

RECORDATION REQUESTED BY:

Wells Fargo Bank, National Association
Birmingham Business Banking
420 20th St N
Birmingham, AL 35203

WHEN RECORDED MAIL TO:

Wells Fargo Bank, National Association
BBSG - Winston-Salem Loan Ops LDI
P.O. Box 2705
Winston-Salem, NC 27199-8182



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CONSTRUCTION MORTGAGE

THIS IS A FUTURE ADVANCE MORTGAGE

THIS MORTGAGE dated June 27, 2014, is made and executed between GREYSTONE GOLF CLUB, INC., whose address is 4100 GREYSTONE DR, BIRMINGHAM, AL 35242 (referred to below as "Grantor") and Wells Fargo Bank, National Association, whose address is 420 20th St N, Birmingham, AL 35203 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, grants, bargains, sells and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, **(the "Real Property") located in Shelby County, State of Alabama:**

See Exhibit A attached hereto and made a part hereof.

FUTURE ADVANCES. The following provision applies if the Real Property has been given to secure the payment and performance of all future advances and other obligations to the same extent as if such future advances are made on the date of the execution of this Mortgage plus all interest, costs, fees and expenses due hereunder.

The Real Property or its address is commonly known as 4100 GREYSTONE DR, BIRMINGHAM, AL 35242. The Real Property tax identification number is 03 5 15 4 003 024.000

03 5 21 0 000 003.000
03 5 22 0 000 005.005
03 5 22 1 001 001.001
03 5 22 1 001 002.005
03 5 22 1 002 006.000
03 5 22 1 002 007.000
03 5 22 3 001 004.003
03 6 14 3 001 003.000
03 6 23 2 001 001.018
03 6 23 2 001 001.019
03 8 27 0 002 017.000
03 8 28 0 001 006.002
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CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due,

MORTGAGE (Continued)

direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

THE REAL PROPERTY DESCRIBED ABOVE DOES NOT CONSTITUTE THE HOMESTEAD OF THE GRANTOR.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS ALSO GIVEN TO SECURE ANY AND ALL OF GRANTOR'S OBLIGATIONS UNDER THAT CERTAIN CONSTRUCTION LOAN AGREEMENT BETWEEN GRANTOR AND LENDER OF EVEN DATE HERewith. ANY EVENT OF DEFAULT UNDER THE CONSTRUCTION LOAN AGREEMENT, OR ANY OF THE RELATED DOCUMENTS REFERRED TO THEREIN, SHALL ALSO BE AN EVENT OF DEFAULT UNDER THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

CONSTRUCTION MORTGAGE. This Mortgage is a "construction mortgage" for the purposes of Sections 9-334 and 2A-309 of the Uniform Commercial Code, as those sections have been adopted by the State of Alabama.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial



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or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Alabama law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note, or the maximum rate permitted by law, whichever is less, from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to

which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor.



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Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness, including without limitation all advances secured by this Mortgage, when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Mortgage or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.



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Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Nonjudicial Sale. Lender shall be authorized to take possession of the Property and, with or without taking such possession, after giving notice of the time, place and terms of sale, together with a description of the Property to be sold, by publication once a week for three (3) successive weeks in some newspaper published in the county or counties in which the Real Property to be sold is located, to sell the Property (or such part or parts thereof as Lender may from time to time elect to sell) in front of the front or main door of the courthouse of the county in which the Property to be sold, or a substantial and material part thereof, is located, at public outcry, to the highest bidder for cash. If there is Real Property to be sold under this Mortgage in more than one county, publication shall be made in all counties where the Real Property to be sold is located. If no newspaper is published in any county in which any Real Property to be sold is located, the notice shall be published in a newspaper published in an adjoining county for three (3) successive weeks. The sale shall be held between the hours of 11:00 a.m. and 4:00 p.m. on the day designated for the exercise of the power of sale under this Mortgage. Lender may bid at any sale had under the terms of this Mortgage and may purchase the Property if the highest bidder therefore. Grantor hereby waives any and all rights to have the Property marshalled. In exercising Lender's rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

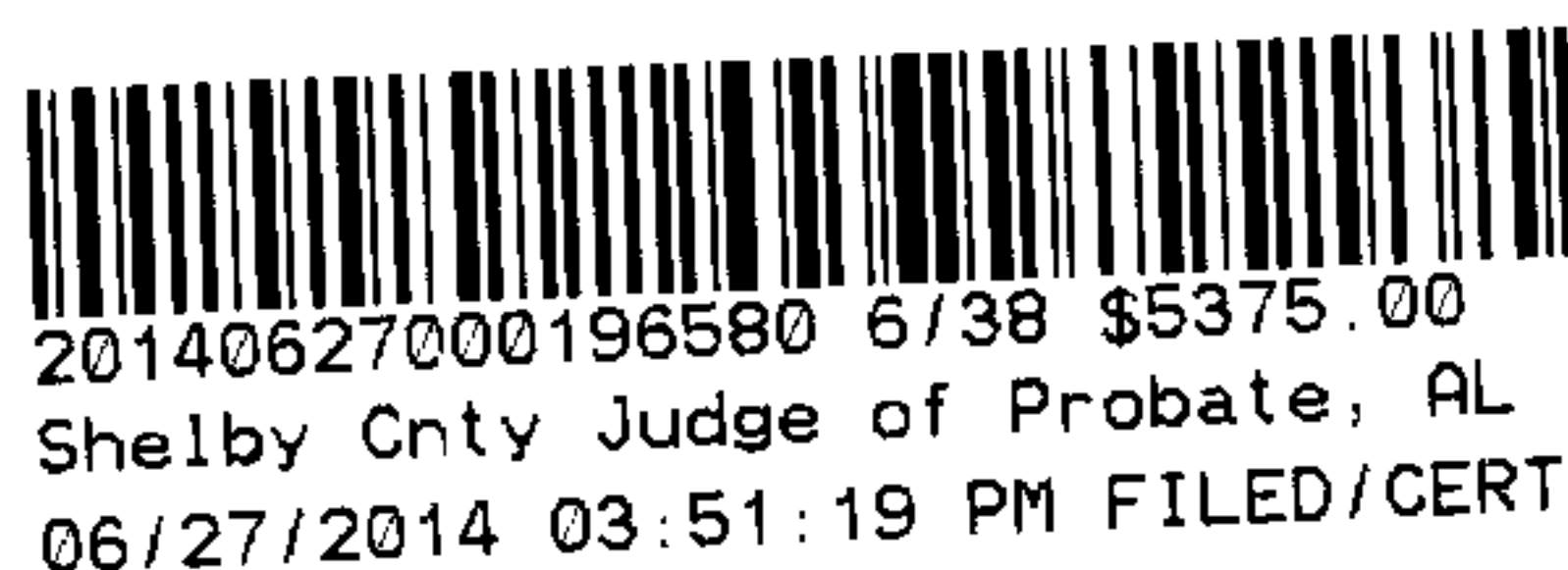
Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

CONSENT TO SELL LOAN. The parties hereto agree: (a) Lender may sell or transfer all or part of this loan to one or more purchasers, whether related or unrelated to Lender, without notice and without the consent of the parties; (b) Lender may provide to any purchaser, or potential purchaser, any information or knowledge Lender may have about the parties or about any other matter relating to this loan obligation, without notice, and the parties waive any rights to privacy it may have with respect to such matters; (c) the purchaser of a loan will be considered its absolute owner and will have all the rights granted under the loan documents or agreements governing the sale of the loan; (d) the purchaser of a loan may enforce its interests irrespective of any claims or defenses that the parties may have against Lender; and (e) to waive all notices of sale of the loan, as well as all notices of any repurchase, and all rights of offset or counterclaim that the parties have now or later against Lender or against any purchaser of the loan.

FACSIMILE AND COUNTERPART. This document may be signed in any number of separate copies, each of which shall be effective as an original, but all of which taken together shall constitute a single document. An electronic transmission or other facsimile of this document or any related document shall be deemed an original and shall be admissible as evidence of the document and the signer's execution.

COMMUNITY AND OTHER PROPERTY. In addition to the rights of Lender under any applicable community property laws, Borrower, Guarantor or Grantor who is a Married Person and who has an interest in marital or community property under applicable law acknowledges and agrees that his/her obligation as a Borrower, Guarantor or Grantor is incurred in the interest of and to benefit the marital community (or domestic partnership, if applicable), and expressly agrees that recourse may be had against his or her separate property and his or her rights in community property and community assets for all of his or her obligations to Lender, in addition to any other property that may be subject to rights of



Lender. Borrower and Guarantor also agree not to, without Lender's prior written consent, enter into any community property agreement which alters the separate or community property character of any of such party's property. For the purpose of this provision, "Married Person" means a person in a spousal relationship and shall include parties to a duly registered and/or legally recognized same-sex civil union, domestic partnership, and other terms, whether or not gender-specific in a spousal relationship, that denote spousal relationship, as those terms are used throughout the laws, codes and regulations of states and/or jurisdictions that recognize legally married same-sex couples, civil unions and/or domestic partnerships, and any references herein to a married person or marital status shall be deemed to also include the applicable corresponding term, or other reference relating to a party to a civil union or domestic partnership. To the extent this provision may conflict with another provision of this Guaranty that other provision shall control.

EXECUTION OF DOCUMENTS, CONSULTATION WITH COUNSEL. Each party hereto acknowledges and agrees that he/she/it has had an opportunity to review and consider the terms and provisions of this agreement and each related loan document, to consult with counsel of his/her/its choice, if desired, and to suggest changes to the structure and terms of the agreements. Each party hereto warrants and agrees that his/her/its execution of this agreement and any related loan documents is made voluntarily and with full knowledge of the significance and effect of such agreements.

DEFINITION OF INDEBTEDNESS. The definition of "Indebtedness" herein includes, without limitation, all liability of Borrower or other party having its obligations to Lender secured by this Mortgage, whether liquidated or unliquidated, defined, contingent, conditional or of any other nature whatsoever, and performance of all other obligations, arising under any swap, derivative, foreign exchange or hedge transaction or arrangement (or other similar transaction or arrangement howsoever described or defined) at any time entered into with Lender in connection with the Note.

ENCUMBRANCES. Grantor/Mortgagor/Trustor shall not, without Lender's consent, mortgage, assign, grant a lien upon or security interest in, or otherwise encumber the Property or any interest in the Property, or allow such a lien or security interest to exist or arise, whether voluntarily, involuntarily or by operation of law, except for liens and security interests in favor of Lender, or property taxes attributable to the Property which are not past due.

APPRAISALS, FEES AND EXPENSES. Grantor agrees that Lender may obtain appraisals and reappraisals and perform property evaluations and appraisal reviews of the Real Property when required by the regulations of the Federal Reserve Board or the Office of the Comptroller of the Currency, or any other regulatory agency, or at such other times as Lender may reasonably require. Appraisals shall be performed by an independent third party appraiser selected by Lender; property evaluations and appraisal reviews may be performed by third party appraisers or appraisers and staff of Lender. The fees, expenses and other cost of such appraisals, reappraisals, property evaluations and appraisal reviews shall be paid by Grantor. In addition, Grantor shall be responsible for payment of all fees and expenses of Lender and third parties relating to inspecting the Real Property, environmental review, title policies and endorsements (or title searches, abstracts of title or legal opinions of title where applicable), and monitoring the payment of property taxes, and any governmental taxes, fees and recording costs relating to this mortgage.

LEASES AND RENTS. Grantor/Trustor/Mortgagor presently assigns to Lender all of Grantor/Trustor/Mortgagor's right, title and interest in and to all present and future leases of the Property and all rents from the Property. **This Assignment of Rents is given to secure (A) Payment of the Indebtedness and (B) Performance of any and all obligations under the Note and Mortgage/Deed of Trust.** Grantor/Trustor/Mortgagor's present assignment to Lender hereunder is of all present and future leases includes all leases, licenses, rental agreements and other agreements of any kind relating to the use or occupancy of any of the Property, together with all guarantees of and security for any tenant's performance, and all extensions, renewals and modifications thereto (as used in this paragraph, each, a "Lease" and collectively, the "Leases"), together with any and all Rents from the Property. This assignment shall not impose upon Lender any duty to produce Rents, nor cause Lender to be a "mortgagee in possession," or responsible for performing any of the obligations of the lessor under any Lease. Lender confers upon Grantor/Trustor/Mortgagor a license to collect and retain the Rents as they come due, until the occurrence of any Event of Default, at which time the license shall be automatically revoked, and Lender, or its designated agent may, at its option and without notice, make, cancel, enforce or modify any Lease or Rents, collect Rents and do any acts which Lender deems proper to protect the security hereof or exercise any other right or remedy hereunder. Grantor/Trustor/Mortgagor represents and warrants that there exists no material default under present Leases and that those Leases are in full force and effect. Lender, at its option and without notice, may notify any tenant of this assignment of the Leases and Rents. Grantor/Trustor/Mortgagor agrees, at its expense, (i) to comply with and enforce all the terms and conditions under each Lease, and defend in any action in connection with any Lease; (ii) not to modify any Lease in any material respect, nor accept surrender under or terminate the term of any Lease, nor waive or release any tenant under any Lease; (iii) not to anticipate the Rents under any Lease; and (iv) to give prompt notice to Lender of any default by any tenant under any Lease, and of any notice of default on the part of Grantor/Trustor/Mortgagor under any Lease received from a tenant. Should Grantor/Trustor/Mortgagor fail to do any act required to be done by Grantor/Trustor/Mortgagor hereunder, then Lender, at its option and without notice, may make or do the same in such manner and to such extent as Lender deems necessary to protect the security hereof. Grantor/Trustor/Mortgagor agrees to pay to Lender immediately upon demand all sums expended under the authority hereof, including reasonable attorneys' fees, together with interest thereon at the highest rate per annum payable under any Indebtedness, and the same, at Lender's option, may be added to the Indebtedness and secured hereby.

ASSOCIATION OF UNIT OWNERS. The following provisions apply if the Real Property has been submitted to unit ownership law or similar law for the establishment of condominiums or cooperative ownership of the Real Property:

A. Power of Attorney. Grantor grants an irrevocable power of attorney to Lender to vote in Lender's discretion on any matter that may come before the association of unit owners. Lender shall have the right to exercise this power of attorney only after Grantor's default; however, Lender may decline to exercise this power as Lender sees fit.

B. Insurance. The insurance as required herein, may be carried by the association of unit owners on Grantor's behalf, and the proceeds of such insurance may be paid to the association of unit owners for the purpose of repairing or reconstructing the Property. If not so used by the association, such proceeds shall be paid to Lender.

C. Default. Grantor's failure to perform any of the obligations imposed on Grantor by the declaration submitting the Real Property to unit ownership, by the bylaws of the association of unit owners, or by any rules or regulations thereunder, shall be an event of default under this Mortgage. If Grantor's interest in the Real Property is a leasehold interest and such property has been submitted to unit ownership, any failure by Grantor to perform any of the obligations imposed on Grantor by the lease of the Real Property from its owner, any default under such lease which might result in termination of the lease as it pertains to the Real Property, or any failure of Grantor as a member of an association of unit owners to take any reasonable action within Grantor's power to prevent a default under such lease by the association of unit owners or by any member of the association shall be an Event of Default under this Mortgage.

FAILURE TO PROVIDE INSURANCE. Grantor/Trustor/Mortgagor ("Owner") acknowledges and agrees that if Owner fails to provide any required



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insurance on the terms set forth herein or in any Related Documents, or fails to continue such insurance in force in compliance with the requirements of this agreement or any Related Documents, Lender may purchase insurance at Owner's expense as provided therein. Such insurance may protect Lender's interests, and may otherwise protect none of, or less than all of, Owner's interests. The cost of any such insurance shall become a part of the Indebtedness and shall be payable on demand or added to the Note as provided herein, at Lender's option. OWNER ACKNOWLEDGES THAT IF LENDER SO PURCHASES ANY SUCH INSURANCE, THE INSURANCE MAY PROVIDE LIMITED PROTECTION AGAINST PHYSICAL DAMAGE TO THE COLLATERAL, UP TO THE BALANCE OF THE LOAN; HOWEVER, OWNER'S EQUITY IN THE COLLATERAL MAY NOT BE INSURED. IN ADDITION, THE INSURANCE MAY NOT PROVIDE ANY PUBLIC LIABILITY OR PROPERTY DAMAGE INDEMNIFICATION AND MAY NOT MEET THE REQUIREMENTS OF ANY FINANCIAL RESPONSIBILITY LAWS.

LENDER TO BE NAMED LOSS PAYEE. All required policies and certificates of insurance shall name Mortgagee/Beneficiary as loss payee, and shall provide that the insurance cannot be terminated as to Mortgagee/Beneficiary except upon a minimum of ten (10) days' prior written notice to Mortgagee/Beneficiary. Immediately upon any request by Lender/Mortgagee/Beneficiary, Grantor/Trustor/Mortgagor shall deliver to Lender/Mortgagee/Beneficiary the original of all such policies or certificates, with receipts evidencing annual prepayment of the premiums.

ARBITRATION AGREEMENT. Arbitration - Binding Arbitration. Lender and each party to this agreement hereby agree, upon demand by any party, to submit any Dispute to binding arbitration in accordance with the terms of this Arbitration Program. Arbitration may be demanded before the institution of a judicial proceeding, or during a judicial proceeding, but not more than 60 days after service of a complaint, third party complaint, cross-claim, or any answer thereto, or any amendment to any of such pleadings. A "Dispute" shall include any dispute, claim or controversy of any kind, whether in contract or in tort, legal or equitable, now existing or hereafter arising, relating in any way to any aspect of this agreement, or any related note, instrument or agreement incorporating this Arbitration Program (the "Documents"), or any renewal, extension, modification or refinancing of any indebtedness or obligation relating thereto, including without limitation, their negotiation, execution, collateralization, administration, repayment, modification, extension, substitution, formation, inducement, enforcement, default or termination, or any request for additional credit. This provision is a material inducement for the parties entering into the transactions relating to this Agreement. In the event of a court ordered arbitration, the party requesting arbitration shall be responsible for timely filing the demand for arbitration and paying the appropriate filing fee within 30 days of the abatement order or the time specified by the court; the party's failure to do so shall result in that party's right to demand arbitration being automatically terminated with respect to such Dispute. DISPUTES SUBMITTED TO ARBITRATION ARE NOT RESOLVED IN COURT BY A JUDGE OR JURY. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE PARTIES IRREVOCABLY AND VOLUNTARILY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARBITRATED PURSUANT TO THIS ARBITRATION PROGRAM.

A. Governing Rules. Any arbitration proceeding will (i) be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between the parties; and (ii) be conducted by the American Arbitration Association ("AAA"), or such other administrator as the parties shall mutually agree upon, in accordance with the AAA's commercial dispute resolution procedures, unless the claim or counterclaim is at least \$1,000,000.00 exclusive of claimed interest, arbitration fees and costs, in which case the arbitration shall be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes are referred to herein, as applicable, as the "Rules"). If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Arbitration proceedings hereunder shall be conducted at a location mutually agreeable to the parties, or if they cannot agree, then at a location selected by the AAA in the state of the applicable substantive law primarily governing the Note. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute. The arbitrator shall award all costs and expenses of the arbitration proceeding.

B. No Waiver of Provisional Remedies, Self-Help and Foreclosure. The arbitration requirement does not limit the right of any party to (i) foreclose against real or personal property collateral; (ii) exercise self-help remedies relating to collateral or proceeds of collateral such as setoff or repossession; or (iii) obtain provisional or ancillary remedies such as replevin, injunctive relief, attachment or the appointment of a receiver, before during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of any party to submit any Dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in sections (i), (ii) and (iii) of this paragraph.

C. Arbitrator Qualifications and Powers. Any arbitration proceeding in which the amount in controversy is \$5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than \$5,000,000.00. Any Dispute in which the amount in controversy exceeds \$5,000,000.00 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. Every arbitrator shall be a neutral practicing attorney or a retired member of the state or federal judiciary, in either case with a minimum of ten years experience in the substantive law applicable to the subject matter of the Dispute. The arbitrator will determine whether or not an issue is arbitratable and will give effect to the statutes of limitation in determining any claim. In any arbitration proceeding the arbitrator will decide (by documents only or with a hearing at the arbitrator's discretion) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator shall resolve all Disputes in accordance with the applicable substantive law and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator shall also have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the applicable state rules of civil procedure, or other applicable law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

D. Discovery. In any arbitration proceeding discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the Dispute being arbitrated and must be completed no later than 20 days before the hearing date. Any requests for an extension of the discovery periods, or any discovery disputes, will be subject to final determination by the arbitrator upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

E. Class Proceedings and Consolidations. No party hereto shall be entitled to join or consolidate disputes by or against others in any arbitration, except parties to this agreement, or any contract, instrument or document relating to this agreement, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

F. Small Claims Court. Any party may require that a Dispute be resolved in Small Claims Court if the Dispute and related claims are fully within that court's jurisdiction.

