


UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional) Kaye Scholer LLP
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div><div>Kaye Scholer LLP 250 West 55th Street New York, New York 10019 Attention: Stephen Gliatta, Esq.</div></div>


20151009000354210 1/11 \$49.00
Shelby Cnty Judge of Probate, AL
10/09/2015 09:06:46 AM FILED/CERT

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	1a. ORGANIZATION'S NAME MATRIX BIRMINGHAM, LLC			
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 1201 Route 112, Port Jefferson Station		CITY New York	STATE AL	POSTAL CODE 11776
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	2a. ORGANIZATION'S NAME			
	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME RIALTO MORTGAGE FINANCE, LLC			
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 600 Madison Avenue		CITY New York	STATE NY	POSTAL CODE 10022
			COUNTRY USA	

4. COLLATERAL: This financing statement covers the following collateral:

The property covered by this Financing Statement is more particularly described in Schedule A attached hereto and made a part hereof, said property being located at the premises described in Exhibit A attached hereto and made a part hereof.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA: Filed with Shelby County, AL Rialto - Meadowbrook (50709/0018) 663032026.pdf	

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

MATRIX BIRMINGHAM, LLC


OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX


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10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. ☒ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:
☐ covers timber to be cut ☐ covers as-extracted collateral ☒ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:
See Exhibit A.

SCHEDULE A

TO UCC FINANCING STATEMENT

Debtor: **MATRIX BIRMINGHAM, LLC**, a Delaware limited liability company

Secured Party: **RIALTO MORTGAGE FINANCE, LLC**, a Delaware limited liability company

This Financing Statement covers the following property, rights, interests and estates now owned, or hereafter acquired by Debtor (collectively, the "**Property**");

(a) **Land**. The real property described in **Exhibit A** attached hereto and made a part hereof (the "**Land**");

(b) **Additional Land**. All additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of the Security Instrument;

(c) **Improvements**. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (the "**Improvements**");

(d) **Easements**. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(e) **Fixtures and Personal Property**. All machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures, inventory and goods) and all other property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements (collectively, the "**Personal Property**"), and the right, title and interest of Debtor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the State or States where any of the Property is located (the "**Uniform Commercial Code**"), superior in lien to the lien of the Security Instrument and all proceeds and products of the above;



(f) Leases and Rents. All leases, subleases, rental agreements, and other agreements, whether or not in writing, affecting the use, enjoyment or occupancy of the Land and/or the Improvements heretofore or hereafter entered into and all extensions, amendments and modifications thereto, whether before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code (the "Leases") and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, any guaranties of the lessees' obligations thereunder, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, payments in connection with any termination, cancellation or surrender of any Lease, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and/or the Improvements whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code and all proceeds from the sale or other disposition of the Leases (the "Rents") and the right to receive and apply the Rents to the payment of the Debt;

(g) Condemnation Awards. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

(h) Insurance Proceeds. All proceeds of and any unearned premiums on any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;

(i) Tax Certiorari. All refunds, rebates or credits in connection with a reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

(j) Conversion. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims;

(k) Rights. The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Secured Party in the Property;

(l) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or respecting any business or activity conducted on the Land and any part thereof and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Debtor thereunder;

(m) Intangibles. All trade names, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

(n) Accounts. All accounts, account collateral, reserves, escrows and deposit accounts maintained by Debtor with respect to the Property including, without limitation, the Clearing Account and the Cash Management Account, and all complete securities, investments, property and financial assets held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof;

(o) Causes of Action. All causes of action and claims (including, without limitation, all causes of action or claims arising in tort, by contract, by fraud or by concealment of material fact) against any Person for damages or injury to the Property or in connection with any transactions financed in whole or in part by the proceeds of the Loan ("**Cause of Action**"); and

(p) Other Rights. Any and all other rights of Debtor in and to the items set forth in Subsections (a) through (o) above.

