


**Prepared By, And After
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Shelby Cnty Judge of Probate, AL
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STATE OF ALABAMA)
:
SHELBY COUNTY)

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

THIS IS A FUTURE ADVANCE MORTGAGE

THIS INSTRUMENT IS BEING FILED AS AND SHALL CONSTITUTE A MORTGAGE AND A FINANCING STATEMENT FILED AS A FIXTURE FILING IN ACCORDANCE WITH ALABAMA CODE SECTION 7-9A-502 AND SHOULD BE CROSS-INDEXED IN THE INDEX OF FIXTURE FILINGS. DEBTOR IS THE RECORD OWNER OF THE PROPERTY DESCRIBED HEREIN. THE NAMES AND ADDRESSES OF DEBTOR ("MORTGAGOR" HEREIN) AND THE SECURED PARTY ("LENDER" HEREIN) ARE SET FORTH IN THE FIRST PARAGRAPH OF THE MORTGAGE.

THIS MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (this "Mortgage") is made as of October 27, 2015, by **2700 CORPORATE DRIVE, LLC**, an Alabama limited liability company (the "Mortgagor"), whose address is 5395 Emery Way, Suite 200, Hoover, Alabama 35244, in favor of **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association (together with its successors and assigns, the "Lender"), whose address is 420 North 20th Street, 6th Floor, Birmingham, Alabama 35203, Attn: Hank Patterson.

Lender is making a Loan to Mortgagor in the aggregate principal amount of \$10,080,000.00 (the "Loan") pursuant to a Loan Agreement of even date herewith between Mortgagor and Lender (together with all amendments, modifications, extensions, refinancings, renewals, consolidations, substitutions, and replacements thereof, collectively, the "Loan Agreement"), as evidenced by a promissory note of even date herewith in said amount (together with all amendments, modifications, extensions, refinancings, renewals, consolidations, substitutions, and replacements thereof, collectively, the "Note"). The Loan Agreement, the Note, this Mortgage and all other documents executed in connection with the consummation of the Loan or the Indebtedness (as defined below) are referred to herein, collectively, as the "Loan Documents."

NOW, THEREFORE, in consideration of the Loan and the promises and covenants contained herein and in the Loan Documents, and in order to secure the payment of the Indebtedness (as defined herein), and any extensions or renewals thereof and further to secure the performance of the covenants, conditions and agreements hereinafter set forth, Mortgagor hereby does irrevocably grant, bargain, sell, convey, assign, alien, remise, release and confirm to Lender, and to its successors and assigns, in fee simple, with right of entry and possession and power of sale as provided below, and grants to Lender a security interest in, all of Mortgagor's right, title and interest in and to the following (collectively, the "Mortgaged Property"):

(A) All that tract or parcel or parcels of land and estates more particularly described on Exhibit A attached hereto and made a part hereof (the "Land");

(B) All buildings, structures and improvements now or hereafter erected on the Land (the "Improvements");

(C) All fixtures, fittings, building materials, machinery, inventory, equipment, furniture and furnishings and other goods of every nature whatsoever now or hereafter owned by the Mortgagor and used or intended to be used in connection with, or with the operation of, the Land or Improvements (except household goods of the Mortgagor not acquired with the proceeds of any amount secured hereby), including all extensions, additions, improvements, betterments, renewals, substitutions and replacements and accessions to any of the foregoing, whether such fixtures, fittings, building materials, machinery, inventory, equipment, furniture, furnishings and goods actually are located on or adjacent to the Land or not, and whether in storage or otherwise, and wheresoever the same may be located (collectively, the "FF&E");

(D) All estates, rights, titles, interests, tenements, hereditaments, privileges, easements, rights-of-way, and appurtenances of any kind appertaining to or benefiting the Land, all means of access to and from the Land, whether public or private, and all water, air, and mineral rights;