G. State Specific Provisions:



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If Delaware, Pennsylvania or Virginia law governs the Dispute, the following provision is applicable if there is a Confession of Judgment in the Note, any Guaranty, or Related Documents: **Confession of Judgment**. Notwithstanding anything herein to the contrary, the arbitration requirement does not limit or preclude the right of Lender to confess judgment pursuant to a warrant of attorney provision set forth in the Note, any Guaranty, or Related Documents. No party shall have the right to demand binding arbitration of any claim, dispute or controversy seeking to (i) strike-off or open a judgment obtained by confession pursuant to a warrant of attorney contained in the Note, any Guaranty, or Related Documents, or (ii) challenge the waiver of a right to prior notice and a hearing before judgment is entered, or after judgment is entered, but before execution upon the judgment. Any claims, disputes or controversies challenging the confession of judgment shall be commenced and prosecuted in accordance with the procedures set forth, and in the forum specified by the applicable state rules of civil procedure or other applicable law.

If Maryland law governs the Dispute, the following provision is applicable if there is a Confession of Judgment in the Note, any Guaranty, or Related Documents: **Confession of Judgment**. Notwithstanding anything herein to the contrary, the arbitration requirement does not limit or preclude the right of Lender to confess judgment, and no party shall have the right to demand binding arbitration of any claim, dispute or controversy seeking to open a judgment obtained by confession. Nothing herein, including the arbitration requirement, shall limit the right of any party to foreclose judicially or non-judicially against any real or personal property collateral, or exercise judicial or non-judicial power of sale rights. No provision regarding submission to a jurisdiction and/or venue in any court or the waiver of any right to trial by jury is intended or shall be construed to be in derogation of the provisions for arbitration of any dispute. Any claim or counterclaim or defense raised in connection with Lender's exercise of any rights set forth in the Note, any Guaranty, or Related Documents shall be subject to the arbitration requirement.

If South Carolina law governs the Dispute, the following provision is included: **WAIVER OF JURY TRIAL**. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, WITHOUT INTENDING IN ANY WAY TO LIMIT THE PARTIES' AGREEMENT TO ARBITRATE ANY DISPUTE AS SET FORTH IN THIS MORTGAGE, TO THE EXTENT ANY DISPUTE IS NOT SUBMITTED TO ARBITRATION OR IS DEEMED BY THE ARBITRATOR OR BY ANY COURT WITH JURISDICTION TO BE NOT ARBITRABLE OR NOT REQUIRED TO BE ARBITRATED, LENDER AND MORTGAGOR WAIVE TRIAL BY JURY IN RESPECT OF ANY SUCH DISPUTE AND ANY ACTION ON SUCH DISPUTE. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY LENDER AND MORTGAGOR, AND THEY HEREBY REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY PERSON OR ENTITY TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THE LOAN DOCUMENTS. LENDER AND MORTGAGOR ARE EACH HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER OF JURY TRIAL. MORTGAGOR FURTHER REPRESENTS AND WARRANTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS MORTGAGE AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

H. Real Property Collateral:

If California law governs the Dispute, the following provisions are included: **Real Property Collateral; Judicial Reference**. Notwithstanding anything herein to the contrary, no Dispute shall be submitted to arbitration if the Dispute concerns indebtedness secured directly or indirectly, in whole or in part, by any real property unless (i) the holder of the mortgage, lien or security interest specifically elects in writing to proceed with the arbitration, or (ii) all parties to the arbitration waive any rights or benefits that might accrue to them by virtue of the single action rule statute of California, thereby agreeing that all indebtedness and obligations of the parties, and all mortgages, liens and security interests securing such indebtedness and obligations, shall remain fully valid and enforceable. If any such Dispute is not submitted to arbitration, the Dispute shall be referred to a referee in accordance with California Code of Civil Procedure Section 638 et seq., and this general reference agreement is intended to be specifically enforceable in accordance with said Section 638, as amended or replaced from time to time. A referee with the qualifications required herein for arbitrators shall be selected pursuant to the AAA's selection procedures. Judgment upon the decision rendered by a referee shall be entered in the court in which such proceeding was commenced in accordance with California Code of Civil Procedure Sections 644 and 645, as amended or replaced from time to time.

If Connecticut law governs the Dispute, the following provision is included: **Real Property Collateral**. Notwithstanding anything herein to the contrary, no dispute shall be submitted to arbitration if the dispute concerns indebtedness secured directly or indirectly, in whole or in part, by any real property located in Connecticut unless (i) the holder of the mortgage, lien or security interest specifically elects in writing to proceed with the arbitration, or (ii) all parties to the arbitration waive any rights or benefits that might accrue to them by virtue of Sections 49-1 and 49-14 et seq. of the Connecticut General Statutes, as amended or replaced from time to time, thereby agreeing that all indebtedness and obligations of the parties, and all mortgages, liens and security interests securing such indebtedness and obligations, shall remain fully valid and enforceable.

If Idaho, Kansas, Montana, Nevada, South Dakota or Virginia law governs the Dispute, the following provision is included:

Real Property Collateral. Notwithstanding anything herein to the contrary, no Dispute shall be submitted to arbitration if the Dispute concerns indebtedness secured directly or indirectly, in whole or in part, by any real property unless (i) the holder of the mortgage, lien or security interest specifically elects in writing to proceed with the arbitration, or (ii) all parties to the arbitration waive any rights or benefits that might accrue to them by virtue of the single action rule statute of Idaho, Kansas, Montana, Nevada, South Dakota or Virginia, thereby agreeing that all indebtedness and obligations of the parties, and all mortgages, liens and security interests securing such indebtedness and obligations, shall remain fully valid and enforceable.

If Utah law governs the Dispute, the following provision is included: **Real Property Collateral; Judicial Reference**. Notwithstanding anything herein to the contrary, no Dispute shall be submitted to arbitration if the Dispute concerns indebtedness secured directly or indirectly, in whole or in part, by any real property unless (i) the holder of the mortgage, lien or security interest specifically elects in writing to proceed with the arbitration, or (ii) all parties to the arbitration waive any rights or benefits that might accrue to them by virtue of the single action rule statute of Utah, thereby agreeing that all indebtedness and obligations of the parties, and all mortgages, liens and security interests securing such indebtedness and obligations, shall remain fully valid and enforceable. If any such Dispute is not submitted to arbitration, the Dispute shall be referred to a master in accordance with Utah Rule of Civil Procedure 53, as amended or replaced from time to time, and this general reference agreement is intended to be specifically enforceable. A master with the qualifications required herein for arbitrators shall be selected pursuant to the AAA's selection procedures. Judgment upon the decision rendered by a master shall be entered in the court in which such proceeding was commenced in accordance with Utah Rule of Civil Procedure 53(e), as amended or replaced from time to time.

I. Miscellaneous. To the maximum extent practicable, the AAA, the arbitrators and the parties shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the Dispute with the AAA. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. If more than one agreement for arbitration by or between the parties potentially applies to a Dispute, the



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arbitration provision most directly related to the documents between the parties or the subject matter of the Dispute shall control. This arbitration provision shall survive the repayment of the Note and the termination, amendment or expiration of any of the Documents or any relationship between the parties.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Alabama without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Alabama.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Alabama as to all Indebtedness secured by this Mortgage.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means GREYSTONE GOLF CLUB, INC. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means GREYSTONE GOLF CLUB, INC..

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.


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**MORTGAGE
(Continued)**

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Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Mortgage.

Lender. The word "Lender" means Wells Fargo Bank, National Association, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated June 27, 2014, in the original principal amount of \$3,500,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

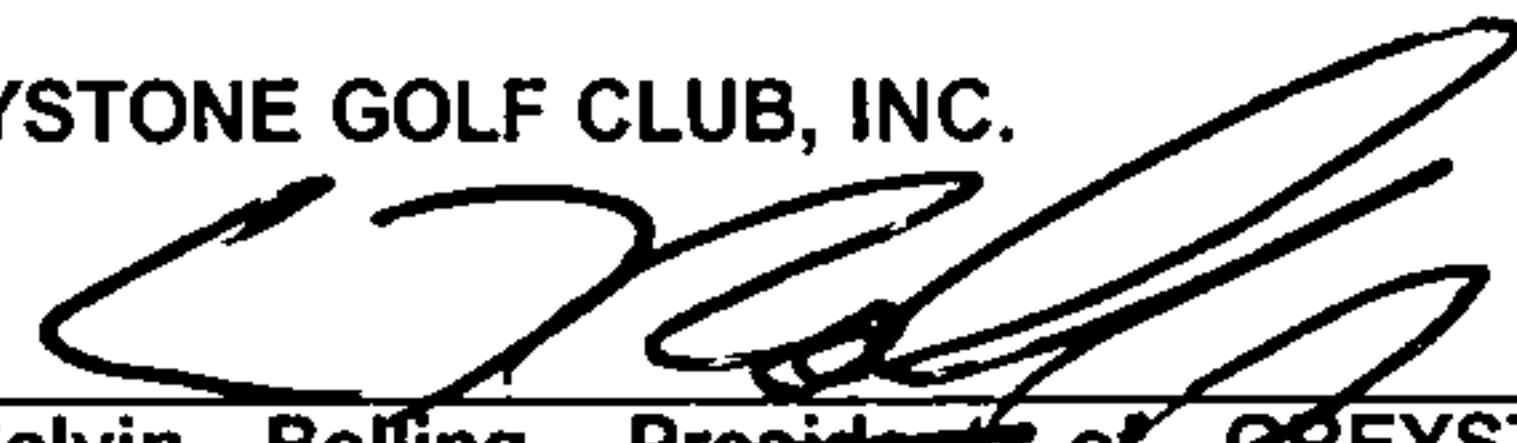
Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

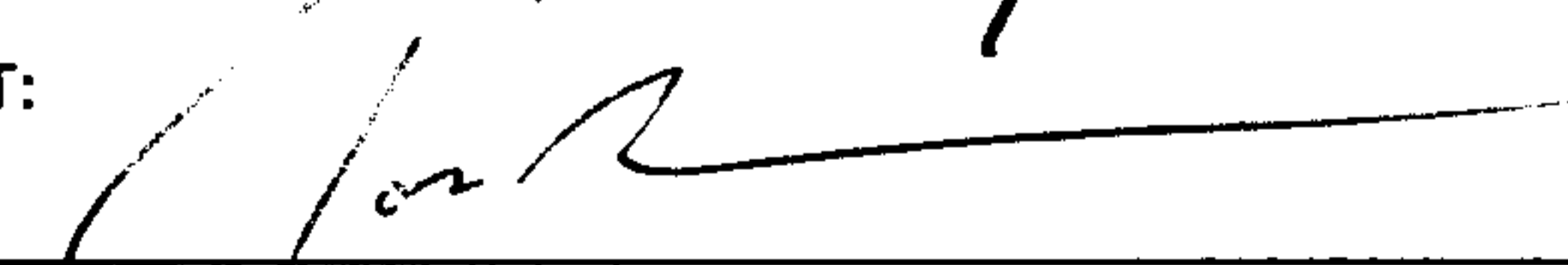
THIS MORTGAGE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MORTGAGE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

GREYSTONE GOLF CLUB, INC.

By:  (Seal)
Calvin Bolling, ~~President~~ of GREYSTONE GOLF CLUB, INC. *Asst. Secretary*

ATTEST:


Secretary or Assistant Secretary

(Corporate Seal)

This Mortgage prepared by:

Name: Joshua Thaggard
Address: 420 20th St N
City, State, ZIP: Birmingham, AL 35203


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CORPORATE ACKNOWLEDGMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Calvin Bolling, President of GREYSTONE GOLF CLUB, INC., a corporation, is signed to the foregoing Mortgage and who is known to me, acknowledged before me on this day that, being informed of the contents of said Mortgage, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this

26th

day of

June, 2014

Notary Public

My commission expires

5/6/16

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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The Property consists of the Founder's Course and the Legacy Course which are described as follows:

Founder's Course Legal Description

The Founder's Course consists of Founder's Parcel A (less and except Founder's Excluded Parcel I, Founder's Excluded Parcel II and Founder's Excluded Parcel III, as described below), Founder's Parcel B, Founder's Parcel C-1, Founder's Parcel C-2 and Founder's Parcel C-3, which are described as follows:

Founder's Parcel A:

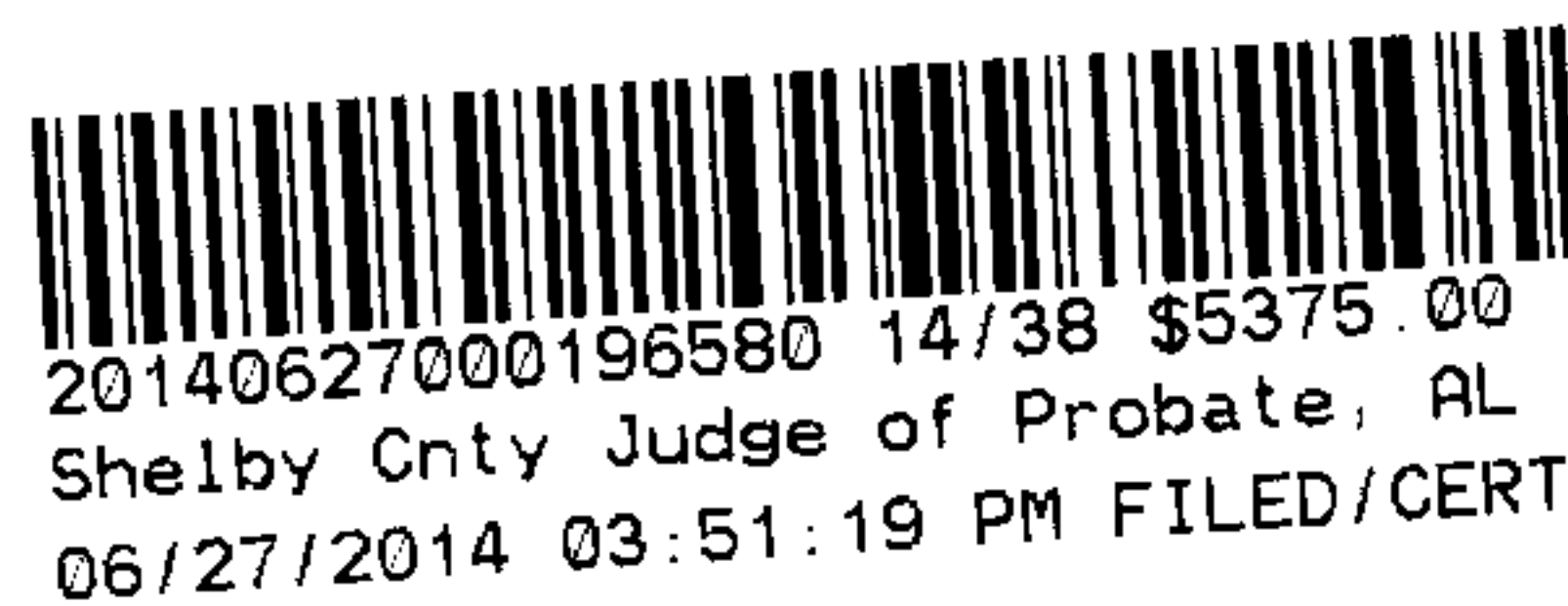
A parcel of land situated in Sections 27, 28, 32 and 33, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at an iron pin locally accepted to be the Northwest corner of said Section 33, thence run South along the West line of said Section 33 for a distance of 713.00 feet to the point of beginning; thence turn an angle to the right of 100 degrees 45 minutes 22 seconds and run in a northwesterly direction for a distance of 74.93 feet to an iron pin found; thence turn an angle to the left of 21 degrees 26 minutes 24 seconds and run in a southwesterly direction for a distance of 548.21 feet to an iron pin found; thence turn an angle to the right of 34 degrees 30 minutes 01 seconds and run in a northwesterly direction for a distance of 219.54 feet to an iron pin found on the Southeast right-of-way line of Greystone Way, a private roadway, in Greystone 1st Sector Phase II as recorded in Map Book 15, on pages 58-61, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the left of 69 degrees 44 minutes 59 seconds and run in a southwesterly direction along the Southeast right-of-way line of said Greystone Way for a distance of 113.46 feet to an iron pin found; thence turn an angle to the left of 2 degrees 16 minutes 48 seconds and run in a southwesterly direction along the Southeast right-of-way line of said Greystone Way for a distance of 70.71 feet to a point on a curve to the right having a central angle of 25 degrees 00 minutes 00 seconds and a radius of 721.69 feet; thence run in a southwesterly direction along the arc of said curve and also along the Southeast right-of-way line of said Greystone Way for a distance of 314.90 feet to an iron pin found on a reverse curve to the left having a central angle of 1 degree 12 minutes 15 seconds and a radius of 966.30 feet; thence run in a southwesterly direction along the arc of said curve and also along the Southeast right-of-way line of said Greystone way for a distance of 20.31 feet to an iron pin found on the Southeast right-of-way line of Berwick Road in Greystone Ridge Garden Homes as recorded in Map Book 16, on Page 31, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the left of 50 degrees 35 minutes 19 seconds from the chord of last stated curve and run in a southwesterly direction along the Southeast line of said Berwick Road for a distance of 163.77 feet to an iron pin found at the Northwest corner of Lot 2 in said Greystone Ridge Garden Homes; thence turn an angle to the left of 83 degrees 40 minutes 05 seconds and run in a southeasterly direction along the Northeast line of said Lot 2 for a distance of 100.01 feet to an