The following terms shall have the respective meanings set forth below (such meaning to be equally applicable to the singular and plural forms of the terms defined, as the context may require):

"Bankruptcy Code" shall mean Title 11 U.S.C. § 101 et seq., and the regulations adopted and promulgated pursuant thereto (as the same may be amended from time to time).

"Cash Management Account" shall have the meaning set forth in the Cash Management Agreement (as defined below).

"Cash Management Agreement" shall mean that certain Cash Management Agreement, dated as of the Closing Date (as defined below), between Secured Party and Debtor, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time.

"Clearing Account" shall have the meaning set forth in the Cash Management Agreement.

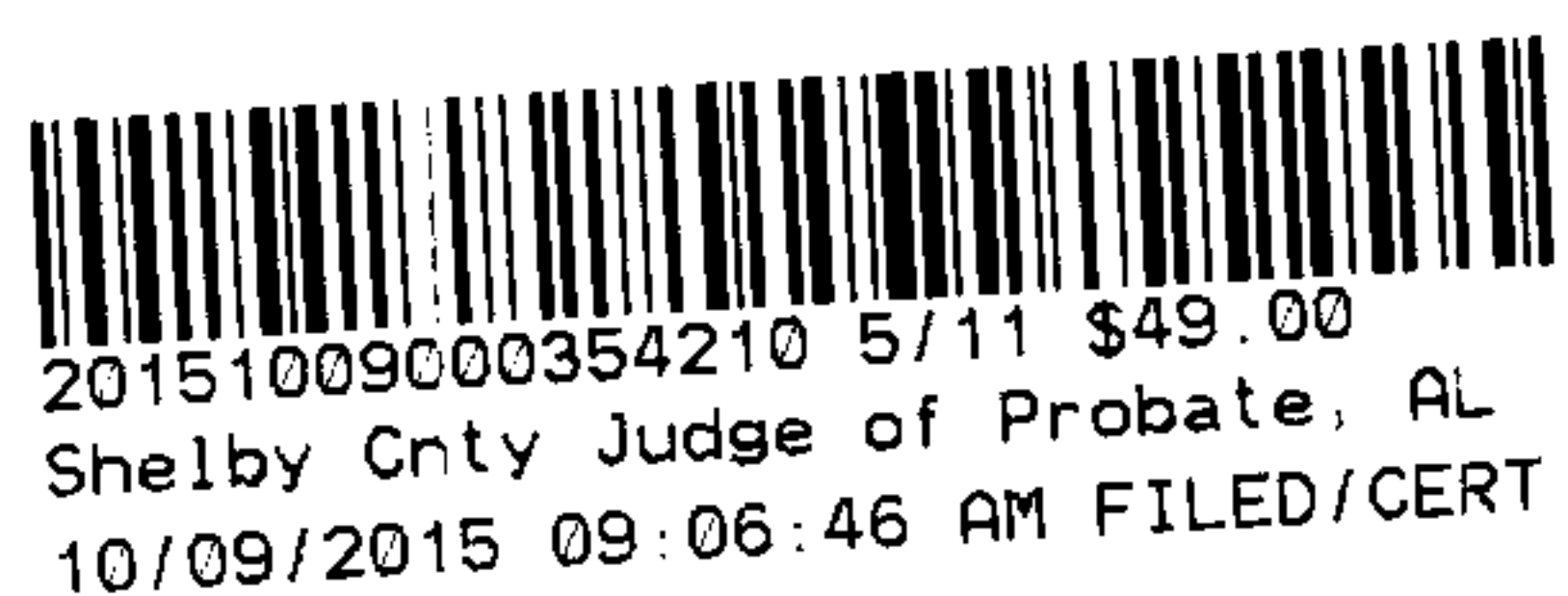
"Closing Date" shall mean October 2, 2015, the date of the funding of the Loan (as defined below).

