

PREPARED BY AND UPON  
RECORDATION RETURN TO:

Paul Hastings LLP  
2050 M Street NW  
Washington, D.C. 20036  
Attention: Michael K. Berman, Esq.

Total tax is \$750  
98.99% to Shelby - \$742.43  
1.01% to Jefferson - \$7.57

**HGC RIVERCHASE, LLC,**  
as mortgagor

to

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,**  
as mortgagee

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**MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,  
SECURITY AGREEMENT, AND FIXTURE FILING**

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Dated: March 13, 2026

Location: 2000 Club Road  
Birmingham, Shelby and Jefferson Counties,  
Alabama 35244

**THIS MORTGAGE IS FILED AS AND SHALL CONSTITUTE A FIXTURE FILING IN ACCORDANCE WITH THE PROVISIONS OF SECTION 7-9A-502(c) OF THE CODE OF ALABAMA (1975), AS AMENDED, AND IS TO BE RECORDED IN THE REAL PROPERTY RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA**

Address of Mortgagor:	Address of Mortgagee
13873 Park Center Road Suite 203N Herndon, Virginia 20171	60 Livingston Avenue, St. Paul, Minnesota 55107

**THE MAXIMUM PRINCIPAL INDEBTEDNESS FOR ALABAMA RECORDING TAX PURPOSES IS \$500,000.00.**

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**MORTGAGE, ASSIGNMENT OF LEASES AND RENTS  
AND SECURITY AGREEMENT**

**THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT** (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, this “**Security Instrument**”) is made as of this 13<sup>th</sup> day of March, 2026, by **HGC RIVERCHASE, LLC**, a Delaware limited liability company, having its principal place of business at 13873 Park Center Road, Suite 203N Herndon, Virginia 20171, as mortgagor (“**Mortgagor**”) for the benefit of **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, a national banking association, having a place of business at 60 Livingston Avenue, St. Paul, Minnesota 55107, acting in its capacity as indenture trustee for the Noteholders (when acting in such capacity, together with its successors and/or assigns, “**Mortgagee**”), collectively as mortgagee. All capitalized terms not defined herein shall have the respective meanings set forth in the Indenture (defined below).

**WITNESSETH:**

WHEREAS, this Security Instrument is given by Mortgagor to Mortgagee to secure Mortgagor’s Obligations pursuant to the Guarantee and Collateral Agreement given as additional credit support for the Obligations (as defined in the Indenture) in such amount as may be advanced pursuant to that certain Indenture, dated as of the date hereof, by and among HGC Holdings, LLC (“**Issuer**”) and Mortgagee (as the same may be amended, restated, replaced, designated, assigned, participated, supplemented or otherwise modified from time to time, the “**Indenture**”) and evidenced by the Notes (as defined in the Indenture), including all notes issued from time to time by Issuer (such Notes, together with all amendments, extensions, renewals, replacements, restatements or modifications thereof being hereinafter referred to as the “**Notes**”). For the avoidance of doubt, Mortgagor is a “Club Holder” as defined in the Indenture. The Mortgagor and the certain other affiliate guarantor entities listed on Schedule I attached hereto (collectively, “**Club Holders**”) have agreed to guaranty the Issuer’s obligations under the Notes, the Indenture and other Transaction Documents;

WHEREAS, Mortgagor desires to secure the payment of the Obligations (as defined in the Indenture) and the performance of all of its and the Club Holders’ obligations under the Notes, the Indenture and the other Transaction Documents; and

WHEREAS, this Security Instrument is given pursuant to the Guarantee and Collateral Agreement in support of the Issuer’s obligations under the Indenture, and payment, fulfillment, and performance by Mortgagor and the Club Holders of their obligations thereunder and under the Notes (the Indenture, the Notes, this Security Instrument, and all other documents evidencing or securing the Obligations (including all additional mortgages, deeds of trust, deeds to secure debt and assignments of leases and rents) executed or delivered in connection with the making of the Obligations are hereinafter referred to collectively as the “**Transaction Documents**”).

NOW THEREFORE, in consideration of the funding of the Notes under the Indenture and the covenants, agreements, representations and warranties set forth in this Security Instrument:

## ARTICLE 1 GRANTS OF SECURITY

Section 1.1 Property Mortgaged. Mortgagor does hereby irrevocably mortgage, grant, bargain, sell, pledge, assign, warrant, transfer and convey to Mortgagee for the benefit of Noteholders and their successors, assigns, participants and transferees, and grant a security interest to Mortgagee for the benefit of Mortgagee, the Secured Parties and their successors, assigns, participants and transferees, in and to the following property, rights, interests and estates now owned, or hereafter acquired by Mortgagor (collectively, the "Property"):

(a) Land. The real property described in Exhibit A attached hereto and made a part hereof (the "Land");

(b) Additional Land. All additional lands, estates and development rights hereafter acquired by Mortgagor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of this Security Instrument;

(c) Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the "Improvements");

(d) Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Mortgagor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(e) Equipment. All "equipment," as such term is defined in Article 9 of the Uniform Commercial Code (as hereinafter defined), now owned or hereafter acquired by Mortgagor, which is used at or in connection with the Improvements or the Land or is located thereon or therein (including, but not limited to, all machinery, equipment, furnishings, and electronic data-processing and other office equipment now owned or hereafter acquired by Mortgagor and any and all additions, substitutions and replacements of any of the foregoing), together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (collectively, the "Equipment").

Notwithstanding the foregoing, Equipment shall not include any property belonging to the Manager, tenants under leases or guests or invitees at the Property except to the extent that Mortgagor shall have any right or interest therein;

(f) Fixtures. All Equipment now owned, or the ownership of which is hereafter acquired, by Mortgagor which is so related to the Land and Improvements forming part of the Property that it is deemed fixtures or real property under the law of the particular state in which the Equipment is located, including, without limitation, all building or construction materials intended for construction, reconstruction, alteration or repair of or installation on the Property, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements or the Land, including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, plumbing, laundry, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Mortgagor's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof (collectively, the "Fixtures"). Notwithstanding the foregoing, "Fixtures" shall not include any property which tenants are entitled to remove pursuant to leases except to the extent that Mortgagor shall have any right or interest (reversionary or otherwise) therein;

(g) Personal Property. All furniture, furnishings, objects of art, machinery, goods, tools, supplies, appliances, general intangibles, contract rights, accounts, accounts receivable, franchises, licenses, certificates and permits, and all other personal property of any kind or character whatsoever (as defined in and subject to the provisions of the Uniform Commercial Code as hereinafter defined), other than Fixtures, which are now or hereafter owned by Mortgagor and which are located within or about the Land and the Improvements, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof (collectively, the "Personal Property"), and the right, title and interest of Mortgagor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state, states, commonwealth or commonwealths where any of the Property is located (as amended from time to time, the "Uniform Commercial Code"), superior in lien to the lien of this Security Instrument and all proceeds and products of the above. Notwithstanding the foregoing, Personal Property shall not include any property belonging to tenants under leases or guests or invitees at the Property except to the extent that Mortgagor shall have any rights or interest therein;

(h) Building Materials. All building materials, whether stored at the Land and/or Improvements or off-site;

(i) Leases and Rents. All leases, subleases, subsubleases, lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of the Land and the Improvements, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into, whether before or after the filing by or against Mortgagor of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the "Bankruptcy Code") (collectively, the "Leases") and all right, title and interest of Mortgagor, its successors and assigns therein and thereunder, including, without limitation, cash, letters of credit or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Mortgagor or its agents or employees from any and all sources arising from or attributable to the Property, including, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of property or rendering of services by Mortgagor or Manager and proceeds, if any, from business interruption or other loss of income insurance whether paid or accruing before or after the filing by or against Mortgagor of any petition for relief under the Bankruptcy Code (collectively, the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Obligations;

(j) Condemnation Awards. Subject to the terms of the Indenture, all awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

(k) Insurance Proceeds. Subject to the terms of the Indenture, all proceeds in respect of the Property under any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;

(l) Tax Certiorari. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

(m) Rights. The right, in the name and on behalf of Mortgagor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Mortgagee and Noteholders in the Property;

(n) Agreements. All agreements, contracts, certificates, instruments, franchises, permits (to the extent permitted by applicable law), licenses (to the extent permitted by applicable law), plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto (subject to any restrictions on assignment), respecting or pertaining to the use, occupation, construction, development, rehabilitation, management or operation of the Land and any part thereof and any Improvements or provision of materials therefore, respecting any business or activity conducted on the Land and any part thereof, or for the preparation or provision of any plans and specifications for the development of the Land or any Improvements, including, without limitation, the Plans and Specifications, including all amendments and supplements to and renewals and extensions of such contracts at any time made, and all right, title and interest of Mortgagor therein and thereunder, including, without limitation, the right, upon the happening and during the continuance of an Event of Default, to receive and collect any sums payable to Mortgagor thereunder, provided, that unless an Event of Default has occurred and is continuing, Mortgagor shall be entitled to act in connection with any of the foregoing in accordance with the applicable requirements of the Indenture and other Transaction Documents and provided such actions do not violate any covenant contained herein or therein;

(o) Trademarks. To the extent assignable, all tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles used solely in connection with the operation of the Property; provided, however, that perfection over the foregoing shall be limited to portions of such items that can be perfected by a UCC-1 financing statement;

(p) Accounts. All reserves, escrows and deposit accounts maintained by Mortgagor with respect to the Property, including, without limitation, all accounts established or maintained pursuant to the Cash Trap Reserve Account or those accounts established and maintained pursuant to Article 5 of the Indenture; together with all deposits or wire transfers made to such accounts and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof;

(q) Series Hedge Agreement. Any Series Hedge Agreement to which Mortgagor is a Party;

(r) Proceeds. All proceeds of any of the foregoing, including, without limitation, proceeds of insurance and condemnation awards, whether cash, liquidation or other claims or otherwise;

(s) Letters of Credit. All letter of credit rights (whether or not the letter of credit is evidence by a writing) Mortgagor now has or hereafter acquires in relation to the Property; and

(t) Other Rights. Any and all other rights of Mortgagor in and to the items set forth in Subsections (a) through (s) above.

