The Mortgagor represents and warrants that all material Charges imposed upon or assessed against the Mortgaged Property have been paid and discharged, except to the extent such Charges constitute a Prior Lien.

SECTION 3.6. Benefit to the Mortgagor. The Mortgagor represents and warrants that it will receive substantial benefit as a result of the execution, delivery, and performance of the Note Documents.

ARTICLE IV.

CERTAIN COVENANTS OF MORTGAGOR

SECTION 4.1. Payment. The Mortgagor shall pay as and when the same shall become due, whether at its stated maturity, by acceleration or otherwise, each and every amount payable by the Mortgagor under the Note Documents.

SECTION 4.2. Preservation of Existence. The Mortgagor shall preserve and maintain in full force and effect its qualification to transact business and good standing in the state in which the Mortgaged Property is located.

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SECTION 4.3. Title. The Mortgagor shall

(i) (A) keep in effect all rights and appurtenances to or that constitute a part of the Mortgaged Property and (B) protect, preserve and defend its interest in the Mortgaged Property and title thereto;

(ii) (A) comply with each of the terms, conditions and provisions of any obligation of the Mortgagor which is secured by the Mortgaged Property or the noncompliance with which may result in the imposition of a Lien on the Mortgaged Property, subject to clauses (1), (9), (10), (11), (15), and (16) of the definition of "Permitted Liens" under the Indenture, (B) forever warrant and defend to the Mortgagee the Lien and security interests created and evidenced hereby and the validity and second priority hereof in any action or proceeding against the claims of any and all Persons whomsoever affecting or purporting to affect the Mortgaged Property or any of the rights of the Mortgagee hereunder, and (C) maintain a valid and enforceable second priority Lien on the Mortgaged Property and, to the extent any of the Mortgaged Property shall consist of Fixtures, a second priority security interest in the Fixtures, which second priority Lien and security interest shall be subject only to Permitted Liens and all Prior Liens; and

(iii) immediately upon obtaining knowledge of the pendency of any proceedings for the eviction of the Mortgagor from the Mortgaged Property or any part thereof by paramount title or otherwise questioning the Mortgagor's right, title and interest in, to and under the Mortgaged Property as warranted in this Mortgage, or of any condition that could give rise to any such proceedings, notify the Mortgagee thereof. The Mortgagee may participate in such proceedings and the Mortgagor will deliver or cause to be delivered to the Mortgagee all instruments requested by the Mortgagee to permit such participation. In any such proceedings, the Mortgagee may be represented by counsel satisfactory to the Mortgagee, the reasonable costs and expenses of whom shall be at the expense of the Mortgagor. If, upon the resolution of such proceedings, the Mortgagor shall suffer a loss of the Mortgaged Property or any part thereof or interest therein and title insurance proceeds shall be payable in connection therewith, such proceeds are hereby assigned to and shall be paid to the Mortgagee to be applied as Net Proceeds to the payment of the Second Lien Obligations or otherwise in accordance with the provisions of Section 4.10 of the Indenture.

SECTION 4.4. Maintenance and Use of Mortgaged Property; Alterations.

(i) Maintenance. The Mortgagor shall cause the representations and warranties set forth in Section 3.3 hereof (other than Sections 3.3(v) and 3.3(vi) which shall be governed by Article IX hereof) to continue to be true in each and every respect except where the failure so to be true would not result in a Property Material Adverse Effect.

(ii) Maintenance of Premises. The Mortgagor shall use the Premises in substantially the same manner as of the date hereof. The Mortgagor shall not commit or suffer

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any waste on the Premises. The Mortgagor shall, at all times, maintain, preserve and protect the Premises and keep the Premises in good repair, working order and condition (other than wear and tear occurring in the ordinary course of business) and from time to time make, or cause to be made, all needful and proper repairs, renewals, additions, improvements and replacements thereto necessary in order that the business carried on in connection therewith may be properly conducted at all times. The Mortgagor acknowledges that the Mortgaged Property is material to the conduct of its business. The Mortgagor shall not remove, demolish or alter the design or structural character of any Improvement now or hereafter erected upon all or any portion of the Premises, or permit any such removal, demolition or alteration, without the prior written consent of the Mortgagee.

(iii) Permits. The Mortgagor shall maintain, or cause to be maintained, in full force and effect all Permits contemplated by Section 3.3(i) hereof. Unless and to the extent contested by the Mortgagor in accordance with the provisions of Article VIII hereof, the Mortgagor shall comply in all material respects with all requirements set forth in the Permits and all Requirements of Law applicable to all or any portion of the Mortgaged Property or the condition, use or occupancy of all or any portion thereof or any recorded deed of restriction, declaration, covenant running with the land or otherwise, now or hereafter in force.

(iv) Zoning. The Mortgagor shall not initiate, join in or consent to any change in the zoning or any other permitted use classification of the Premises without the prior written consent of the Mortgagee, not to be unreasonably withheld.

(v) Hazardous Materials. The Mortgagor shall comply with all Environmental Laws consistent with the terms of Section 8.8 and Section 9.3 of the Credit Agreement.

SECTION 4.5. Notices Regarding Certain Defaults. The Mortgagor shall, promptly upon receipt of any written notice regarding (i) any default by the Mortgagor relating to the Mortgaged Property or any portion thereof or (ii) the failure to discharge any of the Mortgagor's obligations with respect to the Mortgaged Property or any portion thereof described herein, furnish a copy of such notice to the Mortgagee.

SECTION 4.6. Access to Mortgaged Property, Books and Records; Other Information. Upon notice to the Mortgagor, the Mortgagee, its agents, accountants and attorneys shall have full and free access to visit and inspect the Mortgaged Property at reasonable times and as often as reasonably requested.

SECTION 4.7. Limitation on Liens; Transfer Restrictions. Except for the Prior Liens, the Permitted Liens and the Lien of this Mortgage, the Mortgagor shall not, without the prior written consent of the Mortgagee, further mortgage, encumber, hypothecate, sell, convey or assign all or any part of the Mortgaged Property or suffer or allow any of the foregoing to occur by operation of law or otherwise or suffer or allow any Liens or transfers as described in Section 4.12 of the Indenture. Mortgagor hereby confirms that the foregoing limitation also prohibits the Mortgagor, the other Guarantors, the Company, and each of their respective Subsidiaries from allowing or suffering any Liens securing any indebtedness to any

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third party lender or creditor on any of the Mortgaged Property that could constitute Liens with priority between the Senior Mortgage and this Mortgage, it being understood that there shall be no such Liens between the Senior Mortgage and this Mortgage.

SECTION 4.8. Estoppel Certificates. The Mortgagor shall, from time to time, upon ten (10) days' prior written request of the Mortgagee, execute, acknowledge and deliver to the Mortgagee an Officers' Certificate stating that this Mortgage, the Indenture and the other Note Documents have not been assigned, are unmodified and in full force and effect (or, if there have been modifications, that this Mortgage, the Indenture or such other Note Documents, as applicable, is or are in full force and effect as modified and setting forth such modifications), no Event of Default has occurred and is continuing, and stating the date to which principal and interest have been paid on the Senior Secured Floating Rate Notes in accordance with Section 4.01 of the Indenture and in the manner provided in the Senior Secured Floating Rate Notes.

SECTION 4.9. Insurance. The Mortgagor shall obtain and keep in full force and effect the Insurance Policies required by (as applicable) Section 9.5 of the Credit Agreement and Section 10.05 of the Indenture and in accordance with the terms thereof.

ARTICLE V.

LEASES

SECTION 5.1. Mortgagor's Affirmative Covenants with Respect to Leases. With respect to each Lease, the Mortgagor shall:

(i) observe and perform in all material respects all the obligations imposed upon the Landlord under such Lease;

(ii) promptly send copies to the Mortgagee of all notices of default which the Mortgagor shall send or receive thereunder; and

(iii) enforce all of the material terms, covenants and conditions contained in such Lease upon the part of the Tenant thereunder to be observed or performed.

SECTION 5.2. Mortgagor's Negative Covenants with Respect to Leases. With respect to each Lease, the Mortgagor shall not, without the prior written consent of the Mortgagee:

(i) receive or collect, or permit the receipt or collection of, any Rent under such Lease more than one (1) month in advance of the respective period in respect of which such Rent is to accrue, except:

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(A) in connection with the execution and delivery of such Lease (or of any amendment to such Lease), Rent thereunder may be collected and received in advance in an amount not in excess of one (1) month's Rent;

(B) the amount held by Landlord as a reasonable security deposit thereunder; and

(C) any amount received and collected for escalation and other charges in accordance with the terms of such Lease;

(ii) assign, transfer or hypothecate (other than to the Mortgagee hereunder and to Wachovia Bank, National Association, in its capacity as collateral trustee or collateral agent (as applicable), as mortgagee under the Senior Mortgage in accordance with the Collateral Trust Agreement and the Credit Agreement) any Rent under such Lease whether then due or to accrue in the future or the interest of the Mortgagor as Landlord under such Lease;

(iii) enter into any new lease or any amendment or modification of any Lease if the same would not comply with Section 9.8(m) of the Credit Agreement and clause (16) under the definition of "Permitted Liens" under the Indenture;

(iv) terminate (whether by exercising any contractual right of the Mortgagor to recapture leased space or otherwise) or permit the termination of such Lease or accept surrender of all or any portion of the space demised under such Lease prior to the end of the term thereof or accept assignment of such Lease to the Mortgagor unless the same would not cause a Property Material Adverse Effect; or

(v) waive, excuse, condone or in any manner discharge or release any Tenants of or from the obligations of such Tenants under their respective Leases or guarantors of Tenants from obligations under any guarantees of the Leases except as the same would be done by a Prudent Operator with due regard for the security afforded the Mortgagee thereby unless the same would not cause a Property Material Adverse Effect.

ARTICLE VI.

CONCERNING ASSIGNMENT OF LEASES AND RENTS

SECTION 6.1. Present Assignment; License to the Mortgagor. Section 2.2 of this Mortgage constitutes a present, absolute, effective, irrevocable and complete assignment by Mortgagor to Mortgagee of the Leases and Rents and the right, subject to applicable law, to collect all sums payable to Mortgagor thereunder and apply the same as Mortgagee may, in its sole discretion, determine to be appropriate (including the payment of reasonable costs and

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expenses in connection with the maintenance, operation, improvement, insurance, taxes and upkeep of the Mortgaged Property), which is not conditioned upon Mortgagee being in possession of the Premises. The Mortgagee hereby grants to the Mortgagor, however, a license to collect and apply the Rents and to enforce the obligations of Tenants under the Leases. Immediately upon the occurrence of and during the continuance of any Event of Default, the license granted in the immediately preceding sentence shall cease and terminate, without any notice, action or proceeding or the intervention of a receiver appointed by a court.

SECTION 6.2. Collection of Rents by the Mortgagee.

(i) Any Rents receivable by the Mortgagee hereunder, after payment of all proper costs and expenses as Mortgagee may, in its sole discretion, determine to be appropriate (including the payment of reasonable costs and expenses in connection with the maintenance, operation, improvement, insurance, taxes and upkeep of the Mortgaged Property), shall be applied in accordance with the provisions of Section 10.2 of this Mortgage and Section 6.10 of the Indenture, subject to Article 10 thereof. The Mortgagee shall be accountable to the Mortgagor only for Rents actually received by the Mortgagee. The collection of such Rents and the application thereof shall not cure or waive any Event of Default or waive, modify or affect notice of Event of Default or invalidate any act done pursuant to such notice.

(ii) The Mortgagor hereby irrevocably authorizes and directs each Tenant under each Lease to rely upon and comply with any and all notices or demands from the Mortgagee for payment of Rents to the Mortgagee and the Mortgagor shall have no claim against any Tenants for Rents paid by any Tenants to the Mortgagee pursuant to such notice or demand.

SECTION 6.3. No Release. Neither this Mortgage nor any action or inaction on the part of the Mortgagee shall release any Tenant under any Lease, any guarantor of any Lease or the Mortgagor from any of their respective obligations under such Leases or constitute an assumption of any such obligations on the part of the Mortgagee. No action or failure to act on the part of the Mortgagor shall adversely affect or limit the rights of the Mortgagee under this Mortgage or, through this Mortgage, under such Leases. Nothing contained herein shall operate or be construed to (i) obligate the Mortgagee to perform any of the terms, covenants or conditions contained in any Lease or otherwise to impose any obligation upon the Mortgagee with respect to such Lease (including, without limitation, any obligation arising out of any covenant of quiet enjoyment contained in such Lease in the event that any Tenant under such Lease shall have been joined as a party defendant in any action by which the estate of such Tenant shall be terminated) or (ii) place upon the Mortgagee any responsibility for the operation, control, care, management or repair of the Premises.

