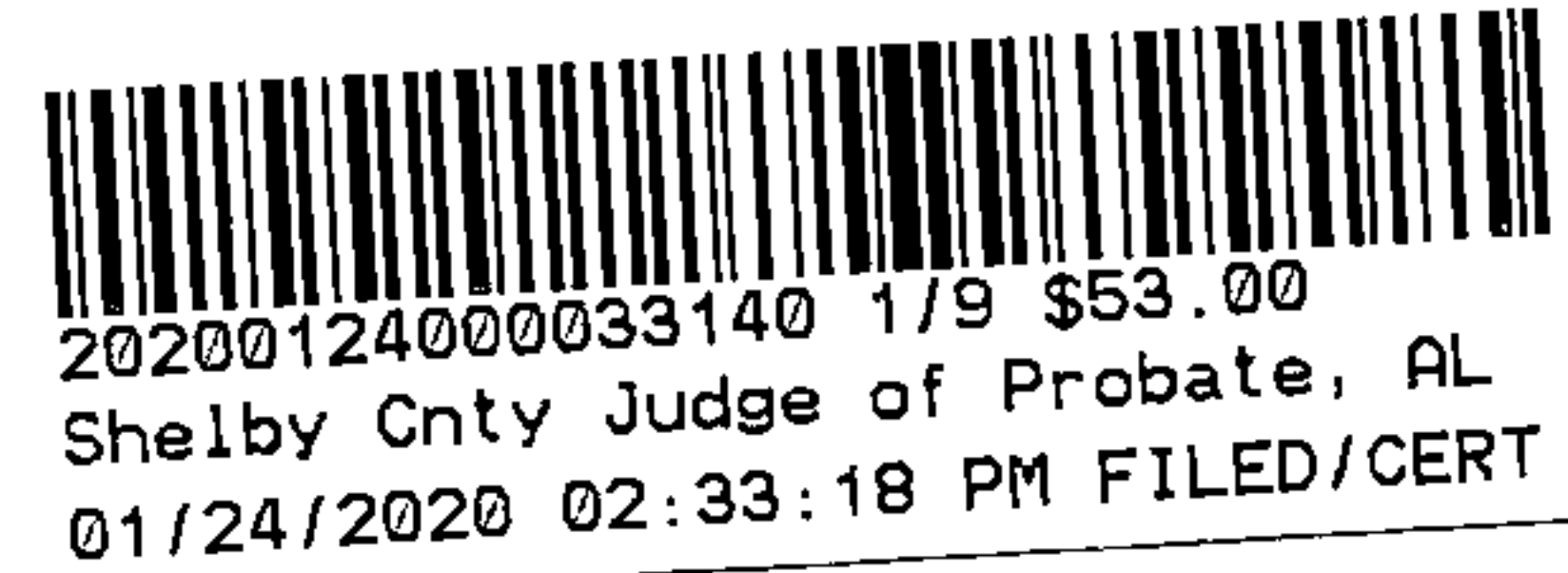


UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Beau Byrd 205-521-8000
B. E-MAIL CONTACT AT FILER (optional) bbyrd@bradley.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div><div>William C. Byrd, II Bradley Arant Boulton Cummings LLP One Federal Place 1819 Fifth Avenue North Birmingham, Alabama 35203</div></div>



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

1a. ORGANIZATION'S NAME EDDLEMAN RESIDENTIAL, LLC				
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 2700 US Highway 280, Suite 425	CITY Birmingham	STATE AL	POSTAL CODE 35223	COUNTRY USA

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

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

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

3a. ORGANIZATION'S NAME SERVISFIRST BANK				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS 2500 Woodcrest Place	CITY Birmingham	STATE AL	POSTAL CODE 35209	COUNTRY USA

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

See Schedule I attached hereto and made a part hereof for a description of the property covered hereby, some of which may be or may become fixtures on the Real Estate described on Exhibit A attached hereto, of which the Debtor is the record owner.

