

MORTGAGE AND SECURITY AGREEMENT

between

PINE MOUNTAIN PRESERVE, LLLP
a Delaware limited liability limited partnership
and
PINE MOUNTAIN PRESERVE, INC.,
a Delaware corporation
(the "Mortgagor")

and

BRYANT BANK
an Alabama state banking corporation
(the "Mortgagee")

November 19, 2018

**This instrument prepared by
and after recordation should
be returned to:**

Michael J. Brandt
Wallace, Jordan, Ratliff & Brandt, L.L.C.
800 Shades Creek Parkway
Suite 400
Birmingham, Alabama 35209
(205) 870-0555

MORTGAGE AND SECURITY AGREEMENT

STATE OF ALABAMA)
)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, **PINE MOUNTAIN PRESERVE, LLLP**, a Delaware limited liability limited partnership, and **PINE MOUNTAIN PRESERVE, INC.**, a Delaware corporation (jointly and severally "Mortgagor"), , whose address is 2700 Highway 280, Suite 425, Birmingham, Alabama 35223, for and in consideration of the indebtedness as herein recited hereby GRANTS, BARGAINS, SELLS, CONVEYS, MORTGAGES and WARRANTS to **BRYANT BANK**, an Alabama state banking corporation ("Mortgagee") whose address is 2700 Cahaba Village Plaza, Birmingham, Alabama 35242, its successors and assigns, the real property located in Shelby County, State of Alabama, more particularly described in Exhibit "A" attached hereto and made a part hereof as if specifically set out herein (the "Real Estate"), subject to the matters set forth on Exhibit "B" attached hereto and made a part hereof (the "Permitted Encumbrances").

Together with all rights, hereditaments and appurtenances in anywise appertaining or belonging thereto; and together with all buildings and improvements now or hereafter located on the Real Estate and all crops growing or to be grown or timber to be cut on the Real Estate (and products or proceeds thereof), equipment, fixtures and articles of personal property now or hereafter attached to or used in and about the building or buildings, including, but not limited to, all screens, awnings, shades, blinds, curtains, draperies, carpets, rugs, furniture and furnishings, heating, lighting, plumbing, ventilating, air conditioning, refrigerating, incinerating and elevator equipment, switchboards, stoves, ranges, vacuum cleaning systems, garbage disposals, refrigerators, dishwashers, hot water heaters, trash compactors, other appliances, paging systems, alarm systems, generators, sprinkler systems and other fire prevention and extinguishing apparatus and all other goods, materials, motors, machinery, pipes, equipment, inventory, fittings and fixtures now or hereafter affixed to or located on the Real Estate, and other improvements (such building or buildings and other improvements being hereinafter called the Project) now or hereafter erected, constructed or developed on the Real Estate which are necessary or useful for complete and comfortable use and occupancy of the Project for the purposes for which they were or are to be erected, constructed or developed, or which are or may be used in or related to the planning, development, financing or the operation thereof; all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the Project in any manner; all building materials and equipment now or hereafter delivered to the Project and intended to be installed therein including but not limited to all lumber and lumber products, bricks, building stones and building blocks, sand and cement, roofing material, paint, doors, windows, hardware, nails, wires and wiring, plumbing and plumbing fixtures, air-conditioning and heating equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, and in general, all building material and equipment of

every kind and character used or useful in connection with said improvements; all plans and specifications for the Project; all contracts and subcontracts relating to the Project, all deposits (including tenant's security deposits), funds, accounts, contract rights, instruments, documents, general intangibles (including trademarks, trade names and symbols used in connection therewith), and notes or chattel paper arising from or by virtue of any transactions related to the Project; all permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Project; all proceeds arising from or by virtue of the sale, lease or other disposition of any of the real or personal property or interest therein described herein; all proceeds (including premium refunds) payable or to be payable under each policy of insurance relating to the Project; all proceeds arising from the taking of all or a part of the Real Estate or any rights appurtenant thereto, including change of grade of streets, curb cuts or other rights of access, for any public or quasi-public use under any law, or by right of eminent domain, or by private or other purchase in lieu thereof; all good will and books and records relating to the business or businesses operated on the Real Estate; and all other interest of every kind and character which Mortgagor now has or at any time hereafter acquires in and to the above-described real and personal property and all property which is used or useful in connection therewith, including rights of ingress and egress, easements, licenses, and all reversionary rights or interests of Mortgagor with respect to such property, unto Mortgagee, its successors and assigns forever. It is agreed hereby that to the extent permitted by law, the foregoing personal property and fixtures are to be deemed and held to be a part of and affixed to the Real Estate. The foregoing-described real and personal property, and interests in real and personal property are hereinafter collectively called the "Mortgaged Property".

TO HAVE AND TO HOLD, said Mortgaged Property, unto Mortgagee, its successors and assigns forever.

This Mortgage is made to secure and enforce the following described indebtedness, obligations and liabilities (herein called the "Secured Debt"):

(i) Payment of a certain promissory note in the principal sum of Three Million Six Hundred Eighty-Three Thousand Five Hundred Thirty-Three and No/100 Dollars (\$3,683,533.00) of even date herewith ("Term Note"), executed by Pine Mountain Preserve, LLLP, a Delaware limited liability limited partnership, payable to the order of Mortgagee, bearing interest as provided in said Term Note, and any and all renewals, extensions, modifications, substitutions or increases of said Term Note, or any part thereof;

(ii) Payment of a certain promissory note in the principal sum of Eight Hundred Fifty Thousand and No/100 Dollars (\$850,000.00) of even date herewith ("Construction Note") (collectively, along with Term Note, referred to as the "Note"), executed by Pine Mountain Preserve, Inc., a Delaware corporation, payable to the order of Mortgagee, bearing interest as provided in said Construction Note, and any and all renewals, extensions, modifications, substitutions or increases of said Construction Note, or any part thereof;

(iii) Payment of all funds hereafter advanced by Mortgagee pursuant to the Note or to or for the benefit of Mortgagor, pursuant to any covenant or provision herein contained.

(iv) Complete and full performance of each and every obligation, covenant, duty and agreement of Mortgagor contained in this Mortgage;

(v) Complete and full performance of all obligations of Mortgagor under any other instrument evidencing, securing or pertaining to the Secured Debt, or evidencing any renewal or extension or modification or increase of the Secured Debt, or any part thereof, and Mortgagor's punctual and proper performance of all of Mortgagor's covenants, obligations and liabilities under the Loan and Security Agreement of even date herewith (the "Loan Agreement"), any other security agreement, mortgage, deed of trust, collateral pledge agreement, contract, assignment, loan agreement or any other instrument or agreement of any kind now or hereafter existing as security for, executed in connection with or related to the Secured Debt, or any part thereof (hereinafter referred to as the Loan Documents);

All Secured Debt shall be payable to Mortgagee at Mortgagee's address specified above, or at such other address as may be designated by Mortgagee from time to time; and, unless otherwise provided in the instrument evidencing or creating such indebtedness, shall bear interest at the same rate per annum as the Note bears, from the date of accrual of such indebtedness until paid. If any Secured Debt shall be collected by legal proceedings, whether through a probate or bankruptcy court or otherwise, or shall be placed in the hands of an attorney for collection after maturity, whether matured by the expiration of time or by any option given to Mortgagee to mature same, Mortgagor agrees to pay Mortgagee's reasonable attorneys' and collection fees, whether suit be brought or not, and such fees shall be a part of the Secured Debt. This Mortgage shall also secure all renewals, extensions, modifications, substitutions and increases of any of the Secured Debt.

This conveyance is intended to operate and is to be construed as a Mortgage and Security Agreement and is made under those provisions of existing laws of the State of Alabama.

And for the purpose of further securing the payment of said Secured Debt Mortgagor covenants and agrees as follows:

1. MORTGAGOR'S WARRANTIES OF TITLE. That Mortgagor is lawfully seized in fee and possessed of said Mortgaged Property, and has a good right to convey the same as aforesaid, that Mortgagor will warrant and forever defend the title against the lawful claims of all persons whomsoever, and that said property is free and clear of all encumbrances, easements and restrictions, except the Permitted Encumbrances.

2. PAYMENT AND PERFORMANCE. Mortgagor will pay all of the Secured Debt, together with the interest thereon, when the same shall become due, in accordance with the terms of the Note and the Loan Documents.

3. MORTGAGEE'S RIGHT TO PERFORM. Upon Mortgagor's failure to make any payment or perform any act required by the Note or Loan Documents, then at any time thereafter, and without notice to or demand upon Mortgagor, Mortgagee may (but shall not be obligated to) make such payment or perform such act for the account of and at the expense of Mortgagor, and shall have the right to enter the Mortgaged Property for such purpose and to take all such action thereon as Mortgagee may deem necessary or appropriate.

4. ORGANIZATION AND POWER OF MORTGAGOR. Mortgagor is a duly organized Delaware limited liability limited partnership, is validly existing under applicable state laws, and the transaction contemplated hereby is within Mortgagor's powers, has been duly authorized by all requisite action and is not in contravention of law or the articles of organization or operating agreement of Mortgagor.

5. EXISTENCE OF MORTGAGOR. Mortgagor will preserve and keep in full force and effect its existence, rights, franchises, and trade names.

6. INSURANCE. Mortgagor shall keep or cause to be kept the Mortgaged Property insured against loss or damage by fire, extended coverage perils, vandalism, malicious mischief, and any such other hazards, casualties, or other contingencies as from time to time may be required by Mortgagee in such manner and in such companies and amounts as Mortgagee may approve. All such policies shall name Mortgagee as a named insured and provide that any losses payable thereunder shall (pursuant to loss payable clauses, in form and content acceptable to Mortgagee, to be attached to each policy) be payable to Mortgagee to the extent of the Secured Debt, and provide that the insurance provided thereby, as to the interest of Mortgagee, shall not be invalidated by any act or neglect of Mortgagor, nor by the commencement of any proceedings by or against Mortgagor in bankruptcy, insolvency, receivership or any other proceeding for the relief of a debtor, nor by any foreclosure, repossession or other proceedings relating to the property insured, nor by any occupation of such property or the use of such property for purposes more hazardous than permitted in the policy. All such insurance shall be replacement cost coverage rather than actual cash value coverage. Mortgagor shall cause duplicate originals of any and all such insurance policies to be deposited with Mortgagee. At least fifteen (15) business days prior to the date the premiums on each such policy or policies shall become due and payable, Mortgagor shall furnish to Mortgagee evidence of the payment of such premiums. Mortgagor will cause each insurer under each of the policies to agree (either by endorsement upon such policy or by letter addressed to Mortgagee) to give Mortgagee at least thirty (30) business days' prior written notice of the cancellation of such policies in whole or in part or the lapse of any coverage thereunder. Mortgagor agrees that Mortgagor will not take any action or fail to take any action, which action or inaction would result in the invalidation of any insurance policy required hereunder. Mortgagor shall give immediate notice in writing to Mortgagee of any loss or damage to the Mortgaged Property caused by any casualty. If Mortgagor fails to keep the Mortgaged Property insured as above specified, Mortgagee may at its option and sole discretion, and at Mortgagor's expense, insure the Mortgaged Property for its insurable value against loss by fire, wind and other hazards as specified above for the sole benefit of Mortgagee.

Mortgagee is hereby authorized, but not required, on behalf of Mortgagor, to collect for, adjust or compromise any losses under any such insurance policies and to apply, at its option, the loss proceeds (less expenses of collection) on the Secured Debt, in any order and amount, and whether or not due, or hold such proceeds as a cash collateral reserve against the Secured Debt, or apply such proceeds to the restoration of the Mortgaged Property, or to release the same to Mortgagor, but no such application, holding in reserve or release shall cure or waive any default by Mortgagor. In the event of foreclosure of this Mortgage or other transfer of title to the Mortgaged Property in extinguishment of the Secured Debt, all right, title and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee. If the Mortgaged Property or any part thereof is located within an area that has been, or should such area at any time be, designated or identified as an area having special flood hazards by any governmental authority having jurisdiction, then Mortgagor will obtain such insurance as is required by such governmental authority in amounts required by Mortgagee.

7. TAXES AND ASSESSMENTS. Mortgagor will pay all taxes and assessments against or affecting the Mortgaged Property as the same shall become due and payable, and, if Mortgagor fails to do so, Mortgagee may pay them, together with all costs and penalties thereon, at Mortgagor's expense. Notwithstanding the foregoing, Mortgagor may in good faith by appropriate proceedings contest the validity of such taxes and assessments and, pending such contest, Mortgagor shall not be deemed in default hereunder due to such nonpayment if (i) prior to delinquency of the asserted tax or assessment, Mortgagor furnishes Mortgagee an indemnity bond, conditioned that such tax or assessment with interest, cost and penalties be paid as herein stipulated secured by a deposit in cash, or security acceptable to Mortgagee, or with surety acceptable to Mortgagee, in the amount of the tax or assessment being contested by Mortgagor, and a reasonable additional sum to pay all possible costs, interest and penalties imposed or incurred in connection therewith, and (ii) Mortgagor promptly pays any amount adjudged by a court of competent jurisdiction to be due, with all costs, penalties and interest thereon, before such judgment becomes final.

8. CONDEMNATION. All judgments, decrees and awards for injury or damage to the Mortgaged Property, and all awards pursuant to proceedings for condemnation thereof, are hereby assigned in their entirety to Mortgagee, who may apply the same to the Secured Debt in such manner as it may elect; and Mortgagee is hereby authorized, in the name of Mortgagor, to execute and deliver valid acquittances for, and to appeal from, any such award, judgment or decree. Immediately upon its obtaining knowledge of the institution or the threatened institution of any proceedings for the condemnation of the Mortgaged Property, Mortgagor shall notify Mortgagee of such fact. Mortgagor shall then, if requested by Mortgagee, file or defend its claim thereunder and prosecute same with due diligence to its final disposition and shall cause any awards or settlements to be paid over to Mortgagee for disposition pursuant to the terms of this Mortgage. Mortgagee shall be entitled to participate in and to control same and to be represented therein by counsel of its own choice, and Mortgagor will deliver, or cause to be delivered, to Mortgagee such instruments as it may request from time to time to permit such participation. In the event Mortgagee, as a result of any such judgment, decree, or award, believes that the

payment or performance of any obligation secured by this Mortgage is impaired, Mortgagee may, without notice, declare all of the Secured Debt immediately due and payable.

9. MORTGAGOR'S INTEREST IN THE MORTGAGED PROPERTY. If, while this Mortgage is in force, the interest of Mortgagor or the lien of Mortgagee in the Mortgaged Property hereby conveyed or any part thereof, shall be subjected to adverse claims to title, directly or indirectly, and if Mortgagor is not defending said claims or otherwise protecting the lien of this Mortgage, Mortgagor hereby authorizes Mortgagee, at Mortgagor's expense, to take all necessary and proper steps for the defense of its interest, including the employment of counsel, the prosecution or defense of litigation and the compromise or discharge of claims made against its interest.

10. TAXES ON NOTE OR MORTGAGE. If at any time any law shall be enacted imposing or authorizing the imposition of any tax upon this Mortgage, or upon any rights, titles, liens or security interests created hereby, or upon the Note, or any part thereof, Mortgagor shall immediately pay all such taxes; provided that, in the event it is unlawful for Mortgagor to pay such taxes or to legally reimburse Mortgagee for payment of such taxes, as determined by Mortgagee in its sole discretion, an Event of Default shall exist and Mortgagor immediately shall pay the entire Secured Debt.

11. STATEMENTS BY MORTGAGOR. Mortgagor shall, at any time and from time to time, furnish, promptly upon request, a written statement or affidavit, in such form as may be required by Mortgagee, stating the unpaid balance of the Note and that there are no offsets or defenses against full payment of the Note, or if there are any such offsets and defenses, specifying them. Mortgagor waives any claim against Mortgagee for such offsets or defenses if not specified as provided herein and agrees to hold Mortgagee harmless therefor.

12. MORTGAGEE'S EXPENSES. If, in pursuance of any covenant contained herein or in any other instrument executed in connection with the loan evidenced by the Note or in connection with any other Secured Debt, Mortgagee shall expend any money chargeable to Mortgagor or subject to reimbursement by Mortgagor under the terms of such covenant or agreement, Mortgagor will repay the same to Mortgagee immediately at the place where the Note or other Secured Debt is payable, together with interest thereon at the rate of interest payable on account of the Note or such other indebtedness in the event of a default thereunder from and after the date of Mortgagee's making such payment. The sum of each such payment shall be added to the Secured Debt and thereafter shall form a part of the same, and it shall be secured by this Mortgage and by subrogation to all the rights of the person or entity receiving such payment. Mortgagee may make advances, but shall not be obligated to do so, for any of the following: (i) insurance, (ii) payment of taxes or any part thereof, (iii) repair, maintenance and preservation of the Mortgaged Property, or of any buildings or other structures thereon, including fixtures, (iv) for the discharge of any liens or encumbrances on the Mortgaged Property, (v) for perfecting the title thereto, (vi) for enforcing collection of the Secured Debt, (vii) for any water, gas or electric charge imposed for any services rendered to the Mortgaged Property, (viii) for the protecting or preserving of any use being made of the Mortgaged Property, (ix) for advances to

any trustee or receiver of the Mortgaged Property, and (x) for any additions or improvements to the Mortgaged Property or to any buildings or other structures thereon, including fixtures, considered desirable by Mortgagee while it or any receiver or trustee is in possession thereof. Mortgagee may make and is hereby authorized to pay any payment herein, according to any bill, statement or estimate without inquiry into the accuracy of the bill, statement or estimate or into the validity thereof. Mortgagee in making any payment herein authorized, relating to any apparent or threatened adverse title, lien, statement of lien, encumbrance, mortgage, claim or charge, shall be the sole judge of the legality or validity of same.

13. WASTE, DEMOLITION, ALTERATION, REPLACEMENT OR REPAIR OF MORTGAGED PROPERTY. Mortgagor shall cause the Mortgaged Property and every part thereof to be maintained, preserved, kept safe and in good repair, and in good working condition. Mortgagor shall not commit or permit waste thereon. Mortgagor shall not remove, demolish or alter the design or structural character of the Project or the Mortgaged Property now or hereafter erected on the Real Estate without the express prior written consent of Mortgagee. Mortgagor shall comply with all laws and regulations of any governmental authority with reference to the Mortgaged Property and the manner and use of the same, and shall from time to time make all necessary and proper repairs, renewals, additions and restorations thereto so that the value and efficient use thereof shall be fully preserved and maintained. Mortgagor will discharge all claims for labor performed and material furnished therefor, and will not suffer any lien of mechanics or materialmen to attach to any part of the Mortgaged Property. Mortgagor agrees not to remove any of the fixtures or personal property included in the Project or the Mortgaged Property without the express prior written consent of Mortgagee and unless the same is immediately replaced with like property of at least equal value and utility.