SECTION 6.4. Irrevocable Interest. All rights, powers and privileges of the Mortgagee herein set forth are coupled with an interest and are irrevocable, subject to the terms and conditions hereof, and the Mortgagor shall not take any action under the Leases or otherwise which is inconsistent with this Mortgage or any of the terms hereof and any such action inconsistent herewith or therewith shall be void.

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SECTION 6.5. Amendment to Leases. Each Lease, including, without limitation, all amendments, modifications, supplements, replacements, extensions and renewals thereof, shall continue to be subject to the provisions hereof without the necessity of any further act by any of the parties hereto.

ARTICLE VII.

TAXES AND CERTAIN STATUTORY LIENS

SECTION 7.1. Payment of Charges. Unless and to the extent contested by the Mortgagor in accordance with the provisions of Sections 4.05 and 4.12, and clause (9) under the definition of "Permitted Liens" under the Indenture, the Mortgagor shall pay and discharge, or cause to be paid and discharged, from time to time prior to same becoming delinquent, all Charges. The Mortgagor shall, upon the Mortgagee's request, deliver to the Mortgagee receipts evidencing the payment of all such Charges.

SECTION 7.2. Escrow of Taxes. From and after the occurrence of an Event of Default, at the option and upon the request of the Mortgagee, the Mortgagor shall deposit with the Mortgagee in an account maintained by the Mortgagee (the "Tax Escrow Fund"), on the first day of each month, an amount estimated by the Mortgagee to be equal to one-twelfth of the annual real property taxes and other annual Charges required to be discharged by the Mortgagor under Section 7.1 hereof. Such amounts shall be held by the Mortgagee without interest to the Mortgagor and applied to the payment of the obligations in respect of which such amounts were deposited, in such priority as the Mortgagee shall determine, on or before the respective dates on which such obligations or any part thereof would become delinquent. Nothing contained in this Article VII shall (i) affect any right or remedy of the Mortgagee under any provision hereof or of any statute or rule of law to pay any such amount as provided above from its own funds and to add the amount so paid, together with interest at the Default Rate during such time that any amount remains outstanding, to the Second Lien Obligations or (ii) relieve the Mortgagor of its obligations to make or provide for the payment of the annual real property taxes and other annual Charges required to be discharged by the Mortgagor under Section 7.1 hereof.

SECTION 7.3. Certain Statutory Liens. Unless and to the extent contested by the Mortgagor as provided in Section 4.12 and clause (9) under the definition of Permitted Liens under the Indenture, the Mortgagor shall timely pay, or cause to be paid, all lawful claims and demands of mechanics, materialmen, laborers, government agencies administering worker's compensation insurance, old age pensions and social security benefits and all other claims, judgments, demands or amounts of any nature which, if unpaid, might result in, or permit the creation of, a Lien on the Mortgaged Property or any part thereof, or which might result in forfeiture of all or any part of the Mortgaged Property.

SECTION 7.4. Stamp and Other Taxes. Unless and to the extent contested by the Mortgagor in accordance with the provisions of Article VIII hereof, the Mortgagor shall pay

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any United States documentary stamp taxes, with interest and fines and penalties, and any mortgage recording taxes, with interest and fines and penalties, that may hereafter be levied, imposed or assessed under or upon or by reason hereof or the Second Lien Obligations or any instrument or transaction affecting or relating to either thereof and in default thereof the Mortgagee may advance the same and the amount so advanced shall be payable by the Mortgagor to the Mortgagee in accordance with the provisions of Section 7.10 of the Collateral Trust Agreement.

SECTION 7.5. Certain Tax Law Changes. In the event of the passage after the date hereof of any law deducting from the value of real property, for the purpose of taxation, amounts in respect of any Lien thereon or changing in any way the laws for the taxation of mortgages or debts secured by mortgages for state or local purposes or the manner of the collection of any Charges, and imposing any Charges, either directly or indirectly, on this Mortgage or any other Note Document, the Mortgagor shall promptly pay to the Mortgagee such amount or amounts as may be necessary from time to time to pay any such Charges.

SECTION 7.6. Proceeds of Tax Claim. In the event that the proceeds of any tax claim are paid after the Mortgagee has exercised its right to foreclose the Lien hereof, such proceeds shall be paid to the Mortgagee to satisfy any deficiency remaining after such foreclosure. The Mortgagee shall retain its interest in the proceeds of any tax claim during any redemption period. The amount of any such proceeds in excess of any deficiency claim of the Mortgagee shall in a reasonably prompt manner be released to the Mortgagor.

ARTICLE VIII.

CONTESTING OF PAYMENTS

SECTION 8.1. Contesting of Taxes and Certain Statutory Liens. The Mortgagor may at its own expense contest in good faith by appropriate proceedings the validity, amount or applicability of any Charges as provided in Sections 4.05 and 4.12 and clause (9) under the definition of "Permitted Liens" under the Indenture.

ARTICLE IX.

DESTRUCTION, CONDEMNATION AND RESTORATION

SECTION 9.1. Destruction, Condemnation and Restoration. If there shall occur any Destruction, the Mortgagor shall promptly send to the Mortgagee a written notice setting forth the nature and extent of such Destruction. The proceeds of any insurance payable in respect of such Destruction are hereby assigned and shall be paid to the Mortgagee. All such

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proceeds shall constitute Net Proceeds under the Indenture and shall be applied in accordance with the provisions of Section 4.10 of the Indenture that apply to Casualty Events (as defined under the Indenture).

SECTION 9.2. Condemnation. If there shall occur any Taking or the commencement of any proceeding therefor, the Mortgagor shall immediately notify the Mortgagee upon receiving notice of such Taking or commencement of proceedings therefor. The Mortgagee may, at its option, participate in any proceedings or negotiations which might result in any Taking, and the Mortgagor shall deliver or cause to be delivered to the Mortgagee all instruments requested by it to permit such participation. The Mortgagee may be represented by counsel satisfactory to it at the expense of the Mortgagor in connection with any such participation. The Mortgagor shall pay all reasonable fees, costs and expenses incurred by the Mortgagee in connection with any Taking and in seeking and obtaining any award or payment on account thereof. Any proceeds, award or payment in respect of any Taking are herby assigned and shall be paid to the Mortgagee. The Mortgagor shall take all steps necessary to notify the condemning authority of such assignment. All such proceeds shall constitute Net Proceeds under the Indenture and shall be applied in accordance with the provisions of Section 4.10 of the Indenture.

SECTION 9.3. Restoration. In the event the Mortgagor is permitted or required to perform any Restoration in accordance with the provisions of Section 4.10 of the Indenture, the proceeds of any award payable in respect of a Destruction or a Taking shall constitute Net Proceeds and the Mortgagee shall release such proceeds to the Mortgagor in compliance with the applicable provisions of Section 4.10 of the Indenture, and the Mortgagor shall complete the restoration in accordance with provisions of Section 4.10 of the Indenture. In the event there shall be any surplus after the application of such proceeds to the Restoration of the Improvements, such surplus should be applied as Net Proceeds in accordance with Section 4.10(c) of the Indenture.

ARTICLE X.

EVENTS OF DEFAULT AND REMEDIES

SECTION 10.1. Events of Default. It shall be an Event of Default hereunder if there shall have occurred and be continuing an Event of Default under the Indenture.

SECTION 10.2. Remedies in Case of an Event of Default. If any Event of Default shall have occurred and be continuing, the Mortgagee may at its option, in addition to any other action permitted under this Mortgage or the Indenture or by law, statute or in equity, take one or more of the following actions to the greatest extent permitted by local law:

(i) declare the entire unpaid amount of the Second Lien Obligations to be due and payable without further notice or demand (each of which, including, without

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limitation, notice of intent to accelerate and notice of acceleration, hereby is expressly waived by Mortgagor), whereupon the same shall become immediately due and payable;

(ii) personally, or by its agents or attorneys, enter into and upon and take possession of all or any part of the Premises together with the books, records and accounts of the Mortgagor relating thereto and exclude the Mortgagor, its agents and servants wholly therefrom;

(iii) hold, lease, operate or otherwise use or permit the use of the Mortgaged Property, or any portion thereof, in such manner, for such time and upon such terms as Mortgagee may deem to be in its best interest (making such repairs, alterations, additions and improvements thereto, from time to time, as Mortgagee shall deem necessary or desirable) and collect and retain all earnings, rents, profits or other amounts payable in connection therewith;

(iv) manage, lease and operate the Premises and carry on the business thereof and exercise all rights and powers of the Mortgagor with respect thereto either in the name of the Mortgagor or otherwise, or collect and receive all Rents. The Mortgagee shall be under no liability for or by reason of any such taking of possession, entry, removal or holding, operation or management, except that any amounts so received by the Mortgagee shall be applied in accordance with the provisions of Section 6.10 of the Indenture, subject to Article 10 thereof.

(v) take such steps to protect and enforce its rights whether by action, suit or proceeding at law or in equity for the specific performance of any covenant, condition or agreement in the Indenture and the other Note Documents, or in aid of the execution of any power granted in this Mortgage, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy or otherwise as the Mortgagee shall elect; or

(vi) with or without entry, personally or by its agents or attorneys, (A) sell the Mortgaged Property and all estate, right, title and interest, claim and demand therein at one or more sales in one or more parcels, in accordance with the provisions of Section 10.3 hereof or (B) institute and prosecute proceedings for the complete or partial foreclosure of the Lien and security interests created and evidenced hereby.

SECTION 10.3. Sale of Mortgaged Property if Event of Default Occurs; Proceeds of Sale.

(i) Subject to and in accordance with Section 13.22 hereof, if any Event of Default shall have occurred and be continuing, the Mortgagee may institute an action to foreclose this Mortgage or take such other action as may be permitted and available to the Mortgagee at law or in equity for the enforcement of the Indenture or other Note Documents and realization on the Mortgaged Property and proceeds thereon through power of sale (if then available under applicable law) or to final judgment and execution thereof for the Second Lien

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Obligations, and in furtherance thereof the Mortgagee may sell the Mortgaged Property at one or more sales, as an entirety or in parcels, at such time and place, upon such terms and after such notice thereof as may be required or permitted by law or statute or in equity. The Mortgagee may execute and deliver to the purchaser at such sale a conveyance of the Mortgaged Property in fee simple and an assignment or conveyance of all the Mortgagor's Interest in the Leases and the Mortgaged Property, each of which conveyances and assignments shall contain recitals as to the Event of Default upon which the execution of the power of sale herein granted depends, and the Mortgagor hereby constitutes and appoints the Mortgagee the true and lawful attorney in fact of the Mortgagor to make any such recitals, sale, assignment and conveyance, and all of the acts of the Mortgagee as such attorney in fact are hereby ratified and confirmed. The Mortgagor agrees that such recitals shall be binding and conclusive upon the Mortgagor and that any assignment or conveyance to be made by the Mortgagee shall divest the Mortgagor of all right, title, interest, equity and right of redemption, including any statutory redemption, in and to the Mortgaged Property. The power and agency hereby granted are coupled with an interest and are irrevocable by death or dissolution, or otherwise, and are in addition to any and all other remedies which the Mortgagee may have hereunder, at law or in equity. So long as the Second Lien Obligations, or any part thereof, remain unpaid, the Mortgagor agrees that possession of the Mortgaged Property by the Mortgagor, or any Person claiming under the Mortgagor, shall be as tenant, and, in case of a sale under power or upon foreclosure as provided in this Mortgage, the Mortgagor and any Person in possession under the Mortgagor, as to whose interest such sale was not made subject, shall, at the option of the purchaser at such sale, then become and be tenants holding over, and shall forthwith deliver possession to such purchaser, or be summarily dispossessed in accordance with the laws applicable to tenants holding over. In case of any sale under this Mortgage by virtue of the exercise of the powers herein granted, or pursuant to any order in any judicial proceeding or otherwise, the Mortgaged Property may be sold as an entirety or in separate parcels in such manner or order as the Mortgagee in its sole discretion may elect. One or more exercises of powers herein granted shall not extinguish or exhaust such powers, until the entire Mortgaged Property is sold or all amounts secured hereby are paid in full.

(ii) In the event of any sale made under or by virtue of this Article X, the entire principal of, and interest in respect of the Second Lien Obligations, if not previously due and payable, shall, at the option of the Mortgagee, immediately become due and payable, anything in this Mortgage to the contrary notwithstanding.

(iii) The proceeds of any sale made under or by virtue of this Article X, together with any other sums which then may be held by the Mortgagee under this Mortgage, whether under the provisions of this Article X or otherwise, shall be applied in accordance with the provisions of Section 6.10 of the Indenture, subject to Article 10 thereof.

