UCC FINANCING STATEMENT FOLLOW INSTRUCTIONS  A NAME & PHONE OF CONTACT AT FILER (optional) Tom Clark (205-224-1072)  B. E-MAIL CONTACT AT FILER (optional) Tom Clark (205-224-1072)  B. E-MAIL CONTACT AT FILER (optional) Tom Clark (205-224-1072)  B. SEND ACKNOWLEDGEMENT TO (Name and Address)  Thomas C. Clark III, Esq. Mayrard, Cooper & Calle, P.C. 1901 Sixth Avenue North 2010 Reports father Plaza Birminghum, Alabama 35203-2602  THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY  1. DEBTOR'S NAME Provide only cog Debtor name (1s or 1b) (use exact, full name, do not omit, modify or abbreviate any part of the Debtor's name), if any part of the individual Debtor's name will not fit at fine 1b. leave all of them 1 blank check here and provide the individual Debtor information in liem 10 of the Financing Statement Addrendum (Form UCC1Ad)  1a. ORGANIZATION'S NAME  SOFTWARE GLYS 2.0, LLC  To MALING ADDRESS  CITY BIRMINGHAM  2. DEBTOR'S NAME Provide only going Debtor name (2o or 2b) (use exact full name, do not omit, modify or abbreviate any part of the Debtor's name), if any part of the individual Debtor's name will not lit in time 2b. leave all of time 2b leave all of time 1 plank, check here and provide the individual Debtor information in liem 10 of the Financing Statement Addrendum (Form UCC1Ad)  2. DEBTOR'S NAME Provide only going Debtor name (2o or 2b) (use exact full name, do not omit, modify or abbreviate any part of the Debtor's name), if any part of the individual Debtor's name will not in inter 2b. leaves all of time 2b leaves all of time 2 blank, check here and provide the individual Debtor information in Item 10 of the Financing Statement Addrendum (Form UCC1Ad)  2a DROANIZATION'S NAME  FIRST PERSONAL NAME  ADDITIONAL NAME(5) INITIAL(5)  SUFFIX  2b DROANIZATION'S NAME – (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY) Provide only going Secured Party name (3a or 3b)										
A NAME & PHONE OF CONTACT AT FILER (optional) To Clark (205-254-1972)  B. E-MAIL CONTACT AT FILER (optional) ticlark@maynard.cooper corn  B. SEND ACKNOWLEDGEMENT TO (Name and Address)  Thomas C. Clark III, Esq Maynard. Cooper & Gale. P.C. 1901 Stath Avenue North 2400 Regions/Harbert Plaza Birmingham. Alabama 35203-2802  THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY  1. DEBTOR'S NAME. Provide only gag Debtor name (1s or 1b) (use exact, full name, do not omit, modify or abtreviate any part of the Debtor's name; if any part of the individual Debtor soft in line 1b. leave all of them 1 blank check here and provide the individual Debtor information in liam 10 of the Financing Statement Addendum (Form UCC1Ad)  1a ORGANIZATION'S NAME SOFTWARE GUYS 2.0, LLC  1b INDIVIDUAL'S SURNAME  FIRST PERSONAL NAME  CITY STATE  POSTAL CODE  COUNTRY  2a ORGANIZATION'S NAME 2b INDIVIDUAL'S SURNAME  FIRST PERSONAL NAME  POSTAL CODE  COUNTRY  2a ORGANIZATION'S NAME 2b INDIVIDUAL'S SURNAME  FIRST PERSONAL NAME ADDITIONAL NAME(s) INITIALIS)  SUFFIX  2b INDIVIDUAL'S SURNAME  FIRST PERSONAL NAME ADDITIONAL NAME(s) INITIALIS)  SUFFIX  CITY STATE  POSTAL CODE COUNTRY										
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Example 1 to lark@maynard.cooper com  8. SEND ACKNOWLEDGEMENT TO (Name and Address)  Thomas C. Clark III, Esq. Maynard. Cooper & Gale, P.C. 1901 Sixth Avenue North 2400 Regions/Harbert Plaza Birmingham. Alabama 35203-2602  The ABOVE SPACE IS FOR FILING OFFICE USE ONLY  1. DEBTOR'S NAME. Provide only one Debtor name (1a or 1b) (use exact, full name, do not omit, modify or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in the 1b. leave all of them 1 blank, check here and provide the individual Debtor information in liem 10 of the Financing Statement Addendum (Form UCC1Ad)  1a. ORGANIZATION'S NAME. SOFTWARE GUYS 2.0, LLC  1b. INDIVIDUAL'S SURNAME. First PERSONAL NAME. ADDITIONAL NAME(S) INITIAL(S). SUFFIX  2c. DEBTOR'S NAME. Provide only one Debtor name (2a or 2b) (use exact, full name, do not omit, modify or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 2b. leave all of line 2b leave, and provide only one Debtor name (2a or 2b) (use exact, full name, do not omit, modify or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 2b. leave all of line 2b leave, check here and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)  2a. DRGANIZATION'S NAME  Software Guys 2.0, LLC  The Individual Surname in the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)  2a. DRGANIZATION'S NAME  Software Guys 2.0, LLC  The Individual Surname in the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)  2b. Individual Surname  FIRST PERSONAL NAME  ADDITIONAL NAME(S) INITIAL(S)  SurFix  2c. MAILING ADDRESS  CITY  State  POSTAL CODE  COUNTRY	·····									
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3. SECURED PARTY'S NAME – (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY) Provide only one Secured Party name (3a or 3b)	2c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY					
	3. SECURED PARTY'S NAME - (or NAME of ASSIGNEE of ASSIGNOR S	SECURED PARTY) Provide only one Secu	red Party nam	e (3a or 3b)						
3a. ORGANIZATION'S NAME IBERIABANK										
OR 3b. INDIVIDUAL'S SURNAME ADDITIONAL NAME(S) INITIAL(S) SUFFIX		FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)		SUFFIX					
3c MAILING ADDRESS 2340 WOODCREST PLACE CITY Birmingham STATE POSTAL CODE COUNTRY USA										
4. COLLATERAL: This financing statement covers the following collateral:  See Schedules I and II and Exhibits A and B attached hereto and made a part hereof.		d made a part hereof.								
5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, Item 17 and instructions) being administered by a Decedent's Personal Representative	5. Check only if applicable and check only one box: Collateral is held in a Trust (see	UCC1Ad, Item 17 and instructions) being adm	ninistered by a D	ecedent's Personal Repr	asentative					
6a. Check only if applicable and check only one box:    Public Finance Transaction   Manufactured Home Transaction   Debtor is a Transmitting Utility   Agricultural Lien   Non-UCC Filing		B			Filing					
7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Selfer/Buyer Bailee/Bailor Licensee/Licensor	7. ALTERNATIVE DESIGNATION (if applicable):	ignee/Consignor Seller/Buyer	Bailee/Bailor	Licensee/Licen	isor					
8. OPTIONAL FILER REFERENCE DATA (a) TO BE FILED WITH: Shelby County Judge of Probate; (b) MCG File #14911-75  (a) TO BE FILED WITH: Shelby County Judge of Probate; (b) MCG File #14911-75		#14911-75								