Mortgagee and other persons authorized by Mortgagee shall have access to and the right to enter and inspect the Project and the Mortgaged Property at all reasonable times, and upon reasonable notice to Mortgagor, including monthly inspections if deemed necessary by Mortgagee. In the event Mortgagee finds that Mortgagor is not maintaining the Mortgaged Property as referenced herein, Mortgagee shall notify Mortgagor in writing of the needed repairs and Mortgagor shall have ten (10) business days to make satisfactory arrangements to bring the Mortgaged Property back to good condition. If after such time, satisfactory arrangements have not been made to bring the Mortgaged Property back to good condition as determined by the sole discretion of Mortgagee, Mortgagee shall have the right to make the repairs required at the expense of Mortgagor as previously enunciated in this Mortgage, or shall have the right to declare the Indebtedness Secured Hereby to be at once due and payable under the terms of this Mortgage.

14. IMPAIRMENT. Mortgagor will not do, or omit to do, any act or thing which would impair the security of this Mortgage.

15. SALE OF MORTGAGED PROPERTY. Mortgagor shall not convey, assign, encumber, grant a security interest in or options with respect to, or otherwise dispose of all or any part of the Mortgaged Property (other than items of personalty which have become obsolete

or worn beyond practical use and which have been replaced by adequate substitutes having a value equal to or greater than the replaced items when new) whether by operation of law or otherwise without the prior written consent of Mortgagee. If Mortgagee should, in its discretion, consent to any sale, conveyance or encumbrance of the Mortgaged Property, such consent may be conditioned upon one or more of the following: (i) the transferee's express agreement in writing to assume the payment of the Secured Debt; (ii) the transferee's express agreement in writing that the title and rights of such transferee are and shall remain unconditionally subject to all of the terms of this Mortgage for the complete fulfillment of all obligations of Mortgagor hereunder; (iii) payment of a transfer fee or (iv) a change in the interest rate or term of the Note. Mortgagor shall not grant any easement whatever with respect to any of the Mortgaged Property without the joinder therein of Mortgagee, or rent or lease any of the Mortgaged Property for any purpose whatever for a period longer than one year without the prior written consent of Mortgagee. The provisions of this Paragraph 15 shall apply to any and all sales, transfers, conveyances, exchanges, leases, assignments or other dispositions by Mortgagor, its successors and assigns, and any subsequent owners of the Mortgaged Property, or any part thereof.

16. SUCCESSORS. If the ownership of the Mortgaged Property or any part thereof becomes vested in a person other than Mortgagor, Mortgagee may, without notice to Mortgagor, deal with such successor or successors in interest with reference to this Mortgage and to the Secured Debt in the same manner as with Mortgagor without in any way vitiating or discharging Mortgagor's liability hereunder or upon the Secured Debt. No sale of the Mortgaged Property, and no forbearance on the part of Mortgagee, and no extension of the time for the payment of the Secured Debt, given by Mortgagee, shall operate to release, discharge, modify, change or affect the original liability of Mortgagor or the liability of any guarantors or sureties of Mortgagor, either in whole or in part.

17. SUBSEQUENT EASEMENTS. The purchaser at any foreclosure sale hereunder may disaffirm any easement granted, or rental, lease or other contract hereafter made, without the express written consent of Mortgagee or in violation of any provision of this Mortgage, and may take immediate possession of the Mortgaged Property free from, and despite the terms of, such grant of easement and rental or lease contract.

18. SUBORDINATE MORTGAGES. Mortgagor shall not execute or deliver any pledge, security agreement, mortgage or deed of trust covering all or any portion of the Mortgaged Property without the prior written consent of Mortgagee.

19. USE OF PROCEEDS; PAYMENT OF PRIOR LIEN. Mortgagor shall use the proceeds of the loan represented by the Note solely to refinance existing indebtedness secured by the Mortgaged Property, to finance additional development of the Mortgaged Property, and for the construction of improvements described in that certain Construction Loan Agreement between Pine Mountain Preserve, Inc. and Mortgagee of even date herewith. To the extent that proceeds of the Note are used to pay any outstanding lien, charge or encumbrance against or affecting the Mortgaged Property, such proceeds have been advanced by Mortgagee at Mortgagor's request, and Mortgagee shall be subrogated to all rights, interests and liens owned or

held by any owner or holder of such outstanding liens, charges or encumbrances, irrespective of whether such liens, charges or encumbrances are released of record.

20. LIMITATION ON INTEREST. If any payments required to be made hereunder or under the Note or any of the Loan Documents shall be in excess of the amount allowed by law, such payments shall be reduced to the maximum amounts allowed by law, and if any interest received by Mortgagee under the Note or this Mortgage or otherwise is in an amount that would exceed the highest lawful rate, such amount that would be excessive interest shall be applied to the reduction of the principal amount owing under the Note or on account of the other Secured Debt and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal of the Note and such other indebtedness, such excess shall be refunded to Mortgagor. All sums paid or agreed to be paid to Mortgagee for the use, forbearance, or detention of the Secured Debt shall, to the extent permitted by applicable law, be amortized, prorated, allocated and/or spread throughout the full term of such indebtedness until payment in full to the end that the rate of interest on account of such indebtedness never exceeds the maximum lawful rate at any time in effect and applicable to such indebtedness. The terms and provisions of this paragraph 20 shall control and supersede every other provisions of all agreements between Mortgagor and Mortgagee.

21. SECURITY AGREEMENT AND FINANCING STATEMENT. With respect to any portion of the Mortgaged Property that constitutes personal property or fixtures governed by the Uniform Commercial Code of the State of Alabama (hereinafter called the "Code"), this Mortgage shall constitute a security agreement between Mortgagor, as the Debtor, and Mortgagee, as the Secured Party, and Mortgagor hereby grants to Mortgagee a security interest in such portion of the Mortgaged Property. Cumulative of all other rights of Mortgagee hereunder, Mortgagee shall have all of the rights conferred upon secured parties by the Code. Mortgagor will execute and deliver to Mortgagee all financing statements that may from time to time be required by Mortgagee to establish and maintain the validity and priority of the security interest of Mortgagee, or any modification thereof, and all costs and expenses of any searches reasonably required by Mortgagee. Mortgagor hereby authorizes Mortgagee to execute and file, without Mortgagor's joinder, any and all financing statements or continuation statements necessary or desirable to perfect or maintain the validity and priority of Mortgagee's security interest. Mortgagee may exercise any or all of the remedies of a secured party available to it under the Code with respect to such property, and it is expressly agreed that if upon default Mortgagee should proceed to dispose of such property in accordance with the provisions of the Code, five (5) business days' notice by Mortgagee to Mortgagor shall be deemed to be reasonable notice under any provision of the Code requiring such notice; provided, however, that Mortgagee may at its option dispose of such property in accordance with Mortgagee's rights and remedies with respect to the Real Estate pursuant to the provisions of this Mortgage, in lieu of proceeding under the Code.

Mortgagor shall give advance notice in writing to Mortgagee of any proposed change in Mortgagor's name, identity or structure and will execute and deliver to Mortgagee, prior to or concurrently with the occurrence of any such change, all additional financing statements that

Mortgagee may require to establish and maintain the validity and priority of Mortgagee's security interest with respect to any Mortgaged Property described or referred to herein.

Some of the items of Mortgaged Property described herein are goods that are or are to become fixtures related to the Real Estate, and it is intended that, as to those goods, this Mortgage shall be effective as a financing statement filed as a fixture filing from the date of its filing for record in the real estate records of the county in which the Mortgaged Property is situated. Information concerning the security interest created by this instrument may be obtained from Mortgagee, as secured party, at the address of Mortgagee stated above. The mailing address of Mortgagor, as debtor, is as stated above.

22. FINANCIAL STATEMENTS. Mortgagor shall deliver to Mortgagee such financial statements as are required under the Loan Agreement.

23. NOTICE OF LITIGATION. Mortgagor consents and agrees that it will give notice to Mortgagee of any litigation in which Mortgagor becomes involved and will continue to thereafter provide to Mortgagee periodic statements of the status and progress of such litigation as may be requested by Mortgagee.

24. CHANGE OF ZONING. Mortgagor covenants and agrees not to request or consent to any change in the zoning of or restrictive covenants affecting the Mortgaged Property without the prior written consent of Mortgagee.

25. COMPLIANCE WITH LAWS. The Mortgaged Property, and the use thereof by Mortgagor, shall comply with all laws, rules, ordinances, regulations, covenants, conditions, restrictions, orders and decrees of any governmental authority or court applicable to Mortgagor, the Mortgaged Property, and its use, and Mortgagor shall pay all fees or charges of any kind in connection therewith. Mortgagor will not use or occupy or allow the use or occupancy of the Mortgaged Property in any manner which violates any applicable law, rule, regulation or order or which constitutes a public or private nuisance or which makes void, voidable or subject to cancellation any insurance then in force with respect thereto.

26. HOLD HARMLESS. Mortgagor will defend, at its own cost and expense, and hold Mortgagee harmless from, any proceeding or claim affecting the Mortgaged Property. All costs and expenses incurred by Mortgagor in protecting its interests hereunder, including all court costs and reasonable attorneys' fees, shall be borne by Mortgagor.

27. FURTHER ASSURANCES. Mortgagor, upon the request of Mortgagee, will execute, acknowledge, deliver and record such further instruments and do such further acts as may be necessary, desirable or proper to carry out the purposes of any of the Note, Mortgage and Loan Documents and to subject to the liens and security interests created thereby any property intended by the terms thereof to be covered thereby, including specifically but without limitation, any renewals, additions, substitutions, replacements, improvements, or appurtenances to the Mortgaged Property.

28. CONSENT. In any instance hereunder where Mortgagee's approval or consent is required or the exercise of Mortgagee's judgment is required, the granting or denial of such approval or consent and the exercise of such judgment shall be within the sole discretion of Mortgagee and Mortgagee shall not, for any reason or to any extent, be required to grant such approval or consent or exercise such judgment in any particular manner.

29. NO PARTNERSHIP. Nothing contained herein is intended to create any partnership, joint venture or association between Mortgagor and Mortgagee, or in any way make Mortgagee a co-principal with Mortgagor with reference to the Mortgaged Property, and any inferences to the contrary are hereby expressly negated.

30. NO PLEDGE OR CHANGE OF OWNERSHIP INTEREST. The Members of Mortgagor shall neither sell, pledge nor assign in the aggregate more than ten (10) percent of the outstanding membership interests in Mortgagor without the prior written consent of Mortgagee.

31. NOTICES BY GOVERNMENTAL AUTHORITY, FIRE AND CASUALTY LOSSES, ETC. Mortgagor shall timely comply with and promptly furnish to Mortgagee true and complete copies of any official notice or claim by any governmental authority pertaining to the Mortgaged Property. Mortgagor shall promptly notify Mortgagee of any fire or other casualty or any notice or taking of eminent domain action or proceeding affecting the Mortgaged Property.

32. TRADE NAMES. At the request of Mortgagee, Mortgagor shall execute a certificate in form satisfactory to Mortgagee listing the trade names under which Mortgagor intends to operate the Mortgaged Property, and representing and warranting that Mortgagor does business under no other trade names with respect to the Mortgaged Property. Mortgagor shall immediately notify Mortgagee in writing of any change in said trade names, and will, upon request of Mortgagee, execute any additional financing statements and other certificates required to reflect the change in trade names and will execute and file any assumed name certificate required by applicable laws.

33. RECORDING AND FILING. This Mortgage and all applicable Loan Documents and all amendments, supplements and extensions thereto and substitutions therefor shall be recorded, filed, rerecorded and refiled in such manner and in such places as Mortgagee shall reasonably request, and Mortgagor will pay all such recording, filing, rerecording and refiling fees, title insurance premiums, and other charges.

34. MINERAL RIGHTS. Subject to existing rights of other parties holding mineral interests, without written consent of Mortgagee there shall be no drilling or exploring for, or extraction, removal or production of minerals from the surface or subsurface of the Mortgaged Property. The term "minerals" as used herein shall include, without limiting the generality of

such term, oil, gas, casinghead gas, coal, lignite hydrocarbons, methane, carbon dioxide, helium, uranium and all other natural elements, compounds and substances, including sand and gravel.

35. DEFEASANCE. If Mortgagor shall: (A) pay in full (i) all of the Secured Debt including but not limited to all sums (principal, interest and charges) payable under the Note and any and all extensions and renewals of the same (including future advances); and (ii) all sums becoming due and payable by Mortgagor under the terms of this Mortgage and the Loan Documents, including but not limited to advancements made by Mortgagee pursuant to the terms and conditions of this Mortgage; and (B) have kept and performed each and every obligation, covenant, duty, condition and agreement herein imposed on or agreed to by Mortgagor; then this conveyance and the grants and conveyances contained herein shall become null and void, and the Mortgaged Property shall revert to Mortgagor, and the entire estate, right, title and interest of Mortgagee will thereupon cease; and Mortgagee in such case shall, upon the request of Mortgagor and at Mortgagor's cost and expense, deliver to Mortgagor proper instruments acknowledging satisfaction of this Mortgage; otherwise, this Mortgage shall remain in full force and effect.

36. EVENTS OF DEFAULT. The happening of any of the Event of Default under Article 7 of the Loan Agreement shall constitute an Event of Default under this Mortgage.

37. REMEDIES OF MORTGAGEE UPON DEFAULT.

(A) Acceleration of Indebtedness. Upon occurrence of an Event of Default or at any time thereafter, Mortgagee may at its option and without demand or notice to Mortgagor, declare all or any part of the Secured Debt immediately due and payable whereupon all such Secured Debt shall forthwith become due and payable without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by Mortgagor and Mortgagee may immediately enforce payment of all such amounts and may exercise any or all of its rights and remedies under this Mortgage, the Note and any of the other Loan Documents and applicable law.

(B) Operation of Property by Mortgagee. Upon the occurrence of an Event of Default, or at any time thereafter, in addition to all other rights herein conferred on Mortgagee, Mortgagee (or any person, firm or corporation designated by Mortgagee) may, but shall not be obligated to, enter upon and take possession of any or all of the Mortgaged Property, exclude Mortgagor therefrom, and hold, use, administer, manage and operate the same to the extent that Mortgagor could do so, without any liability to Mortgagor resulting therefrom; and Mortgagee may collect, receive and receipt for all proceeds accruing from such operation and management, make repairs and purchase needed additional property, and exercise every power, right and privilege of Mortgagor with respect to the Mortgaged Property.

(C) Judicial Proceedings; Right to Receiver. Upon the occurrence of an Event of Default, Mortgagee, in lieu of or in addition to exercising the power of sale hereinafter given, may proceed by suit to foreclose its lien on, security interest in, and assignment of, the

Mortgaged property, to sue Mortgagor for damages on account of or arising out of said default or breach, or for specific performance of any provision contained herein, or to enforce any other appropriate legal or equitable right or remedy. Mortgagee shall be entitled, as a matter of right, upon bill filed or other proper legal proceedings being commenced for the foreclosure of this Mortgage, to the appointment by any competent court or tribunal, without notice to Mortgagor or any other party, of a receiver of the rents, issues and profits of the Mortgaged Property, with power to lease and control the Mortgaged Property and with such other powers as may be deemed necessary.

(D) Power of Sale. Upon the occurrence of any Event of Default, or at any time thereafter, this Mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past due mortgages, and Mortgagee shall be authorized, at its option, whether or not possession of the Mortgaged Property is taken, after giving notice by publication once a week for three consecutive weeks of the time, place and terms of each such sale by publication in some newspaper published in the county wherein the Mortgaged Property or any part thereof is located, to sell the Mortgaged Property (or such part or parts thereof as Mortgagee may from time to time elect to sell) in front of such county's courthouse door, at public outcry, to the highest bidder for cash. Mortgagee, its successors and assigns, may bid at any sale or sales had under the terms of this Mortgage and may purchase the Mortgaged property, or any part thereof, if the highest bidder therefor. The purchaser at any such sale or sales shall be under no obligation to see to the proper application of the purchase money. At any foreclosure sale, any part or all of the Mortgaged Property, real, personal or mixed, may be offered for sale in parcels or en masse for one total price, the proceeds of any such sale en masse to be accounted for in one account without distinction between the items included therein or without assigning to them any proportion of such proceeds, Mortgagor hereby waiving the application of any doctrine of marshalling or like proceeding. In case Mortgagee, in the exercise of the power of sale herein given, elects to sell the Mortgaged Property in parts or parcels, sales thereof may be held from time to time, and the power of sale granted herein shall not be fully exercised until all of the Mortgaged Property not previously sold shall have been sold or all the Secured Debt shall have been paid in full.

(E) Personal Property and Fixtures. On the happening of any Event of Default or at any time thereafter, Mortgagee shall have and may exercise with respect to the personal property and fixtures included in the Mortgaged Property (sometimes referred to as the "Collateral") all rights, remedies and powers of a secured party under the Code with reference to the Collateral or any other items in which a security interest has been granted herein, including without limitation the right and power to sell at public or private sale or sales or otherwise dispose of, lease or utilize the Collateral and any part or parts thereof in any manner to the fullest extent authorized or permitted under the Code after default hereunder, without regard to preservation of the Collateral or its value and without the necessity of a court order. Mortgagee shall have, among other rights, the right to take possession of the Collateral and to enter upon any premises where the same may be situated for the purpose of repossessing the same without being guilty of trespass and without liability for damages occasioned thereby and to take any action deemed appropriate or desirable by Mortgagee, at its option and its sole discretion, to

repair, restore or otherwise prepare the Collateral for sale, lease or other use or disposition. At Mortgagee's request, Mortgagor shall assemble the Collateral and make the Collateral available to Mortgagee at any place designated by Mortgagee. To the extent permitted by law, Mortgagor expressly waives any notice of sale or any other disposition of the Collateral and any rights or remedies of Mortgagee with respect to, and the formalities prescribed by law relative to, the sale or disposition of the Collateral or to the exercise of any other right or remedy of Mortgagee existing after default. To the extent that such notice is required and cannot be waived, Mortgagor agrees that if such notice is given to Mortgagee in accordance with the provisions of Paragraph (38) below, at least five (5) business days before the time of the sale or other disposition, such notice shall be deemed reasonable and shall fully satisfy any requirement for giving said notice.

Mortgagor agrees that Mortgagee may proceed to sell or dispose of both the real and personal property comprising the Mortgaged Property in accordance with the rights and remedies granted under this Mortgage with respect to the Real Estate covered hereby. Mortgagor hereby grants Mortgagee the right, at its option after default hereunder, to transfer at any time to itself or its nominee the Collateral or any part thereof and to receive the monies, income, proceeds and benefits attributable to the same and to hold the same as Collateral or to apply it on the Secured Debt in such order and amounts and manner as Mortgagee may elect. Mortgagor covenants and agrees that all recitals in any instrument transferring, assigning, leasing or making other disposition of the Collateral or any part thereof shall be full proof of the matters stated therein and no other proof shall be required to establish the legal propriety of the sale or other action taken by Mortgagee and that all prerequisites of sale shall be presumed conclusively to have been performed or to have occurred.