(iv) The Mortgagee (on behalf of any Secured Party or on its own behalf) or any Lender or any of their respective Affiliates may bid for and acquire the Mortgaged Property or any part thereof at any sale made under or by virtue of this Article X and, in lieu of paying cash therefor, may make settlement for the purchase price by crediting against the purchase price the unpaid amounts (whether or not then due) owing to the Mortgagee, or such Lender in respect of the Second Lien Obligations, after deducting from the sales price the expense of the sale and

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the reasonable costs of the action or proceedings and any other sums that the Mortgagee or such Lender is authorized to deduct under this Mortgage.

(v) The Mortgagee may adjourn from time to time any sale by it to be made under or by virtue hereof by announcement at the time and place appointed for such sale or for such adjourned sale or sales, and, the Mortgagee, without further notice or publication, may make such sale at the time and place to which the same shall be so adjourned.

(vi) If the Premises is comprised of more than one parcel of land, the Mortgagee may take any of the actions authorized by this Section 10.3 in respect of any or a number of individual parcels.

SECTION 10.4. Additional Remedies in Case of an Event of Default.

(i) The Mortgagee shall be entitled to recover judgment as aforesaid either before, after or during the pendency of any proceedings for the enforcement of the provisions hereof, and the right of the Mortgagee to recover such judgment shall not be affected by any entry or sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the provisions hereof, or the foreclosure of, or absolute conveyance pursuant to, this Mortgage. In case of proceedings against the Mortgagor in insolvency or bankruptcy or any proceedings for its reorganization or involving the liquidation of its assets, the Mortgagee shall be entitled to prove the whole amount of principal and interest and other payments, charges and costs due in respect of the Second Lien Obligations to the full amount thereof without deducting therefrom any proceeds obtained from the sale of the whole or any part of the Mortgaged Property; *provided, however*, that in no case shall the Mortgagee receive a greater amount than the aggregate of such principal, interest and such other payments, charges and costs (with interest at the Default Rate) from the proceeds of the sale of the Mortgaged Property and the distribution from the estate of the Mortgagor.

(ii) Any recovery of any judgment by the Mortgagee and any levy of any execution under any judgment upon the Mortgaged Property shall not affect in any manner or to any extent the Lien and security interests created and evidenced hereby upon the Mortgaged Property or any part thereof, or any conveyances, powers, rights and remedies of the Mortgagee hereunder, but such conveyances, powers, rights and remedies shall continue unimpaired as before.

(iii) Any monies collected by the Mortgagee under this Section 10.4 shall be applied in accordance with the provisions of Section 10.3(iii) hereof.

(iv) Any sale of any Personal Property hereunder shall be conducted in any manner permitted by the UCC as in effect from time to time or any other applicable section of the UCC.

(v) Without limiting the generality of the foregoing, Mortgagee may, in its sole and absolute discretion and without regard to the adequacy of its security, elect to proceed against any or all of the real property, personal property and fixtures in any manner permitted

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under the UCC as adopted in the State of Alabama; and if the Mortgagee elects to proceed in the manner permitted under the UCC, the power of sale herein granted shall be exercisable with respect to all or any of the real property, personal property and fixtures covered hereby, as designated by Mortgagee, and the Mortgagee is hereby authorized and empowered to conduct any such sale of any real property, personal property and fixtures in accordance with the procedures applicable to real property.

SECTION 10.5. Legal Proceedings After an Event of Default.

(i) After the occurrence of any Event of Default and immediately upon the commencement of any action, suit or legal proceedings to obtain judgment for the Second Lien Obligations or any part thereof, or of any proceedings to foreclose the Lien and security interest created and evidenced hereby or otherwise enforce the provisions hereof or of any other proceedings in aid of the enforcement hereof, the Mortgagor shall enter its voluntary appearance in such action, suit or proceeding.

(ii) Upon the occurrence and during the continuance of an Event of Default, the Mortgagee shall be entitled forthwith as a matter of right, concurrently or independently of any other right or remedy hereunder either before or after declaring the Second Lien Obligations or any part thereof to be due and payable, to the appointment of a receiver without giving notice to any party and without regard to the adequacy or inadequacy of any security for the Second Lien Obligations or the solvency or insolvency of any Person then legally or equitably liable for the Second Lien Obligations or any portion thereof. The Mortgagor hereby consents to the appointment of such receiver. Notwithstanding the appointment of any receiver, the Mortgagee shall be entitled as pledgee to the possession and control of any cash, deposits or instruments at the time held by or payable or deliverable under the terms of the Indenture to the Mortgagee.

(iii) The Mortgagor shall not (A) at any time insist upon, or plead, or in any manner whatsoever claim or take any benefit or advantage of any stay or extension or moratorium law, any exemption from execution or sale of the Mortgaged Property or any part thereof, wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance hereof, (B) claim, take or insist on any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the Mortgaged Property, or any part thereof, prior to any sale or sales of the Mortgaged Property which may be made pursuant to this Mortgage, or pursuant to any decree, judgment or order of any court of competent jurisdiction or (C) after any such sale or sales, claim or exercise any right under any statute heretofore or hereafter enacted to redeem the property so sold or any part thereof. To the extent permitted by applicable law, the Mortgagor hereby expressly (1) waives all benefit or advantage of any such law or laws, including, without limitation, any statute of limitations applicable to this Mortgage, (2) waives any and all rights to trial by jury in any action or proceeding related to the enforcement hereof, (3) waives any objection which it may now or hereafter have to the laying of venue of any action, suit or proceeding brought in connection with this Mortgage and further waives and agrees not to plead that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum and (4) covenants not to hinder, delay or impede the execution of any power granted or delegated to the Mortgagee by

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this Mortgage but to suffer and permit the execution of every such power as though no such law or laws had been made or enacted. The Mortgagee shall not be liable for any incorrect or improper payment made pursuant to this Article X in the absence of gross negligence or willful misconduct.

SECTION 10.6. Remedies Not Exclusive. No remedy conferred upon or reserved to the Mortgagee by this Mortgage is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Mortgage or now or hereafter existing at law or in equity. Any delay or omission of the Mortgagee to exercise any right or power accruing on any Event of Default shall not impair any such right or power and shall not be construed to be a waiver of or acquiescence in any such Event of Default. Every power and remedy given by this Mortgage may be exercised from time to time concurrently or independently, when and as often as may be deemed expedient by the Mortgagee in such order and manner as the Mortgagee, in its sole discretion, may elect. If the Mortgagee accepts any monies required to be paid by the Mortgagor under this Mortgage after the same become due, such acceptance shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums secured by this Mortgage or to declare an Event of Default with regard to subsequent defaults. If the Mortgagee accepts any monies required to be paid by the Mortgagor under this Mortgage in an amount less than the sum then due, such acceptance shall be deemed an acceptance on account only and on the condition that it shall not constitute a waiver of the obligation of the Mortgagor to pay the entire sum then due, and the Mortgagor's failure to pay the entire sum then due shall be and continue to be a default hereunder notwithstanding acceptance of such amount on account.

ARTICLE XI.

SECURITY AGREEMENT AND FIXTURE FILING

SECTION 11.1. Security Agreement. To the extent that the Mortgaged Property includes personal property or items of personal property which are or are to become fixtures under applicable law, this Mortgage shall also be construed as a security agreement under the UCC; and for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose of further securing payment and performance of the Second Lien Obligations, Mortgagor hereby grants to Mortgagee a security interest and lien in all rights, titles, and interest now owned or hereafter acquired by Mortgagor in such personal property and fixtures and, upon and during the continuance of an Event of Default, the Mortgagee shall be entitled with respect to such personal property to exercise all remedies hereunder, all remedies available under the UCC with respect to personal property and fixtures and all other remedies available under applicable law. Without limiting the foregoing, such personal property may, at the Mortgagee's option, (i) be sold hereunder together with any sale of any portion of the Mortgaged Property or otherwise, (ii) be sold pursuant to the UCC, or (iii) be dealt with by the Mortgagee in any other manner permitted under applicable law. The Mortgagee may require the

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Mortgagor to assemble such personal property and make it available to the Mortgagee at a place to be designated by the Mortgagee. The Mortgagor acknowledges and agrees that a disposition of the personal property in accordance with the Mortgagee's rights and remedies in respect to the Mortgaged Property as heretofore provided is a commercially reasonable disposition thereof; *provided, however*, that the Mortgagee shall give the Mortgagor not less than ten (10) days' prior notice of the time and place of any intended disposition.

SECTION 11.2. Fixture Filing. To the extent that the Mortgaged Property includes items of personal property which are or are to become fixtures under applicable law, and to the extent permitted under applicable law, the filing hereof in the real estate records of the county in which such Mortgaged Property is located shall also operate from the time of filing as a fixture filing for purposes of Article 9 of the UCC with respect to such Mortgaged Property, and the following information is applicable for the purpose of such fixture filing, to wit:

Name and Address of the debtor: The Mortgagor having the address described in the Preamble hereof.	**Name and Address of the secured party:** The Mortgagee having the address described in the Preamble hereof.
This Financing Statement covers the following types or items of property: The Mortgaged Property. This instrument covers the Fixtures as defined herein The name of the record owner of the Land on which such fixtures are or are to be located is the Mortgagor. Mortgagor is a Delaware limited liability company and its organizational identification number is 2546473. The mailing address of the Mortgagee set out on the first page is an address of the secured party from which information concerning the security interest may be obtained. The mailing address of the Mortgagor set out on the first page is a mailing address of the debtor. This Mortgage is to be also indexed as a fixture filing in the real estate records of the Office of the Judge of Probate of Shelby County, Alabama.	

In addition, Mortgagor authorizes the Mortgagee to file appropriate financing and continuation statements under the UCC in effect in the jurisdiction in which the Mortgaged Property is located as may be required by law in order to establish, preserve and protect the liens and security interests intended to be granted to the Mortgagee pursuant to this Mortgage in the Mortgaged Property.

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ARTICLE XII.

FURTHER ASSURANCES

SECTION 12.1. Recording Documentation To Assure Security. The Mortgagor shall, forthwith after the execution and delivery hereof and thereafter, from time to time, cause this Mortgage and any financing statement, continuation statement or similar instrument relating thereto or to any property intended to be subject to the Lien hereof to be filed, registered and recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect the validity and priority thereof or the Lien hereof purported to be created upon the Mortgaged Property and the interest and rights of the Mortgagee therein. The Mortgagor shall pay or cause to be paid all taxes and fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment thereof, and of any instrument of further assurance, and all Federal or state stamp taxes or other taxes, duties and charges arising out of or in connection with the execution and delivery of such instruments.

SECTION 12.2. Further Acts. The Mortgagor shall, at the sole cost and expense of the Mortgagor, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignment, transfers, financing statements, continuation statements, instruments and assurances as the Mortgagee shall from time to time request, which may be necessary in the judgment of the Mortgagee from time to time to assure, perfect, convey, assign, mortgage, transfer and confirm unto the Mortgagee, the property and rights hereby conveyed or assigned or which the Mortgagor may be or may hereafter become bound to convey or assign to the Mortgagee or for carrying out the intention or facilitating the performance of the terms hereof or the filing, registering or recording hereof. Without limiting the generality of the foregoing, in the event that the Mortgagee desires to exercise any remedies, consensual rights or attorney-in-fact powers set forth in this Mortgage and determines it necessary to obtain any approvals or consents of any Governmental Authority or any other Person therefor, then, upon the reasonable request of the Mortgagee, the Mortgagor agrees to use its best efforts to assist and aid the Mortgagee to obtain as soon as practicable any necessary approvals or consents for the exercise of any such remedies, rights and powers. In the event the Mortgagor shall fail after demand to execute any instrument or take any action required to be executed or taken by the Mortgagor under this Section 12.2, the Mortgagee may execute or take the same as the attorney-in-fact for the Mortgagor, such power of attorney being coupled with an interest and is irrevocable.

SECTION 12.3. Additional Security. Without notice to or consent of the Mortgagor and without impairment of the Lien and rights created by this Mortgage, the Mortgagee may accept (but the Mortgagor shall not be obligated to furnish) from the Mortgagor or from any other Person, additional security for the Second Lien Obligations. Neither the giving hereof nor the acceptance of any such additional security shall prevent the Mortgagee from resorting, first, to such additional security, and, second, to the security created by this Mortgage without affecting the Mortgagee's Lien and rights under this Mortgage.

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ARTICLE XIII.

MISCELLANEOUS

SECTION 13.1. Covenants To Run with the Land. All of the grants, covenants, terms, provisions and conditions in this Mortgage shall run with the Land and shall apply to, and bind the successors and assigns of, the Mortgagor. If there shall be more than one mortgagor with respect to the Mortgaged Property, the covenants and warranties hereof shall be joint and several.

