

RMF SUB 3, LLC
(Lender)

and


Upstream Rehabilitation Inc.
(Tenant)

**SUBORDINATION, NON-DISTURBANCE AND
ATTORNMENMENT AGREEMENT**

Dated: June 27, 2016

Location: Meadow Brook 1200

1200 Corporate Drive
Suite 400
Hoover, Alabama 35242


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Shelby Cnty Judge of Probate, AL
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UPON RECORDATION
RETURN TO:

Kaye Scholer, LLP
250 West 55th Street
New York, New York 10019
Attention: Stephen Gliatta, Esq.

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "Agreement") is made as of, the 21st day June, 2016 by and between RMF SUB 3, LLC, a Delaware limited liability company, its successors and assigns, having an address at 600 Madison Avenue, 12th Floor, New York, New York 10022 ("Lender") and UPSTREAM REHABILITATION INC., a Delaware corporation ("Tenant").

RECITALS:

A. Tenant is the holder of a leasehold estate in a portion of the property known as Suite 400 (The "Premises"), located at Meadowbrook 1200, 1200 Corporate Drive, Hoover, Alabama 35242, as more particularly described on Schedule A (the "**Property**") under and pursuant to the provisions of a certain lease dated June 23, 2016 between MATRIX BIRMINGHAM, LLC, a Delaware limited liability company, or its predecessor in interest, as landlord ("**Landlord**") and Tenant or its predecessor in interest, as tenant (as amended through the date hereof, the "**Lease**");

B. The Property is or is to be encumbered by one or more mortgages, deeds of trust, deeds to secure debt or similar security agreements (collectively, the "**Security Instrument**") from Landlord, or its successor in interest, in favor of Lender; and

C. Tenant has agreed to subordinate the Lease to the Security Instrument and to the lien thereof and Lender has agreed to grant non-disturbance to Tenant under the Lease on the terms and conditions hereinafter set forth.

AGREEMENT:


NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Subordination. The Lease shall be subject and subordinate in all respects to the lien and terms of the Security Instrument, to any and all advances to be made thereunder and to all renewals, modifications, consolidations, replacements and extensions thereof.

2. Nondisturbance. So long as Tenant pays all rents and other charges as specified in the Lease and is not otherwise in default (beyond applicable notice and cure periods) of any of its obligations and covenants pursuant to the Lease, Lender agrees for itself and its successors in interest and for any other person acquiring title to the Property through a foreclosure (an "**Acquiring Party**"), that Tenant's possession of the premises as described in the Lease will not be disturbed during the term of the Lease, as said term may be extended pursuant to the terms of the Lease or as said premises may be expanded as specified in the Lease, by reason of a foreclosure. For purposes of this Agreement, a "foreclosure" shall include (but not be limited to) a sheriff's or trustee's sale under the power of sale contained in the Security Instrument, the termination of any superior lease of the Property and any other transfer of the Landlord's interest in the Property under peril of foreclosure, including, without limitation to the generality of the foregoing, an assignment or sale in lieu of foreclosure.

3. Attornment. Tenant agrees to attorn to, accept and recognize any Acquiring Party as the landlord under the Lease pursuant to the provisions expressly set forth therein for the then remaining balance of the term of the Lease, and any extensions thereof as made pursuant to the Lease. The foregoing provision shall be self-operative and shall not require the execution of any further instrument or agreement by Tenant as a condition to its effectiveness. Tenant agrees, however, to execute and deliver, at any time and from time to time, upon the request of the Lender or any Acquiring Party any instrument reasonably acceptable to Tenant and Lender which may be necessary or appropriate to evidence such attornment.

4. No Liability. Notwithstanding anything to the contrary contained herein or in the Lease, it is specifically understood and agreed that neither the Lender, any receiver nor any Acquiring Party shall be: (a) liable for any act, omission, negligence or default of any prior landlord (other than to cure defaults of a continuing nature with respect to the maintenance or repair of the demised premises or the Property); provided, however, that any Acquiring Party shall be liable and responsible for the performance of all covenants and obligations of landlord under the Lease


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accruing from and after the date that it takes title to the Property; (b) except as set forth in clause (a) above, liable for any failure of any prior landlord to construct any improvements; (c) subject to any offsets, credits, claims or defenses which Tenant might have against any prior landlord; (d) bound by any rent or additional rent which is payable on a monthly basis and which Tenant might have paid for more than one (1) month in advance to any prior landlord, provided, however, that such sum was not transferred to the Acquiring Party; or (e) be liable to Tenant hereunder or under the terms of the Lease beyond its interest in the Property (which "interest" shall be understood to include the income therefrom).