AND without limiting any of the other provisions of this Security Instrument, to the extent permitted by applicable law, Mortgagor expressly grants to Mortgagee, as secured party, for the benefit of the Secured Parties, a security interest in the portion of the Property which is or may be subject to the provisions of the Uniform Commercial Code which are applicable to secured transactions; it being understood and agreed that the Improvements and Fixtures are part and parcel of the Land (the Land, the Improvements and the Fixtures collectively referred to as the "Real Property") appropriated to the use thereof and, whether affixed or annexed to the Real Property or not, shall for the purposes of this Security Instrument be deemed conclusively to be real estate and mortgaged hereby.

Section 1.2 Assignment of Rents. Mortgagor hereby absolutely and unconditionally assigns to Mortgagee for the use and benefit of the Secured Parties and their successors, assigns, participants and transferees, all of Mortgagor's right, title and interest in and to all current and future Leases and Rents; it being intended by Mortgagor that this assignment constitutes a present, absolute assignment and not an assignment for additional security only. Nevertheless, subject to the terms of Section 7.1(h) of this Security Instrument, Mortgagee grants to Mortgagor a revocable license to (and Mortgagor shall have the express right to) collect, receive, use and enjoy the Rents.

Section 1.3 Security Agreement. This Security Instrument is both a real property mortgage and a "security agreement" within the meaning of the Uniform Commercial Code. The Property includes both real and personal property and all other rights and interests, whether tangible or intangible in nature, of Mortgagor in the Property. By executing and delivering this Security Instrument, Mortgagor hereby grants to Mortgagee, for the benefit of the Secured Parties and their successors, assigns, participants and transferees, as security for the Obligations (hereinafter defined), a security interest in the Fixtures, the Equipment, the Personal Property and other property constituting the Property to the full extent that the Fixtures, the Equipment, the Personal Property and such other property may be subject to the Uniform Commercial Code (said portion of the Property so subject to the Uniform Commercial Code being called the "Collateral"). If an Event of Default shall occur and be continuing, Mortgagee, in addition to any other rights and remedies which it may have, shall have and may exercise immediately and without demand, but upon any notice if required under applicable law or under the Indenture, any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including, without limiting the generality of the foregoing, the right to take possession of the Collateral or any part thereof, and to take such other measures as Mortgagee (or, the Requisite Noteholders, for purposes of this Security Instrument, the "Controlling Party") may deem necessary for the care, protection and preservation of the Collateral. Upon request or demand of Mortgagee or the Controlling Party after the occurrence and during the continuance of an Event of Default, Mortgagor shall, at its expense, assemble the Collateral and make it available to Mortgagee at a convenient place (at the Land if tangible property) reasonably acceptable to Mortgagee.

Mortgagor shall pay to Mortgagee within ten (10) business days after written demand therefor, any and all out-of-pocket expenses, including reasonable third-party legal expenses and attorneys' fees and expenses of outside counsel, incurred or paid by Mortgagee or Noteholders in protecting Secured Parties' interest in the Collateral and in enforcing Noteholders' rights hereunder with respect to the Collateral after the occurrence and during the continuance of an Event of Default. Any notice of sale, disposition or other intended action by Mortgagee or Noteholders with respect to the Collateral sent to Mortgagor in accordance with the provisions hereof at least ten (10) business days prior to such action, shall, except as otherwise provided by applicable law, constitute reasonable notice to Mortgagor. The proceeds of any disposition of the Collateral, or any part thereof, shall, except as otherwise required by applicable law, be applied in accordance with the terms of the Indenture. The principal place of business of Mortgagor (Debtor) is as set forth on page one hereof and the address of Mortgagee (Secured Party) is as set forth on page one hereof.

Section 1.4 Fixture Filing. Certain of the Property is or will become "fixtures" (as that term is defined in the Uniform Commercial Code) on the Land, described or referred to in this Security Instrument, and this Security Instrument, upon being filed for record in the real estate records of the city or county wherein such fixtures are situated, shall operate also as a financing statement naming Mortgagor as Debtor and Mortgagee as Secured Party filed as a fixture filing in accordance with the applicable provisions of said Uniform Commercial Code upon such of the Property that is or may become fixtures.

Section 1.5 Pledges of Monies Held. Mortgagor hereby pledges to Mortgagee for the benefit of the Secured Parties and their successors, assigns, participants and transferees any and all monies now or hereafter held by Mortgagee or on behalf of the Secured Parties in connection with the Obligations, including, without limitation, any sums deposited in the Accounts (as defined in the Indenture) and Insurance/Condemnation Proceeds, as additional security for the Obligations until expended or applied as provided in this Security Instrument, the Account Control Agreements or the Indenture.

## CONDITIONS TO GRANT

TO HAVE AND TO HOLD the above granted and described Property unto Mortgagee for the use and benefit of the Secured Parties and their successors, assigns, participants and transferees, forever;

PROVIDED, HOWEVER, these presents are upon the express condition that, if the Obligations have been well and fully paid at the time and in the manner as provided in the Notes, the Indenture and this Security Instrument, if Mortgagor and the Club Holders shall perform the Obligations as set forth in this Security Instrument and shall abide by and comply with each and every covenant and condition set forth herein and in the Notes, the Indenture and the other Transaction Documents, these presents and the estate hereby granted shall cease, terminate and be void; provided, however, that Mortgagor's obligation to indemnify and hold harmless Mortgagee and Noteholders pursuant to the provisions hereof shall survive any such payment or release.

This Article 1 is intended to grant in favor of Mortgagee for the benefit of Noteholders a first priority continuing lien and security interest in all of the Property, subject only to (i) the Liens and security interests created by the Transaction Documents, (ii) Liens, if any, for Taxes imposed by

any Governmental Authority not yet due or delinquent, and (iii) the Permitted Liens (as defined in the Indenture).

## **ARTICLE 2 DEBT AND OBLIGATIONS SECURED**

Section 2.1 Debt. This Security Instrument and the grants, assignments and transfers made in Article 1 are given for the purpose of securing the Obligations which by its definition (as set forth in the Indenture) includes, but is not limited to, the obligations of Mortgagor to pay to Mortgagee for the benefit of Noteholders the principal and interest owing pursuant to the terms and conditions of the Notes (referred to herein as the "Debt").

Section 2.2 Other Obligations. This Security Instrument and the grants, assignments and transfers made in Article 1 are also given for the purpose of securing the following (the "Other Obligations"):

- (a) the performance of all other obligations of Mortgagor contained herein;
- (b) the performance of each obligation of Mortgagor and the Club Holders contained in the Indenture and any other Transaction Document; and
- (c) the performance of each obligation of Mortgagor and the Club Holders contained in any renewal, extension, amendment, modification, consolidation, change of, participation or transfer of, or substitution or replacement for, all or any part of the Notes, the Indenture or any other Transaction Document.

Section 2.3 Debt and Other Obligations. Mortgagor's and the Club Holders' obligations for the payment of the Debt and the performance of the Other Obligations shall be referred to collectively herein as the "Obligations."

## **ARTICLE 3 MORTGAGOR COVENANTS**

Mortgagor covenants and agrees that:

Section 3.1 Payment of Debt. Mortgagor and the Club Holders will pay the Debt at the time and in the manner provided in the Indenture, the Notes and this Security Instrument.

Section 3.2 Incorporation by Reference. All the covenants, conditions and agreements contained in (a) the Indenture, (b) the Notes and (c) all and any of the other Transaction Documents, are hereby made a part of this Security Instrument to the same extent and with the same force as if fully set forth herein.

Section 3.3 Insurance. Mortgagor shall obtain and maintain, or cause to be maintained, in full force and effect at all times insurance with respect to Mortgagor and the Property as required pursuant to the Indenture.

Section 3.4 Warranty of Title; Security Interests. The provisions of Section 7.13 and Section 7.23 of the Indenture as applicable to Mortgagor are hereby incorporated by reference into this Security Instrument to the same extent and with the same force as if fully set forth herein.

Section 3.5 Maintenance of Property. Mortgagor shall cause the Property to be maintained in accordance with past practices in all material respects. To the extent required by the Indenture, the Improvements, the Fixtures, the Equipment and the Personal Property shall not be removed, demolished or materially altered (except for normal replacement of the Fixtures, the Equipment or the Personal Property, tenant finish and refurbishment of the Improvements) without the consent of Mortgagee (at the written direction of the Controlling Party). To the extent required by the Indenture, Mortgagor shall promptly repair, replace or rebuild any part of the Property which may be destroyed by any casualty or become damaged, worn or dilapidated or which may be affected by any condemnation, and shall complete and pay for any structure at any time in the process of construction or repair on the Land.

Section 3.6 Letter of Credit Rights. If Mortgagor is at any time a beneficiary under a letter of credit relating to the properties, rights, titles and interests referenced in Section 1.1 of this Security Instrument now or hereafter issued in favor of Mortgagor, Mortgagor shall promptly notify Mortgagee and Noteholders thereof and, at the request and option of the Controlling Party, Mortgagor shall, use commercially reasonable efforts to either (i) arrange for the issuer and any confirmer of such letter of credit to consent to an assignment to Mortgagee of the proceeds of any drawing under the letter of credit or (ii) arrange for Mortgagee to become the transferee beneficiary of the letter of credit, with Mortgagee agreeing, in each case that the proceeds of any drawing under the letter of credit are to be applied as provided in Section 7.2 of this Security Instrument pursuant to an agreement in form and substance reasonably satisfactory to Beneficiary and the Controlling Party.

Section 3.7 Waste. Subject to the terms of the Indenture, Mortgagor shall not commit or knowingly suffer any material waste of the Property or make any change in the use of the Property which may reasonably be expected to materially increase the risk of fire or other hazard arising out of the operation of the Property, or take any action that might reasonably be expected to invalidate or allow the cancellation of any Policy, or do or permit to be done thereon anything that may reasonably be expected to materially impair the value of the Property or the security of this Security Instrument. Mortgagor will not, without the prior written consent of Mortgagee, permit any drilling or exploration for or extraction, removal, or production of any minerals from the surface or the subsurface of the Land, regardless of the depth thereof or the method of mining or extraction thereof.

Section 3.8 Payment for Labor and Materials.

(a) Except as otherwise provided in the Indenture, Mortgagor will promptly pay or cause to be paid when due all bills and costs for labor, materials, and specifically fabricated materials ("Labor and Material Costs") incurred in connection with the Property and not permit to exist beyond the due date thereof in respect of the Property or any part thereof any lien or security interest (except for Permitted Liens (as defined in the Indenture)), even though inferior to the liens and the security interests hereof, and in any event not permit to be created or exist in respect of the Property or any part

thereof any other or additional lien or security interest other than the liens or security interests hereof except for the Permitted Liens.