"Debt" shall mean the Outstanding Principal Balance (as defined below), together with all interest accrued and unpaid thereon and all other sums payable to Secured Party in respect of the Loan under the Note (as defined below), the Loan Agreement (as defined below), the Security Instrument (as defined below) or any other Loan Document (as defined below).

"Loan" shall mean the loan in the original principal amount of up to THIRTY FIVE MILLION AND NO/100 DOLLARS (\$35,000,000), made by Secured Party to Debtor pursuant to the Loan Agreement.

"Loan Agreement" shall mean that certain Loan Agreement, dated as of the Closing Date by and between Debtor and Secured Party, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time.

"Loan Documents" shall mean, collectively, the Loan Agreement, the Note, the Security Instrument and all other documents, agreements, certificates and instruments now or thereafter executed and/or delivered in connection with the Loan.



"Note" shall mean that certain Promissory Note, dated as of the Closing Date in the original principal amount of the Loan, made by Debtor in favor of Secured Party, as the same may be amended, restated, replaced, extended, renewed, supplemented, severed, split, or otherwise modified from time to time.

"Outstanding Principal Balance" shall mean, as of any date, the outstanding principal balance of the Loan.

"Person" shall mean any individual, corporation, partnership, joint venture, limited liability company, estate, trust, unincorporated association, any federal, State (as defined below), county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.

"Security Instrument" shall mean that certain Mortgage, Assignment of Leases and Rents, Fixture Filing and Security Agreement, dated as of Closing Date, executed and delivered by Debtor as security for the Loan and encumbering the Property, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time.

"State" shall mean the State or Commonwealth in which the Property or any part thereof is located.



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Exhibit A
Legal Description

Real property in the City of Hoover, County of Shelby, State of Alabama, described as follows:

Parcel A:

#100 Corporate Parkway:

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

Commence at the Southeast corner of the Southwest 1/4 of the Southeast 1/4 of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama and run North 0 degrees 00 minutes East (assumed) along the East line of said 1/4-1/4 section a distance of 1115.12 feet to a point on the Southeasterly right-of-way line of U.S. Highway #280; thence South 83 degrees 13 minutes 57 seconds West along the Southeasterly right-of-way line of U.S. Highway #280 a distance of 1634.70 feet to the point of beginning; thence continue South 83 degrees 13 minutes 57 seconds West along the Southeasterly right-of-way line of U.S. Highway #280 a distance of 454.02 feet to a point, said point being the Northeasterly corner of Lot 2, Meadow Brook Corporate Park South Phase II, as recorded in Map Book 12, Page 10, in the Probate Office of Shelby County, Alabama; thence South 12 degrees 44 minutes 50 seconds East along the property boundary of said Lot 2 a distance of 349.64 feet to a point; thence South 30 degrees 56 minutes 48 seconds East along the property boundary of said Lot 2 a distance of 410.33 feet to the Easternmost corner of said Lot 2, said point lying on the Northwesterly boundary of Lot 5, of said Meadow Brook Corporate Park South Phase II; thence North 48 degrees 41 minutes 24 seconds East along the property boundary of said Lot 5 a distance of 338.18 feet to a point; thence South 67 degrees 18 minutes 52 seconds East along the property boundary of said Lot 5 a distance of 155.00 feet to the Southwesternmost corner of Lot B of said Meadow Brook Corporation Park South Phase II; thence North 17 degrees 08 minutes 54 seconds East along the property boundary of said Lot B a distance of 271.26 feet to a point on a curve to the right having a radius of 79.00 feet, a central angle of 44 degrees 46 minutes 15 seconds and a chord bearing of North 31 degrees 42 minutes 24 seconds West, said point also lying on the boundary of Lake #1; thence along the arc of said curve and the property boundary of said Lot B and Lake #1 a distance of 61.73 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve North 9 degrees 19 minutes 16 seconds West along the property boundary of said Lot B and Lake #1 a distance of 6.32 feet to the P.C. (point of curve) of a curve to the left having a radius of 166.73 feet, a central angle of 31 degrees 56 minutes 11 seconds and a chord bearing of North 25 degrees 17 minutes 22 seconds West; thence along the arc of said curve and the property boundary of said Lot B and Lake #1 a distance of 92.94 feet to the P.R.C. (point of reverse curve) of a curve to the right having a radius of 104.23 feet, a central angle of 69 degrees 19 minutes 18 seconds and a chord bearing of North 6 degrees 35 minutes 48 seconds West; thence along the arc of said curve and the property boundary of said Lot B and Lake #1 a distance of 126.11 feet to a point; thence South 82 degrees 52 minutes 32 seconds West along the property boundary of said Lot B a distance of 218.94 feet to a point; thence North 7 degrees 06 minutes 23 seconds West along the property boundary of said Lot B a distance of 93.53 feet to the point of beginning.