(F) Assignment of Leases and Rents. All of the rents, royalties, issues, profits, revenue, income and other benefits derived from the Mortgaged Property or arising from the use or enjoyment of any portion thereof or from any lease or agreement pertaining thereto, whether paid or accruing before or after the filing by or against Mortgagor of any petition for relief under 11 U.S.C. § 101 *et. seq.* (hereinafter called the "Rents and Profits") are hereby absolutely and unconditionally assigned, transferred, conveyed and set over to Mortgagee to be applied by Mortgagee in payment of all proper charges and expenses including the just and reasonable compensation for the services of Mortgagee, its attorneys, agents, and others employed by Mortgagee in connection with the operation, management and control of the Mortgaged Property and the conduct of the business thereof, and such further sums as may be sufficient to indemnify Mortgagee from and against any liability, loss or damage on account of any matter or thing done in good faith in pursuance of the rights and powers of Mortgagee hereunder. Mortgagee may, at its option, credit the remainder of the payment of the principal and interest and all other sums payable on the Note and other Secured Debt. Prior to the occurrence of any default hereunder, Mortgagor shall collect and receive all Rents and Profits for the benefit of Mortgagee and Mortgagor, and Mortgagor shall apply the funds so collected first to the payment of the principal and interest and all other sums payable on the Note and in payment of all other Secured Debt and thereafter, so long as no default hereunder has occurred, the balance shall be distributed to the account of Mortgagor. Mortgagor will not (i) execute an

assignment of any of its rights, title or interest in the Rents and Profits, or (ii) except where the lessee is in default thereunder, terminate or consent to the cancellation or surrender of any lease of the Mortgaged Property or any part thereof, now or hereafter existing, having an unexpired term of one year or more except that any lease may be canceled, provided that promptly after the cancellation or surrender thereof a new lease is entered into with a new lessee having a credit standing, in the judgment of Mortgagee, at least equivalent to that of the lessee whose lease was canceled, on substantially the same terms as the terminated or canceled lease, or (iii) modify any lease of the Mortgaged Property or any part thereof so as to shorten the unexpired term thereof or so as to decrease the amount of the rent payable thereunder, or (iv) accept prepayments of any installments of rent to become due under any of such leases in excess of one month, except prepayments in the nature of security for the performance of the lessee thereunder, or (v) in any other manner impair the value of the Mortgaged Property or the security of this Mortgage. Mortgagor will not execute any lease of all or any substantial portion of the Mortgaged Property except for actual occupancy by the lessee thereunder, and will at all times promptly and faithfully perform, or cause to be performed, each covenant, condition and agreement contained in each lease of the Mortgaged Property now or hereafter existing, on the part of lessor thereunder to be kept and performed. Mortgagor shall furnish to Mortgagee, within ten (10) business days after a request by Mortgagee to do so, a written statement containing the names of all lessees of the Mortgaged Property, the terms of their respective leases, the spaces occupied and the rentals payable thereunder.

(G) Foreclosure Deeds. Mortgagor hereby authorizes and empowers Mortgagee or the auctioneer at any foreclosure sale had hereunder, for and in the name of Mortgagor, to execute and deliver to the purchaser or purchasers of any of the Mortgaged Property sold at foreclosure good and sufficient deeds of conveyance or bills of sale thereto.

(H) Application of Proceeds. All payments received by Mortgagee as proceeds of the Mortgaged Property, or any part thereof, as well as any and all amounts realized by Mortgagee in connection with the enforcement of any right or remedy under or with respect to this Mortgage, shall be applied by Mortgagee as follows: (i) to the payment of all necessary expenses incident to the execution of any foreclosure sale or sales or other remedies under this Mortgage, including reasonable attorneys' fees as provided herein, (ii) to the payment in full of any of the Secured Debt that is then due and payable (including without limitation principal, accrued interest, advances and all other sums secured hereby) and to the payment of attorneys' fees as provided herein and in the Note, (iii) any other sums that might be due under this Mortgage, the Note or the Loan Documents, which have not otherwise been contemplated in (i) and (ii) above, and (iv) the remainder, if any, shall be paid to Mortgagor or such other person or persons as may be entitled thereto by law, after deducting therefrom the cost of ascertaining their identity.

(I) Multiple Sales. Upon the occurrence of any Event of Default or at any time thereafter, Mortgagee shall have the option to proceed with foreclosure, either through the courts or by proceeding with foreclosure by power of sale as provided for in this Mortgage, but without declaring the whole Secured Debt due. Any such sale may be made subject to the

unmatured part of the Secured Debt, and such sale, if so made, shall not in any manner affect the unmatured part of the Secured Debt, but as to such unmatured part of the Secured Debt shall remain in full force and effect as though no sale had been made under the provisions of this paragraph. Several sales may be made under the provisions of this paragraph without exhausting the right of sale for any remaining part of the Secured Debt whether then matured or unmatured, the purpose hereof being to provide for a foreclosure and sale of the Mortgaged Property for any matured part of the Secured Debt without exhausting any power of foreclosure and the power to sell the Mortgaged Property for any other part of the Secured Debt, whether matured at the time or subsequently maturing.

(J) Waiver of Appraisement Laws. Mortgagor waives, to the fullest extent permitted by law, the benefit of all laws now existing or hereafter enacted providing for (i) any appraisement before sale of any portion of the Mortgaged Property (commonly known as appraisement laws), or (ii) any extension of time for the enforcement of the collection of the Secured Debt or any creation or extension of a period of redemption from any sale made in collecting the Secured Debt (commonly known as stay laws and redemption laws).

(K) Prerequisites of Sales. In case of any sale of the Mortgaged Property as authorized by this Paragraph 37, all prerequisites to the sale shall be presumed to have been performed, and in any conveyance given hereunder all statements of facts, or other recitals therein made, as to the non-payment of any of the Secured Debt or as to the advertisement of sale, or the time, place and manner of sale, or as to any other fact or thing, shall be taken in all courts of law or equity as prima facie evidence that the facts so stated or recited are true.

38. NOTICE AND ADDRESSES FOR NOTICES. All notices or other written communications hereunder shall be deemed to have been properly if given in accordance with the Loan Agreement.

39. PARTIAL RELEASE AND ADDITIONAL SECURITY. Any part of the Mortgaged Property may be released by Mortgagee without affecting the lien, security interest and assignment hereof against the remainder. The lien, security interest and other rights granted hereby shall not affect or be affected by any other security taken for the same indebtedness or any part thereof. The taking of additional security, or the extension or renewal of the Secured Debt or any part thereof, shall not release or impair the lien, security interest and other rights granted hereby, or affect the liability of any endorser, guarantor or surety, or improve the right of any permitted junior lienholder; and this Mortgage, as well as any instrument given to secure any renewal or extension of the Secured Debt, or any part thereof, shall be and remain a first and prior lien, except as otherwise provided herein, on all of the Mortgaged Property not expressly released until the obligations and Secured Debt are completely paid, performed and discharged.

40. WAIVER. To the extent that Mortgagor may lawfully do so, Mortgagor agrees that Mortgagor shall not assert and hereby expressly waives, any right under any statute or rule of law pertaining to the marshalling of assets, valuation and appraisement, the exemption of business or residential homestead, the administration of estates of decedents, dower and curtesy,

the rights and remedies of sureties or other matter whatever to defeat, reduce or affect the right of Mortgagee, under the terms of this Mortgage, to sell the Mortgaged Property for the collection of the Secured Debt (without any prior or different resort for collection) or the right of Mortgagee, under the terms of this Mortgage, to the payment of such Secured Debt out of the proceeds of sale of the Mortgaged Property in preference to every other person and claimant whatever (only reasonable expenses of such sale being first deducted).

41. NO WAIVER AND SEVERABILITY. No waiver of any default on the part of Mortgagor or breach of any of the provisions of this Mortgage or of any other instrument executed in connection with the Secured Debt shall be considered a waiver of any other or subsequent default or breach, and no delay or omission in exercising or enforcing the rights and powers herein granted shall be construed as a waiver of such rights and powers, and likewise no exercise or enforcement of any rights or powers hereunder shall be held to exhaust such rights and powers, and every such right and power may be exercised from time to time. If any provision of this Mortgage is held to be illegal, invalid or unenforceable under present or future laws effective while this Mortgage is in effect, the legality, validity and enforceability of the remaining provisions of this Mortgage shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable provision there shall be added automatically as a part of this Mortgage a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable. If any of the liens, security interests or assignment of rents created by this Mortgage shall be invalid or unenforceable, the unsecured portion of the Secured Debt shall be completely paid prior to the payment of the remaining and secured portion of the Secured Debt and all payments made on account of such indebtedness shall be considered to have been paid on and applied first to the complete payment of the unsecured portion of such indebtedness.

42. REMEDIES CUMULATIVE. In addition to and notwithstanding and without modifying the other remedies provided herein and without limiting the rights of Mortgagee to exercise such remedies, Mortgagee is given the additional right to enforce the covenants, agreements, and obligations of Mortgagor hereunder, by the securing of equitable remedies, including that of temporary and permanent injunction and specific performance, without the necessity of Mortgagee filing any bond or other security which would otherwise be required by the statutes of the State of Alabama or the Alabama Rules of Civil Procedure in seeking such equitable remedies, the requirement for filing of any such bond or other security being hereby expressly waived.

43. AMENDMENTS. No amendment, modification or cancellation of this Mortgage shall be valid unless in writing and signed by the party against whom enforcement is sought.

44. HEADINGS. The Paragraph and Subparagraph headings hereof are inserted for convenience and reference only and shall not alter, define, or be used in construing the text of such Paragraphs or Subparagraphs.

45. GOVERNING LAW. This Mortgage shall be governed and construed under the laws of the State of Alabama except to the extent any law, rule or regulation of the federal government of the United States of America may be applicable, in which case such federal law, rule or regulation shall control.

46. COPIES. Mortgagor acknowledges receipt of a true and correct copy of this Mortgage.

47. MEANING OF PARTICULAR TERMS. Whenever used, the singular number shall include the plural and the plural the singular, and pronouns of one gender shall include all genders; and the words "Mortgagor" and "Mortgagee" shall include their respective heirs, personal representatives, successors and assigns. The term "Mortgagor" as used in this Mortgage refers to each of the undersigned, jointly and severally, whether one or more natural persons, partnerships, corporations, associations, trusts or other entities or organizations.

48. ENVIRONMENTAL PROTECTION.

(A) Mortgagor represents and covenants that (i) Mortgagor has not caused or suffered to occur and Mortgagor will not hereafter cause or suffer to occur, a discharge, spillage, uncontrolled loss, seepage or filtration of oil or petroleum or chemical liquids or solids, liquid or gaseous products or hazardous waste (a "spill") or hazardous substance as those terms are used in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA") at, upon, under or within the Mortgaged Property or any contiguous real estate which has been included in the property description of the Mortgaged Property within the preceding three years; (ii) neither Mortgagor nor, to the best of Mortgagor's knowledge, any other party has been, is or will be involved in operations at or near the Mortgaged Property which could lead to the imposition on Mortgagor or any other owner of the Mortgaged Property of liability or the creation of a lien on the Mortgaged Property under CERCLA, SARA or the Resource Conservation and Recovery Act of 1976 ("RCRA") (collectively, the "Acts") or under any similar applicable laws or regulations; and (iii) Mortgagor has not permitted and will not, to the best of Mortgagor's knowledge, permit any tenant or occupant of the Mortgaged Property to engage in any activity that could lead to the imposition of liability on such tenant or occupant, Mortgagor or any other owner of any of the Mortgaged Property, or the creation of a lien on the Mortgaged Property under the Acts or any similar applicable laws or regulations;

(B) Mortgagor shall comply strictly and in all respects with the requirements of the Acts and related regulations and with all similar state and local applicable laws and regulations and shall notify Mortgagee promptly in the event of any spill or hazardous substance upon the Mortgaged Property, and shall promptly forward to Mortgagee copies of all orders, notices, permits, applications or other communications and reports in connection with any such spill or any other matters relating to the Act or related regulations or any similar applicable laws or regulations, as they may affect the Mortgaged Property.

(C) In the event of (i) a change in the use of the Mortgaged Property, (ii) any material revision to any of the Acts or similar laws or regulations or (iii) any event giving Mortgagee reasonable grounds to believe further environmental study of the Mortgaged Property is appropriate, Mortgagor, promptly upon the written request of Mortgagee, shall provide Mortgagee with an environmental site assessment or environmental audit report, or an update of such an assessment or report, all in scope, form and content satisfactory to Mortgagee.

(D) Mortgagor shall indemnify Mortgagee and hold Mortgagee harmless from and against all loss, liability, damage and expense, including attorneys' fees, suffered or incurred by Mortgagee, whether as holder of this Mortgage, as mortgagee in possession or as successor in interest to Mortgagor as owner of the Mortgaged Property by virtue of foreclosure or acceptance of a deed in lieu of foreclosure: (i) under or on account of the Acts or related regulations or any similar applicable laws or regulations, including the assertion of any lien thereunder; (ii) with respect to any spill or hazardous substance affecting the Mortgaged Property whether or not the same originates or emanates from the Mortgaged Property or any such contiguous real estate, including any loss of value of the Mortgaged Property as a result of a spill or hazardous substance; and (iii) with respect to any other matter affecting the Mortgaged Property within the jurisdiction of any equivalent agency or department of the State of Alabama or any subdivision thereof.

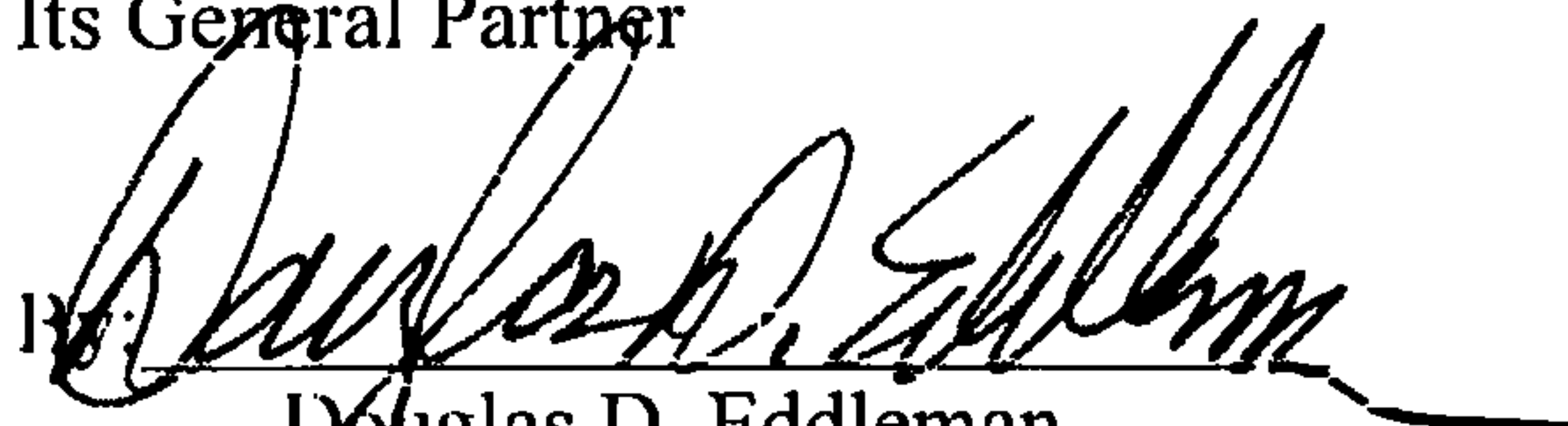
(E) In the event of any spill or hazardous substance affecting the Mortgaged Property, whether or not the same originates or emanates from the Mortgaged Property or any such contiguous real estate, or if Mortgagor shall fail to comply with any of the requirements of the Acts or related regulations or any other environmental law or regulation, Mortgagee may at its election, but without the obligation so to do, give such notices and/or cause such work to be performed at the Mortgaged Property and take any and all other actions as Mortgagee shall deem necessary or advisable in order to remedy said spill or hazardous substance or cure said failure of compliance and any amounts paid as a result thereof, together with interest thereon at the Default Interest Rate (as specified in the Note) from the date of payment by Mortgagee, shall be immediately due and payable by Mortgagor to Mortgagee and until paid shall be added to and become a part of the Secured Debt shall have the benefit of the lien hereby created as a part thereof.

IN WITNESS WHEREOF, the undersigned has hereunto set its signature and seal, this 19th day of November, 2018.

MORTGAGOR:

PINE MOUNTAIN PRESERVE, LLLP, a
Delaware limited liability limited partnership

By: Eddleman Properties, LLC, an Alabama
limited liability company
Its General Partner


By: Douglas D. Eddleman
Its Manager

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Douglas D. Eddleman, whose name as Manager of Eddleman Properties, LLC, an Alabama limited liability company, General Partner of Pine Mountain Preserve, LLLP, a Delaware limited liability limited partnership, 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, in such capacity and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal this 19th of November, 2018.