Filed as additional security for Mortgage recorded of even date, on which tax has been paid.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, Item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA: 0S0330-401051 filed with Judge of Probate of Shelby County, AL	

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

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

OR	9a. ORGANIZATION'S NAME EDDLEMAN RESIDENTIAL, LLC	
	9b. INDIVIDUAL'S SURNAME	
	FIRST PERSONAL NAME	
	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX



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

OR	10a. ORGANIZATION'S NAME			
	10b. INDIVIDUAL'S SURNAME			
	INDIVIDUAL'S FIRST PERSONAL NAME			
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)			SUFFIX

10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

OR	11a. ORGANIZATION'S NAME			
	11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

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

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

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

16. Description of real estate:
See Exhibit A attached hereto and made a part hereof.

17. MISCELLANEOUS:

**SCHEDULE I
TO
UCC FINANCING STATEMENT**

DEBTOR: **Eddleman Residential, LLC**, an Alabama limited liability company

SECURED PARTY: **ServisFirst Bank**, an Alabama banking corporation

All of the foregoing described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, including replacements and additions thereto (which property is hereinafter referred to collectively as the “**Premises**”):

(a) All those certain tracts or parcels of land located in Jefferson County, Alabama, as more particularly described in Exhibit A attached hereto and by this reference made a part hereof (the “**Land**”); and

(b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by Debtor and located in, or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Premises, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the “**Improvements**”), all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Premises as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by this financing statement; and

(c) All goods, equipment, inventory, supplies and other items or types of tangible personal property (including additions and accessions thereto and replacements and substitutions therefor) now owned or hereafter created or acquired by Debtor and attached to the Premises (other than fixtures); or placed on the Premises and used or useful in connection with, or in any way pertaining or relating to, the Premises or the use and occupancy thereof, though not attached to the Premises; or for which the proceeds of the Secured Indebtedness has been or may be advanced, wherever the same may be located; and

(d) All policies of hazard insurance now or hereafter in effect that insure the Premises, or any Improvements, or any other property conveyed or encumbered hereby, together with all right, title and interest of Debtor in and to each and every such policy, and all proceeds thereof, including any premiums paid and rights to returned premiums; and

(e) All rents, issues, profits and revenues of the Premises from time to time accruing, including, without limitation, all sums due under any leases or tenancies, together with all proceeds of insurance, condemnation payments, security deposits and escrow funds, and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Debtor of, in and to the same, reserving only the right to Debtor to collect the same so long as an Event of Default has not occurred hereunder or such collection is not otherwise restricted by this financing statement; and

(f) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions and remainders whatsoever, in any way belonging, relating or appertaining to the Premises or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by them; and

(g) All judgments, damages, settlements, awards, payments and compensation, including all interest thereon, that may be made or due to Debtor or any subsequent owner of the Premises, or the Improvements, or any other property conveyed or encumbered hereby, as a result of the exercise of the right of eminent domain or condemnation, the alteration of the grade of any street or any other injury to or diminution or decrease in value of the Premises, or the Improvements, or any other such property; and

(h) (i) All general intangibles relating to the development or use of the Premises, the Improvements or any other property conveyed or encumbered hereby, or the management and operation of any business of Debtor thereon, including all patents, patent applications, trade names, trademarks, trademark applications, knowledge and process, licensing arrangements, blueprints, technical specifications, manuals and other trade secrets; (ii) the good will of any business conducted or operated on the Premises, all governmental licenses and permits relating to the construction, renovation or operation thereof, all names under or by which the same may at any time be operated or known and all rights to carry on business under any such names or any variant thereof; and (iii) all contracts and agreements (including construction, renovation, maintenance, engineering, architectural, leasing, management, operating and concession agreements) affecting the Premises, the Improvements or any other property conveyed or encumbered by this financing statement, or used or useful in connection therewith, whether now or hereafter entered into; and

(i) All changes, additions, supplements, modifications, amendments, extensions, renewals, revisions and guaranties to, of or for any agreement or instrument included in the foregoing; and

(j) All proceeds of any of the foregoing.