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iron pin found at the Northeast corner of said Lot 2; thence turn an angle to the right of 90 degrees 03 minutes 16 seconds and run in a southwesterly direction along the Southeast line of Lots 2, 3, 4, 5, 6 and 7 in said Greystone Ridge Garden Homes for a distance of 347.99 feet to an iron pin found; thence turn an angle to the right of 4 degrees 23 minutes 21 seconds and run in a southwesterly direction along the Southeast line of Lots 7 through 23 in said Greystone Ridge Garden Homes for a distance of 770.70 feet to an iron pin found; thence turn an angle to the right of 2 degrees 43 minutes 44 seconds and run in a southwesterly direction along the Southeast line of Lots 23 through 32 in said Greystone Ridge Garden Homes for a distance of 433.40 feet to an iron pin found; thence turn an angle to the left of 0 degrees 38 minutes 26 seconds and run in a southwesterly direction along the Southeast line of Lots 32 through 36 in said Greystone Ridge Garden Homes for a distance of 207.43 feet to an iron pin found; thence turn an angle to the left of 5 degrees 10 minutes 53 seconds and run in a southwesterly direction along the Southeast line of Lots 36 through 52 in said Greystone Ridge Garden Homes for a distance of 739.13 feet to an iron pin found at the Northwest corner of Lot 53B in a Resurvey of Lot 53, First Addition to Greystone Ridge Garden Homes as recorded in Map Book 16, on Page 57, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the left of 89 degrees 03 minutes 51 seconds and run in a southeasterly direction along the Northeast line of Lots 53B and 53A in said Resurvey of Lot 53 for a distance of 198.44 feet to an iron pin found; thence turn an angle to the right of 40 degrees 32 minutes 01 seconds and run in a southeasterly direction along the Northeast line of Lot 53A in said Resurvey of Lot 53 and also along the Northeast line of Lots 54 through 58 in First Addition to Greystone Ridge Garden Homes as recorded in Map Book 16, on Page 32, in the Office of the Judge of Probate, Shelby County, Alabama, and also along Lots 59 through 61 and Lot 66 in Greystone Ridge Garden Homes as recorded in Map Book 16, on Page 31, in the Office of the Judge of Probate, Shelby County, Alabama, for a distance of 712.32 feet to an iron pin found; thence turn an angle to the right of 34 degrees 46 minutes 13 seconds and run in a southwesterly direction along the Southeast line of Lots 66 and 67 in said Greystone Ridge Garden Homes for a distance of 200.89 feet to an iron pin found; thence turn an angle to the left of 119 degrees 51 minutes 08 seconds and run in a southeasterly direction for a distance of 153.32 feet to an iron pin found; thence turn an angle to the right of 86 degrees 27 minutes 23 seconds and run in a southeasterly direction for a distance of 7.25 feet to an iron pin found; thence turn an angle to the left of 94 degrees 06 minutes 19 seconds and run in a northeasterly direction for a distance of 21.56 feet to an iron pin found; thence turn an angle to the right of 92 degrees 39 minutes 27 seconds and run in a southeasterly direction for a distance of 215.68 feet to an iron pin found; thence turn an angle to the left of 37 degrees 13 minutes 10 seconds and run in a southeasterly direction for a distance of 196.34 feet to an iron pin found on the Northeast right-of-way line of Hugh Daniel Drive, a private roadway; thence turn an angle to the left of 21 degrees 33 minutes 40 seconds and run in a southeasterly direction along the Northeast right-of-way line of said Hugh Daniel Drive for a distance of 213.44 feet to an iron pin found; thence turn an angle to the left of 89 degrees 59 minutes 58 seconds and run in a northeasterly direction for a distance of 85.50 feet to an iron pin found; thence turn an angle to the right of 32 degrees 32 minutes 40 seconds and run in a northeasterly direction for a distance of 70.57 feet to an iron pin found; thence turn an angle to the right of 18 degrees 10 minutes 40 seconds and run in a northeasterly direction for a distance of 52.06 feet to an iron pin found; thence turn an angle to the left of 10 degrees 35 minutes 28 seconds and run in a northeasterly direction for a distance of 40.17 feet to an iron pin found; thence turn an angle to the left of 33 degrees 24 minutes 37 seconds and run in a northeasterly direction for a distance of 55.77 feet to



an iron pin found; thence turn an angle to the right of 24 degrees 46 minutes 23 seconds and run in a northeasterly direction for a distance of 14.29 feet to an iron pin found; thence turn an angle to the right of 36 degrees 31 minutes 46 seconds and run in a northeasterly direction for a distance of 27.44 feet to an iron pin found; thence turn an angle to the right of 33 degrees 08 minutes 30 seconds and run in a southeasterly direction for a distance of 168.12 feet to an iron pin found; thence turn an angle to the left of 34 degrees 35 minutes 47 seconds and run in a northeasterly direction for a distance of 161.43 feet to an iron pin found; thence turn an angle to the left of 28 degrees 40 minutes 07 seconds and run in a northeasterly direction for a distance of 553.80 feet to an iron pin found on the Northwest right-of-way line of Greystone Drive, a private roadway, in Greystone 1st Sector Phase I as recorded in Map Book 14, on Page 91, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the left of 2 degrees 28 minutes 03 seconds and run in a northeasterly direction along the Northwest right-of-way line of said Greystone Drive for a distance of 375.40 feet to an iron pin found on a curve to the right having a central angle of 12 degrees 33 minutes 21 seconds and a radius of 1,678.31 feet; thence turn an angle to the right of 86 degrees 56 minutes 43 seconds to the radius of said curve and run in a northeasterly direction along the arc of said curve and also along the Northwest right-of-way line of said Greystone Drive for a distance of 367.78 feet to an iron pin found at the Southwest corner of Lot 13 in said Greystone 1st Sector Phase I; thence turn an angle to the left from the chord of last stated curve of 83 degrees 43 minutes 26 seconds and run in a northwesterly direction along the Southwest line of said Lot 13 for a distance of 61.58 feet to an iron pin found; thence turn an angle to the right of 14 degrees 57 minutes 04 seconds and run in a northwesterly direction along the Southwest line of said Lot 13 for a distance of 134.88 feet to an iron pin found at the Northwest corner of said Lot 13; thence turn an angle to the right of 68 degrees 57 minutes 45 seconds and run in a northeasterly direction along the Northwest line of Lots 13 through 19 in said Greystone 1st Sector Phase I for a distance of 875.23 feet to an iron pin found; thence turn an angle to the left of 22 degrees 11 minutes 37 seconds and run in a northeasterly direction along the Northwest line of Lots 19 through 24 in said Greystone 1st Sector Phase I for a distance of 797.01 feet to an iron pin found at the Northwest corner of said Lot 24; thence turn an angle to the right of 51 degrees 55 minutes 06 seconds and run in a northeasterly direction along the Northwest line of Lots 24 and 25 in said Greystone 1st Sector Phase I for a distance of 274.60 feet to an iron pin found at the Northwest corner of Lot 16 in St. Charles at Greystone as recorded in Map Book 16, on Page 5, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the left of 16 degrees 37 minutes 12 seconds and run in a northeasterly direction along the Northwest line of said Lot 16 for a distance of 115.95 feet to an iron pin found; thence turn an angle to the left of 42 degrees 25 minutes 05 seconds and run in a northeasterly direction along the Northwest line of Lots 16, 15, 14 and 13 in said St. Charles at Greystone for a distance of 444.00 feet to an iron pin found at the Southwest corner of Lot 1 in Greystone 4th Sector as recorded in Map Book 16, on Page 89 A, B & C, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the right of 14 degrees 38 minutes 55 seconds and run in a northeasterly direction along the Northwest line of said Lot 1 for a distance of 155.71 feet to an iron pin found; thence turn an angle to the left of 14 degrees 59 minutes 28 seconds and run in a northeasterly direction along the Northwest line of Lots 1 and 2 in said Greystone 4th Sector for a distance of 612.50 feet to an iron pin found; thence turn an angle to the right of 62 degrees 01 minutes 15 seconds and run in a northeasterly direction along the Northwest line of said Lot 2 for a distance of 80.56 feet to an iron pin found; thence turn an angle to the right of 73 degrees 57 minutes 01 seconds and run in a southeasterly direction along



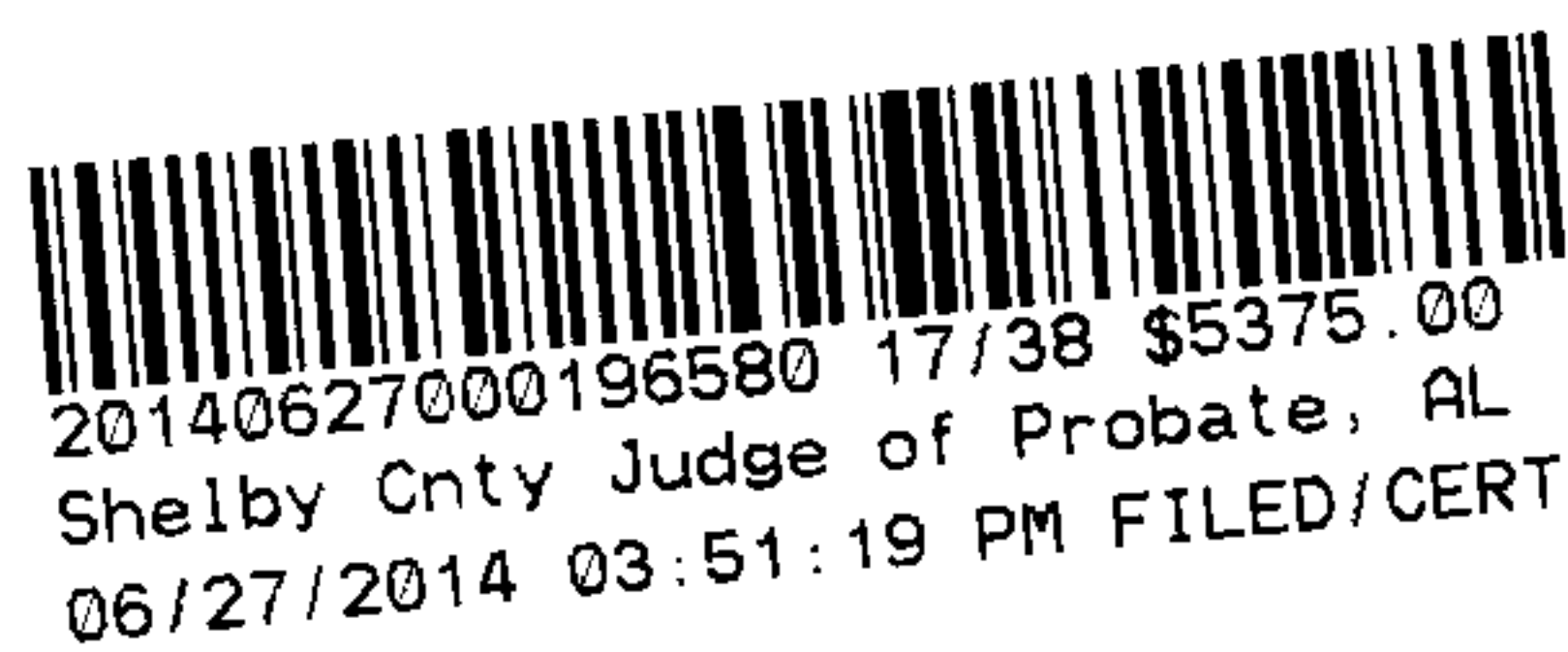
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the Northeast line of said Lot 2 for a distance of 210.71 feet to an iron pin found at the Northeast corner of Lot 3 in said Greystone 4th Sector; thence turn an angle to the right of 11 degrees 30 minutes 17 seconds and run in a southeasterly direction for a distance of 199.55 feet to an iron pin found on the Northwest line of Lot 4 in said Greystone 4th Sector; thence turn an angle to the left of 95 degrees 19 minutes 38 seconds and run in a northeasterly direction along the Northwest line of said Lot 4 for a distance of 39.95 feet to an iron pin found at the Northeast corner of said Lot 4; thence turn an angle to the right of 83 degrees 50 minutes 12 seconds and run in a southeasterly direction along the Northeast line of said Lot 4 for a distance of 180.00 feet to an iron pin found; thence turn an angle to the right of 35 degrees 56 minutes 37 seconds and run in a southwesterly direction along the Southeast line of said Lot 4 for a distance of 67.89 feet to the Southeast corner of said Lot 4, said corner being on the North right-of-way line of Greystone Way, a private roadway, in said Greystone 4th Sector; thence turn an angle to the left of 90 degrees 00 minutes 00 seconds and run in a southeasterly direction along said North right-of-way line for a distance of 198.68 feet to the Southwest corner of Lot 5A of A Resurvey of Lots 5 and 6 in Greystone 4th Sector as recorded in Map Book 17, on Page 97, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the left of 90 degrees 00 minutes 00 seconds and run in a northeasterly direction along the Northwest line of said Lot 5A for a distance of 67.84 feet to an iron pin found at the Northwest corner of said Lot 5A; thence turn an angle to the right of 8 degrees 27 minutes 34 seconds and run in a northeasterly direction along the Northwest line of said Lots 5A and 6A and also along the Northwest line of Lot 7, 8 and 9 in said Greystone 4th Sector for a distance of 637.08 feet to an iron pin found; thence turn an angle to the right of 61 degrees 23 minutes 26 seconds and run in a northeasterly direction along the Northwest line of Lots 9 and 10 in said Greystone 4th Sector for a distance of 280.44 feet to an iron pin found; thence turn an angle to the left of 29 degrees 39 minutes 08 seconds and run in a northeasterly direction along the Northwest line of Lot 10 in said Greystone 4th Sector for a distance of 122.99 feet to an iron pin found at the Northwest corner of Lot 11 in said Greystone 4th Sector; thence turn an angle to the left of 4 degrees 41 minutes 00 seconds and run in a northeasterly direction along the Northwest line of Lots 11 through 14 in said Greystone 4th Sector for a distance of 488.47 feet to an iron pin found; thence turn an angle to the left of 6 degrees 08 minutes 32 seconds and run in a northeasterly direction along the Northwest line of Lots 14 through 16 in said Greystone 4th Sector for a distance of 246.56 feet to an iron pin found; thence turn an angle to the left of 23 degrees 49 minutes 53 seconds and run in a northeasterly direction along the Northwest line of Lots 16 through 19 in said Greystone 4th Sector for a distance of 483.13 feet to an iron pin found; thence turn an angle to the right of 61 degrees 41 minutes 06 seconds and run in a northeasterly direction along the Northwest line of Lots 19 and 20 in said Greystone 4th Sector for a distance of 304.66 feet to an iron pin found; thence turn an angle to the left of 3 degrees 47 minutes 28 seconds and run in a northeasterly direction along the Northwest line of Lots 20 through 24 in said Greystone 4th Sector for a distance of 539.54 feet to an iron pin found at the Northwest corner of Lot 25A in Amended Map of A Resurvey of Lot 25 Greystone 4th Sector as recorded in Map Book 19, on Page 69, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the left of 35 degrees 25 minutes 07 seconds and run in a northeasterly direction along the Northwest line of said Lots 25A and 26 in said Greystone 4th Sector for a distance of 390.95 feet to an iron pin found; thence turn an angle to the left of 4 degrees 34 minutes 17 seconds and run in a northeasterly direction along the Northwest line of Lots 27 through 29 in said Greystone 4th Sector for a distance of 436.56 feet to an iron pin found on the Southwest right-of-way of



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Greystone Way, a private roadway; thence turn an angle to the right of 70 degrees 12 minutes 39 seconds and run in a southeasterly direction for a distance of 95.13 feet to an iron pin found at the Northwest corner of Lot 30 in said Greystone 4th Sector on the Northeast right-of-way of said Greystone Way, a private roadway; thence turn an angle to the left of 19 degrees 52 minutes 16 seconds and run in a northeasterly direction along the Northwest line of said Lot 30 for a distance of 133.64 feet to an iron pin found; thence turn an angle to the left of 16 degrees 56 minutes 25 seconds and run in a northeasterly direction along the Northwest line of said Lot 30 for a distance of 89.36 feet to an iron pin found at the Northwest corner of Lot 1 in Greystone 7th Sector as recorded in Map Book 18, on Page 119, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the right of 1 degree 34 minutes 20 seconds and run in a northeasterly direction along the Northwest line of said Lot 1 for a distance of 130.16 feet to an iron pin found at the Northwest corner of Lot 2 in said Greystone 7th Sector; thence turn an angle to the left of 2 degrees 57 minutes 21 seconds and run in a northeasterly direction along the Northwest line of said Lot 2 for a distance of 131.09 feet to an iron pin found at the Northwest corner of Lot 3 in said Greystone 7th Sector; thence turn an angle to the right of 1 degree 29 minutes 15 seconds and run in a northeasterly direction along the Northwest line of said Lot 3 for a distance of 121.58 feet to an iron pin found; thence turn an angle to the right of 3 degrees 35 minutes 36 seconds and run in a northeasterly direction along the Northwest line of said Lot 3 and also along the Northwest line of Lot 4A in a Resurvey of Lots 4 and 5 Greystone 7th Sector as recorded in Map Book 20, on Page 15, in the Office of the Judge of Probate, Shelby County, Alabama, for a distance of 279.84 feet to an iron pin found; thence turn an angle to the left of 30 degrees 00 minutes 32 seconds and run in a northeasterly direction along the Northwest line of said Lot 4A and Lot 5A in last stated Resurvey and also along the Northwest line of Lots 6 and 7 in said Greystone 7th Sector for a distance of 620.08 feet to an iron pin found; thence turn an angle to the left of 3 degrees 19 minutes 07 seconds and run in a northeasterly direction along the Northwest line of Lot 8 in said Greystone 7th Sector for a distance of 261.23 feet to an iron pin found; thence turn an angle to the left of 7 degrees 01 minutes 37 seconds and run in a northeasterly direction along the Northwest line of Lots 8 and 9 in said Greystone 7th Sector for a distance of 174.29 feet to an iron pin found at the Southwest corner of Lot 10 in said Greystone 7th Sector; thence turn an angle to the left of 83 degrees 58 minutes 27 seconds and run in a northwesterly direction along the Southwest line of said Lot 10 for a distance of 178.88 feet to an iron pin found; thence turn an angle to the right of 35 degrees 55 minutes 03 seconds and run in a northwesterly direction along the Southwest line of said Lot 10 and also along the Southwest line of Lots 1 and 8 in Greystone 7th Sector Phase I as recorded in Map Book 18, on Page 120 A, B & C, in the Office of the Judge of Probate, Shelby County, Alabama, for a distance of 342.48 feet to an iron pin found; thence turn an angle to the left of 15 degrees 53 minutes 06 seconds and run in a northwesterly direction along the Southwest line of Lots 8 through 10 in said Greystone 7th Sector Phase I for a distance of 307.90 feet to an iron pin found; thence turn an angle to the left of 2 degrees 11 minutes 48 seconds and run in a northwesterly direction along the Southwest line of Lots 10 through 12 in said Greystone 7th Sector Phase I for a distance of 218.46 feet to an iron pin found; thence turn an angle to the left of 49 degrees 29 minutes 29 seconds and run in a southwesterly direction along the Southeast line of Lots 12 and 13 in said Greystone 7th Sector Phase I and also along the Southeast line of Lot 58 in Greystone 8th Sector as recorded in Map Book 20, on Page 93 A & B, in the Office of the Judge of Probate, Shelby County, Alabama, for a distance of 168.21 feet to an iron pin found; thence turn an angle to the left of 29 degrees 27 minutes 13 seconds and run in a southwesterly direction along the Southeast



line of Lots 58 and 57 in said Greystone 8th Sector for a distance of 99.43 feet to an iron pin found; thence turn an angle to the left of 14 degrees 19 minutes 43 seconds and run in a southwesterly direction along the Southeast line of Lots 57 through 50 in said Greystone 8th Sector for a distance of 1,090.53 feet to an iron pin found; thence turn an angle to the right of 5 degrees 36 minutes 11 seconds and run in a southwesterly direction along the Southeast line of Lots 49 through 46 in said Greystone 8th Sector for a distance of 503.78 feet to an iron pin found; thence turn an angle to the right of 24 degrees 47 minutes 26 seconds and run in a southwesterly direction along the Southeast line of Lot 46 in said Greystone 8th Sector for a distance of 178.90 feet to an iron pin found; thence turn an angle to the right of 75 degrees 25 minutes 39 seconds and run in a northwesterly direction along the Southwest line of said Lot 46 for a distance of 92.04 feet to an iron pin found on the Southeast right-of-way line of Castlehill Road, a private roadway, in said Greystone 8th Sector, said iron pin being on a curve to the right having a central angle of 21 degrees 29 minutes 03 seconds and a radius of 818.00 feet; thence turn an angle to the left of 90 degrees 00 minutes 00 seconds to the tangent of said curve and run in a southwesterly direction along the arc of said curve and also along the Southeast right-of-way line of said Castlehill Road for a distance of 306.73 feet to an iron pin found on a reverse curve to the left having a central angle of 88 degrees 53 minutes 07 seconds and a radius of 25.00 feet; thence run in a southwesterly direction along the arc of said curve for a distance of 38.77 feet to an iron pin found on a compound curve to the left having a central angle of 29 degrees 27 minutes 30 seconds and a radius of 244.92 feet, said iron pin found being on the Northeast right-of-way line of Greystone Way, a private roadway, in said Greystone 8th Sector; thence run in a southeasterly direction along the arc of said curve and also along the Northeast line of said Greystone Way for a distance of 125.92 feet to an iron pin found; thence turn an angle to the right of 90 degrees 00 minutes 00 seconds from the tangent of last stated curve and run in a southwesterly direction crossing said Greystone Way for a distance of 60.00 feet to an iron pin found on a curve to the right having a central angle of 30 degrees 22 minutes 48 seconds and a radius of 304.92 feet; thence run in a northwesterly direction along the Southwest right-of-way line of said Greystone Way for a distance of 161.68 feet to an iron pin found on a reverse curve to the left having a central angle of 84 degrees 31 minutes 48 seconds and a radius of 25.00 feet; thence run in a northwesterly direction along the arc of said curve for a distance of 36.88 feet to an iron pin found on the Southeast right-of-way line of Castlehill Road, a private roadway, said iron pin found being on a reverse curve to the right having a central angle of 0 degrees 49 minutes 50 seconds and a radius of 818.00 feet; thence run in a southwesterly direction along the arc of said curve and also along the Southeast right-of-way line of said Castlehill Road for a distance of 11.86 feet to an iron pin found on a reverse curve to the left having a central angle of 17 degrees 54 minutes 37 seconds and a radius of 504.23 feet; thence run in a southwesterly direction along the arc of said curve and also along the Southeast right-of-way line of said Castlehill Road for a distance of 157.62 feet to an iron pin found; thence run tangent to last stated curve in a southwesterly direction for a distance of 269.39 feet to an iron pin found on the South right-of-way of Greystone Way, a proposed private roadway, said iron being the Northeast corner of Lot 11, Greystone 9th Sector as recorded in Map Book 21, on Page 143, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the left of 96 degrees 18 minutes 10 seconds and run in a southeasterly direction along said Lot 11 for a distance of 62.68 feet to an iron pin found; thence turn an angle to the left of 15 degrees 52 minutes 20 seconds and run in a southeasterly direction for a distance of 107.14 feet to an iron pin found; thence turn an angle to the right of 26 degrees 28 minutes 24 seconds and run in a southeasterly