#500 Corporate Parkway:

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

Commence at the Southeast corner of the Southwest 1/4 of the Southeast 1/4 of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama and run North 0 degrees 00 minutes East (assumed) along the East line of said 1/4-1/4 section a distance of 1115.12 feet to a point on the Southeasterly right-of-way line of U.S. Highway #280; thence South 83 degrees 13 minutes 57 seconds West along the Southeasterly right-of-way line of U.S. Highway #280 a distance of 2088.72 feet to the point of beginning; thence continue South 83 degrees 13 minutes 57 seconds West along the Southeasterly right-of-way line of U.S. Highway #280 a distance of 131.99 feet to a point; thence South 85 degrees 55 minutes 53 seconds West along the Southeasterly right-of-way line of U.S. Highway #280 a distance of 29.50 feet to a point, said point being the Northeasterly corner of Lot 3, Meadow Brook Corporate Park South Phase II, as recorded in Map Book 12, Page 10 in the Probate Office of Shelby County,

Alabama; thence South 2 degrees 59 minutes 04 seconds East along the property boundary of said Lot 3 a distance of 76.61 feet to a point; thence South 42 degrees 56 minutes 25 seconds West along the property boundary of said Lot 3 a distance of 118.96 feet to a point; thence South 24 degrees 56 minutes 21 seconds West along the property boundary of said Lot 3 a distance of 102.08 feet to a point; thence North 73 degrees 49 minutes 03 seconds West along the property boundary of said Lot 3 a distance of 172.38 feet to a point; thence South 15 degrees 33 minutes 08 seconds West along the property boundary of said Lot 3 a distance of 53.70 feet to a point; thence south 65 degrees 56 minutes 15 seconds West along the property boundary of said Lot 3 a distance of 80.92 feet to a point; thence North 80 degrees 03 minutes West along the property boundary of said Lot 3 a distance of 43.53 feet to a point on the Southeasterly right-of-way line of Meadow Brook Drive, said point also lying on a curve to the right having a radius of 724.15 feet, a central angle of 16 degrees 03 minutes 04 seconds and a chord bearing of South 15 degrees 39 minutes 59 seconds West; thence along the arc of said curve and the Southeasterly right-of-way line of Meadow Brook Drive a distance of 202.87 feet to the Northernmost corner of Lot 1 of said Meadow Brook Corporate Park South Phase II; thence South 66 degrees 13 minutes 43 seconds East along the property boundary of said Lot 1 a distance of 49.59 feet to a point; thence South 6 degrees 04 minutes 09 seconds East along the property boundary of said Lot 1 a distance of 196.54 feet to a point; thence South 17 degrees 11 minutes 22 seconds East along the property boundary of said Lot 1 a distance of 94.02 feet to a point on the Northerly right-of-way line of Corporate Parkway; thence North 71 degrees 36 minutes 10 seconds East along the right-of-way line of Corporate Parkway a distance of 184.57 feet to the P.C. (point of curve) of a curve to the right having a radius of 460.00 feet, a central angle of 56 degrees 17 minutes and a chord bearing of South 80 degrees 15 minutes 18 seconds East; thence along the arc of said curve and the right-of-way line of Corporate Parkway a distance of 451.87 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve South 52 degrees 06 minutes 46 seconds East along the right-of-way line of Corporate Parkway a distance of 124.95 feet to a point, said point being the Westernmost corner of Lot 5 of said Meadow Brook Corporate Park South Phase II; thence North 31 degrees 41 minutes 55 seconds East along the property boundary of said Lot 5 a distance of 237.30 feet to the Southernmost corner of Lot 4 of said Meadow Brook Corporate Park South Phase II; thence North 30 degrees 56 minutes 48 seconds West along the property boundary of said Lot 4 a distance of 410.33 feet to a point; thence North 12 degrees 44 minutes 50 seconds West along the property boundary of said Lot 4 a distance of 349.64 feet to the point of beginning.