(b) After prior written notice to Mortgagee, Mortgagor, at its own expense, may contest by appropriate legal proceeding, promptly initiated and conducted in good faith and with due diligence, the amount or validity or application in whole or in part of any of the Labor and Material Costs, provided that (i) no Event of Default has occurred and is continuing under the Indenture, the Notes, this Security Instrument or any of the other Transaction Documents, (ii) Mortgagor is permitted to do so under the provisions of any other mortgage, deed of trust or deed to secure debt affecting the Property, (iii) except with respect to a Permitted Lien such proceeding shall suspend the collection of the Labor and Material Costs from Mortgagor and from the Property or Mortgagor shall have paid all of the Labor and Material Costs under protest or Mortgagor shall have furnished security as provided in clause (vi) below, (iv) such proceeding shall be permitted under and be conducted in accordance with the provisions of any other instrument to which Mortgagor is subject and shall not constitute a default thereunder, (v) neither the Property nor any part thereof or interest therein will be in imminent danger of being sold, forfeited, terminated, canceled or lost, and (vi) except with respect to a Permitted Lien, Mortgagor shall have furnished the security to the extent required in the proceeding, or to the extent required under the Indenture to insure the payment of any contested Labor and Material Costs, together with all interest and penalties thereon.

**Section 3.9 Performance of Other Agreements.** Subject to all applicable notice and cure periods set forth in the Indenture, Mortgagor shall observe and perform in all material respects each and every term, covenant and provision to be observed or performed by Mortgagor pursuant to the Indenture, any other Transaction Document and any other agreement or recorded instrument affecting or pertaining to the Property and any amendments, modifications or changes thereto.

**Section 3.10 Change of Name, Identity or Structure.** Mortgagor shall not change Mortgagor's name, identity (including its trade name or names) or, if not an individual, Mortgagor's corporate, partnership or other structure without first (a) notifying Mortgagee of such change in writing at least thirty (30) days prior to the effective date of such change, (b) taking all reasonable action required by Mortgagee (at the written direction of the Controlling Party) for the purpose of perfecting or protecting the lien and security interest of Mortgagee on behalf of the Secured Parties and (c) subject to the terms of the Indenture in the case of a change in Mortgagor's structure, without first obtaining the prior written consent of Mortgagee. Mortgagor shall promptly notify Mortgagee in writing of any change in its organizational identification number. If Mortgagor does not now have an organizational identification number and later obtains one, Mortgagor shall promptly notify Mortgagee in writing of such organizational identification number. Mortgagor shall execute and deliver to Mortgagee, prior to or contemporaneously with the effective date of any such change, any financing statement or financing statement change reasonably required by Mortgagee (at the written direction of the Controlling Party) to establish or maintain the validity, perfection and priority of the security interest granted herein. At the request of Mortgagee, Mortgagor shall execute a certificate in form reasonably satisfactory to Mortgagee and the Controlling Party listing the trade names under which Mortgagor intends to operate the

Property, and representing and warranting that Mortgagor does business under no other trade name with respect to the Property.

#### ARTICLE 4 OBLIGATIONS AND RELIANCES

Section 4.1 Relationship of Mortgagor and Mortgagee. The relationship between Mortgagor and Mortgagee is solely that of debtor and secured party on behalf of creditors, and Mortgagee has no fiduciary or other special relationship with Mortgagor, and no term or condition of any of the Indenture, the Notes, this Security Instrument and the other Transaction Documents shall be construed so as to deem the relationship between Mortgagor and Mortgagee to be other than that of debtor and secured party on behalf of creditors.

Section 4.2 No Reliance on Mortgagee. The general partners, members, principals and (if Mortgagor is a trust) beneficial owners of Mortgagor are experienced in the ownership and operation of properties similar to the Property, and Mortgagor and Mortgagee/Noteholders are relying solely upon such expertise and business plan in connection with the ownership and operation of the Property. Mortgagor is not relying on Mortgagee's expertise, business acumen or advice in connection with the Property.

#### Section 4.3 No Mortgagee or Noteholder Obligations.

(a) Notwithstanding the provisions of Subsections 1.1(h) and (m) or Section 1.2, neither Mortgagee nor any other Secured Parties are undertaking the performance of (i) any obligations under the Leases; or (ii) any obligations with respect to such agreements, contracts, certificates, instruments, franchises, permits, trademarks, licenses and other documents.

(b) By accepting or approving anything required to be observed, performed or fulfilled or to be given to Mortgagee for the benefit of the Secured Parties and their successors, assigns, participants and transferees pursuant to this Security Instrument, the Indenture, the Notes or the other Transaction Documents, including, without limitation, any officer's certificate, balance sheet, statement of profit and loss or other financial statement, survey, appraisal, or insurance policy, neither the Mortgagee nor the Noteholders shall be deemed to have warranted, consented to, or affirmed the sufficiency, the legality or effectiveness of same, and such acceptance or approval thereof shall not constitute any warranty or affirmation with respect thereto by Mortgagee or Noteholders.

Section 4.4 Reliance. Mortgagor recognizes and acknowledges that in accepting the Indenture, the Notes, this Security Instrument and the other Transaction Documents, Mortgagee and Noteholders are expressly and primarily relying on the truth and accuracy of the warranties and representations set forth in Article VII of the Indenture without any obligation to investigate the Property and notwithstanding any investigation of the Property by Mortgagee or Noteholders; that such reliance existed on the part of Mortgagee prior to the date hereof, that the warranties and representations are a material inducement to Mortgagee in entering into the Indenture and the Noteholders purchasing the Notes; and that Mortgagee would not be willing to

purchase the Notes and accept this Security Instrument in the absence of the warranties and representations as set forth in Article VII of the Indenture.

## **ARTICLE 5 FURTHER ASSURANCES**

Section 5.1 Recording of Security Instrument, etc. Mortgagor forthwith upon the execution and delivery of this Security Instrument and thereafter, from time to time, will cause this Security Instrument and any of the other Transaction Documents creating a lien or security interest or evidencing the lien hereof upon the Property and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect and perfect the lien or security interest hereof upon, and the interest of Mortgagee on behalf of the Secured Parties in, the Property. Mortgagor will pay all taxes, filing, registration or recording fees, and all actual out-of-pocket expenses incident to the preparation, execution, acknowledgment and/or recording of the Notes, this Security Instrument, the other Transaction Documents, any note, deed of trust or mortgage supplemental hereto, any security instrument with respect to the Property and any instrument of further assurance, and any modification or amendment of the foregoing documents, and all federal, state, county and municipal taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Security Instrument, any deed of trust or mortgage supplemental hereto, any security instrument with respect to the Property or any instrument of further assurance, and any modification or amendment of the foregoing documents, except where prohibited by law so to do.

Section 5.2 Further Acts, etc. Mortgagor will, at the cost of Mortgagor, and without expense to Mortgagee or Noteholders, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, deeds of trust, mortgages, assignments, notices of assignments, transfers and assurances as Mortgagee (at the written direction of the Controlling Party) shall, from time to time, reasonably require, for the better assuring, conveying, assigning, transferring, and confirming unto Mortgagee the property and rights hereby mortgaged, deeded, granted, bargained, sold, conveyed, confirmed, pledged, assigned, warranted and transferred or intended now or hereafter so to be, or which Mortgagor may be or may hereafter become bound to convey or assign to Mortgagee, or for carrying out the intention or facilitating the performance of the terms of this Security Instrument or for filing, registering or recording this Security Instrument, or for complying with all applicable law. Mortgagor, on demand, will execute and deliver, and in the event it shall fail to so execute and deliver within ten (10) days after written request, hereby authorizes Mortgagee to execute in the name of Mortgagor (or in the case of financing statements, without the signature of Mortgagor) to the extent Mortgagee may lawfully do so, one or more financing statements (including, without limitation, initial financing statements and amendments thereto and continuation statements) with or without the signature of Mortgagor as authorized by applicable law, to evidence more effectively the security interest of Mortgagee on behalf of the Secured Parties in the Property. Mortgagor also ratifies its authorization for Mortgagee or the Controlling Party and its counsel to have filed UCC financing statements, amendments thereto and continuation statements, in form and substance satisfactory to Mortgagee (at the written direction of the Controlling Party) describing the collateral as all assets of Mortgagor, all Property of Mortgagor or using words with similar effect. Mortgagor grants to Mortgagee during the existence of an Event of Default an irrevocable power of attorney coupled

with an interest for the purpose of exercising and perfecting any and all rights and remedies available to Mortgagee at law and in equity upon the occurrence and during the continuance of an Event of Default, including without limitation such rights and remedies available to Mortgagee pursuant to this Section 5.2. To the extent not prohibited by applicable law, Mortgagor hereby ratifies all acts Mortgagee shall lawfully do or cause to be done in the future by virtue of such power of attorney exercised during the existence of an Event of Default.

**Section 5.3 Changes in Tax, Debt, Credit and Documentary Stamp Laws.**

(a) If any law is enacted or adopted or amended after the date of this Security Instrument which deducts the Debt from the value of the Property for the purpose of taxation or which imposes a tax, either directly or indirectly, on the Debt or Mortgagee's interest in the Property granted by this Security Instrument (other than income, franchise and other similar taxes), Mortgagor will pay the tax, with interest and penalties thereon, if any (provided that nothing hereunder shall require Mortgagor to pay any income tax imposed on Mortgagee by reason of its interest in the Property).

(b) Mortgagor will not claim or demand or be entitled to any credit or credits on account of the Debt for any part of the Taxes or Other Charges assessed against the Property, or any part thereof, and no deduction shall otherwise be made or claimed from the assessed value of the Property, or any part thereof, for real estate tax purposes by reason of this Security Instrument or the Debt.

(c) If at any time the United States of America, any state thereof or any subdivision of any such state shall require revenue or other stamps to be affixed to the Notes, this Security Instrument, or any of the other Transaction Documents or impose any other tax or charge on the same, Mortgagor will pay for the same, with interest and penalties thereon, provided, that Mortgagor shall have the right to contest such amounts in accordance with the terms and conditions of the Indenture, if any.