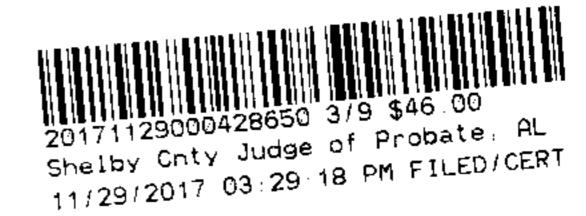
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FOL	LOW INSTRUCTIONS (fro	ont and ba						
9. NA	ME OF FIRST DEBTOR (1a 9a. ORGANIZATION'S NAM	· · · · · · · · · · · · · · · · · · ·	N RELATED FINANCING STA	ATEMENT				
OR	SOFTWARE GUYS 2.0							
	9b. INDIVIDUAL'S LAST NA	AME	FIRST NAME	MIDDLE NAME, SUFFIX				
10. M	ISCELLANEOUS:				Shelby C	inty Judge	2/9 \$46 00 of Probate, AL 18 PM FILED/CER	
11.	ADDITIONAL DEBTOR'S	EXACT FU	LL LEGAL NAME – insert only	one debtor name (11a or 1	1b) – do not abbrev	iate or comb	ine names	
	11a. ORGANIZATION'S NAME							
OR	11b. INDIVIDUAL'S LAST NAMI		- <del>-</del>	FIRST NAME		MIDDLE NAME		SUFFIX
11c. N	AAILING ADDRESS			CITY		STATE	POSTAL CODE	COUNTRY
11d. §	ORG	D'L INFO RE SANIZATION DESTOR	11e. TYPE OF ORGANIZATIO	N 11f. JURISDICTION OF	ORGANIZATION	IIZATION 11g. ORGANIZATIONAL ID#, if any		ly
12.	ADDITIONAL SECURED	PARTY'S	OR ASSIGNOR S/P's N	AME - insert only <u>one</u> name	(12a or 12b)	•		
	12a. ORGANIZATION'S NAME						· · ·	
OR	12b. INDIVIDUAL'S LAST NAME			FIRST NAME		MIDDLE NAME SUI		SUFFIX
12c. MAILING ADDRESS			CITY	CITY		POSTAL CODE	COUNTRY	
13.	This FINANCING STATEMENT collateral, or is filed as a  fixtu		mber to be cut or as-extracted	16. Additional collater	al description:			
14.	Description of real estate:							
See	attached legal description on E	Exhibit A.						
15.	Name and address of a RECORD Debtor does not have a record int		above-described real estate (if	Debtor is a Trust or  18. Check only if app  Debtor is a T	licable and check <u>only</u> only only only only only only only only	respect to pro one box. Y	perty held in trust or	

