

Tax Parcel Identification Numbers:  
Clayton County: 13086B B007; 13086B B009; 13116A A003  
Coweta County: 097 5084 027;  
Bibb County: K008-0038;  
Gwinnett County: R6221053;  
Rockdale County: 0930010069;  
Cobb County: 16093200230; 18059700180;  
Shelby County: 224200000020005.

Prepared by and after recording, return to:

Morris Manning & Martin, LLP  
1600 Atlanta Financial Center  
3343 Peachtree Road NE  
Atlanta, Georgia 30326  
Attn: Brian Levy, Esq.

Cross Reference:

Deed Book 9535, Page 323;  
Deed Book 9990, Page 229; 12371, Page 163, Clayton County, Georgia records;  
Deed Book 3392, Page 459; Deed Book 4524, Page 600, Coweta County, Georgia records;  
Deed Book 14648, Page 1579;  
Deed Book 15031, Page 3973; 15533, Page 16, Cobb County, Georgia records;  
Deed Book 5025, Page 212, Rockdale County, Georgia;  
Deed Book 52011, Page 667; Deed Book 55041, Page 31, Gwinnett County, Georgia records;  
Book 10277, Page 379, Clayton County, Georgia records  
Deed Book 9884, Page 123, Bibb County, Georgia records  
Instrument No. 2021123000614980 in the Shelby County, Alabama real estate records

Note to Clerk: THIS AGREEMENT EVIDENCES A CROSS-COLLATERALIZATION OF CERTAIN SECURITY DOCUMENTS AND ACCORDINGLY, PURSUANT TO GA. COMP. R. & REGS. § 560-11-8.14(C) NO INTANGIBLE TAX IS DUE IN CONNECTION WITH RECORDATION OF THE WITHIN MODIFICATION, AS THE SAME IS GIVEN IN CONNECTION WITH THE GIVING OF ADDITIONAL SECURITY FOR THE INDEBTEDNESS DESCRIBED HEREIN.

**CROSS-COLLATERALIZATION AND CROSS-DEFAULT AGREEMENT**

THIS CROSS-COLLATERALIZATION AND CROSS-DEFAULT AGREEMENT (this “**Agreement**”) is made this 30th day of July, 2024, by and among **ACTION GROUP, INC.**, a Georgia corporation (“Action Group”), **RICKY W. STEWART**, an individual and resident of the State of Georgia (“Stewart”), **MELANIE STEWART INVESTMENTS, LLC**, a Georgia limited liability company (“Grantor”), and **UNITED COMMUNITY BANK**, a South Carolina state-chartered bank (“Lender”)

A. On various dates Lender made loans and advances and extended financial accommodations to Action Group and Stewart (collectively, the “Borrowers”).

B. The loans and financial accommodations extended by Lender to Action Group as the borrower (collectively, the “Action Group Loans”) are evidenced by, among other things:

1. That certain Promissory Note from Action Group in favor of Lender dated December 22, 2022, in the face amount of \$2,500,000.00, which renewed prior indebtedness (as modified or amended, the “RLOC Note”), that certain Business Loan Agreement by and between Action Group and Lender dated December 22, 2022 (as modified or amended, the “RLOC Loan Agreement”);
2. That certain Promissory Note from Action Group in favor of Lender dated December 30, 2021, in the face amount of \$668,135.65, which renewed prior indebtedness (as modified or amended, the “\*5028 Note”), that certain Business Loan Agreement by and between Action Group and Lender dated December 30, 2021 (as modified or amended, the “\*5028 Loan Agreement”);
3. That certain Promissory Note from Action Group in favor of Lender dated December 23, 2022, in the face amount of \$242,373.29, which renewed prior indebtedness (as modified or amended, the “\*4657 Note”), that certain Business Loan Agreement by and between Action Group and Lender dated December 23, 2022 (as modified or amended, the “\*4657 Loan Agreement” and, collectively with the RLOC Loan Agreement and the \*5028 Loan Agreement, the “Action Group Loan Agreements”); and
4. That certain Promissory Note from Action Group in favor of Lender dated June 17, 2021, in the original principal amount of \$53,129.58 (as modified or amended, the “\*5910 Note” and, collectively with the RLOC Note, the \*5028 Note, and the \*4657 Note, the “Action Group Notes”).

C. The loans and financial accommodations extended by Lender to Stewart as the borrower (collectively, the “Stewart Loans”) are evidenced by, among other things:

1. That certain Promissory Note from Stewart in favor of Lender dated December 26, 2022, in the face amount of \$432,178.22, which renewed prior indebtedness, as modified and amended by that certain Change in Terms Agreement dated May 8, 2023 (modified or amended, the “\*0655 Note”), that certain Business Loan Agreement by and between Stewart and Lender dated December 26, 2022 (as modified or amended, the “\*0655 Loan Agreement”);
2. That certain loan evidenced by Promissory Note from Stewart in favor of Lender dated November 6, 2020, in the face amount of \$1,585,288.00, which renewed prior indebtedness (as modified or amended, the “\*0809 Note”), that certain Construction Loan Agreement by and between Stewart and Lender dated November 6, 2020 (the “\*0809 Loan Agreement”); and

3. That certain Promissory Note from Stewart in favor of Lender dated December 30, 2021, in the original principal amount of \$900,000.00 (as modified or amended, the “\*0585 Note” and, collectively with the \*0655 Note and the \*0809 Note, the “Stewart Notes”), that certain Business Loan Agreement by and between Stewart and Lender dated December 30, 2021 (as modified or amended, the “\*0585 Loan Agreement” and, collectively with the \*0655 Loan Agreement and the \*0809 Loan Agreement, the “Stewart Loan Agreements”).

D. The Action Group Loans and Stewart Loans are sometimes collectively referred to herein as the “Loans,” the Action Group Notes and Stewart Notes, are sometimes collectively referred to herein as the “Notes,” and the Action Group Loan Agreements and the Stewart Loan Agreements are sometimes collectively referred to herein as the “Loan Agreements.”

E. Various of the Notes are secured by, amongst other things, the following Real Property Collateral (as defined below):

1. That certain real property commonly known as 410 Lees Mill Road, Forest Park, Georgia 30297 as more particularly described in “Exhibit A” attached hereto (“410 Lees Mill”) pursuant to that certain Security Deed dated September 24, 2008, executed by Stewart in favor of Lender, and recorded in Deed Book 9535, Page 323, Clayton County, Georgia records, as modified by that certain Modification of Security Deed dated January 7, 2016, and recorded in Deed Book 10847, Page 24, aforesaid records, and further modified by that certain Security Deed Modification Agreement dated March 28, 2017, and recorded in Deed Book 11074, Page 30, aforesaid records, and as further modified by that certain Security Deed Modification Agreement dated March 28, 2017, and recorded in Deed Book 11132, Page 402, aforesaid records (as modified or amended, the “410 Lees Mill Security Deed”);
2. That certain real property commonly known as 29 Herring Road, Newnan, Georgia 30263 as more particularly described in “Exhibit B” attached hereto (“29 Herring Road”), pursuant to (i) that certain Security Deed dated September 24, 2008, executed by Stewart in favor of Lender, and recorded in Deed Book 3392, Page 459, Coweta County, Georgia records, as modified by that certain Modification of Security Deed dated November 26, 2013, and recorded in Deed Book 4044, Page 661, aforesaid records, and further modified by that certain Modification of Security Deed dated January 7, 2016, and recorded in Deed Book 4340, Page 793 aforesaid records, and (ii) that certain Deed to Secure Debt dated May 28, 2017, executed by Grantor and Stewart in favor of Lender, and recorded in Deed Book 4524, Page 600, aforesaid records (collectively, as modified or amended, the “29 Herring Road Security Deeds”);
3. That certain real property commonly known as 559 Lee Industrial Blvd., Austell, Georgia 30168 as more particularly described in “Exhibit C” attached hereto (“559 Lee Industrial”), pursuant to (i) that certain Security Deed dated October 29, 2008, executed by Stewart in favor of Lender, and recorded in Deed Book 14648, Page 1579, Cobb County, Georgia records, as modified by that certain Modification of



Security Deed dated November 26, 2013, and recorded in Deed Book 15129, Page 4716, aforesaid records, and further modified by that certain Modification of Security Deed dated January 7, 2016, and recorded in Deed Book 15315, Page 1942, aforesaid records, and as further modified by that certain Security Deed Modification Agreement dated March 28, 2017, and recorded in Deed Book 15436, Page 946, aforesaid records, and (ii) that certain Security Deed dated March 13, 2018, executed by Stewart in favor of Lender, and recorded in Deed Book 15533, Page 16, aforesaid records, as modified by that certain Modification of Security deed dated December 30 2021, and recorded in Deed Book 16019, Page 2455, aforesaid records, and as further modified by that certain Modification of Security Deed dated December 30, 2021, and recorded in Deed Book 16037, Page 6037, aforesaid records (collectively, as modified or amended, the “559 Lee Industrial Security Deeds”);

4. That certain real property commonly known as 6195 Lees Mill Road, Forest Park, Georgia 30297 as more particularly described in “Exhibit D” attached hereto (“6195 Lees Mill”), pursuant to (i) that certain Security Deed dated June 10, 2011, and recorded in Deed Book 9990, Page 229, Clayton County, Georgia Records, as modified by that certain Modification of Security Deed dated November 26, 2013, and recorded in Deed Book 10462, Page 28, aforesaid records, as further modified by that certain Modification of Security Deed dated January 7, 2016, and recorded in Deed Book 10847, Page 695, aforesaid records, and as further modified by that certain Security deed Modification Agreement dated March 28, 2017, and recorded in Deed Book 11074, Page 36, aforesaid records, and (ii) that certain Security Deed dated November 6, 2020, executed by Stewart in favor of Lender, and recorded in Deed Book 12371, Page 163, Clayton County, Georgia records (collectively, as modified or amended, the “6195 Lees Mill Security Deeds”);
5. That certain real property commonly known as 2244 Dogwood Industrial Circle, Conyers, Georgia 30013 as more particularly described in “Exhibit E” attached hereto (“2244 Dogwood”), pursuant to that certain Security Deed dated June 10, 2011, executed by Stewart in favor of Lender, and recorded in Deed Book 5025, Page 212, Rockdale County, Georgia records, as modified by that certain Modification of Security Deed dated November 26, 2013, and recorded in Deed Book 5483, Page 251, aforesaid records, as further modified by that certain Modification of Security Deed dated January 7, 2016, and recorded in Deed Book 5825, Page 223, aforesaid records, as further modified by that certain Security Deed Modification Agreement dated March 28, 2017, and recorded in Deed Book 6050, Page 178, aforesaid records, and as further modified by that certain Security Deed Modification Agreement dated April 14, 2017, and recorded in 6108, Page 2 (as modified or amended, the “2244 Dogwood Security Deed”);
6. That certain real property commonly known as 1299 Bells Ferry Road, Marietta, Georgia 30062 as more particularly described in “Exhibit F” attached hereto (“1299 Bells Ferry”), pursuant to that certain Deed to Secure Debt, Assignment of Rents, and Security Agreement dated January 31, 2013, executed by Grantor in favor of

Lender, and recorded in Deed Book 15031, Page 3973, Cobb County, Georgia records, as modified by that certain Modification of Security Deed dated November 26, 2013, and recorded in Deed Book 15129, Page 4722, aforesaid records, and as further modified by that certain Modification of Security Deed dated January 7, 2016, and recorded in Deed Book 15315, Page 1945, aforesaid records (as modified or amended, the “1299 Bells Ferry Security Deed”);