**Section 5.4 No Offsets or Counterclaims.** Mortgagor represents and warrants as of the date hereof that there are no offsets, counterclaims or defenses against the Debt, this Security Instrument or the Notes, that Mortgagor has full power, authority and legal right to execute this Security Instrument and to keep and observe all of the terms and provisions of this Security Instrument on Mortgagor's part to be observed or performed and that the Notes and this Security Instrument constitute valid and binding obligations of Mortgagor.

**ARTICLE 6  
DUE ON SALE/ENCUMBRANCE**

**Section 6.1 Reliance by Mortgagee and Noteholders.** Mortgagor acknowledges that Mortgagee has examined and relied on the experience of Mortgagor and its general partners, members, principals and (if Mortgagor is a trust) beneficial owners in owning and operating properties such as the Property in agreeing to make the Obligations, and will continue to rely on Mortgagor's ownership of the Property as a means of maintaining the value of the Property as security for repayment of the Debt and the performance of the Other Obligations. Mortgagor acknowledges that Mortgagee and Noteholders have a valid interest in maintaining the value of

the Property so as to ensure that, should Mortgagor default in the repayment of the Debt or the performance of the Other Obligations, Mortgagee for the benefit of Noteholders can recover the Debt by a sale of the Property.

Section 6.2 No Transfer. Mortgagor shall not permit to occur or suffer any violation or take any action in violation of Section 7.12 of the Indenture.

## ARTICLE 7 RIGHTS AND REMEDIES UPON DEFAULT

Section 7.1 Remedies. To the extent and in the manner permitted by applicable law and consistent with the terms of the Indenture, upon the occurrence and during the continuance of any Event of Default, Mortgagor agrees that Mortgagee (at the written direction of the Controlling Party) may take such action, without notice or demand, as it deems advisable to protect and enforce the rights of Noteholders against Mortgagor and in and to the Property, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Mortgagee or the Controlling Party, in their sole discretion, without impairing or otherwise affecting the other rights and remedies of Mortgagee:

- (a) declare the entire unpaid Debt to be immediately due and payable;
- (b) to the extent permitted by applicable law, institute proceedings, judicial or otherwise, for the complete foreclosure of this Security Instrument under any applicable provision of law, in which case the Property or any interest therein may be sold for cash or upon credit in one or more parcels or in several interests or portions and in any order or manner;
- (c) with or without entry, to the extent permitted and pursuant to the procedures provided by applicable law, institute proceedings for the partial foreclosure of this Security Instrument for the portion of the Debt then due and payable, subject to the continuing lien and security interest of this Security Instrument for the balance of the Debt not then due, unimpaired and without loss of priority;
- (d) sell for cash or upon credit the Property or any part thereof and all estate, claim, demand, right, title and interest of Mortgagor therein and rights of redemption thereof, pursuant to power of sale (if applicable under the laws of the State in which the Property is located), or otherwise, at one or more sales, as an entirety or in parcels, at such time and place, upon such terms and after such notice thereof as may be required or permitted by law;
- (e) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained herein, in the Notes, the Indenture or in the other Transaction Documents;
- (f) recover judgment on the Notes either before, during or after any proceedings for the enforcement of this Security Instrument or the other Transaction Documents;

(g) apply for the appointment of a receiver, trustee, liquidator or conservator of the Property, without notice and without regard for the adequacy of the security for the Debt and without regard for the solvency of Mortgagor, any guarantor, indemnitor with respect to the Obligations or of any Person liable for the payment of the Debt;

(h) the license granted to Mortgagor under Section 1.2 hereof shall automatically be revoked and Mortgagee may enter into or upon the Property, either personally or by its agents, nominees or attorneys and dispossess Mortgagor and its agents and servants therefrom, without liability for trespass, damages or otherwise (except for any damages caused solely by the gross negligence, fraud, willful misconduct or illegal acts of Mortgagee) and exclude Mortgagor and its agents or servants wholly therefrom, and take possession of all books, records and accounts relating thereto and Mortgagor agrees to surrender possession of the Property and of such books, records and accounts to Mortgagee or the Controlling Party upon demand, and thereupon Mortgagee (or its agents or nominees) may subject to applicable law (i) use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every part of the Property and conduct the business thereat; (ii) complete any construction on the Property in such manner and form as Noteholder reasonably deems advisable; (iii) make alterations, additions, renewals, replacements and improvements to or on the Property necessary to preserve the value of the Property; (iv) exercise all rights and powers of Mortgagor with respect to the Property, whether in the name of Mortgagor or otherwise, including, without limitation, the right to make, cancel, enforce or modify Leases, obtain and evict tenants (subject to any non-disturbance agreements that Mortgagee may have entered into with such tenants, if any), and demand, sue for, collect and receive all Rents of the Property and every part thereof; (v) require Mortgagor to pay monthly in advance to Mortgagee, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Property as may be occupied by Mortgagor; (vi) require Mortgagor to vacate and surrender possession of the Property to Mortgagee or to such receiver and, in default thereof, Mortgagor may be evicted by summary proceedings or otherwise; and (vii) apply the receipts from the Property to the payment of the Debt, in such order, priority and proportions as Noteholder shall deem appropriate in its sole discretion after deducting therefrom all expenses (including reasonable attorneys' fees) incurred in connection with the aforesaid operations and all amounts necessary to pay the Taxes, Other Charges, insurance and other expenses in connection with the Property, as well as just and reasonable compensation for the services of Mortgagee, Noteholders, their respective counsel, agents and employees;

(i) exercise any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including, without limiting the generality of the foregoing: (i) the right to take possession of the Fixtures (to the extent held to be personal property), the Equipment and the Personal Property, or any part thereof, and to take such other measures as Mortgagee or the Controlling Party may deem necessary for the care, protection and preservation of the Fixtures, the Equipment and the Personal Property, and (ii) request Mortgagor at its expense to assemble the Fixtures, the Equipment and the Personal Property and make it available to Mortgagee at a convenient place acceptable to Mortgagee. Any notice of sale, disposition or other intended action by

Mortgagee or Noteholder with respect to the Fixtures, the Equipment and/or the Personal Property sent to Mortgagor in accordance with the provisions hereof at least ten (10) days prior to such action, shall constitute commercially reasonable notice to Mortgagor;

(j) subject to any express terms of the Transaction Documents, apply any sums then deposited or held in escrow or otherwise by or on behalf of the Secured Parties in accordance with the terms of the Indenture, this Security Instrument or any other Transaction Document (collectively, “Escrow Deposits”) to the payment of the following items in any order in its uncontrolled discretion:

- (i) Taxes and Other Charges;
- (ii) Insurance Premiums;
- (iii) Interest on the unpaid principal balance of the Notes;
- (iv) Amortization of the unpaid principal balance of the Notes;
- (v) All other sums payable pursuant to the Notes, the Indenture, this Security Instrument and the other Transaction Documents, including without limitation advances made pursuant to the terms of this Security Instrument;

provided that any Escrow Deposits remaining on deposit with Mortgagee following application of the Escrow Deposits by Mortgagee as provided above shall be returned to Mortgagor in accordance with and subject to the terms and provisions of the Indenture and the other Transaction Documents.

(k) Apply the undisbursed balance of any deposit made by Mortgagor with Mortgagee or Noteholders in connection with the restoration of the Property after a casualty or condemnation, together with interest thereon, to the payment of the Debt in such order, priority and proportions as the Controlling Party shall deem to be appropriate in its discretion; or

(l) pursue such other remedies as Mortgagee and any Noteholder may have under applicable law;

In the event of a sale, by foreclosure, power of sale or otherwise, of less than all of Property, this Security Instrument shall continue as a lien and security interest on the remaining portion of the Property unimpaired and without loss of priority.

**Section 7.2 Application of Proceeds.** Subject to the terms of the Indenture and applicable law, upon the occurrence and during the continuance of an Event of Default, the purchase money, proceeds and avails of any disposition of the Property, and or any part thereof, or any other sums collected by Mortgagee and Noteholders and their successors, assigns, participants and transferees pursuant to the Notes, this Security Instrument or the other Transaction Documents during the continuance of an Event of Default, may be applied by Noteholders to the payment of the Debt in accordance with the Indenture.

**Section 7.3 Right to Cure Defaults.** To the extent, and in the manner provided by applicable law, upon the occurrence and during the continuance of any Event of Default or if Mortgagor fails to make any payment or to do any act as herein provided, then after the expiration of any applicable notice and cure period, if any, Mortgagee or the Controlling Party may, but without any obligation to do so and without notice to or demand on Mortgagor and without releasing Mortgagor from any obligation hereunder, make or do the same in such manner and to such extent as Noteholder may deem necessary to protect the security hereof. Mortgagee is authorized to enter upon the Property for such purposes, or appear in, defend, or bring any action or proceeding to protect the Secured Parties' interest in the Property or, during the continuance of an Event of Default, to foreclose this Security Instrument or collect the Debt, and the cost and expense thereof (including reasonable attorneys' fees to the extent permitted by law), with interest as provided in this Section 7.3, shall constitute a portion of the Debt and shall be due and payable to the relevant Person upon written demand. All such costs and expenses incurred by Mortgagee or Noteholders in remedying such Event of Default or such failed payment or act or in appearing in, defending, or bringing any such action or proceeding shall bear interest at any such default rate specified in the Indenture (the "Default Rate"), for the period after notice from Mortgagee that such cost or expense was incurred to the date of payment to the relevant Person. All such costs and expenses incurred by Mortgagee or Noteholders together with interest thereon calculated at the Default Rate shall be deemed to constitute a portion of the Debt and be secured by this Security Instrument and the other Transaction Documents and shall be immediately due and payable upon five (5) business days written demand by the relevant Person therefor.

**Section 7.4 Actions and Proceedings.** To the extent provided for in the Indenture, Mortgagee has the right to appear in and defend any action or proceeding brought with respect to the Property and, provided that, if no Event of Default has occurred and is continuing, Mortgagee shall endeavor to cooperate with Mortgagor and its legal counsel with respect to any defense by Mortgagee of any such action. Subject to the terms of the Indenture, Mortgagee shall also have the right to bring any action or proceeding, in the name and on behalf of Mortgagor, which the Controlling Party, in its discretion, decides should be brought to protect Secured Parties' interest in the Property; provided that Mortgagee shall notify Mortgagor that it intends to bring such action at least ten (10) days prior to Mortgagee instituting any such action (unless (a) an Event of Default has occurred and is continuing or (b) the provision of such notice by Mortgagee reasonably threatens to materially prejudice Mortgagee's rights or materially adversely affect Mortgagee's interest in the Property, in either of which events such notice shall not be required), and Mortgagee shall endeavor to provide to Mortgagor and its legal counsel reasonable periodic status updates as to any such action brought by Mortgagee.