SECTION 13.2. No Merger. The rights and estate created by this Mortgage shall not, under any circumstances, be held to have merged into any other estate or interest now owned or hereafter acquired by the Mortgagee unless the Mortgagee shall have consented to such merger in writing.

SECTION 13.3. Concerning Mortgagee.

(i) The Mortgagee has been appointed as Collateral Trustee pursuant to the Collateral Trust Agreement. The actions of the Mortgagee hereunder are subject to the provisions of the Collateral Trust Agreement and Note Documents. The Mortgagee shall have the right hereunder to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking action (including, without limitation, the release or substitution of the Mortgaged Property), in accordance with this Mortgage, the Collateral Trust Agreement, and the Note Documents. The Mortgagee may employ agents and attorneys-in-fact in connection herewith and shall not be liable for the negligence or misconduct of any such agents or attorneys-in-fact selected by it in good faith. The Mortgagee may resign and a successor Mortgagee may be appointed in the manner provided in the Collateral Trust Agreement. Upon the acceptance of any appointment as the Mortgagee by a successor Mortgagee, that successor Mortgagee shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Mortgagee under this Mortgage, and the retiring Mortgagee shall thereupon be discharged from its duties and obligations under this Mortgage. After any retiring Mortgagee's resignation, the provisions hereof shall inure to its benefit as to any actions taken or omitted to be taken by it under this Mortgage while it was the Mortgagee.

(ii) The Mortgagee shall be deemed to have exercised reasonable care in the custody and preservation of the Mortgaged Property in its possession if such Mortgaged Property is accorded treatment substantially equivalent to that which the Mortgagee, in its individual capacity, accords its own property consisting of similar instruments or interests, it being understood that neither the Mortgagee nor any of the Secured Parties shall have responsibility for taking any necessary steps to preserve rights against any Person with respect to any Mortgaged Property.

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(iii) The Mortgagee shall be entitled to rely upon any written notice, statement, certificate, order or other document or any telephone message believed by it to be genuine and correct and to have been signed, sent or made by the proper Person, and, with respect to all matters pertaining to this Mortgage and its duties hereunder, upon advice of counsel selected by it.

(iv) With respect to any of its rights and obligations as a Secured Party, the Mortgagee shall have and may exercise the same rights and powers hereunder. The term "Secured Parties," "Secured Party" or any similar terms shall, unless the context clearly otherwise indicates, include the Mortgagee in its individual capacity as a Secured Party. The Mortgagee may accept deposits from, lend money to, and generally engage in any kind of banking, trust or other business with the Mortgagor or any Affiliate of the Mortgagor to the same extent as if the Mortgagee were not acting as Collateral Trustee.

(v) If any portion of the Mortgaged Property also constitutes collateral granted to the Mortgagee under any other deed of trust, mortgage, security agreement, pledge or instrument of any type, in the event of any conflict between the provisions hereof and the provisions of such other deed of trust, mortgage, security agreement, pledge or instrument of any type in respect of such collateral, the Mortgagee, in its sole discretion, shall select which provision or provisions shall control.

SECTION 13.4. Mortgagee May Perform; Mortgagee Appointed Attorney-in-Fact. If the Mortgagor shall fail to perform any covenants contained in this Mortgage (including, without limitation, the Mortgagor's covenants to (i) pay the premiums in respect of all required insurance policies hereunder or under the Credit Agreement and Indenture, (ii) pay Charges, (iii) make repairs, (iv) discharge Liens or (v) pay or perform any obligations of the Mortgagor under any Mortgaged Property) or if any warranty on the part of the Mortgagor contained herein shall be breached, the Mortgagee may (but shall not be obligated to), after notice to Mortgagor, do the same or cause it to be done or remedy any such breach, and may expend funds for such purpose; *provided, however*, that the Mortgagee shall in no event be bound to inquire into the validity of any tax, lien, imposition or other obligation which the Mortgagor fails to pay or perform as and when required hereby and which the Mortgagor does not contest in accordance with the provisions of Article VIII hereof. Any and all amounts so expended by the Mortgagee shall be paid by the Mortgagor in accordance with the provisions of Section 7.10 of the Collateral Trust Agreement. Neither the provisions of this Section 13.4 nor any action taken by the Mortgagee pursuant to the provisions of this Section 13.4 shall prevent any such failure to observe any covenant contained in this Mortgage nor any breach of warranty from constituting an Event of Default. The Mortgagor hereby appoints the Mortgagee its attorney-in-fact, with full authority in the place and stead of the Mortgagor and in the name of the Mortgagor, or otherwise, from time to time in the Mortgagee's discretion to take any action and to execute any instrument consistent with the terms hereof and the other Note Documents which the Mortgagee may deem necessary or advisable to accomplish the purposes hereof. The foregoing grant of authority is a power of attorney coupled with an interest and such appointment shall be irrevocable for the term hereof. The Mortgagor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

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SECTION 13.5. Continuing Security Interest; Assignment. This Mortgage shall create a continuing Lien on and security interest in the Mortgaged Property and shall (i) be binding upon the Mortgagor, its successors and assigns and (ii) inure, together with the rights and remedies of the Mortgagee hereunder, to the benefit of the Mortgagee for the benefit of the Secured Parties and each of their respective successors, transferees and assigns. No other Persons (including, without limitation, any other creditor of the Company, any Guarantor or any of their respective Subsidiaries) shall have any interest herein or any right or benefit with respect hereto.

SECTION 13.6. Termination; Release. When all the Second Lien Obligations have been paid in full, and the Indenture and other Note Documents shall have expired or been terminated, this Mortgage shall terminate. Upon termination hereof or any release of the Mortgaged Property or any portion thereof in accordance with the provisions of the Indenture and other Note Documents, the Mortgagee shall, upon the request and at the sole cost and expense of the Mortgagor, forthwith assign, transfer and deliver to the Mortgagor, against receipt and without recourse to or warranty by the Mortgagee, such of the Mortgaged Property to be released (in the case of a release) as may be in possession of the Mortgagee and as shall not have been sold or otherwise applied pursuant to the terms hereof, and, with respect to any other Mortgaged Property, proper documents and instruments (including UCC-3 termination statements or releases) acknowledging the termination hereof or the release of such Mortgaged Property, as the case may be.

SECTION 13.7. Modification in Writing. No amendment, modification, supplement, termination or waiver of or to any provision hereof, nor consent to any departure by the Mortgagor therefrom, shall be effective unless the same shall be done in accordance with the terms of the Indenture and unless in writing and signed by the Mortgagee. Any amendment, modification or supplement of or to any provision hereof, any waiver of any provision hereof and any consent to any departure by the Mortgagor from the terms of any provision hereof shall be effective only in the specific instance and for the specific purpose for which made or given. Except where notice is specifically required by this Mortgage or any other Note Document, no notice to or demand on the Mortgagor in any case shall entitle the Mortgagor to any other or further notice or demand in similar or other circumstances.

SECTION 13.8. Notices. Unless otherwise provided herein or in the Indenture, any notice or other communication herein required or permitted to be given shall be given in the manner and become effective as set forth in the Indenture, if to the Mortgagor or the Mortgagee, addressed to it at the address set forth in the preamble hereto and the Indenture, or in each case at such other address as shall be designated by such party in a written notice to the other party complying as to delivery with the terms of this Section 13.8.

SECTION 13.9. GOVERNING LAW; SERVICE OF PROCESS; WAIVER OF JURY TRIAL. THIS MORTGAGE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS, EXCEPT TO THE EXTENT THAT THE VALIDITY OR

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PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR ITEM OR TYPE OF MORTGAGED PROPERTY ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN SUCH STATE, IN WHICH EVENT THE LAWS OF SUCH JURISDICTION SHALL GOVERN SUCH VALIDITY OR PERFECTION. MORTGAGOR AGREES THAT SERVICE OF PROCESS IN ANY PROCEEDING MAY BE EFFECTED BY MAILING A COPY THEREOF BY REGISTERED OR CERTIFIED MAIL (OR ANY SUBSTANTIALLY SIMILAR FORM OF MAIL), POSTAGE PREPAID, TO THE COMPANY AND THE MORTGAGOR AT THE ADDRESSES SET FORTH IN THE PREAMBLE HERETO AND THE INDENTURE OR AT SUCH OTHER ADDRESS OF WHICH THE MORTGAGEE SHALL HAVE BEEN NOTIFIED PURSUANT THERETO. IF ANY AGENT APPOINTED BY MORTGAGOR REFUSES TO ACCEPT SERVICE, MORTGAGOR HEREBY AGREES THAT SERVICE UPON IT BY MAIL SHALL CONSTITUTE SUFFICIENT NOTICE. NOTHING HEREIN SHALL AFFECT THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR SHALL LIMIT THE RIGHT OF MORTGAGEE TO BRING PROCEEDINGS AGAINST MORTGAGOR IN THE COURTS OF ANY OTHER JURISDICTION. THE MORTGAGOR HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS MORTGAGE OR THE TRANSACTIONS CONTEMPLATED HEREBY.

SECTION 13.10. Severability of Provisions. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

SECTION 13.11. Interest Payable Under Usury Laws. In accordance with Section 4.06 of the Indenture, to the extent it may lawfully do so, the Mortgagor hereby waives the benefits of all usury laws, whether state or Federal, that are applicable to the transaction under the Note Documents of which this Mortgage is a part, and agrees not to claim any benefits of such laws, all as further set forth in Section 4.06 of the Indenture.

SECTION 13.12. Business Days. In the event any time period or any date provided in this Mortgage ends or falls on a day other than a Business Day, then such time period shall be deemed to end and such date shall be deemed to fall on the next succeeding Business Day, and performance herein may be made on such Business Day, with the same force and effect as if made on such other day.

SECTION 13.13. Relationship. The relationship of the Mortgagee to the Mortgagor hereunder is strictly and solely that of (as applicable) pledgee and pledgor, and mortgagee and mortgagor and nothing contained in the Indenture, this Mortgage or any other document or instrument now existing and delivered in connection therewith or otherwise in connection with the Second Lien Obligations is intended to create, or shall in any event or under any circumstance be construed as creating a partnership, joint venture, tenancy-in-common, joint

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tenancy or other relationship of any nature whatsoever between the Mortgagee and the Mortgagor other than (as applicable) as pledgee and pledgor, and mortgagee and mortgagor.

SECTION 13.14. Waiver of Stay.

(i) The Mortgagor agrees that in the event that the Mortgagor or any property or assets of the Mortgagor shall hereafter become the subject of a voluntary or involuntary proceeding under the Bankruptcy Code or the Mortgagor shall otherwise be a party to any Federal or state bankruptcy, insolvency, moratorium or similar proceeding to which the provisions relating to the automatic stay under Section 362 of the Bankruptcy Code or any similar provision in any such law is applicable, then, in any such case, whether or not the Mortgagee has commenced foreclosure proceedings under this Mortgage, the Mortgagee shall be entitled to relief from any such automatic stay as it relates to the exercise of any of the rights and remedies (including, without limitation, any foreclosure proceedings) available to the Mortgagee as provided in this Mortgage or in any other Security Document.

(ii) The Mortgagee shall have the right to petition or move any court having jurisdiction over any proceeding described in Section 13.14 hereof for the purposes provided therein, and the Mortgagor agrees (a) not to oppose any such petition or motion and (b) at the Mortgagor's sole cost and expense, to assist and cooperate with the Mortgagee, as may be requested by the Mortgagee from time to time, in obtaining any relief requested by the Mortgagee, including, without limitation, by filing any such petitions, supplemental petitions, requests for relief, documents, instruments or other items from time to time requested by the Mortgagee or any such court.

SECTION 13.15. No Credit for Payment of Taxes or Impositions. The Mortgagor shall not be entitled to any credit against the principal, premium, if any, or interest payable under the Indenture or any of the other Note Documents, and the Mortgagor shall not be entitled to any credit against any other sums which may become payable under the terms thereof or hereof, by reason of the payment of any Charge on the Mortgaged Property or any part thereof.

SECTION 13.16. No Claims Against the Mortgagee. Nothing contained in this Mortgage shall constitute any consent or request by the Mortgagee, express or implied, for the performance of any labor or services or the furnishing of any materials or other property in respect of the Premises or any part thereof, nor as giving the Mortgagor any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against the Mortgagee in respect thereof or any claim that any Lien based on the performance of such labor or services or the furnishing of any such materials or other property is prior to the Lien hereof.