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direction for a distance of 35.27 feet to an iron pin found; thence turn an angle to the right of 55 degrees 59 minutes 34 seconds and run in a southwesterly direction for a distance of 28.14 feet to an iron pin found; thence turn an angle to the left of 114 degrees 54 minutes 18 seconds and run in a southeasterly direction for a distance of 32.06 feet to an iron pin found; thence turn an angle to the right of 40 degrees 33 minutes 55 seconds and run in a southeasterly direction for a distance of 106.72 feet to an iron pin found; thence turn an angle to the right of 19 degrees 49 minutes 52 seconds and run in a southeasterly direction along the Southeast line of Lots 11 and 10 in said Greystone 9th Sector for a distance of 42.83 feet to an iron pin found; thence turn an angle to the right of 17 degrees 34 minutes 22 seconds and run in a southwesterly direction along the Southeast line of said Lot 10 for a distance of 97.42 feet to an iron pin found; thence turn an angle to the right of 19 degrees 35 minutes 13 seconds and run in a southwesterly direction for a distance of 38.69 feet to an iron pin found; thence turn an angle to the left of 29 degrees 43 minutes 53 seconds and run in a southeasterly direction for a distance of 50.39 feet to an iron pin found; thence turn an angle to the left of 12 degrees 50 minutes 20 seconds and run in a southeasterly direction along the Southeast lines of Lots 10 and 9 of said Greystone 9th Sector for a distance of 58.98 feet to an iron pin found; thence turn an angle to the right of 58 degrees 10 minutes 18 seconds and run in a southwesterly direction along the Southeast lines of Lots 9 and 8 of said Greystone 9th Sector for a distance of 271.36 feet to an iron pin found; thence turn an angle to the right of 41 degrees 02 minutes 02 seconds and run in a southwesterly direction along the Southwest line of Lots 8, 7 and 6 of said Greystone 9th Sector for a distance of 548.64 feet to an iron pin found; thence turn an angle to the left of 28 degrees 35 minutes 37 seconds and run in a southwesterly direction along the Southwest line of Lot 6 of said Greystone 9th Sector for a distance of 55.80 feet to an iron pin found; thence turn an angle to the right of 41 degrees 11 minutes 13 seconds and run in a northwesterly direction for a distance of 452.84 feet to an iron pin found; thence turn an angle to the right of 0 degrees 57 minutes 35 seconds and run in a northwesterly direction along lines of Lots 3 through 1 in said Greystone 9th Sector for a distance of 207.28 feet to an iron pin found; thence turn an angle to the left of 21 degrees 26 minutes 02 seconds and run in a southwesterly direction along said Lot 1 for a distance of 58.94 feet to an iron pin found; thence turn an angle to the left of 7 degrees 15 minutes 00 seconds and run in a southwesterly direction along said Lot 1 for a distance of 40.95 feet to an iron pin found; thence turn an angle to the right of 104 degrees 48 minutes 54 seconds and run in a northwesterly direction for a distance of 214.76 feet to an iron pin found on a curve to the left having a central angle of 18 degrees 45 minutes 08 seconds and a radius of 450.49 feet; thence turn an angle to the left of 106 degrees 45 minutes 49 seconds to the chord of said curve and run in a southwesterly direction along the arc of said curve for a distance of 147.44 feet to an iron pin found; thence turn an angle to the right of 109 degrees 55 minutes 22 seconds from the chord of last stated curve and run in a northwesterly direction for a distance of 66.87 feet to an iron pin found; thence turn an angle to the right of 48 degrees 07 minutes 30 seconds and run in a northeasterly direction for a distance of 40.51 feet to an iron pin found; thence turn an angle to the left of 22 degrees 28 minutes 30 seconds and run in a northeasterly direction for a distance of 47.39 feet to an iron pin found; thence turn an angle to the right of 51 degrees 59 minutes 06 seconds and run in a northeasterly direction for a distance of 68.94 feet to an iron pin found; thence turn an angle to the left of 31 degrees 45 minutes 15 seconds and run in a northeasterly direction for a distance of 29.65 feet to an iron pin found; thence turn an angle to the right of 39 degrees 20 minutes 52 seconds and run in a northeasterly direction for a distance of 87.77 feet to an iron pin found; thence turn an angle to the left of 36 degrees 12 minutes 53 seconds and run in



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a northeasterly direction for a distance of 385.36 feet to an iron pin found; thence turn an angle to the left of 6 degrees 40 minutes 17 seconds and run in a northeasterly direction for a distance of 86.05 feet to an iron pin found; thence turn an angle to the left of 13 degrees 26 minutes 12 seconds and run in a northeasterly direction for a distance of 58.48 feet to an iron pin found; thence turn an angle to the left of 31 degrees 30 minutes 12 seconds and run in a northwesterly direction for a distance of 39.43 feet to an iron pin found; thence turn an angle to the left of 38 degrees 40 minutes 45 seconds and run in a northwesterly direction for a distance of 267.55 feet to an iron pin found; thence turn an angle to the left of 85 degrees 23 minutes 49 seconds and run in a southwesterly direction for a distance of 89.57 feet to an iron pin found; thence turn an angle to the left of 19 degrees 58 minutes 12 seconds and run in a southwesterly direction for a distance of 205.17 feet to an iron pin found; thence turn an angle to the left of 2 degrees 45 minutes 09 seconds and run in a southwesterly direction for a distance of 141.68 feet to an iron pin found; thence turn an angle to the left of 14 degrees 53 minutes 53 seconds and run in a southwesterly direction for a distance of 170.88 feet to an iron pin found; thence turn an angle to the left of 11 degrees 05 minutes 53 seconds and run in a southwesterly direction for a distance of 102.93 feet to an iron pin found; thence turn an angle to the right of 75 degrees 16 minutes 09 seconds and run in a southwesterly direction for a distance of 67.33 feet to an iron pin found; thence turn an angle to the left of 44 degrees 45 minutes 54 seconds and run in a southwesterly direction for a distance of 89.61 feet to an iron pin found; thence turn an angle to the right of 10 degrees 46 minutes 14 seconds and run in a southwesterly direction for a distance of 36.85 feet to an iron pin found; thence turn an angle to the left of 62 degrees 03 minutes 39 seconds and run in a southeasterly direction for a distance of 71.06 feet to an iron pin found being on the Southerly right-of-way of Greystone Way, a private roadway, and being on a curve to the left having a central angle of 4 degrees 21 minutes 11 seconds and a radius of 450.49 feet; thence turn an angle to the left of 13 degrees 19 minutes 54 seconds to the radius of said curve and run in a southwesterly direction along the arc of said curve for a distance of 34.23 feet to an iron pin found at the northeast corner of Lot 31 in Greystone 6th Sector as recorded in Map Book 17, on Page 54 A, B & C, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the left of 92 degrees 10 minutes 34 seconds from the chord of last stated curve and run in a southeasterly direction along the Northeast line of said Lot 31 for a distance of 200.26 feet to an iron pin found at the Southeast corner of said Lot 31; thence turn an angle to the right of 107 degrees 10 minutes 01 seconds and run in a southwesterly direction along the Southeast line of said Lot 31 for a distance of 97.05 feet to an iron pin found at the Southeast corner of Lot 32 in said Greystone 6th Sector; thence turn an angle to the left of 50 degrees 06 minutes 01 seconds and run in a southwesterly direction along the Southeast line of said Lot 32 for a distance of 65.88 feet to an iron pin found; thence turn an angle to the left of 25 degrees 52 minutes 47 seconds and run in a southeasterly direction along the Northeast line of said Lot 32 and Lot 33 in said Greystone 6th Sector for a distance of 88.93 feet to an iron pin found; thence turn an angle to the left of 0 degrees 02 minutes 13 seconds and run in a southeasterly direction along the Northeast line of Lots 33 through 37 in said Greystone 6th Sector and acreage for a distance of 739.46 feet to an iron pin found; thence turn an angle to the left of 9 degrees 26 minutes 44 seconds and run in a southeasterly direction for a distance of 425.82 feet to an iron pin found; thence turn an angle to the right of 71 degrees 14 minutes 11 seconds and run in a southwesterly direction for a distance of 123.59 feet to an iron pin found; thence turn an angle to the right of 73 degrees 52 minutes 17 seconds and run in a northwesterly direction for a distance of 363.02 feet to an iron pin found; thence turn an angle to the left of 23 degrees 47 minutes 02

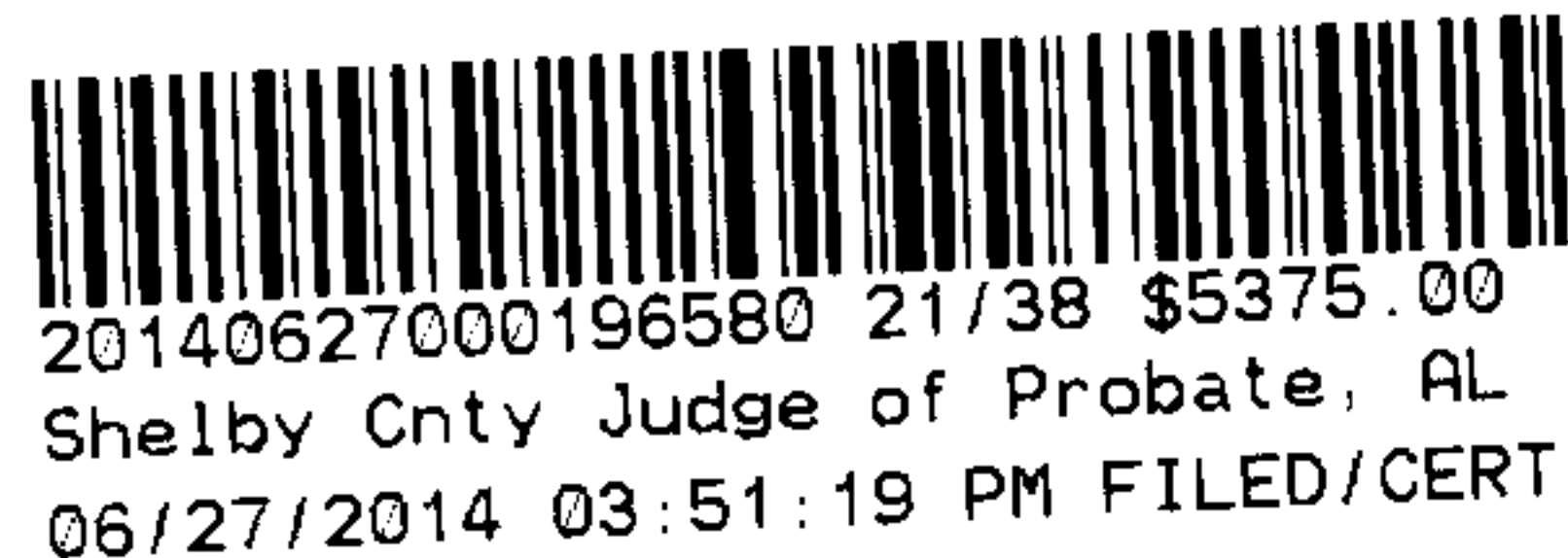


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seconds and run in a northwesterly direction for a distance of 143.53 feet to an iron pin found; thence turn an angle to the right of 4 degrees 32 minutes 45 seconds and run in a northwesterly direction along the Southwest line of Lot 38 in said Greystone 6th Sector for a distance of 166.18 feet to an iron pin found at the Southeast corner of Lot 39 in said Greystone 6th Sector; thence turn an angle to the left of 26 degrees 51 minutes 52 seconds and run in a southwesterly direction along the Southeast line of said Lot 39 for a distance of 93.68 feet to an iron pin found; thence turn an angle to the right of 17 degrees 05 minutes 29 seconds and run in a northwesterly direction along the Southwest line of Lots 39 through 43 in said Greystone 6th Sector for a distance of 457.63 feet to an iron pin found; thence turn an angle to the left of 19 degrees 57 minutes 33 seconds and run in a southwesterly direction along the Southeast line of Lots 43 and 44 in said Greystone 6th Sector for a distance of 81.21 feet to an iron pin found; thence turn an angle to the left of 65 degrees 39 minutes 24 seconds and run in a southwesterly direction along the Southeast line of Lots 44 and 45 in said Greystone 6th Sector for a distance of 74.24 feet to an iron pin found; thence turn an angle to the left of 22 degrees 31 minutes 32 seconds and run in a southeasterly direction along the Northeast line of Lots 45 through 47 in said Greystone 6th Sector for a distance of 172.74 feet to an iron pin found; thence turn an angle to the right of 16 degrees 25 minutes 25 seconds and run in a southwesterly direction along the Southeast line of Lots 47 through 52 in said Greystone 6th Sector for a distance of 491.32 feet to an iron pin found; thence turn an angle to the right of 5 degrees 27 minutes 21 seconds and run in a southwesterly direction along the Southeast line of Lots 52 through 56 in said Greystone 6th Sector for a distance of 502.62 feet to an iron pin found at the Southeast corner of Lot 57 in said Greystone 6th Sector; thence turn an angle to the right of 26 degrees 11 minutes 16 seconds and run in a southwesterly direction along the Southeast line of said Lot 57 for a distance of 151.81 feet to an iron pin found at the Southwest corner of said Lot 57; thence turn an angle to the right of 60 degrees 13 minutes 24 seconds and run in a northwesterly direction for a distance of 143.13 feet to the point of beginning. Containing 432.77 acres more or less; LESS AND EXCEPT Founder's Excluded Parcel I, Founder's Excluded Parcel II and Founder's Excluded Parcel III being more particularly described as follows:

LESS AND EXCEPT FOUNDER'S EXCLUDED PARCEL I:

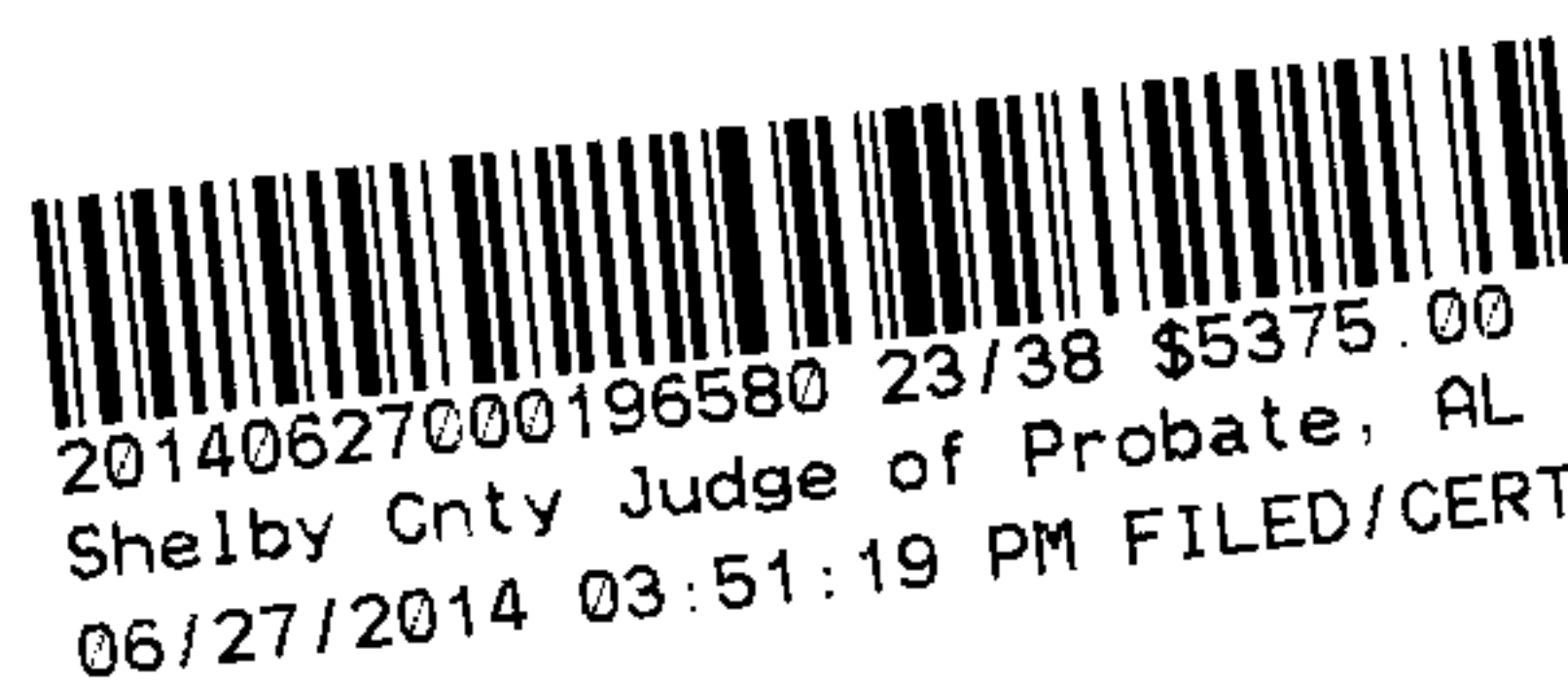
Commence at an iron pin locally accepted to be the Northwest corner of said Section 33, thence run south along the West line of said Section 33 for a distance of 1039.62 feet to the point of beginning, said point of beginning being on the Northeast line of Lot 138 in Greystone 1st Sector Phase II as recorded in Map Book 15, on Page 58 through 61, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the right of 98 degrees 11 minutes 09 seconds and run in a northwesterly direction along the Northeast line of Lots 138, 137, 136 and 135 in said Greystone 1st Sector Phase II for a distance of 646.59 feet to a point, said point being on the right-of-way of King Stables Road, a private roadway; thence turn an angle to the left of 61 degrees 39 minutes 17 seconds and run in a southeasterly direction for a distance of 42.62 feet to a point on the southwest right-of-way line of King Stables Road as recorded in said Greystone 1st Sector Phase II; thence turn an angle to the left of 80 degrees 04 minutes 56 seconds and run in a southeasterly direction along said Southwest right-of-way line of said King Stables Road for a distance of 72.14 feet to an iron pin found on a curve to the left having a central angle of 12 degrees 44 minutes 46 seconds and a radius of 774.50 feet; thence run in a southeasterly direction along said Southwest right-of-way line of said King Stables Road and also along the