Together with the following permanent, non-exclusive easement for ingress and egress across a portion of Lot B, according to the Map and Survey of Meadow Brook Corporate Park South, Phase II, as recorded in Map Book 12, Page 10, in the Probate Office Of Shelby County, Alabama, which is more particularly described as follows:

Commence at the Southeast corner of the S.W. 1/4 of the S.E. 1/4 of Section 31, Township 18 South, Range 1 West; thence Northerly along the East line of said 1/4-1/4 section a distance of 1115.12 feet to the point of intersection of said East line with the Southerly right-of-way line of U.S. Highway No. 280; thence 96 degrees 46 minutes 03 seconds to the left in a Southwesterly direction along said highway right-of-way line a distance of 1634.70 feet to a point; thence 90 degrees 20 minutes 30 seconds to the left in a Southerly direction a distance of 93.57 feet to a point; thence 90 degrees 00 minutes to the left in an Easterly direction a distance of 219.00 feet to a point on the boundary of Lake #1, said point being on a curve to the left having a radius of 104.23 feet and a central angle of 69 degrees 10 minutes 29 seconds; thence 125 degrees 11 minutes 31 seconds to the right (angle measured to tangent) and along the arc of said curve along the boundary of Lake #1 a distance of 125.84 feet to the P.R.C. (point of reverse curve) of a curve to the right having a radius of 166.73 feet and a central angle of 31 degrees 56 minutes 11 seconds; thence along the arc of said curve and along the boundary of Lake #1 a distance of 92.94 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Southerly direction along the boundary of Lake #1 a distance of 6.32 feet to the P.C. (point of curve) of a curve to the left having a radius of 79.00 feet and a central angle of 44 degrees 46 minutes 15 seconds; thence along the arc of said curve and along the boundary of Lake #1 a distance of 61.73 feet to a point; thence 71 degrees 03 minutes 07 seconds to the right (angle measured to tangent) in a Southwesterly direction a distance of 210.98 feet to the point of beginning; thence 84 degrees 26 minutes 03 seconds to the left in a Southeasterly direction a distance of 71.55 feet to a point on the Northwesterly line of Corporate Parkway; said point being on a curve to the left having a radius of 385.00 feet and a central angle of 9 degrees 02 minutes; thence 86 degrees 11 minutes 20 seconds to the right (angle measured to tangent) in a Southwesterly direction along Northwesterly line of Corporate Parkway and along the arc of said curve a distance of 60.70 feet to a point; thence 102 degrees 50 minutes 39 seconds to the right (angle measured to tangent) in a Northwesterly direction a distance of 74.49 feet to a point; thence 84 degrees 26 minutes 03 seconds to the right in a Northeasterly direction a distance of 60.28 feet to the point of beginning; being situated in Shelby County, Alabama.