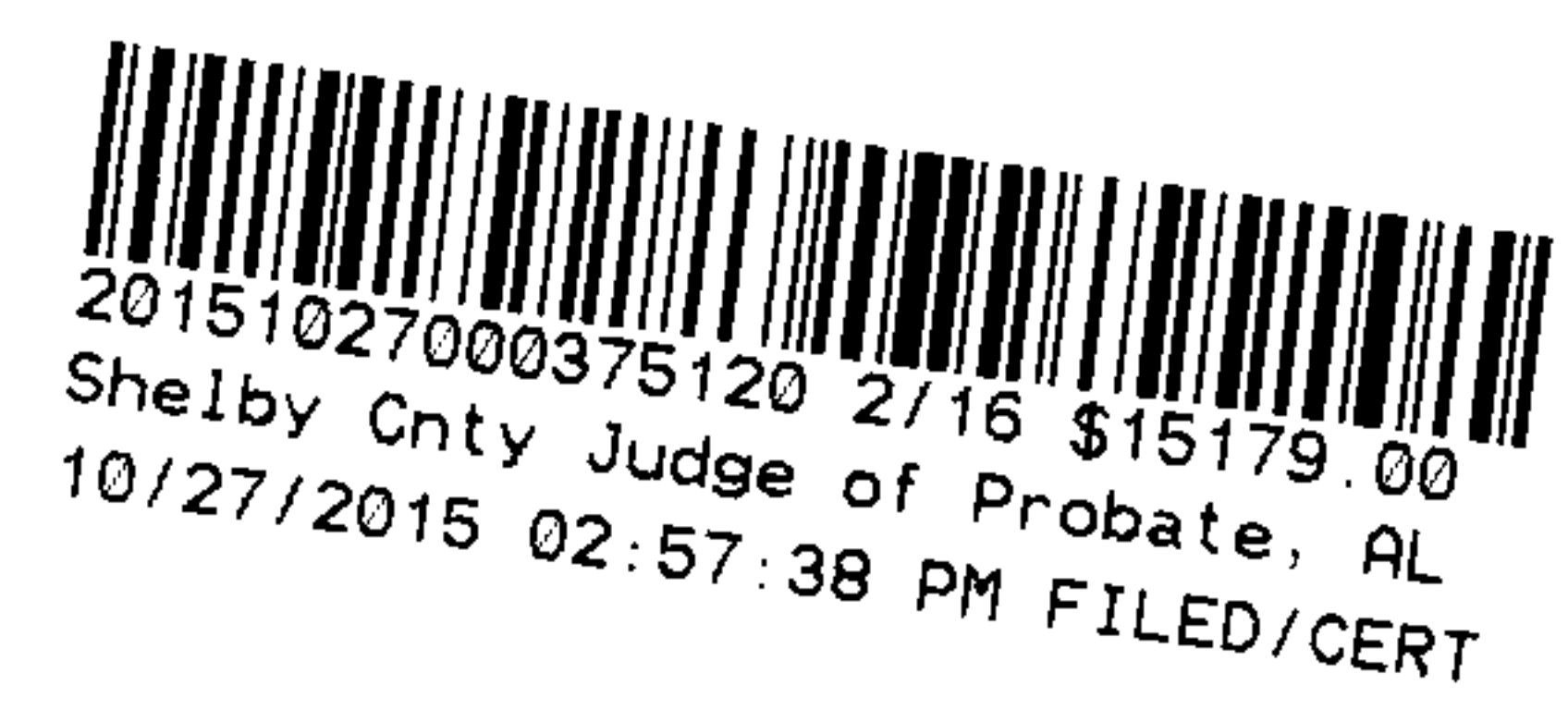
(E) Any and all licenses, development permits, building permits, utility supply agreements, sewer and water discharge permits and agreements, all construction contracts, architectural services contracts, management contracts, leasing agent contracts, purchase and sales contracts, put or other option contracts, and all other licenses, permits, contracts and agreements relating to the use, development, occupancy, operation, management or sale of or construction of improvements on the Land and Improvements, whether now or hereafter issued or executed, and all modifications, amendments, replacements or re-issuances of the foregoing;

(F) All accounts, accounts receivable, contract rights, chattel paper, notes, drafts, acceptances, and all other debts, obligations and liabilities in whatever form owing to Mortgagor, documents, policies and certificates of insurance, choses in action, instruments, securities, investment property, cash, and general intangibles, arising or resulting from or used in connection with or with the operation of the Land or Improvements, whether now or hereafter existing or arising or acquired;

(G) All the existing and future rents, revenues, royalties, issues, income and profits of the Mortgaged Property that arise from its use or occupancy, including, without limitation, security deposits and advance rentals (herein together called the "Rents") and all leases, subleases or management, leasing or occupancy agreements pertaining to the Land or the Improvements (herein together called the "Leases");

(H) All awards or payments, including interest thereon, that may heretofore or hereafter be made with respect to the Land, the Improvements, or the FF&E, whether from the exercise of the right of eminent domain or condemnation (including any transfer made in lieu of or in anticipation of the exercise of such right), or for a change of grade, or for any other injury to or decrease in the value of the Land, the Improvements, or the FF&E, and all proceeds of, and any unearned premiums on, any insurance policies covering the Land, the Improvements, or the FF&E, 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 Land, the Improvements, or the FF&E;

(I) All proceeds and products, cash or non-cash (including, but not limited to, all insurance, contract and tort proceeds and all inventory, accounts, chattel paper, documents, instruments, equipment, fixtures, consumer goods and general intangibles acquired with cash proceeds of any of the property described above) of any of the foregoing types or items of property described in subparagraphs (A), (B), (C), (D), (E), (F), (G), or (H) above.



This instrument secures the Indebtedness. As used herein, "Indebtedness" shall mean: (1) the payment of all amounts now or hereafter becoming due and payable under the Note or any of the other Loan Documents or any amendments, modifications, extensions, refinancings, renewals, consolidations, substitutions, and replacements, collectively, of the Note or any of the Loan Documents, including the principal amount of the Loan, all interest, all other reasonable fees, charges and costs (including reasonable attorneys' fees and disbursements) payable under the Note or any of the Loan Documents; (2) the observance and performance by Mortgagor of all of the provisions of the Loan Documents; (3) the payment of all sums advanced or paid by Lender in exercising any of its rights, powers or remedies under the Loan Documents, and all interest on such sums provided for herein or therein; and (4) all other present or future indebtedness of Mortgagor to Lender whenever borrowed or incurred, whether or not reasonably contemplated by the parties hereto as of the date hereof, including future advances, but the total amount secured by this Mortgage shall not exceed the principal amount provided above plus all interest, costs, reimbursements, fees and expenses due. 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. The term "Indebtedness" is used herein in its most comprehensive sense and includes any and all advances, debts, obligations and liabilities of Borrower, or any of them, heretofore, now or hereafter made, incurred or created, whether voluntary or involuntary and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, and whether any of the Borrowers may be liable individually or jointly with others, or whether recovery upon such Indebtedness may be or hereafter becomes unenforceable.

TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof unto Lender and to its successors and assigns forever, subject however to the terms and conditions contained herein;

PROVIDED, HOWEVER, that these presents are upon the condition that, if the Indebtedness shall be paid, at the times and in the manner stipulated in the Note or any other of the Loan Documents and Mortgagor shall perform and observe or cause to be performed and observed all the covenants and promises contained in the Note, this Mortgage and all other Loan Documents, and any amendments, modifications, extensions, refinancings, renewals, consolidations, substitutions, and replacements thereof, all without fraud or delay, then this Mortgage, and all the properties, interests, and rights hereby granted, bargained, sold, and conveyed, shall cease, terminate and be void, but shall otherwise remain in full force and effect.

MORTGAGOR WARRANTS AND REPRESENTS that Mortgagor is lawfully seized of the Mortgaged Property, in fee simple absolute, that Mortgagor has the legal right to convey and encumber the same, and that the Mortgaged Property is free and clear of all liens and encumbrances. Mortgagor further warrants and will forever defend all and singular the Mortgaged Property and title thereto to Lender and Lender's successors and assigns, against the lawful claims of all persons whomsoever. If Mortgagor is an individual, Mortgagor represents and warrants that the Mortgaged Property is not the homestead of Mortgagor or Mortgagor's spouse.

ARTICLE I COVENANTS OF MORTGAGOR

Mortgagor covenants and agrees with Lender as follows:

1.1 Performance of Loan Documents. Mortgagor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Mortgagor's obligations under this Mortgage and the other Loan Documents.

1.2 Further Assurances; After Acquired Property. Mortgagor will execute and deliver to Lender on demand and at Mortgagor's expense any documents, additional mortgages and instruments as

may be reasonably required or desired by Lender to effectuate, complete, perfect, continue and preserve the lien of this Mortgage as a first lien upon all the Mortgaged Property. The lien hereof will automatically attach, without further act, to all after-acquired property attached to, made a part of or substituted for any of the Mortgaged Property.

1.3 Assignment of Leases and Rents.

(a) Mortgagor hereby absolutely and presently assigns to Lender all Rents and Leases. Mortgagor shall have the right under a revocable license from Lender to continue collecting the Rents until the occurrence of an Event of Default under this Mortgage, at which point Mortgagor's license shall automatically terminate. Nothing herein shall render Lender liable under any existing or future Leases, regardless of the collection of Rents thereunder, for any of the covenants or agreements of Mortgagor under such Leases.

(b) Mortgagor will not enter into any Leases, other than Qualified Leases (as herein defined), without Lender's prior approval of the form and content of such Lease. Mortgagor shall not, without the prior written consent of Lender, which consent shall not be unreasonably withheld and which consent shall be deemed to have been given if Lender does not respond within thirty (30) days of Mortgagor's written request for consent: (i) receive or collect Rents not yet due under the terms of any of the Leases; (ii) waive or release any obligation of any tenant under the Leases or any party liable under the Leases; (iii) except upon default by the tenant under a Lease, cause or permit any cancellation, termination or surrender of any of the Leases, or commence any proceedings for dispossession of any tenant under any of the Leases; or (iv) change, alter or modify any of the Leases. Mortgagor will perform all covenants of the lessor under the Leases.

(c) As used herein, the term "Qualified Lease" means (1) existing Leases as of the date of this Mortgage (unless modified without Lender's consent) and (2) future Leases that either Lender approves in writing or that meet the following criteria: (i) the proposed lease provides a rental rate and annual rent escalations customary for comparable leased space in the Applicable Market; (ii) the proposed lease does not have a free or reduced rent period that exceeds the customary free or reduced rent periods for comparable leased space in the Applicable Market; (iii) the proposed lease is written on a lease form previously approved by Lender and provides, in a manner approved by Lender, that the lease is junior and subordinate to the lien of this Mortgage, and that the tenant will recognize as its lessor any person succeeding to the interest of Mortgagor upon any foreclosure of this Mortgage; and (iv) the proposed lease has a lease term of not more than five years after the Maturity Date defined in the Note. As used herein, the term "Applicable Market" means the market for commercial office property in Jefferson and Shelby Counties, Alabama of the same class as the Mortgaged Property. Lender shall not be responsible for monitoring whether the Leases are Qualified Leases and shall have no liability to Mortgagor or any other person if Mortgagor enters into Leases that are not Qualified Leases. Lender, by failing to object to any Lease or by exercising rights with respect to any Leases, shall not be deemed to waive any default or Event of Default (including without limitation defaults due to entering into a Lease that is not a Qualified Lease) resulting from Mortgagor entering into a Lease that is not a Qualified Lease.

1.4 Security Agreement; Fixture Filing. This Mortgage shall constitute a security agreement with respect to any of the Mortgaged Property that constitutes personal property and/or fixtures (collectively, the "Personal Property Collateral"), and Lender shall have all the rights of a secured party under the Uniform Commercial Code as enacted in Alabama as amended from time to time. The mailing addresses of Mortgagor (debtor) and Lender (secured party) are as stated on the first page of this Mortgage. As provided under Article 9 of the Uniform Commercial Code, this Mortgage, upon being filed for record in the real property records of the County where the Land is located, shall operate also as a "fixture filing" and financing statement upon such of the Personal Property Collateral which are or may become fixtures.