**Section 7.5 Recovery of Sums Required to be Paid.** Subject to the terms of the Indenture, Mortgagee shall have the right from time to time to take action to recover any sum or sums which constitute a part of the Debt as the same become due, without regard to whether or not the balance of the Debt shall be due, and without prejudice to the right of Mortgagee or Noteholders thereafter to bring an action of foreclosure, or any other action, for an Event of Default by Mortgagor existing at the time such earlier action was commenced.

**Section 7.6 Intentionally Omitted.**

**Section 7.7 Other Rights, etc.**

(a) The failure of Mortgagee or Noteholders to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Security Instrument. Mortgagor shall not be relieved of Mortgagor's obligations hereunder by reason of (i) the failure of Mortgagee or Noteholders to comply with any request of Mortgagor or any guarantor or indemnitor with respect to the Loan to take any action to foreclose this Security Instrument or otherwise enforce any of the provisions hereof or of the Notes or the other Transaction Documents upon the occurrence and during the continuance of an Event of Default, (ii) the release, regardless of consideration, of the whole or any part of the Property, or of any person liable for the Debt or any portion thereof, except to the extent expressly set forth in any documents evidencing or affecting such release, or (iii) any agreement or stipulation by Mortgagee or the Controlling Party extending the time of payment or otherwise modifying or supplementing the terms of the Notes, this Security Instrument or the other Transaction Documents.

(b) It is agreed that the risk of loss or damage to the Property is on Mortgagor, and neither Mortgagee nor Noteholders shall have any liability whatsoever for decline in value of the Property, except to the extent caused by gross negligence, willful misconduct or illegal acts of such Person. Possession by Mortgagee or Noteholders shall not be deemed an election of judicial relief if any such possession is requested or obtained with respect to any Property or collateral not in Mortgagee's or Noteholders' possession.

(c) During the continuance of an Event of Default, Noteholders may resort for the payment of the Debt to any other security held by Mortgagee in such order and manner as the Controlling Party, in its discretion, may elect. Upon the occurrence and during the continuance of an Event of Default, Mortgagee (at the written direction of the Controlling Party) may take action to recover the Debt, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Mortgagee thereafter to foreclose this Security Instrument. The rights of Mortgagee, Noteholders and the Controlling Party under this Security Instrument shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Mortgagee or Noteholders shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision. Noteholders and Mortgagee shall not be limited exclusively to the rights and remedies herein stated but shall be entitled to every right and remedy now or hereafter afforded at law or in equity.

**Section 7.8 Right to Release Any Portion of the Property.** Subject to the terms and conditions of the Indenture, the Controlling Party may direct Mortgagee upon written instructions from Mortgagee or the Controlling Party, to release any portion of the Property for such consideration as the Controlling Party may require without, as to the remainder of the Property, in any way impairing or affecting the lien or priority of this Security Instrument, or improving the position of any subordinate lienholder with respect thereto, except to the extent that the obligations hereunder shall have been reduced by the actual monetary consideration, if any, received by Noteholder for such release, and may accept by assignment, pledge or otherwise any other property in place thereof as the Controlling Party may require without being accountable for so doing to any other lienholder. This Security Instrument shall continue as a lien and security interest in the remaining portion of the Property. Subject to the terms and conditions of the Indenture, Mortgagee may take or release from the liens created by the Transaction Documents

other security for the payment of the Debt, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the reduction or satisfaction of the Debt without prejudice to any of its rights under this Security Instrument.

**Section 7.9 Intentionally Omitted.**

**Section 7.10 Recourse and Choice of Remedies.** To the full extent permitted by applicable law, notwithstanding any other provision of this Security Instrument, Mortgagee, the Noteholders and their respective successors, assigns, participants and transferees (hereinafter referred to collectively as the "**Indemnified Parties**") are entitled to enforce the obligations of Mortgagor, any guarantor and indemnitor in accordance with the Indenture, including, without limitation, Sections 9.1 and 10.5 of the Indenture, without first resorting to or exhausting any security or collateral and without first having recourse to the Notes or any of the Property, through foreclosure or acceptance of a deed in lieu of foreclosure or otherwise, and in the event Mortgagee commences a foreclosure action against the Property, Mortgagee is entitled to pursue a deficiency judgment with respect to such obligations against Mortgagor and any guarantor or indemnitor with respect to the Obligations. Notwithstanding the foregoing, nothing herein shall inhibit or prevent Mortgagee or Noteholders from foreclosing or exercising any other rights and remedies pursuant to the Indenture, the Notes, this Security Instrument and the other Transaction Documents, whether simultaneously with foreclosure proceedings or in any other sequence. A separate action or actions may be brought and prosecuted against Mortgagor pursuant to Sections 9.1 and 10.5 of the Indenture, whether or not action is brought against any other Person or whether or not any other Person is joined in the action or actions. In addition, Noteholders shall have the right but not the obligation to join and participate in, as a party if it so elects, any administrative or judicial proceedings or actions initiated in connection with any matter addressed in Section 9.9 of the Indenture.

**Section 7.11 Right of Entry.** To the extent provided for in the Indenture, subject to the rights of tenants, upon reasonable prior written notice to Mortgagor, Mortgagee (or, at Noteholders' election, Noteholders) and its agents shall have the right to enter and inspect the Property at all reasonable times during business hours, subject to the rights of tenants under leases.

**Section 7.12 Bankruptcy.**

(a) Upon the occurrence and during the continuance of an Event of Default, Mortgagee (or, at Noteholders' election, Noteholders) shall have the right, and Mortgagor hereby assigns to Mortgagee its right and irrevocably constitutes and appoints Mortgagee its attorney-in-fact, coupled with an interest, to proceed in its own name or in the name of Mortgagor in respect of any claim, suit, action or proceeding relating to the rejection of any Lease, including, without limitation, the right to file and prosecute, to the exclusion of Mortgagor, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of the lessee under such Lease under the Bankruptcy Code.

(b) If there shall be filed by or against Mortgagor a petition under the Bankruptcy Code and Mortgagor, as lessor under any Lease, shall determine to reject such Lease pursuant to Section 365(a) of the Bankruptcy Code, then Mortgagor shall give

Mortgagee and Noteholders not less than ten (10) days' prior notice of the date on which Mortgagor shall apply to the bankruptcy court for authority to reject the Lease. The Controlling Party shall have the right, but not the obligation, to serve upon Mortgagor within such ten (10) day period a notice stating that (i) the Controlling Party demands that Mortgagor assume and assign the Lease to Mortgagee (or, at the Controlling Party's election, Noteholders) pursuant to Section 365 of the Bankruptcy Code and (ii) Noteholders covenant to cure or provide adequate assurance of future performance under the Lease. If the Controlling Party serves upon Mortgagor the notice described in the preceding sentence, Mortgagor shall not seek to reject the Lease and shall comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after the notice shall have been given, subject to the performance by the Controlling Party of the covenant provided for in clause (ii) of the preceding sentence.

## **ARTICLE 8 ENVIRONMENTAL HAZARDS**

Section 8.1 Environmental Covenants. Mortgagor has provided representations, warranties and covenants regarding environmental matters set forth in Section 8.31 of the Indenture and Mortgagor shall comply with the aforesaid covenants regarding environmental matters.

## **ARTICLE 9 INDEMNIFICATION**

Section 9.1 General Indemnification. The provisions of Section 10.5 of the Indenture are hereby incorporated by reference into this Security Instrument to the same extent and with the same force as if fully set forth herein.

Section 9.2 Mortgage and/or Intangible Tax. Mortgagor shall, at its sole cost and expense, protect, defend, indemnify, release and hold harmless the Indemnified Parties from and against any and all losses imposed upon or incurred by or asserted against any Indemnified Parties and directly or indirectly arising out of or in any way relating to any tax on the making and/or recording of this Security Instrument, the Notes or any of the other Transaction Documents (including the costs and expenses (including the legal fees and expenses) of enforcing the indemnification obligations of Mortgagor), but excluding any income, franchise or other similar taxes. Mortgagor hereby agrees that, in the event that it is determined that any documentary stamp taxes or intangible personal property taxes are due hereon or on any mortgage or promissory note executed in connection herewith (including, without limitation, the Notes), Mortgagor shall indemnify and hold harmless the Indemnified Parties for all such documentary stamp and/or intangible taxes, including all penalties and interest assessed or charged in connection therewith.

Section 9.3 Duty to Defend; Attorneys' Fees and Other Fees and Expenses. In connection with any indemnification obligations of Mortgagor under the Transaction Documents, upon written request by any Indemnified Party, Mortgagor shall defend such Indemnified Party (if requested by any Indemnified Party, in the name of the Indemnified Party) by attorneys and other professionals reasonably approved by the Indemnified Parties (and attorneys and other professionals selected by Mortgagor's insurance carrier shall be deemed approved by the

Indemnified Parties), which approval shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, if the defendants in any such claim or proceeding include both Mortgagor and any Indemnified Party and Mortgagor and such Indemnified Party shall have reasonably concluded that there are any legal defenses available to it and/or other Indemnified Parties that are different from or additional to those available to Mortgagor, such Indemnified Party shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on behalf of such Indemnified Party, provided that (a) no compromise or settlement shall be entered without Mortgagor's consent, which consent shall not be unreasonably withheld, conditioned or delayed and (b) in no event shall Mortgagor be obligated to pay for more than one law firm with respect to all the Indemnified Parties unless any Indemnified Party shall have reasonably concluded that there may be legal defenses available to it that are different from or additional to those available to Mortgagor or that the position of any Indemnified Party is in conflict with another Indemnified Party. Within ten (10) Business Days after Mortgagor's receipt of Indemnified Party's written demand, Mortgagor shall pay or, in the sole and absolute discretion of the Indemnified Parties, reimburse, the Indemnified Parties for the payment of reasonable and actual out-of-pocket third-party fees and out-of-pocket disbursements of attorneys, engineers, environmental consultants, laboratories and other professionals in connection therewith.