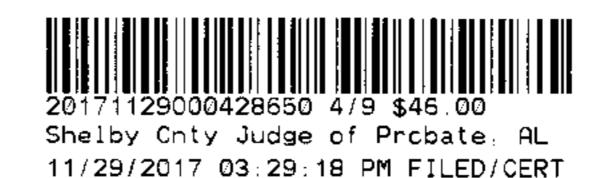
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## SCHEDULE I TO FINANCING STATEMENT



This financing statement covers the following items (or types) of property (collectively, the "Property"):

- Exhibit A attached hereto, and all reversions and remainders in and to said land and all tenements, hereditaments, easements, rights-of-way, rights (including mineral and mining rights, and all water, oil and gas rights), privileges, royalties and appurtenances to said land, now or hereafter belonging or in any way appertaining thereto, including any right, title and interest in, to or under any agreement or right granting, conveying or creating, for the benefit of said land, any easement, right or license in any other property, and in, to or under any streets, ways, alleys, vaults, gores or strips of land adjoining said land or any parcel thereof, or in or to the air space over said land; and all claims or demands of the Borrower, at law or in equity, in possession or expectancy of, in or to any of the same (all of the foregoing hereinafter collectively called the "Land").
- (b) <u>Improvements</u>. All buildings, structures, facilities and other improvements now or hereafter located on the Land, and all building materials, building equipment and fixtures of every kind and nature now or hereafter located on the Land or attached to, contained in, or used in connection with, any such buildings, structures, facilities or other improvements, and all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof, now owned or hereafter acquired by the Borrower (all of the foregoing, including the Project, hereinafter collectively called the "Improvements," and together with the Land called the "Real Property").
- (c) <u>Personal Property</u>. All goods, equipment, inventory, supplies and other items or types of tangible personal property (including additions and accessions thereto and replacements and substitutions therefor) now owned or hereafter created or acquired by the Borrower and attached to the Real Property (other than fixtures); or placed on the Real Property and used or useful in connection with, or in any way pertaining or relating to, the Real Property or the use and occupancy thereof, though not attached to the Real Property; or for which the proceeds of the Credit have been or may be advanced, wherever the same may be located; and all attachments and improvements placed upon or used in connection with any of the foregoing (all of the foregoing hereinafter collectively called the "<u>Personal Property</u>").
- (d) <u>Rents and Leases</u>. All leases, subleases, lettings and licenses, and other use and occupancy agreements, now or hereafter pertaining to any of the Real Property or Personal Property, and all rents, profits, issues and revenues of the Real Property and Personal Property now or hereafter accruing, whether accruing before or after the filing of any petition by or against the Borrower under the federal Bankruptcy Code.
- (e) <u>Insurance Policies</u>. All policies of hazard insurance now or hereafter in effect that insure the Real Property, the Personal Property or any other property conveyed or encumbered hereby, together with all right, title and interest of the Borrower in and to each and every such policy, and all proceeds thereof, including any premiums paid and rights to returned premiums.
- (f) <u>Litigation Awards</u>. All judgments, damages, settlements, awards, payments and compensation, including all interest thereon, that may be made or due to the Borrower or any subsequent owner of any of the Real Property, the Personal Property or any other property conveyed or encumbered