1.5 Transfer/Encumbrance Prohibited. Mortgagor shall not, without Lender's prior written consent, sell, transfer, convey, mortgage, assign, grant a lien upon or security interest in, or otherwise encumber the Mortgaged Property or any interest in the Mortgaged Property (including any interest as

joint tenant or tenant-in-common), 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. If the Mortgaged Property, or any part thereof or any interest therein, is sold, transferred, conveyed or encumbered in any manner, voluntarily or involuntarily without Lender's prior written consent, then such sale, transfer, conveyance, or encumbrance shall constitute a default under this Mortgage and Lender, at its option, may declare the entire principal indebtedness plus accrued interest due and payable. If 25% or more of the common stock or membership interest of Mortgagor shall be sold, conveyed, transferred, assigned or exchanged after the execution and delivery of this Mortgage without Lender's prior written consent, such transfer shall constitute a transfer or conveyance of the Mortgaged Property which is hereby prohibited.

1.6 Compliance with all Laws. Mortgagor 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 Mortgaged Property or any part thereof including, without limitation, all zoning regulations and building codes. Without the prior written consent of Lender, Mortgagor will not seek, make or consent to any change in the zoning or conditions of use of the Mortgaged Property. Mortgagor will comply with and make all payments required under the provisions of any covenants, conditions or restrictions affecting the Mortgaged Property.

1.7 Appraisals, Fees, and Expenses. Mortgagor agrees that Lender may obtain appraisals and reappraisals and perform property evaluations and appraisal reviews of the Mortgaged 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 reasonable fees, expenses and other costs of such appraisals, reappraisals, property evaluations and appraisal reviews shall be paid by Mortgagor; provided, however, that, notwithstanding anything contained in this Section to the contrary, except following an Event of Default, Mortgagor shall not be responsible for the payment of the costs of more than one (1) appraisal, environmental report, and property evaluation in any twelve (12) month period. In addition, Mortgagor shall be responsible for payment of all reasonable fees and expenses of Lender and third parties relating to inspecting the Mortgaged 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.

1.8 Use of the Mortgaged Property. Mortgagor shall not initiate, join in, acquiesce in or consent to any material change in any private restrictive covenant, zoning law, or other public or private restriction that limits or defines the uses of the Mortgaged Property, or grant any easement or right of way with respect to the Mortgaged Property, without Lender's prior written consent. If under applicable zoning provisions the use of the Mortgaged Property is or shall become a nonconforming use, Mortgagor shall not cause or permit such nonconforming use to be discontinued or abandoned without Lender's prior written consent. Mortgagor shall not change the existing use of the Mortgaged Property or take any steps to convert the Mortgaged Property to a condominium or cooperative form of ownership, without the prior written consent of Lender.

1.9 Performance by Lender. If Mortgagor fails to perform any covenant, condition, term or agreement contained in this Mortgage, or if any action or proceeding of any kind (including but not limited to any bankruptcy, insolvency, arrangement, reorganization or other debtor-relief proceeding) is commenced which might affect Lender's interest in the Mortgaged Property or Lender's right to enforce its security, then Lender may, at its option, take any actions and disburse any sums as may be necessary or desirable to protect or enforce this Mortgage or to remedy the failure of Mortgagor to perform its covenants (without, however, waiving any default of Mortgagor). Mortgagor agrees to pay all reasonable expenses Lender thus incurs (including, without limitation, reasonable fees and disbursements of counsel). Any such expenses incurred by Lender will be additional Indebtedness of Mortgagor to Lender secured by this Mortgage, will bear interest as specified in the Note and will be payable by Mortgagor upon demand. Lender will determine, in its reasonable judgment, the necessity for any such actions and

of the amount to be paid or expended in connection therewith. Lender is hereby empowered to enter and to authorize others to enter upon the Land or any part thereof for the purpose of performing or observing any defaulted covenant, condition, term or agreement hereof, without thereby becoming liable to Mortgagor or any party in possession holding under Mortgagor. This paragraph will not be construed to require Lender to incur any expenses or take any actions.

1.10 Taxes, Utilities and Liens.

(a) Mortgagor will pay promptly when and as due, and will promptly deliver to Lender receipts for the payment of, all taxes, assessments, water rates, dues, charges, fines and impositions of every nature whatsoever levied, assessed or imposed upon or against the Mortgaged Property or any part thereof, or upon the interest of Lender in the Mortgaged Property, as well as all income taxes, assessments and other governmental charges lawfully levied and imposed by any taxing authority upon Mortgagor or in respect of the Mortgaged Property or any part thereof, or any lien or charge which, if unpaid, would become a lien or charge upon the Mortgaged Property.

(b) Mortgagor will promptly pay all charges by utility companies, whether public or private, for electricity, gas, water, sewer or other utilities.

(c) Mortgagor will promptly pay and will not suffer any mechanic's, laborer's, statutory or other lien which might or could be prior to or equal to the lien of the Mortgage to be created or to remain outstanding upon any of the Mortgaged Property.

(d) Intentionally deleted.

(e) If required or requested by Lender at any time following an Event of Default or Lender's reasonable determination that its security is impaired, Mortgagor shall pay on the first day of each month one-twelfth (1/12) of the yearly taxes assessed or imposed upon the Mortgaged Property, as estimated by Lender, in addition to each regular installment of principal and interest. Such amount shall be used by Lender to pay such yearly taxes when due. Such sums shall not draw interest and shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of Lender. Upon demand of Lender, Mortgagor agrees to pay Lender the amount of any deficiency necessary to enable Lender to pay such taxes when due. In the event of an Event of Default hereunder or of a default by Mortgagor under the Note, any other Loan Documents, Lender may apply such sums to the reduction of the Indebtedness secured hereby in any manner selected by Lender, but, unless otherwise agreed by the Lender in writing, no application of tax deposits to the Note or to other Indebtedness secured hereby, shall delay, reduce, alter or otherwise affect any regularly scheduled payment with respect to the Note or the Indebtedness.