## **ARTICLE 10 WAIVERS**

Section 10.1 Waiver of Counterclaim. To the extent permitted by applicable law and except as otherwise specifically provided herein, Mortgagor hereby waives the right to assert a counterclaim, other than a mandatory or compulsory counterclaim, in any action or proceeding brought against it by Mortgagee or Noteholders arising out of or in any way connected with this Security Instrument, the Indenture, the Notes, any of the other Transaction Documents, or the Obligations (provided, however, that the foregoing shall not be deemed a waiver of Mortgagor's right to bring actions or defenses in good faith that are not frivolous, subject to and in accordance with the Indenture and the other Transaction Documents).

Section 10.2 Marshalling and Other Matters. To the extent permitted by applicable law, Mortgagor hereby waives the benefit of all appraisal, valuation, stay, extension, reinstatement and redemption laws now or hereafter in force and all rights of marshalling in the event of any sale hereunder of the Property or any part thereof or any interest therein. Further, Mortgagor hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Security Instrument on behalf of Mortgagor, and on behalf of each and every person acquiring any interest in or title to the Property subsequent to the date of this Security Instrument and on behalf of all persons to the extent permitted by applicable law.

Section 10.3 Waiver of Notice. To the extent permitted by applicable law, Mortgagor shall not be entitled to any notices of any nature whatsoever from Mortgagee or Noteholders except with respect to matters for which this Security Instrument specifically and expressly provides for the giving of notice by Mortgagee to Mortgagor and except with respect to matters for which Mortgagee is required by applicable law to give notice, and Mortgagor hereby expressly waives the right to receive any notice from Mortgagee with respect to any matter for

which this Security Instrument does not specifically and expressly provide for the giving of notice by Mortgagee to Mortgagor.

Section 10.4 Waiver of Statute of Limitations. To the extent permitted by applicable law, Mortgagor hereby expressly waives and releases to the fullest extent permitted by law, the pleading of any statute of limitations as a defense to payment of the Debt or performance of its Other Obligations.

Section 10.5 Survival. Subject to the terms of the Indenture and the other Transaction Documents, the indemnifications made pursuant to Article 9 herein shall continue in full force and effect until the payment in full of the Debt and shall in no way be impaired by any of the following: any satisfaction or other termination of this Security Instrument, any assignment or other transfer of all or any portion of this Security Instrument or Mortgagee's or any Noteholders' interest in the Property (but, in such case, shall benefit both Indemnified Parties and any assignee or transferee) in accordance with the Indenture, any exercise of Mortgagee's or Noteholders' rights and remedies pursuant hereto including, but not limited to, foreclosure or acceptance of a deed in lieu of foreclosure, any exercise of any rights and remedies pursuant to the Indenture, the Notes or any of the other Transaction Documents, any transfer of all or any portion of the Property (whether by Mortgagor or by Mortgagee or Noteholders following foreclosure or acceptance of a deed in lieu of foreclosure or at any other time), any amendment to this Security Instrument, the Indenture, the Notes or the other Transaction Documents, and any act or omission that might otherwise be construed as a release or discharge of Mortgagor from the obligations pursuant hereto. Notwithstanding the provisions of this Security Instrument to the contrary, the liabilities and obligations of Mortgagor shall not apply to the extent such liability and obligations arise after any Indemnified Party or its nominee acquired title to the Property, whether by foreclosure, deed in lieu of foreclosure, exercise of power of sale or otherwise.

**ARTICLE 11  
INTENTIONALLY OMITTED**

**ARTICLE 12  
NOTICES**

All notices or other written communications hereunder shall be delivered in accordance with Section 14.1 of the Indenture.

**ARTICLE 13  
APPLICABLE LAW**

Section 13.1 GOVERNING LAW.

(a) **THIS SECURITY INSTRUMENT WAS NEGOTIATED IN THE STATE OF NEW YORK, AND MADE BY MORTGAGOR AND ACCEPTED BY MORTGAGEE IN THE STATE OF NEW YORK, WHICH STATE THE PARTIES AGREE HAS A SUBSTANTIAL RELATIONSHIP TO THE PARTIES AND TO THE UNDERLYING TRANSACTION EMBODIED HEREBY, AND IN**

**ALL RESPECTS, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS SECURITY INSTRUMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE (WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS) AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA, EXCEPT THAT AT ALL TIMES (I) THE PROVISIONS FOR THE CREATION, PERFECTION, PRIORITY AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS CREATED PURSUANT HERETO AND PURSUANT TO THE OTHER TRANSACTION DOCUMENTS WITH RESPECT TO THE PROPERTY (OTHER THAN THAT DESCRIBED IN SUBPARAGRAPH II BELOW) SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAW OF THE STATE IN WHICH THE PROPERTY AND FIXTURES ARE LOCATED AND (II) WITH RESPECT TO THE PERFECTION, PRIORITY AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS CREATED BY THIS SECURITY INSTRUMENT AND THE OTHER TRANSACTION DOCUMENTS IN PROPERTY WHOSE PERFECTION AND PRIORITY IS COVERED BY ARTICLE 9 OF THE UCC (INCLUDING, WITHOUT LIMITATION, THE ACCOUNTS), THE LAW OF THE JURISDICTION APPLICABLE IN ACCORDANCE WITH SECTIONS 9-301 THROUGH 9-307 OF THE UCC AS IN EFFECT IN THE STATE OF NEW YORK SHALL GOVERN. TO THE FULLEST EXTENT PERMITTED BY LAW, MORTGAGOR HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS SECURITY INSTRUMENT AND THE NOTES, AND THIS SECURITY INSTRUMENT AND THE NOTES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK PURSUANT TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW EXCEPT AS SPECIFICALLY SET FORTH ABOVE.**

**(b) ANY LEGAL SUIT, ACTION OR PROCEEDING AGAINST MORTGAGEE, NOTEHOLDERS OR MORTGAGOR ARISING OUT OF OR RELATING TO THIS SECURITY INSTRUMENT MAY AT MORTGAGEE'S OPTION BE INSTITUTED IN ANY FEDERAL OR STATE COURT IN THE CITY OF NEW YORK, COUNTY OF NEW YORK, PURSUANT TO SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW, AND MORTGAGOR WAIVES ANY OBJECTIONS WHICH IT MAY NOW OR HEREAFTER HAVE BASED ON VENUE AND/OR FORUM NON CONVENIENS OF ANY SUCH SUIT, ACTION OR PROCEEDING, AND MORTGAGOR HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUIT, ACTION OR PROCEEDING. MORTGAGOR DOES HEREBY DESIGNATE AND APPOINT:**

**CORPORATION SERVICE COMPANY  
19 WEST 44TH STREET, SUITE 200**

**NEW YORK, NEW YORK 10036**

**AS ITS AUTHORIZED AGENT TO ACCEPT AND ACKNOWLEDGE ON ITS BEHALF SERVICE OF ANY AND ALL PROCESS WHICH MAY BE SERVED IN ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY FEDERAL OR STATE COURT IN NEW YORK, NEW YORK, AND AGREES THAT SERVICE OF PROCESS UPON SAID AGENT AT SAID ADDRESS AND WRITTEN NOTICE OF SAID SERVICE MAILED OR DELIVERED TO MORTGAGOR IN THE MANNER PROVIDED HEREIN SHALL BE DEEMED IN EVERY RESPECT EFFECTIVE SERVICE OF PROCESS UPON MORTGAGOR IN ANY SUCH SUIT, ACTION OR PROCEEDING IN THE STATE OF NEW YORK. MORTGAGOR (I) SHALL GIVE PROMPT NOTICE TO MORTGAGEE AND NOTEHOLDERS OF ANY CHANGED ADDRESS OF ITS AUTHORIZED AGENT HEREUNDER, (II) MAY AT ANY TIME AND FROM TIME TO TIME DESIGNATE A SUBSTITUTE AUTHORIZED AGENT WITH AN OFFICE IN NEW YORK, NEW YORK (WHICH SUBSTITUTE AGENT AND OFFICE SHALL BE DESIGNATED AS THE PERSON AND ADDRESS FOR SERVICE OF PROCESS), AND (III) SHALL PROMPTLY DESIGNATE SUCH A SUBSTITUTE IF ITS AUTHORIZED AGENT CEASES TO HAVE AN OFFICE IN NEW YORK, NEW YORK OR IS DISSOLVED WITHOUT LEAVING A SUCCESSOR.**

Section 13.2 Usury Laws. Notwithstanding anything to the contrary, (a) all agreements and communications between Mortgagor, Mortgagee and Noteholders and their successors, assigns, participants and transferees are hereby and shall automatically be limited so that, after taking into account all amounts deemed interest, the interest contracted for, charged or received by Mortgagee shall never exceed the maximum non-usurious interest rate, if any, that at any time or from time to time may be contracted for, taken, reserved, charged, or received on the indebtedness evidenced by the Notes and as provided for herein or the other Transaction Documents, under the laws of such state or states whose laws are held by any court of competent jurisdiction to govern the interest rate provisions of the Obligations (the "**Maximum Legal Rate**") or amount, (b) in calculating whether any interest exceeds the Maximum Legal Rate, all such interest shall be amortized, prorated, allocated and spread over the full amount and term of all principal indebtedness of Mortgagor and the Club Holders to Mortgagee and Noteholders and their respective successors, assigns, participants and transferees, and (c) if through any contingency or event, Mortgagee receives or is deemed to receive interest in excess of the Maximum Legal Rate, any such excess shall be deemed to have been applied toward payment of the principal of any and all then outstanding indebtedness of Mortgagor and Club Holders to Mortgagee and Noteholders and their respective successors, assigns, participants and transferees, or if there is no such indebtedness, shall immediately be returned to Mortgagor.

Section 13.3 Provisions Subject to Applicable Law. All rights, powers and remedies provided in this Security Instrument may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law and are intended to be limited to the extent necessary so that they will not render this Security Instrument invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law. If any term of this Security Instrument or any application thereof shall be invalid or unenforceable, the remainder of this Security Instrument and any other application of the term shall not be affected thereby.