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Shelby Cnty Judge of Probate, AL
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Exhibit A

Legal Description of the Land

Parcel I:

Lots 16, 17, 26 and 30, according to the 2nd Amendment to the Amended Map of The Village at Highland Lakes, Sector One, an Eddleman Community, as recorded in Map Book 38, Page 24 A-E, in the Office of the Judge of Probate of Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, Common Areas all as more particularly described in the Declaration of Easements and Master Protective Covenants for The Village at Highland Lakes, a Residential Subdivision, recorded as Instrument No. 20060421000186650 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for The Village at Highland Lakes, a Residential Subdivision, Sector One, recorded as Instrument No. 20060421000186670, in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").

Parcel II:

Lot 4-32, according to the Map and Survey of The Village at Highland Lakes Sector Four - English Village Neighborhood, as recorded in Map Book 44, Page 131, in the Office of the Judge of Probate of Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, Common Areas all as more particularly described in the Declaration of Easements and Master Protective Covenants for The Village at Highland Lakes, a Residential Subdivision, recorded as Instrument No. 20060421000186650 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for The Village at Highland Lakes, a Residential Subdivision, Sector Four, recorded as Instrument No. 20150430000142220, Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for the Village at Highland Lakes, a Residential Subdivision, Sector 4, as recorded in Instrument No. 20151230000442820, in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").

Parcel III:

Lots 509, 510, 511, 512, 513, 514, 516, 517, 519, 520, 521, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 536, 537, 538, 539, 540, 541, 542, 544, 545, 549, 551 and 552, according to the Map and Survey of The Village at Highland Lakes Phase Four, 5th Sector, English Village Neighborhood, as recorded in Map Book 50, Page 91 A and B, in the Office of the Judge of Probate of Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, Common Areas all as more particularly described in the Declaration of Easements and Master Protective Covenants for The Village at Highland Lakes, a Residential Subdivision, recorded as Instrument No. 20060421000186650 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for The Village at Highland Lakes, a Residential Subdivision, Sector Four, recorded as Instrument No. 20150430000142220, Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for the Village at Highland Lakes, a Residential Subdivision, Sector 4, as recorded in Instrument No. 20151230000442820, Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for the Village at Highland Lakes, a Residential Subdivision, Phase 4, 5th Sector, as recorded in Instrument No. 20190619000218780, in the Probate Office of Shelby County,

Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").

Parcel IV (The Village at Highland Lakes Phase 3):

Commence at the Northeast corner of Section 4, Township 19 South, Range 1 West, Shelby County, Alabama, thence run South 89 degrees 17 minutes 26 seconds West along the North line of said Section 4 for 244.34 feet; thence run South 00 degrees 42 minutes 34 seconds East for 39.64 feet to the point of beginning; thence run South 82 degrees 31 minutes 31 seconds West for 213.61 feet; thence run South 62 degrees 24 minutes 02 seconds West for 174.79 feet; thence run South 42 degrees 34 minutes 07 seconds West for 224.17 feet; thence run South 33 degrees 04 minutes 07 seconds West for 218.01 feet; thence run South 18 degrees 56 minutes 21 seconds West for 535.59 feet; thence run South 45 degrees 51 minutes 16 seconds West for 225.00 feet; thence run South 01 degrees 28 minutes 10 seconds East for 168.87 feet; thence run South 37 degrees 59 minutes 58 seconds East for 417.83 feet; thence run South 69 degrees 32 minutes 09 seconds East for 281.35 feet; thence run North 40 degrees 44 minutes 31 seconds East for 581.67 feet; thence run South 55 degrees 25 minutes 10 seconds East for 347.66 feet; thence run South 82 degrees 28 minutes 16 seconds East for 113.02 feet; thence run North 34 degrees 03 minutes 23 seconds East for 669.72 feet; thence run North 21 degrees 48 minutes 49 seconds East for 287.25 feet; thence run North 04 degrees 01 minutes 46 seconds East for 138.41 feet; thence run North 28 degrees 31 minutes 04 seconds East for 133.40 feet; thence run North 66 degrees 53 minutes 23 seconds West for 318.80 feet; thence run North 51 degrees 54 minutes 00 seconds West for 426.64 feet; thence run North 84 degrees 59 minutes 08 seconds West for 257.71 feet to the point of beginning.