7. That certain real property commonly known as 2405 Weaver Way, Atlanta, Georgia 30340 as more particularly describe in “Exhibit G” attached hereto (“2405 Weaver Way”), pursuant to (i) that certain Deed to Secure Debt, Assignment of Rents, and Security Agreement dated January 31, 2013, executed by Grantor in favor of Lender, and recorded in Deed Book 52011, Page 667, Gwinnett County, Georgia records, as modified by that certain Modification of Security Deed dated November 26, 2013, and recorded in Deed Book 52705, Page 428, aforesaid records, and as further modified by that certain Modification of Security Deed dated January 7, 2016, and recorded in Deed Book 54111, Page 82, aforesaid records, and (ii) that certain Deed to Secure Debt dated March 28, 2017, executed by Stewart and Grantor, and recorded in Deed Book 55041, Page 31 (collectively, as modified or amended, the “2405 Weaver Way Security Deeds”);
8. That certain real property commonly known as 406 Lees Mill Road, Forest Park, Georgia 30297 as more particularly described in “Exhibit H” attached hereto (“406 Lees Mill”), pursuant to that certain Deed to Secure Debt, Assignment of Rents, and Security Agreement dated January 31, 2013, executed by Grantor in favor of Lender, and recorded in Deed Book 10277, Page 379, Clayton County, Georgia records, as modified by that certain Modification of Security Deed dated November 26, 2013, and recorded in Deed Book 10462, Page 25, aforesaid records, as further modified by that certain Modification of Security Deed dated January 7, 2016, and recorded in Deed Book 10847, Page 27, aforesaid records, as further modified by that certain Security Deed Modification Agreement dated March 28, 2017, and recorded in Deed Book 11074, Page 33, aforesaid records, and as further modified by that certain Security Deed Modification Agreement dated March 28, 2017, and recorded in 11132, Page 404 (as modified or amended, the “406 Lee Mill Security Deed”);
9. That certain real property commonly known as 4263 Interstate Drive, Macon, Georgia 31210 as more particularly described in “Exhibit I” attached hereto (“4263 Interstate Drive”), pursuant to that certain Security Deed dated March 27, 2017, executed by Stewart in favor of Lender, and recorded in Deed Book 9884, Page 123, Bibb County, Georgia records, as modified by that certain Security Deed Modification Agreement dated March 28, 2017, and recorded in Deed Book 9952, Page 153, aforesaid records (as modified or amended, the “4263 Interstate Drive Security Deed”); and
10. That certain real property commonly known as 2150 and 2160 US Hwy 31, Calera, Alabama 36040 as more particularly described in “Exhibit J” attached hereto



("2150 and 2160 US Hwy 31"), pursuant to that certain Mortgage and Security Agreement dated December 28, 2021, executed by Stewart and recorded as Instrument No. 2021123000614980 in the Shelby County, Alabama real estate records (as modified or amended, the "2150 and 2160 US Hwy Mortgage, together with the 410 Lees Mill Security Deed, the 29 Herring Road Security Deeds, the 559 Lee Industrial Security Deeds, the 6195 Lees Mill Security Deeds, the 2244 Dogwood Security Deed, the 1299 Bells Ferry Security Deed, the 2405 Weaver Way Security Deeds, the 406 Lee Mill Security Deed, and the 4263 Interstate Drive Security Deed are sometimes collectively referred to herein as the "Security Deeds").

F. Various of the Notes are further secured by, amongst other things, the following Personal Property Collateral (as defined below):

1. All inventory and accounts of Action Group, as more particularly described in that certain Commercial Security Agreement dated December 22, 2009, from Action Group, to Lender (the "December 2009 \*0430 Security Agreement"), all inventory and accounts of Action Group, as more particularly described in that certain Commercial Security Agreement dated February, 23, 2010, from Action Group to Lender (the "February 2010 \*0430 Security Agreement), all inventory and accounts of Action Group, as more particularly described in that certain Commercial Security Agreement dated April 26, 2010, from Action Group, to Lender (the "April 2010 \*0430 Security Agreement"), all inventory and accounts of Action Group, as more particularly described in that certain Commercial Security Agreement dated October, 27, 2010, from Action Group, to Lender (the "October 2010 \*0430 Security Agreement), all inventory and accounts of Action Group, as more particularly described in that certain Commercial Security Agreement dated February 28, 2011, from Action Group, to Lender (the "February 2011 \*0430 Security Agreement"), all inventory and accounts of Action Group, as more particularly described in that certain Commercial Security Agreement dated December 23, 2011, from Action Group, to Lender (the "December 2011 \*0430 Security Agreement"), all inventory and accounts of Action Group, as more particularly described in that certain Commercial Security Agreement dated March 23, 2012, from Action Group, to Lender (the "March 2012 \*0430 Security Agreement), all fixtures as related to 6195 Lees Mill, all fixtures as related to 410 Lees Mill, all fixtures related to 29 Herring Road, all fixtures as related to 2244 Dogwood, and certain assets of Stewart including but not limited to receivables, interest in goods and inventory and other assets, as more particularly described in that certain Commercial Security Agreement dated November 26, 2013, from Action Group, to Lender (the "November 2013 \*0430 Security Agreement"), all fixtures as related to 6195 Lees Mill, all fixtures as related to 2244 Dogwood, and certain additional assets including but not limited to receivables, interest in goods and inventory and other assets of Stewart, as more particularly described in that certain Commercial Security Agreement dated February 10, 2015, from Action Group, to Lender (the "February 2015 \*0430 Security Agreement"), all fixtures as related to 406 Lees Mill, all fixtures, equipment, machinery, furniture and personal property, as more particularly described in that certain Commercial Security

Agreement dated January 7, 2016, from Action Group, to Lender (the "January 2016 \*0430 Security Agreement"), all inventory and accounts of Action Group, as more particularly described in that certain Commercial Security Agreement dated April 10, 2017, from Action Group, to Lender (the "April 2017 \*0430 Security Agreement), all fixtures as related 6195 Lees Mill, all fixtures related to 2244 Dogwood, and certain additional assets including but not limited to receivables, interest in goods and inventory and other assets of Stewart, all fixtures related to 410 Lees Mill, as more particularly described in that certain Commercial Security Agreement dated April 11, 2018, from Action Group, to Lender (the "April 2018 \*0430 Security Agreement"), all inventory and accounts of Action Group, as more particularly described in that certain Commercial Security Agreement dated January 7, 2019, from Action Group, to Lender (the "January 2019 \*0430 Security Agreement), all inventory and accounts of Action Group, as more particularly described in that certain Commercial Security Agreement dated February 28, 2020, from Action Group, to Lender (the "February 2020 \*0430 Security Agreement), all inventory and accounts of Action Group, as more particularly described in that certain Commercial Security Agreement dated October 25, 2021, from Action Group, to Lender (the "October 2021 \*0430 Security Agreement), and all inventory and accounts of Action Group, as more particularly described in that certain Commercial Security Agreement dated December 22, 2022, from Action Group, to Lender (the "December 2022 \*0430 Security Agreement" together with the December 2009 \*0430 Security Agreement, February 2010 \*0430 Security Agreement, April 2010 \*0430 Security Agreement, October 2010 \*0430 Security Agreement, February 2011 \*0430 Security Agreement, December 2011 \*0430 Security Agreement, March 2012 \*0430 Security Agreement, November 2013 \*0430 Security Agreement, February 2015 \*0430 Security Agreement, January 2016 \*0430 Security Agreement, April 2017 \*0430 Security Agreement, April 2018 \*0430 Security Agreement, January 2019 \*0430 Security Agreement, February 2020 \*0430 Security Agreement, October 2021 \*0430 Security Agreement and the December 2022 \*0430 Security Agreement are sometimes collectively referred to herein as the \*0430 Security Agreement), as further evidenced by, amongst other things, that certain UCC Financing Statement No. 122-08-652, filed July 8, 2008, with the Rockdale County Clerk of Superior Court, as continued by that certain UCC Financing Statement No. 122-2013-0525, filed May 13, 2013, as further continued by that certain UCC Financing Statement No. 122-2018-000385 filed March 27, 2018, as further continued by that certain UCC Financing Statement No. 122-2023-000568, filed April 10, 2023; that certain UCC Financing Statement No. 033-2008-11414, filed November 11, 2008, with the Cobb County Clerk of Superior Court, as continued by that certain UCC Financing Statement filed September 24, 2013, recorded at Book 31, Page 1968, as further continued by that certain Financing Statement No. 0332018-04969, filed August 6, 2018, as further continued by that certain Financing Statement No. 0332023-02973, filed August 17, 2023; that certain UCC Financing Statement No. 122-2011-641, filed August 5, 2011, with the Rockdale County Clerk of Superior Court, as continued by that certain UCC Financing Statement No. 122-2016-000510, filed May 3, 2016, as further continued by that certain UCC Financing Statement No.



122-2021-00232, filed February 11, 2021; that certain UCC Financing Statement No. 31-2012-0323, filed February 27, 2012, with the Clayton County Clerk of Superior Court, as continued by that certain UCC Financing Statement No. 031-2016-001519, filed November 1, 2016, as further continued by that certain UCC Financing Statement No. 031-2021-001410, filed November 4, 2021; that certain UCC Financing Statement No. 31-2012-0323, filed February 27, 2012, with the Clayton County Clerk of Superior Court, as continued by that certain UCC Financing Statement No. 031-2016-001519, filed November 1, 2016, as further continued by that certain UCC Financing Statement No. 031-2021-001410, filed November 4, 2021; that certain UCC Financing Statement No. 031-2014-000557 filed May 9, 2014, with the Clayton County Clerk of Superior Court, as continued by that certain UCC Financing Statement No. 031-2019-000467 filed April 29, 2019, as further continued by that certain UCC Financing Statement No. 031-2024-000141 filed February 9, 2024; and that certain UCC Financing Statement No. 038-2017-007921, filed May 18, 2017, with the Superior Court Clerk of Coweta County, as continued by that certain UCC Financing Statement No. 038-2022-006196 (collectively, the “\*0430 UCCs”);

2. All fixtures as related to 2244 Dogwood, 6195 Lees Mill, 29 Herring Road, 410 Lees Mill Road, and certain assets of Stewart including but not limited to receivables, interest in goods and inventory and other assets as more particularly described in that certain Commercial Security Agreement dated March 20, 2017, from Action Group, to Lender (the March 2017 \*4657 Security Agreement) and all fixtures related to 2244 Dogwood as more particularly described in that certain Commercial Security Agreement dated December 23, 2022, from Action Group, to Lender (the “December 2022 \*4657 Security Agreement” together with the March 2017 \*4657 Security Agreement are sometimes collectively referred to herein as the \*4657 Security Agreement), as further evidenced by, amongst other things, that certain UCC Financing Statement No. 033-2008-11414, filed November 11, 2008, with the Cobb County Clerk of Superior Court, as continued by that certain UCC Financing Statement filed September 24, 2013, recorded at Book 31, Page 1968, as further continued by that certain Financing Statement No. 0332018-04969, filed August 6, 2018, as further continued by that certain Financing Statement No. 0332023-02973, filed August 17, 2023; that certain UCC Financing Statement No. 122-2011-641, filed August 5, 2011, with the Rockdale County Clerk of Superior Court, as continued by that certain UCC Financing Statement No. 122-2016-000510, filed May 3, 2016, as further continued by that certain UCC Financing Statement No. 122-2021-00232, filed February 11, 2021; that certain UCC Financing Statement No. 31-2012-0323, filed February 27, 2012, with the Clayton County Clerk of Superior Court, as continued by that certain UCC Financing Statement No. 031-2016-001519, filed November 1, 2016, as further continued by that certain UCC Financing Statement No. 031-2021-001410, filed November 4, 2021; that certain UCC Financing Statement No. 038-2014-004269, filed May 9, 2014 with the Superior Court Clerk of Coweta County, as continued by that certain UCC Financing Statement No. 038-2019-007679, filed April 30, 2019; and that certain UCC Financing Statement No. 038-2023-000965, filed January 1, 2023,



with the Coweta County Clerk of Superior Court (collectively, the “\*4657 UCCs”);