Together with the following permanent, non-exclusive easement appurtenant to Parcel A over the following described Real Estate for the purpose of installing underground sewer lines, to-wit:

A 15 foot wide easement for sanitary sewer across Lot B created pursuant to a Sewer line Easement Agreement dated September 28, 1989, and recorded in Book 258, page 800 and also recorded in the Map of Meadow Brook Corporate Park South, Phase II, as recorded in Map Book 12, Page 10 in the Probate Office of Shelby County, Alabama, said easement also being described by metes and bounds and lying 7.50 feet on each side of a centerline being located as follows: Commence at the Southeast corner of the S.W. 1/4 of the S.E. 1/4 of Section 31, Township 18 South, Range 1 West; thence Northerly along the East line of said 1/4-1/4 section a distance of 1115.12 feet to the point of intersection of said East line with the Southerly right-of-way line of U.S. Highway #280; thence 96 degrees 46 minutes 03 seconds to the left in a Southwesterly direction along said highway right-of-way line a distance of 1634.70 feet to a point; thence 90 degrees 20 minutes 30 seconds to the left in a Southerly direction a distance of 93.57 feet to a point; thence 90 degrees 00 minutes to the left in an Easterly direction a distance of 219.00 feet to a point on the boundary of Lake #1, said point being on a curve to the left having a radius of 104.23 feet and a central angle of 69 degrees 10 minutes 29 seconds; thence 125 degrees 11 minutes 31 seconds to the right (angle measured to tangent) and along the arc of said curve along the boundary of Lake #1 a distance of 125.84 feet to the P.R.C. (point of reverse curve) of a curve to the right having a radius of 166.73 feet and a central angle of 31 degrees 56 minutes 11 seconds; thence along the arc of said curve and along the boundary of Lake #1 a distance of 92.94 feet to the P.T. (point of tangent) of said curve thence in the tangent to said curve in a Southerly direction along the boundary of Lake #1 a distance of 6.32 feet to the P.C. (point of curve of a curve to the left having a radius of 79.00 feet and a central angle of 44 degrees 46 minutes 15 seconds; thence along the arc of said curve and along the boundary of Lake #1 a distance of 61.73 feet to a point; thence 71 degrees 03 minutes 07 seconds to the right (angle measured to tangent) in a Southwesterly direction a distance of 86.00 feet to the point of beginning; thence 84 degrees 26 minutes 03 seconds to the left in a Southeasterly direction a distance of 98.00 feet, more or less, to a point on the Northwesterly line of Corporate Parkway, said point being the point of ending of said centerline.

Parcel B:

(#300 Corporate Parkway):

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

Commence at the Southeast corner of the S.W. 1/4 of the S.E. 1/4 of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama and run North 0 degrees 00 minutes East (assumed) along the East line of said 1/4-1/4 section a distance of 1115.12 feet to a point on the Southeasterly right-of-way line of U.S. Highway #280; thence South 83 degrees 13 minutes 57 seconds West along the Southeasterly right-of-way line of U.S. Highway #280 a distance of 2088.72 feet to the Northwesternmost corner of Lot 4, Meadow Brook Corporate Park South Phase II, as recorded in Map Book 12, Page 10 in the Probate Office of Shelby County, Alabama, said point also being the Northeasternmost corner of Lot 2 of said subdivision; thence South 12 degrees 44 minutes 50 seconds East along the common boundary of said Lots 2 and 4 a distance of 349.64 feet to a point; thence South 30 degrees 56 minutes 48 seconds East along the common boundary of said Lots 2 and 4 a distance of 410.33 feet to the Southernmost corner of said Lot 4, said point being the point of beginning of the parcel herein described; thence North 48 degrees 41 minutes 24 seconds East along the property boundary of said Lot 4 a distance of 338.18 feet to a point; thence South 67 degrees 18 minutes 52 seconds East along the property boundary of said Lot 4 and its extension, being the property boundary of Lot B of said Meadow Brook Corporate Park South Phase II, a distance of 229.49 feet to a point on the Westerly right-of-way line of Corporate Parkway, said point lying on a curve to the left having a radius of 385.00 feet, a central angle of 17 degrees 47 minutes 46 seconds and a chord bearing of South 0 degrees 56 minutes 13 seconds West; thence along the arc of said curve and the right-of-way line of Corporate Parkway a distance of 119.58 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve South 7 degrees 57 minutes 41 seconds East along the right-of-way line of Corporate Parkway a distance of 150.16 feet to the P.C. (point of curve) of a curve to the right having a radius of 240.00 feet, a central angle of 124 degrees 59 minutes 24 seconds and a chord bearing of South 54 degrees 32 minutes 01 seconds West; thence along the arc of said curve and the right-of-way line of Corporate Parkway a distance of 523.56 feet to the P.C.C. (point of compound curve) of a curve to the right having a radius of 1150.00 feet, a central angle of 10 degrees 51 minutes 31 seconds and a chord bearing of North 57 degrees 32 minutes 31 seconds West; thence along the arc of said curve and the right-of-way