1.11 Insurance.

(a) During the entire term of this Mortgage, Mortgagor shall keep the Mortgaged Property insured against loss or damage by fire and other casualties and hazards by insurance written on an "all risks" basis in an amount not less than the replacement cost of the Mortgaged Property, and such other coverages as may be reasonably requested by Lender, by carrier(s), in amounts and in form at all times reasonably satisfactory to Lender, which carrier(s), amounts and form shall not be changed without the prior written consent of Lender. All such policies of insurance shall be issued by insurers qualified, authorized and to transact business in the state where the Land is located. Any failure by Lender to insist on full compliance with the above insurance requirements at closing does not constitute a waiver of Lender's right to subsequently require full compliance with these requirements. In the event of the foreclosure of this Mortgage or any other transfer of title to the Mortgaged Property in extinguishment of the Indebtedness secured hereby, all right, title and interest of Mortgagor in and to all insurance policies then in force shall pass to the purchaser or grantee. All required policies and certificates of insurance shall name Lender as mortgagee and loss payee. Immediately upon any request by Lender, Mortgagor shall deliver to Lender copies of all such policies or certificates, the original endorsement to such policies

naming Lender as mortgagee and loss payee, with receipts evidencing annual prepayment of the premiums.

(b) Mortgagor acknowledges and agrees that if Mortgagor fails to provide any required insurance on the terms set forth herein or in any other Loan Documents, or fails to continue such insurance in force in compliance with the requirements of this Mortgage or any other Loan Documents, Lender may purchase insurance at Mortgagor's expense as provided therein. Such insurance may protect Lender's interests, and may otherwise protect none of, or less than all of, Mortgagor'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. MORTGAGOR 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, MORTGAGOR'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.

(c) Lender is hereby authorized and empowered to reasonably adjust or compromise any loss under any insurance policies on the Mortgaged Property and to collect and receive the proceeds from any such policy or policies. Each insurance company is hereby authorized and directed to make payment for all such losses directly to Lender instead of to Mortgagor and Lender jointly. Lender may apply the insurance proceeds, in its sole discretion, either toward restoring the Mortgaged Property or as a credit on any portion of the Indebtedness secured hereby, or at the option of Lender, such sums either wholly or in part may be paid over to Mortgagor to be used to repair the Mortgaged Property or to construct new improvements or for any other purpose or object satisfactory to Lender without affecting the lien of the Mortgage for the full amount secured hereby before such payment took place. If Lender elects to make any insurance proceeds available for restoration of the Mortgaged Property, Borrower agrees to commence and pursue such restoration diligently, and Lender may withhold any insurance proceeds if Borrower fails to do so. Lender shall not be held responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure.

(d) If required or requested by Lender at any time prior to the satisfaction of the indebtedness secured hereby, Mortgagor shall pay on the first day of each month, in addition to any regular installment of principal and interest and other charges with respect to indebtedness secured hereby, and the monthly tax deposit provided for in Section 1.8 hereof, one-twelfth (1/12) of the yearly premiums for insurance maintained pursuant to the provisions of this Section 1.9. Such amount shall be used by Lender to pay such insurance premiums when due. Such sums shall not draw interest and shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of Lender. Upon demand of Lender, Mortgagor agrees to pay Lender the amount of any deficiency necessary to enable Lender to pay such insurance premiums when due. In the event of an Event of Default hereunder or of a default by Mortgagor under the Note, any other Loan Documents, Lender may apply such sums to the reduction of the Indebtedness secured hereby in any manner selected by Lender, but, unless otherwise agreed by Lender in writing, no application of insurance proceeds to the Note or to other Indebtedness secured hereby, shall delay, reduce, alter or otherwise affect any regularly scheduled payment with respect to the Note or any such other Indebtedness.

1.12 Condemnation. If all or any part of the Mortgaged Property is damaged or taken through condemnation (including any damage or permanent taking by any governmental authority and any transfer by private sale in lieu thereof), the Indebtedness secured hereby shall at the option of Lender become immediately due and payable. Lender shall be entitled to all compensation, awards and other payments or relief thereof and is hereby authorized, at its option, to commence, appear in and prosecute in its own or Mortgagor's name any action or proceeding relating to any condemnation. Mortgagor assigns to Lender all such compensation, awards, damages, claims, rights of action and proceeds and the right thereto. After deducting all its reasonable expenses, including reasonable attorney's fees, Lender may release any condemnation proceeds received by it without affecting the lien of this Mortgage or may apply the same in such manner as Lender shall determine to the payment of the Indebtedness, and any

balance of such moneys then remaining shall be paid to Mortgagor. Mortgagor agrees to execute such further assignments of any compensations, awards, damages, claims, rights of action and proceeds as Lender may require.

1.13 Care of the Property. Mortgagor will preserve and maintain the Mortgaged Property in good condition and repair and will not commit or suffer any waste and will not do or suffer to be done anything which will increase the risk of fire or other hazard to the Mortgaged Property or any part thereof or which might invalidate any insurance carried on the Mortgaged Property. Except as otherwise provided herein, no buildings, fixtures, personal property or other part of the Mortgaged Property shall be removed, demolished or substantially altered without the prior written consent of Lender. If all or any part of the Mortgaged Property shall be damaged by fire or other casualty, Mortgagor will give immediate written notice of the same to Lender and will promptly restore the Mortgaged Property to the equivalent of its original condition, regardless of whether insurance proceeds exist, are made available or are sufficient; provided, however, if insurance proceeds, if any, have been paid to Lender, Borrower shall not be required to restore the Mortgaged Property as aforesaid unless Lender has elected to apply any net proceeds held by Lender from the casualty in question toward restoring the Mortgaged Property, as allowed under Paragraph 1.11(c). If any part of the Mortgaged Property shall be physically damaged through condemnation, Mortgagor will promptly restore, repair or alter the remaining property in a manner satisfactory to Lender; provided, however, if condemnation proceeds, if any, have been paid to Lender, Borrower shall not be required to restore the Mortgaged Property as aforesaid unless Lender has elected to apply any net proceeds held by Lender from the condemnation in question toward restoring the Mortgaged Property, as allowed under Paragraph 1.12.