Notary Public

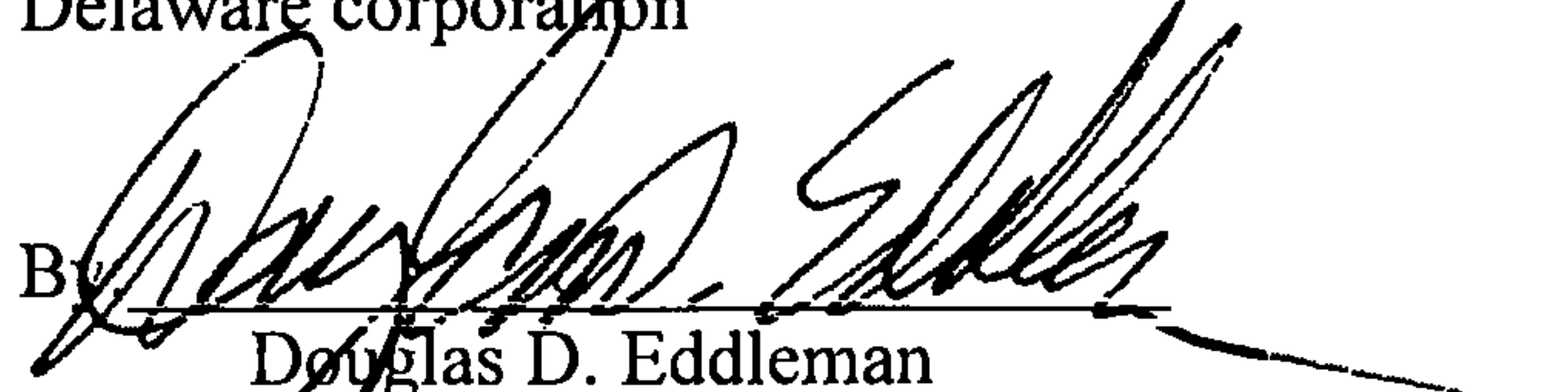
My commission expires: March 2, 2019

[NOTARIAL SEAL]



MORTGAGOR (continued):


PINE MOUNTAIN PRESERVE, INC., a
Delaware corporation

B 
Douglas D. Eddleman
Its President, CEO and Secretary

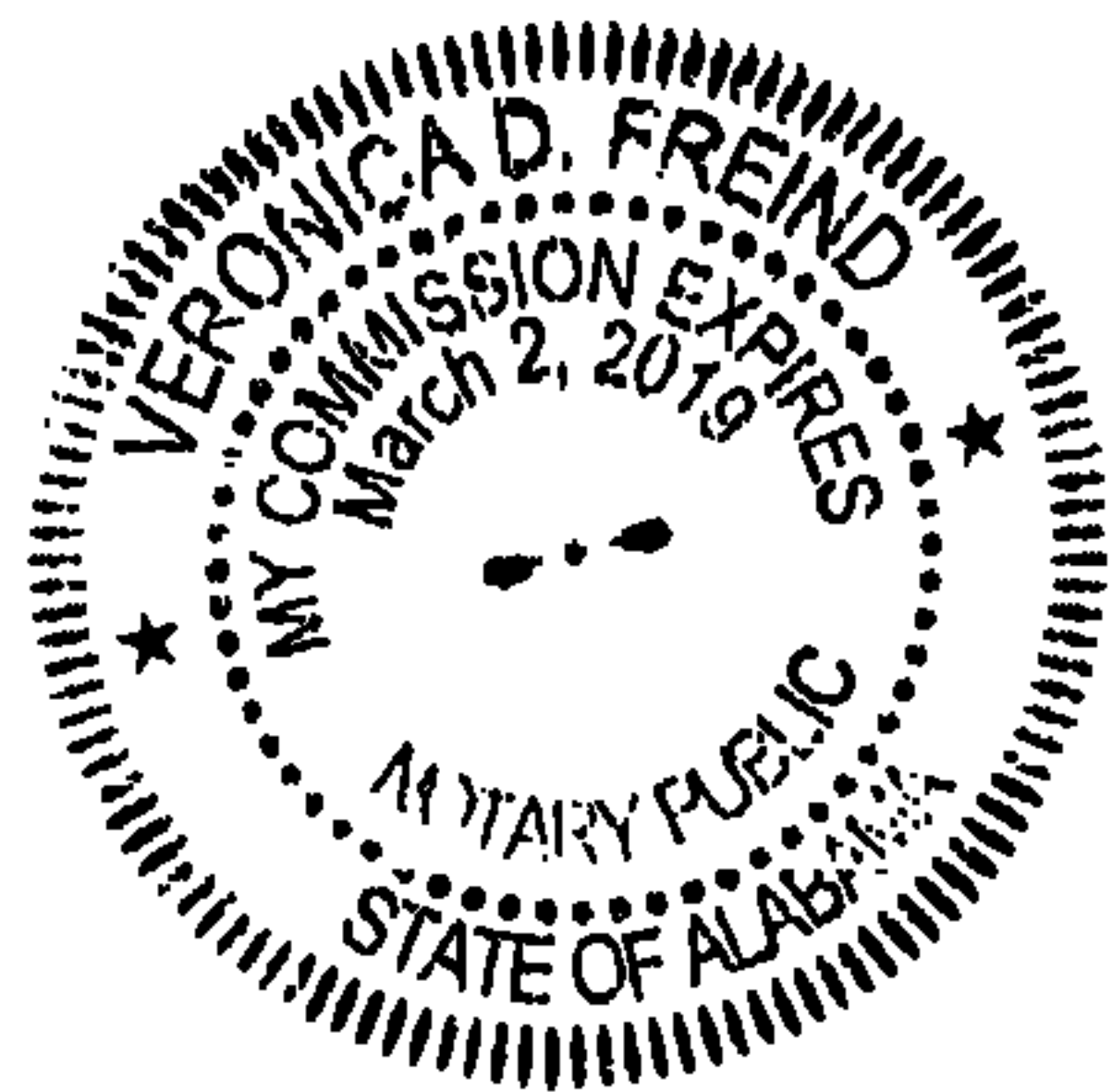
STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Douglas D. Eddleman, whose name as President, CEO and Secretary of Pine Mountain Preserve, 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, in such capacity and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 19th of November, 2018.


Notary Public

My commission expires: March 2, 2019



[NOTARIAL SEAL]

Exhibit A

to

Mortgage and Security Agreement
between

Pine Mountain Preserve, LLLP and Pine Mountain Preserve, Inc. and Bryant Bank

PARCEL I

From a 2" solid bar accepted as the SW corner of Section 2, Township 19 South, Range 1 East, run thence Grid North 89 degrees 27 minutes 27 seconds East along the South boundary of said Section 2 for a distance of 4009.02 feet to a 1/2" rebar on the Northwesterly boundary of Shelby County Highway #55 (80 foot right of way), said point being on a curved boundary concave right having a centerline delta angle of 15 degrees 58 minutes 23 seconds and tangents of 427.62 feet, said point being South 89 degrees 27 minutes 27 seconds West 1277.19 feet from a 1/2" rebar accepted as the SE corner of said Section 2; thence run a chord bearing of North 49 degrees 58 minutes 14 seconds East for a chord distance of 697.25 feet to a 1/2" rebar at the P.T.; thence North 56 degrees 27 minutes 11 seconds East for a distance of 265.57 feet to a 1/2" rebar at the P.C. of a curve concave left having a centerline delta angle of 24 degrees 07 minutes 11 seconds and tangents of 281.85 feet; thence run a chord bearing of North 44 degrees 23 minutes 36 seconds East for a chord distance of 534.55 feet to a 1/2" rebar at the P.T.; thence run North 32 degrees 20 minutes 00 seconds East for a distance of 205.25 feet to a 1/2" rebar at the P.C. of a curve concave right having a centerline delta angle of 18 degrees 36 minutes 35 seconds and tangents of 300.0 feet; thence run a chord bearing of North 41 degrees 38 minutes 17 seconds East for a chord distance of 605.04 feet to a 1/2" rebar at the P.T.; thence run North 50 degrees 55 minutes 35 seconds East for a distance of 335.14 feet to a 1/2" rebar at the P.C. of a curve concave left having a centerline delta angle of 27 degrees 11 minutes 29 seconds and tangents of 490.0 feet; thence run a chord bearing of North 37 degrees 20 minutes 50 seconds East for a chord distance of 933.73 feet to a 1/2" rebar at the P.T.; thence run North 23 degrees 45 minutes 06 seconds East along the boundary of said County Highway #55 a distance of 1344.32 feet to a 1/2" rebar; thence run North 89 degrees 59 minutes 04 seconds West for a distance of 531.64 feet to a 1/2" rebar; thence run North 01 degrees 05 minutes 14 seconds East for a distance of 200.0 feet to a 1/2" rebar on the North boundary of the SW 1/4 of the NW 1/4 of Section 1. Township 19 South, Range 1 East; thence run North 89 degrees 59 minutes 04 seconds West for a distance of 1116.48 feet to a 1/2" rebar at the NE corner of the SE 1/4 of the NE 1/4 of Section 2 Township 19 South, Range 1 East; thence run South 89 degrees 04 minutes 03 seconds West for a distance of 2662.85 feet to a 1/2" rebar at the SE corner of the NE 1/4 of the NW 1/2 of the aforementioned Section 2; thence run North 00 degrees 59 minutes 43 seconds East for a distance of 1308.19 feet to a 1/2" rebar accepted as the SE corner of the SE 1/4 of the SW 1/4 of Section 35, Township 19 South, Range 1 East; thence run North 00 degrees 24 minutes 36 seconds West for a distance of 2617.98 feet to a 1/2" rebar accepted as the NE corner of the NE 1/4 of the SW 1/4 of Section 35, Township 19 South, Range 1 East; thence run South 88 degrees 46 minutes 50 seconds West for a distance of 2598.54 feet to a 1/2" rebar accepted as the NW corner of the NW 1/4 of the SW 1/4 of said Section 35; thence run South 89 degrees 29 minutes 13 seconds West for a distance of 1311.80 feet to a 5/8" rebar accepted as the NW corner

of the NW 1/4 of the SE 1/4 of Section 34, Township 19 South Range 1 East; thence run South 00 degrees 17 minutes 15 seconds West for a distance of 1316.77 feet to a 5/8" rebar at the NW corner of the SE 1/4 of the SE 1/4 of said Section 34; thence run South 00 degrees 31 minutes 49 seconds West for a distance of 1288.53 feet to a 1" pipe at the SW corner of said SE 1/4 of the SE 1/4; thence run North 89 degrees 17 minutes 24 seconds East for a distance of 1278.06 feet to a 1" pipe at the SW corner of Section 35, Township 19 South, Range 1 East; thence North 89 degrees 10 minutes 23 seconds East for a distance of 166.83 feet to a 5/8" rebar; thence run South 01 degrees 03 minutes 46 seconds East for a distance of 1328.39 feet to a 5/8" rebar; thence run North 89 degrees 32 minutes 33 seconds West for a distance of 164.77 feet to a 5/8" rebar; thence run South 00 degrees 13 minutes 30 seconds East for a distance of 1313.93 feet to a 1" pipe accepted as the SW corner of the SW 1/4 of the NW 1/4 of said Section 35; thence run North 89 degrees 49 minutes 25 seconds East for a distance of 1298.78 feet to a 1" pipe accepted as the SW corner of the SE 1/4 of the NW 1/4 of said Section 35; thence run South 00 degrees 01 minutes 35 seconds West for a distance of 1308.87 feet to a 1/2" pipe accepted as the NE corner of the SW 1/4 of the SW 1/4 of Section 35; thence run North 89 degrees 53 minutes 14 seconds West for a distance of 1295.83 feet to a 5/8" rebar accepted as the NW corner of said SW 1/4 of the SW 1/4; thence run South 04 degrees 19 minutes 20 seconds West for a distance of 1314.27 feet to the point of beginning of herein described parcel of land; being situated in Shelby County, Alabama.

LESS AND EXCEPT:

Commence to a 2" solid bar in place being the Southwest corner of Section 2, Township 19 South Range 1 East, Shelby County, Alabama; thence proceed North 04 degrees 19 minutes 20 seconds East along the West boundary of said quarter-quarter section for a distance of 1314.27 feet to a 5/8" rebar in place being the Northwest corner of said quarter-quarter section; thence proceed South 89 degrees 53 minutes 14 seconds East along the North boundary of said quarter-quarter section for a distance of 1295.83 feet to a 1/2" pipe in place being the Southwest corner of the Northeast one-fourth of the Southwest one-fourth of said section; thence proceed North 00 degrees 01 minutes 35 seconds East along the West boundary of said quarter-quarter section for a distance of 1308.87 feet to a 1" pipe in place, said point being the POINT OF BEGINNING, from this beginning point proceed North 19 degrees 16 minutes 49 seconds East for a distance of 1431.46 feet (set 1/2" rebar) to a point on the North boundary of the Southeast one-fourth of the Northwest one-fourth; thence proceed North 89 degrees 04 minutes 03 seconds East along the North boundary of the Southeast one-fourth of the Northwest one-fourth and the North boundary of the Southwest one-fourth of the Northeast one-fourth and the North boundary of the Southeast one-fourth of the Northeast one-fourth of Section 2 for a distance of 3505.96 feet to the Northwest corner of the Southwest one-fourth of the Northwest one-fourth of Section 1; thence proceed South 89 degree 59 minutes 04 seconds East along the North boundary of the Southwest one-fourth of the Northwest one-fourth of Section 1 for a distance of 1116.48 feet to a 1/2" rebar in place; thence proceed South 01 degrees 05 minutes 14 seconds West for a distance of 200.0 feet to a 1/2" rebar in place; thence proceed South 89 degrees 59 minutes 04 seconds East for 531.64 feet to a 1/2" rebar in place, said point being located on the Westerly right-of-way of Shelby County, Highway No. 55; thence proceed South 23 degrees 45 minutes 06 seconds West along the Westerly right-of-way of said road for a distance of 1344.32 feet to a 1/2" rebar in place being the P.C. of a concave curve right having a delta angle of 27 degrees 11 minutes 29

seconds and a radius of 1986.09 feet; thence proceed Southwesterly along the Westerly right-of-way of said road and along the curvature of said curve for a chord bearing and distance of South 37 degrees 20 minutes 50 seconds West, 933.73 feet to a 1/2" rebar in place being the P.T. of said curve thence proceed South 50 degrees 56 minutes 35 seconds West along the Westerly right-of-way of said road for a distance of 335.14 feet to a 1/2" rebar in place being the P.C. of a concave curve left having a delta angle of 18 degrees 36 minutes 35 seconds and a radius of 1871.03 feet; thence proceed Southwesterly along the Westerly right-of-way of said road and along the curvature of said curve for a chord bearing and distance of South 41 degrees 38 minutes 17 seconds West, 605.04 feet to a 1/2" rebar in place being the P.T. of said curve; thence proceed South 32 degrees 20 minutes 00 seconds West for a distance of 205.25 feet to a 1/2" rebar in place being the P.C. of a concave curve right having a delta angle of 24 degrees 07 minutes 11 seconds and a radius of 1279.23 feet; thence proceed Southwesterly along the Westerly right-of-way of said road and along the curvature of said road for a chord bearing and distance of South 44 degrees 23 minutes 36 seconds West, 534.55 feet; thence proceed South 56 degrees 2 minutes 11 seconds West along the Westerly right-of-way of said road for a distance of 265.57 feet to a 1/2" rebar in place being the P.C. of a concave curve left having a delta angle of 04 degrees 17 minutes 10 seconds and a radius of 3087.84 feet; thence proceed Southwesterly along the Westerly right-of-way of said road and along the curvature of said curve for a chord bearing and distance of South 54 degrees 18 minutes 36 seconds West, 230.94 feet (set 1/2" rebar); thence proceed North 52 degrees 34 minutes 19 seconds West for a distance of 3727.02 feet to the POINT OF BEGINNING, being situated in Shelby County, Alabama.

PARCEL II

From a 2' solid bar at the Southeast corner of Section 3, Township 19 South, Range 1 East, being the POINT OF BEGINNING of herein described parcel of land, run thence Grid South 89 degrees 48 minutes 57 seconds West for a distance of 5254.95 feet to a 1/2" rebar at the Southwest corner of said Section 3; thence run North 00 degrees 19 minutes 07 seconds West for a distance of 1245.68 feet to a 5/8" rebar locally accepted as the Southwest corner of the Northwest 1/4 of Southwest 1/4 of said Section 3; thence run North 00 degrees 03 minutes 36 seconds East for a distance of 1381.19 feet to a 5/8" rebar locally accepted as the Northwest corner of the said Northwest 1/4 of Southwest 1/4 of said Section 3; thence run North 89 degrees 22 minutes 55 seconds East a distance of 2517.76 feet to a 5/8" rebar locally accepted as the Southwest corner of the Southwest 1/4 of Northeast 1/4 of said Section 3; thence North 01 degrees 23 minutes 35 seconds East for a distance of 1450.57 feet to a 5/8" rebar locally accepted as the Northwest corner of said Southwest 1/4 of Northeast 1/4; thence run South 89 degrees 36 minutes 33 seconds East for a distance of 1480.71 feet to a 5/8" rebar locally accepted as the Southwest corner of the Northeast 1/4 of Northeast 1/4 of said Section 3; thence run North 00 degrees 40 minutes 48 seconds East for a distance of 1158.31 feet to a 1" pipe locally accepted as the Northwest corner of said Northeast 1/4 of Northeast 1/4; thence run North 89 degrees 17 minutes 24 seconds East for a distance of 1278.06 feet to a 1" pipe at the Northeast corner of said Section 3, Township 19 South, Range 1 East; thence run South 01 degrees 09 minutes 15 seconds East for a distance of 1324.71 feet to a 5/8" rebar locally accepted as the Northeast corner of the Southeast 1/4 of Northeast 1/4 of said Section 3; thence run South 00 degrees 13 minutes 30 seconds East for a distance of 1313.93 feet to a 1" pipe locally accepted as the Northeast corner of the Northeast 1/4 of Southeast 1/4 of said Section 3;

thence run South 00 degrees 06 minutes 12 seconds East for a distance of 1302.33 feet to a 5/8" rebar locally accepted as the Northeast corner of the Southeast 1/4 of Southeast 1/4 of said Section 3; thence run South 04 degrees 19 minutes 20 seconds West for a distance of 1314.27 feet to a 2" solid bar at the Northwest corner of Section 11, Township 19 South Range 1 East; thence run North 89 degrees 27 minutes 27 seconds East along the North boundary of said Section 11 for a distance of 4009.02 feet to a 1/2" rebar on the Northwesterly boundary of Shelby County Highway #55 (80' R.O.W.), said point being South 89 degrees 27 minutes 27 seconds West a distance of 1277.19 feet from a 1/2" rebar at the Northeast corner of said Section 11, said point being on a curve concave left having a delta angle of 15 degrees 58 minutes 23 seconds and a radius of 3087.84 feet; thence run a chord bearing of South 41 degrees 58 minutes 59 seconds West for a chord distance of 162.08 feet to a 1/2" rebar at the P.T.; thence run South 40 degrees 28 minutes 48 seconds West along said highway boundary for a distance of 514.56 feet to a 1/2" rebar at the P.C. of a curve concave left having a delta angle of 14 degrees 57 minutes 51 seconds and a radius of 3041.71 feet; thence run a chord bearing of South 32 degrees 59 minutes 52 seconds West for a chord distance of 792.15 feet to a 1/2" rebar at the P.T.; thence run South 25 degrees 30 minutes 57 seconds West along said highway boundary for a distance of 1110.60 feet to a 1/2" rebar at the P.C. of a curve concave right having a delta angle of 31 degrees 34 minutes 29 seconds and a radius of 1479.19 feet; thence run a chord bearing of South 41 degrees 18 minutes 11 seconds West for a chord distance of 804.88 feet to the P.T.; thence run South 57 degrees 05 minutes 26 seconds West along said highway boundary for a distance of 165.06 feet to the P.C. of a curve concave left having a delta angle of 12 degrees 42 minutes 27 seconds and a radius of 3247.19 feet; thence run a chord bearing of South 50 degrees 44 minutes 12 seconds West for a chord distance of 718.71 feet to the P.T.; thence run South 44 degrees 22 minutes 59 seconds West along said highway boundary for a distance of 447.39 feet to a 1/2" rebar at the P.C. of a curve concave right having a delta angle of 18 degrees 10 minutes 23 seconds and a radius of 2488.09 feet; thence run a chord bearing of South 53 degrees 28 minutes 11 seconds West for a chord distance of 785.88 feet to the P.T.; thence run South 62 degrees 33 minutes 22 seconds West along said highway boundary for a distance of 238.84 feet to the P.C. of a curve concave left having a delta angle of 29 degrees 54 minutes 31 seconds and a radius of 1981.67 feet; thence run a chord bearing of South 61 degrees 38 minutes 18 seconds West for a chord distance of 63.50 feet to a 1/2" rebar on said curve boundary and the West boundary of Section 11, Township 19 South, Range 1 East, said point North 02 degrees 57 minutes 33 seconds West a distance of 1097.81 feet from a 3/4" rebar at the Southwest corner of said Section 11; thence run North 02 degrees 57 minutes 33 seconds West for a distance of 4223.16 feet along the West boundary of said Section 11 to the POINT OF BEGINNING of herein described land.