Parcel V (The Village at Highland Lakes Phase 4 - 5th Sector - Proposed Lots 501, 502 and 503)

Commence at the Southeast corner of Section 4, Township 19 South, Range 1 West, Shelby County, Alabama, thence run South 89 degrees 25 minutes 46 seconds West along the South line of said Section 4 for 1331.46 feet to the Southwest corner of the Southeast Quarter of the Southeast Quarter of said Section 4; thence run North 00 degrees 35 minutes 46 seconds West along the West line of said Quarter-Quarter section for 2539.21 feet to the point of beginning; thence continue running North 00 degrees 35 minutes 46 seconds West along said Quarter-Quarter line for 512.94 feet; thence run South 53 degrees 41 minutes 01 seconds East for 415.71 feet to a non-tangent curve to the right, having a radius of 630.00 feet, a chord bearing of North 36 degrees 41 minutes 41 seconds East, and a chord length of 8.32 feet; thence run along said arc for 8.32 feet; thence run South 52 degrees 55 minutes 37 seconds East for 171.81 feet; thence run South 64 degrees 09 minutes 19 seconds East for 400.00 feet; thence run South 63 degrees 45 minutes 47 seconds East for 106.78 feet; thence run South 52 degrees 17 minutes 25 seconds East for 123.93 feet; thence run South 35 degrees 50 minutes 16 seconds East for 118.33 feet; thence run South 60 degrees 20 minutes 47 seconds West for 140.00 feet; thence run South 29 degrees 39 minutes 13 seconds East for 158.48 feet to a curve to the left, having a radius of 150.00 feet, a chord bearing of South 48 degrees 30 minutes 21 seconds East, and a chord length of 96.94 feet; thence run along said arc for 98.71 feet; thence run South 67 degrees 21 minutes 28 seconds East for 101.37 feet; thence run North 22 degrees 38 minutes 32 seconds East for 140.00 feet; thence run South 67 degrees 21 minutes 28 seconds East for 95.44 feet; thence run South 71 degrees 12 minutes 58 seconds East for 75.88 feet; thence run North 17 degrees 03 minutes 39 seconds East for 212.32 feet; thence run South 86 degrees 46 minutes 09 seconds East for 141.88 feet; thence run North 75 degrees 55 minutes 12 seconds East for 61.76 feet; thence run South 72 degrees 56 minutes 21 seconds East for 85.00 feet; thence run South 22 degrees 19 minutes 51 seconds East for 140.29 feet; thence run South 05 degrees 24 minutes 46 seconds West for 135.26 feet; thence run South 39 degrees 26 minutes 06 seconds West for 233.93 feet to a non-tangent curve to the left, having a radius of 295.00 feet, a chord bearing of North 68 degrees 54 minutes 25 seconds West, and a chord length of 185.67 feet; thence run along said arc for 188.88 feet; thence run North 87 degrees 14 minutes 56 seconds West for 100.12 feet to a curve to the right, having a radius of 290.00 feet, a chord bearing of North 77 degrees