1.14 Compliance with Environmental Laws. Mortgagor and the tenants of the Mortgaged Property will comply in all material respects with all applicable federal, state or local laws, ordinances and regulations governing or pertaining to the use, generation, manufacture, release, storage or disposal of Hazardous Materials as defined in the Loan Agreement.

1.15 Indemnification of Lender. Lender shall not have any responsibility for the inspection, control, care, management or repair of the Mortgaged Property nor for Mortgagor's operations thereon. Should Lender incur any such liability, loss or damage by reason hereof, Mortgagor agrees to reimburse Lender immediately upon demand for the amount thereof, together with costs, expenses and reasonable attorneys' fees. Mortgagor shall and does hereby agree to indemnify and hold Lender harmless from and against any and all liability, claims, loss, costs or damages arising in connection with the presence or discovery of any Hazardous Materials (as defined in the Loan Agreement) located on the Mortgaged Property at any time prior to Lender's possession and/or ownership of the Mortgaged Property pursuant to the terms of this Mortgage.

ARTICLE II EVENTS OF DEFAULT AND REMEDIES

2.1 Events of Default. The following shall be "Events of Default" hereunder: (a) the failure by Mortgagor to perform any covenant, condition, or agreement contained in this Mortgage; and (b) the occurrence of an Event of Default as defined in the Loan Agreement, the Note, or any of the other Loan Documents. Upon the occurrence of an Event of Default, Lender may, at its continuing option, and without notice to or demand upon Mortgagor, exercise any of the rights and remedies granted hereunder or under any of the other Loan Documents or available at law or in equity.

2.2 Acceleration of Indebtedness. If an Event of Default shall have occurred, Lender may declare all or any part of the Indebtedness secured by this Mortgage and the interest accrued thereon to be due and payable immediately.

2.3 Right of Lender to Enter and Take Possession.

(a) If an Event of Default shall have occurred, upon demand of Lender Mortgagor shall forthwith surrender to Lender the actual possession of the Mortgaged Property, and if and to the

extent permitted by law, Lender may enter and take possession of all or any part of the Mortgaged Property and may exclude Mortgagor and its agents and employees wholly therefrom.

(b) Upon every such entering upon or taking of possession, Lender may hold, store, use, operate, manage and control the Mortgaged Property and conduct the business thereof and, from time to time (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon, (ii) insure or keep the Mortgaged Property insured, (iii) manage and operate the Mortgaged Property and exercise all the rights and powers of Mortgagor in its name or otherwise with respect to the same and (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted Lender, all as Lender from time to time may determine to be to its best advantage, and Lender may collect and receive all the Rents of such Mortgaged Property including those past due as well as those accruing thereafter.

(c) Lender may deduct from such Rents (i) all reasonable expenses of taking, holding, managing and operating the Mortgaged Property (including compensation for the services of all persons employed for such purposes), (ii) the cost of all such maintenance, repairs, renewals, and replacements, (iii) the cost of such insurance, (iv) such taxes, assessments and other charges prior to the lien of this Mortgage as Lender may determine to pay, (v) other proper charges upon the Mortgaged Property or any part thereof, and (vi) the reasonable compensation, expenses and disbursements of the attorneys and agent of Lender. Lender shall apply the remainder of the moneys so received to the payment of Indebtedness secured by this Mortgage, whether due or to become due, in whatever order and proportions Lender elects in its absolute discretion and without regard to the adequacy of its security.

(d) Whenever all Events of Default have been cured and satisfied, Lender shall surrender possession of the Mortgaged Property to Mortgagor, its successors or assigns. The same right of taking possession, however, shall exist if any subsequent Event of Default shall occur.

2.4 Collection of Rents. If an Event of Default shall have occurred, Lender may collect the Rents itself or by an agent or receiver. No action taken by Lender to collect any Rents will make Lender a "mortgagee-in-possession" of the Mortgaged Property, and possession by a court-appointed receiver will not be considered possession by Lender. All Rents collected by Lender or a receiver will be applied first to pay all reasonable expenses of collection, and then to the payment of all costs of operation and management of the Mortgaged Property, and then to the payment of Indebtedness secured by this Mortgage in whatever order and proportions Lender elects in its absolute discretion and without regard to the adequacy of its security.

2.5 Power of Sale. If an Event of Default shall have occurred, Lender may, with or without first taking possession of the Mortgaged Property, sell the Mortgaged Property at public outcry to the highest bidder for cash at the appropriate courthouse door considered the front or main door to the courthouse in the county where the Land, or a substantial or material part thereof, is located, either in person or by auctioneer, after having first given 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 prior to said sale in a newspaper of general circulation in said county. Upon payment of the purchase money, Lender or any person conducting the sale for Lender is authorized to execute to the purchaser at said sale a deed to the property so purchased. Lender may bid at said sale and purchase said property or any part thereof if it is the highest bidder therefor. At any foreclosure sale the Mortgaged Property may be offered for sale and sold as a whole without first offering it in any other manner or may be offered for sale and sold in any other manner Lender may elect in its sole discretion. The aforesaid power of sale and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, are granted as cumulative of the other remedies provided hereby or by law for the collection of the Indebtedness, and shall not be exhausted by one exercise thereof but may be exercised until full payment of the Indebtedness and all other amounts secured hereby.