hereby, as a result of the exercise of the right of eminent domain or condemnation, the alteration of the grade of any street or any other injury to or diminution or decrease in value of the Real Property, the Personal Property, or any other such property.

- development or use of the Real Property, the Personal Property or any other property conveyed or encumbered hereby, or the management and operation of any business of the Borrower thereon, including all patents, patent applications, trade names, trademarks, trademark applications, knowledge and process, licensing arrangements, blueprints, technical specifications, manuals and other trade secrets; (2) the good will of any business conducted or operated on the Real Property, all governmental licenses and permits relating to the construction, renovation or operation thereof, all names under or by which the same may at any time be operated or known and all rights to carry on business under any such names or any variant thereof; and (3) all contracts and agreements (including construction, renovation, maintenance, engineering, architectural, leasing, management, operating and concession agreements) affecting the Real Property, the Personal Property or any other property conveyed or encumbered by the Mortgage, or used or useful in connection therewith, whether now or hereafter entered into.
- (h) <u>Construction Documents</u>. The Construction Contracts, the Architect Contracts, the Plans and the other Construction Documents.
- (i) <u>Loan Funds, etc.</u> (a) All loan funds (of which constitute Credit extended by the Lender) held by the Lender, whether or not disbursed, (b) all reserves, deferred payments, deposits, escrows, refunds, cost savings and payments of any kind related to the Project, and (c) all loan commitments and loan insurance related to the Project and all approvals, deposits, fees, applications and documents related thereto.
- (j) <u>Supplemental Documents</u>. All changes, additions, supplements, modifications, amendments, extensions, renewals, revisions and guaranties to, of or for any agreement or instrument included in the foregoing.
  - (k) **Proceeds.** All proceeds of any of the foregoing.

As used in this Schedule I, **Borrower** means the debtor(s) described in this financing statement and **Lender** means the secured party described in this financing statement and the following terms are defined as follows:

<u>Architects</u> means the architects for the Project, or any portion thereof, each of which must be an architect or architectural firm satisfactory to the Lender.

Architect Contracts means all contracts between the Architects and the Borrower providing for the design of the Project, the preparation of the Plans, the supervision of the construction of the Project and the provision of any other architectural services or products related to the Project.

<u>Construction Contracts</u> means the contracts between the Contractors and the Borrower providing for the construction of the Project, or any portion thereof.

Construction Documents means (1) all plans and specifications for the Projects, or any portion thereof (including the Plans); (2) all contracts with architects and engineers responsible for the design of any of the Project, the preparation or evaluation of any of such plans and specifications or the supervision of the construction of any of the Project; (3) all contracts to which the Borrower is a party (including the

Construction Contracts) providing for the construction of any of the Project or the furnishing of labor or materials in connection therewith or the furnishing or installation of any equipment or other personal property in connection therewith; (4) all contracts to which the Borrower is a party providing for the management of the construction of any of the Project; (5) all rights of the Borrower as a third party beneficiary under all contracts and subcontracts pertaining to the Project as to which the Borrower is not a party; (6) all payment and performance bonds relating to any of the Project; (7) all other contracts and agreements related to the design, management, construction, equipping and development of any of the Project; and (8) all contracts with public utilities, Governmental Authorities and other persons for the furnishing of roads or utilities to the Project and all deposits thereunder.

<u>Contractors</u> means any person who enters into contracts with the Borrower to construct, install, equip or develop the Project, or any portion thereof, or to furnish any labor or materials in connection therewith, or to furnish or install any equipment or other personal property in connection therewith, each of which persons must be a contractor or contracting firm satisfactory to the Lender.