SECTION 13.17. Obligations Absolute. All obligations of the Mortgagor hereunder shall be absolute and unconditional irrespective of:

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(i) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of the Company, Mortgagor or any other Guarantor, or any of their respective Subsidiaries;

(ii) any lack of validity or enforceability of the Indenture, any other Note Documents, or any other agreement or instrument relating thereto;

(iii) any change in the time, manner or place of payment of, or in any other term of, all or any of the Second Lien Obligations, or any other amendment or waiver of or any consent to any departure from the Indenture, any other Note Documents, or any other agreement or instrument relating thereto;

(iv) any exchange, release or non-perfection of any other Collateral, or any release or amendment or waiver of or consent to any departure from any guarantee, for all or any of the Second Lien Obligations;

(v) any exercise or non-exercise, or any waiver of any right, remedy, power or privilege under or in respect hereof or any other Note Document except as specifically set forth in a waiver granted pursuant to the provisions of Section 13.7 hereof; or

(vi) any other circumstances which might otherwise constitute a defense available to, or a discharge of, the Mortgagor.

SECTION 13.18. Mortgagee's Right To Sever Indebtedness. The Mortgagor acknowledges that (A) the Mortgaged Property does not constitute the sole source of security for the payment and performance of the Second Lien Obligations and that the Second Lien Obligations are also secured by property of the Mortgagor and its Affiliates in other jurisdictions (all such property, collectively, the "Collateral"), (B) the number of such jurisdictions and the nature of the transaction of which this instrument is a part are such that it would have been impracticable for the parties to allocate to each item of Collateral a specific principal amount of Senior Secured Floating Rate Notes and to execute in respect of such item a separate Indenture and (C) the Mortgagor intends that the Mortgagee have the same rights with respect to the Mortgaged Property, in foreclosure or otherwise, that the Mortgagee would have had if each item of Collateral had been secured, mortgaged or pledged pursuant to a separate Indenture, mortgage or security instrument. In furtherance of such intent, the Mortgagor agrees that the Mortgagee may at any time by notice (an "Allocation Notice") to the Mortgagor allocate a portion (the "Allocated Indebtedness") of the Second Lien Obligations to the Mortgaged Property and sever from the remaining Second Lien Obligations the Allocated Indebtedness. From and after the giving of an Allocation Notice with respect to the Mortgaged Property, the Second Lien Obligations hereunder shall be limited to the extent set forth in the Allocation Notice and (as so limited) shall, for all purposes, be construed as a separate obligation of the Mortgagor unrelated to the other transactions contemplated by the Indenture, any other Note Document or any document related to any thereof. To the extent that the proceeds on any foreclosure of the Mortgaged Property shall exceed the Allocated Indebtedness, such proceeds shall belong to the Mortgagor and shall not be available hereunder to satisfy any Second Lien Obligations of the

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Mortgagor other than the Allocated Indebtedness. In any action or proceeding to foreclose the Lien hereof or in connection with any power of sale (a non-judicial) foreclosure or other remedy exercised under this Mortgage commenced after the giving by the Mortgagee of an Allocation Notice, the Allocation Notice shall be conclusive proof of the limits of the Second Lien Obligations hereby secured, and the Mortgagor may introduce, by way of defense or counterclaim, evidence thereof in any such action or proceeding. Notwithstanding any provision of this Section 13.18, the proceeds received by the Mortgagee pursuant to this Mortgage shall be applied by the Mortgagee in accordance with the provisions of Section 10.3(iii) hereof.

(i) The Mortgagor hereby waives to the greatest extent permitted under law the right to a discharge of any of the Second Lien Obligations under any statute or rule of law now or hereafter in effect which provides that foreclosure of the Lien hereof or other remedy exercised under this Mortgage constitutes the exclusive means for satisfaction of the Second Lien Obligations or which makes unavailable a deficiency judgment or any subsequent remedy because the Mortgagee elected to proceed with a power of sale foreclosure or such other remedy or because of any failure by the Mortgagee to comply with laws that prescribe conditions to the entitlement to a deficiency judgment. In the event that, notwithstanding the foregoing waiver, any court shall for any reason hold that the Mortgagee is not entitled to a deficiency judgment, the Mortgagor shall not (A) introduce in any other jurisdiction such judgment as a defense to enforcement against the Mortgagor of any remedy in the Indenture or any other Note Document or (B) seek to have such judgment recognized or entered in any other jurisdiction, and any such judgment shall in all events be limited in application only to the state or jurisdiction where rendered.

(ii) In the event any instrument in addition to the Allocation Notice is necessary to effectuate the provisions of this Section 13.18, including, without limitation, any amendment to this Mortgage, any affidavit or certificate of any kind, the Mortgagee may execute, deliver or record such instrument as the attorney-in-fact of the Mortgagor. Such power of attorney is coupled with an interest and is irrevocable.

(iii) Notwithstanding anything set forth herein to the contrary, the provisions of this Section 13.18 shall be effective only to the maximum extent permitted by law.

SECTION 13.19. Last Dollars Secured. This Mortgage secures only a portion of the Second Lien Obligations owing or which may become owing by the Mortgagor and the Company. The parties agree that any payments or repayments of such Second Lien Obligations by the Mortgagor shall be deemed to be applied first to the portion of the Second Lien Obligations that are not secured hereby, it being the parties' intent that the portion of the Second Lien Obligations last remaining unpaid shall be secured hereby.

SECTION 13.20. Contribution

(i) The security interests granted by the Mortgagor hereunder and under any of the other Note Documents shall be limited to the maximum amount as will, after giving effect to such maximum amount and all contingent and fixed liabilities of the Mortgagor, including

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those that are at any time owing with respect to the Note Documents or that are otherwise relevant under applicable law, and after giving effect to any collections from, rights to receive contribution from or payments made by or on behalf of any other Affiliate of the Mortgagor in respect of the security interests on the assets of such other Affiliate hereunder and under the other Note Documents, result in the security interests granted by the Mortgagor hereunder and under the other Note Documents not constituting a fraudulent transfer or conveyance.

(ii) This Mortgage shall remain in full force and effect and continue to be effective should any petition be filed by or against Mortgagor for liquidation or reorganization, should Mortgagor become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of Mortgagor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Second Lien Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Second Lien Obligations, whether as a "voidable preference", "fraudulent conveyance", or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Second Lien Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

SECTION 13.21. References to Credit Agreement. If the First Lien Obligations (as defined in the Senior Mortgage) have been paid in full and the Credit Agreement shall have expired or been terminated prior to the payment in full of the Second Lien Obligations, the Mortgagor agrees that the Credit Agreement shall remain effective solely for purposes of applying the definitions and other provisions of the Credit Agreement which are referenced in this Mortgage.

SECTION 13.22. Alabama State-Specific Provisions. Notwithstanding anything set forth herein to the contrary, the provisions of this Section 13.22 shall govern:

(i) Power of Sale. If an Event of Default exists, this Mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past-due mortgages, and the Mortgagee shall be authorized, at its option, whether or not possession of the Mortgaged Property is taken, to sell the Mortgaged Property (or such part or parts thereof as the Mortgagee may from time to time elect to sell) under the power of sale which is hereby given to the Mortgagee, at public outcry, to the highest bidder for cash, at the front or main door of the courthouse of the county in which the Land to be sold, or a substantial and material part thereof, is located, after first giving notice by publication once a week for three successive weeks of the time, place and terms of such sale, together with a description of the Mortgaged Property to be sold, by publication in some newspaper published in the county or counties in which the Land to be sold is located. If there is Land to be sold in more than one county, publication shall be made in all counties where the Land to be sold is located, but if no newspaper is published in any such county, the notice shall be published in a newspaper published in an adjoining county for three successive weeks. The sale shall be held between the hours

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of 11:00 a.m. and 4:00 p.m. on the day designated for the exercise of the power of sale hereunder. The Mortgagee may bid at any sale held under this Mortgage and may purchase the Mortgaged Property, or any part thereof, if the highest bidder therefor. The purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money. At any sale all or any part of the Mortgaged Property, real, personal or mixed, may be offered for sale in parcels or en masse for one total price, and the proceeds of any such sale en masse shall be accounted for in one account without distinction between the items included therein and without assigning to them any proportion of such proceeds, the Mortgagor hereby waiving the application of any doctrine of marshalling or like proceeding. In case the Mortgagee, in the exercise of the power of sale herein given, elects to sell the Mortgaged Property in parts or parcels, sales thereof may be held from time to time, and the power of sale granted herein shall not be fully exercised until all of the Mortgaged Property not previously sold shall have been sold or all the Second Lien Obligations shall have been paid in full and this Mortgage shall have been terminated as provided herein.

(ii) Prerequisites of Sales. In case of any sale of the Mortgaged Property as authorized by Section 13.22(i), all prerequisites to the sale shall be presumed to have been performed, and in any conveyance given hereunder all statements of facts, or other recitals therein made, as to the nonpayment of any of the Second Lien Obligations or as to the advertisement of sale, or the time, place and manner of sale, or as to any other fact or thing, shall be taken in all courts of law or equity as rebuttably presumptive evidence that the facts so stated or recited are true.

(iii) Maximum Principal Amount Secured. This Mortgage is given to secure the Second Lien Obligations; provided, however, that notwithstanding anything to the contrary contained herein: (i) the maximum principal amount of the Second Lien Obligations secured by this Mortgage (the "Principal Indebtedness") shall not exceed $2,800,000 (the "Maximum Principal Amount") at any one time outstanding; (ii) the Maximum Principal Amount of the Principal Indebtedness secured by this Mortgage shall be deemed to be the first of the Second Lien Obligations to be advanced and the last of the Second Lien Obligations to be repaid; (iii) the security afforded by this Mortgage for the Second Lien Obligations shall not be reduced by any payments or other sums applied to the reduction of the Second Lien Obligations so long as the total amount of outstanding Principal Indebtedness 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 Indenture and the other Note Documents, to reduce the outstanding Principal Indebtedness to an amount less than the Maximum Principal Amount; (iv) if at any time after the reduction of the Principal Indebtedness to an amount less than the Maximum Principal Amount, Principal Indebtedness should subsequently be incurred that increase the total outstanding Principal Indebtedness to an amount equal to or exceeding the Maximum Principal Amount, the security afforded by this Mortgage shall thereupon be increased to the Maximum Principal Amount; and (v) the limitation contained in this paragraph on the Maximum Principal Amount shall only pertain to Principal Indebtedness and shall not be construed

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as limiting the amount of interest, fees, expenses, indemnified amounts and other indebtedness secured hereby that are not Principal Indebtedness, it being the intention of the parties to this Mortgage that this Mortgage shall secure any Principal Indebtedness 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 Indebtedness in excess of the Maximum Principal Amount) included in the Second Lien Obligations.

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IN WITNESS WHEREOF, the Mortgagor has caused this Mortgage to be duly executed and delivered under seal the day and year first above written.

MORTGAGOR:

BUILDERS FIRSTSOURCE – SOUTHEAST GROUP, LLC

By: _____
Name: Jeffrey A. Wier
Title: Vice President

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STATE OF TEXAS)
COUNTY OF DALLAS)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Jeffrey A. Wier, as a Vice President of Builders FirstSource - Southeast Group, LLC, a Delaware limited liability company, whose name 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 Vice President and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 8 day of August, 2008.

Notary Public

AFFIX SEAL

My commission expires:

APRIL MAY
Notary Public -State of Texas
My Commission Expires
July 1, 2011

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Schedule A - Legal Description

Refer to subsequent pages for the description

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SHELBY COUNTY, ALABAMA

PARCEL A

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN IRON ROD AND THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA; THENCE RUN IN A SOUTHERLY DIRECTION ALONG THE EAST BOUNDARY OF SAID SECTION 13 FOR A DISTANCE OF 809.81 FEET TO AN IRON ROD; THENCE TURN A DEFLECTION ANGLE TO THE RIGHT OF 74°46' AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 248.60 FEET TO AN IRON ROD; THENCE TURN AN ANGLE TO THE RIGHT OF 168°59' AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 143.59 FEET TO AN IRON ROD AND THE POINT OF BEGINNING; THENCE TURN AN ANGLE TO THE RIGHT OF 197°49' AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE NORTH RIGHT-OF-WAY MARGIN OF THE HEART OF DIXIE RAILROAD (ABANDONED) FOR A CHORD DISTANCE OF 428.37 FEET TO A POINT; THENCE TURN AN INTERIOR ANGLE TO THE LEFT OF 77°16' AND RUN IN A NORTHERLY DIRECTION FOR A DISTANCE OF 95.23 FEET; THENCE TURN AN INTERIOR ANGLE TO THE LEFT OF 87°41' AND RUN IN AN EASTERLY DIRECTION FOR A DISTANCE OF 158.14 FEET; THENCE TURN AN INTERIOR ANGLE TO THE LEFT OF 181°51' AND RUN IN AN EASTERLY DIRECTION FOR A DISTANCE OF 143.15 FEET; THENCE TURN AN INTERIOR ANGLE TO THE LEFT OF 183°44' AND RUN IN AN EASTERLY DIRECTION FOR A DISTANCE OF 116.88 FEET TO THE POINT OF BEGINNING, FORMING AN INTERIOR CLOSURE ANGLE OF 9°27'. ALL LYING IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA.