3. Interest in all fixtures related to 4263 Interstate Drive, as more particularly described in that certain Commercial Security Agreement dated March 27, 2017, from Stewart, to Lender (the “March 2017 \*0655 Security Agreement”), all inventory and fixtures as related to 6195 Lees Mill, as more particularly described in that certain Commercial Security Agreement dated November 6, 2020, from Stewart, to Lender (the “November 2020 \*0655 Security Agreement”), all inventory and fixtures as related to 6195 Lees Mill, as more particularly described in that certain Commercial Security Agreement dated December 26, 2022, from Stewart, to Lender (the “December 2022 \*0655 Security Agreement”), and all fixtures as related to 4263 Interstate Drive, as more particularly described in that certain Commercial Security Agreement dated May 8, 2023, from Stewart, to Lender (the “May 2023 \*0655 Security Agreement” together with the March 2017 \*0655 Security Agreement, the November 2020 \*0655 Security Agreement, and the December 2022 \*0655 Security Agreement are sometimes collectively referred to herein as the “\*0655 Security Agreement”), as further evidenced by, amongst other things, that certain UCC Financing Statement No. 038-2017-007920, filed May 18, 2017, with the Coweta County Clerk of Superior Court, as continued by that certain UCC Financing Statement No. 038-2022-006197, filed February 21, 2022; and that certain UCC Financing Statement No. 038-2020-094642, filed December 4, 2020, with Coweta County Clerk of Superior Court (collectively, the “\*0655 UCCs”);
4. All inventory and fixtures as related to 6195 Lees Mill Road, as more particularly described in that certain Commercial Security Agreement dated November 6, 2020, from Stewart, to Lender (the “\*0809 Security Agreement”);
5. Certain assets of Stewart including but not limited to receivables, interest in goods and inventory and other assets, as more particularly described in that certain Commercial Security Agreement dated March 13, 2018, from Action Group, to Lender (the “March 2018 \*5028 Security Agreement”) and certain assets of Stewart, including but not limited to receivables, interest in goods and inventory and other assets, as more particularly described in that certain Commercial Security Agreement dated December 30, 2021, from Action Group, to Lender (the “December 2021 \*5028 Security Agreement” together with the March 2018 \*5028 Security Agreement are sometimes collectively referred to herein as the \*5028 Security Agreement”), as further evidenced by, amongst other things, that certain UCC Financing Statement No. 122-08-652, filed July 8, 2008, with the Rockdale County Clerk of Superior Court, as continued by that certain UCC Financing Statement No. 122-2013-0525, filed May 13, 2013, as further continued by that certain UCC Financing Statement No. 122-2018-000385 filed March 27, 2018, as further continued by that certain UCC Financing Statement No. 122-2023-000568, filed April 10, 2023; and that certain UCC Financing Statement No. 033-2008-11414, filed November 11, 2008, with the Cobb County Clerk of Superior Court, as continued by that certain UCC Financing Statement filed September 24, 2013,

recorded at Book 31, Page 1968, as further continued by that certain Financing Statement No. 0332018-04969, filed August 6, 2018, as further continued by that certain Financing Statement No. 0332023-02973, filed August 17, 2023 (collectively, the “\*5028 UCCs”);

6. Purchase money security interest in all fixtures as related to 2150 and 2160 US Hwy 31, as more particularly described in that certain Commercial Security Agreement dated December 30, 2021, from Stewart, to Lender (the “Initial \*0585 Security Agreement”) and certain additional assets including but not limited to receivables, interest in goods and inventory and other assets of Stewart as more particularly described in that certain Commercial Security Agreement dated December 30, 2021, from Stewart to Lender (the “Additional \*0585 Security Agreement”) together with the Initial \*0585 Security Agreement are sometimes collectively referred to herein as the “\*0585 Security Agreement” and, the \*0585 Security Agreement, together with the \*0430 Security Agreement, the \*4657 Security Agreement, the \*0655 Security Agreement, the \*0809 Security Agreement, and the \*5028 Security Agreement are sometimes collectively referred to herein as the “Security Agreements”), as further evidenced by that certain UCC Financing Statement No. 033-2008-11414, filed November 11, 2008, with the Cobb County Clerk of Superior Court, as continued by that certain UCC Financing Statement filed September 24, 2013, recorded at Book 31, Page 1968, as further continued by that certain Financing Statement No. 0332018-04969, filed August 6, 2018, as further continued by that certain Financing Statement No. 0332023-02973, filed August 17, 2023 (the “\*0585 UCC”);
7. That certain 2020 Chevrolet LCF 4500 Truck (VIN: JALCDW165L7K01118), as more particularly described in that certain Commercial Security Agreement dated June 17, 2021, from Action Group to Lender (the “\*5910 Security Agreement”), as further evidenced by, amongst other things, Georgia Title Certificate No. 770090219368131 (the “Title Certificate”);
8. Blanket lien on retread equipment located at 6195 Lees Mill as more particularly described in that certain UCC Financing Statement No. 31-2011-1170, with Action Group as Debtor and Lender as Secured Party, filed July 7, 2011, with the Superior Court Clerk of Clayton County, Georgia, as continued by that certain UCC Financing Statement No. 031-2016-000493, as further continued by that certain UCC Financing Statement No. 031-2021-000151 (the “Re-Tread UCC”);
9. All fixtures related to 29 Herring Road as more particularly described in that certain UCC Financing Statement No. 038-2014-003386, with Stewart as Debtor and Lender as Secured Party, filed April 15, 2014, with the Superior Court Clerk of Coweta County, Georgia, as continued by that certain UCC Financing Statement No. 038-2019-000845 (the “29 Herring UCC”);
10. All fixtures related to 410 Lees Mill as more particularly described in that certain UCC Financing Statement No. 31-2017-0493, with Stewart as Debtor and Lender



as Secured Party, filed on April 24, 2017, with the Superior Court Clerk of Clayton County, Georgia (the "410 Lees Mill UCC").

11. Inventory and fixtures related to 6195 Lees Mill as more particularly described in that certain UCC Financing Statement No. 038-2021-006327, filed on March 12, 2021, with the Superior Court Clerk of Coweta County, Georgia (the "6195 Lees Mill UCC").
12. All fixtures as related to 1299 Bells Ferry as more particularly described in that certain UCC Financing Statement No. 0332017-02341, with Grantor as Debtor and Lender as Secured Party, filed April 19, 2017, with the Clerk of Superior Court of Cobb County, Georgia, as continued by that certain UCC Financing Statement No. 0332022-00466 filed February 3, 2022; and that certain UCC Financing Statement No. 038-2017-007922, with Grantor as Debtor and Lender as Secured Party, filed May 18, 2017, with the Coweta County Clerk of Superior Court, Georgia, as continued by that certain UCC Financing Statement No. 038-2022-006195 filed February 21, 2022 (collectively, the "Grantor UCCs" together with the \*0430 UCCs, the \*4657 UCCs, the \*0655 UCCs, the \*5028 UCCs the \*0585 UCCs, the Re-Tread UCC, the 29 Herring UCC, the 410 Lees Mill UCC, and the 6195 Lees Mill UCC are sometimes collectively referred to herein as the "UCCs" ).

G. Stewart has guaranteed the full and complete payment and performance of the Action Group Notes pursuant to various guarantees executed by Stewart, including without limitation, that Commercial Guaranty dated December 23, 2022 (the "Stewart Guarantees").

H. Action Group has guaranteed the full and complete payment and performance of the Stewart Notes pursuant to various guarantees executed by Action Group, including without limitation, that Commercial Guaranty dated December 26, 2022 (the "Action Group Guarantees" and, collectively with the Stewart Guarantees, the "Guarantees").

I. In addition to the Notes, the Security Deeds, the Security Agreements, the UCCs, and the Guarantees, Borrowers, Grantor, and Lender have entered into certain other loan agreements, security agreements, financing statements, guaranty agreements, certificates, instruments and other documents (including all renewals, extensions, modifications, restatements, amendments, substitutions, consolidations, and refinancings thereof and therefore collectively the "Loan Documents").

H. As a condition to Lender's agreement to modify, renew or grant forbearances to Borrowers and Grantor under the Loan Documents, Lender has required that the Notes be cross-defaulted, cross-guaranteed, and cross-collateralized, and Borrowers and Grantor have agreed to execute this Agreement to evidence same. Borrowers and Grantor agree and acknowledge that there is good and sufficient consideration for them to execute this Agreement as an inducement to Lender to forbear from its available rights and remedies under the Loan Documents, and each Borrower and Grantor will receive direct and indirect benefits from both the Lender's modification and forbearances; and, therefore, the Borrowers and Grantor have agreed to execute this Agreement in order to induce Lender to modify, renew or grant forbearances to Borrowers and Grantor under the Loan Documents.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, to induce the Lender to forbear from enforcing its currently available rights and remedies under the Loan Documents, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower Parties agree with Lender, and Lender agrees with the Borrower Parties as follows

1. **Recitals.** The recitals to this Agreement are true and correct.
2. **Cross Default.** The occurrence of a Default or Event of Default, as defined in any of the Loan Documents, which is not cured within applicable grace or curative periods, if any, expressly set forth in the Loan Documents, shall constitute an immediate Default or Event of Default, as appropriate (without need of additional notice or the expiration of any additional cure period) under the Loan Documents for all Notes.
3. **Cross Collateralization.** All Real Property Collateral and all improvements, equipment, and fixtures existing or hereafter arising or hereafter placed on or attached to the Real Property Collateral, all proceeds thereof and all other appurtenant rights and privileges; and all rents and profits from the Real Property Collateral, and all personal property of every kind and nature whatsoever, all as more fully described in the Security Deeds, the Assignments, and the Guarantees for the Notes shall secure and guarantee, in addition to that particular Note and on a pari passu basis with that particular Note, the obligations of each Borrower under all the Loan Documents for all Notes, including, without limitation, the obligations to pay the principal and interest on each of the Notes, as the same may hereafter be renewed, modified, amended or extended, and to pay all other indebtedness and other agreed charges and to perform all the terms and conditions under all Loan Documents with respect to all of the Notes.
4. **Miscellaneous.**
  - (a) This Agreement is being given as additional collateral to secure the obligations of Borrowers under the Loan Documents.
  - (b) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, successors and assigns.
5. **Loan Documents.** Except as hereby expressly modified and amended, the Loan Documents shall remain in full force and effect, and are hereby ratified and affirmed in all respects. Borrowers and Grantor confirm that they have no defenses or setoffs with respect to their obligations under the Notes, Guarantees, and the other Loan Documents.
6. **Controlling Law.** With respect to procedural matters related the perfection and enforcement of Lender's rights against the Real Property, this Agreement shall be governed by the laws of the state where the Real Property is located. In all other respects, this Agreement shall be governed by the laws of the State of Georgia without regard to its conflicts of law provisions.
7. **Waiver of Jury Trial.** UNLESS EXPRESSLY PROHIBITED BY APPLICABLE LAW, BORROWERS, GRANTOR, AND LENDER HEREBY WAIVE ANY



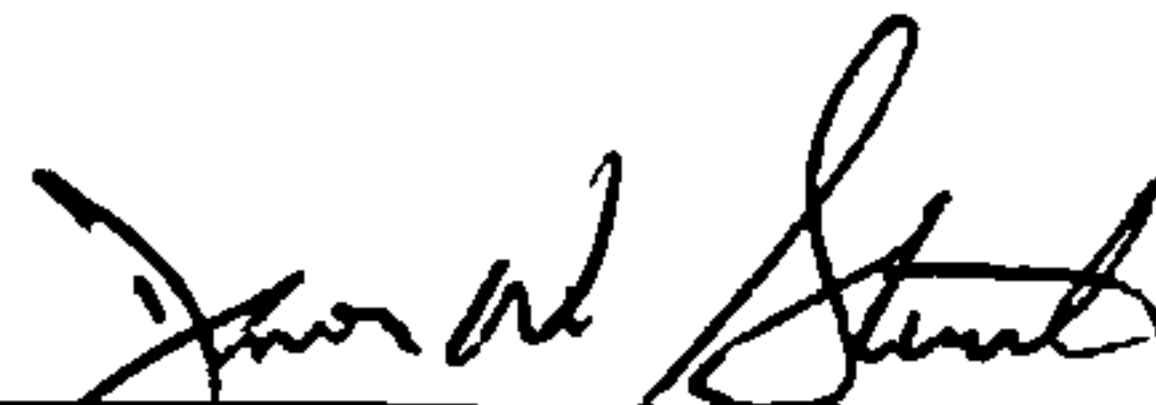
RIGHT THAT THEY MAY HAVE TO A TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE LOANS, OR (B) IN ANY WAY CONNECTED WITH OR PERTAINING OR RELATED TO OR INCIDENTAL TO ANY DEALINGS OF LENDER AND/OR BORROWERS AND/OR GRANTOR WITH RESPECT TO THE LOAN DOCUMENTS OR IN CONNECTION WITH THIS AGREEMENT OR THE EXERCISE OF ANY PARTY'S RIGHTS AND REMEDIES UNDER THIS AGREEMENT OR OTHERWISE, OR THE CONDUCT OR HIE RELATIONSHIP OF THE PARTIES HERETO, IN ALL OF THE FOREGOING CASES WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUND IN CONTRACT, TORT, OR OTHERWISE. EACH PARTY TO THIS AGREEMENT AGREES THAT THE OTHER MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING VOLUNTARY, AND BARGAINED AGREEMENT OF THE PARTIES IRREVOCABLY TO WAIVE THEIR RIGHTS TO TRIAL BY JURY AS AN INDUCEMENT TO THE OTHER PARTY TO ENTER INTO THIS AGREEMENT, AND THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY DISPUTE OR CONTROVERSY WHATSOEVER BETWEEN BORROWERS, GRANTOR, AND LENDER SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