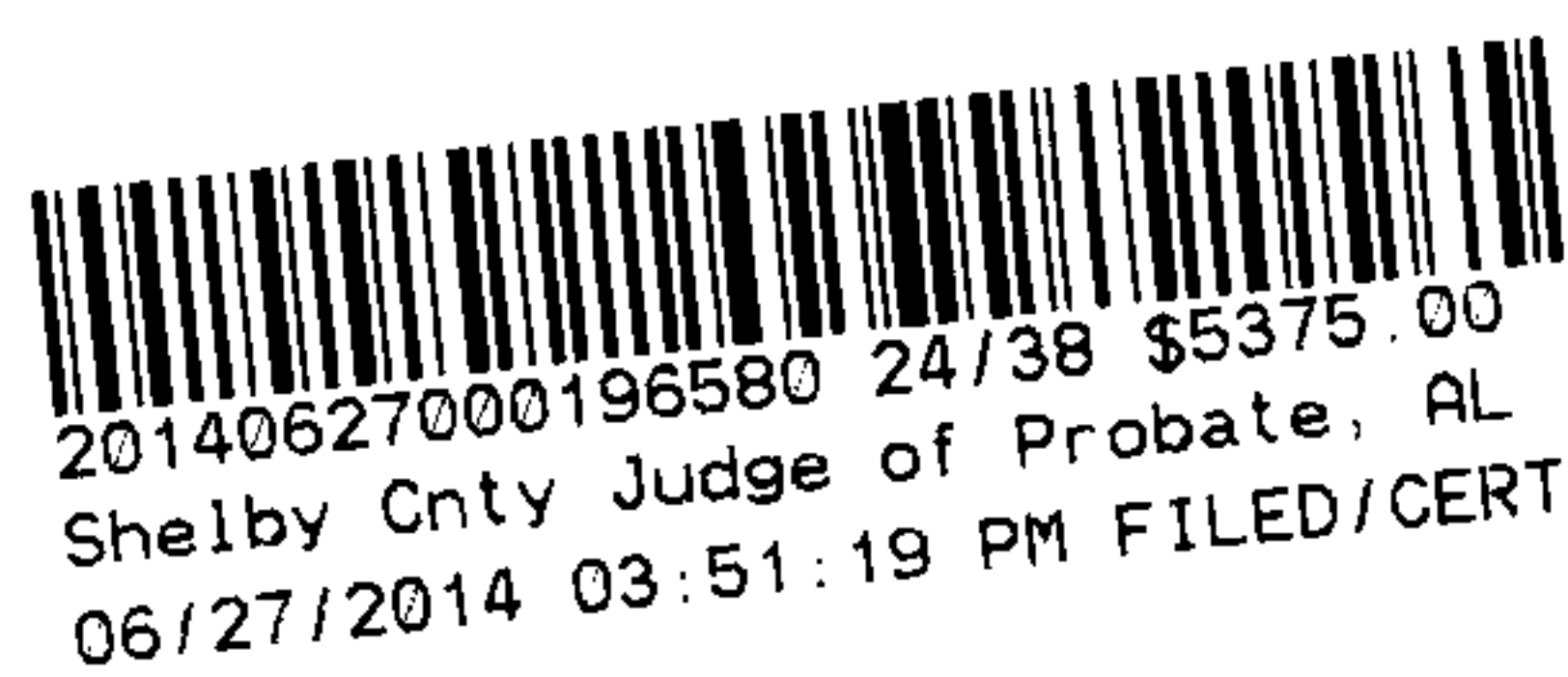
arc of said curve for a distance of 172.30 feet to an iron pin found on a reverse curve to the right having a central angle of 86 degrees 03 minutes 19 seconds and a radius of 25.00 feet; thence run in a southeasterly to southwesterly direction along the arc of said curve for a distance of 37.55 feet to an iron pin found on the Northwest right-of-way line of Shadwick Place, a private roadway, in said Greystone 1st Sector Phase II; thence run tangent to last stated curve in a southwesterly direction along the Northwest right-of-way line of said Shadwick Place for a distance of 267.58 feet to an iron pin found on the Southeast corner of Lot 82 in said Greystone 1st Sector Phase II; thence turn an angle to the right of 90 degrees 00 minutes 00 seconds and run in a northwesterly direction along the Northeast line of said Lot 82 for a distance of 223.65 feet to an iron pin found on the Northeast corner of said Lot 82; thence turn an angle to the left of 97 degrees 02 minutes 12 seconds and run in a southwesterly direction along the Northwest line of Lots 82, 81 and 80 in said Greystone 1st Sector Phase II for a distance of 407.36 feet to an iron pin found; thence turn an angle to the right of 14 degrees 31 minutes 58 seconds and run in a southwesterly direction along the Northwest line of Lots 80, 79, 78 and 77 in said Greystone 1st Sector Phase II for a distance of 348.78 feet to an iron pin found; thence turn an angle to the right of 3 degrees 45 minutes 02 seconds and run in a southwesterly direction along the Northwest line of Lots 77, 76, and 75 in said Greystone 1st Sector Phase II for a distance of 347.89 feet to an iron pin found; thence turn an angle to the left of 47 degrees 04 minutes 01 seconds and run in a southeasterly direction along the Southwest line of said Lot 75 for a distance of 123.67 feet to an iron pin found; thence turn an angle to the left of 40 degrees 06 minutes 26 seconds and run in a southeasterly direction along the Southwest line of said Lot 75 for a distance of 70.13 feet to an iron pin found at the Northwest corner of Lot 74 in said Greystone 1st Sector Phase II; thence turn an angle to the right of 40 degrees 35 minutes 37 seconds and run in a southeasterly direction along the Southwest line of said Lot 74 for a distance of 114.86 feet to an iron pin found at the Northwest corner of Lot 62 in said Greystone 1st Sector Phase II; thence turn an angle to the right of 34 degrees 09 minutes 34 seconds and run in a southwesterly direction along the Northwest line of Lots 62, 61, 60 and 59 in said Greystone 1st Sector Phase II for a distance of 485.11 feet to an iron pin found; thence turn an angle to the left of 12 degrees 56 minutes 14 seconds and run in a southwesterly direction along the Northwest line of Lots 59, 58 and 57 in said Greystone 1st Sector Phase II for a distance of 378.52 feet to an iron pin found at the Northwest corner of Lot 56 in said Greystone 1st Sector Phase II; thence turn an angle to the left of 4 degrees 01 minutes 24 seconds and run in a southwesterly direction along the Northwest line of said Lot 56 for a distance of 177.66 feet to an iron pin found at the Northwest corner of Lot 55 in said Greystone 1st Sector Phase II; thence turn an angle to the left of 21 degrees 19 minutes 38 seconds and run in a southeasterly direction along the Southwest line of said Lot 55 for a distance of 170.13 feet to an iron pin found at the Northwest corner of Lot 54 in said Greystone 1st Sector Phase II; thence turn an angle to the left of 4 degrees 08 minutes 56 seconds and run in a southeasterly direction along the Southwest line of said Lot 54 and also along the Southwest line of Lots 53A and 52A of a Resurvey of Lots 52 and 53 in Greystone 1st Sector Phase II as recorded in Map Book 16, on Page 8, in the Office of the Judge of Probate, Shelby County, Alabama, and also along the Southwest line of Lot 51 in Greystone 1st Sector Phase II as recorded in Map Book 15, on pages 58 through 61, in the Office of the Judge of Probate, Shelby County, Alabama, for a distance of 545.96 feet to an iron pin found; thence turn an angle to the left of 48 degrees 56 minutes 10 seconds and run in a southeasterly direction along the Southwest line of said Lot 51 for a distance of 91.65 feet to an iron pin found; thence turn an angle to the left of 36 degrees 54 minutes 34 seconds and run in a northeasterly direction along the Southeast


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line of Lots 51, 50 and 49 and also along the Southeast line of Lots 48 and 47 in Greystone 1st Sector Phase I as recorded in Map Book 14, on Page 91, in the Office of the Judge of Probate, Shelby County, Alabama, for a distance of 705.63 feet to an iron pin found at the Southwest corner of Lot 46 in said Greystone 1st Sector Phase I; thence turn an angle to the left of 38 degrees 30 minutes 14 seconds and run in a northeasterly direction along the Southeast line of Lots 46, 45 and 44 in said Greystone 1st Sector Phase I for a distance of 402.83 feet to an iron pin found; thence turn an angle to the right of 7 degrees 52 minutes 33 seconds and run in a northeasterly direction along the Southeast line of Lots 44, 43, 42 and 41 in said Greystone 1st Sector Phase I for a distance of 581.86 feet to an iron pin found; thence turn an angle to the left of 20 degrees 50 minutes 24 seconds and run in a northeasterly direction along the Southeast line of Lots 41 and 40 in said Greystone 1st Sector Phase I for a distance of 173.78 feet to an iron pin found; thence turn an angle to the left of 65 degrees 53 minutes 15 seconds and run in a northwesterly direction along the Northeast line of Lots 40 and 39 in said Greystone 1st Sector Phase I for a distance of 80.07 feet to an iron pin found; thence turn an angle to the right of 41 degrees 29 minutes 41 seconds and run in a northeasterly direction along the Southeast line of Lots 39 and 38 in said Greystone 1st Sector Phase I for a distance of 190.28 feet to an iron pin found; thence turn an angle to the right of 39 degrees 33 minutes 49 seconds and run in a northeasterly direction along the Southeast line of Lots 38, 37, 36, 35, 34, 33 and 32 in said Greystone 1st Sector Phase I for a distance of 775.12 feet to an iron pin found; thence turn an angle to the left of 11 degrees 49 minutes 37 seconds and run in a northeasterly direction along the Southeast line of Lots 32, 31, 30, 29, 28 and 27 in said Greystone 1st Sector Phase I for a distance of 821.91 feet to an iron pin found at the Southeast corner of Lot 26A in a Resurvey of Lot 26 Greystone 1st Sector Phase I as recorded in Map Book 15, on Page 52, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the left of 10 degrees 42 minutes 25 seconds and run in a northeasterly direction along the Southeast line of said Lot 26A for a distance of 207.53 feet to an iron pin found on the Southwest right-of-way line of King Stables Drive, a private roadway, in said Greystone 1st Sector Phase I; thence turn an angle to the right of 84 degrees 16 minutes 32 seconds and run in a southeasterly direction along said Southwest right-of-way line of said King Stables Drive for a distance of 35.93 feet to a point on a curve to the right having a central angle of 83 degrees 08 minutes 11 seconds and a radius of 25.00 feet; thence run in a southeasterly direction along the arc of said curve for a distance of 36.28 feet to an iron pin found on the West right-of-way line of Greystone Drive, a private roadway, in said Greystone 1st Sector Phase I; thence turn an angle from the chord of last stated curve to the left of 84 degrees 17 minutes 19 seconds and run in a northeasterly direction crossing said Greystone Drive for a distance of 77.14 feet to an iron pin found on the East right-of-way line of said Greystone Drive; thence turn an angle to the left of 47 degrees 28 minutes 21 seconds and run in a northeasterly direction along the East right-of-way line of said Greystone Drive for a distance of 255.00 feet to an iron pin found on a curve to the left having a central angle of 29 degrees 00 minutes 00 seconds and a radius of 880.68 feet; thence run in a northwesterly direction along the arc of said curve and also along the East right-of-way line of said Greystone Drive for a distance of 445.75 feet to an iron pin found; thence run tangent to last stated curve in a northwesterly direction along the East right-of-way line of said Greystone Drive for a distance of 155.00 feet to an iron pin found on a curve to the right having a central angle of 44 degrees 00 minutes 00 seconds and a radius of 378.39 feet; thence run in a northeasterly direction along the arc of said curve and also along the East right-of-way line of said Greystone Drive for a distance of 290.58 feet to an iron pin found; thence turn an angle from the chord of



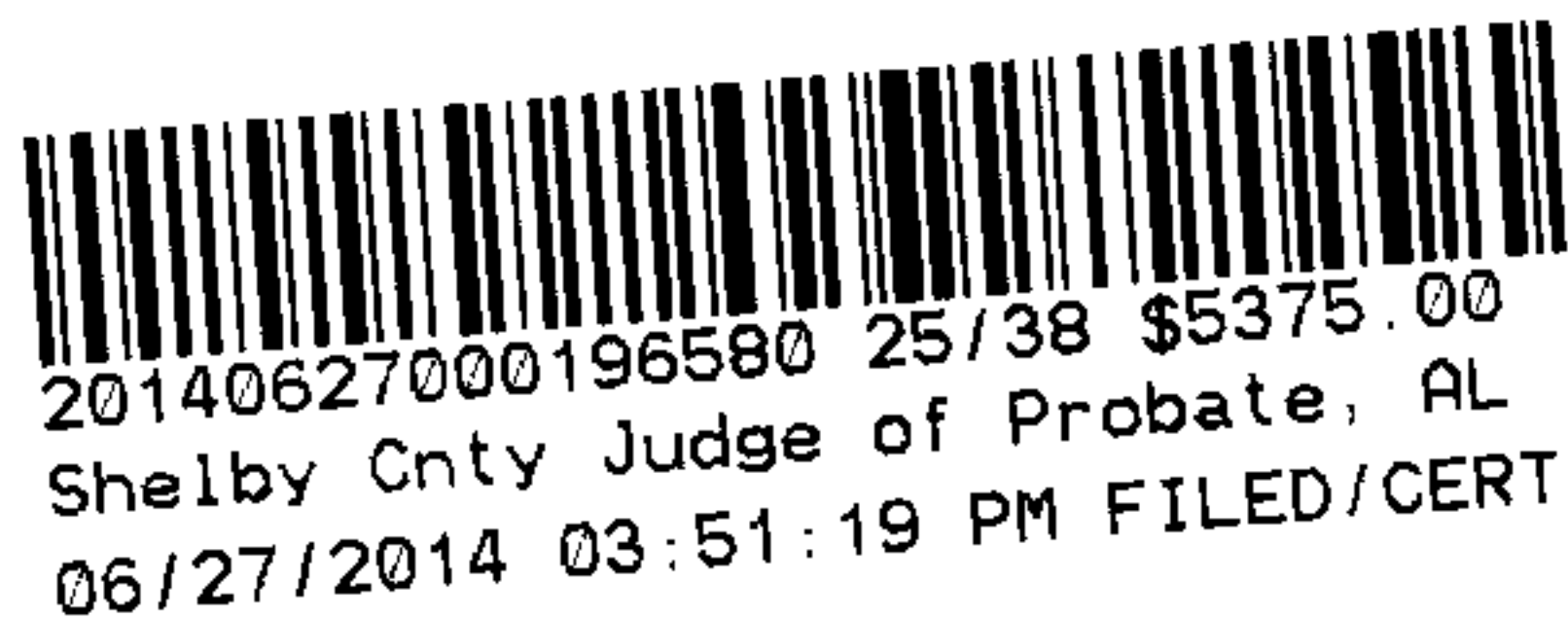
last stated curve to the left of 68 degrees 00 minutes 00 seconds and run in a northwesterly direction crossing said Greystone Drive for a distance of 58.69 feet to an iron pin found on the Southeast right-of-way of said Greystone Drive, and on a curve to the left having a central angle of 19 degrees 09 minutes 04 seconds and a radius of 438.39 feet; thence turn an interior counterclockwise angle to the left of 0 degrees 04 minutes 08 seconds to the radius of said curve and run in a southwesterly direction along the arc of said curve and also along the West right-of-way of said Greystone Drive for a distance of 146.53 feet to an iron pin found; thence turn an angle from the chord of last stated curve to the right of 90 degrees 55 minutes 38 seconds and run in a northwesterly direction for a distance of 63.08 feet to an iron pin found; thence turn an angle to the left of 67 degrees 49 minutes 35 seconds and run in a southwesterly direction for a distance of 57.64 feet to an iron pin found; thence turn an angle to the right of 33 degrees 47 minutes 18 seconds and run in a southwesterly direction for a distance of 58.63 feet to an iron pin found on the northeast corner of Lot 2A in a Resurvey of Lots 2 and 5 St. Ives at Greystone as recorded in Map Book 17, on Page 33, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the right of 74 degrees 18 minutes 13 seconds and run in a northwesterly direction along the Northeast line of Lots 2A and 5A in said Resurvey for a distance of 133.76 feet to an iron pin found at the southeast corner of Lot 6 in St. Ives at Greystone as recorded in Map Book 15, on Page 70, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the right of 37 degrees 52 minutes 35 seconds and run in a northeasterly direction along the Southeast line of said Lot 6 for a distance of 113.01 feet to an iron pin found; thence turn an angle to the left of 57 degrees 25 minutes 15 seconds and run in a northwesterly direction along the northeast line of said Lot 6 for a distance of 66.09 feet to an iron pin found at the Southeast corner of Lot 7 in said St. Ives at Greystone; thence turn an angle to the right of 47 degrees 00 minutes 12 seconds and run in a northwesterly direction along the Northeast line of said Lot 7 for a distance of 493.64 feet to a point; thence turn an angle to the left of 122 degrees 49 minutes 05 seconds and run in a southwesterly direction along the Northwest line of said Lot 7 for a distance of 173.27 feet to an iron pin found; thence turn an angle to the left of 38 degrees 23 minutes 31 seconds and run in a southwesterly direction along the Northwest line of Lot 7 and Lot 8 in said St. Ives at Greystone for a distance of 328.54 feet to an iron pin found at the Northwest corner of Lot 9 in said St. Ives at Greystone; thence turn an angle to the right of 6 degrees 23 minutes 22 seconds and run in a southwesterly direction along the Northwest line of Lots 9 through 16 in said St. Ives at Greystone for a distance of 719.55 feet to an iron pin found; thence turn an angle to the right of 4 degrees 29 minutes 30 seconds and run in a southwesterly direction along the Northwest line of Lots 16 and 17 in said St. Ives at Greystone for a distance of 105.72 feet to an iron pin found, said iron pin found being the Northernmost corner of Lot 140 in Greystone 1st Sector Phase II as recorded in Map Book 15, on Page 58 though 61, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the right of 37 degrees 25 minutes 23 seconds and run in a southwesterly direction along the Northwest line of said Lot 140 for a distance of 102.22 feet to an iron pin found at the Northeast corner of Lot 139 in said Greystone 1st Sector Phase II; thence turn an angle to the right of 44 degrees 48 minutes 01 seconds and run in a northwesterly direction along the Northeast line of said Lot 139 for a distance of 133.52 feet to an iron pin found; thence turn an angle to the left of 78 degrees 49 minutes 37 seconds and run in a southwesterly direction along the Northwest line of Lots 139 and 138 in said Greystone 1st Sector Phase II for a distance of 104.94 feet to an iron pin found; thence turn an angle to the right



of 65 degrees 33 minutes 29 seconds and run in a northwesterly direction along the Northeast line of said Lot 138 for a distance of 30.27 feet to the point of beginning.

LESS AND EXCEPT FOUNDER'S EXCLUDED PARCEL II:

Commence at the Northeast corner of said Section 33, thence run in a northerly direction along the East line of said Section 28 for a distance of 2073.62 feet to the point of beginning, said point of beginning being on the Southeast line of Lot 5 in Greystone 5th Sector Phase II as recorded in Map Book 17, on Page 118, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the left of 124 degrees 49 minutes 22 seconds and run in a southwesterly direction along the Southeast line of Lots 5, 4 and 3 in said Greystone 5th Sector Phase II for a distance of 371.61 feet to an iron pin found; thence turn an angle to the right of 0 degrees 01 minutes 41 seconds and run in a southwesterly direction along the Southeast line of Lots 3 and 2 and also along the Southeast line of Lot 1 in Greystone 5th Sector Phase I as recorded in Map Book 17, on Page 72 A, B & C, in the Office of the Judge of Probate, Shelby County, Alabama, for a distance of 358.49 feet to an iron pin found, said iron pin being on the eastern right-of-way of Greystone Way, a private roadway; thence turn an angle to the right of 51 degrees 19 minutes 37 seconds and run in a northwesterly direction along the Southwest line of said Lot 1 and also crossing said Greystone Way in said Greystone 5th Sector Phase I for a distance of 246.90 feet to an iron pin found at the Northeast corner of Lot 76 in said Greystone 5th Sector Phase I and being on the South right-of-way of said Greystone Way; thence turn an angle to the left of 76 degrees 20 minutes 18 seconds and run in a southwesterly direction along the Southeast line of Lots 76 and 74 in said Greystone 5th Sector Phase I for a distance of 356.31 feet to an iron pin found at the Northeast corner of Lot 73 in said Greystone 5th Sector Phase I; thence turn an angle to the right of 12 degrees 08 minutes 52 seconds and run in a southwesterly direction along the Southeast line of said Lot 73 for a distance of 216.21 feet to an iron pin found at the Southeast corner of Lot 66 in said Greystone 5th Sector Phase I; thence turn an angle to the right of 11 degrees 30 minutes 07 seconds and run in a southwesterly direction along the Southeast line of Lots 66 and 65 in said Greystone 5th Sector Phase I for a distance of 298.75 feet to an iron pin found; thence turn an angle to the right of 5 degrees 17 minutes 17 seconds and run in a southwesterly direction along the Southeast line of Lots 65, 64, 62 and 61 in said Greystone 5th Sector Phase I for a distance of 532.30 feet to an iron pin found; thence turn an angle to the right of 42 degrees 26 minutes 18 seconds and run in a northwesterly direction along the Southwest line of Lots 61 and 60 in said Greystone 5th Sector Phase I for a distance of 241.13 feet to an iron pin found; thence turn an angle to the left of 86 degrees 28 minutes 39 seconds and run in a southwesterly direction along the Southeast line of Lots 59, 58, 57, 56 and 55 in said Greystone 5th Sector Phase I for a distance of 632.32 feet to an iron pin found; thence turn an angle to the right of 17 degrees 51 minutes 21 seconds and run in a southwesterly direction along the Southeast line of Lots 55, 54, 53 and 52 in said Greystone 5th Sector Phase I for a distance of 525.76 feet to an iron pin found; thence turn an angle to the right of 0 degrees 21 minutes 00 seconds and run in a southwesterly direction along the Southeast line of said Lot 52 for a distance of 84.35 feet to an iron pin found at the Southwest corner of said Lot 52; thence turn an angle to the right of 93 degrees 47 minutes 14 seconds and run in a northwesterly direction along the Southwest line of Lots 52, 51 and 50 in said Greystone 5th Sector Phase I for a distance of 563.01 feet to an iron pin found; thence turn an angle to the left of 1 degree 53 minutes 50 seconds and run in a northwesterly direction along the Southwest line of said Lot 50 and Lot 48A