<u>Credit</u> means, individually and collectively, all loans, forbearances, advances, disbursements and other extensions of credit now or hereafter made by the Lender to or for the account of the Borrower under the Credit Agreement.

<u>Credit Agreement</u> means the Credit Agreement dated as of a date that is contemporaneous with the date of filing hereof, between the Borrower and the Lender.

Engineers means any engineers for the Project, or any portion thereof, each of which must be an engineer or engineering firm satisfactory to the Lender.

Governmental Authority means any national, state, county, municipal or other government, domestic or foreign, and any agency, authority, department, commission, bureau, board, court or other instrumentality thereof.

Mortgage means the Mortgage dated as of a date that is contemporaneous with the date of filing hereof, executed by the Borrower in favor of the Lender.

<u>Plans</u> means the final working plans and specifications for constructing and developing the Project prepared by Architects and Engineers approved by the Lender or other persons acceptable to the Lender, and all amendments and modifications thereto.

<u>Project</u> means that certain project consisting of the acquisition of the Land and existing Improvements and the making of the Project, to be financed in whole or in part with the proceeds of the Credit, together with all related utilities, roads and other off-site Improvements, if any, said project being generally described as follows: acquisition of and renovation of 100 Corporate Parkway, Hoover, Alabama.

Some of the above-described property is now, or may in the future become, affixed to the Land described in Exhibit A attached hereto. The Borrower is the record owner of the Land.

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## SCHEDULE II TO FINANCING STATEMENT

This financing statement covers the following items (or types) of property:

- (a) All leases and subleases, written or oral, and all agreements for use or occupancy of any portion of the land described in Exhibit A attached hereto (the "Land") or any improvements, buildings, structures and fixtures now or hereafter located thereon (the "Improvements") (the Land and the Improvements being hereinafter sometimes together called the "Real Property") with respect to which the Borrower is the lessor or sublessor, any and all extensions and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including subleases thereunder, upon or covering the use or occupancy of all or any part of the Land or the Improvements, all such leases, subleases, agreements and tenancies heretofore mentioned, whether entered into before or after the filing by or against the Borrower of any petition for relief under the federal Bankruptcy Code, being covered by this assignment and being hereinafter collectively referred to as the "Leases";
- (b) any and all guaranties of the lessee's and any sublessee's performance under any of the Leases;
- the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which the Borrower may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, whether paid or accruing before or after the filing of any petition by or against the Borrower for relief under the federal Bankruptcy Code, arising or issuing from or out of the Leases or from or out of the Land or the Improvements, or any part thereof, including minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, and liquidated damages following default, the premium payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenantability caused by destruction or damage to the Land or the Improvements, together with any and all rights and claims that the Borrower may now or hereafter have against any such lessee under the Leases or against any subtenants or occupants of the Land or any of the Improvements; and
- (d) any award, dividend or other payment made hereafter to the Borrower in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court and any and all payments made by lessees in lieu of rent.

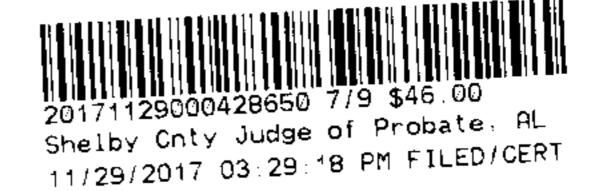
As used in this Schedule II, Borrower means the debtor described in this financing statement.

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## EXHIBIT A TO FINANCING STATEMENT

(Legal Description)



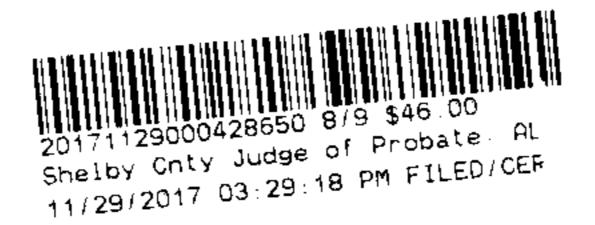
PARCEL 1 (Building 100 – Fee Simple)