18 minutes 12 seconds West, and a chord length of 100.17 feet; thence run along said arc for 100.68 feet; thence run North 67 degrees 21 minutes 28 seconds West for 24.55 feet; thence run South 21 degrees 42 minutes 53 seconds West for 66.53 feet; thence run North 72 degrees 15 minutes 49 seconds West for 120.00 feet to a non-tangent curve to the right, having a radius of 420.00 feet, a chord bearing of North 18 degrees 51 minutes 05 seconds East, and a chord length of 16.35 feet; thence run along said arc for 16.35 feet; thence run North 70 degrees 02 minutes 01 seconds West for 60.00 feet; thence run North 71 degrees 00 minutes 33 seconds West for 115.01 feet; thence run North 71 degrees 06 minutes 59 seconds West for 41.05 feet; thence run North 71 degrees 06 minutes 59 seconds West for 55.34 feet; thence run South 06 degrees 49 minutes 44 seconds West for 322.33 feet; thence run South 06 degrees 26 minutes 15 seconds West for 60.01 feet; thence run North 82 degrees 43 minutes 50 seconds West for 16.02 feet; thence run South 07 degrees 16 minutes 10 seconds West for 125.00 feet; thence run North 82 degrees 43 minutes 50 seconds West for 63.00 feet; thence run North 79 degrees 10 minutes 13 seconds West for 81.58 feet; thence run North 65 degrees 39 minutes 08 seconds West for 91.29 feet; thence run North 50 degrees 52 minutes 42 seconds West for 91.29 feet; thence run North 59 degrees 14 minutes 07 seconds West for 75.14 feet; thence run North 10 degrees 56 minutes 23 seconds West for 514.54 feet; thence run North 12 degrees 20 minutes 36 seconds East for 160.05 feet; thence run North 25 degrees 50 minutes 41 seconds East for 55.02 feet; thence run North 58 degrees 26 minutes 41 seconds West for 100.50 feet; thence run North 75 degrees 45 minutes 37 seconds West for 160.91 feet to a non-tangent curve to the right, having a radius of 805.00 feet, a chord bearing of North 15 degrees 26 minutes 20 seconds East, and a chord length of 33.69 feet; thence run along said arc for 33.69 feet; thence run North 73 degrees 21 minutes 44 seconds West for 182.61 feet to the point of beginning.

Less and except those lots as shown on The Village at Highland Lakes Phase 4, 5th Sector, English Village Neighborhood, as recorded in Map Book 50, Page 91A and 91B, in the Office of the Judge of Probate of Shelby County, Alabama.

Parcel VI (The Village at Highland Lakes Phase 4 - 6th Sector)

Commence at the Southeast corner of Section 4, Township 19 South, Range 1 West, Shelby County, Alabama; thence run South 89 degrees 25 minutes 46 seconds West along the South line of said Section for 404.73 feet; thence run North 00 degrees 34 minutes 14 seconds West for 87.23 feet to the point of beginning; thence run South 89 degrees 25 minutes 46 seconds West for 469.82 feet; thence run North 00 degrees 34 minutes 14 seconds West for 536.81 feet; thence run North 14 degrees 38 minutes 05 seconds East for 810.08 feet; thence run South 82 degrees 04 minutes 39 seconds East for 153.87 feet to a point on the Westerly line of The Village at Highland Lakes Sector Four - English Village Neighborhood, as recorded in Map Book 44, Page 131, in the Probate Office of Shelby County, Alabama, and run along the Westerly line of said subdivision for the following described courses: thence run South 34 degrees 17 minutes 16 seconds East for 34.30 feet; thence run South 10 degrees 08 minutes 03 seconds West for 76.32 feet; thence run South 02 degrees 50 minutes 31 seconds West for 76.31 feet; thence run South 04 degrees 27 minutes 01 seconds East for 76.32 feet; thence run South 11 degrees 44 minutes 33 seconds East for 76.31 feet; thence run South 19 degrees 02 minutes 06 seconds East for 76.32 feet; thence run South 25 degrees 41 minutes 35 seconds East 71.22 feet; thence run South 27 degrees 11 minutes 01 seconds East for 127.63 feet; thence run South 07 degrees 26 minutes 25 seconds East for 135.60 feet; thence run South 20 degrees 22 minutes 29 seconds West for 148.82 feet; thence run South 71 degrees 00 minutes 15 seconds West for 25.33 feet; thence run South 04 degrees 49 minutes 12 seconds East for 189.29 feet to a non-tangent curve to the right, having a radius of 270.00 feet, a chord bearing of South 86 degrees 13 minutes 11 seconds West, and a chord length of 9.80 feet; thence run along said arc for 9.80 feet; thence run South 02 degrees 08 minutes 54 seconds East for 60.00 feet; to a non-tangent curve to the left, having a radius of 330.00 feet, a chord bearing of North 85 degrees 49 minutes 44 seconds East, and a chord length of 17.71 feet; thence run along said arc for 17.72 feet; thence run South 05 degrees 42 minutes 32 seconds for 120.00