PARCEL III

From a 3/4" rebar at the Southeast corner of Section 10, Township 19 South, Range 1 East, run thence Grid North 02 degrees 57 minutes 33 seconds West for a distance of 1,097.81 feet to a 1/2" rebar on the Northerly boundary of Shelby County Highway # 55 (80' R.O.W.), being the POINT OF BEGINNING of herein described parcel of land; thence continue North 02 degrees 57 minutes 33 seconds West for a distance of 4,223.16 feet to a 2" solid bar at the Northeast corner of said Section 10; thence run South 89 degrees 48 minutes 57 seconds West for a distance of 5,254.95 feet to a 1/2" rebar at the Northwest corner of said Section 10; thence run South 05 degrees 46 minutes 59 seconds East for a distance of 2,797.81 feet to a 5/8" rebar

locally accepted as the Northwest corner of the Southwest of said Section 10, Township 19 South, Range 1 East; thence run South 89 degrees 15 minutes 39 seconds East for a distance of 1,335.82 feet to a 2" solid bar locally accepted as the Northwest corner of the Northeast 1/4 of Southwest 1/4 of said Section 10; thence run South 00 degrees 08 minutes 05 seconds West for a distance of 967.02 feet to a 1/2" rebar that is North 00 degrees 08 minutes 05 seconds East a distance of 330.00 feet from a 1" crimped pipe locally accepted as the Northwest corner of the Southeast 1/4 of Southwest 1/4 of said Section 10; thence run North 81 degrees 54 minutes 39 seconds East for a distance of 330.00 feet to a 1/2" rebar; thence run South 00 degrees 08 minutes 05 seconds West for a distance of 330.00 feet to a 5/8" rebar; thence run North 81 degrees 54 minutes 39 seconds East for a distance of 592.39 feet to a 1" pipe; thence continue North 81 degrees 54 minutes 39 seconds East for a distance of 25.00 feet to a point in the center of Muddy Prong Creek; thence run South 49 degrees 39 minutes 48 seconds West along the centerline of said creek for a distance of 123.72 feet and the following courses: South 67 degrees 15 minutes 05 seconds West for a distance of 98.25 feet; South 34 degrees 28 minutes 00 seconds West for a distance of 76.15 feet; South 47 degrees 52 minutes 47 seconds West for a distance of 97.82 feet; South 44 degrees 06 minutes 01 seconds East for a distance of 126.64 feet; South 07 degrees 45 minutes 31 seconds West for a distance of 63.92 feet; South 89 degrees 33 minutes 11 seconds West for a distance of 155.87 feet; South 65 degrees 50 minutes 00 seconds West for a distance of 53.57 feet; South 19 degrees 58 minutes 41 seconds East for a distance of 63.03 feet; South 52 degrees 59 minutes 56 seconds East for a distance of 142.00 feet; South 37 degrees 35 minutes 05 seconds West for a distance of 40.89 feet; North 79 degrees 18 minutes 57 seconds West for a distance of 142.67 feet; South 07 degrees 07 minutes 28 seconds West for a distance of 50.32 feet; South 17 degrees 49 minutes 47 seconds East for a distance of 167.50 feet; South 16 degrees 33 minutes 23 seconds West for a distance of 57.84 feet; South 80 degrees 33 minutes 28 seconds West for a distance of 56.77 feet; South 00 degrees 29 minutes 00 seconds East for a distance of 107.48 feet; South 02 degrees 56 minutes 07 seconds West for a distance of 166.77 feet; South 38 degrees 05 minutes 38 seconds East for a distance of 58.41 feet; South 06 degrees 45 minutes 04 seconds East for a distance of 44.52 feet; South 79 degrees 47 minutes 31 seconds West for a distance of 78.45 feet; South 19 degrees 02 minutes 16 seconds East for a distance of 86.89 feet; thence run South 03 degrees 56 minutes 06 seconds East along said creek centerline for a distance of 126.59 feet; thence run North 81 degrees 51 minutes 14 seconds East for a distance of 30.00 feet to a 1" pipe; thence continue North 81 degrees 51 minutes 14 seconds East for a distance of 730.17 feet to a fence corner post; thence run South 88 degrees 54 minutes 11 seconds East for a distance of 1,662.43 feet to a 1/2" rebar on the Northwesterly boundary of Shelby County Highway #55 (80' R.O.W.); thence run North 32 degrees 34 minutes 51 seconds East along said highway boundary for a distance of 550.37 feet to a 1/2" rebar at the P.C. of a curve concave right having a delta angle of 23 degrees 54 minutes 31 seconds and a radius of 1,981.67 feet; thence run a chord bearing of North 34 degrees 12 minutes 54 seconds East for a chord distance of 108.30 feet to a 1/2" rebar on said curve boundary; thence run North 14 degrees 30 minutes 04 seconds West for a distance of 113.06 feet to a 1" square bar; thence run North 02 degrees 44 minutes 44 seconds East for a distance of 364.84 feet to a 1" square bar; thence run North 88 degrees 28 minutes 48 seconds East for a distance of 429.44 feet to a 1" square bar; thence run South 23 degrees 44 minutes 07 second West for a distance of 97.06 feet to a 1/2" rebar on aforementioned curve boundary; thence run a chord bearing of North 56 degrees 12 minutes 25 seconds East for a chord distance of 311.84 feet to the POINT OF BEGINNING of herein described parcel of land; being situated

in Shelby County, Alabama.

PARCEL IV

From a 3/4" pipe accepted as the Southwest corner of Section 16, Township 19 South Range 1 East, being the POINT OF BEGINNING herein described parcel of land, run thence (true) North 00 degrees 00 minutes 52 seconds East along the accepted West boundary of said Section 16 for a distance of 5288.44 feet to a 1" pipe accepted as the Southwest corner of Section 9, Township 19 South, Range 1 East, thence run North 02 degrees 15 minutes 22 seconds West along the accepted West boundary of said Section 9 for a distance of 5277.22 feet to a 1" capped pipe accepted as the Northwest corner of said Section 9, thence run North 88 degrees 53 minutes 49 seconds East along an accepted segment of the North Boundary of said Section 9 for a distance of 3915.67 feet to a 5/8" rebar accepted as the Southwest corner of the Southeast 1/4 or Southeast 1/4 of Section 4, Township 19 South, Range 1 East, said point being North 89 degrees 25 minutes 14 seconds West, 1375.81 feet of a 1/2" rebar accepted as the Southeast corner of Section 4, Township 19 South, Range 1 East; thence run North 01 degrees 37 minutes 48 seconds East along the accepted West boundary of the Southeast 1/4 of Southeast 1/4 of said Section 4 for a distance of 1335.98 feet to a 5/8" rebar accepted as the Northwest corner of said Southeast 1/4 of Southeast 1/4; thence run South 89 degrees 24 minutes 38 seconds East along the accepted North boundary of said Southeast 1/4 of Southeast 1/4 for a distance of 1330.88 feet to a 5/8" rebar accepted as the Northeast corner of said Southeast 1/4 of Southeast 1/4; thence run South 00 degrees 17 minutes 50 seconds East along the accepted East boundary of said Southeast 1/4 of Southeast 1/4 for a distance of 1335.68 feet to a 1/2" rebar accepted as the Northeast corner of Section 9, Township 19 South, Range 1 East; thence run South 05 degrees 46 minutes 59 seconds East along the accepted East boundary of the Northeast 1/4 of said Section 9 for a distance of 2797.81 feet to a 5/8" rebar accepted as the Northeast corner of the Southeast 1/4 of said Section 9; thence run north South 00 degrees 24 minutes 49 seconds West along the accepted East boundary of said Southeast 1/4 for a distance of 2643.84 feet to a 1.25" pipe accepted as the Northeast corner of Section 16, Township 19 South, Range 1 East, thence run south 00 degrees 08 minutes 38 seconds West along the accepted East boundary of the Northeast 1/4 of Northeast 1/4 of said Section 16 for a distance of 1320.16 feet to a 1.25" pipe accepted as the Northeast corner of the Southeast 1/4 of Northeast 1/4 of said Section 16; thence run South 00 degrees 07 minutes 27 seconds East along the accepted East boundary of said Southeast 1/4 of Northeast 1/4 for a distance of 1311.65 feet to a 1.25" pipe accepted as the Northeast corner of the Northeast 1/4 of Southeast 1/4 of said Section 16; thence run South 00 degrees 01 minutes 33 seconds West along the accepted East boundary of said Northeast 1/4 of Southeast 1/4 for a distance of 1329.36 feet to a 1.25 inch pipe accepted as the Northeast corner of the Southeast 1/4 of Southeast 1/4 of said Section 16; thence run south 00 degrees 18 minutes 52 seconds East along the accepted segment of the East boundary of said Southeast 1/4 of Southeast 1/4 for a distance of 359.84 feet to a 1/2" rebar; thence run South 00 degrees 03 minutes 50 seconds West along an accepted segment of the East boundary of said Southeast 1/4 of Southeast 1/4 for a distance of 296.99 feet to a 1/2' rebar; thence run South 00 degrees 06 minutes 59 seconds West along an accepted segment of the East boundary of said Southeast 1/4 of Southeast 1/4 for a distance of 331.54 feet to a 1/2" pipe; thence run South 00 degrees 05 minutes 28 seconds East along an accepted segment of the East boundary of said Southeast 1/4 of Southeast 1/4 for a distance of 330.59 feet to a 1.5" pipe accepted as the Southeast corner of Section 16, Township

19 South, Range 1 East; thence run North 88 degrees 42 minutes 12 seconds West along an accepted segment of the South boundary of the Southeast 1/4 of Southeast 1/4 of said Section 16 for a distance of 420.12 feet to 1.25" pipe; thence run North 88 degrees 40 minutes 34 seconds West along an accepted segment of the South boundary of said Southeast 1/4 of Southeast 1/4 for a distance of 924.99 feet to a 5/8" rebar accepted as the Southeast corner of the Southwest 1/4 of Southeast 1/4 of said Section 16; thence run North 88 degrees 03 minutes 53 seconds West along the accepted South boundary of said Southwest 1/4 of Southeast 1/4 for a distance of 924.00 feet to a 5/8" rebar; thence continue North 88 degrees 03 minutes 53 seconds West for a distance of 429.98 feet to a 3/4" pipe accepted as the Southeast corner of the Southeast 1/4 of Southwest 1/4 of said Section 16; thence run South 89 degrees 25 minutes 13 seconds West along the accepted South boundary of said Southeast 1/4 of Southwest 1/4 for a distance of 1312.76 feet to a 1/2" rebar accepted as the Southeast corner of the Southwest 1/4 of Southwest 1/4 of said Section 16; thence run North 89 degrees 05 minutes 44 seconds West along the accepted South boundary of said Southwest 1/4 of Southwest 1/4 a distance of 1337.06 feet to the POINT OF BEGINNING of herein described parcel of land, situated in the Southeast 1/4 of Southeast 1/4 of Section 4, Township 19 South, Range 1 East and all of Section 9, Township 19 South, Range 1 East and all of Section 16, Township 19 South, Range 1 East, Shelby County, Alabama.

Road Segment 1

A 30 foot wide easement being 15 feet in equal width on each side of the following described line;

Commence at the South East corner of Section 16, Township 19 South, Range 1 East in Shelby County, Alabama thence run along the East boundary line of Section 16 North 00 degrees 01 minutes 12 seconds West for a distance of 988.8 feet to the center of Rosewood Drive; thence along the centerline of a woods road the following courses: North 66 degrees 10 minutes 12 seconds West for a distance of 102.6 feet; North 39 degrees 22 minutes 12 seconds West for a distance of 75.8 feet; North 04 degrees 34 minutes 48 seconds East for a distance of 132.6 feet; North 17 degrees 50 minutes 24 seconds east for a distance of 317.6 feet; North 00 degrees 25 minutes 12 seconds West for a distance of 183.1 feet; North 00 degrees 08 minutes 24 seconds East for a distance of 438.3 feet; North 00 degrees 00 minutes 36 seconds West for a distance of 351.6 feet; North 14 degrees 43 minutes 48 seconds West for a distance of 179.1 feet; North 32 degrees 13 minutes 12 seconds West for a distance of 197.9 feet; North 39 degrees 17 minutes 24 seconds West for a distance of 441.0 feet; North 33 degrees 21 minutes 36 seconds West for a distance of 643.4 feet; North 29 degrees 00 minutes 36 seconds West for a distance of 184.0 feet; North 15 degrees 08 minutes 24 seconds West for a distance of 483.0 feet; North 17 degrees 38 minutes 24 seconds West for a distance of 781.4 feet; North 18 degrees 01 minutes 48 seconds West for a distance of 199.9 feet; North 23 degrees 35 minutes 24 seconds West for a distance of 346.6 feet; North 54 degrees 43 minutes 12 seconds West for a distance of 160.6 feet; North 28 degrees 44 minutes 24 seconds West for a distance of 289.00 feet; North 04 degrees 17 minutes 24 seconds East for a distance of 269.4 feet; North 00 degrees 31 minutes 12 seconds East for a distance of 151.0 feet; North 39 degrees 06 minutes 00 seconds East for a distance of 104.3 feet; North 61 degrees 49 minutes 12 seconds East for a distance of 291.3 feet; North 22 degrees 28 minutes 48 seconds East for a distance of 200.4 feet; North 55

degrees 52 minutes 48 seconds East for a distance of 417.7 feet; North 14 degrees 21 minutes 00 seconds East for a distance of 641.5 feet; North 20 degrees 08 minutes 24 seconds West for a distance of 140.5 feet; North 50 degrees 06 minutes 00 seconds West for a distance of 173.0 feet; North 58 degrees 06 minutes 00 seconds West for a distance of 453.5 feet; North 12 degrees 08 minutes 24 seconds West for a distance of 155.5 feet; North 12 degrees 07 minutes 12 seconds East for a distance of 311.0 feet; North 13 degrees 13 minutes 12 seconds East for a distance of 21.8 feet; North 57 degrees 29 minutes 24 seconds East for a distance of 102.2 feet; North 56 degrees 57 minutes 00 seconds East for a distance of 671.5 feet; North 57 degrees 47 minutes 24 seconds East for a distance of 220.0 feet; North 53 degrees 10 minutes 48 seconds East for a distance of 398.9 feet; to a point on the East line of the Northeast 1/4 of the Northeast 1/4, Section 9, Township 19 South, Range 1 East. Said point being North 05 degrees 51 minutes 00 seconds West and 1,405.5 feet North of the Southeast corner of the Northeast 1/4 of Section 9, Township 19 South, Range 1 East.

Road Segment 2

A 30 foot wide easement area being 15 feet in equal width on each side of the following described line:

Begin at the Southeast corner of the Northeast of Section 9, Township 19 South, Range 1 East, Shelby County, Alabama and run North 05 degrees 51 minutes 00 seconds West for a distance of 2295.3 feet thence along the centerline of a woods road the following course: North 36 degrees 24 minutes 36 seconds West for a distance of 69.8 feet; North 06 degrees 57 minutes 00 seconds East for a distance of 154.0 feet; North 26 degrees 06 minutes 00 seconds West for a distance of 143.5 feet; North 08 degrees 44 minutes 24 seconds West for a distance of 127.5 feet; North 47 degrees 37 minutes 12 seconds East for a distance of 102.01 feet to a point on the East line of the Southeast 1/4 of the Southeast 1/4, Section 4, Township 19 South, Range 1 East, Shelby County, Alabama. Said point being North 11 degrees 22 minutes 12 seconds West and 32.8 feet North of the Southeast corner of the Southeast 1/4 of the Southeast 1/4, Section 4, Township 19 South, Range 1 East.

PARCEL V

The following described property situated in Sections 8 and 17, Township 19 South, Range 1 East, Shelby County, Alabama:

From a 3/4" pipe accepted as the southwest corner of Section 17, Township 19 South, Range 1 East, being the POINT OF BEGINNING herein described parcel of land, run thence (true) North 00 degrees 01 minutes 04 seconds East along the accepted West boundary of said Section 17 for a distance of 5,268.00 feet to a 2.5" capped pipe accepted as the Southwest corner of Section 8, Township 19 South, Range 1 East; thence run North 00 degrees 55 minutes 03 seconds East along the accepted West boundary of said Section 8 for a distance of 5,211.77 feet to a pine knot in a rock pile accepted as the Northwest corner of said Section 8; thence run North 89 degrees 55 minutes 37 seconds East along the accepted North boundary of said Section 8 for a distance of 5,053.18 feet to a 1" capped pipe accepted as the Northeast corner of said Section 8; thence run South 02 degrees 15 minutes 22 seconds East along the accepted East boundary of said Section 8

for a distance of 5,277 .22 feet to a 1" pipe accepted as the Northeast corner of aforementioned Section 17, Township 19 South, Range 1 East; thence run South 00 degrees 00 minutes 52 seconds West along the accepted East boundary of said Section 17 for a distance of 5,288.44 feet to a 3/4" pipe accepted as the Southeast corner of said Section 17; thence run North 89 degrees 11 minutes 06 seconds West along the accepted South boundary of said Section 17 for a distance of 5,345.22 feet to the POINT OF BEGINNING of herein described parcel of land; being situated in Section 8 and Section 17, Township 19 South, Range 1 East, Shelby County, Alabama.

LESS AND EXCEPT

BEGIN at the Northwest corner of Section 17, Township 19 South, Range 1 East thence run South 38 degrees 32 minutes 39 seconds East for 2764.31 feet; thence run South 72 degrees 04 minutes 51 seconds West for 773.02 feet; thence run South 61 degrees 51 minutes 01 seconds West for 308.83 feet; thence run South 53 degrees 22 minutes 22 seconds West for 548.54 feet; thence run South 37 degrees 11 minutes 58 seconds West for 440.40 feet; thence South 03 degrees 48 minutes 12 seconds West for 137.30 feet; thence North along the West line of said Section to the POINT OF BEGINNING.