2.6 Lender's Option on Foreclosure. If an Event of Default shall have occurred, at the option of Lender, this Mortgage may be foreclosed as provided by law or in equity, in either event a reasonable attorneys' fee shall, among other costs and expenses, be allowed and paid out of the proceeds of the

sale. Lender may, at its option, foreclose this Mortgage subject to the rights of any tenants of the Mortgaged Property, and in the event Lender exercises its option to foreclose the Mortgage in equity, the failure to make any such tenants parties defendants to any such foreclosure proceeding and to foreclose their rights will not be a defense to any proceedings instituted by Lender to collect the sums secured hereby.

2.7 Waiver of Manner of Sale. Mortgagor waives all rights to direct the order or manner in which any of the Mortgaged Property will be sold in the event of any sale under this Mortgage, and also any right to have any of the Mortgaged Property marshaled upon any sale. Lender may in its discretion sell any real and personal property together or in parts, in one or more sales, and in any sequence Lender selects. Lender may offer the Mortgaged Property for sale as a whole without first offering it for sale in separate parcels. One or more exercises of the powers herein granted shall not extinguish nor exhaust such powers, until the entire Mortgaged Property is sold or the Indebtedness and other indebtedness and obligations secured hereby are paid in full.

2.8 Application of Sale Proceeds. The proceeds of any sale under this Mortgage will be applied first, to the payment of the reasonable costs and expenses of the sale, including but not limited to Lender's reasonable fees, reasonable legal fees and disbursements, title charges and transfer taxes, and payment of all reasonable expenses, liabilities and advances of Lender, together with interest at the rate provided under the Note on all advances made by Lender; second, to the payment of all sums expended by Lender under the terms of this Mortgage and not yet repaid, together with interest on such sums at the rate provided herein; third, to the payment of the Indebtedness secured by this Mortgage, whether due or to become due, in whatever order and proportions Lender elects in its absolute discretion and without regard to the adequacy of its security; and fourth, the remainder, if any, to the person or persons appearing of record to be the owner of the property sold.

2.9 Receiver. If an Event of Default shall have occurred, Lender, upon application to a court of competent jurisdiction, shall be entitled, without notice and without regard to the adequacy of any security for the Indebtedness or the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the Mortgaged Property and to collect the Rents. Mortgagor will pay to Lender upon demand all reasonable expenses, including receiver's fees, reasonable attorneys' fees, costs and agent's compensation, incurred pursuant to the provisions of this paragraph. All such expenses will be additional Indebtedness secured by this Mortgage, will bear interest as specified in the Note and will be payable upon demand.

2.10 Suits to Protect the Mortgaged Property. Lender shall have power (a) to institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or any violation of this Mortgage, (b) to preserve or protect its interest in the Mortgaged Property and in the Rents and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with, such enactment, rule or order would impair the security hereunder or be prejudicial to the interest of Lender.

2.11 Remedies under Uniform Commercial Code. If an Event of Default shall have occurred, then with respect to the Personal Property Collateral, Lender may exercise any one or more of the remedies and shall have all the rights of a secured party under the Uniform Commercial Code as enacted in Alabama, including but not limited to the right to take possession of the Personal Property Collateral in satisfaction of the Indebtedness. Any requirement for reasonable notice under the Uniform Commercial Code as enacted in Alabama shall be met if such notice is mailed, postage prepaid, to Mortgagor at its address shown in the introductory preamble hereof, or to Mortgagor's most recent changed address on file with Lender, at least ten (10) days prior to the time of the sale, disposition or other event or thing giving rise to the requirement of notice. Without limiting the foregoing, Lender may, in its discretion after an Event of Default: (i) terminate, on notice to Mortgagor, Mortgagor's authority to sell or lease inventory, or any other Personal Property Collateral as to which such permission has been given; (ii) require Mortgagor to give possession or control of the Personal Property Collateral to Lender at Lender's designated location; (iii) endorse as Mortgagor's agent any instruments or chattel paper which is part of

the Personal Property Collateral; (iv) notify account debtors and obligors on instruments to make payment directly to Lender; (v) contact account debtors directly to verify information furnished by Mortgagor but not to discount accounts receivable; (vi) take control of proceeds and use cash proceeds to reduce any part of the Indebtedness; (vii) take any action Mortgagor is required to take or as is otherwise necessary to obtain, preserve, and enforce this security interest, and maintain and preserve the Personal Property Collateral, without notice to Mortgagor, and add costs of same to the Indebtedness (but Lender is under no duty to take any such action); (viii) release Personal Property Collateral in its possession to Mortgagor, temporarily or otherwise; (ix) take control of funds generated by the Personal Property Collateral, such as dividends, interest, proceeds or refunds from insurance, and use same to reduce any part of the Indebtedness; (x) waive any of its rights hereunder without such waiver prohibiting the later exercise of the same or similar rights; (xi) revoke any permission or waiver previously granted to Mortgagor.

2.12 Remedies Cumulative. No right, power or remedy conferred upon or reserved to Lender by this Mortgage is intended to be exclusive of any right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute. Lender may exercise any one or more of its rights and remedies at its option without regard to the adequacy of its security.