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 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°00' 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°13'57" 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°13'57" West along the Southeasterly right-of-way line of U. S. Highway #280 a distance of 454.08 feet (454.04 ft measured) 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°44'50" East along the property boundary of said Lot 2 a distance of 349.64 feet to a point; thence South 30°56'15" East along the property boundary of said Lot 2 a distance of 410.59 feet (410.30 ft measured) to the Easternmost corner of said Lot 2, said point lying on the Northwesterly boundary of Lot 5, of said Meadow Brook Corporate Park South Phase II; thence North 48°40'59" East along the property boundary of said Lot 5 a distance of 338.00 feet (338.14 ft measured) to a point; thence South 67°19'02" 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 Corporate Park South Phase II; thence North 17°08'48" 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°46'15" and a chord bearing of North 31°42'30" West; thence along the arc of said curve and the property boundary of said Lot "B" a distance of 61.73 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve North 9°19'22" West along the property boundary of said Lot "B" 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°56'11" and a chord bearing of North 25°17'28" West; thence along the arc of said curve and the property boundary of said Lot "B" 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°10'29" (69°19'18" measured) and a chord bearing of North 6°35'54" West; thence along the arc of said curve and the property boundary of said Lot "B" and a distance of 125.84 feet (126.11 ft measured) to a point; thence South 82°52'26" West along the property boundary of said Lot "B" a distance of 219.00 feet (218.94 ft measured) to a point; thence North 7°06'37" West along the property boundary of said Lot "B" a distance of 93.57 feet (93.53 ft measured) to the POINT OF BEGINNING.

## PARCEL 2 (Easement)

TOGETHER WITH THE FOLLOWING 60 FOOT 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 I 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°46'03" 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°20'30" (90°20'34" measured) to the left in a Southerly direction a distance of 93.57 feet (93.53 ft measured) to a point; thence 90°00'00" (90°00'57" measured) to the left in an Easterly direction a distance of 219.00 feet (218.94 ft measured) to a point, said point being on a curve to the left having a radius of 104.23 feet and a central angle of 69°10'29" (69°19'18"measured); thence 125°11'31" (125°11'19" measured) to the right (angle measured to tangent) and along the arc of said curve a distance of 125.84 feet (126.11 ft measured) 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°56'11"; thence along the arc of said curve 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 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°46'15"; thence along the arc of said curve a distance of 61.73 feet to a point; thence 71°03'07" (71°14'25" measured) to the right (angle measured to tangent) in a Southwesterly direction a distance of 210.98 feet to the POINT OF BEGINNING; thence 84°26'03" to the left in a Southeasterly direction a distance of 71.55 feet to a point on the Northwesterly line of Corporate Parkway, said point being on a curve to the left having a radius of 385.00 feet and a central angle of 9°02'; thence 86°11'20" to the right (angle measured to tangent) in a Southwesterly direction along the Northwesterly line of Corporate Parkway and along the arc of said curve a distance of 60.70 feet to a point; thence 102°50'56" to the right (angle measured to tangent) in a Northwesterly direction a distance of 74.49 feet to a point; thence 84°27'50" 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°46′03" 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°20′30" (90°20′34" measured) to the left in a Southerly direction a distance of 93.57 feet (93.53 ft measured) to a point; thence 90°00′00" (90°00′57" measured) to the left in an Easterly direction a distance of 219.00 feet (218.94 ft measured) to a point, said point being on a curve to the left having a radius of 104.23 feet and a central angle of 69°10′29" (69°19′18" measured); thence 125°11′31" (125°11′19" measured) to the right (angle measured to tangent) and along the arc of said curve a distance of 125.84 feet (126.11 ft measured) 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°56′11"; thence along the arc of said curve 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 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°46′15" thence along the arc of said curve a distance of 61.73 feet to a point; thence 71°03′07" (71°14′25" measured) to the right (angle measured to tangent) in a

Southwesterly direction a distance of 86.00 feet to the POINT OF BEGINNING; thence 84°26'03" to the left in a Southeasterly direction a distance of 98.00 feet, more or less, to a point on the Northwesterly line of Corporate Parkway, said point being the POINT OF ENDING of said centerline.

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