in a Resurvey of Lots 46, 47, 48 and 49 Greystone 5th Sector Phase I as recorded in Map Book 17, on Page 114, in the Office of the Judge of Probate, Shelby County, Alabama, for a distance of 225.98 feet to an iron pin found; thence turn an angle to the left of 10 degrees 05 minutes 31 seconds and run in a northwesterly direction along the Southwest line of said Lot 48A for a distance of 140.38 feet to an iron pin found; thence turn an angle to the right of 44 degrees 38 minutes 48 seconds and run in a northwesterly direction along the Southwest line of said Lot 48A for a distance of 126.25 feet to an iron pin found; thence turn an angle to the right of 12 degrees 38 minutes 20 seconds and run in a northwesterly direction along the Southwest line of said Lot 48A and also 46A in said Resurvey for a distance of 197.68 feet to an iron pin found; thence turn an angle to the right of 10 degrees 34 minutes 07 seconds and run in a northeasterly direction along the Northwest line of said Lot 46A for a distance of 410.48 feet to an iron pin found; thence turn an angle to the left of 23 degrees 02 minutes 06 seconds and run in a northwesterly direction along the Southwest line of Lot 44 in Greystone 5th Sector Phase I as recorded in Map Book 17, on Pages 72 A, B & C, in the Office of the Judge of Probate, Shelby County, Alabama, for a distance of 331.39 feet to an iron pin found at the Northwest corner of Lot 43 in said Greystone 5th Sector Phase I; thence turn an angle to the right of 104 degrees 13 minutes 40 seconds and run in a northeasterly direction along the Northwest line of Lots 43, 42 and 41 in said Greystone 5th Sector Phase I for a distance of 609.28 feet to an iron pin found; thence turn an angle to the right of 17 degrees 00 minutes 54 seconds and run in a northeasterly direction along the Northwest line of Lots 41 and 40 in said Greystone 5th Sector Phase I for a distance of 247.52 feet to an iron pin found; thence turn an angle to the left of 9 degrees 12 minutes 45 seconds and run in a northeasterly direction along the Northwest line of Lots 40, 39 and 38 of said Greystone 5th Sector Phase I and also along the Northwest line of Lot 37A of a Resurvey of Lot 37 Greystone 5th Sector Phase I as recorded in Map Book 19, on Page 161, in the Office of the Judge of Probate, Shelby County, Alabama, for a distance of 453.60 feet to an iron pin found at the Northeast corner of said Lot 37A; thence turn an angle to the left of 27 degrees 42 minutes 56 seconds and run in a northeasterly direction along the Northwest line of Lot 36 and a park in said Greystone 5th Sector Phase I for a distance of 225.10 feet to an iron pin found; thence turn an angle to the left of 43 degrees 27 minutes 38 seconds and run in a northeasterly direction along the Northwest line of said park and Lot 35 in said Greystone 5th Sector Phase I for a distance of 155.83 feet to an iron pin found; thence turn an angle to the right of 10 degrees 36 minutes 09 seconds and run in a northeasterly direction along the Northwest line of Lots 35 and 34 in said Greystone 5th Sector Phase I and also along the Northwest line of Lot 32B of a Resurvey of Lots 33 and 32A Greystone 5th Sector Phase I as recorded in Map Book 19, on Page 130, in the Office of the Judge of Probate, Shelby County, Alabama, for a distance of 657.80 feet to an iron pin found; thence turn an angle to the right of 16 degrees 33 minutes 13 seconds and run in a northeasterly direction along said Northwest line of said 32B and also crossing Greystone Way, a private roadway, in said Greystone 5th Sector Phase I and also along the Northwest line of Lot 31A in A Resurvey of Lots 31 & 32 Greystone 5th Sector Phase I as recorded in Map Book 17, on Page 113, in the Office of the Judge of Probate, Shelby County, Alabama, for a distance of 172.32 feet to an iron pin found; thence turn an angle to the right of 42 degrees 29 minutes 00 seconds and run in a northeasterly direction along the Northwest line of said Lot 31A and also along the Northwest line of Lot 29 in said Greystone 5th Sector Phase I for a distance of 205.08 feet to an iron pin found; thence turn an angle to the left of 8 degrees 55 minutes 34 seconds and run in a northeasterly direction along the Northwest line of Lots 29 and 28 in said Greystone 5th Sector Phase I and also along the Northwest line of Lot

23 in Greystone 5th Sector Phase II as recorded in Map Book 17, on Page 118, in the Office of the Judge of Probate, Shelby County, Alabama, for a distance of 246.08 feet to an iron pin found on the Northwest line of said Lot 23; thence turn an angle to the left of 22 degrees 42 minutes 20 seconds and run in a northeasterly direction along the Northwest line of Lots 23, 22 and 21 in said Greystone 5th Sector Phase II for a distance of 464.28 feet to an iron pin found; thence turn an angle to the left of 11 degrees 20 minutes 51 seconds and run in a northeasterly direction along the Northwest line of Lots 20 and 19 in said Greystone 5th Sector Phase II for a distance of 241.66 feet to an iron pin found; thence turn an angle to the left of 8 degrees 36 minutes 33 seconds and run in a northeasterly direction along the Northwest line of Lots 19, 18, 17 and 16 in said Greystone 5th Sector Phase II for a distance of 514.62 feet to an iron pin found; thence turn an angle to the left of 2 degrees 23 minutes 08 seconds and run in a northeasterly direction along the Northwest line of Lots 15, 14 and 13 in said Greystone 5th Sector Phase II for a distance of 425.85 feet to an iron pin found at the Northwest corner of said Lot 13; thence turn an angle to the right of 77 degrees 41 minutes 07 seconds and run in a southeasterly direction along the Northeast line of said Lot 13 for a distance of 92.05 feet to an iron pin found; thence turn an angle to the right of 33 degrees 48 minutes 51 seconds and run in a southeasterly direction along the Northeast line of said Lot 13 for a distance of 187.62 feet to an iron pin found at the Northwest corner of Lot 12A in a Resurvey of Lots 11 and 12 Greystone 5th Sector Phase II as recorded in Map Book 20, on Page 92, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the left of 17 degrees 45 minutes 55 seconds and run in a southeasterly direction along the Northeast line of said Lot 12A for a distance of 274.34 feet to an iron pin found; thence turn an angle to the right of 76 degrees 20 minutes 03 seconds and run in a southwesterly direction along the Southeast line of said Lot 12A for a distance of 35.14 feet to an iron pin found; thence turn an angle to the left of 71 degrees 50 minutes 19 seconds and run in a southeasterly direction along the Northeast line of said Lot 12A and also along the Northeast line of Lot 11A in said Resurvey for a distance of 68.38 feet to an iron pin found; thence turn an angle to the left of 67 degrees 24 minutes 19 seconds and run in a northeasterly direction along the Northwest line of said Lot 11A for a distance of 44.34 feet to an iron pin found; thence turn an angle to the right of 92 degrees 34 minutes 47 seconds and run in a southeasterly direction along the Northeast line of said Lot 11A for a distance of 97.71 feet to an iron pin found; thence turn an angle to the right of 50 degrees 57 minutes 22 seconds and run in a southwesterly direction along the Southeast line of said Lot 11A and also along the Southeast line of Lot 10 in said Greystone 5th Sector Phase II for a distance of 331.66 feet to an iron pin found; thence turn an angle to the right of 6 degrees 55 minutes 37 seconds and run in a southwesterly direction along the Southeast line of Lots 10, 9, 8, 7 and 6 in said Greystone 5th Sector Phase II for a distance of 567.97 feet to an iron pin found; thence turn an angle to the right of 17 degrees 27 minutes 17 seconds and run in a southwesterly direction along the Southeast line of Lots 6 and 5 in said Greystone 5th Sector Phase II for a distance of 118.35 feet to the point of beginning.


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LESS AND EXCEPT FOUNDER'S EXCLUDED PARCEL III (Property Conveyed to GRA):

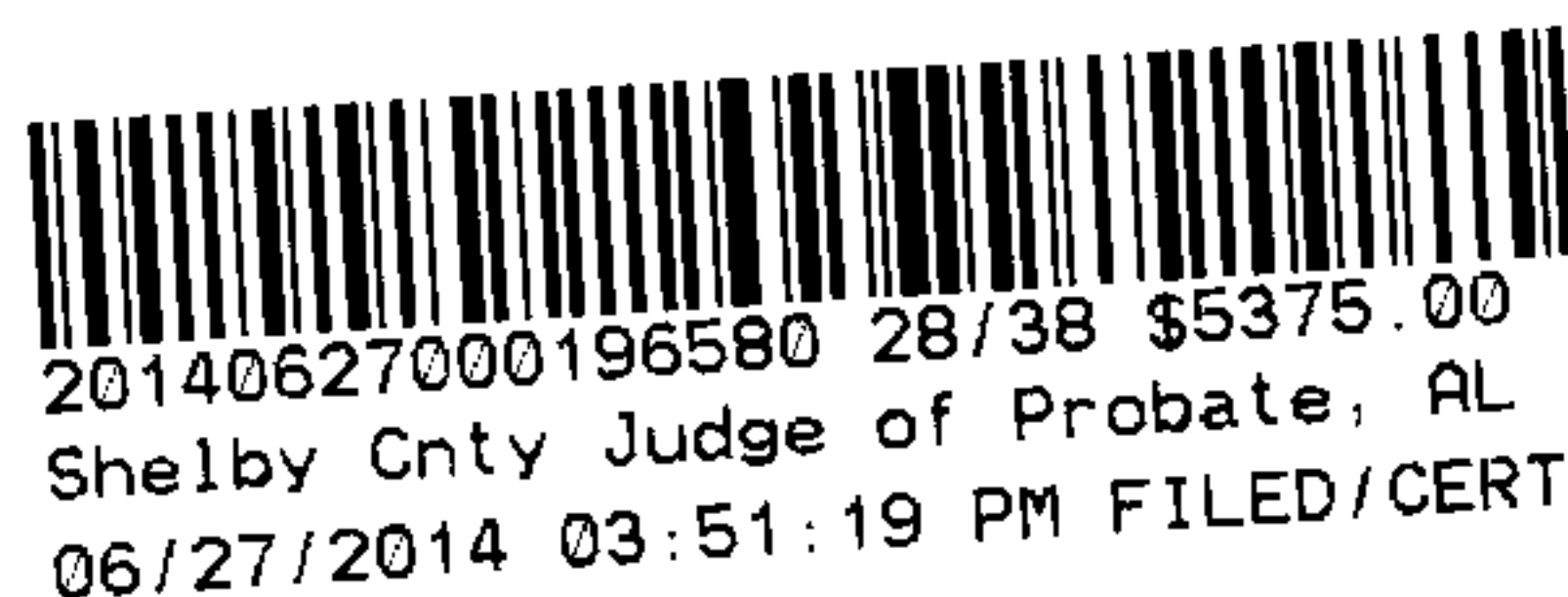
A portion of Lot 1-G, according to the Resurvey of Lot 1 Greystone 2nd Sector as recorded in Map Book 16, Page 20 in the Office of the Judge of Probate, Shelby County, Alabama; being more particularly described as follows:

Commence at the Southwest corner of Lot 2, Greystone Ridge Garden Homes as recorded in Map Book 16, Page 31 in the office of the judge of probate, Shelby County, Alabama and run Northeast along the Westerly line of said Lot 2 and the Easterly right of way of Berwick Road for a distance of 74.00 feet to the Northwest corner of said Lot 2; thence continue along the said right of way along the last described course for a distance of 164.39 feet to a point on the Southeasterly right of way of Greystone Way; thence right 49 deg. 12 min. 54 sec. to the chord of a curve to the left having a central angle of 5 deg. 34 min. 20 sec. and a radius of 721.69 feet; thence along the arc of said curve for a distance of 70.19 feet to the point of beginning. From the point of beginning thus obtained continue along a curve to the left having a central angle of 9 deg. 05 min. 25 sec. and a radius of 721.69 feet; thence along the arc of last said curve for a distance of 114.50 feet; thence right 157 deg. 56 min. 59 sec. from the chord of said curve for a distance of 13.20 feet to the point of commencement of a curve to the right having a central angle of 22 deg. 00 min. 00 sec. and a radius of 107.50 feet; thence along the arc of last said curve for a distance of 41.28 feet; thence tangent to last said curve for a distance of 9.12 feet to the point of commencement of a curve to the right having a central angle of 22 deg. 00 min. 00 sec. and a radius of 107.50 feet; thence along the arc of last said curve for a distance of 41.28 feet; thence tangent to last said curve for a distance of 13.46 feet returning to the point of beginning; being situated in Shelby County, Alabama.

Founder's Parcel B:

A parcel of land situated in the Southwest quarter of Section 28, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Begin at an iron pin found at the Southwest corner of Lot 37-A in a Resurvey of Lot 37, Greystone 6th Sector, as recorded in Map Book 27 on Page 67, in the Office of the Judge of Probate, Shelby County, Alabama: thence run in a Southeasterly direction along the Southwest line of said Lot 37-A for a distance of 160.08 feet to an iron pin found at the Southeast corner of said Lot 37-A; thence turn an angle to the left of 54 degrees, 04 minutes, 30 seconds and run in a Northeasterly direction along the Southeast line of said Lot 37-A for a distance of 113.55 feet to an iron pin found; thence turn an angle to the right of 114 degrees, 34 minutes, 08 seconds, and run in a Southwesterly direction for a distance of 236.00 feet to an iron pin found; thence turn an angle to the left of 09 degrees, 26 minutes, 44 seconds and run in a Southeasterly direction for a distance of 425.82 feet to an iron pin found; thence turn an angle to the right of 71 degrees, 14 minutes, 11 seconds and run in a Southwesterly direction for a distance of 123.59 feet to an iron pin found; thence turn an angle to the right of 73 degrees, 52 minutes, 17 seconds and run in a Northwesterly direction for a distance of 363.02 feet to an iron found; thence turn an angle to the left of 23 degrees, 47 minutes, 02 seconds and run in a Northwesterly direction for a distance of



143.53 feet to an iron found; thence turn an angle to the right of 04 degrees, 32 minutes, 45 seconds and run in a Northwesterly direction for a distance of 50.29 feet to an iron pin found at the Southeast corner of Lot 38 in Greystone 6th Sector as recorded in Map book 17, Pages 54A-D in the Office of the Judge of Probate of Shelby County, Alabama; thence turn an angle to the right of 83 degrees, 20 minutes, 54 seconds and run in a Northeasterly direction along the Southeast line of said Lot 38 for a distance of 243.59 feet to an iron pin found, said iron pin found being on a curve to the right having a central angle of 03 degrees, 14 minutes, 21 seconds and a radius of 265.33 feet; thence turn an angle to the left to the chord of said curve of 60 degrees, 32 minutes, 35 seconds and run in a Northwesterly direction along the arc of said curve for a distance of 15.00 feet to a point on a reverse curve to the left having a central angle of 73 degrees, 06 minutes, 48 seconds and a radius of 25.00 feet; thence run in a Northwesterly direction along the arc of said curve for a distance of 31.90 feet to a point on the South right of way line of Greystone Way in said Greystone 6th Sector, said point being on a curve to the left having a central angle of 38 degrees, 13 minutes, 47 seconds and a radius of 375.69 feet; thence turn an angle to the right from the tangent of last stated curve to the radius of said curve of 90 degrees, 00 minutes, 00 seconds and run in a Northeasterly direction along the arc of said curve and also along the South right of way line of said Greystone Way for a distance of 250.67 feet to the point of beginning.

Founder's Parcel C-1:

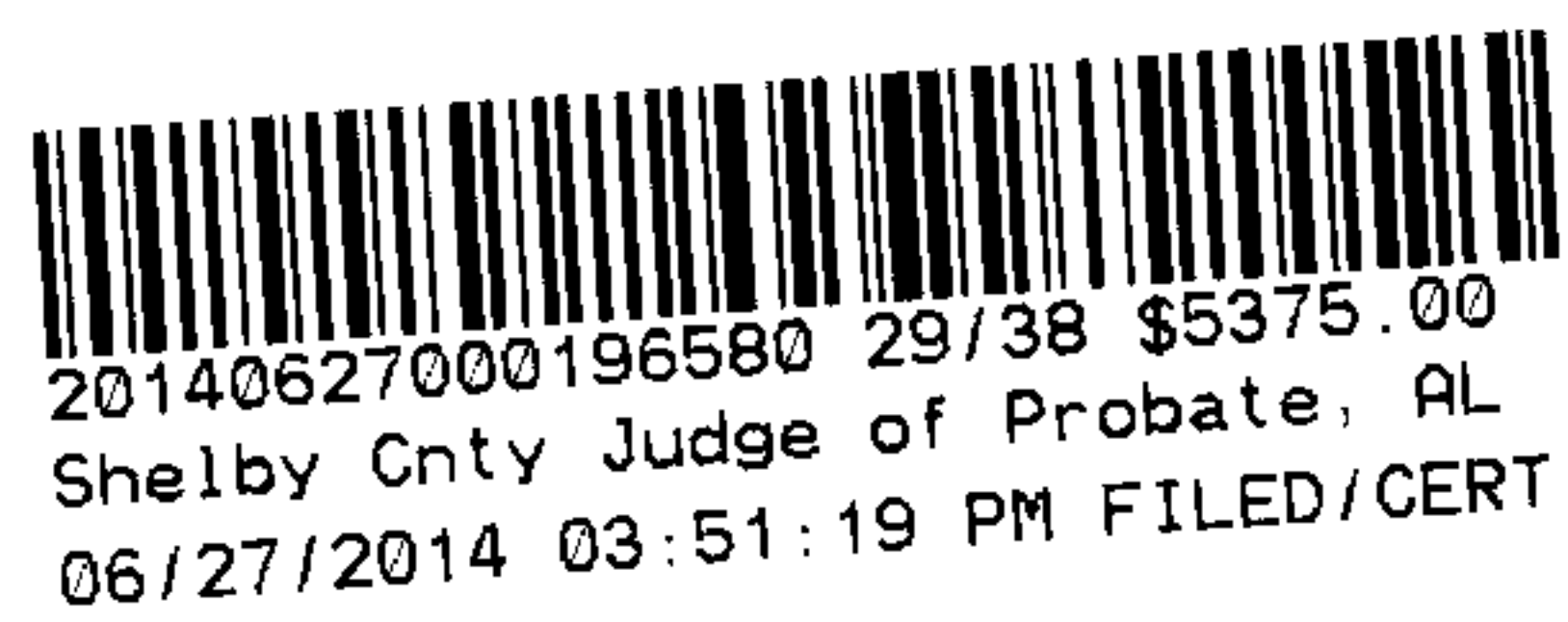
A parcel of land situated in Section 27, Township 18 South, Range 1 West, Shelby County, Alabama; being more particularly described as follows:

Begin at an iron pin found at the Northeast corner of Lot 57A of a Resurvey of Lots 57 and 58 Greystone 8th Sector, as recorded in Map Book 26 on Page 120, in the Office of the Judge of Probate, Shelby County, Alabama, said point also being the Southwest right-of-way line of Castlehill Road, in said Greystone 8th Sector; thence run in a Southeasterly direction along the Northeast line of Lot 57A for a distance of 65.95 feet to an iron pin found; thence turn an angle to the left of 116 deg. 06 min. 23 sec. and run in a Northeasterly direction for a distance of 80.74 feet to an iron pin found; thence turn an angle to the left of 78 deg. 42 min. 15 sec. and run in a Northwesterly direction for a distance of 64.91 feet to an iron pin set on the Southeast right-of-way line of said Castlehill Road; thence turn an angle to the left of 105 deg. 54 min. 12 sec. and run in a Southwesterly direction along the Southeast right-of-way line of said Castlehill Road for a distance of 20.01 feet to an iron pin found on a curve to the right having a central angle of 02 deg. 00 min. 54 sec. and a radius of 1,267.11 feet; thence run in a Southwesterly direction along the arc of said curve for a distance of 44.56 feet to the point of beginning; being situated in Shelby County, Alabama.