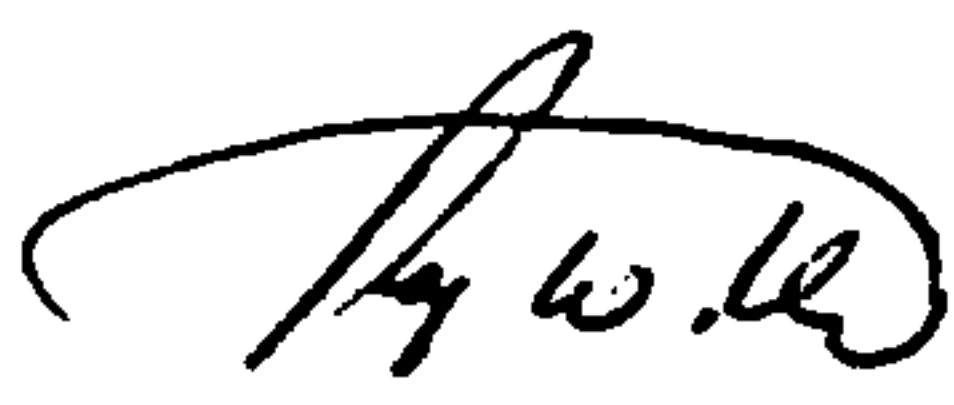
[SIGNATURES BEGIN ON THE FOLLOWING PAGE.]


IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed and delivered in their names and on their behalf, and their seals to be affixed and attested, all as of the day and date first above written.

ACTION GROUP, INC., a Georgia corporation

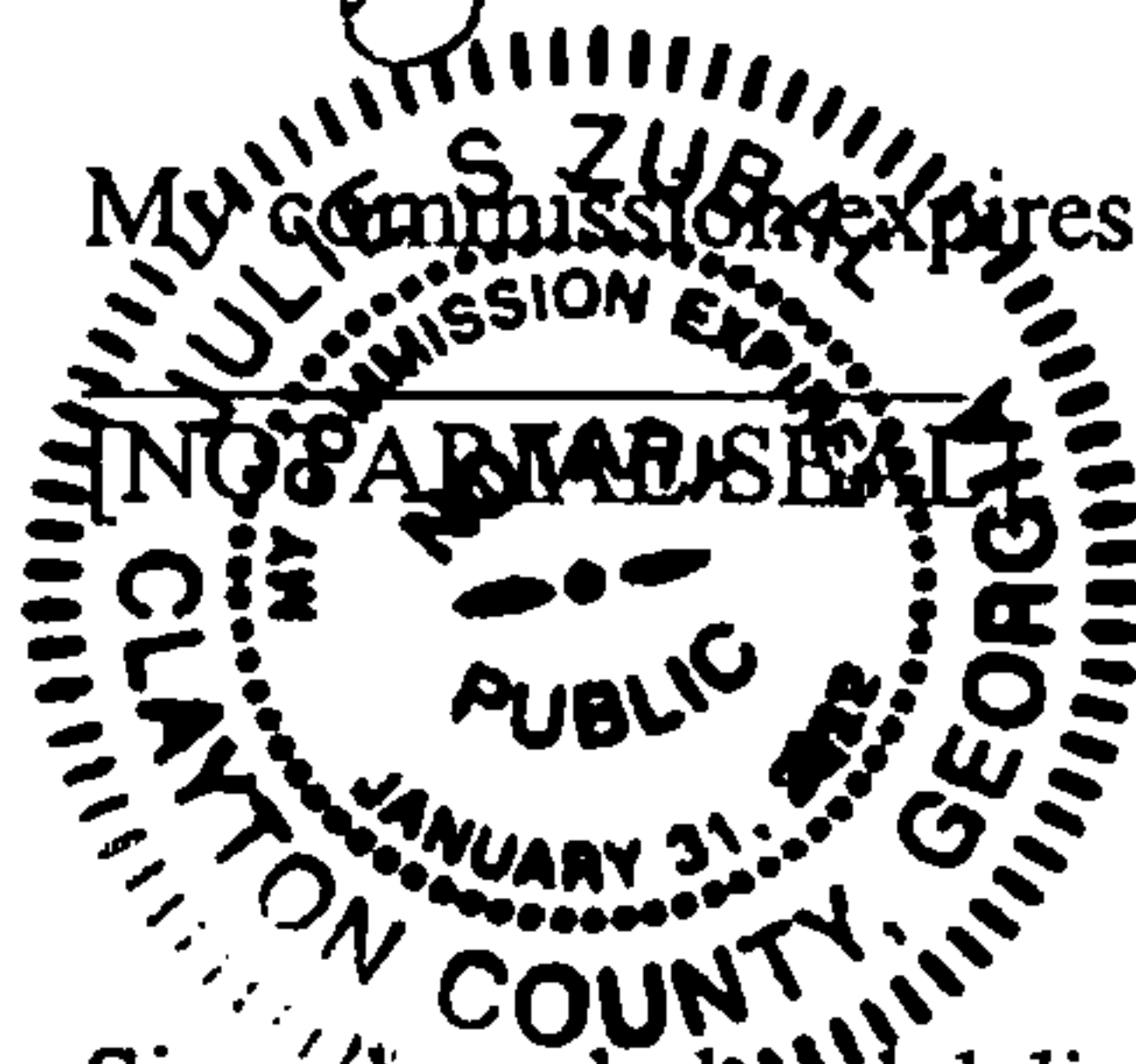
Signed, sealed and delivered in the presence  
of

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
(SEAL)  
By: Ricky W. Stewart  
Its: President


  
\_\_\_\_\_  
Notary Public


My commission expires: 01-31-2026




RICKY W. STEWART

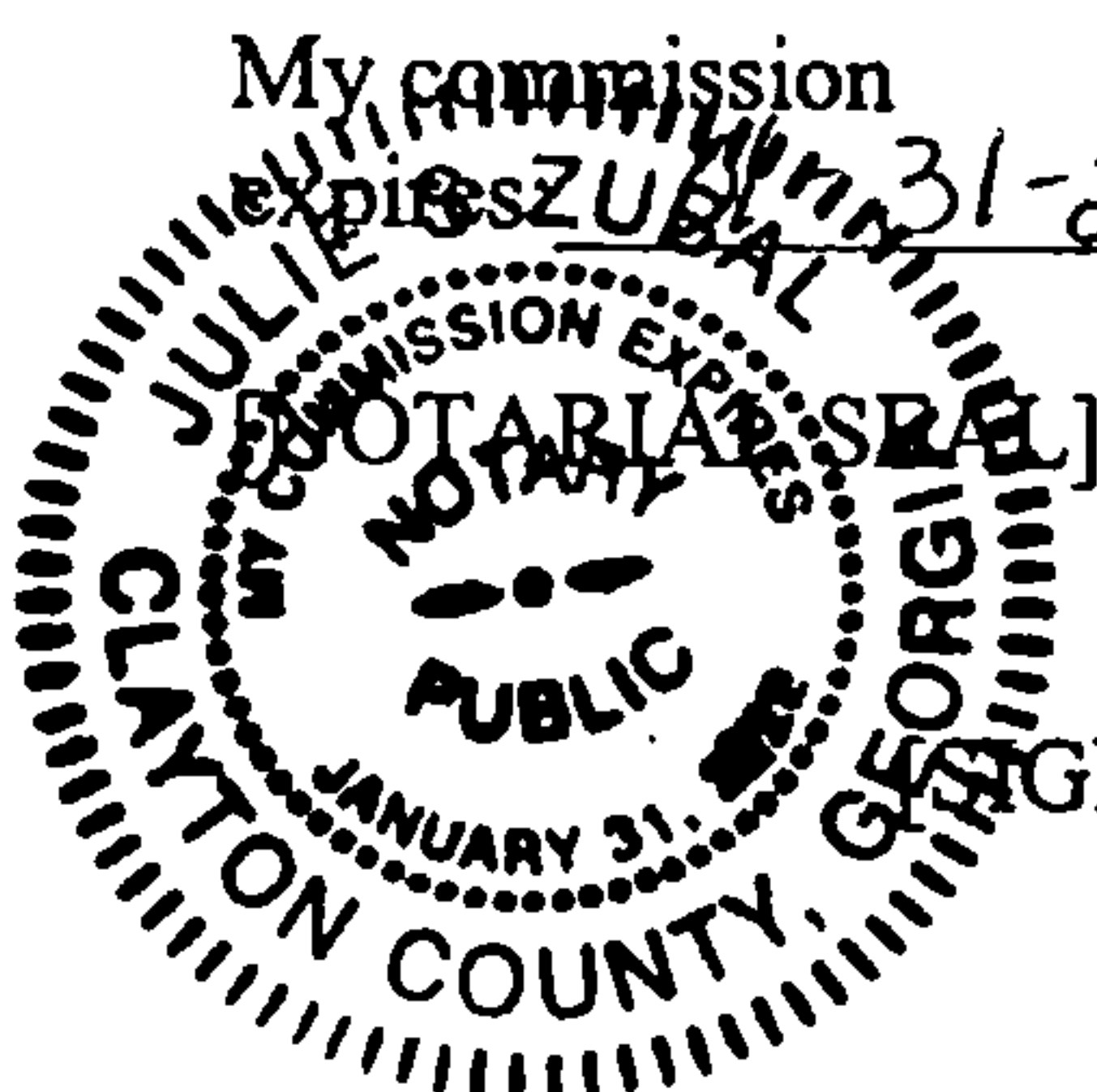
Signed, sealed and delivered in the presence  
of

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
(SEAL)  
Ricky W. Stewart, individually

  
\_\_\_\_\_  
Notary Public

My commission expires: 01-31-2026

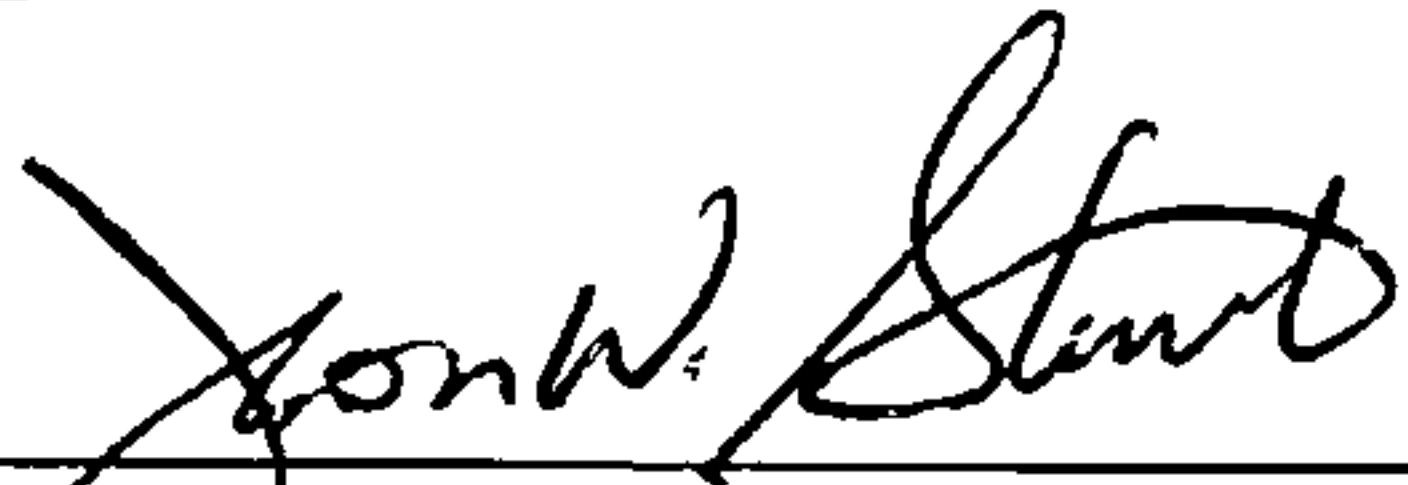



SIGNATURES CONTINUE ON THE FOLLOWING PAGE.]