line of Corporate Parkway a distance of 217.95 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve North 52 degrees 06 minutes 46 seconds West along the right-of-way line of Corporate Parkway a distance of 100.00 feet to the Southernmost corner of Lot 2 of said Meadow Brook Corporate Park South Phase II; thence North 31 degrees 41 minutes 55 seconds East along the property boundary of said Lot 2 a distance of 237.30 feet to the point of beginning.

Together with the following Easement Appurtenant to Parcel B:

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

Parcel C:

(#1200 Corporate Drive):

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

Commence at the Southeast corner of the S.W. 1/4 of the S.E. 1/4 of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama, and run North 0 degrees 00 minutes East (assumed) along the East line of said 1/4-1/4 section a distance of 1115.12 feet to a point on the Southeasterly right-of-way line of U.S. Highway #280; thence South 83 degrees 13 minutes 57 seconds West a distance of 877.24 feet along the Southeasterly right-of-way line of U.S. Highway #280 to its intersection with the Easterly right-of-way line of Corporate Parkway; thence South 6 degrees 44 minutes 08 seconds East a distance of 19.02 feet along the right-of-way line of Corporate Parkway to the P.C. (point of curve) of a curve to the right having a radius of 850.00 feet, a central angle of 8 degrees 43 minutes 02 seconds and a chord bearing of South 2 degrees 22 minutes 37 seconds East; thence along the arc of said curve and the right-of-way line of Corporate Parkway a distance of 129.32 feet to a point; thence North 88 degrees 01 minutes 06 seconds West along the right-of-way line of Corporate Parkway a distance of 8.50 feet to a point on a curve to the right having a radius of 496.50 feet, a central angle of 38 degrees 18 minutes 40 seconds and a chord bearing of South 21 degrees 08 minutes 14 seconds West; thence along the arc of said curve and the right-of-way line of Corporate Parkway a distance of 331.99 feet to a point; thence South 49 degrees 42 minutes 26 seconds East along the right-of-way line of Corporate Parkway a distance of 8.50 feet to a point; thence South 40 degrees 17 minutes 34 seconds West along the right-of-way line of Corporate Parkway a distance of 68.74 feet to the point of intersection of the Southwesterly right-of-way line of Corporate Drive, said point being the point of beginning of the parcel herein described; thence continue South 40 degrees 17 minutes 34 seconds West along the right-of-way line of Corporate Parkway a distance of 126.26 feet to the P.C. (point of curve) of a curve to the left having a radius of 230.00 feet, a central angle of 38 degrees 57 minutes 06 seconds and a chord bearing of South 20 degrees 49 minutes 01 seconds West; thence along the arc of said curve and the right-of-way line of Corporate Parkway a distance of 156.36 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve South 1 degrees 20 minutes 28 seconds West along the right-of-way line of Corporate Parkway a distance of 230.53 feet to the P.C. (point of curve) of a curve to the right having a radius of 373.84 feet, a central angle of 34 degrees 32 minutes 50 seconds and a chord bearing of South 18 degrees 36 minutes 53 seconds West; thence along the arc of said curve and the right-of-way line of Corporate Parkway a distance of 225.41 feet to a point, said point being the Northwestern corner of Lot 11-C, Meadow Brook Corporate Park South Phase II Resurvey of Lot 11, as recorded in Map Book 13, Page 82 in the Probate Office of Shelby County, Alabama; thence South 66 degrees 40 minutes 05 seconds East along the property boundary of said Lot 11-C a distance of 34.21 feet to the P.C. (point of curve) of a curve to the left having a radius of 125.02 feet, a central angle of 52 degrees 11 minutes 16 seconds and a chord bearing of North 87 degrees 14 minutes 17 seconds East; thence along the arc of said curve and the property boundary of said Lot 11-C a distance of 113.87 feet to the P.C.C. (point of compound curve) of a curve to the left having a radius of 227.76 feet, a central angle of 4 degrees 55 minutes 10 seconds and a chord bearing of North 58 degrees 41 minutes 04 seconds East; thence along the arc of said curve and the property boundary of said Lot 11-C a