ARTICLE III GENERAL PROVISIONS

3.1 Waiver of Exemption. Mortgagor waives all rights of exemption pertaining to real or personal property as to any indebtedness secured by or that may be secured by this Mortgage, and Mortgagor waives the benefit of any statute regulating the obtaining of a deficiency judgment or requiring that the value of the premises be set off against any part of the Indebtedness secured hereby.

3.2 Delays, Forbearances and Waivers. No delay or omission of Lender or of any holder of the Note to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every right, power and remedy given by this Mortgage to Lender may be exercised from time to time and as often as may be deemed expedient by Lender. No waiver of any Event of Default hereunder shall extend to or shall affect any subsequent or any other Event of Default or shall impair any rights, powers or remedies consequent thereto. If Lender (i) grants forbearance or an extension of time for the payment of any sums secured hereby, (ii) takes other or additional security for the payment thereof, (iii) waives or does not exercise any right granted herein or in the other Loan Documents, (iv) releases any part of the Mortgaged Property from the lien of this Mortgage or otherwise changes any of the terms of the Note or this Mortgage, (v) consents to the filing of any map, plat or replat of the Land, (vi) consents to the granting of any easement on the Land, (vii) makes or consents to any agreement subordinating the lien hereof, or (viii) enters into any agreement with Mortgagor changing any term of the Loan Documents or releasing any guarantor of the Indebtedness or any security or respecting any matter whatsoever, then any such act or omission shall not release, discharge, modify, change or affect the original liability under the Note, this Mortgage or otherwise of Mortgagor or any subsequent purchaser of the Mortgaged Property or any part thereof, or any maker, co-signer, endorser, surety or guarantor, nor shall any such act or omission preclude Lender from exercising any right, power or privilege herein granted or intended to be granted upon an Event of Default, nor, except as otherwise expressly provided in an instrument or instruments executed by Lender, shall the lien of this Mortgage be altered thereby. In the event of the sale or transfer by operation of law or otherwise of all or any part of the Mortgaged Property, Lender, without notice to any party is hereby authorized and empowered to deal with any such vendee or transferee with reference to the Mortgaged Property or the Indebtedness secured hereby, or with reference to any of the terms or conditions hereof, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any of the liabilities or undertakings hereunder.

3.3 Discontinuance of Proceedings; Position of Parties Restored. In case Lender shall have proceeded to enforce any right or remedy under this Mortgage by foreclosure, entry or otherwise, and

such proceedings shall have been discontinued or abandoned for any reason, then and in every such case Mortgagor and Lender shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of Lender shall continue as if no such proceeding has been taken.

3.4 Notices. All notices given under this Mortgage must be in writing and must be served as provided in the Loan Agreement.

3.5 Joint and Several Liability. If Mortgagor consists of more than one person or entity, each will be jointly and severally liable to perform the Indebtedness of Mortgagor.

3.6 Entire Agreement; Amendments. This Mortgage, together with the other Loan Documents, contain the entire agreement between Mortgagor and Lender relating to the Loan and supersede and replace all prior discussions, representations, communications and agreements, oral or written. This Mortgage may not be modified or amended except by a written agreement signed by the parties. Mortgagor agrees that any modification entered into by the parties, including, without limitation, any changes in the interest rate, payment schedule, maturity date or increases in the amount outstanding, shall not affect or impair the priority of the lien of this Mortgage.

3.7 Interpretation. The term "Mortgagor" includes both the original Mortgagor and any subsequent owner or owners of any of the Mortgaged Property, and the term "Lender" includes the original Lender, and also any future owner or holder, including pledgees, assignees and participants, of the Note or any interest therein. Whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender will include any other gender. The captions of the paragraphs of this Mortgage are for convenience only and do not define or limit any terms or provisions. The provisions of this Mortgage are severable, and the invalidity or unenforceability of any one or more provisions of this Mortgage will in no way affect any other provision. The terms of this Mortgage will bind and benefit the heirs, legal representatives, successors and assigns of Mortgagor and Lender.

3.8 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.

3.9 Execution of Documents; Consultation with Counsel. Borrower acknowledges and agrees that Borrower has had an opportunity to review and consider the terms and provisions of this Agreement and each of the other Loan Documents, to consult with counsel of Borrower's choice, if desired, and to suggest changes to the structure and terms of this Agreement and the other Loan Documents. Borrower represents and warrants to Lender that Borrower is a sophisticated business party and that Borrower's execution of this Agreement and any related Loan Documents is made voluntarily and with full knowledge of the significance and effect of such agreements.

3.10 Applicable Law. This Mortgage shall be governed by the laws of the State of Alabama.

3.11 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.

(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, 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) Intentionally omitted.

(h) Intentionally omitted.

(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 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.

(j) **WAIVER OF JURY TRIAL**. 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.

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IN WITNESS WHEREOF, Mortgagor has caused this Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing to be executed by its duly authorized representative on the day and year first above written.

"MORTGAGOR:"

2700 CORPORATE DRIVE, LLC

By: [Signature]
Name: Gerald D. O'Brien
Title: Manager

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Gerald D. O'Brien, whose name as the Manager of 2700 Corporate Drive, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand this 27th day of October, 2015.

[Signature]
Notary Public
My commission expires: MY COMMISSION EXPIRES FEBRUARY 14, 2019

EXHIBIT A
LEGAL DESCRIPTION OF LAND

The following described real property situated in Shelby County, Alabama:

Lot 11-H, according to the Meadow Brook Corporate Park South, Phase II Resurvey No. 4, as the same is recorded in Map Book 24, at Page 42 in the Office of the Judge of Probate of Shelby County, Alabama.