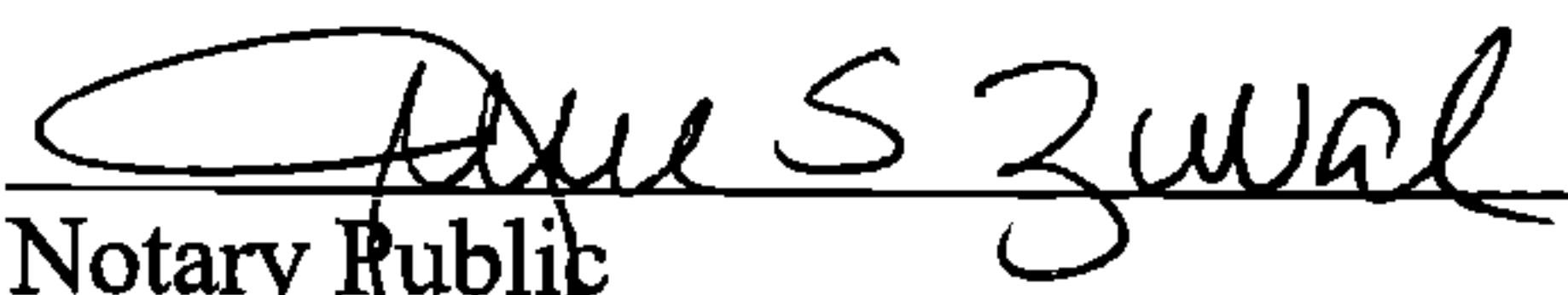


**MELANIE STEWART INVESTMENTS,  
LLC, a Georgia limited liability company**

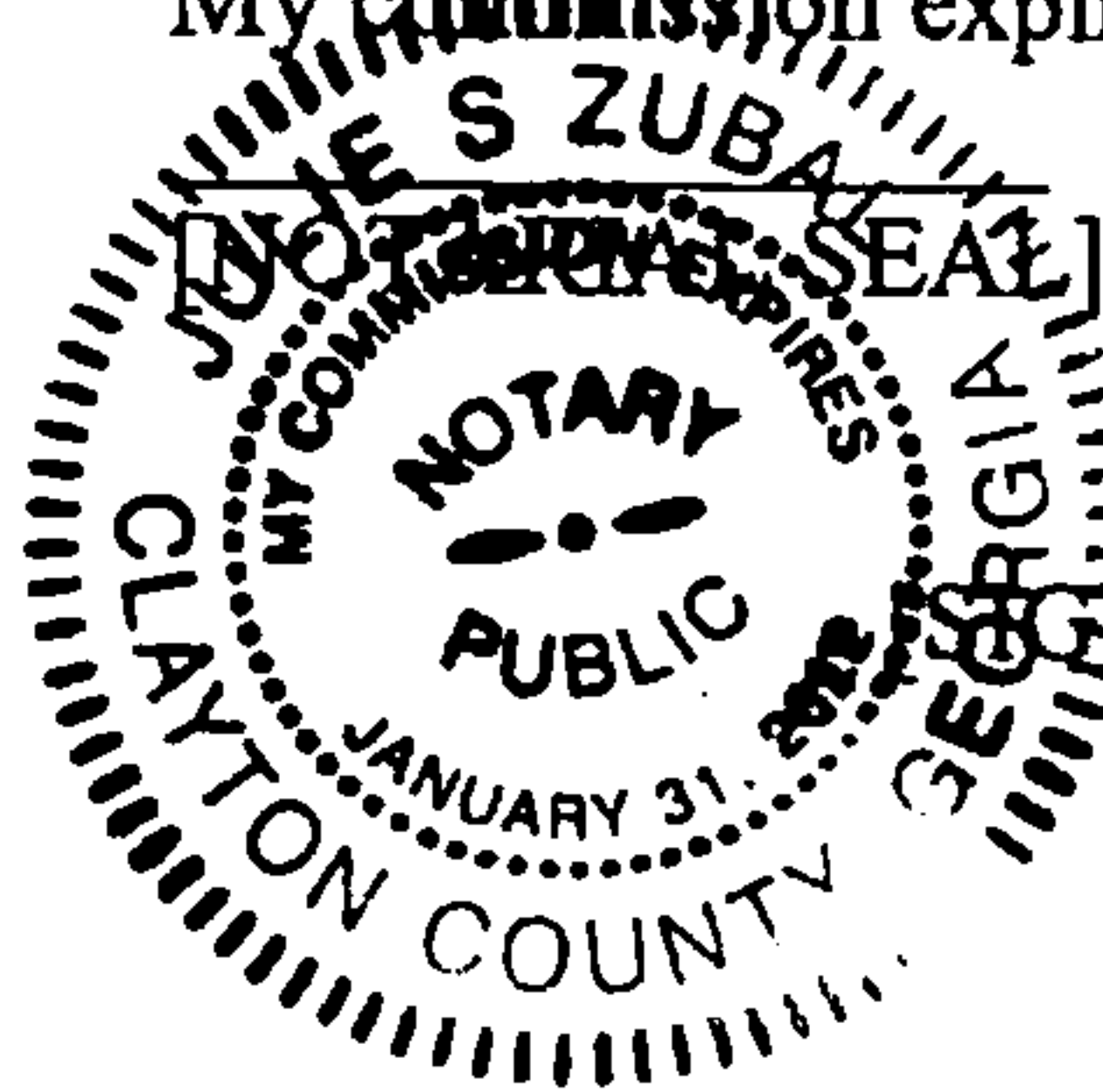
Signed, sealed and delivered in the presence  
of

  
\_\_\_\_\_  
Witness

 (SEAL)  
\_\_\_\_\_  
By: Melanie Stewart  
Its: Manager

  
\_\_\_\_\_  
Notary Public

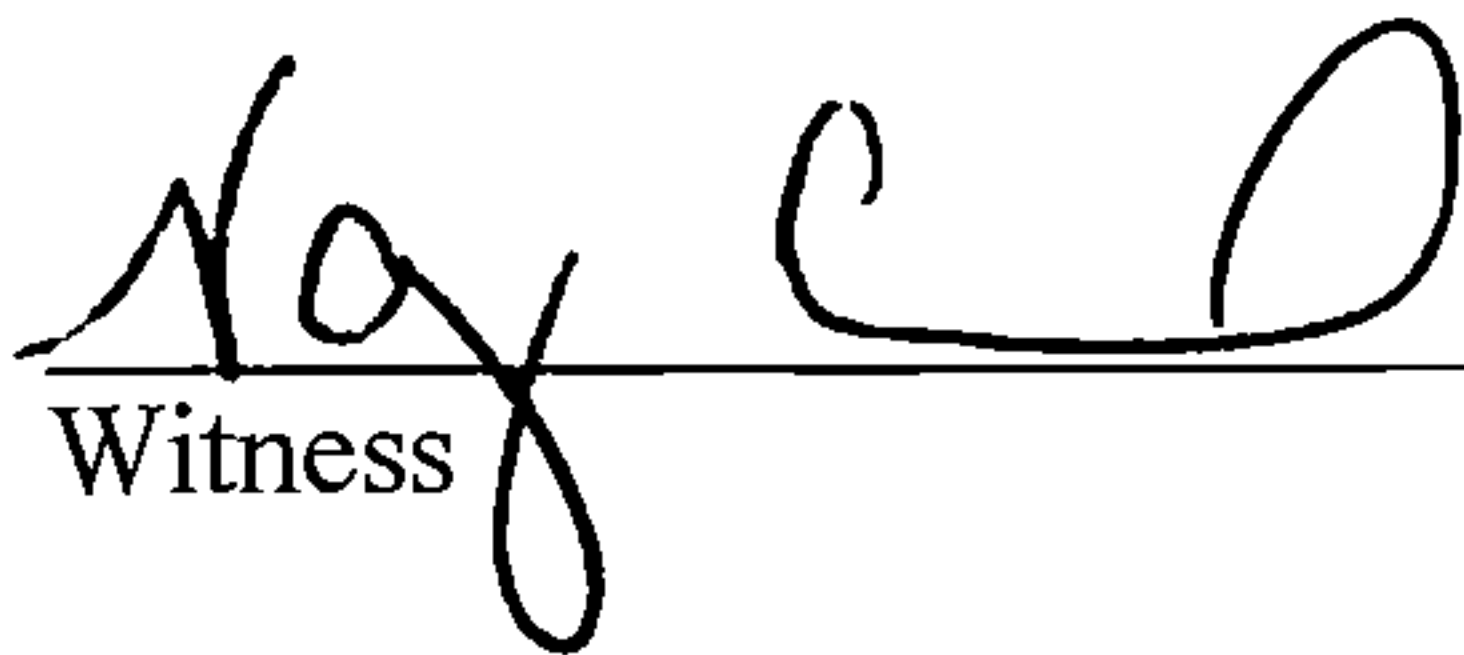
My commission expires: 01-31-2026




SIGNATURES CONTINUE ON THE FOLLOWING PAGE.]

UNITED COMMUNITY BANK

Signed, sealed and delivered in the presence  
of

  
Witness

 (SEAL)  
By: Brett Brown  
Its: Senior Vice President

  
Notary Public

My commission expires:  
9-12-2026  
[NOTARIAL SEAL]

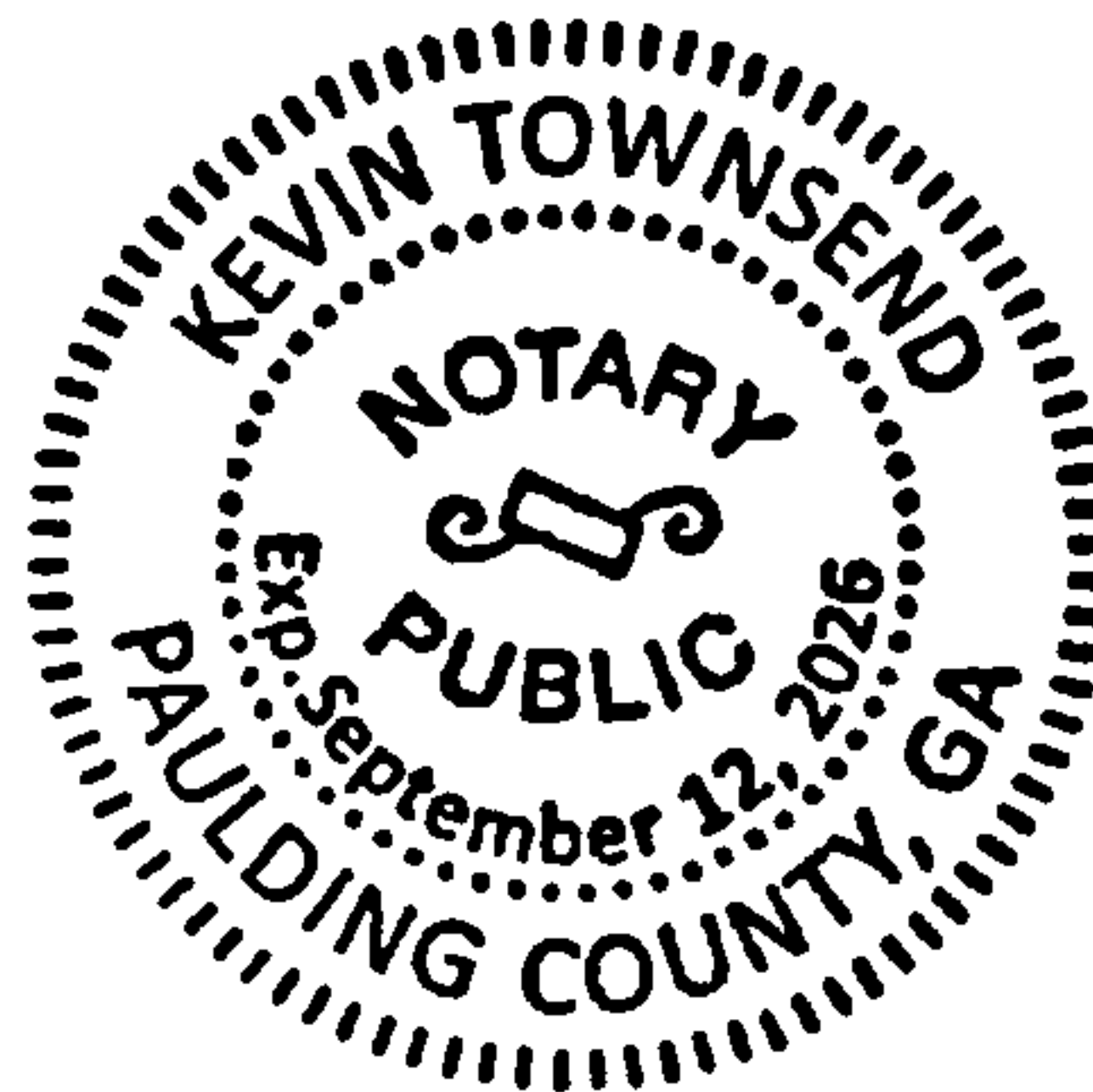




Exhibit A

All that tract or parcel of land lying and being in Land Lot 86 of the 13th District of Clayton County, Georgia, and being more particularly described as follows:

Begin at the intersection of the Easterly right of way of Georgia Highway 85 (170 ft. right of way) and the Southwesterly right of way line of Lee's Mill Road (80 ft. right of way); run thence South 49 degrees 42 minutes 57 Seconds East along the Southwesterly boundary of Lee's Mill Road a distance of 122.23 feet to a point; run thence South 50 Degrees 50 Minutes 00 seconds East a distance of 157.68 feet along the Southwesterly boundary of Lee's Mill Road to a point; run thence South 53 degrees 32 Minutes 42 Seconds East along the Southwesterly boundary of Lee's Mill Road a distance of 19.92 feet to an iron pin set; run thence South 08 Degrees 16 Minutes 31 Seconds West a distance of 329.29 feet to an iron pin set; run thence North 53 degrees 49 Minutes 22 Seconds West a distance of 91.20 feet; run thence North 30 Degrees 45 Minutes 04 Seconds West a distance of 134.35 feet to a point; run thence North 44 degrees 43 Minutes 58 Seconds West a distance of 77.10 feet to a point; run thence South 85 Degrees 39 Minutes 34 Seconds West a distance of 65.00 feet to an iron pin set on the Easterly right of way line of Georgia Highway 85; run thence North 14 degrees 34 Minutes 30 Seconds East along the Easterly boundary line of Georgia Highway 85 a distance of 307.05 feet to an iron pin set at the point of beginning; all as more fully shown on a plat of survey for Wayne E. Leach, dated February 20, 1987, by W. Glenn Mathis, Registered Land Surveyor.

Exhibit B

All that tract or parcel of land situate, lying and being in Land Lots 84 and 85 of the Fifth Land District of Coweta County, Georgia and being identified in Block I-Parcel 6D, containing 1.00 acres, according to Boundary Survey for Shenandoah Development Group, L.P. of record in Plat Book 61, Page 11, in the Office of the Clerk of the Superior Court of Coweta County, Georgia: reference to which plat is hereby made for a more particular and accurate description of the property conveyed herein.

Exhibit C

All that certain tract or parcel lying and being in Land Lots 504 and 507 of the 18th District, 2nd Section of Cobb County, Georgia, and being more particularly described as follows:

**COMMENCE** at a point at the intersection of the North right-of-way of Lee Industrial Boulevard (80' R/W) and the West right-of-way of Delta Circle (50' R/W); thence along the West right-of-way of Delta Circle North 39 degrees 16 minutes 05 seconds West a distance of 268.17 feet to an iron pin set and the **POINT OF BEGINNING**; thence leaving said right-of-way South 50 degrees 38 minutes 47 seconds West a distance of 273.56 feet to an iron pin set; thence North 39 degrees 16 minutes 05 seconds West a distance of 189.94 feet to an iron pin set; thence South 80 degrees 43 minutes 55 seconds West a distance of 50.00 feet to an iron pin set at a chain link fence; thence along the chain link fence North 39 degrees 16 minutes 05 seconds West a distance of 232.48 feet to a 1/2" rebar found at the right-of-way of Delta Circle; thence along said right-of-way North 60 degrees 59 minutes 55 seconds East a distance of 149.87 feet to a 1/2" rebar found; thence along a curve to the right being subtended by a chord bearing of South 79 degrees 08 minutes 05 seconds East a chord length of 274.71 feet, having an arc length of 298.28 feet and a radius of 214.28 feet to a point; thence South 39 degrees 16 minutes 05 seconds East a distance of 184.41 feet to an iron pin set and the **POINT OF BEGINNING**.

Said tract containing 2.55 acres as described on a plat of survey prepared for Ricky W. Stewart dated October 22, 2003, by D. Ray Algood, Ga. R.L.S. #1788 of Piedmont Land Surveyors, Inc., which said survey is incorporated herein by reference for all purposes.



Exhibit D

All that tract or parcel of land lying and being in Land Lot 116 of the 13th District of Clayton County, Georgia, being more particularly described as follows:

BEGINNING at an iron pin at the Northwest corner of said Land Lot 116 and running North 89 degrees 29 minutes 43 seconds east along the north line of said Land Lot 116 a distance of 726.62 feet to an iron pin; thence running south 21 degrees 27 minutes 38 seconds east a distance of 50.0 feet to an iron pin; thence running north 89 degrees 30 minutes 08 seconds east a distance of 85.0 feet to the southwesterly right-of-way line of Interstate Highway 75 Frontage Road; thence running south 32 degrees 01 minutes 32 seconds east along said right-of-way line a distance of 154.58 feet to the beginning of a curve; thence southeasterly along said right-of-way line and along the arc of a curve to the right, which curve has a radius of 1,824.86 feet, a chord bearing of south 28 degrees 31 minutes 39 seconds east and a chord distance of 225.11 feet; an arc distance of 225.25 feet to a point of tangency; thence continuing along said right-of-way line south 35 degrees 33 minutes 01 seconds east a distance of 95.96 feet; thence continuing along said right-of-way line south 22 degrees 03 minutes 36 seconds east a distance of 376.37 feet to the beginning of a curve; thence continuing along said right-of-way line and along the arc of a curve to the left which curve has a radius of 2,148.483 feet, a chord bearing of south 35 degrees 41 minutes 19 seconds east, and a chord distance of 1012.48 feet, an arc distance of 1022.10 feet to a point; thence continuing along said right-of-way line south 55 degrees 40 minutes 10 seconds east a distance of 10.23 feet to an iron pin; thence leaving said right-of-way line and running south 2 degrees 27 minutes 06 seconds west a distance of 311.02 feet to an iron pin; thence running south 88 degrees 47 minutes 07 seconds west a distance of 461.48 feet to an iron pin; thence running south 89 degrees 43 minutes 59 seconds west a distance of 1,341.05 feet to a Maple tree on the west line of said Land Lot 116; thence running along said west Land Lot line north 00 degrees 00 minutes 09 seconds east a distance of 1950 feet to the point of beginning; the same being shown as Tracts "A" and "B" on a plat of survey dated November 25, 1985 (revised December 27, 1985) prepared by David W. Lynall, Georgia Registered Land Surveyor No. 1845, and containing 59.985 acres according to said plat of survey.

LESS AND EXCEPT:

All that tract or parcel of land lying and being in Land Lot 116 of the 13th District of Clayton County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin located North 89 degrees 29 minutes 43 seconds East as measured along the north Land Lot line of Land Lot 116, a distance of 572.66 feet from the common Land Lot corner of Land Lots 108, 109, 116 and 117 of the 13th District of Clayton County, Georgia; continue thence North 89 degrees 29 minutes 43 seconds East along the north Land Lot line of Land Lot 116, a distance of 154.00 feet to an iron pin; run thence South 21 degrees 27 minutes 38 seconds east a distance of 50.64 feet to an iron pin; run thence North 89 degrees 31 minutes 29 seconds East a distance of 85.18 feet to an iron pin located on the Southwestern right-of-way of a frontage road; run thence South 31 degrees 40 minutes 31 seconds East along the right-of-way of frontage road a distance of 157.16 feet to a right-of-way monument; continue thence in a Southeasterly direction along the Southwestern right-of-way of the frontage road along an arc to the right an arc distance of 112.87 feet to an iron pin (such arc having a radius of 1,824.86 feet and being subtended on its Southwestern side by a chord bearing South 30 degrees 27 minutes 24 seconds East and being 112.85 feet in length); run thence South 84 degrees 42 minutes 33 seconds West a distance of 300 feet to an iron pin; run thence North 61 degrees 04 minutes 20 seconds West a distance of 110.01 feet to an iron pin; run thence North 00 degrees 30 minutes 17 seconds West a distance of 250.00 feet to an iron pin at the point of beginning. The foregoing parcel shown as a tract containing 2.00 acres (87,124 sq. ft.) as described on the plat of survey for

Howard Allgood by Delta Surveyors, Inc., dated December 6, 2001 and being job number 01-0040.

**LESS AND EXCEPT:**

All that tract or parcel of land lying and being in Land Lot 116 of the 13th District of Clayton County, Georgia and being more particularly described as follows:

**TO FIND THE TRUE POINT OF BEGINNING**, begin at an iron pipe located on the northern Land Lot Line of Land Lot 116, which iron pipe is located 572.62 feet as measured North 89 degrees 29 minutes 43 seconds East along the north Land Lot Line of Land Lot 116 of the northwest corner of Land Lot 116 from the northwest corner of Land Lot 116; run thence South 00 degrees 30 minutes 17 seconds East along the western boundary of property shown as "Tract 1 - 2,000 ACRES" on the plat of survey hereafter referenced and which tract is now or formerly owned by Rees 96, L.L.C.; a distance of 250.00 feet to an iron pin; run thence South 61 degrees 04 minutes 20 seconds East along the southwestern boundary of property now or formerly owned by Rees 96, L.L.C.; a distance of 110.01 feet to an iron pin and the **TRUE POINT OF BEGINNING**; from the **TRUE POINT OF BEGINNING** thus established, run thence North 84 degrees 42 minutes 33 seconds East along the southern boundary of property now or formerly owned by Rees 96, L.L.C.; a distance of 300.00 feet to an iron pin located on the southwesterly right-of-way line of a frontage road (having a varying width right-of-way); run thence in a southeasterly direction along the southwestern right-of-way line of the aforesaid frontage road along an arc to the right and arc distance of 54.14 feet to a point (such arc having a radius of 1824.86 feet and being subtended on its southwestern side by a chord bearing South 27 degrees 50 minutes 06 seconds East and being 54.14 feet in length); continue thence in a southeasterly direction along the southwestern right-of-way of the aforesaid frontage road an arc to the right a distance of 199.18 feet to an iron pin (such arc having a radius of 1824.86 feet and being subtended on its Southwestern side by a chord bearing South 23 degrees 51 minutes 29 seconds East and being 199.08 feet in length); run thence South 54 degrees 18 minutes 57 seconds West a distance of 133.57 feet to an iron pin; run thence North 53 degrees 22 minutes 40 seconds West a distance of 458.53 feet to an iron pin; run thence North 84 degrees 42 minutes 33 seconds East a distance of 72.29 feet to an iron pin at the Point of Beginning. The foregoing parcel is shown as "Tract 2" containing 1.701 ACRES (74,357 SQ. FT.) on a plat of survey dated February 25, 2002, prepared for Howard Allgood by Delta Surveyors, Inc. and being Job Number 01-0840b.