feet; thence leaving the Westerly line of said subdivision run South 00 degrees 34 minutes 14 seconds East for 64.79 feet to the point of beginning.

Parcel VII (The Village at Highland Lakes Phase 4 - 7th Sector)

Commence at the Southeast corner of the Southeast Quarter of the Southeast Quarter of Section 4, Township 19 South, Range 1 West, Shelby County, Alabama, thence run South 89 degrees 25 minutes 46 seconds West along the South line of said Quarter-Quarter Section for 909.21 feet to the point of beginning; thence continue South 89 degrees 25 minutes 46 seconds West along said Quarter-Quarter Section line for 422.25 feet to the Southwest corner of said Quarter-Quarter Section; thence run North 00 degrees 35 minutes 46 seconds West along the West line of the Southeast Quarter of the Southeast Quarter and the Northeast Quarter of the Southeast Quarter for 2539.26 feet; thence run South 73 degrees 21 minutes 44 seconds East for 182.61 feet to a non-tangent curve to the left, having a radius of 805.00 feet, a chord bearing of South 15 degrees 26 minutes 20 seconds West, and a chord length of 33.69 feet; thence run along said arc for 33.69 feet; thence run South 75 degrees 45 minutes 37 seconds East for 160.91 feet; thence run South 58 degrees 26 minutes 41 seconds East for 100.50 feet; thence run South 25 degrees 50 minutes 41 seconds West for 55.02 feet; thence run South 12 degrees 20 minutes 36 seconds West for 160.05 feet; thence run South 10 degrees 56 minutes 23 seconds East for 514.54 feet; thence run South 10 degrees 56 minutes 23 seconds East for 115.46 feet; thence run South 39 degrees 59 minutes 39 seconds East for 102.96 feet; thence run South 42 degrees 11 minutes 07 seconds East for 121.17 feet; thence run South 15 degrees 25 minutes 21 seconds West for 161.59 feet; thence run South 16 degrees 38 minutes 45 seconds West for 290.36 feet; thence run South 01 degrees 47 minutes 02 seconds West for 128.47 feet; thence run South 34 degrees 44 minutes 53 seconds West for 103.70 feet; thence run South 08 degrees 07 minutes 43 seconds West for 194.08 feet; thence run South 07 degrees 02 minutes 41 seconds East for 386.79 feet; thence run South 00 degrees 34 minutes 14 seconds East for 141.27 feet to the point of beginning.