PARCEL VI

From a 3/4" pipe at the Northwest corner of Section 20, Township 19 South, Range 1 East, being the POINT OF BEGINNING of herein described parcel of land, run thence (TRUE) South 89 degrees 11 minutes 06 seconds East along the North boundary of said Section 20 for a distance of 5345.22 feet to a 3/4" pipe at the Northwest corner of Section 21, Township 19 South, Range 1 East; thence run South 89 degrees 05 minutes 44 seconds East along the North boundary of said Section 21 for a distance of 1337.06 feet to a 1/2" rebar at the Northeast corner of the Northwest 1/4 of Northwest 1/4 of said Section 21, said point is North 89 degrees 05 minutes 44 seconds West 4011.15 feet from a 1.5" pipe at the Northeast corner of said Section 21; thence run South 00 degrees 00 minutes 04 seconds West along the accepted East boundary of said Northwest 1/4 of Northwest 1/4 for a distance of 1328.22 feet to a 5/8" rebar accepted as the Southeast corner of said Northwest 1/4 of Northwest 1/4; thence run North 89 degrees 07 minutes 37 seconds West along the accepted South boundary of said Northwest 1/4 of Northwest 1/4 for a distance of 1335.07 feet to a nail in a rock pile accepted as the Northeast corner of the Southeast 1/4 of Northeast 1/4 of aforementioned Section 20, Township 19 South, Range 1 East; thence run South 00 degrees 13 minutes 20 seconds East along the accepted East boundary of said Southeast 1/4 of Northeast 1/4 for a distance of 1317.24 feet to a 1/2" rebar accepted as the Southeast corner of said Southeast 1/4 of Northeast 1/4; thence run North 88 degrees 16 minutes 38 seconds West along the accepted South boundary of said Southeast 1/4 of Northeast 1/4 for a distance of 1332.58 feet to a 3/4" pipe accepted as the Southeast corner of the Southwest 1/4 of Northeast 1/4 of Section 20, Township 19 South Range 1 East; thence run North 89 degrees 39 minutes 09 seconds West along the accepted South boundary of said Southwest 1/4 of Northeast 1/4 for a distance of 1329.79 feet to a 1/2" pipe accepted as the Southeast corner of the Southeast 1/4 of Northwest 1/4 of Section 20, Township 19 South, Range 1 East; thence run North 89 degrees 21 minutes 53 seconds West along the accepted South boundary of said Southeast 1/4 of Northwest 1/4 for a distance of 1373.70 feet to a 1/2" rebar at the true Southeast corner of the

Southwest 1/4 of Northwest 1/4 of Section 20, Township 19 South, Range 1 East; thence run North 89 degrees 06 minutes 14 seconds West along the true South boundary of said Southwest 1/4 of Northwest 1/4 for a distance of 1339.36 feet to a 1/2" rebar at the true Southwest corner of said Southwest 1/4 of Northwest 1/4, said point being North 00 degrees 29 minutes 44 seconds East 2638.02 feet from a 1/2" pipe at the Southwest corner of Section 20, Township 19 South, Range 1 East; thence run North 00 degrees 29 minutes 44 seconds East along the West boundary of said Section 20 for a distance of 2638.02 feet to the POINT OF BEGINNING of herein described parcel of land. Situated in the N 1/2 of Section 20, Township 19 South, Range 1 East and the Northwest 1/4 of Northwest 1/4 of Section 21, Township 19 South, Range 1 East, Shelby County, Alabama.

VII

Tract No. 2, of the Carden Estate as set forth on the certain survey by Frank Wheeler Dated January 25, 1974 as more particularly described to wit::

From a 1/2" pipe at the Southwest corner of Section 20, Township 19 South, Range 1 East; run thence (true) South 89 degrees 01 minutes 24 seconds East for a distance of 954.81 feet to a point that is North 89 degrees 01 minutes 24 seconds West 4414.87 feet to a 2" pipe at the Southeast corner of said Section 20, said point being the POINT OF BEGINNING of herein described parcel of land; thence run North 04 degrees 16 minutes 57 seconds West for a distance of 1353.59 feet to a 1/2" pipe at the Northwest corner of said Tract No. 2, said point being on the accepted North boundary of the Southwest 1/4 of the Southwest 1/4 of aforementioned Section 20, thence run South 89 degrees 02 minutes 32 seconds East for a distance of 477.44 feet to a 1/2" pipe accepted as the Northeast corner of the Southwest 1/4 of the Southwest 1/4 of said Section 20, thence continue South 89 degrees 02 minutes 32 seconds East for a distance of 41.20 feet to a 2" pipe at the Northeast corner of aforementioned Tract No. 2; thence run South 04 degrees 17 minutes 22 seconds East along the East boundary of said Tract No. 2 for a distance of 1462.80 feet to a 1.5" crimped pipe on the Northerly boundary of Shelby County Road #280 (80' R.O.W.) thence run south 65 degrees 28 minutes 10 seconds West along said road boundary for a distance of 550.68 feet to a 1" solid bar at the Southwest corner of aforementioned Tract No. 2; thence run North 04 degrees 16 minutes 57 seconds West for a distance of 347.16 feet to the POINT OF BEGINNING of herein described parcel of land. Situated in the South 1/2 of the Southwest 1/4 of Section 20, Township 19 South, range 1 East and the North 1/2 of the Northwest 1/4 of Section 29, Township 19 South, Range 1 East, Shelby County, Alabama.

Subject to an easement of record. Also, subject to an easement for ingress and egress 20' either side of the East boundary of afore described Tract No. 2, of the Carden Estates.

LESS AND EXCEPT

A tract of land situated in the Northwest 1/4 of the Northwest 1/4 of Section 29, Township 19 South, Range 1 East, Shelby County, Alabama being more particularly described as follows:

Commence at the Northwest corner of Section 29, Township 19 South, Range 1 East; thence run South 89 degrees 01 minutes 24 seconds East along the North line of said Section 29 for 954.74 feet to a point on the East line of Lot 4, according to the Survey of Carden Crest as recorded in Map Book 35, Page 64 in the Probate Office of Shelby County, Alabama, said point being the POINT OF BEGINNING of the tract of land herein described; thence run South 89 degrees 01

minutes 24 seconds East along the North line of said Section 29 for 206.08 feet; thence run South 27 degrees 36 minutes 38 seconds West for 67.71 feet; thence run South 24 degrees 31 minutes 50 seconds East for 169.21 feet; thence run South 23 degrees 55 minutes 33 seconds West for 38.97 feet to a point on the Northerly right-of-way line of Old U.S. Highway # 280; thence run South 65 degrees 28 minutes 10 seconds West along said road right-of-way for 223.38 feet to the Southeast corner of Lot 1 of said Carden Crest Subdivision; thence run North 04 degrees 16 minutes 57 seconds West along the East line of said Subdivision for 346.78 feet to the POINT OF BEGINNING.

PARCEL VIII

From a capped 2.5" pipe at the Northeast corner of Section 18, Township 19 South, Range 1 East, being the POINT OF BEGINNING of herein described parcel of land run thence (true) South 00 degrees 01 minutes 04 seconds West along the East boundary of said Section 18 for a distance of 5268.00 feet to a ¾" pipe at the Northeast corner of Section 19, Township 19 South, Range 1 East; thence run South 00 degrees 29 minutes 44 seconds West along the East boundary of said Section 19 for a distance of 2638.02 feet to a ½" rebar of the true Northwest corner of the Northwest ¼ of the Southwest ¼ of Section 20, Township 19 South, Range 1 East; thence run South 89 degrees 06 minutes 14 seconds East along the North boundary of said Northwest ¼ - Southwest ¼ to a ½" rebar at the true Northeast corner of said Northwest ¼ - Southwest ¼; thence run South 01 degrees 22 minutes 39 seconds West along the accepted East boundary of said Northwest ¼ - Southwest ¼ for a distance of 1291.81 feet to a ½" pipe accepted as the Southeast corner of said Northwest ¼ - Southwest ¼ as referenced by a Survey made by Frank W. Wheeler on January 25, 1974 of Carden Estates; thence run North 89 degrees 02 minutes 32 seconds West along the accepted South boundary of Northwest ¼ - Southwest ¼ of Section 18, Township 19 South, Range 1 East and along the North boundary of said Carden Estates for a distance of 1029.75 feet to a ½" rebar on the Westerly boundary of an Alabama Power Company (100' R.O.W.); thence run South 04 degrees 13 minutes 19 seconds East along said Alabama Power Company right-of-way for a distance of 676.63 feet to a ½" pipe; thence run North 89 degrees 01 minutes 58 seconds West along an accepted property line for a distance of 345.39 feet to a 1" pipe on the true East boundary of Section 19, Township 19 South, Range 1 East, thence run South 00 degrees 29 minutes 44 seconds West along the True East boundary of said Section 19 for a distance of 673.83 feet to a ½" pipe at the Southeast corner of said Section 19; thence run North 88 degrees 41 minutes 49 seconds West along an accepted segment of the South boundary of the Southeast ¼ - Southeast ¼ of said Section 19 for a distance of 284.93 feet to a 1" slick pin; thence North 88 degrees 35 minutes 50 seconds West along an accepted segment of the South boundary of said Southeast ¼ - Southeast ¼ for a distance of 380.54 feet to a ½" rebar; thence run North 88 degrees 37 minutes 48 seconds West along an accepted segment of the South boundary of said Southeast ¼ - Southeast ¼ for a distance of 332.63 feet to a ½" rebar; thence run North 88 degrees 34 minutes 09 seconds West along an accepted segment of the South boundary of said Southeast ¼ - Southeast ¼ for a distance of 333.61 feet to a ½" rebar accepted as the Southeast corner of the Southwest ¼ - Southeast ¼ of Section 19, Township 19 South, Range 1 East; thence run South 87 degrees 58 minutes 56 seconds West along an accepted property line for a distance of 365.25 feet to a ½" rebar; thence run South 88 degrees 37 minutes 35 seconds West along an accepted property line for a distance of 446.17 feet to a ½" rebar; thence run South 88 degrees 20 minutes 11 seconds West along an accepted property line

for a distance of 186.82 feet to a 5/8" slick pin; thence run North 89 degrees 30 minutes 30 seconds West along an accepted property line to a 5/8" slick pin; thence run South 83 degrees 10 minutes 09 seconds West along an accepted property line for a distance of 145.73 feet to a 2" angle iron accepted as the Southeast corner of the Southeast ¼ - Southwest ¼ of Section 19, Township 19 South, Range 1 East; thence North 89 degrees 36 minutes 55 seconds West along an accepted property line for a distance of 246.68 feet to a ½" rebar; thence run North 88 degrees 49 minutes 46 seconds West along an accepted property line for a distance of 110.55 feet to a ¾" pipe; thence run North 89 degrees 22 minutes 49 seconds West along an accepted property line for a distance of 173.62 feet to a ¾" pipe; thence run North 83 degrees 47 minutes 52 seconds West along an accepted property line for a distance of 234.97 feet to a 1/2" rebar; thence run North 78 degrees 04 minutes 37 seconds West along an accepted property line for a distance of 366.02 feet to a 1.25" pipe locally accepted as the Southeast corner of the Southwest ¼ - Southwest ¼ of Section 19, Township 19 South, Range 1 East; thence run North 00 degrees 25 minutes 26 seconds East along an accepted property line for a distance of 833.45 feet to a 2" pipe; thence continue North 00 degrees 25 minutes 26 seconds East along an accepted property line for a distance of 569.29 feet to a 1.5" pipe locally accepted as the Southeast corner of the Northwest ¼ - Southwest ¼ of Section 19, Township 19 South, Range 1 East; thence run North 00 degrees 01 minutes 41 seconds East along an accepted property line for a distance of 440.91 feet to a 1/2" rebar; thence run North 00 degrees 01 minutes 38 seconds East along an accepted property line for a distance of 440.17 feet to a ½" rebar; thence run North 00 degrees 00 minutes 05 seconds East along an accepted property line for a distance of 105.02 feet to a ½" rebar; thence run North 00 degrees 03 minutes 50 seconds West along an accepted property line for a distance of 350.30 feet to a 1.25" pipe locally accepted as the Northeast corner of the Northwest ¼ - Southwest ¼ of Section 19, Township 19 South, Range 1 East; thence run South 86 degrees 21 minutes 41 seconds West along an accepted property line for a distance of 1519.79 feet to a 5/8" rebar at the true Southwest corner of the Southwest ¼ - Northwest ¼ of Section 19, Township 19 South, Range 1 East; thence run North 00 degrees 43 minutes 19 seconds East along the true West boundary of Section 19, Township 19 South, Range 1 East for a distance of 2611.75 feet to a 1" pipe at the Southwest corner of Section 18, Township 19 South, Range 1 East; thence North 00 degrees 04 minutes 31 seconds East for a distance of 5239.88 feet to a 1" pipe in a rock pile of the Northwest corner of said Section 18; thence run South 88 degrees 29 degrees 58 minutes East along an accepted segment of the North boundary of said Section 18 for a distance of 2697.94 feet to a ½" rebar locally accepted as the Northeast of the Northeast ¼ - Northwest ¼ of said Section 18; thence run South 00 degrees 22 minutes 02 East along the accepted East boundary of said NE ¼ - NW ¼ for a distance of 1294.94 feet to a ½" pipe locally accepted as the Northwest corner of the Southwest ¼ - Northeast ¼ of said Section 18; thence run North 89 degrees 57 minutes 48 seconds East along the accepted North boundary of said Southwest ¼ - Northeast ¼ for a distance of 1311.04 feet to a 1" pipe locally accepted as the Southwest corner of the Northeast ¼ - Northeast ¼ of said Section 18; thence run North 01 degrees 26 minutes 06 West along the accepted West boundary of said Northeast ¼ - Northeast ¼ for a distance of 1303.70 feet to a 5/8" rebar locally accepted as the Northwest corner of said Northeast ¼ - Northeast ¼; thence North 89 degrees 15 minutes 19 seconds East along an accepted segment of the North boundary of said Section 18 for a distance of 1312.43 feet to the POINT OF BEGINNING of herein described parcel of land, situated in Section 18, Township 19 South, Range 1 East and Section 19, Township 19 South, Range 1 East and the West ½ - Southwest ¼ of Section 20, Township 19 South, Range 1 East, Shelby County, Alabama

LESS AND EXCEPT

A parcel of land lying in the Northwest of Section 19, the Southwest of Section 17, the Northwest of Section 17 and in Section 18, all in Township 19 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows:

Begin at the Northwest corner of Section 18, Township 19 South, Range 1 East, Shelby County, Alabama; thence run South 88 degrees 29 minutes 58 seconds East along the North line of said Section for 2697.94 feet to the Northeast corner of the Northeast Quarter of the Northwest Quarter of said Section 18; thence run South 00 degrees 22 minutes 02 seconds East along the East line of said Quarter-Quarter Section for 1294.94 feet to the Southeast corner of said Quarter-Quarter Section; thence run North 89 degrees 57 minutes 48 seconds East along the South line of the Northwest Quarter of the Northeast Quarter of said Section 18 for 1311.04 feet to the Southeast corner of said Quarter-Quarter Section; thence run North 01 degrees 26 minutes 06 seconds West along the East line of said Quarter-Quarter Section for 1303.70 feet to the Northeast corner of said Quarter-Quarter Section; thence run North 89 degrees 15 minutes 19 seconds East along the North line of said Section 18 for 1312.43 feet to the Northeast corner of said Section 18; thence run South 38 degrees 32 minutes 39 seconds East for 2764.31 feet; thence run South 72 degrees 04 minutes 51 seconds West for 773.02 feet; thence run South 61 degrees 51 minutes 01 seconds West for 308.83 feet; thence run South 53 degrees 22 minutes 22 seconds West for 548.54 feet; thence run South 37 degrees 11 minutes 58 seconds West for 440.41 feet; thence run South 03 degrees 48 minutes 12 seconds West for 137.30 feet; thence run South 46 degrees 05 minutes 32 seconds West for 1437.33 feet; thence run South 57 degrees 52 minutes 57 seconds West for 183.38 feet; thence run South 69 degrees 45 minutes 16 seconds West for 207.38 feet; to a curve to the left, having a radius of 1530.00 feet, a chord bearing of South 56 degrees 46 minutes 09 seconds West, and a chord length of 687.58 feet; thence run along said arc for 693.51 feet; thence run South 43 degrees 47 minutes 02 seconds West for 270.41 feet; thence run North 46 degrees 12 minutes 58 seconds West for 171.53 feet; thence run South 75 degrees 06 minutes 44 seconds West for 235.38 feet; thence run South 49 degrees 12 minutes 32 seconds West for 501.68 feet; thence run South 49 degrees 12 minutes 32 seconds West for 3238.55 feet to a point on the West line of Section 19, Township 19 South, Range 1 East; thence run North 00 degrees 43 minutes 19 seconds East along the West line of said Section 19 for 2288.79 feet to the Northwest corner of said Section 19; thence run North 00 degrees 04 minutes 31 seconds East along the West line of Section 18, Township 19 South, Range 1 East for 5239.88 feet to the Northwest corner of said Section 18, and the POINT OF BEGINNING of the Parcel of land herein described.

Less the following three (3) parcels of land described as follows:

1) BEGINNING at the southwest corner of the Southeast Quarter of the Southwest Quarter of Section 19, run Easterly along the South boundary of said quarter-quarter for 1,127.03 feet; thence turn an angle of 65 degrees 40 minutes to the left and run Northeasterly 203.68 feet; thence turn an angle of 90 degrees to the left and run 30 feet to the point of beginning; thence continue along the same course 75 feet; thence turn an angle of 90 degrees to the right and run Northeasterly 75 feet; thence turn an angle of 90 degrees to the right and run Southeasterly 75

feet; thence turn an angle of 90 degrees to the right and run Southwesterly 75 feet back to the POINT OF BEGINNING.