**LESS AND EXCEPT:**

All that tract or parcel of land lying and being in Land Lot 116 of the 13th District of Clayton County, Georgia, which tract is more particularly described as follows:

Commencing at an open top found on the common corner of Land Lots 108, 109, 116, 117 and thence running along the northerly land lot line of Land Lot 116 south 89 degrees 20 minutes 46 seconds east a distance of 572.84 feet to an iron pin at the northwest corner of a tract of land conveyed to Rees 96, LLC by limited warranty deeds recorded in Deed Book 5512, Pages 84, 86 and 88, Clayton County, Georgia records; running thence along the west and southwest boundaries of said tract, south 00 degrees 39 minutes 37 seconds west a distance of 249.98 feet to an iron pin; thence running south 59 degrees 54 minutes 26 seconds east a distance of 110.01 feet to an iron pin on the north boundary line of a second tract, conveyed to Rees 96, LLC, by limited warranty deed recorded in Deed Book 5549, page 321, aforesaid records, thence running westerly, southeasterly and northeasterly along the north, southwest and southeast boundaries of said tract, south 85 degrees 52 minutes 27 seconds west a distance of 72.29 feet to an iron pin; thence running south 52 degrees 12 minutes 46 seconds east a distance of 458.53 feet to an iron pin; thence running north 55 degrees 28 minutes 51 seconds east for a distance of 151.55 feet to an iron pin set on the westerly right-of-way line of Lees Mill Road (R/W varies); thence leaving the boundary of said second tract and running along the westerly right-of-way line of Lees Mill Road south 20 degrees 31 minutes 10 seconds east for a distance of 335.31 feet to an iron pin; thence running along said westerly right-of-way line of Lees Mill Road south along a curve to the left having a radius of 2148.47 feet and an arc distance of 836.25 feet; said curve being subtended by a chord with bearing of south 31 degrees 40 minutes 12 seconds east and distance of 830.98 feet to an iron pin set; thence leaving said westerly right-of-way line of Lees Mill Road and running south 89 degrees 47 minutes 11 seconds west for a distance of 1660.34 feet to an iron pin set on the westerly line of Land Lot 116; thence running along said westerly line of Land Lot 116 north 00 degrees 58 minutes 39 seconds east for a distance of 1539.62 feet to an open top found at the point of beginning.

Together with and subject to covenants, easement, reservations and restrictions of record, said property contains 38.43 acres or 1,673,884.07 square feet, more or less, all as shown on boundary survey for the Lions Group, Inc., dated 8/14/02, last revised 1/16/03, prepared by Gilbert L. Quinones, GA Registered Land Surveyor #2810.



Exhibit E

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 234 OF THE 10<sup>TH</sup> DISTRICT, ROCKDALE COUNTY, GEORGIA, BEING LOT 8 OF DOGWOOD INDUSTRIAL PARK, AS SHOWN ON PLAT OF SURVEY MADE OF DOGWOOD INDUSTRIAL PARK OF RECORD AT PLAT BOOK Y, PAGE 78, ROCKDALE COUNTY, GEORGIA RECORDS, WHICH PLAT IS INCORPORATED HEREIN AND MADE A PART HEREOF BY THIS REFERENCE.

2244 DOGWOOD INDUSTRIAL CIRCLE  
CONYERS, GA

Exhibit F

**ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 932 OF THE 16TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT ALONG THE NORTHEASTERN RIGHT OF WAY OF FIELD PARKWAY (70-FOOT RIGHT OF WAY) BEING 293.37 FEET FROM ITS INTERSECTION WITH BELLS FERRY ROAD; FROM SAID BEGINNING POINT RUN THENCE ALONG THE NORTHEASTERN RIGHT OF WAY OF FIELD PARKWAY ALONG THE ARC OF A CURVE AN ARC DISTANCE OF 145.69 FEET (SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 45 DEGREES 17 MINUTES 00 SECONDS WEST AND HAVING A LENGTH OF 145.56 FEET); THENCE CONTINUING ALONG SAID RIGHT OF WAY NORTH 39 DEGREES 37 MINUTES 41 SECONDS WEST A DISTANCE OF 189.89 FEET TO A POINT; THENCE LEAVING SAID RIGHT OF WAY NORTH 46 DEGREES 23 MINUTES 59 SECONDS EAST A DISTANCE OF 237.91 FEET TO A POINT; RUN THENCE SOUTH 40 DEGREES 15 MINUTES 00 SECONDS EAST A DISTANCE OF 308.69 FEET TO A POINT; RUN THENCE SOUTH 39 DEGREES 45 MINUTES 00 SECONDS WEST A DISTANCE OF 230.30 FEET TO THE TRUE POINT OF BEGINNING.**

**SAID TRACT CONTAINING 1.76 ACRES AS SHOWN ON THAT SURVEY FOR RICKY W. STEWART AND SUNTRUST BANK, ATLANTA, BY DAVID CHARLES JONES DATED JULY 2, 1996.**

**LESS AND EXCEPT:**

**ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 932 OF THE 16TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA, AS PER PLAT OF SURVEY PREPARED FOR D. DUDLEY FIELD, DATED OCTOBER 14, 1988, AND PREPARED BY SOUTHERN SURVEYING & MAPPING CO., INC., AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**TO FIND THE TRUE POINT OF BEGINNING, BEGIN AT THE INTERSECTION OF THE NORTHEASTERLY SIDE OF THE RIGHT-OF-WAY OF U.S. 41 (BEING A 300 FOOT RIGHT-OF-WAY AT THIS POINT OF INTERSECTION) AND THE NORTHWESTERLY SIDE OF THE RIGHT-OF-WAY OF BELLS FERRY ROAD (BEING A 180 FOOT RIGHT-OF-WAY AT THIS POINT OF INTERSECTION), AND RUN THENCE NORTH 28 DEGREES 43 MINUTES 00 SECONDS EAST ALONG THE NORTHWESTERLY SIDE OF THE RIGHT-OF-WAY OF BELLS FERRY ROAD FOR A DISTANCE OF 300.00 FEET TO A POINT AND CORNER; RUN THENCE SOUTH 61 DEGREES 17 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 40.00 FEET TO A POINT WHERE THE RIGHT-OF-WAY OF BELLS FERRY ROAD DECREASES TO**

100 FEET IN WIDTH; RUN THENCE NORTH 28 DEGREES 43 MINUTES 01 SECONDS EAST ALONG THE NORTHWESTERLY SIDE OF THE RIGHT-OF-WAY OF BELLS FERRY ROAD FOR A DISTANCE OF 218.61 FEET TO A POINT; RUN THENCE NORTH 61 DEGREES 40 MINUTES 13 SECONDS WEST ALONG THE NORTHERLY SIDE OF A PROPOSED FIELD PARKWAY FOR A DISTANCE OF 155.14 FEET TO A POINT; RUN THENCE ALONG AN ARC, IN A CLOCKWISE DIRECTION, HAVING A RADIUS OF 738.02 FEET TO AN ARC DISTANCE OF 41.53 FEET (SAID ARC BEING SUBTENDED BY A CHORD NORTH 60 DEGREES 03 MINUTES 29 SECONDS WEST A CHORD DISTANCE OF 41.52 FEET) TO THE TRUE POINT OF BEGINNING; RUNNING THENCE NORTH 35 DEGREES 04 MINUTES 23 SECONDS WEST FOR A DISTANCE OF 73.18 FEET TO AN IRON PIN; RUNNING THENCE NORTH 49 DEGREES 25 MINUTES 29 SECONDS EAST FOR A DISTANCE OF 131.91 FEET TO A POINT AND CORNER; RUNNING THENCE NORTH 40 DEGREES 15 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 122.41 FEET TO A POINT AND CORNER; RUNNING THENCE SOUTH 44 DEGREES 04 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 231.24 FEET TO A POINT AND CORNER LOCATED ON THE NORTHERLY SIDE OF A PROPOSED FIELD PARKWAY; RUNNING THENCE ALONG AN ARC, IN A COUNTERCLOCKWISE DIRECTION, ALONG THE NORTHERLY SIDE OF A PROPOSED FIELD PARKWAY, HAVING A RADIUS OF 738.02 FEET, AN ARC DISTANCE OF 122.26 FEET (SAID ARC BEING SUBTENDED BY A CHORD SOUTH 53 DEGREES 42 MINUTES 01 SECONDS EAST A CHORD DISTANCE OF 122.12 FEET) TO THE TRUE POINT OF BEGINNING.

PROPERTY CONVEYED BY QUITCLAIM DEED DATED MARCH 8, 1999, RECORDED MARCH 18, 1999 IN DEED BOOK 12305, PAGE 518, COBB COUNTY, GEORGIA RECORDS, FROM RICK W. STEWART TO D. DUDLEY FIELD.



Exhibit G

**ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 221 OF THE 6TH DISTRICT OF GWINNETT COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT AN IRON PIN FOUND AT THE CORNER FORMED BY THE INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF WEAVER WAY (AN 80-FOOT RIGHT-OF-WAY) WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF RUFUS PLACE (A 50-FOOT RIGHT-OF-WAY); RUNNING THENCE NORTH 59 DEGREES 42 MINUTES 30 SECONDS EAST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF RUFUS PLACE, A DISTANCE OF 450.26 FEET TO AN IRON PIN SET; THENCE LEAVING THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF RUFUS PLACE AND RUNNING SOUTH 30 DEGREES 17 MINUTES 30 SECONDS EAST, A DISTANCE OF 238.89 FEET TO AN IRON PIN SET; RUNNING THENCE SOUTH 22 DEGREES 52 MINUTES 01 SECOND WEST, A DISTANCE OF 192.66 FEET TO AN IRON PIN SET; RUNNING THENCE SOUTH 56 DEGREES 17 MINUTES 23 SECONDS WEST, A DISTANCE OF 297.82 FEET TO AN IRON PIN SET ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF WEAVER WAY; RUNNING THENCE NORTH 30 DEGREES 06 MINUTES 18 SECONDS WEST ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF WEAVER WAY, A DISTANCE OF 372.18 FEET TO THE IRON PIN FOUND AT THE CORNER FORMED BY THE INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF WEAVER WAY WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF RUFUS PLACE, WHICH IRON PIN MARKS THE POINT OF BEGINNING; AND BEING A TRACT OR PARCEL OF LAND CONTAINING 3.524 ACRES ACCORDING TO A PLAT OF SURVEY ENTITLED "BOUNDARY PLAT FOR: RICKY W. STEWART", PREPARED BY PRECISION PLANNING, INC., CERTIFIED TO BY RANDALL W. DIXON, GEORGIA REGISTERED LAND SURVEYOR NO. 1678, DATED JULY 18, 1989.**

**LESS AND EXCEPT:**

**ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 221 OF THE 6TH DISTRICT OF GWINNETT COUNTY, GEORGIA, CONTAINING 2.0518 ACRES AS SHOWN ON A PLAT OF SURVEY MADE BY B. J. GOBLE, JR., DATED APRIL 14, 1990, AND BEING MORE PARTICULARLY DESCRIBED ACCORDING TO SAID SURVEY AS FOLLOWS:**

**BEGINNING AT AN IRON PIN FOUND AT THE INTERSECTION FORMED BY THE NORTHEASTERLY SIDE OF WEAVER WAY (BASED ON AN 80-FOOT RIGHT-OF-WAY) WITH THE SOUTHEASTERLY SIDE OF RUFUS PLACE; THENCE NORTH 59 DEGREES 42 MINUTES 30 SECONDS EAST ALONG THE SOUTHEASTERLY SIDE OF RUFUS PLACE, 450.26 FEET TO AN IRON PIN SET; THENCE SOUTH 30 DEGREES 17 MINUTES 30 SECONDS EAST, 193.35 FEET TO AN IRON PIN SET; THENCE**

CONTINUING SOUTH 30 DEGREES 17 MINUTES 30 SECONDS EAST, 5 FEET TO A POINT; THENCE SOUTH 59 DEGREES 42 MINUTES 30 SECONDS WEST, 450.91 FEET TO A POINT ON THE NORTHEASTERLY SIDE OF WEAVER WAY; THENCE NORTH 30 DEGREES 06 MINUTES 18 SECONDS WEST ALONG THE NORTHEASTERLY SIDE OF WEAVER WAY, 5 FEET TO AN IRON PIN SET; THENCE CONTINUING NORTH 30 DEGREES 06 MINUTES 18 SECONDS WEST ALONG THE NORTHEASTERLY SIDE OF WEAVER WAY, 193.35 FEET TO THE IRON PIN AT THE POINT OF BEGINNING.

PROPERTY CONVEYED BY WARRANTY DEED DATED JUNE 1ST, 1990, RECORDED IN DEED BOOK 6048, PAGE 243, GWINNETT COUNTY, GEORGIA RECORDS, FROM RICKY W. STEWART TO MICHAEL G. PERKINS.