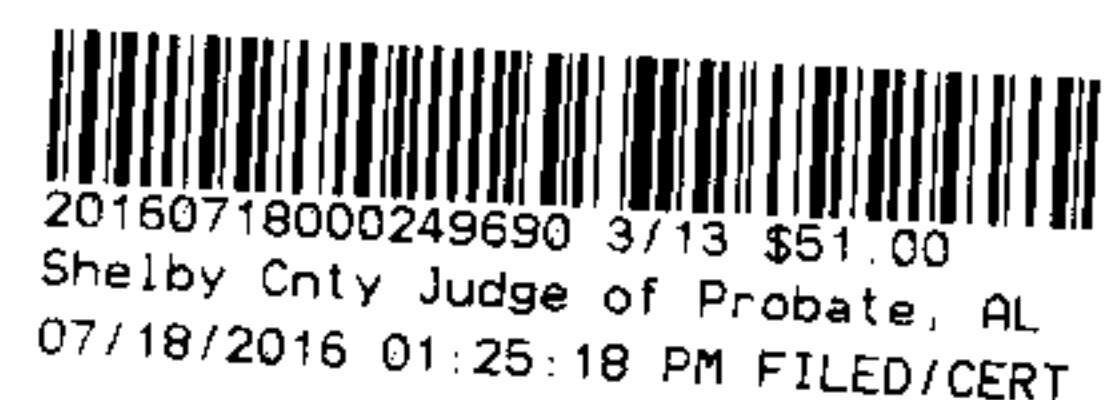
Notwithstanding the foregoing, Tenant reserves its rights to any and all claims or causes of action against such prior landlord for prior losses or damages and against the successor landlord for all losses or damages arising from and after the date that such successor landlord takes title to the Property.

5. Rent. Tenant has notice that the Lease and the rents and all other sums due thereunder have been assigned to Lender as security for the loan secured by the Security Instrument. In the event Lender notifies Tenant of the occurrence of a default under the Security Instrument and demands that Tenant pay its rents and all other sums due or to become due under the Lease directly to Lender, Tenant shall honor such demand and pay its rent and all other sums due under the Lease directly to Lender or as otherwise authorized in writing by Lender. Landlord hereby irrevocably authorizes Tenant to make the foregoing payments to Lender upon such notice and demand.

6. Lender to Receive Notices. During the term of the Security Instrument, Tenant shall notify Lender of any default by Landlord under the Lease which would entitle Tenant to cancel the Lease, and agrees that, notwithstanding any provisions of the Lease to the contrary except as hereinafter provided, no notice of cancellation thereof shall be effective unless Lender shall have received notice of default giving rise to such cancellation and shall have failed within sixty (60) days after receipt of such notice to cure such default, or if such default cannot reasonably be cured within sixty (60) days, shall have failed within sixty (60) days after receipt of such notice to commence and thereafter diligently pursue any action necessary to cure such default, provided, however, in no event shall the Lender time period for cure exceed one-hundred twenty (120) days after its receipt of such notice of default. Notwithstanding anything to the contrary contained herein, in the event of damage to the Premises and Property by casualty or taking and the failure by Landlord to commence or complete repairs and restorations to the Premises or Property as provided for in the Lease, the parties hereto hereby agree that the aforementioned time period for cure by Lender of a default by Landlord shall not apply and the applicable time period for repair and restoration as found in the Lease shall control.

7. Notices. All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person with receipt acknowledged by the recipient thereof, (ii) one (1) Business Day (hereinafter defined) after having been deposited for overnight delivery with any reputable overnight courier service, or (iii) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the receiving party at its address set forth above, and:

if to Tenant prior to the Commencement Date of the Lease,	UPSTREAM REHABILITATION INC. 2803 Greystone Commercial Blvd. Unit #18 Birmingham, Alabama 35242
if to Tenant after the Commencement Date of the Lease,	Meadowbrook 1200, 1200 Corporate Drive, Suite 400, Hoover, Alabama 35242
in both cases to the attention of:	Brian G. Wilson, Esq. ; and
if to Lender:	RMF SUB 3, LLC 600 Madison Avenue, 12 th Floor New York, New York 10022
to the attention of:	Kenneth M. Gorsuch, Executive



Director


or addressed as such party may from time to time designate by written notice to the other parties. For purposes of this Paragraph 7, the term "**Business Day**" shall mean any day other than Saturday, Sunday or any other day on which banks are required or authorized to close in New York, New York.

Either party by notice to the other may designate additional or different addresses for subsequent notices or communications.

8. Successors. The obligations and rights of the parties pursuant to this Agreement shall bind and inure to the benefit of the successors, assigns, heirs and legal representatives of the respective parties. In addition, Tenant acknowledges that all references herein to Landlord shall mean the owner of the landlord's interest in the Lease, even if said owner shall be different than the Landlord named in the Recitals.

9. Duplicate Originals; Counterparts. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Agreement. The failure of any party hereto to execute this Agreement, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

[SIGNATURES TO FOLLOW ON NEXT PAGE]


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IN WITNESS WHEREOF, Lender and Tenant have duly executed this Agreement as of the date first above written.

LENDER:

RMF SUB 3, LLC, a
Delaware limited liability company

By: 

Name: Kenneth Gorsuch
Title: Authorized Signatory

ACKNOWLEDGMENT

STATE OF NEW YORK)

SS:

COUNTY OF NEW YORK)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that KENNETH GORSUCH, who is the AUTHORIZED SIGNATORY of RMF SUB 3 LLC, a 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 said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 27th day of June, 2016.