PARCEL B

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN IRON ROD LOCATED AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA; THENCE RUN IN A WESTERLY DIRECTION ALONG THE NORTH BOUNDARY OF SAID QUARTER-QUARTER FOR A DISTANCE OF 1293.37 FEET TO A POINT; THENCE, WITH AN ANGLE RIGHT OF 89°42', RUN IN A SOUTHERLY DIRECTION FOR A DISTANCE OF 447.40 FEET TO A FOUND IRON ROD ON THE SOUTH RIGHT-OF-WAY MARGIN OF COUNTY ROAD NO. 42; THENCE TURN A DEFLECTION ANGLE RIGHT OF 80°59' AND RUN IN A SOUTHWESTERLY DIRECTION ALONG SAID SOUTH RIGHT-OF-WAY MARGIN FOR A CHORD DISTANCE OF 249.99 FEET TO AN IRON ROD; THENCE TURN AN ANGLE TO THE RIGHT OF 99°05' AND RUN IN A SOUTHERLY DIRECTION FOR A DISTANCE OF 203.36 FEET TO AN IRON ROD AND THE POINT OF BEGINNING; THENCE TURN AN ANGLE TO THE RIGHT OF 89°51' AND RUN IN AN EASTERLY DIRECTION FOR A DISTANCE OF 247.48 FEET; THENCE TURN AN

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INTERIOR ANGLE TO THE LEFT OF 179°47' AND RUN IN A EASTERLY DIRECTION FOR A DISTANCE OF 498.54 FEET TO AN IRON ROD; THENCE TURN AN INTERIOR ANGLE TO THE LEFT OF 92°16' AND RUN IN A SOUTHERLY DIRECTION FOR A DISTANCE OF 173.06 FEET; THENCE TURN AN INTERIOR ANGLE TO THE LEFT OF 175°10' AND RUN IN A SOUTHERLY DIRECTION FOR A DISTANCE OF 154.38 FEET TO A POINT; THENCE TURN AN INTERIOR ANGLE TO THE LEFT OF 93°58' AND RUN IN A WESTERLY DIRECTION FOR A DISTANCE OF 116.47 FEET TO AN IRON ROD; THENCE TURN AN INTERIOR ANGLE TO THE LEFT OF 178°16' AND RUN IN A WESTERLY DIRECTION FOR A DISTANCE OF 909.38 FEET TO AN IRON ROD; THENCE TURN AN INTERIOR ANGLE TO THE LEFT OF 107°20' AND RUN IN A NORTHERLY DIRECTION FOR A DISTANCE OF 19.55 FEET; THENCE TURN AN INTERIOR ANGLE TO THE LEFT OF 161°03' AND RUN IN A NORTHERLY DIRECTION FOR A DISTANCE OF 30.00 FEET; THENCE TURN AN INTERIOR ANGLE TO THE LEFT OF 168°01' AND RUN IN A NORTHERLY DIRECTION FOR A DISTANCE OF 66.28 FEET; THENCE TURN AN INTERIOR ANGLE TO THE LEFT OF 181°03' AND RUN IN A NORTHERLY DIRECTION FOR A DISTANCE OF 54.30 FEET; THENCE TURN AN INTERIOR ANGLE TO THE LEFT OF 191°25' AND RUN IN A NORTHERLY DIRECTION FOR A DISTANCE OF 32.45 FEET; THENCE TURN AN INTERIOR ANGLE TO THE LEFT OF 201°16' AND RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 32.43 FEET; THENCE TURN AN INTERIOR ANGLE TO THE LEFT OF 208°58' AND RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 26.60 FEET; THENCE TURN AN INTERIOR ANGLE TO THE LEFT OF 212°16' AND RUN IN A WESTERLY DIRECTION FOR A DISTANCE OF 15.94 FEET TO AN IRON ROD; THENCE TURN AN INTERIOR ANGLE TO THE LEFT OF 106°15' AND RUN IN A NORTHERLY DIRECTION FOR A DISTANCE OF 44.29 FEET TO AN IRON ROD; THENCE TURN AN INTERIOR ANGLE TO THE LEFT OF 77°23' AND RUN IN AN EASTERLY DIRECTION FOR A DISTANCE OF 79.12 FEET; THENCE TURN AN INTERIOR ANGLE TO THE LEFT OF 182°25' AND RUN IN AN EASTERLY DIRECTION FOR A DISTANCE OF 179.83 FEET; THENCE TURN AN INTERIOR ANGLE TO THE LEFT OF 174°44' AND RUN IN AN EASTERLY DIRECTION FOR A DISTANCE OF 50.20 FEET TO AN IRON ROD; THENCE TURN AN INTERIOR ANGLE TO THE LEFT OF 278°18' AND RUN IN A NORTHERLY DIRECTION FOR A DISTANCE OF 54.80 FEET TO THE POINT OF BEGINNING FORMING AN INTERIOR CLOSURE ANGLE OF 90°07'. ALL LYING IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA.

PARCEL C

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN IRON ROD LOCATED AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA; THENCE RUN IN A WESTERLY DIRECTION ALONG THE NORTH BOUNDARY OF SAID QUARTER-QUARTER FOR A DISTANCE OF 1293.37 FEET TO A POINT; THENCE, WITH AN ANGLE RIGHT OF 89°42', RUN IN A SOUTHERLY DIRECTION FOR A DISTANCE OF 447.40 FEET TO A FOUND IRON ROD ON THE SOUTH RIGHT-OF-WAY MARGIN OF COUNTY ROAD NO. 42 AND THE POINT OF BEGINNING; THENCE CONTINUE IN A SOUTHERLY DIRECTION FOR A DISTANCE OF

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59.72 FEET TO AN IRON ROD; THENCE TURN AN INTERIOR ANGLE TO THE LEFT OF 180°07' AND RUN IN A SOUTHERLY DIRECTION FOR A DISTANCE OF 242.21 FEET TO AN IRON ROD; THENCE TURN AN INTERIOR ANGLE TO THE LEFT OF 89°58' AND RUN IN A WESTERLY DIRECTION FOR A DISTANCE OF 247.48 FEET TO AN IRON ROD; THENCE TURN AN INTERIOR ANGLE TO THE LEFT OF 89°51' AND RUN IN A NORTHERLY DIRECTION FOR A DISTANCE OF 203.36 FEET TO AN IRON ROD ON SAID SOUTH RIGHT-OF-WAY MARGIN; THENCE TURN AN INTERIOR ANGLE TO THE LEFT OF 99°05' AND RUN IN A NORTHEASTERLY DIRECTION ALONG SAID SOUTH RIGHT-OF-WAY MARGIN FOR A CHORD DISTANCE OF 249.99 FEET TO THE POINT OF BEGINNING, FORMING AN INTERIOR CLOSURE ANGLE OF 80°59'. ALL LYING IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA.

PARCEL D

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN IRON ROD LOCATED AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA; THENCE RUN IN A SOUTHERLY DIRECTION ALONG THE EAST BOUNDARY OF SAID QUARTER-QUARTER FOR A DISTANCE OF 1036.28 FEET TO A POINT; THENCE, WITH A DEFLECTION ANGLE RIGHT OF 90°00', RUN IN A WESTERLY DIRECTION FOR A DISTANCE OF 310.05 FEET TO A FOUND IRON ROD LOCATED ON THE SOUTH RIGHT-OF-WAY MARGIN OF THE ABANDONED HEART OF DIXIE RAILROAD AND THE POINT OF BEGINNING; THENCE, WITH AN ANGLE LEFT OF 194°59', RUN IN A SOUTHWESTERLY DIRECTION ALONG SAID SOUTH RIGHT-OF-WAY MARGIN FOR A DISTANCE OF 130.16 FEET TO A FOUND IRON ROD LOCATED ON THE EAST RIGHT-OF-WAY MARGIN OF FOURTH STREET; THENCE, WITH AN INTERIOR ANGLE RIGHT OF 105°19', RUN IN A SOUTHERLY DIRECTION ALONG SAID EAST RIGHT-OF-WAY MARGIN OF FOURTH STREET FOR A DISTANCE OF 162.87 FEET TO A SET IRON ROD AT THE INTERSECTION OF SAID EAST RIGHT-OF-WAY MARGIN OF FOURTH STREET WITH THE NORTH RIGHT-OF-WAY MARGIN OF SIXTH AVENUE; THENCE, WITH AN INTERIOR ANGLE RIGHT OF 89°43', RUN IN AN EASTERLY DIRECTION ALONG SAID NORTH RIGHT-OF-WAY MARGIN OF SIXTH AVENUE FOR A DISTANCE OF 85.27 FEET TO A FOUND IRON ROD; THENCE LEAVING SAID NORTH RIGHT-OF-WAY MARGIN OF SIXTH AVENUE, WITH AN INTERIOR ANGLE RIGHT OF 101°51', RUN IN A NORTHERLY DIRECTION FOR A DISTANCE OF 200.89 FEET TO THE POINT OF BEGINNING, FORMING AN INTERIOR CLOSURE ANGLE OF 63°07', ALL LYING IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA.

PARCEL E

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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COMMENCE AT AN IRON ROD LOCATED AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA; THENCE RUN IN A SOUTHERLY DIRECTION ALONG THE EAST BOUNDARY OF SAID QUARTER-QUARTER FOR A DISTANCE OF 1232.66 FEET TO A POINT; THENCE, WITH A DEFLECTION ANGLE RIGHT OF 90°00', RUN IN A WESTERLY DIRECTION FOR A DISTANCE OF 505.97 FEET TO A FOUND IRON ROD AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY MARGIN OF FOURTH STREET WITH THE NORTH RIGHT-OF-WAY MARGIN OF SIXTH AVENUE AND THE POINT OF BEGINNING; THENCE, WITH AN ANGLE RIGHT OF 185°03', RUN IN A WESTERLY DIRECTION ALONG THE NORTH RIGHT-OF-WAY MARGIN OF SIXTH AVENUE FOR A DISTANCE OF 527.36 FEET TO A SET IRON ROD LOCATED AT THE INTERSECTION OF SAID NORTH RIGHT-OF-WAY MARGIN OF SIXTH AVENUE WITH THE EAST RIGHT-OF-WAY MARGIN OF THIRD STREET; THENCE, WITH AN INTERIOR ANGLE LEFT OF 95°02', RUN IN A NORTHERLY DIRECTION ALONG THE EAST RIGHT-OF-WAY MARGIN OF THIRD STREET FOR A DISTANCE OF 118.25 FEET TO A FOUND IRON ROD ON THE SOUTH RIGHT-OF-WAY MARGIN OF THE ABANDONED HEART OF DIXIE RAILROAD; THENCE, WITH AN INTERIOR ANGLE LEFT OF 89°50', RUN IN AN EASTERLY DIRECTION ALONG SAID SOUTH RIGHT-OF-WAY MARGIN FOR A DISTANCE OF 124.28 FEET TO A FOUND IRON ROD; THENCE WITH AN INTERIOR ANGLE LEFT OF 185°57', RUN IN A NORTHEASTERLY DIRECTION ALONG SAID SOUTH RIGHT-OF-WAY MARGIN FOR A CHORD DISTANCE OF 404.17 FEET TO A FOUND IRON ROD AT THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY MARGIN WITH THE WEST RIGHT-OF-WAY MARGIN OF FOURTH STREET; THENCE, WITH AN INTERIOR ANGLE LEFT OF 83°55', RUN IN A SOUTHERLY DIRECTION FOR A DISTANCE OF 204.83 FEET TO THE POINT OF BEGINNING, FORMING AN INTERIOR CLOSURE ANGLE OF 85°16', ALL LYING IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA.