Founder's Parcel C-2:

Also, a parcel of land situated in the South half of Section 28, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northeast corner of Lot 2, Greystone 9th Sector, as recorded in Map Book 21, on Page 143, in the Office of the Judge of Probate of Shelby County, Alabama, said point also

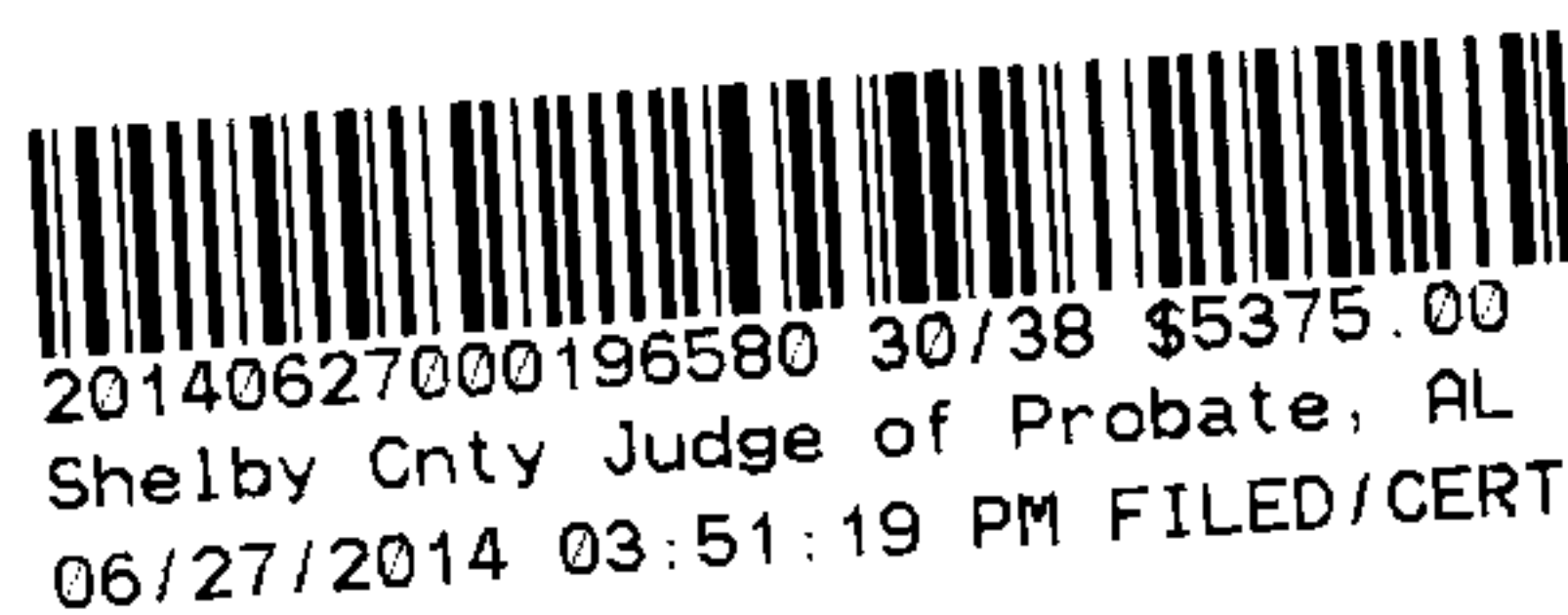


being on the South right-of-way line of Greystone Way, as recorded in said Greystone 9th Sector; thence run in a Northwesterly direction along the North line of said Lot 2 and also the South line of said Greystone Way for a distance of 110.53 feet to a point; thence turn an angle to the right of 90 deg. 00 min. 00 sec. and run in a Northeasterly direction for a distance of 60.00 feet to a point on a curve to the left, having a central angle of 02 deg. 20 min. 08 sec. and a radius of 510.49 feet, said point also being on the North right of way line of said Greystone Way; thence run in a Northwesterly direction along the North line of said Greystone Way for a distance of 20.81 feet to the point of beginning; said point of beginning also being on the North right of way line of said Greystone Way; thence turn an angle to the right from the chord of said curve of 114 deg. 32 min. 26 sec. and run in a Northeasterly direction for a distance of 537.97 feet to a point; thence turn an angle to the left of 79 deg. 39 min. 20 sec. and run in a Northwesterly direction for a distance of 85.75 feet to a point; thence turn an angle to the left of 141 deg. 22 min. 27 sec. and run in a Southeasterly direction for a distance of 39.43 feet to a point; thence turn an angle to the right of 31 deg. 30 min. 12 sec. and run in a Southwesterly direction for a distance of 58.48 feet to a point; thence turn an angle to the right of 13 deg. 26 min. 12 sec. and run in a Southwesterly direction for a distance of 86.05 feet to a point; thence turn an angle to the right of 06 deg. 40 min. 17 sec. and run in a Southwesterly direction for a distance of 385.36 feet to a point; thence turn an angle to the right of 36 deg. 12 min. 53 sec. and run in a Southwesterly direction for a distance of 87.77 feet to a point; thence turn an angle to the left of 39 deg. 20 min. 52 sec. and run in a Southwesterly direction for a distance of 29.65 feet to a point; thence turn an angle to the right of 31 deg. 45 min. 15 sec. and run in a Southwesterly direction for a distance of 68.94 feet to a point; thence turn an angle to the left of 51 deg. 59 min. 06 sec. and run in a Southwesterly direction for a distance of 47.39 feet to a point; thence turn an angle to the right of 22 deg. 25 min. 45 sec. and run in a Southwesterly direction for a distance of 40.51 feet to a point on a curve to the right, having a central angel of 05 deg. 50 min. 16 sec. and a radius of 510.49 feet, said point also being on the North right of way line of said Greystone Way; thence turn an angle to the left to the chord of said curve of 159 deg. 41 min. 43 sec. and run in a Northeasterly direction along the arc of said curve for a distance of 52.01 feet to a point, said point also being on the North right of way of said Greystone Way; thence turn an angle to the left from the chord of said curve of 65 deg. 45 min. 54 sec. and run in a Northerly direction for a distance of 45.27 feet to a point; thence turn an angle to the right of 90 deg. 30 min. 37 sec. and run in a Northeasterly direction for a distance of 54.84 feet to a point; thence turn an angle to the right of 75 deg. 19 min. 12 sec. and run in a Southeasterly direction for a distance of 26.03 feet to a point on a curve to the right, having a central angle of 24 deg. 10 min. 53 sec. and a radius of 510.49 feet, said point also being on the North right of way line of said Greystone Way; thence turn an angle to the left to the chord of said curve of 77 deg. 50 min. 26 sec. and run along the arc of said curve in a Northeasterly direction for a distance of 215.45 feet to the point of beginning; being situated in Shelby County, Alabama.

Founder's Parcel C-3:

Also, a parcel of land situated in the South ½ of Section 28, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northeast corner of Lot 2, Greystone 9th Sector, as recorded in Map Book 21, on Page 143, in the Office of the Judge of Probate, Shelby County, Alabama, said point also



being on the South right of way line of Greystone Way, as recorded in said Greystone 9th Sector; thence run in a Northwesterly direction along the North line of said Lot 2 and also along the South line of said Greystone Way for a distance of 110.53 feet to a point; thence turn an angle to the right of 90 deg. 00 min. 00 sec. and run in a Northeasterly direction for a distance of 60.00 feet to a point on a curve to the left, having a central angle of 02 deg. 20 min. 08 sec. and a radius of 510.49 feet, said point also being on the North right of way line of said Greystone Way; thence run in a Northwesterly direction along the North line of said Greystone Way for a distance of 20.81 feet to a point on the North right of way line of said Greystone Way; thence turn an angle to the right from the chord of said curve of 114 deg. 32 min. 26 sec. and run in a Northeasterly direction for a distance of 537.97 feet to a point; thence turn an angle to the left of 79 deg. 39 min. 20 sec. and run in a Northwesterly direction for a distance of 55.02 feet to the point of beginning; thence turn an angle to the right of 44 deg. 04 min. 17 sec. and run in a Northerly direction for a distance of 5.33 feet to a point; thence turn an angle to the left of 21 deg. 54 min. 12 sec. and run in a Northwesterly direction of 35.51 feet to a point; thence turn an angle to the left of 17 deg. 05 min. 52 sec. and run in a Northwesterly direction for a distance of 44.16 feet to a point; thence turn an angle to the left of 07 deg. 31 min. 23 sec. and run in a Northwesterly direction for a distance of 83.35 feet to a point; thence turn an angle to the right of 90 deg. 15 min. 36 sec. and run in a Northeasterly direction for a distance of 5.67 feet to a point; thence turn an angle to the left of 24 deg. 05 min. 41 sec. and run in a Northeasterly direction for a distance of 33.43 feet to a point; thence turn an angle to the left of 59 deg. 41 min. 39 sec. and run in a Northwesterly direction for a distance of 22.67 feet to a point; thence turn an angle to the left of 66 deg. 09 min. 58 sec. and run in a Southwesterly direction for a distance of 34.93 feet to a point; thence turn an angle to the right of 59 deg. 44 min. 36 sec. and run in a Northwesterly direction for distance of 78.78 feet to a point; thence turn an angle to the left of 83 deg. 02 min. 50 sec. and run in a Southwesterly direction for a distance of 20.80 feet to a point; thence turn an angle to the left of 94 deg. 35 min. 48 sec. and run in a Southeasterly direction for a distance of 298.28 feet to a point of beginning; being situated in Shelby County, Alabama.

Legacy Course Legal Description

The Legacy Course consists of the Legacy Parcel A and Legacy Parcel B (less and except Legacy Excluded Parcel 1 and Legacy Excluded Parcel 2 described below) situated in the Southwest quarter of Section 14 and the East one-half of the Southeast quarter of Section 15 and the Northwest quarter of Section 23 and Section 22, Township 18 South, Range 1 West, Shelby County, Alabama, and in the southwest quarter of Section 22 and in the southeast quarter of Section 21, Township 18S, Range 1W, Shelby County, Alabama, being more particularly described as follows:

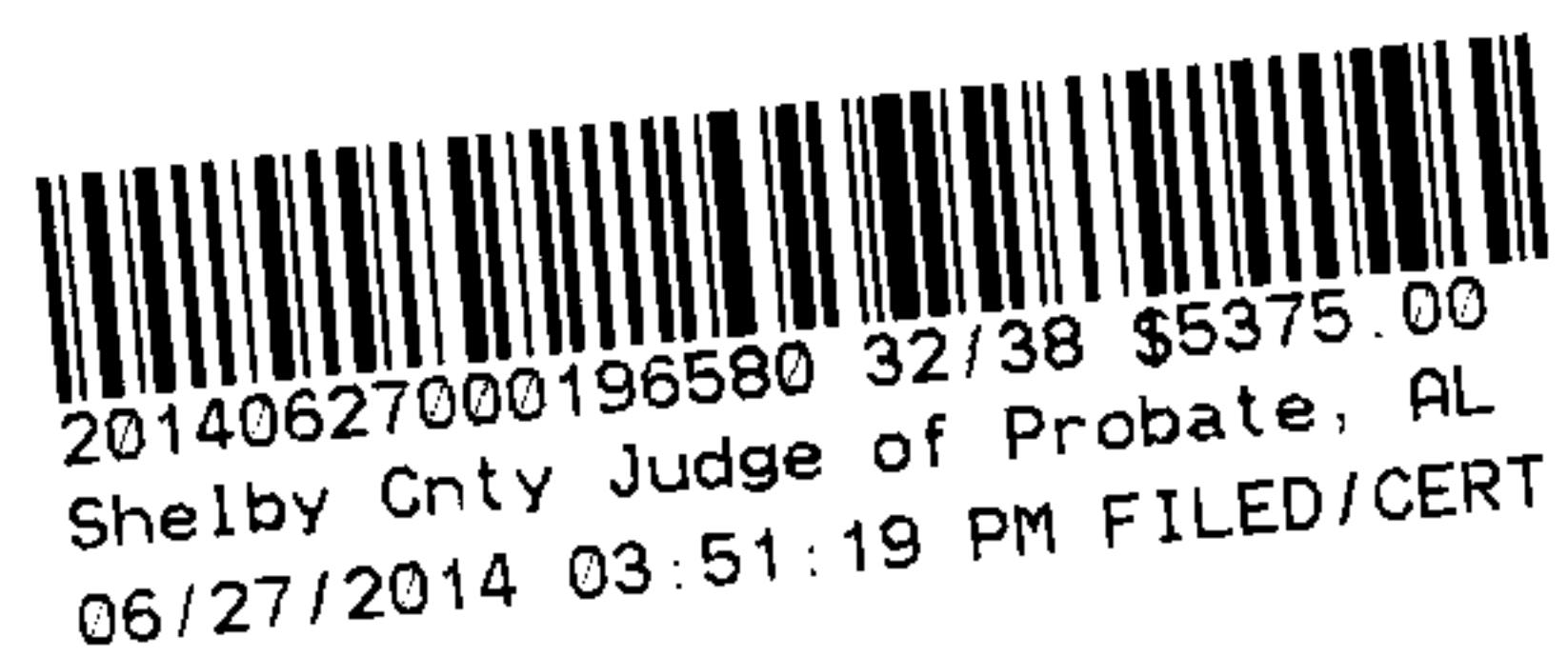
Legacy Parcel A:

Commence at a 5/8 inch rebar found locally accepted to be the Northeast corner of the Southwest quarter of said Section 22; thence run west along the North line of said quarter-quarter section for a distance of 123.50 feet to an iron pin set at the point of beginning; thence continue along last stated course for a distance of 776.34 feet to an iron pin set on a curve to the left, having a central angle of 12 degrees, 15 minutes, 00 seconds and a radius of 855.28 feet, said point being



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on the Southeast right-of-way line of Saddle Creek Trail, a private road in Saddle Creek Farms, as recorded in Map Book 14 on Page 4 & 5 in the Office of the Judge of Probate, Shelby County, Alabama; thence run in a Southwesterly direction along the arc of said curve and also along said Southeast right-of-way line for a distance of 182.86 feet to an iron pin set; thence run tangent to the last stated curve in a Southwesterly direction and along said Southeast right-of-way line for a distance of 136.33 feet to an iron pin set on a curve to the right having a central angle of 12 degrees, 16 minutes, 18 seconds and a radius of 509.54 feet; thence run in a Southwesterly direction along the arc of said curve and also along said Southeast right-of-way line for a distance of 109.13 feet to an iron pin set; thence run tangent to last stated curve in a Southwesterly direction and also along said Southwest right-of-way line for a distance of 427.50 feet to an iron pin set on a curve to the left having a central angle of 46 degrees, 45 minutes, 00 seconds and a radius of 270.77 feet; thence run in a Southwesterly direction along the arc of said curve and also along said Southwest right-of-way line for a distance of 220.93 feet to an iron pin set; thence run tangent to last stated curve in a Southwesterly direction and along said Southeast right-of-way line for a distance of 120.00 feet to an iron pin set on a curve to the right having a central angle of 32 degrees, 30 minutes, 00 seconds and a radius of 364.51 feet; thence run in a Southwesterly direction along the arc of said curve and also along said Southeast right-of-way line for a distance of 206.76 feet to an iron pin set; thence run tangent to last stated curve in a Southwesterly direction and along said Southeast right-of-way line for a distance of 110.00 feet to an iron pin set on a curve to the left having a central angle of 34 degrees, 29 minutes, 30 seconds and a radius of 400.86 feet; thence run in a Southwesterly direction along the arc of said curve and also along said Southeast right-of-way line for a distance of 241.32 feet to an iron pin set; thence run tangent to last stated curve in a Southwesterly direction and along said Southeast right-of-way line for a distance of 361.44 feet to an iron pin set on a curve to the right having a central angle of 15 degrees, 00 minutes, 00 seconds and a radius of 1,843.48 feet; thence run in a Southwesterly direction along the arc of said curve and also along said Southeast right-of-way line for a distance of 482.62 feet to an iron pin set; thence run tangent to last stated curve in a Southwesterly direction and along said Southeast right-of-way line for a distance of 209.12 feet to an iron pin set; thence turn an angle to the left of 91 degrees, 49 minutes, 04 seconds and run in a Southeasterly direction for a distance of 252.94 feet to an iron pin set; thence turn an angle to the left of 12 degrees, 39 minutes, 41 seconds and run in a Southeasterly direction for a distance of 97.95 feet to an iron pin set; thence turn an angle to the right of 23 degrees, 09 minutes, 06 seconds and run in a Southeasterly direction for a distance of 134.22 feet to an iron pin set; thence turn an angle to the left of 84 degrees, 11 minutes, 33 seconds and run in a Northeasterly direction along the Northwest line of Lots 101 - 105 of Greystone Legacy 1st Sector as recorded in Map Book 26 on Pages 79 A, B & C in the Office of the Judge of Probate, Shelby County, Alabama, for a distance of 945.00 feet to an iron pin set; thence turn an angle to the left of 43 degrees, 46 minutes, 29 seconds and run in a Northeasterly direction along the Northwest line of Lots 105 - 107 in said Greystone Legacy 1st Sector for a distance of 289.01 feet to an iron pin set; thence turn an angle to the left of 19 degrees, 21 minutes, 27 seconds and run in a Northeasterly direction along the Northwest line of Lots 107 & 108 in said Greystone Legacy 1st Sector for a distance of 179.29 feet to an iron pin set; thence turn an angle to the right of 38 degrees, 18 minutes, 31 seconds and run in a Northeasterly direction along the Northwest line of said Lot 108 for a distance of 70.00 feet to an iron pin set; thence turn an angle to the right of 51 degrees, 46 minutes, 14 seconds and run in a Southeasterly direction along the Northeast line of Lots 108 - 110 in said Greystone Legacy 1st Sector for a distance of 536.00 feet



to an iron pin set; thence turn an angle to the right of 29 degrees, 14 minutes, 01 seconds and run in a Southeasterly direction along the Northeast line of said Lot 110 for a distance of 179.75 feet to an iron pin set; thence turn an angle to the right of 98 degrees, 22 minutes, 57 seconds and run in a Southwesterly direction along the Southeast line of said Lot 110 for the distance of 34.86 feet to an iron pin set; thence turn an angle to the left of 129 degrees, 50 minutes, 33 seconds and run in a Southeasterly direction for a distance of 272.95 feet to an iron pin set; thence turn an angle to the right of 25 degrees, 29 minutes, 07 seconds and run in a Southeasterly direction for a distance of 89.22 feet to an iron pin set; thence turn an angle to the right of 19 degrees, 21 minutes, 44 seconds and run in a Southeasterly direction for a distance of 102.89 feet to an iron pin set; thence turn an angle to the right of 11 degrees, 25 minutes, 19 seconds and run in a Southeasterly direction for a distance of 84.75 feet to an iron pin set; thence turn an angle to the right of 11 degrees, 10 minutes, 49 seconds and run in a Southeasterly direction for a distance of 89.26 feet to an iron pin set; thence turn an angle to the right of 09 degrees, 32 minutes, 19 seconds and run in a Southeasterly direction for a distance of 43.27 feet to an iron pin set, thence turn an angle to the left of 12 degrees, 42 minutes, 57 seconds and run in a Southeasterly direction for a distance of 38.84 feet to an iron pin set; thence turn an angle to the left of 05 degrees, 59 minutes, 49 seconds and run in a Southeasterly direction for a distance of 58.41 feet to an iron pin set; thence turn an angle to the left of 06 degrees, 07 minutes, 03 seconds and run in a Southeasterly direction for a distance of 62.82 feet to an iron pin set; thence turn an angle to the left of 05 degrees, 32 minutes, 22 seconds and run in a Southeasterly direction for a distance of 64.15 feet to an iron pin set; thence turn an angle to the right of 55 degrees, 50 minutes, 53 seconds and run in a Southwesterly direction for a distance of 129.71 ft. to an iron pin set at the Northwest corner of Lot 151 in said Greystone Legacy 1st Sector; thence turn an angle to the left of 132 degrees, 43 minutes, 48 seconds and run in a Northeasterly direction along the Northwest line of said Lot 151 for a distance of 163.13 feet to an iron pin set; thence turn an angle to the left of 11 degrees, 59 minutes, 40 seconds and run in a Northeasterly direction along the Northwest line of Lots 152 and 153 in said Greystone Legacy 1st Sector for a distance of 226.83 feet to an iron pin set; thence turn an angle to the left of 28 degrees, 18 minutes, 40 seconds and run in a Northeasterly direction along the Northwest line of said Lot 153 for a distance of 56.00 feet to an iron pin set; thence turn an angle to the left of 11 degrees, 25 minutes, 47 seconds and run in a Northeasterly direction along the Northwest line of Lot 154 in said Greystone Legacy 1st Sector for a distance of 121.33 feet to an iron pin set; thence turn an angle to the left of 10 degrees, 35 minutes, 15 seconds and run in a Northeasterly direction along the Northwest line of Lot 155 in said Greystone Legacy 1st Sector for a distance of 216.59 feet to an iron pin set; thence turn an angle to the right of 102 degrees, 15 minutes, 06 seconds and run in a Southeasterly direction along the Northeast line of said Lot 155 for a distance of 207.81 feet to an iron pin set; thence turn an angle to the left of 101 degrees, 56 minutes, 29 seconds and run in a Northeasterly direction along the West right-of-way line of Legacy Drive in said Greystone Legacy 1st Sector for a distance of 313.13 feet to an iron pin set on a curve to the left having a central angle of 04 degrees, 53 minutes, 25 seconds and a radius of 2,000.53 feet; thence run in a Northeasterly direction along the arc of said curve and also along said West right-of-way line for a distance of 170.75 feet to an iron pin set; thence turn an angle from the chord of last stated curve to the left of 92 degrees, 26 minutes, 40 seconds and run in a Southwesterly direction along the South line of Lot 156 in said Greystone Legacy 1st Sector for a distance of 202.26 feet to an iron pin set; thence turn an angle to the right of 94 degrees, 07 minutes, 34 seconds and run in a Northeasterly direction along the Northwest line of said Lot 156 for a distance of 24.77 feet to an iron pin set;