Parcel VIII (The Village at Highland Lakes Phase 4 - 8th Sector)

Commence at the Southeast corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 4, Township 19 South, Range 1 West, Shelby County, Alabama and run South 89 degrees 25 minutes 46 seconds West along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for 1331.46 feet to the Southwest corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section; thence run North 00 degrees 35 minutes 46 seconds West along the West line of the SE $\frac{1}{4}$ - SE $\frac{1}{4}$ and the NE $\frac{1}{4}$ - SE $\frac{1}{4}$ for 3052.13 feet to the point of beginning; thence continue running North 00 degrees 35 minutes 46 seconds West along the NE $\frac{1}{4}$ - SE $\frac{1}{4}$ for 338.84 feet; thence run North 89 degrees 24 minutes 14 seconds East for 67.78 feet; thence run South 74 degrees 18 minutes 41 seconds East for 169.56 feet; thence run South 42 degrees 15 minutes 12 seconds East for 325.84 feet; thence run North 46 degrees 47 minutes 44 seconds East for 23.28 feet; thence run North 40 degrees 26 minutes 30 seconds East for 84.80 feet; thence run North 58 degrees 21 minutes 44 seconds East for 110.09 feet; thence run North 40 degrees 05 minutes 16 seconds East for 136.54 feet; thence run North 28 degrees 20 minutes 32 seconds East for 156.92 feet; thence run North 70 degrees 36 minutes 46 seconds East for 160.07 feet to a non-tangent curve to the left, having a radius of 96.53 feet, a chord bearing of South 19 degrees 30 minutes 23 seconds East, and a chord length of 23.53 feet; thence run along said arc for 23.59 feet; thence run South 26 degrees 30 minutes 26 seconds East for 71.12 feet to a curve to the right, having a radius of 185.00 feet, a chord bearing of South 06 degrees 52 minutes 09 seconds East, and a chord length of 124.35 feet; thence run along said arc for 126.82 feet; thence run South 12 degrees 46 minutes 08 seconds West for 140.34 feet to a curve to the right, having a radius of 385.00 feet, a chord bearing of South 19 degrees 58 minutes 54 seconds West, and a chord length of 96.68 feet; thence run along said arc for 96.93 feet; thence run South 27 degrees 11 minutes 40 seconds West for 92.79 feet to a curve to the left, having a radius of 265.00 feet, a chord bearing of South 11 degrees 56 minutes 53 seconds West, and a chord length of 139.37 feet; thence run along said arc for 141.03 feet; thence run South 03 degrees 17 minutes 54 seconds East for 23.32 feet; thence run South 86 degrees 42 minutes 06 seconds West for 160.90 feet; thence run South 53 degrees 02 minutes 12 seconds

West for 168.63 feet; thence run South 25 degrees 50 minutes 41 seconds West for 67.88 feet; thence run North 64 degrees 09 minutes 19 seconds West for 49.14 feet; thence run North 52 degrees 55 minutes 37 seconds West for 171.81 feet to a non-tangent curve to the left, having a radius of 630.00 feet, a chord bearing of South 36 degrees 41 minutes 41 seconds West, and a chord length of 8.32 feet; thence run along said arc for 8.32 feet; thence run North 53 degrees 41 minutes 08 seconds West for 415.70 feet to the point of beginning.

Parcel IX (The Village at Highland Lakes TND Mixed Residential)

Commence at the Southwest corner of Section 3, Township 19 South, Range 1 West, Shelby County, Alabama; thence run North 89 degrees 31 minutes 05 seconds East along the South line of said Section 3 for 1050.93 feet to the point of beginning; thence run North 00 degrees 28 minutes 55 seconds West for 139.84 feet; thence run North 32 degrees 48 minutes 32 seconds East for 628.32 feet; thence run North 15 degrees 08 minutes 00 seconds East for 685.75 feet; thence run North 89 degrees 28 minutes 19 seconds East for 820.73 feet to a point on the West right of way line of Shelby County Highway No. 41 and the point of a non-tangent curve to the right, having a radius of 3372.02 feet, a chord bearing of South 21 degrees 48 minutes 23 seconds West, and a chord length of 241.33 feet; thence run along said arc and said road right of way for 241.38 feet; thence run South 23 degrees 51 minutes 25 seconds West along said road right of way for 1210.44 feet to a point on the South line of said Section 3; thence run South 89 degrees 31 minutes 05 seconds West along said South line for 759.80 feet to the point of beginning.