PARCEL F

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN IRON ROD LOCATED AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA; THENCE RUN IN A SOUTHERLY DIRECTION ALONG THE EAST BOUNDARY OF SAID QUARTER-QUARTER FOR A DISTANCE OF 1232.66 FEET TO A POINT; THENCE, WITH A DEFLECTION ANGLE RIGHT OF 90°00', RUN IN A WESTERLY DIRECTION FOR A DISTANCE OF 505.97 FEET TO A FOUND IRON ROD AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY MARGIN OF FOURTH STREET WITH THE NORTH RIGHT-OF-WAY MARGIN OF SIXTH AVENUE; THENCE, WITH AN ANGLE RIGHT OF 185°03', RUN IN A WESTERLY DIRECTION ALONG THE NORTH RIGHT-OF-WAY MARGIN AND THE PROLONGATION OF SIXTH AVENUE FOR A DISTANCE OF 597.56 FEET TO A FOUND IRON ROD LOCATED AT THE INTERSECTION OF SAID NORTH RIGHT-OF-WAY MARGIN OF SIXTH AVENUE WITH THE WEST RIGHT-OF-WAY MARGIN OF THIRD STREET AND THE POINT OF BEGINNING; THENCE CONTINUE IN A WESTERLY DIRECTION ALONG SAID NORTH RIGHT-OF-WAY MARGIN OF SIXTH AVENUE FOR A DISTANCE OF 588.64 FEET TO A FOUND IRON ROD AT THE

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INTERSECTION OF SAID NORTH RIGHT-OF-WAY MARGIN OF SIXTH AVENUE WITH THE EAST RIGHT-OF-WAY MARGIN OF FIRST STREET; THENCE, WITH AN INTERIOR ANGLE LEFT OF 134°24', RUN IN A NORTHERLY DIRECTION ALONG SAID EAST RIGHT-OF-WAY MARGIN OF FIRST STREET FOR A DISTANCE OF 80.96 FEET TO A SET IRON ROD ON THE SOUTH RIGHT-OF-WAY MARGIN OF THE ABANDONED HEART OF DIXIE RAILROAD; THENCE, WITH AN INTERIOR ANGLE RIGHT OF 50°28', RUN IN AN EASTERLY DIRECTION ALONG THE SOUTH RIGHT-OF-WAY MARGIN OF SAID RAILROAD FOR A DISTANCE OF 638.40 FEET TO A FOUND IRON ROD AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY MARGIN OF SAID RAILROAD WITH THE WEST RIGHT-OF-WAY MARGIN OF THIRD STREET; THENCE, WITH AN INTERIOR ANGLE LEFT OF 89°49', RUN IN A SOUTHERLY DIRECTION ALONG SAID WEST RIGHT-OF-WAY MARGIN OF THIRD STREET FOR A DISTANCE OF 112.39 FEET TO THE POINT OF BEGINNING, FORMING AN INTERIOR CLOSURE ANGLE OF 85°18', ALL LYING IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA.

PARCEL G

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN IRON ROD LOCATED AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA; THENCE RUN IN A WESTERLY DIRECTION ALONG THE NORTH BOUNDARY OF SAID QUARTER-QUARTER FOR A DISTANCE OF 1293.37 FEET TO A POINT; THENCE, WITH AN ANGLE RIGHT OF 89°42', RUN IN A SOUTHERLY DIRECTION FOR A DISTANCE OF 507.12 FEET TO A FOUND IRON ROD AND THE POINT OF BEGINNING; THENCE CONTINUE IN A SOUTHERLY DIRECTION FOR A DISTANCE OF 182.50 FEET TO A SET IRON ROD; THENCE, WITH AN INTERIOR ANGLE RIGHT OF 90°15', RUN IN AN EASTERLY DIRECTION FOR A DISTANCE OF 498.54 FEET TO A FOUND IRON ROD; THENCE, WITH AN INTERIOR ANGLE RIGHT OF 88°32', RUN IN A NORTHERLY DIRECTION FOR A DISTANCE OF 26.37 FEET TO A FOUND IRON ROD; THENCE, WITH AN INTERIOR ANGLE RIGHT OF 270°51', RUN IN AN EASTERLY DIRECTION FOR A DISTANCE OF 200.01 FEET TO A FOUND IRON ROD; THENCE, WITH AN INTERIOR ANGLE RIGHT OF 33°59', RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 201.34 FEET TO A SET IRON ROD; THENCE, WITH AN INTERIOR ANGLE RIGHT OF 151°42', RUN IN A WESTERLY DIRECTION FOR A DISTANCE OF 227.76 FEET TO A SET IRON ROD; THENCE, WITH AN INTERIOR ANGLE RIGHT OF 179°18', RUN IN A WESTERLY DIRECTION FOR A DISTANCE OF 304.52 FEET TO THE POINT OF BEGINNING, FORMING AN INTERIOR CLOSURE ANGLE OF 85°23', ALL LYING IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA.

PARCEL H

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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COMMENCE AT AN IRON ROD LOCATED AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA; THENCE RUN IN A WESTERLY DIRECTION ALONG THE NORTH BOUNDARY OF SAID QUARTER-QUARTER FOR A DISTANCE OF 1293.37 FEET TO A POINT; THENCE, WITH AN ANGLE RIGHT OF 89°42', RUN IN A SOUTHERLY DIRECTION FOR A DISTANCE OF 507.12 FEET TO A FOUND IRON ROD; THENCE, WITH AN ANGLE RIGHT OF 94°30', RUN IN AN EASTERLY DIRECTION FOR A DISTANCE OF 304.52 FEET TO A SET IRON ROD; THENCE, WITH AN ANGLE RIGHT OF 180°42', RUN IN AN EASTERLY DIRECTION FOR A DISTANCE OF 227.76 FEET TO A SET IRON ROD; THENCE, WITH AN ANGLE LEFT OF 151°42', RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 201.34 FEET TO A FOUND IRON ROD AND THE POINT OF BEGINNING; THENCE, WITH AN ANGLE LEFT OF 33°59', RUN IN A WESTERLY DIRECTION FOR A DISTANCE OF 200.01 FEET TO A FOUND IRON ROD; THENCE, WITH AN INTERIOR ANGLE RIGHT OF 89°09', RUN IN A SOUTHERLY DIRECTION FOR A DISTANCE OF 26.37 FEET TO A FOUND IRON ROD; THENCE, WITH AN INTERIOR ANGLE RIGHT OF 179°11' , RUN IN A SOUTHERLY DIRECTION FOR A DISTANCE OF 173.06 FEET TO A SET IRON ROD; THENCE, WITH AN INTERIOR ANGLE RIGHT OF 91°50', RUN IN AN EASTERLY DIRECTION FOR A DISTANCE OF 199.79 FEET TO A FOUND IRON ROD; THENCE, WITH AN INTERIOR ANGLE RIGHT OF 88°20', RUN IN A NORTHERLY DIRECTION FOR A DISTANCE OF 200.03 FEET TO THE POINT OF BEGINNING, FORMING AN INTERIOR CLOSURE ANGLE OF 91°30', ALL LYING IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA.

PARCEL I

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 1 WEST, AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 22 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN IRON ROD LOCATED AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA; THENCE RUN IN A WESTERLY DIRECTION ALONG THE NORTH BOUNDARY OF SAID QUARTER-QUARTER FOR A DISTANCE OF 1293.37 FEET TO A POINT; THENCE LEAVING SAID NORTH BOUNDARY, WITH AN ANGLE LEFT OF 89°42', RUN IN A SOUTHERLY DIRECTION FOR A DISTANCE OF 507.12 FEET TO A FOUND IRON ROD; THENCE, WITH AN ANGLE LEFT OF 94°30', RUN IN AN EASTERLY DIRECTION FOR A DISTANCE OF 304.52 FEET TO A SET IRON ROD; THENCE, WITH AN ANGLE RIGHT OF 179°18', RUN IN AN EASTERLY DIRECTION FOR A DISTANCE OF 227.76 FEET TO A SET IRON ROD AND THE POINT OF BEGINNING; THENCE CONTINUE IN AN EASTERLY DIRECTION FOR A DISTANCE OF 534.92 FEET TO A SET IRON ROD; THENCE, WITH AN INTERIOR ANGLE LEFT OF 168°13', RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 263.84 FEET TO A SET IRON ROD; THENCE, WITH AN INTERIOR ANGLE LEFT OF 156°10', RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 101.34 FEET TO A SET IRON ROD ON THE NORTH RIGHT-OF-WAY MARGIN OF THE ABANDONED HEART OF DIXIE RAILROAD; THENCE, WITH AN INTERIOR ANGLE LEFT OF 76°10', RUN IN A SOUTHWESTERLY DIRECTION

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ALONG THE NORTH RIGHT-OF-WAY MARGIN OF SAID RAILROAD FOR A DISTANCE OF 126.21 FEET TO A SET IRON ROD; THENCE, WITH AN INTERIOR ANGLE LEFT OF 159°36', RUN IN A SOUTHWESTERLY DIRECTION FOR 248.60 FEET TO A SET IRON ROD AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY MARGIN OF SAID RAILROAD WITH THE NORTH RIGHT-OF-WAY MARGIN OF FIFTH AVENUE; THENCE, WITH AN INTERIOR ANGLE LEFT OF 162°05', RUN IN A WESTERLY DIRECTION ALONG THE NORTH RIGHT-OF-WAY MARGIN OF FIFTH AVENUE FOR A DISTANCE OF 344.33 FEET TO A FOUND IRON ROD; THENCE LEAVING SAID RIGHT-OF-WAY MARGIN, WITH AN INTERIOR ANGLE LEFT OF 94°56', RUN IN A NORTHERLY DIRECTION FOR A DISTANCE OF 200.03 FEET TO A FOUND IRON ROD; THENCE, WITH AN INTERIOR ANGLE LEFT OF 234°32', RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 201.34 FEET TO THE POINT OF BEGINNING, FORMING AN INTERIOR CLOSURE ANGLE OF 28°18', ALL LYING IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 1 WEST, AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 22 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA.

PARCEL J

A PARCEL OF LAND LYING IN PARTS OF THE SOUTH HALF OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 1 WEST, AND THE WEST HALF OF SECTION 18, TOWNSHIP 22 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN IRON ROD LOCATED AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA; THENCE RUN IN A SOUTHERLY DIRECTION ALONG THE EAST BOUNDARY OF SAID QUARTER-QUARTER FOR A DISTANCE OF 100.01 FEET TO A SET IRON ROD ON THE SOUTH RIGHT-OF-WAY MARGIN OF COUNTY ROAD NO. 42 AND THE POINT OF BEGINNING; THENCE, WITH A DEFLECTION ANGLE RIGHT OF 72°45', RUN IN A WESTERLY DIRECTION ALONG SAID RIGHT-OF-WAY MARGIN FOR A DISTANCE OF 640.25 FEET TO A SET IRON ROD; THENCE, WITH AN INTERIOR ANGLE RIGHT OF 184°06', CONTINUE IN A SOUTHWESTERLY DIRECTION ALONG SAID RIGHT-OF-WAY FOR A DISTANCE OF 697.95 FEET TO A FOUND IRON ROD; THENCE LEAVING SAID RIGHT-OF-WAY MARGIN, WITH AN INTERIOR ANGLE RIGHT OF 102°48', RUN IN A SOUTHERLY DIRECTION FOR A DISTANCE OF 59.72 FEET TO A FOUND IRON ROD; THENCE, WITH AN INTERIOR ANGLE RIGHT OF 94°30', RUN IN AN EASTERLY DIRECTION FOR A DISTANCE OF 304.52 FEET TO A SET IRON ROD; THENCE, WITH AN INTERIOR ANGLE RIGHT OF 180°42', CONTINUE IN AN EASTERLY DIRECTION FOR A DISTANCE OF 762.68 FEET TO A SET IRON ROD; THENCE, WITH AN INTERIOR ANGLE RIGHT OF 191°47', RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 263.84 FEET TO A SET IRON ROD; THENCE, WITH AN INTERIOR ANGLE RIGHT OF 203°50', RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 101.34 FEET TO A SET IRON ROD ON THE NORTH RIGHT-OF-WAY MARGIN OF THE ABANDONED HEART OF DIXIE RAILROAD; THENCE, WITH AN INTERIOR ANGLE RIGHT OF 103°50', RUN IN A NORTHEASTERLY DIRECTION ALONG SAID RIGHT-OF-WAY MARGIN FOR A CHORD DISTANCE OF 1586.12 FEET TO A SET IRON ROD AT THE INTERSECTION OF SAID RIGHT-OF-WAY MARGIN WITH THE WEST RIGHT-OF-WAY MARGIN OF COUNTY

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ROAD NO. 47; THENCE, WITH AN INTERIOR ANGLE RIGHT OF 125°38', RUN IN A NORTHERLY DIRECTION ALONG SAID WEST RIGHT-OF-WAY MARGIN FOR A DISTANCE OF 92.40 FEET TO A SET IRON ROD; THENCE LEAVING SAID WEST RIGHT-OF-WAY MARGIN, WITH AN INTERIOR ANGLE RIGHT OF 53°37', RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 74.24 FEET TO A FOUND IRON ROD; THENCE, WITH AN INTERIOR ANGLE RIGHT OF 180°43', CONTINUE IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 493.60 FEET TO A FOUND IRON ROD; THENCE, WITH AN INTERIOR ANGLE RIGHT OF 305°46', RUN IN A NORTHERLY DIRECTION FOR A DISTANCE OF 239.61 FEET TO A FOUND IRON ROD AT THE SOUTH RIGHT-OF-WAY MARGIN OF COUNTY ROAD NO. 42; THENCE, WITH AN INTERIOR ANGLE RIGHT OF 72°43', RUN IN A SOUTHWESTERLY DIRECTION ALONG SAID SOUTH RIGHT-OF-WAY MARGIN FOR A DISTANCE OF 974.42 FEET TO THE POINT OF BEGINNING, FORMING AN INTERIOR CLOSURE ANGLE OF 180°00', ALL LYING IN PARTS OF THE SOUTH HALF OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 1 WEST, AND THE WEST HALF OF SECTION 18, TOWNSHIP 22 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA.