2) A thirty foot easement, ten feet on the left and twenty feet on the right center line described as follows: Commence at the Southwest corner of Section 19; thence run east along the South line of said Section a distance of 2,693.54 feet to the POINT OF BEGINNING of said easement; thence turn an angle of 68 degrees 13 minutes 10 seconds to the left and run a distance of 227.51 feet; thence turn an angle of 07 degrees 47 minutes 20 seconds to the right and run a distance of 221.83 feet; thence turn an angle of 20 degrees 35 minutes 00 seconds to the left and run a distance of 200.10 feet; thence turn an angle of 27 degrees 13 minutes 00 seconds to the right and run a distance of 91.88 feet; thence turn an angle of 15 degrees 36 minutes 43 seconds to the right and run a distance of 137.44 feet; thence turn an angle of 18 degrees 33 minutes 46 seconds to the left and run a distance of 277.92 feet; thence turn an angle of 06 degrees 00 minutes 50 seconds to the left and run a distance of 103.52 feet; thence turn an angle of 20 degrees 25 minutes 22 seconds to the left and run a distance of 138.51 feet; thence turn an angle of 09 degrees 55 minutes 15 seconds to the left and run a distance of 98.16 feet; thence turn an angle of 20 degrees 42 minutes 50 seconds to the right and run a distance of 326.88 feet; thence turn an angle of 28 degrees 33 minutes 25 seconds to the left and run a distance of 177.97 feet; thence turn an angle of 27 degrees 52 minutes 36 seconds to the right and run a distance of 89.87 feet; thence turn an angle of 15 degrees 30 minutes 09 seconds to the right and run a distance of 215.25 feet; thence turn an angle of 30 degrees 25 minutes 05 seconds to the right and run a distance of 116.00 feet; thence turn an angle of 21 degrees 28 minutes 41 seconds to the left and run a distance of 53.18 feet; thence turn an angle of 45 degrees 31 minutes 18 seconds to the left and run a distance of 91.28 feet; thence turn an angle of 30 degrees 03 minutes 11 seconds to the left and run a distance of 57.27 feet; thence turn an angle of 29 degrees 34 minutes 32 seconds to the left and run a distance of 222.94 feet; thence turn an angle of 06 degrees 08 minutes 03 seconds to the right and run a distance of 146.63 feet; thence turn an angle of 18 degrees 43 minutes 44 seconds to the left and run a distance of 76.36 feet; thence turn an angle of 16 degrees 04 minutes 17 seconds to the left and run a distance of 228.04 feet; thence turn an angle of 15 degrees 07 minutes 51 seconds to the left and run a distance of 153.88 feet; thence turn an angle of 14 degrees 52 minutes 35 seconds to the right and run a distance of 147.47 feet; thence turn an angle of 22 degrees 07 minutes 58 seconds to the right and run a distance of 143.14 feet; thence turn an angle of 11 degrees 31 minutes 10 seconds to the right and run a distance of 239.13 feet; thence turn an angle of 22 degrees 17 minutes 20 seconds to the right and run a distance of 193.69 feet; thence turn an angle of 10 degrees 59 minutes 43 seconds to the left and run a distance of 65.46 feet; thence turn an angle of 36 degrees 50 minutes 37 seconds to the left and run a distance of 190.51 feet back to the POINT OF BEGINNING.

3) Commence at the Southwest corner of Section 19 and run along the South line of said Section a distance of 2693.54 feet to the POINT OF BEGINNING of said easement; thence turn an angle of 68 degrees 13 minutes 10 seconds to the left and run a distance of 227.51 feet; thence turn an angle of 07 degrees 47 minutes 20 sec. to the right and run a distance of 221.83 feet; thence turn an angle of 20 degrees 35 minutes 00 seconds to the left and run a distance of 200.10 feet; thence turn an angle of 27 degrees 13 minutes 00 seconds to the right and run a distance of 91.88 feet; thence turn an angle of 15 degrees 36 minutes 43 seconds to the right and run a distance of 137.44 feet; thence turn an angle of 18 degrees 33 minutes 46 seconds to the left and run a

distance of 277.92 feet; thence turn an angle of 06 degrees 00 minutes 50 seconds to the left and run a distance of 103.52 feet; thence turn an angle of 20 degrees 25 minutes 22 seconds to the left and run a distance of 138.51 feet; thence turn an angle of 09 degrees 55 minutes 15 seconds to the left and run a distance of 98.16 feet; thence turn an angle of 20 degrees 42 minutes 50 seconds to the right and run a distance of 326.88 feet; thence turn an angle of 28 degrees 33 min. 25 seconds to the left and run a distance of 177.97 feet; thence turn an angle of 27 degrees 52 minutes 36 seconds to the right and run a distance of 89.87 feet; thence turn an angle of 15 degrees 30 minutes 09 seconds to the right and run a distance of 215.25 feet; thence turn an angle of 30 degrees 25 minutes 05 seconds to the right and run a distance of 116.00 feet; thence turn an angle of 21 degrees 28 minutes 41 seconds to the left and run a distance of 53.18 feet; thence turn an angle of 45 degrees 31 minutes 18 seconds to the left and run a distance of 91.28 feet; thence turn an angle of 30 degrees 03 minutes 11 seconds to the left and run a distance of 57.27 feet; thence turn an angle of 29 degrees 34 minutes 32 seconds to the left and run a distance of 222.94 feet; thence turn an angle of 06 degrees 08 minutes 03 seconds to the right and run a distance of 146.63 feet; thence turn an angle of 18 degrees 43 minutes 44 sec. to the left and run a distance of 76.36 feet; thence turn an angle of 16 degrees 04 minutes 17 seconds to the left and run a distance of 228.04 feet; thence turn an angle of 15 degrees 07 minutes 51 seconds to the left and run a distance of 153.88 feet; thence turn an angle of 14 degrees 52 minutes 35 seconds to the right and run a distance of 147.47 feet; thence turn an angle of 22 degrees 07 minutes 58 seconds to the right and run a distance of 143.14 feet; thence turn an angle of 11 degrees 31 minutes 10 sec. to the right and run a distance of 239.13 feet; thence turn an angle of 22 degrees 17 minutes 20 seconds to the right and run a distance of 193.69 feet; thence turn an angle of 10 degrees 59 minutes 43 seconds to the left and run a distance of 65.46 feet; thence turn an angle of 36 degrees 50 minutes 37 seconds to the left and run a distance of 90.51 feet to the POINT OF BEGINNING; thence continue in the same direction a distance of 100.00 feet; thence turn an angle of 90 degrees 00 minutes to the left and run a distance of 100.00 feet; thence turn an angle of 90 degrees 00 minutes to the left and run a distance of 100.00 feet; thence turn an angle of 90 degrees 00 minutes to the left and run a distance of 100.00 feet back to the point of beginning.

Parcel IX

From a 6 inch by 6 inch concrete monument at the Northwest corner of Section 30, Township 19 South, Range 1 East, run thence (true) South 88 degrees 39 minutes 05 seconds East along the North boundary of said Section 30 for a distance of 1319.46 feet to a point that is North 88 degrees 39 minutes 05 seconds West 4003.45 feet to a 1/2" pipe at the Northeast corner of said Section 30, being the POINT OF BEGINNING of herein described parcel of land; thence run North 00 degrees 17 minutes 32 seconds West along an accepted property line for a distance of 2.37 feet to a 3/4" crimped pipe accepted as the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of said Section 30; thence run South 89 degrees 22 minutes 06 seconds East along an accepted property line for a distance of 220.15 feet to a 1.25" pipe locally accepted as the Southeast corner of the Southwest of the Southwest of Section 19, Township 19 South, Range 1 East; thence run South 78 degrees 04 minutes 37 seconds East along an accepted property line for distance of 362.02 feet to a 1/2" rebar; thence run South 18 degrees 03 minutes 59 seconds West along an accepted property line for a distance of 337.43 feet to 1" angle iron; thence run South 61 degrees 46 minutes 54 seconds East along an accepted property line for a distance of

19.35 feet to a 2" angle iron; thence run South 22 degrees 51 minutes 05 seconds West along an accepted property line for a distance of 360.88 feet to a 1/2" rebar on the Northerly boundary of Shelby County Road No. 280 (80' right of way) said point being on a curve concave left, having a delta angle of 14 degrees 43 minutes 03 seconds and tangents of 305.17 feet; thence run North 78 degrees 21 minutes 43 seconds West for a chord distance of 354.39 feet to a 1/2" rebar on said curve boundary; thence run North 00 degrees 17 minutes 32 seconds West along an accepted property line for a distance of 666.69 feet to the POINT OF BEGINNING of herein described parcel of land, situated in the Northeast 1/4 of the Northwest 1/4 of Section 30, Township 19 South, Range 1 East, Shelby County, Alabama.

PARCEL X

From a 6" by 6" concrete monument at the Northwest corner of Section 30, Township 19 South, Range 1 East run thence (True) South 88 degrees 39 minutes 05 seconds East along the North boundary of said Section 30 for a distance of 1319.46 feet to a point that is North 88 degrees, 39 minutes, 05 seconds West 4003.45 feet of a 1/2" pipe at the Northeast corner of said Section 30; thence run South 00 degrees 17 minutes 32 seconds East along an accepted segment of the West boundary of the Northeast 1/4 of the Northwest 1/4 of said Section 30, for a distance of 666.69 feet to a 1/2" rebar on the Northerly boundary of Shelby County Road #280 (80' R.O.W.); thence run South 00 degrees 19 minutes 34 seconds East along an accepted segment of the West boundary of said Northeast 1/4 of the Northwest 1/4 for a distance of 80.75 feet to a 5/8" rebar on the Southerly boundary of aforementioned Shelby County Road #280; being the POINT OF BEGINNING of herein described parcel of land; thence run South 00 degrees 20 minutes 46 seconds East along an accepted segment of the West boundary of aforementioned Northeast 1/4 of the Northwest 1/4 for a distance of 419.52 feet to a 5/8" rebar; thence continue South 00 degrees 20 minutes 46 seconds East for a distance of 154.25 feet to a 1" solid bar, locally accepted as the Northwest corner of the Southeast 1/4 of the Northwest 1/4 of Section 30, Township 19 South, Range 1 East; thence run South 00 degrees 20 minutes 11 seconds East along an accepted segment of the West boundary of said Southeast 1/4 of the Northwest 1/4 for a distance of 136.60 feet to a 1/2" rebar; thence run South 00 degrees 18 minutes 02 seconds East along an accepted segment of the West boundary of said Southeast 1/4 of the Northwest 1/4 for a distance of 523.27 feet to an axle; thence run South 03 degrees 11 minutes 31 seconds East along an accepted segment of the West boundary of said Southeast 1/4 of the Northwest 1/4 for a distance of 661.06 feet to a 1/2" rebar locally accepted as the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of Section 30, Township 19 South, Range 1 East; thence run South 03 degrees, 11 minutes, 31 seconds East along an accepted segment of the West boundary of said Northeast 1/4 of the Southwest 1/4 for a distance of 111.17 feet to a 1/2" rebar on the Northerly boundary of U.S. Highway #280 (300' R.O.W), said point being on a curve concave right, having a Delta Angle of 05 degrees 16 minutes 20 seconds and tangents of 1056.91 feet; thence run South 83 degrees, 04 minutes, 14 seconds East for a chord distance of 797.00 feet to a 1/2" rebar at the P.T.; thence run South 82 degrees, 04 minutes, 33 seconds East along said Highway boundary for a distance of 223.93 feet to a 1/2" rebar; thence North 00 degrees 06 minutes 20 seconds West along an accepted property line for a distance of 362.84 feet to a 5/8" slick pin; thence run North 70 degrees, 37 minutes 41 seconds West along an accepted property line for a distance of 299.71 feet to a 5/8" slick pin; thence run North 00 degrees, 07 minutes 51 seconds West along an accepted property line for a distance of 401.56 feet to a 1/2" rebar; thence North 70 degrees 37

minutes 31 seconds West along an accepted property line for a distance of 209.53 feet to a ½" rebar; thence run North 70 degrees, 38 minutes, 06 seconds West along an accepted property line for a distance of 135.91 feet to a ½" pipe; thence run North 00 degrees 10 minutes, 06 seconds East along an accepted property line for a distance of 630.37 feet to a ½" rebar; thence run North 74 degrees 49 minutes 00 seconds West along an accepted property line for a distance of 251.94 feet to a 1" solid bar; thence North 00 degrees 17 minutes 47 seconds West along an accepted property line for a distance of 419.73 feet to a ½" rebar on the Southerly boundary of aforementioned Shelby County Road #280, said point being on a curve concave left, having a delta angle of 14 degrees 43 minutes 03 seconds and tangents of 294.83 feet; thence run North 79 degrees 45 minutes 25 seconds West for a chord distance of 209.94 feet to the POINT OF BEGINNING of herein described parcel of land, situated in the E1/2 of the Northwest ¼ in the Northwest 1/4 of the Southwest ¼ of Section 30, Township 19 South, Range 1 East, Shelby County, Alabama.

PARCEL XI

A parcel of land lying in the Northwest of Section 19, the Southwest of Section 17, the Northwest of Section 17 and in Section 18, all in Township 19 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows:

Begin at the Northwest corner of Section 18, Township 19 South, Range 1 East, Shelby County, Alabama; thence run South 88 degrees 29 minutes 58 seconds East along the North line of said Section for 2697.94 feet to the Northeast corner of the Northeast Quarter of the Northwest Quarter of said Section 18; thence run South 00 degrees 22 minutes 02 seconds East along the East line of said Quarter-Quarter Section for 1294.94 feet to the Southeast corner of said Quarter-Quarter Section; thence run North 89 degrees 57 minutes 48 seconds East along the South line of the Northwest Quarter of the Northeast Quarter of said Section 18 for 1311.04 feet to the Southeast corner of said Quarter-Quarter Section; thence run North 01 degrees 26 minutes 06 seconds West along the East line of said Quarter-Quarter Section for 1303.70 feet to the Northeast corner of said Quarter-Quarter Section; thence run North 89 degrees 15 minutes 19 seconds East along the North line of said Section 18 for 1312.43 feet to the Northeast corner of said Section 18; thence run South 38 degrees 32 minutes 39 seconds East for 2764.31 feet; thence run South 72 degrees 04 minutes 51 seconds West for 773.02 feet; thence run South 61 degrees 51 minutes 01 seconds West for 308.83 feet; thence run South 53 degrees 22 minutes 22 seconds West for 548.54 feet; thence run South 37 degrees 11 minutes 58 seconds West for 440.41 feet; thence run South 03 degrees 48 minutes 12 seconds West for 137.30 feet; thence run South 46 degrees 05 minutes 32 seconds West for 1437.33 feet; thence run South 57 degrees 52 minutes 57 seconds West for 183.38 feet; thence run South 69 degrees 45 minutes 16 seconds West for 207.38 feet; to a curve to the left, having a radius of 1530.00 feet, a chord bearing of South 56 degrees 46 minutes 09 seconds West, and a chord length of 687.58 feet; thence run along said arc for 693.51 feet; thence run South 43 degrees 47 minutes 02 seconds West for 270.41 feet; thence run North 46 degrees 12 minutes 58 seconds West for 171.53 feet; thence run South 75 degrees 06 minutes 44 seconds West for 235.38 feet; thence run South 49 degrees 12 minutes 32 seconds West for 501.68 feet; thence run South 49 degrees 12 minutes 32 seconds West for 3238.55 feet to a point on the West line of Section 19, Township 19 South, Range 1 East; thence run North 00 degrees 42 minutes 10 seconds East along the West line of said

Section 19 for 2288.79 feet to the Northwest corner of said Section 19; thence run North 00 degrees 04 minutes 31 seconds East along the West line of Section 18, Township 19 South, Range 1 East for 5239.88 feet to the Northwest corner of said Section 18, and the POINT OF BEGINNING of the Parcel of land herein described.

LESS AND EXCEPT

FROM A 2.5" CAPPED PIPE AT THE N.E. CORNER OF SECTION 18, T 19S-R 1E, BEING THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL OF LAND, RUN THENCE (TRUE) S 00°01'04"W ALONG THE EAST BOUNDARY OF SAID SECTION 18 FOR A DISTANCE OF 1247.55 FEET TO A 1/2" REBAR THAT IS N 00°01'04"E, 4020.45 FEET OF A 3/4" PIPE AT THE S.E. CORNER OF SAID SECTION 18; THENCE RUN S 57°05'48"W FOR A DISTANCE OF 541.64 FEET TO A 1/2" REBAR; THENCE RUN S 47°06'11"W FOR A DISTANCE OF 999.82 FEET TO A 1/2" REBAR; THENCE RUN S 44°45'59"W FOR A DISTANCE OF 991.71 FEET TO A 1/2" REBAR; THENCE RUN S 44°52'16"W FOR A DISTANCE OF 344.85 FEET TO A 1/2" REBAR AT THE P.C. OF A CURVE CONCAVE LEFT, HAVING A DELTA ANGLE OF 64°05'17" AND TANGENTS OF 240.99 FEET; THENCE RUN S 60°44'34"W FOR A CHORD DISTANCE OF 408.54 FEET TO A 1/2" REBAR AT THE P.T.; THENCE RUN S 28°41'55"W FOR A DISTANCE OF 165.30 FEET TO A 1/2" REBAR AT THE P.C. OF A CURVE CONCAVE LEFT, HAVING A DELTA ANGLE OF 118°47'58" AND TANGENTS OF 388.90 FEET; THENCE RUN S 30°42'07"E FOR A CHORD DISTANCE OF 395.94 FEET TO A 1/2" REBAR AT THE P.T.; THENCE RUN N 89°53'51"E FOR A DISTANCE OF 264.73 FEET TO A 1/2" REBAR; THENCE RUN S 01°41'52"E FOR A DISTANCE OF 208.31 FEET TO A 1/2" REBAR; THENCE RUN S 05°38'56"W FOR A DISTANCE OF 184.14 FEET TO A 1/2" REBAR; THENCE RUN S 20°20'32"W FOR A DISTANCE OF 184.14 FEET TO A 1/2" REBAR; THENCE RUN S 27°41'20"W FOR A DISTANCE OF 701.33 FEET TO A 1/2" REBAR; THENCE RUN S 49°12'32"W FOR A DISTANCE OF 3740.22 FEET TO A 1/2" REBAR ON THE TRUE WEST BOUNDARY OF SECTION 19, T19S-R1E, SAID POINT BEING N 00°43'19"E, 322.96 FEET OF A 5/8" REBAR AT THE TRUE S.W. CORNER OF THE SW 1/4- NW 1/4 OF SECTION 19, T19S-R 1E; THENCE RUN N 00°43'19"E ALONG THE WEST BOUNDARY OF SAID SECTION 19 FOR A DISTANCE OF 2288.79 FEET TO A 1" PIPE AT THE S.W. CORNER OF AFOREMENTIONED SECTION 18, T19S-R 1E; THENCE RUN N 00°04'31"E FOR A DISTANCE OF 5239.88 FEET TO A 1" PIPE AT THE N.W. CORNER OF SAID SECTION 18; THENCE RUN S 88°29'58"E ALONG THE ACCEPTED NORTH BOUNDARY OF THE NW 1/4 OF SAID SECTION 18 FOR A DISTANCE OF 2697.94 FEET TO A 1/2" REBAR ACCEPTED AS THE N.E. CORNER OF SAID NW 1/4; THENCE RUN S 00°22'02"E ALONG THE ACCEPTED EAST BOUNDARY OF NE 1/4-NW 1/4 OF SAID SECTION 18 FOR A DISTANCE OF 1294.94 FEET TO A 1/2" PIPE ACCEPTED AS THE N.W. CORNER OF THE SW 1/4-NE 1/4 OF SAID SECTION 18; THENCE RUN N 89°57'48"E ALONG THE ACCEPTED NORTH BOUNDARY OF SAID SW 1/4-NE 1/4 FOR A DISTANCE OF 1311.04 FEET TO A 1" PIPE ACCEPTED AS THE S.W. CORNER OF THE NE 1/4-NE 1/4 OF AFOREMENTIONED SECTION 18; THENCE RUN N 01°26'06"W ALONG THE ACCEPTED WEST BOUNDARY OF SAID NE 1/4-NE 1/4 FOR A DISTANCE OF 1303.70 FEET TO A 5/8" REBAR ACCEPTED AS THE N.W. CORNER OF SAID NE 1/4- NE 1/4; THENCE RUN N 89°15'19"E ALONG THE ACCEPTED NORTH BOUNDARY OF SAID NE 1/4- NE 1/4 FOR A DISTANCE OF 1312.43 FEET TO THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL OF LAND, CONTAINING 502.25 ACRES, SITUATED IN THE IN THE W 1/2 AND THE NE 1/4 AND THE W 1/2-SE 1/4 OF SECTION 18, T19S-R1E AND THE NW 1/4 OF SECTION 19, T 19S-R1E, SHELBY COUNTY, ALABAMA. SUBJECT TO RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