## **ARTICLE 14 DEFINITIONS**

All capitalized terms not defined herein shall have the respective meanings set forth in the Indenture. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Security Instrument may be used interchangeably in singular or plural form and the word "**Mortgagor**" shall mean "each Mortgagor and any subsequent owner or owners of the Property or any part thereof or any interest therein," the term "**Club Holder**" shall mean the entities listed on Schedule I attached hereto and any subsequent maker or makers of the Notes, jointly and severally, and to include the successors, assigns, participants and transferees of each such Person, the word "**Property**" shall include any portion of the Property and any interest therein, and the phrases "attorneys' fees", "legal fees" and "counsel fees" shall include any and all attorneys', paralegal and law clerk fees and disbursements, including, but not limited to, fees and disbursements at the pre-trial, trial and appellate levels incurred or paid by Mortgagee and Noteholders in protecting Noteholder's interest in the Property, the Leases and the Rents and enforcing its rights hereunder.

## **ARTICLE 15 MISCELLANEOUS PROVISIONS**

Section 15.1 No Oral Change. This Security Instrument, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Mortgagor, Mortgagee or Noteholders, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought or by repayment of the Debt in full in accordance with the Indenture.

Section 15.2 Successors and Assigns. This Security Instrument shall be binding upon and inure to the benefit of Mortgagor, Mortgagee and Noteholders and their respective successors, assigns, participants and transferees forever.

Section 15.3 Inapplicable Provisions. If any term, covenant or condition of the Indenture, the Notes or this Security Instrument is held to be invalid, illegal or unenforceable in any respect, the Indenture, the Notes and this Security Instrument shall be construed without such provision.

Section 15.4 Headings, etc. The headings and captions of various Sections of this Security Instrument are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

Section 15.5 Number and Gender. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

Section 15.6 Subrogation. If any or all of the proceeds of the Notes have been used to extinguish, extend or renew any indebtedness heretofore existing against the Property, then, to the extent of the funds so used, Mortgagee and Noteholders shall be subrogated to all of

the rights, claims, liens, titles, and interests existing against the Property heretofore held by, or in favor of, the holder of such indebtedness and such former rights, claims, liens, titles, and interests, if any, are not waived but rather are continued in full force and effect in favor of Mortgagee and Noteholders and are merged with the lien and security interest created herein as cumulative security for the repayment of the Debt, the performance and discharge of Mortgagor's obligations hereunder, under the Indenture, the Notes and the other Transaction Documents and the performance and discharge of the Other Obligations.

Section 15.7 Entire Agreement. The Notes, the Indenture, this Security Instrument and the other Transaction Documents constitute the entire understanding and agreement between the parties hereto and thereto in respect of the transactions contemplated hereby and thereby, and all prior agreements among or between such parties, whether oral or written, are superseded by the terms of this Security Instrument and the other Transaction Documents.

Section 15.8 Cross-Collateralization and Cross Default. In accordance with the terms and conditions of the Indenture, without limitation to any other right or remedy provided to Noteholders or Mortgagee in this Security Instrument or any of the other Transaction Documents, Mortgagor acknowledges and agrees that (i) any Event of Default occurring under the Transaction Documents (regardless as to whether the same constitutes a breach by Mortgagor of its obligations under this Security Instrument) constitutes an Event of Default for purposes of this Security Instrument, and during the continuance of an Event of Default, to the fullest extent permitted by law, each of Noteholders and Mortgagee shall have the right to pursue all of its rights and remedies under this Security Instrument and/or under any of the other Transaction Documents in one proceeding, or separately and independently in separate proceedings which Noteholders, in its sole and absolute discretion, shall determine from time to time; (ii) none of Noteholders or Mortgagee shall be required to marshal assets, sell any collateral for the Loan or the Notes in any inverse order of alienation, or be subjected to any "one action" or "election of remedies" law or rule; (iii) the exercise by Noteholders or Mortgagee of any remedies against any of the collateral for the Loan or the Notes shall not impede Noteholders or Mortgagee from subsequently or simultaneously exercising remedies against other collateral for the Loan or the Notes; (iv) all liens and other rights, remedies and privileges provided to Noteholders and Mortgagee in the Transaction Documents or otherwise shall remain in full force and effect until Noteholders and Mortgagee have exhausted all of their remedies against the collateral for the Obligations and the Notes and all of the collateral for the Obligations and the Notes has been foreclosed, sold and/or otherwise realized upon in satisfaction of the Obligations and the Notes; and (v) all of the Property shall remain security for the performance of all of Mortgagor's obligations hereunder, under the Notes and under any of the Transaction Documents.

Section 15.9 Limitation on Mortgagee's or Noteholders' Responsibility. No provision of this Security Instrument shall operate to place any obligation or liability for the control, care, management or repair of the Property upon Mortgagee or Noteholders, nor shall it operate to make Mortgagee or Noteholders responsible or liable for any waste committed on the Property by the tenants or any other Person, or for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger except as a result of direct actions of Mortgagee after a Foreclosure that constitute gross negligence or willful

misconduct. Nothing herein contained shall be construed as constituting Mortgagee or Noteholders a “mortgagee in possession.” Notwithstanding anything to the contrary contained in this Security Instrument, the named Mortgagee (as identified in the introductory paragraph to this Security Instrument) is not acting in its individual capacity under this Security Instrument but is acting solely in its capacity as Mortgagee for the Secured Parties.

Section 15.10 Joint and Several. If more than one Person has executed this Security Instrument as “Mortgagor,” the representations, covenants, warranties and obligations of all such Persons hereunder shall be joint and several.

Section 15.11 Counterparts. This Security Instrument may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Security Instrument may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which shall constitute a single agreement. The failure of any party hereto to execute this Security Instrument, or any counterpart thereof, shall not relieve the other signatories from their obligations hereunder.

Section 15.12 Release or Assignment of Security Instrument. If all of the Debt is indefeasibly paid in full, upon the written request of, and at the sole cost of, Mortgagor, Mortgagee shall reasonably cooperate with Mortgagor to release the lien of this Security Instrument in accordance with the Indenture. To the extent requested by Mortgagor in writing, Mortgagee agrees to cooperate with Mortgagor to assign the Note and this Security Instrument to such party as may be designated by Mortgagor upon the repayment (or purchase by another lender designated by Mortgagor) in full of the Debt encumbering the Property and Collateral will cooperate (at Mortgagor’s cost) in the preparation of all of the reasonably requested documentation to effectuate such an assignment. All costs incurred by Mortgagee under this paragraph, including, without limitation, third-party attorney’s fees and disbursements, promptly shall be reimbursed by Mortgagor.

Section 15.13 Conflict of Terms. In case of any conflict between the terms of this Security Instrument and the terms of the Indenture, the terms of the Indenture shall prevail.

Section 15.14 Severability. In case any one or more of the provisions of this Security Instrument, the Notes, the Indenture, any of the other Transaction Documents, or any other agreement now or hereafter executed in connection with any one or more of the foregoing is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof or thereof. Each of the provisions of every such agreement, document or instrument shall be enforceable by Mortgagee to the fullest extent now or hereafter permitted by law.

Section 15.15 Indenture Trustee. In acting as Secured Party hereunder, Mortgagee shall have all of the rights, protections, immunities and indemnities as it has in its role as “Indenture Trustee” under the Indenture.

**ARTICLE 16**  
**STATE-SPECIFIC PROVISIONS**

Section 16.1 Principles of Construction. In the event of any inconsistencies between the terms and conditions of this Article 16 and the other terms and conditions of this Security Instrument, the terms and conditions of this Article 16 shall control and be binding.

Section 16.2 Remedies. In addition to the rights and remedies set forth herein, at the option of Mortgagee (at the written direction of Controlling Party), this Security Instrument may be foreclosed in any manner now or hereafter provided by Alabama law, and Mortgagee (at the written direction of Controlling Party), or its agent, for the benefit of the Noteholders, may sell the Property or any part of the Property at one or more public sales before the door of the courthouse of the county or counties, as may be required, in which the Land or any part of the Land is situated, after having first given notice of the time, place and terms of sale at least once a week for three (3) successive weeks preceding the date of such sale in some newspaper published in said county or counties, as may be required. At any such sale, Mortgagee (at the written direction of Controlling Party) may execute and deliver to the purchaser a conveyance of the Property or any part of the Property. In the event of any sale under this Security Instrument by virtue of the exercise of the powers herein granted, or pursuant to any order in any judicial proceedings or otherwise, the Property may be sold as an entirety or in separate parcels and in such manner or order as Mortgagee (at the written direction of Controlling Party) in its sole discretion may elect.

Any sale may be adjourned by Mortgagee, or its agent, for the benefit of the Noteholders, and reset at a later date without additional publication; provided that an announcement to that effect be made at the scheduled place of sale at the time and on the date the sale is originally set.

Section 16.3 Foreclosure Deeds. To the extent permitted by applicable law, Mortgagor hereby authorizes and empowers Mortgagee or the auctioneer at any foreclosure sale had hereunder, for and in the name of Mortgagor, to execute and deliver to the purchaser or purchasers of any of the Mortgaged Property sold at foreclosure good and sufficient deeds of conveyance or bills of sale thereto.

Section 16.4 Multiple Sales. If an Event of Default exists, Mortgagee shall have the option to proceed with foreclosure, either through the courts or by power of sale as provided for in this Mortgage, but without declaring the whole Debt due. Any such sale may be made subject to the unmatured part of the Debt, and such sale, if so made, shall not affect the unmatured part of the Debt, but as to such unmatured part of the Debt this Mortgage shall remain in full force and effect as though no sale had been made under this Mortgage. Several sales may be made hereunder without exhausting the right of sale for any remaining part of the Debt, whether then matured or unmatured, the purpose hereof being to provide for a foreclosure and sale of the Mortgaged Property for any matured part of the Debt without exhausting the power of foreclosure and the power to sell the Mortgaged Property for any other part of the Debt, whether matured at the time or subsequently maturing.

Section 16.5 Prerequisites of Sales. In case of any sale of the Mortgaged Property as authorized by this Mortgage, all prerequisites to the sale shall be presumed to have been

performed, and in any conveyance given hereunder all statements of facts, or other recitals therein made, as to the nonpayment of any of the Debt or as to the advertisement of sale, or the time, place and manner of sale, or as to any other fact or thing, shall be taken in all courts of law or equity as rebuttably presumptive evidence that the facts so stated or recited are true.