LESS AND EXCEPT
A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 22 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 18; THENCE GO SOUTH 3 DEGREES 30 MINUTES EAST ALONG THE EAST BOUNDARY OF SAID QUARTER QUARTER SECTION A DISTANCE OF 1049.76 FEET TO THE SOUTH RIGHT-OF-WAY OF SHELBY COUNTY HIGHWAY #42 BEING THE POINT OF BEGINNING OF THE LOT HEREIN DESCRIBED; THENCE CONTINUE SOUTHERLY ALONG THE EAST BOUNDARY OF SAID QUARTER QUARTER SECTION A DISTANCE OF 140.99 FEET; THENCE TURN AN ANGLE 127 DEGREES 21 MINUTES TO THE LEFT AND GO A DISTANCE OF 99.50 FEET TO THE WEST RIGHT-OF-WAY OF SHELBY COUNTY HIGHWAY #47; THENCE TURN AN ANGLE OF 52 DEGREES 30 MINUTES TO THE LEFT AND GO ALONG THE SAID RIGHT-OF-WAY OF HWY 47 A DISTANCE OF 41.85 FEET TO THE INTERSECTION WITH THE SOUTH RIGHT-OF-WAY OF HWY 42; THENCE TURN AN ANGLE OF 53 DEGREES 40 MINUTES 28 SECONDS TO THE LEFT AND GO ALONG THE SAID RIGHT-OF-WAY OF HWY 42 A DISTANCE OF 75.00 FEET; THENCE RUN AN ANGLE OF 53 DEGREES 40 MINUTES 28 SECONDS TO THE LEFT AND GO ALONG THE SAID RIGHT-OF-WAY OF HWY 42 A DISTANCE OF 19.74 FEET TO THE POINT OF BEGINNING.

PARCEL K
LESS AND EXCEPT THE FOLLOWING PROPERTY

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 22 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN IRON ROD AND THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 22 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA; THENCE RUN IN AN EASTERLY DIRECTION ALONG THE NORTH BOUNDARY OF SAID QUARTER-QUARTER FOR A DISTANCE OF 259.96 FEET; THENCE, WITH A DEFLECTION RIGHT OF 90°00', RUN IN A SOUTHERLY DIRECTION FOR A DISTANCE OF 404.67 FEET TO THE POINT OF BEGINNING; THENCE,

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WITH AN ANGLE RIGHT OF 178°50', RUN IN A SOUTHERLY DIRECTION ALONG A CURVE TO THE LEFT FOR A CHORD DISTANCE OF 219.38 FEET; THENCE , WITH AN INTERIOR ANGLE RIGHT OF 52°09', RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 284.96 FEET; THENCE, WITH AN INTERIOR ANGLE RIGHT OF 49°03', RUN IN A NORTHWESTERLY DIRECTION ALONG A CURVE TO THE RIGHT FOR A CHORD DISTANCE OF 229.39 FEET TO THE POINT OF BEGINNING, FORMING AN INTERIOR CLOSURE ANGLE OF 78°48', SAID PARCEL LYING IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 22 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA.

PARCEL L

A RIGHT-OF-WAY CONVEYANCE LYING IN THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN IRON ROD AND THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA; THENCE RUN IN A SOUTHERLY DIRECTION ALONG THE EAST BOUNDARY OF SAID SECTION 13 FOR A DISTANCE OF 809.81 FEET TO AN IRON ROD AND THE POINT OF BEGINNING, SAID ROD BEING AT THE INTERSECTION OF SAID EAST BOUNDARY WITH THE NORTH RIGHT-OF-WAY MARGIN OF THE ABANDONED HEART OF DIXIE RAILROAD; THENCE RUN IN A SOUTHWESTERLY DIRECTION ALONG SAID NORTH RIGHT-OF-WAY MARGIN AS FOLLOWS: WITH A DEFLECTION ANGLE RIGHT OF 74°46', RUN FOR A DISTANCE OF 248.60 FEET TO AN IRON ROD; THENCE, WITH AN INTERIOR ANGLE RIGHT OF 168°59', RUN FOR A DISTANCE OF 143.59 FEET TO AN IRON ROD; THENCE, WITH AN INTERIOR ANGLE RIGHT OF 197°49', RUN FOR A CHORD DISTANCE OF 544.00 FEET; THENCE, WITH AN INTERIOR ANGLE RIGHT OF 188°37', RUN FOR A DISTANCE OF 865.62 FEET TO THE INTERSECTION OF SAID NORTH RIGHT-OF-WAY MARGIN WITH THE EAST RIGHT-OF-WAY MARGIN OF FIRST STREET (80 FOOT RIGHT-OF-WAY); THENCE, WITH AN INTERIOR ANGLE RIGHT OF 56°04', RUN IN A SOUTHERLY DIRECTION ALONG SAID EAST RIGHT-OF-WAY MARGIN FOR A DISTANCE OF 60.26 FEET TO AN IRON ROD AT THE INTERSECTION OF SAID EAST RIGHT-OF-WAY MARGIN WITH THE SOUTH RIGHT-OF-WAY MARGIN OF THE ABANDONED HEART OF DIXIE RAILROAD; THENCE RUN IN AN EASTERLY DIRECTION ALONG SAID SOUTH RIGHT-OF-WAY MARGIN AS FOLLOWS: WITH AN INTERIOR ANGLE RIGHT OF 123°56' , RUN FOR A DISTANCE OF 831.94 FEET TO AN IRON ROD; THENCE, WITH AN INTERIOR ANGLE RIGHT OF 174°03', RUN FOR A CHORD DISTANCE OF 404.17 FEET TO AN IRON ROD; THENCE, WITH AN INTERIOR ANGLE RIGHT OF 217°08', RUN FOR A DISTANCE OF 41.94 FEET; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY MARGIN, WITH AN INTERIOR ANGLE RIGHT OF 125°34', RUIN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 287.69 FEET; THENCE, WITH AN INTERIOR ANGLE RIGHT OF 173°43', RUN IN A NORTHWESTERLY DIRECTION FOR A CHORD DISTANCE OF 203.65 FEET; THENCE, WITH AN INTERIOR ANGLE RIGHT OF 173°43', RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 33.07 FEET TO A POINT ON THE EAST BOUNDARY OF SAID SECTION 13; THENCE, WITH AN INTERIOR ANGLE RIGHT OF 125°38', RUN IN A NORTHERLY DIRECTION ALONG SAID EAST BOUNDARY FOR A DISTANCE OF 8.00 FEET

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TO THE POINT OF BEGINNING, FORMING AN INTERIOR CLOSURE ANGLE OF 74°46', ALL LYING IN THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA,

PARCEL M
LESS AND EXCEPT THE FOLLOWING PROPERTY

A 50 FOOT RAILROAD EASEMENT BEING 25 FEET EACH SIDE OF THE CENTERLINE, SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN IRON ROD AND THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 22 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA; THENCE RUN IN A SOUTHERLY DIRECTION ALONG THE WEST BOUNDARY OF SAID QUARTER-QUARTER FOR A DISTANCE OF 100.12 FEET TO AN IRON ROD AT THE INTERSECTION OF THE WEST BOUNDARY OF SAID QUARTER-QUARTER WITH THE SOUTH RIGHT-OF-WAY MARGIN OF SHELBY COUNTY ROAD NO. 42; THENCE, WITH A DEFLECTION ANGLE LEFT OF 107°12', RUN IN A NORTHEASTERLY DIRECTION ALONG SAID SOUTH RIGHT-OF-WAY MARGIN FOR A DISTANCE OF 35.01 FEET; THENCE, WITH A DEFLECTION ANGLE RIGHT OF 73°39', RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 214.88 FEET TO THE POINT OF BEGINNING; THENCE, WITH AN INTERIOR ANGLE RIGHT OF 173°25', RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 67.33 FEET; THENCE, WITH AN INTERIOR ANGLE RIGHT OF 140°46', RUN IN AN EASTERLY DIRECTION ALONG A CURVE TO THE LEFT FOR A CHORD DISTANCE OF 404.25 FEET, SAID CURVE HAVING A RADIUS OF 319.62 FEET, AND A DELTA ANGLE OF 78°27'15"; THENCE, WITH AN ANGLE RIGHT OF 140°46', RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 65.82 FEET TO THE POINT OF ENDING, SAID EASEMENT 2 LYING IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 22 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA.

ABOVE DESCRIBED RAILROAD EASEMENT IS SUBJECT TO ANY AND ALL STREET RIGHTS-OF-WAY IN SHELBY COUNTY.

PARCEL N
LESS AND EXCEPT THE FOLLOWING PROPERTY

A 50 FOOT RAILROAD EASEMENT BEING 25 FEET EACH SIDE OF THE CENTERLINE, SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN IRON ROD AND THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 22 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA; THENCE RUN IN A SOUTHERLY DIRECTION ALONG THE WEST BOUNDARY OF SAID QUARTER-QUARTER FOR A DISTANCE OF 100.12 FEET TO AN IRON ROD AT THE INTERSECTION OF THE WEST BOUNDARY OF SAID QUARTER-QUARTER WITH THE SOUTH RIGHT-OF-WAY MARGIN OF SHELBY COUNTY ROAD NO. 42; THENCE, WITH A DEFLECTION ANGLE LEFT OF 107°12', RUN IN A NORTHEASTERLY DIRECTION ALONG SAID SOUTH RIGHT-OF-WAY MARGIN FOR A DISTANCE OF 35.01 FEET TO THE POINT OF BEGINNING; THENCE, WITH A DEFLECTION

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SHELBY COUNTY, ALABAMA

ANGLE RIGHT OF 73°39', RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 283.82 FEET; THENCE, WITH AN ANGLE LEFT OF 139°37', RUN IN A SOUTHWESTERLY DIRECTION ALONG A CURVE TO THE RIGHT FOR A CHORD DISTANCE OF 341.97 FEET, SAID CURVE HAVING A RADIUS OF 294.62 FEET, AND A DELTA ANGLE OF 80°45'11"; THENCE, WITH AN ANGLE LEFT OF 139°37', RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 65.00 FEET; THENCE, WITH AN ANGLE LEFT OF 172°51', RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 130.00 FEET; THENCE, WITH AN ANGLE LEFT OF 173°43', RUN IN A SOUTHWESTERLY DIRECTION ALONG A CURVE TO THE RIGHT FOR A CHORD DISTANCE OF 209.13 FEET, SAID CURVE HAVING A RADIUS OF 930.37 FEET, AND A DELTA ANGLE OF 27°38'31"; THENCE, WITH AN ANGLE LEFT OF 173°43', RUN IN A S0UTHWESTERLY DIRECTION FOR A DISTANCE OF 325.10 FEET; THENCE, WITH AN ANGLE LEFT OF 166°11', RUN IN A SOUTHWESTERLY DIRECTION ALONG A CURVE TO THE RIGHT FOR A DISTANCE OF 456.46 FEET, SAID CURVE HAVING A RADIUS OF 930.37 FEET, AND A DELTA ANGLE OF 27°38'31"; THENCE, WITH AN ANGLE LEFT OF 166°11', RUN IN A WESTERLY DIRECTION FOR A DISTANCE OF 538.72 FEET; THENCE, WITH AN ANGLE LEFT OF 174°29', RUN IN A NORTHWESTERLY DIRECTION ALONG A CURVE TO THE RIGHT FOR A CHORD DISTANCE OF 183.86 FEET, SAID CURVE HAVING A RADIUS OF 930.37 FEET, AND A DELTA ANGLE OF 11°02'38"; THENCE, WITH AN ANGLE LEFT OF 174°29', RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 38.51 FEET; THENCE, WITH AN ANGLE LEFT OF 187°11', RUN IN A NORTHWESTERLY DIRECTION ALONG A CURVE TO THE LEFT FOR A CHORD DISTANCE OF 240.30 FEET TO THE POINT OF ENDING, SAID CURVE HAVING A RADIUS OF 982.74 FEET, AND HAVING A DELTA ANGLE OF 14°24'48", SAID EASEMENT LYING IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 22 SOUTH, RANGE 1 EAST, AND IN THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA.

ABOVE DESCRIBED RAILROAD EASEMENT IS SUBJECT TO ANY AND ALL STREET RIGHTS-OF-WAY IN SHELBY COUNTY.

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Schedule B

[Intentionally Omitted]

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Schedule C

Leases

None

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