FROM A 2.5" PIPE AT THE N.E. CORNER OF SECTION 18, T 19S-R 1E, RUN THENCE (TRUE) S 00° 01'04"W ALONG THE EAST BOUNDARY OF SAID SECTION 18 FOR A DISTANCE OF 2294.54 FEET TO A 1/2" REBAR, BEING THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE S 00°01'04"W FOR A DISTANCE OF 1066.20 FEET TO A 1/2" REBAR THAT IS N 00°01'04"E, 1907.26 FEET OF A 3/4" PIPE AT THE S.E. CORNER OF SAID SECTION 18; THENCE RUN S 46°00'37"W FOR A DISTANCE OF 1427.55 FEET TO A 1/2" REBAR; THENCE RUN S 57°52'57"W FOR A DISTANCE OF 193.38 FEET; THENCE RUN S 69°45'16"W FOR A DISTANCE OF 207.38 FEET TO A 1/2" REBAR AT THE P.C. OF A CURVE CONCAVE LEFT, HAVING A DELTA ANGLE OF 25°58'15" AND TANGENTS OF 352.82 FEET; THENCE RUN S 56°46'09"W FOR A CHORD DISTANCE OF 687.59 FEET TO A 1/2" REBAR AT THE P.T.; THENCE RUN S 43°47'02"W FOR A DISTANCE OF 270.41 FEET TO A 1/2" REBAR; THENCE RUN N 46°12'58"W FOR A DISTANCE OF 171.53 FEET TO A 1/2" REBAR; THENCE RUN N 27°41'20"E FOR A DISTANCE OF 559.19 FEET TO A 1/2" REBAR; THENCE RUN N 20°20'32"E FOR A DISTANCE OF 215.04 FEET; THENCE RUN N 05°38'56"E FOR A DISTANCE OF 215.04 FEET TO A 1/2" REBAR; THENCE RUN N 01°41'51"W FOR A DISTANCE OF 131.63 FEET TO A 1/2" REBAR AT THE P.C. OF A CURVE CONCAVE LEFT, HAVING A DELTA ANGLE OF 39°15'24" AND TANGENTS OF 137.31 FEET; THENCE RUN N 64°01'04"E FOR A CHORD DISTANCE OF 258.66 FEET TO A 1/2" REBAR AT THE P.T.; THENCE RUN N 44°23'28"E FOR A DISTANCE OF 668.87 FEET TO A 1/2" REBAR; THENCE RUN N 46°28'39"E FOR A DISTANCE OF 655.78 FEET TO A 1/2" REBAR; THENCE RUN N 51°38'53"E FOR A DISTANCE OF 479.86 FEET TO A 1/2" REBAR; THENCE RUN N 44°07'33"E FOR A DISTANCE OF 180.23 FEET TO A 1/2" REBAR; THENCE RUN N 45°37'24"E FOR A DISTANCE OF 130.84 FEET TO A DRILL BIT; THENCE RUN N 61°12'31"E FOR A DISTANCE OF 169.72 FEET TO THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL OF LAND, CONTAINING 50.22 ACRES, SITUATED IN THE SE 1/4-NE 1/4 AND THE SE 1/4 OF SECTION 18, T 19S-R 1E, SHELBY COUNTY, ALABAMA. SUBJECT TO RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

LESS AND EXCEPT

Farm Lot 1

A tract of land lying in the Southwest 1/4 of the Northeast 1/4, the Northwest 1/4 of the Southeast 1/4 and the Northeast 1/4 of the Southeast 1/4, all in Section 18, Township 19 South, Range 1 East, Shelby County, Alabama.

Commence at the Northwest corner of the Southwest 1/4 of the Northeast 1/4 of Section 18, Township 19 South, Range 1 East, Shelby County, Alabama; thence run North 89 degrees 57 minutes 48 seconds East along the North line of said 1/4-1/4 Section for 1000.57 feet; thence run South 00 degrees 02 minutes 12 seconds East for 1306.74 feet to the POINT OF BEGINNING of the tract of land herein described; thence run South 44 degrees 45 minutes 59 seconds West for 421.35 feet; thence run South 44 degrees 52 minutes 16 seconds West for 344.85 feet; to a non-tangent curve to the left, having a radius of 385.00 feet, a chord bearing of South 60 degrees 44 minutes 34 seconds West, and a chord length of 408.54 feet; thence run along said arc for 430.64 feet; thence run South 28 degrees 41 minutes 55 seconds West for 165.29 feet; to a curve to the left, having a radius of 230.00 feet, a chord bearing of South 30 degrees 42 minutes 07 seconds, and a chord length of 395.95 feet; thence run along said arc for 476.01 feet; thence run North 89 degrees 52 minutes 51 seconds East for 264.72 feet; thence run

South 01 degrees 41 minutes 52 seconds East for 70.47 feet; thence run South 89 degrees 46 minutes 05 seconds East for 233.09 feet; to a non-tangent curve to the left, having a radius of 385.00 feet, a chord bearing of North 59 degrees 38 minutes 48 seconds East, and a chord length of 202.58 feet; thence run along said Arc for 204.99 feet; thence run North 44 degrees 23 minutes 28 seconds East for 688.89 feet; thence run North 46 degrees 28 minutes 39 seconds East for 205.60 feet; thence run North 41 degrees 53 minutes 19 seconds West for 775.91 feet to the POINT OF BEGINNING.

PARCEL XII

A TRACT OF LAND LYING IN SECTION 18, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA.

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 19 SOUTH, RANGE 1 EAST, THENCE RUN SOUTH 89 DEGREES 12 MINUTES 59 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION FOR 1796.34 FEET; THENCE RUN NORTH 00 DEGREES 47 MINUTES 01 SECONDS EAST FOR 1679.42 FEET TO A POINT ON THE WATER'S EDGE OF GRANDFATHER LAKE, AND THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE RUN NORTH 44 DEGREES 18 MINUTES 24 SECONDS WEST FOR 324.43 FEET; THENCE RUN NORTH 44 DEGREES 44 MINUTES 28 SECONDS WEST FOR 199.56 FEET; THENCE RUN NORTH 49 DEGREES 40 MINUTES 40 SECONDS WEST FOR 1825.81 FEET; THENCE RUN SOUTH 00 DEGREES 09 MINUTES 31 SECONDS WEST FOR 817.88 FEET; THENCE RUN SOUTH 60 DEGREES 59 MINUTES 37 SECONDS EAST FOR 1196.10 FEET; THENCE RUN SOUTH 55 DEGREES 55 MINUTES 36 SECONDS EAST FOR 594.56 FEET; THENCE RUN NORTH 42 DEGREES 23 MINUTES 46 SECONDS EAST FOR 70.10 FEET; THENCE RUN NORTH 64 DEGREES 09 MINUTES 52 SECONDS EAST FOR 138.91 FEET; THENCE RUN NORTH 18 DEGREES 55 MINUTES 33 SECONDS WEST FOR 58.00 FEET; THENCE RUN NORTH 32 DEGREES 02 MINUTES 12 SECONDS EAST FOR 28.37 FEET; THENCE RUN SOUTH 73 DEGREES 57 MINUTES 44 SECONDS EAST FOR 56.49 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT ANY PART LYING BELOW THE SEASONAL NORMAL POOL WATER LEVEL OF GRANDFATHER LAKE.

PARCEL XIII

A TRACT OF LAND LYING IN SECTION 18, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA.

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 19 SOUTH, RANGE 1 EAST, THENCE RUN SOUTH 89°12'59" EAST ALONG THE SOUTH LINE OF SAID SECTION FOR 1426.93 FEET; THENCE RUN NORTH 00°47'01" EAST FOR 1370.69 FEET TO A POINT ON THE WATER'S EDGE OF GRANDFATHER LAKE, AND THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE RUN NORTH 57 DEGREES 40 MINUTES 26 SECONDS EAST FOR 95.81 FEET; THENCE RUN NORTH 42 DEGREES 27 MINUTES 52 SECONDS EAST FOR 104.01 FEET; THENCE RUN NORTH 55 DEGREES 55 MINUTES 36 SECONDS WEST FOR

594.68 FEET; THENCE RUN NORTH 60 DEGREES 59 MINUTES 37 SECONDS WEST FOR 1196.10 FEET; THENCE RUN SOUTH 00 DEGREES 09 MINUTES 31 SECONDS WEST FOR 1518.97 FEET; THENCE RUN SOUTH 89 DEGREES 49 MINUTES 03 SECONDS EAST FOR 63.41 FEET; THENCE RUN NORTH 57 DEGREES 07 MINUTES 36 SECONDS EAST FOR 38.05 FEET; THENCE RUN NORTH 69 DEGREES 55 MINUTES 00 SECONDS EAST FOR 121.76 FEET; THENCE RUN NORTH 63 DEGREES 52 MINUTES 16 SECONDS EAST FOR 79.32 FEET; THENCE RUN NORTH 65 DEGREES 03 MINUTES 54 SECONDS EAST FOR 116.24 FEET; THENCE RUN NORTH 64 DEGREES 37 MINUTES 21 SECONDS EAST FOR 95.09 FEET; THENCE RUN NORTH 65 DEGREES 23 MINUTES 21 SECONDS EAST FOR 126.74 FEET; THENCE RUN NORTH 66 DEGREES 14 MINUTES 29 SECONDS EAST FOR 75.35 FEET; THENCE RUN NORTH 62 DEGREES 03 MINUTES 47 SECONDS EAST FOR 71.80 FEET; THENCE RUN NORTH 54 DEGREES 16 MINUTES 17 SECONDS EAST FOR 74.05 FEET; THENCE RUN NORTH 43 DEGREES 28 MINUTES 35 SECONDS EAST FOR 97.44 FEET; THENCE RUN NORTH 12 DEGREES 39 MINUTES 28 SECONDS EAST FOR 85.59 FEET; THENCE RUN NORTH 10 DEGREES 50 MINUTES 46 SECONDS EAST FOR 62.21 FEET; THENCE RUN NORTH 15 DEGREES 48 MINUTES 59 SECONDS EAST FOR 49.28 FEET; THENCE RUN NORTH 43 DEGREES 44 MINUTES 08 SECONDS EAST FOR 54.47 FEET; THENCE RUN SOUTH 69 DEGREES 42 MINUTES 28 SECONDS EAST FOR 493.74 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT ANY PART LYING BELOW THE SEASONAL NORMAL POOL WATER LEVEL OF GRANDFATHER LAKE.

PARCEL XIV

Together with right title and interest appurtenant to the above property for an Ingress Egress and Utility Easement granted to Pine Mountain Preserve, LLP by Young Men's Christian Association of Birmingham and recorded in Instrument #20140829000272700 in the Probate Office of Shelby County, Alabama.

Together with rights and title and interest appurtenant to the above property under that certain Conservation easement and Declaration of Restrictions and covenants by ant between Chelsea Preserve, LLP and North American Land Trust as recorded in Instrument #20051228000666520 in the Probate Office of Shelby County, Alabama.

Exhibit B

to

Mortgage and Security Agreement
between

Pine Mountain Preserve, LLLP and Pine Mountain Preserve, Inc. and Bryant Bank

Permitted Encumbrances

1. Any facts, rights, interests, or claims as not shown by the Public Records, but that could not be ascertained by an inspection of the Land or that may be ascertained by persons in possession of the land.
2. Taxes and special assessments for the year 2019 and subsequent years not yet due and payable.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance, including lack of access, affecting the Title that would be disclosed by an accurate and complete land survey of the Land. Covered Risk 2(c) is hereby deleted. This policy does not cover any dispute over a boundary line of the Land, any claim that there is a record overlap between the Land and another parcel, any claim or adverse possession of a prescriptive easement as to any part of the Land, and any loss resulting from the encroachment of an improvement onto the Land or of an improvement attached to the Land onto an adjoining parcel. This policy does not insure that the land contains the area or acreage stated in Schedule A of this policy or in any conveyance or map of the Land.
5. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
6. Easements and building lines as shown on recorded map(s), including but not limited to any notes, conditions and restrictions.
7. Any lien, or right to a lien, for services, labor or materials in connection with improvements, repairs or renovations provided before, on or after Date of Policy, not shown by the Public Records.
8. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings; whether or not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
9. Less and Except any part of subject property lying within the right of way of public road.

10. Title to all minerals within and underlying the property, together with all mining rights and other rights, privileges, immunities and release of damages relating thereto, as recorded in Deed Book 244, Page 587; Deed Book 330, Page 621; Book 336, Page 4; Book 336, Page 6; and Inst. #1997-9552 and any damages relating to the exercise of such rights or the extraction of such minerals.
11. Conservation Easement and Declaration of Restrictions and Covenants as recorded in: Instrument #20161221000622800 and Instrument #20071221000573260.
12. Easement granted to Alabama Power Company, as recorded in Instrument #20131002000395690. – Sections 18 and 19
13. Rights of upper and lower riparian owners in and to the natural flow and use of water in creeks, streams or navigable waters.

Parcel II

14. Transmission Line Permit(s) to Alabama Power Company as shown by the Shelby County Tax Assessor's Map.
15. Less and Except any portion land lying between the easterly line of Section 3 and the "meandering white painted line" as shown on the Survey of Hickey Land Surveying, Inc. dated 9/15/2006.
16. The following matters as shown on the Survey of Hickey Land Surveying, Inc., dated September 15, 2006.
 - a) Encroachment of 100 foot right of way for Southern Company on to and/or off of the westerly portion of the land in Section 3.
 - b) Encroachment of 100 foot right of way for Southern Company on to and/or off of the Easterly portion of the land in Section 3 and the westerly portion of Section 11.
17. Lack of a right of access to and from the land lying in Section 3.

Parcel III

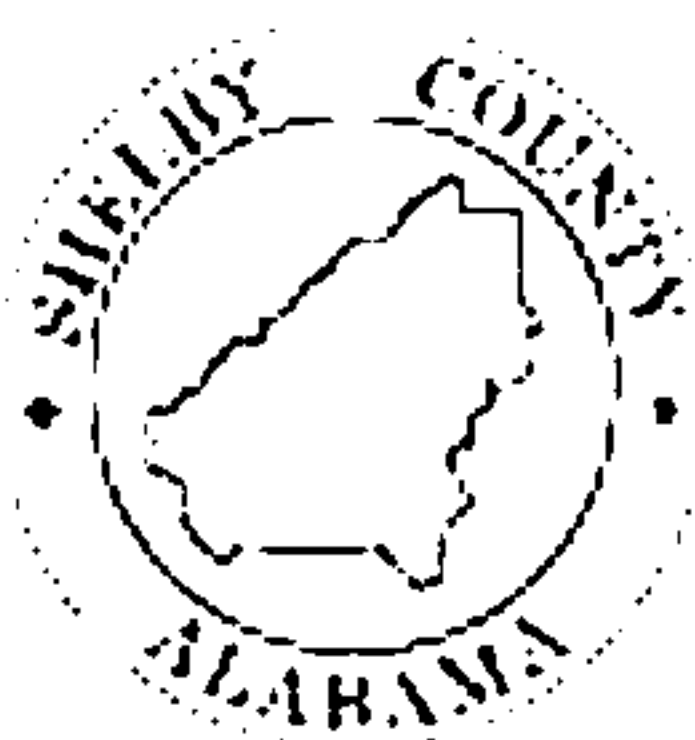
18. Easement granted to Plantation Pipe Line, as recorded in Deed Book 253, Page 324.
19. Transmission Line Permit to Alabama Power Company as set out in Deed Book 165, Page 107.
20. Right(s) of way to Shelby County, as recorded in Deed book 135, Page 171.
21. Transmission Line Permit to Alabama Power Company running through the land as shown on the County Tax Assessor's Map for 2005.

Parcel V

22. Transmission Line Permit(s) to Alabama Power Company running through the land in the Southwest of Section 17, Township 19 South, Range 1 East as shown on the Tax Assessor's Map.
23. Rights of others to the use of creeks and/or branches running through the land.

Parcel VII

24. Transmission Line Permit to Alabama Power Company as shown by instruments recorded in Deed Book 112, Page 111 and Deed Book 112, Page 114.
25. Right(s) of way to Shelby County, as recorded in deed book 05, Page 502



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
11/20/2018 12:07:14 PM
\$6950.40 CHARITY
20181120000409940

Alicia S. Bayl

Parcels VIII, XI, XII, XIV, XV, XVI AND XVII

26. Easement to Westover Water & Fire Protection Authority, as recorded in Deed Book 334, Page 329.

27. Easement for Underground Subdivision granted to Alabama Power Company, as recorded in Instrument #20180103000000340.

28. Easement granted to Alabama Power Company, as recorded in Instrument #20131002000395690.

29. Declaration of Easements, Covenants and Restrictions for Pine Mountain Preserve, a Natural Community appearing of record in Instrument #20151228000440560, but deleting any restrictions based on race, color, creed or national origin.

30. Terms and Conditions of Conservation Easement and Declaration of Restrictions and Covenants and Conveyance as recorded in Instrument #20051228000666520.

31. Right of Way granted to Alabama Power Company by instrument(s) recorded in Instrument #20160926000350620.

32. Terms and Conditions as set out in the insured Easement Agreement as described in Instrument #20140829000272700.

33. Mortgages recorded in Inst.#1999-15739, together with Subordination Agreement recorded in Instrument #20141118000363430 to be shown as a subordinate matter on the final policy.

“Exception 33 affects Parcel XXII only. The Company insures that the Mortgage is subordinate to the insured easement interest.”

34. Mortgage given by Pine Mountain Preserve, LLLP, a Delaware limited liability partnership to Regions Bank, in the amount of \$1,172,629.08, dated December 1, 2010, filed January 12, 2011, and recorded in Instrument #2010112000011670, in the Probate Office of Shelby County, Alabama.

35. Municipal Assessments as recorded in:

Instrument #20080307000093820 District No. Two

Instrument #20080307000093830 District No. Three

Instrument #20080307000093840 District No. Four

Instrument #20080307000093850 District No. Five

Instrument #20080307000093860 District No. Six

Instrument #20080307000093870 District No. Seven

Instrument #20080307000093880 District No. Eight

Instrument #20080307000093890 District No. Nine

Instrument #20080307000093910 District No. Eleven

Instrument #20080307000093920 District No. Twelve

Instrument #20080307000093930 District No. Thirteen

Instrument #20080307000093940 District No. Fourteen

Instrument #20080307000093950 District No. Fifteen

Instrument #20080307000093960 District No. Sixteen