AND

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 221 OF THE 6TH LAND DISTRICT OF GWINNETT COUNTY, GEORGIA, AS SHOWN ON A PLAT OF SURVEY MADE BY PLANNING-DESIGN GROUP, CERTIFIED BY RONALD FRED FISHER, GEORGIA REGISTERED LAND SURVEYOR NO. 11246 DATED JANUARY 30, 1991, REVISED FEBRUARY 1, 1991 AND BEING MORE PARTICULARLY DESCRIBED ACCORDING TO SAID SURVEY AS FOLLOWS:

TO LOCATE THE TRUE PLACE OR POINT OF BEGINNING, COMMENCE AT A POINT AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF WEAVER WAY (80-FOOT RIGHT OF WAY) WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF RUFUS PLACE (50-FOOT RIGHT OF WAY) (20-FOOT PAVEMENT) AND RUN THENCE ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF RUFUS PLACE NORTH 59 DEGREES 42 MINUTES 30 SECONDS EAST A DISTANCE OF 450.26 FEET TO A POINT; LEAVING SAID RIGHT OF WAY LINE, RUN THENCE SOUTH 30 DEGREES 17 MINUTES 30 SECONDS EAST A DISTANCE OF 193.35 FEET TO A POINT, WHICH POINT MARKS THE TRUE PLACE OR POINT OF BEGINNING.

FROM THE TRUE PLACE OR POINT OF BEGINNING AS THUS ESTABLISHED, RUN THENCE SOUTH 30 DEGREES 17 MINUTES 30 SECONDS EAST A DISTANCE OF 20.00 FEET TO A POINT; RUN THENCE SOUTH 59 DEGREES 42 MINUTES 30 SECONDS WEST A DISTANCE OF 90.00 FEET TO A POINT; RUN THENCE NORTH 30 DEGREES 17 MINUTES 30 SECONDS WEST A DISTANCE OF 20.00 FEET TO A POINT; RUN THENCE NORTH 59 DEGREES 42 MINUTES 30 SECONDS EAST A DISTANCE OF 90.00 FEET TO A POINT, WHICH POINT MARKS THE TRUE PLACE OR POINT OF BEGINNING.

PROPERTY CONVEYED BY CORRECTIVE WARRANTY DEED DATED APRIL 25TH, 1991, RECORDED IN DEED BOOK 6501, PAGE 271, GWINNETT COUNTY, GEORGIA RECORDS, FROM RICKY W. STEWART TO MICHAEL G. PERKINS.



**AND**

**ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 221 OF THE 6TH DISTRICT, GWINNETT COUNTY, GEORGIA, AND BEING MORE FULLY DESCRIBED AS FOLLOWS:**

**COMMENCING AT AN IRON REBAR SET AT THE INTERSECTION FORMED BY THE NORTHEASTERLY RIGHT OF WAY OF WEAVER WAY (80 FOOT RIGHT OF WAY) AND THE SOUTHEASTERLY REQUIRED RIGHT OF WAY OF RUFUS PLACE; THENCE SOUTH 30 DEGREES 06 MINUTES 18 SECONDS EAST ALONG THE NORTHEASTERLY RIGHT OF WAY OF WEAVER WAY, 193.35 FEET TO A FOUND IRON REBAR; THENCE NORTH 59 DEGREES 42 MINUTES 30 SECONDS EAST, 322.02 FEET TO A POINT OF BEGINNING; THENCE CONTINUING ALONG THE SAME DIRECTION, BEING PART OF THE SOUTH LINE OF TRACT 1, NORTH 59 DEGREES 42 MINUTES 30 SECONDS EAST, 38.89 FEET TO A NAIL SET; THENCE SOUTH 30 DEGREES 17 MINUTES 30 SECONDS EAST, 20.00 FEET TO AN IRON REBAR SET; THENCE NORTH 59 DEGREES 42 MINUTES 30 SECONDS EAST, 90.00 FEET TO AN IRON REBAR SET; THENCE SOUTH 30 DEGREES 17 MINUTES 30 SECONDS EAST, 8.00 FEET TO AN IRON REBAR SET; THENCE SOUTH 59 DEGREES 42 MINUTES 30 SECONDS WEST, 128.89 FEET TO AN IRON REBAR SET; THENCE NORTH 30 DEGREES 17 MINUTES 30 SECONDS WEST, 28.00 FEET TO AN IRON REBAR SET ALSO BEING THE POINT OF BEGINNING; CONTAINING 0.042 ACRES OF 1,809 SQUARE FEET, MORE OR LESS. SAID PROPERTY IS MORE PARTICULARLY SHOWN AS TRACT 2 ON PLAT OF SURVEY PREPARED FOR WILFORD D. WRIGHTSON, III, LINDA L. WRIGHTSON AND CALLOWAY TITLE AND ESCROW, LLC, BY MCCLUNG SURVEYING SERVICES, INC., DATED OCTOBER 4, 2010, LAST REVISED OCTOBER 14, 2010.**

**PROPERTY CONVEYED BY WARRANTY DEED DATED JULY 1ST, 2011, RECORDED IN DEED BOOK 50764, PAGE 220, GWINNETT COUNTY, GEORGIA RECORDS, FROM MELANIE STEWART INVESTMENTS, LLC TO WILFORD D. WRIGHTSON A/K/A WILFORD D. WRIGHTSON, III**



Exhibit H

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 86 OF THE 13TH DISTRICT OF CLAYTON COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, BEGIN AT AN IRON PIN SET AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF GEORGIA HIGHWAY 85 (170-FOOT RIGHT-OF-WAY) AND THE SOUTHWESTERLY BOUNDARY OF LEE'S MILL ROAD (80-FOOT RIGHT-OF-WAY); RUN THENCE ALONG THE SOUTHWESTERLY BOUNDARY OF LEE'S MILL ROAD, SOUTH 49 DEGREES 42 MINUTES 57 SECONDS EAST A DISTANCE OF 122.23 FEET TO A POINT; RUN THENCE ALONG THE SOUTHWESTERLY BOUNDARY OF LEE'S MILL ROAD SOUTH 50 DEGREES 50 MINUTES 00 SECONDS EAST A DISTANCE OF 157.68 FEET TO A POINT; RUN THENCE ALONG THE SOUTHWESTERLY BOUNDARY OF LEE'S MILL ROAD SOUTH 53 DEGREES 32 MINUTES 42 SECONDS EAST A DISTANCE OF 19.92 FEET TO AN IRON PIN SET AT THE POINT OF BEGINNING; RUN THENCE ALONG THE SOUTHWESTERLY BOUNDARY OF LEE'S MILL ROAD SOUTH 53 DEGREES 32 MINUTES 42 SECONDS EAST A DISTANCE OF 69.69 FEET TO A POINT; RUN THENCE ALONG THE SOUTHWESTERLY BOUNDARY OF LEE'S MILL ROAD SOUTH 59 DEGREES 53 MINUTES 28 SECONDS EAST A DISTANCE OF 86.96 FEET TO A POINT; RUN THENCE ALONG THE SOUTHWEST BOUNDARY OF LEE'S MILL ROAD SOUTH 66 DEGREES 24 MINUTES 31 SECONDS EAST A DISTANCE OF 143.18 FEET TO AN IRON PIN FOUND; RUN THENCE SOUTH 06 DEGREES 06 MINUTES 02 SECONDS WEST A DISTANCE OF 259.72 FEET TO AN IRON PIN FOUND; RUN THENCE NORTH 73 DEGREES 46 MINUTES 04 SECONDS WEST A DISTANCE OF 175.56 FEET TO A POINT; RUN THENCE SOUTH 58 DEGREES 44 MINUTES 57 SECONDS WEST A DISTANCE OF 67.43 FEET TO A POINT; RUN THENCE NORTH 32 DEGREES 40 MINUTES 23 SECONDS WEST A DISTANCE OF 43.88 FEET TO A POINT; RUN THENCE NORTH 53 DEGREES 49 MINUTES 22 SECONDS WEST A DISTANCE OF 40.13 FEET TO AN IRON PIN SET; RUN THENCE NORTH 08 DEGREES 16 MINUTES 31 SECONDS EAST A DISTANCE OF 329.29 FEET TO AN IRON PIN SET AT THE POINT OF BEGINNING. ALL AS MORE FULLY SHOWN ON A PLAT OF SURVEY FOR WAYNE E. LEACH DATED FEBRUARY 20, 1987, BY W. GLENN MATHIS, GEORGIA REGISTERED LAND SURVEYOR. SAID PROPERTY CONTAINING 1.9112 ACRES OF LAND.

Exhibit I

**All that tract or parcel of land lying and being in Land Lot 74 of the 4<sup>th</sup> District, Bibb County, Georgia, being known as Tract 1, containing 2.73 acres, according to a plat made by Prince S. Halligan, dated June 27, 1994, and recorded in Plat Book 87, page 877, Bibb County, Georgia records, which recorded plat is incorporated herein by reference and made a part of this description.**

**Also, all that tract or parcel of land lying and being in Land Lot 75 of the 4<sup>th</sup> District, Bibb County, Georgia, being known and designated as 45' Reserve according to a plat of survey for Yellow Freight Systems, Inc., and recorded in Plat Book 57, page 58, Bibb County, Georgia records, which recorded plat is incorporated herein by reference and made a part of this description.**

**LESS AND EXCEPT the property conveyed to Georgia Department of Transportation by Right-of Way Deed from Jack Thomas Rosson; Raymond Lewis Rosson & Helene H. Rosson, dated February 7, 2002 and recorded in Deed Book 5210, Page 112, Clerk's Office, Bibb Superior Court.**

Exhibit J

All that certain lot or parcel of land situated in the County of Shelby, State of Alabama, and being more particularly described as follows:

A parcel of land located in the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  and the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ , all in Section 20, Township 21 South, Range 2 West, more particularly described as follows: Begin at the Southeast corner of said Northwest  $\frac{1}{4}$  of Southeast  $\frac{1}{4}$ ; thence in a Westerly direction along Southerly line of said quarter-quarter section line, a distance of 368.22 feet; thence 90 degrees right, in a Northerly direction a distance of 300.00 feet; thence 90 degrees right, in an Easterly direction a distance of 600.00 feet to a point in the Southwesterly right of way line of U.S. Highway 31 South; thence 64 degrees 41 minutes 38 seconds right, in a Southeasterly direction along said right of way line a distance of 279.09 feet to the point of beginning of a curve to the left, having a radius of 2914.93 feet, and a central angle of 1 degree 02 minutes 29 seconds; thence in a Southeasterly direction along said curve and right of way line a distance of 52.98 feet to a point in the Southerly line of said Northeast  $\frac{1}{4}$  of Southeast  $\frac{1}{4}$ ; thence 116 degrees 20 minutes 41 seconds right from tangent to said curve in a Westerly direction a distance of 374.16 feet to the point of beginning.

Also described as

A parcel of land situated in the North  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of Section 20, Township 21 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

Begin at the Southeast Corner of the Northwest  $\frac{1}{4}$  the Southeast  $\frac{1}{4}$  of above said Section, Township and Range, said point being the point of beginning; thence North 90 degrees 00 minutes 00 seconds West, a distance of 368.22 feet; thence North 00 degrees 00 minutes 19 seconds West, a distance of 149.95 feet; thence continue northerly along said line, a distance of 149.87 feet; thence 89 degrees 58 minutes 54 seconds East, a distance of 600.12 feet to a point on the Westerly right of way line of U.S. Highway #31, 100 feet right of way; thence South 25 degrees 25 minutes 39 seconds East and along said right of way line, a distance of 166.49 feet; thence S 25 degrees 19 minutes 32 seconds East and along said right of way line, a distance of 112.64 feet to a point, said point being the beginning of a non tangent curve to the left, having a radius of 9,667.76 feet, a central angle of 00 degrees 18 minutes 49 seconds, subtended by a chord which bears South 25 degrees 19 minutes 32 seconds East, and a chord distance of 52.92 feet; thence along the arc of said curve and said right of way line, a distance of 52.92 feet; thence North 90 degrees 00 minutes 00 seconds West and leaving said right of way line, a distance of 374.18 feet to the point of beginning.



Filed and Recorded  
 Official Public Records  
 Judge of Probate, Shelby County Alabama, County  
 Clerk  
 Shelby County, AL  
 08/21/2024 01:38:39 PM  
 \$116.00 BRITTANI  
 20240821000261800

*Allen S. Bayl*