distance of 19.56 feet to a point; thence North 83 degrees 01 minutes 13 seconds East along the property boundary of said Lot 11-C a distance of 67.87 feet to the Northernmost corner of Lot 11-C, said point lying along the boundary of Lake "E", said point also lying on a curve to the right having a radius of 120.00 feet, a central angle of 76 degrees 00 minutes 05 seconds and a chord bearing of North 55 degrees 09 minutes 48 seconds East; thence along the arc of said curve and the boundary of said lake a distance of 159.18 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve South 86 degrees 50 minutes 10 seconds East along the boundary of said lake a distance of 93.53 feet to the P.C. (point of curve) of a curve to the left having a radius of 250.00 feet, a central angle of 81 degrees 02 minutes 03 seconds and a chord bearing of North 52 degrees 38 minutes 49 seconds East; thence along the arc of said curve and the boundary of said lake a distance of 353.58 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve North 12 degrees 07 minutes 48 seconds East along the boundary of said lake a distance of 42.92 feet to the P.C. (point of curve) of a curve to the left having a radius of 390.00 feet, a central angle of 23 degrees 39 minutes 54 seconds and a chord bearing of North 00 degrees 17 minutes 51 seconds East; thence along the arc of said curve and the boundary of said lake a distance of 161.08 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve North 11 degrees 32 minutes 06 seconds West along the boundary of said lake a distance of 23.19 feet to the P.C. (point of curve) of a curve to the left having a radius of 145.00 feet, a central angle of 3 degrees 05 minutes 17 seconds and a chord bearing of North 13 degrees 04 minutes 45 seconds West; thence along the arc of said curve and the boundary of said lake a distance of 7.82 feet to a point on the Southerly right-of-way line of Corporate Drive; thence South 83 degrees 16 minutes 55 seconds West along the right-of-way line of Corporate Drive a distance of 63.77 feet to the P.C. (point of curve) of a curve to the right having a radius of 338.21 feet, a central angle of 36 degrees 53 minutes 28 seconds and a chord bearing of North 78 degrees 16 minutes 21 seconds West; thence along the arc of said curve and the Southwesterly right-of-way line of Corporate Drive a distance of 217.76 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve North 59 degrees 49 minutes 34 seconds West along the Southwesterly right-of-way line of Corporate Drive a distance of 250.26 feet to the point of beginning.

Together with the following easement Appurtenant to Parcel C:


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

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

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

APN:

Parcel ID - 03-9-31-0-002-019.003 Lot 4 (Parcel A);
Parcel ID - 03-9-31-0-002-019.004 Lot 2 (Parcel A);
Parcel ID - 03-9-31-0-002-019-010 Lot 5 (Parcel B); and
Parcel ID - 03-9-31-0-002-019.007 Lot 1 (Parcel C)


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Shelby Cnty Judge of Probate, AL
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