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thence turn an angle to the right of 16 degrees, 50 minutes, 33 seconds and run in a Northeasterly direction along the Northwest line of said Lot 156 for a distance of 199.78 feet to an iron pin set; thence turn an angle to the right of 07 degrees, 12 minutes, 08 seconds and run in a Northeasterly direction along the Northwest line of said Lot 156 for a distance of 68.10 feet to an iron pin set; thence turn an angle to the right of 56 degrees, 41 minutes, 59 seconds and run in a Northeasterly direction along the Northwest line of said Lot 156 for a distance of 80.21 feet to an iron pin set; thence turn an angle to the left of 137 degrees, 26 minutes, 36 seconds and run in a Northwesterly direction along the Southwest line of Lot 157 in said Greystone Legacy 1st Sector for a distance of 111.65 feet to a iron pin set; thence turn an angle to the left of 36 degrees, 19 minutes, 22 seconds and run in a Northwesterly direction along the Southwest line of said Lot 157 for a distance of 94.80 feet to an iron pin set; thence turn an angle to the left of 00 degrees, 49 minutes, 55 seconds and run in a Northwesterly direction along the Southwest line of said Lot 157 for a distance of 109.59 feet to an iron pin set; thence turn an angle to the left of 55 degrees, 31 minutes, 17 seconds and run in a Southwesterly direction along the Southeast line of said Lot 157 for a distance of 530.53 feet to an iron pin set; thence turn an angle to the right of 86 degrees, 15 minutes, 53 seconds and run in a Northwesterly direction along the Southwest line of said Lots 157 & 158 in said Greystone Legacy 1st Sector for a distance of 499.51 feet to an iron pin set; thence turn an angle to the right of 60 degrees, 52 minutes, 13 seconds and run in a Northwesterly direction along the Southwest line of said Lot 158 for a distance of 131.34 feet to an iron pin set; thence turn an angle to the right of 79 degrees, 39 minutes, 41 seconds and run in a Northeasterly direction along the Northwest line of said Lot 158 for a distance of 856.27 feet to an iron pin set; thence turn an angle to the right of 09 degrees, 33 minutes, 25 seconds and run in a northeasterly direction along the Northwest line of said Lot 158 for a distance of 165.13 feet to an iron pin set on a curve to the right having a central angle of 02 degree, 51 minutes, 54 seconds and a radius of 1,800.00 feet; thence turn an angle to the chord of said curve to the left of 90 degrees, 09 minutes, 33 seconds and run in a Northwesterly direction along the arc of said curve and also along said West right-of-way line for a distance of 90.01 feet to an iron pin set; thence run tangent to last stated curve in a Northwesterly direction for a distance of 65.36 feet to an iron pin set on a curve to the right having a central angle of 11 degrees, 08 minutes, 33 seconds and a radius of 345.46 feet; thence run in a Northerly direction along the arc of said curve for a distance of 67.18 feet to the point of beginning.

Legacy Parcel B:

Begin at a 3/8 inch rebar found locally accepted to be the Southwest corner of the East one-half of the Northeast quarter of said Section 22; thence run East along the South line of said East one-half for a distance of 1,324.55 feet to an iron pin set at the Southeast corner of said East one-half; thence turn an angle to the left of 87 degrees, 08 minutes, 39 seconds and run in a Northeasterly direction for a distance of 300.88 feet to an iron pin set; thence turn an angle to the right of 57 degrees, 34 minutes, 12 seconds and run in a Northeasterly direction for a distance of 428.33 feet to an iron pin set; thence turn an angle to the left of 14 degrees, 20 minutes, 43 seconds and run in a Northeasterly direction for a distance of 843.99 feet to an iron pin set; thence turn an angle to the left of 32 degrees, 44 minutes, 36 seconds and run in a Northeasterly direction for a distance of 948.86 feet to an iron pin set; thence turn an angle to the left of 56 degrees, 46 minutes, 22 seconds and run in a Northwesterly direction for a distance of 414.16 feet to an iron pin set; thence turn an angle to the left of 31 degrees, 18 minutes, 57 seconds and run in a


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Northwesterly direction for a distance of 213.93 feet to an iron pin set; thence turn an angle to the right of 57 degrees, 50 minutes, 00 seconds and run in a Northwesterly direction for a distance of 757.11 feet to an iron pin set; thence turn an angle to the right of 69 degrees, 02 minutes, 08 seconds and run in a Northeasterly direction for a distance of 29.46 feet to an iron pin set on a curve to the right having a central angle of 18 degrees, 47 minutes, 34 seconds and a radius of 367.69 feet; thence run in a Northeasterly direction along the arc of said curve for a distance of 120.60 feet to an iron pin set; thence turn an angle to the left from the tangent of last stated curve of 90 degrees, 00 minutes, 00 seconds and run in a Northwesterly direction for a distance of 192.12 feet to an iron pin set; thence turn an angle to the right of 09 degrees, 02 minutes, 08 seconds and run in a Northwesterly direction for a distance of 886.67 feet to an iron pin set; thence turn an angle to the right of 56 degrees, 01 minutes, 25 seconds and run in a Northeasterly direction for a distance of 37.32 feet to an iron pin set; thence turn an angle to the right of 99 degrees, 04 minutes, 02 seconds and run in a Southeasterly direction for a distance of 269.14 feet to an iron pin set; thence turn an angle to the left of 09 degrees, 39 minutes, 47 seconds and run in a Southeasterly direction for a distance of 393.39 feet to an iron pin set; thence turn an angle to the left of 16 degrees, 34 minutes, 59 seconds and run in a Southeasterly direction for a distance of 236.91 feet to an iron pin set; thence turn an angle to the right of 24 degrees, 01 minute, 29 seconds and run in a Southeasterly direction for a distance of 554.16 feet to an iron pin set; thence turn an angle to the left of 31 degrees, 10 minutes, 59 seconds and run in a Southeasterly direction for a distance of 83.93 feet to an iron pin set; thence turn an angle to the left of 44 degrees, 08 minutes, 32 seconds and run in a Northeasterly direction for a distance of 230.14 feet to an iron pin set; thence turn an angle to the left of 46 degrees, 23 minutes, 05 seconds and run in a Northeasterly direction for a distance of 637.25 feet to an iron pin set; thence turn an angle to the left of 68 degrees, 18 minutes, 58 seconds and run in a Northwesterly direction for a distance of 536.95 feet to an iron pin set; thence turn an angle to the right of 06 degrees, 09 minutes, 19 seconds and run in a Northwesterly direction for a distance of 726.98 feet to an iron pin set; thence turn an angle to the left of 18 degrees, 14 minutes, 08 seconds and run in a Northwesterly direction for a distance of 629.12 feet to an iron pin set; thence turn an angle to the left of 105 degrees, 44 minutes, 26 seconds and run in a Southwesterly direction for a distance of 203.94 feet to an iron pin set; thence turn an angle to the right of 63 degrees, 37 minutes, 43 seconds and run in a Southwesterly direction for a distance of 200.24 feet to an iron pin set; thence turn an angle to the right of 37 degrees, 26 minutes, 07 seconds and run in a Northwesterly direction for a distance of 30.00 feet to an iron pin set; thence turn an angle to the right of 13 degrees, 02 minutes, 31 seconds and run in a Northwesterly direction for a distance of 100.76 feet to an iron pin set; thence turn an angle to the left of 25 degrees, 03 minutes, 16 seconds and run in a Northwesterly direction for a distance of 98.38 feet to an iron pin set; thence turn an angle to the left of 49 degrees, 49 minutes, 47 seconds and run in a Southwesterly direction for a distance of 215.32 feet to an iron pin set; thence turn an angle to the left of 35 degrees, 01 minutes, 57 seconds and run in a Southwesterly direction for a distance of 154.18 feet to an iron pin set; thence turn an angle to the left of 07 degrees, 40 minutes, 08 seconds and run in a Southwesterly direction for a distance of 356.41 feet to an iron pin set; thence turn an angle to the left of 17 degrees, 30 minutes, 25 seconds and run in a Southeasterly direction for a distance of 650.57 feet to an iron pin set; thence turn an angle to the left of 08 degrees, 25 minutes, 02 seconds and run in a Southeasterly direction for a distance of 270.04 feet to an iron pin set; thence turn an angle to the left of 17 degrees, 43 minutes, 29 seconds and run in a Southeasterly direction for a distance of 398.27 feet to an iron pin set; thence turn an angle to the



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right of 45 degrees, 06 minutes, 53 seconds and run in a Southwesterly direction for a distance of 200.70 feet to an iron pin set; thence turn an angle to the left of 26 degrees, 59 minutes, 47 seconds and run in a Southeasterly direction for a distance of 257.41 feet to an iron pin set; thence turn an angle to the right of 18 degrees, 20 minutes, 19 seconds and run in a Southwesterly direction for a distance of 940.49 feet to an iron pin set; thence turn an angle to the right of 03 degrees, 09 minutes, 38 seconds and run in a Southwesterly direction for a distance of 205.56 feet to an iron pin set; thence turn an angle to the right of 23 degrees, 17 minutes, 23 seconds and run in a Southwesterly direction for a distance of 198.26 feet to an iron pin set; thence turn an angle to the right of 12 degrees, 18 minutes, 43 seconds and run in a Southwesterly direction for a distance of 243.40 feet to an iron pin set; thence turn an angle to the right of 17 degrees, 28 minutes, 26 seconds and run in a Southwesterly direction for a distance of 50.00 feet to an iron pin set; thence turn an angle to the right of 13 degrees, 48 minutes, 05 seconds and run in a Southwesterly direction for a distance of 246.01 feet to an iron pin set; thence turn an angle to the right of 20 degrees, 11 minutes, 39 seconds and run in a Northwesterly direction for a distance of 197.67 feet to an iron pin set; thence turn an angle to the right of 06 degrees, 34 minutes, 33 seconds and run in a Northwesterly direction for a distance of 150.00 feet to an iron pin set; thence turn an angle to the left of 13 degrees, 35 minutes, 34 seconds and run in a Southwesterly direction for a distance of 466.08 feet to an iron pin set; thence turn an angle to the right of 93 degrees, 02 minutes, 31 seconds and run in a Northerly direction for a distance of 169.59 feet to an iron pin set on a curve to the right having a central angle of 02 degrees, 48 minutes, 12 seconds and a radius of 497.97 feet; thence turn an angle to the left to the chord of said curve of 91 degrees, 52 minutes, 05 seconds and run in a Westerly direction along the arc of said curve for a distance of 24.36 feet to an iron pin set; thence run tangent to last stated curve in a Westerly direction for a distance of 596.98 feet to an iron pin set on a curve to the right having a central angle of 06 degrees, 37 minutes, 36 seconds and a radius of 893.19 feet; thence run in a Northwesterly direction along the arc of said curve for a distance of 103.30 feet to an iron pin set; thence run tangent to last stated curve in a Northwesterly direction for a distance of 174.59 feet to an iron pin set on a curve to the left having a central angle of 40 degrees, 03 minutes, 19 seconds and a radius of 295.00 feet; thence run in a Northwesterly to Southwesterly direction along the arc of said curve for a distance of 206.23 feet to an iron pin set on a compound curve to the left having a central angle of 47 degrees, 18 minutes, 16 seconds and a radius of 333.85 feet; thence run in a Southwesterly direction along the arc of said curve for a distance of 275.63 feet to an iron pin set; thence run tangent to last stated curve in a Southwesterly direction for a distance of 164.07 feet to an iron pin set on a curve to the left having a central angle of 25 degrees, 37 minutes, 38 seconds and a radius of 245.01 feet; thence run in a Southwesterly to Southeasterly direction along the arc of said curve for a distance of 109.59 feet to an iron pin set; thence run tangent to last stated curve in a Southeasterly direction for a distance of 115.58 feet to an iron pin set on a curve to the right having a central angle of 43 degrees, 43 minutes, 46 seconds and a radius of 468.15 feet; thence run in a Southeasterly to Southwesterly direction along the arc of said curve for a distance of 357.30 feet to an iron pin set; thence run tangent to last stated curve in a Southwesterly direction for a distance of 39.51 feet to an iron pin set; thence turn an angle to the right of 90 degrees, 00 minutes, 00 seconds and run in a Northwesterly direction for a distance of 55.00 feet to an iron pin set; thence turn an angle to the left of 90 degrees, 00 minutes, 00 seconds and run in a Southwesterly direction for a distance of 54.39 feet to an iron pin set; thence turn an angle to the right of 81 degrees, 33 minutes, 04 seconds and run in a Southwesterly direction for a distance of



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48.75 feet to an iron pin set; thence turn an angle to the left of 65 degrees, 34 minutes, 20 seconds and run in a Southwesterly direction for a distance of 103.91 feet to an iron pin set; thence turn an angle to the left of 10 degrees, 30 minutes, 08 seconds and run in a Southwesterly direction for a distance of 63.73 feet to an iron pin set; thence turn an angle to the left of 28 degrees, 51 minutes, 04 seconds and run in a Southerly direction for a distance of 48.39 feet to an iron pin set; thence turn an angle to the left of 94 degrees, 02 minutes, 53 seconds and run in an Easterly direction for a distance of 323.64 feet to an iron pin set; thence turn an angle to the right of 14 degrees, 59 minutes, 29 seconds and run in a Southeasterly direction for a distance of 154.22 feet to an iron pin set; thence turn an angle to the left of 66 degrees, 39 minutes, 08 seconds and run in a Northeasterly direction for a distance of 452.11 feet to an iron pin set; thence turn an angle to the right of 09 degrees, 01 minutes, 56 seconds and run in a Northeasterly direction for a distance of 139.64 feet to an iron pin set; thence turn an angle to the left of 11 degrees, 54 minutes, 55 seconds and run in a Northeasterly direction for a distance of 205.10 feet to an iron pin set; thence turn an angle to the right of 83 degrees, 53 minutes, 42 seconds and run in a Southeasterly direction for a distance of 129.02 feet to an iron pin set; thence turn an angle to the left of 25 degrees, 59 minutes, 52 seconds and run in a Southeasterly direction for a distance of 69.01 feet to an iron pin set; thence turn an angle to the right of 21 degrees, 36 minutes, 56 seconds and run in a Southeasterly direction for a distance of 380.92 feet to an iron pin set; thence turn an angle to the right of 65 degrees, 33 minutes, 41 seconds and run in a Southerly direction for a distance of 408.30 feet to the point of beginning.

LESS AND EXCEPT LEGACY EXCLUDED PARCEL I:

Commence at a 3/8 inch rebar found locally accepted to be the Southwest corner of the East one-half of the Northeast quarter of said Section 22; thence run East along the South line of said East one-half for a distance of 1,324.55 feet to an iron pin set at the Southeast corner of said East one-half; thence turn an angle to the left of 87 degrees, 08 minutes, 39 seconds and run in a Northeasterly direction for a distance of 300.88 feet to an iron pin set; thence turn an angle to the right of 01 degree, 42 minutes, 25 seconds and run in a Northeasterly direction for a distance of 563.28 feet to an iron pin set at the point of beginning; thence turn an angle to the right of 74 degrees, 50 minutes, 50 seconds and run in a Northeasterly direction for a distance of 64.04 feet to an iron pin set; thence turn an angle to the left of 14 degrees, 18 minutes, 19 seconds and run in a Northeasterly direction for a distance of 241.08 feet to an iron pin set; thence turn an angle to the right of 00 degrees, 40 minutes, 46 seconds and run in a Northeasterly direction for a distance of 133.81 feet to an iron pin set; thence turn an angle to the left of 18 degrees, 47 minutes, 25 seconds and run in a Northeasterly direction for a distance of 195.09 feet to an iron pin set; thence turn an angle to the left of 17 degrees, 44 minutes, 46 seconds and run in a Northeasterly direction for a distance of 165.43 feet to an iron pin set; thence turn an angle to the left of 02 degrees, 12 minutes, 09 seconds and run in a Northeasterly direction for a distance of 152.83 feet to an iron pin set; thence turn an angle to the left of 98 degrees, 59 minutes, 38 seconds and run in a Northwesterly direction for a distance of 99.03 feet to an iron pin set; thence turn an angle to the right of 24 degrees, 26 minutes, 58 seconds and run in a Northwesterly direction for a distance of 117.33 feet to an iron pin set; thence turn an angle to the right of 78 degrees, 32 minutes, 53 seconds and run in a Northeasterly direction for a distance of 60.27 feet to an iron pin set; thence turn an angle to the left of 99 degrees, 43 minutes, 40 seconds and run in a Northwesterly direction for a distance of 161.47 feet to an iron pin set;



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thence turn an angle to the left of 07 degrees, 07 minutes, 13 seconds and run in a Northwesterly direction for a distance of 179.67 feet to an iron pin set; thence turn an angle to the left of 92 degrees, 57 minutes, 04 seconds and run in a Southwesterly direction for a distance of 244.10 feet to an iron pin set; thence turn an angle to the left of 70 degrees, 50 minutes, 58 seconds and run in a Southeasterly direction for a distance of 79.87 feet to an iron pin set; thence turn an angle to the right of 90 degrees, 00 minutes, 00 seconds and run in a Southwesterly direction for a distance of 190.81 feet to an iron pin set; thence turn an angle to the left of 02 degrees, 54 minutes, 50 seconds and run in a Southwesterly direction for a distance of 348.66 feet to an iron pin set; thence turn an angle to the left of 35 degrees, 57 minutes, 05 seconds and run in a Southeasterly direction for a distance of 93.34 feet to the point of beginning.

LESS AND EXCEPT LEGACY EXCLUDED PARCEL II:

A parcel of land situated in the Southwest $\frac{1}{4}$ of Section 14, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of said Southwest $\frac{1}{4}$ and run in a Southeasterly direction for a distance of 102.56 feet to a point on a curve to the right, having a central angle of 06 deg. 50 min. 18 sec. and a radius of 401.10 feet, said point also being on the South right of way line of proposed Legacy Drive; thence turn an angle to the left to the chord of said curve of 86 deg. 32 min. 26 sec. and run in a Northeasterly direction along the arc of said curve and also along the South right of way line of said proposed Legacy Drive for a distance of 47.87 feet to a point; thence run tangent to last stated curve in a Northeasterly direction along the South line of said proposed Legacy Drive for a distance of 176.46 feet to a point on a curve to the right, having a central angle of 14 deg. 16 min. 17 sec. and a radius of 655.33 feet; thence run along the arc of said curve in a Northeasterly direction and also along the South right of way line of said proposed Legacy Drive for a distance of 163.23 feet to the point of beginning; thence turn an angle to the right from the chord of said curve of 100 deg. 33 min. 31 sec. and run in a Southwesterly direction along the West line of Lot 819 in proposed Greystone Legacy 8th Sector for a distance of 189.91 feet to a point; thence turn an angle to the left of 37 deg. 50 min. 11 sec. and run in a Southeasterly direction along the Southwest line of said proposed Lot 819 for a distance of 131.38 feet to a point; thence turn an angle to the left of 102 deg. 49 min. 45 sec. and run in a Northeasterly direction along the Southeast line of said Lot 819 for a distance of 70.45 feet to a point; thence turn an angle to the right of 57 deg. 56 min. 44 sec. and run in a Southeasterly direction along the South line of said Lot 819 for a distance of 72.06 feet to a point; thence turn an angle to the right of 05 deg. 39 min. 02 sec. and run in a Southeasterly direction along the South line of Lot 818 in said proposed Greystone Legacy 8th Sector for a distance of 150.31 feet to a point at the Southeast corner of said Lot 818; thence turn an angle to the left of 170 deg. 42 min. 52 sec. and run in a Northwesterly direction for a distance of 278.28 feet to a point; thence turn an angle to the right of 73 deg. 20 min. 34 sec. and run in a Northeasterly direction for a distance of 175.65 feet to a point on a curve to the left, said point also being on the South right of way line of said Legacy Drive, having a central angle of 08 deg. 58 min. 56 sec. and a radius of 655.33 feet; thence run in a Northwesterly to Southwesterly direction along the South right of way line of said Legacy Drive for a distance of 102.74 feet to the point of beginning; being situated in Shelby County, Alabama.



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