Notary Public 

[NOTARIAL SEAL]

My Commission expires:

FERNANDO YANG
Notary Public, State of New York
No. 01YA6274343
Qualified in New York County
Commission Expires January 07, 2017



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TENANT:
UPSTREAM REHABILITATION INC.,
a Delaware corporation

By:

Name:

COO
STEVEN A. McPherson

ACKNOWLEDGMENT

STATE OF Alabama)

SS:

COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Steven McPherson, who is the Chief Operating Officer of Upstream Rehabilitation Inc., a Delaware corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 23rd day of June, 2016.

Notary Public

Ashley Lauren Dismukes Chester

[NOTARIAL SEAL]

My Commission expires:

July 9, 2018



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The undersigned accepts and agrees to the provisions of Paragraph 5 hereof.

LANDLORD:
MATRIX BIRMINGHAM, LLC, a Delaware
limited liability company

By: _____

Name: _____

Title: _____

Enrico Scarda
Manager

ACKNOWLEDGMENT

STATE OF New York)

COUNTY OF Suffolk)

SS:

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Enrico Scarda, who is the Manager of Matrix Birmingham, LLC, a Delaware 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 said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 23 day of June, 2016.

Notary Public _____

[Signature]

[NOTARIAL SEAL]

My Commission expires: _____

GERARD J. MCCREIGHT
Notary Public, State of New York
No. 02MCC073792
Qualified in Suffolk County, 8
Commission Expires April 29, 2019

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SCHEDULE "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 Northwesternly 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:


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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 Northwesternly 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 Northwesternly 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 Northwesternly 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 Northwesternly line of Corporate Parkway, said point being the point of ending of said centerline.

Parcel B:

(#300 Corporate Parkway):


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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

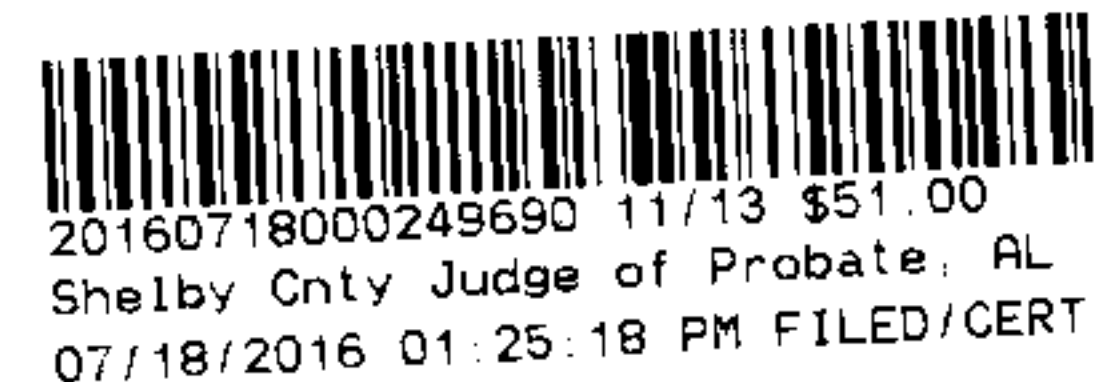
Book 12, Page 10 in the Probate Office of Shelby County, Alabama, said point also being the Northeasternmost corner of Lot 2 of said subdivision; thence South 12 degrees 44 minutes 50 seconds East along the common boundary of said Lots 2 and 4 a distance of 349.64 feet to a point; thence South 30 degrees 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:

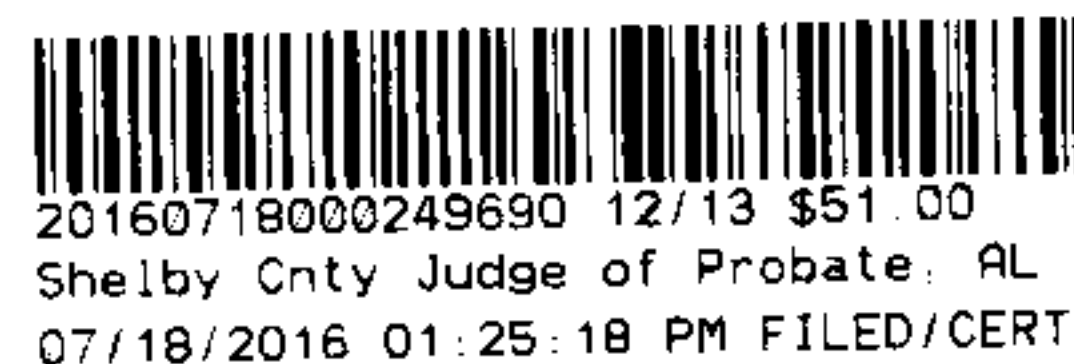
Commence at the Southeast corner of the S.W. 1/4 of the S.E. 1/4 of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama, and run North 0 degrees 00 minutes East (assumed) along the East line of said 1/4-1/4 section a distance of 1115.12 feet to a point on the Southeasterly right-of-way 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)