**Section 16.6 Application of Proceeds.** All payments received by Administrative Agent as proceeds of the Mortgaged Property, or any part thereof, as well as any and all amounts realized by Administrative Agent in connection with the enforcement of any right or remedy under or with respect to this Mortgage, shall be applied by Administrative Agent as follows: (i) to the payment of all necessary expenses incident to the execution of any foreclosure sale or sales or other remedies under this Mortgage, including reasonable attorneys' fees as provided herein, (ii) to the payment in full of any of the Debt that are then due and payable (including without limitation principal, accrued interest, advances and all other sums secured hereby) and to the payment of attorneys' fees as provided herein and in the Credit Agreement, and (iii) the remainder, if any, shall be paid to Mortgagee or such other person or persons as may be entitled thereto by law, after deducting therefrom the cost of ascertaining their identity.

**Section 16.7 Future Advances, Revolving and Open End Loans, and Other Debts.** It is expressly understood that this Mortgage is intended to and does secure not only the Loans, but also future advances, obligations and liabilities, direct or contingent, of the Mortgagor to the Lenders, whether now existing or hereafter arising, and any and all extensions, renewals, modifications and refinancings of same, or any part thereof, existing at any time before actual cancellation of this instrument on the probate records of the county or counties where the Mortgaged Property is located, and whether the same be evidenced by note, open account, assignment, endorsement, guaranty, pledge or otherwise. The Loans may, if provided in the applicable Loan Documents, provide for revolving or open end loans and advances, all of which shall be secured by this Mortgage.

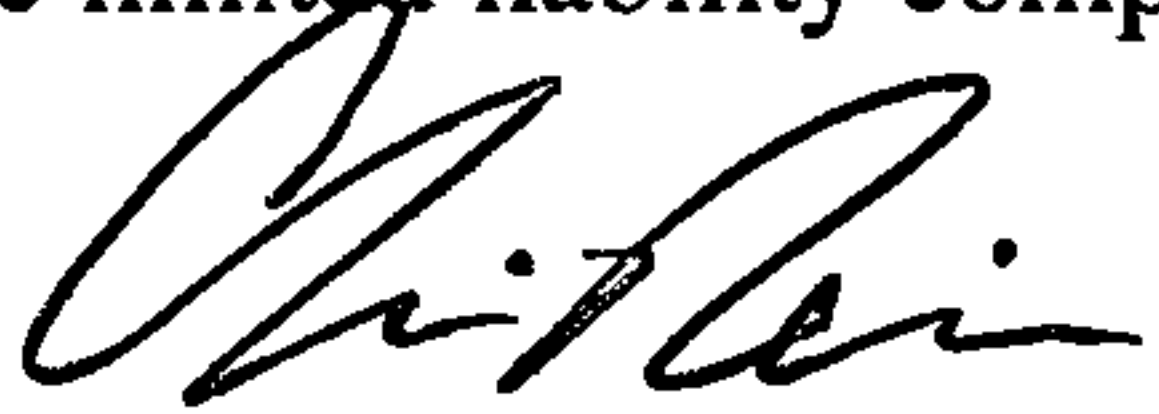
**Section 16.8 Additional Fixture Filing Language.** This Mortgage shall be effective as a financing statement filed as a fixture filing with respect to all fixtures included in the Mortgaged Property and is to be filed and recorded in, among other places, the real estate records of the county where the Mortgaged Property is located. For this purpose the following information is included: The Mortgaged Property is described by item or type in the granting clauses. Mortgagor is the debt-or, and Mortgagee is the secured party. The names of the debtor (Mortgagor) and the secured party (Mortgagee) are given in the first paragraph of this Mortgage. The mailing addresses of Mortgagee set out in the first paragraph hereof are addresses of the secured party from which information concerning the security interest may be obtained. The mailing address of the Mortgagor set out in the first paragraph hereof is a mailing address for the debtor. A statement indicating the types, or describing the items, of collateral is set forth in the granting clauses of this Mortgage. The real estate to which the goods are or are to be affixed is described in Exhibit A. The Mortgagor is the record owner of the Land.

**[NO FURTHER TEXT ON THIS PAGE]**

IN WITNESS WHEREOF, THIS SECURITY INSTRUMENT has been executed by Grantor as of the day and year first above written.

**GRANTOR:**

**HGC RIVERCHASE, LLC,**  
a Delaware limited liability company

By:   
Name: Chris Reiss  
Title: Secretary

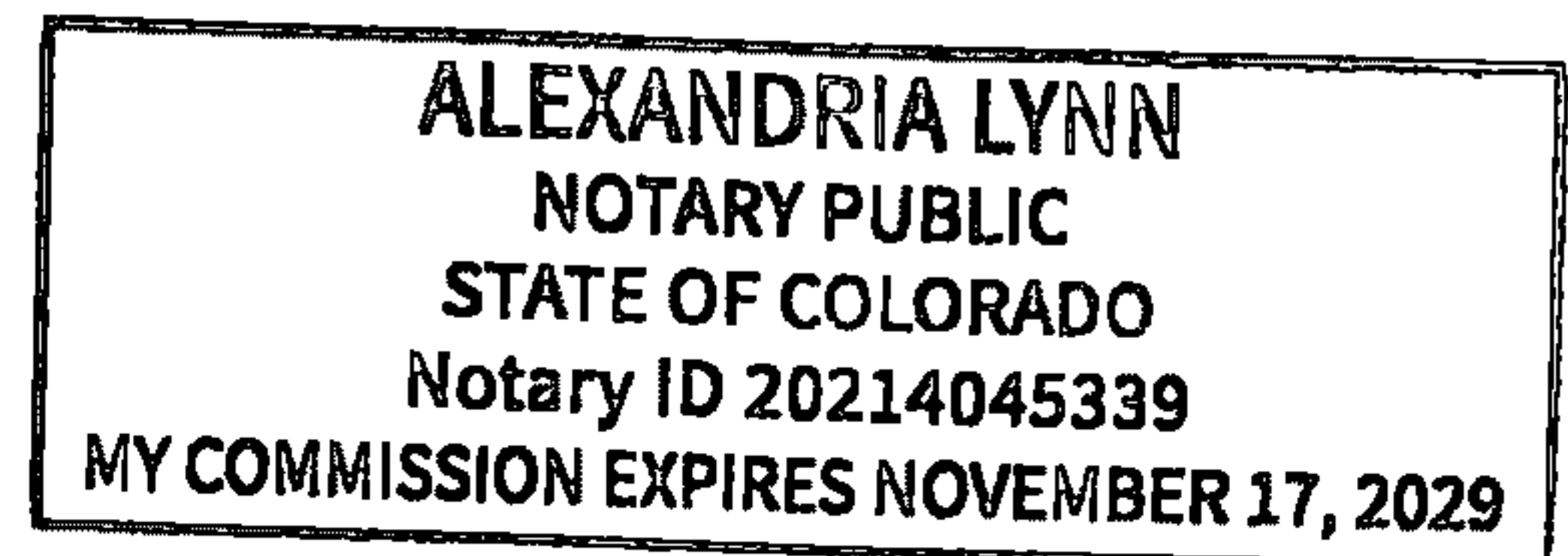
STATE OF Colorado )  
 ) SS:  
COUNTY OF Denver )

The foregoing instrument has been acknowledged before me this 10 day of March, 2026, by Chris Reiss, the Secretary of HGC RIVERCHASE, LLC, a Delaware limited liability company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Print or Stamp Name: Alexandria Lynn  
Notary Public  
Commission No.:  
My Commission Expires:



**SCHEDULE I****CLUB HOLDERS & STATE OF FORMATION**

1. HGC Lakewood Ranch, LLC (DE)
2. HGC Prestancia, LLC (DE)
3. HGC Shackamaxon, LLC (DE)
4. HGC Grandezza, LLC (DE)
5. HGC Boca Pointe, LLC (DE)
6. HGC Fox Hills, LLC (DE)
7. HGC Stone Harbor, LLC (DE)
8. HGC Knollwood CC, LLC (DE)
9. HGC Pelican Preserve, LLC (DE)
10. HGC Savannah Quarters, LLC (DE)
11. HGC TPC Tampa Bay, LLC (DE)
12. HGC Port Royal, LLC (DE)
13. HGC Boulder Ridge, LLC
14. HGC Bear Dance, LLC (DE)
15. HGC Inverness, LLC (DE)
16. HGC Dominion, LLC (DE)
17. HGC Colorado National, LLC (DE)
18. HGC Plantation, LLC (DE)
19. HGC Basking Ridge, LLC (DE)
20. HGC NJ Property 1, LLC (DE)
21. HGC Compass Pointe, LLC (DE)
22. HGC Old Hickory, LLC (DE)
23. HGC Oasis, LLC (DE)
24. HGC Palencia, LLC (DE)
25. HGC Southern Hills, LLC (DE)
26. HGC Shipyard, LLC (DE)
27. HGC Stanton Ridge, LLC (DE)
28. HGC Winghaven, LLC (DE)
29. HGC 1757 GC, LLC (DE)
30. HGC Grande Dunes, LLC (DE)
31. HGC Legends, LLC (DE)
32. HGC Gettysvue, LLC (DE)
33. HGC River Club, LLC (DE)
34. HGC Ocala, LLC (DE)
35. HGC Oyster Reef, LLC (DE)
36. HGC Plum Creek, LLC (DE)
37. HGC Cape Fear, LLC (DE)
38. HGC Palmetto Hall, LLC (DE)
39. HGC Riverchase, LLC (DE)
40. HGC Deercreek, LLC (DE)
41. HGC Ptarmigan, LLC (DE)
42. HGC Venetian, LLC (DE)
43. HGC Magnolia Greens, LLC (DE)
44. HGC Brunswick Plantation, LLC (DE)
45. HGC Cheval, LLC (DE)
46. HGC Spring Creek, LLC (DE)
47. HGC Colonial, LLC (DE)
48. HGC White Deer Run, LLC (DE)
49. Colonial Country Club, LLC (TN)

**EXHIBIT A**

**LEGAL DESCRIPTION**

**[Attached]**

**TRACT I:**

THE FOLLOWING IS A DESCRIPTION OF A TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 3 WEST; THENCE SOUTH 88 DEGREES 42 MINUTES 32 SECONDS EAST ALONG THE SOUTH SECTION LINE 1,559.21 FEET; THENCE 90 DEGREES 00 MINUTES 00 SECONDS LEFT, 487.66 FEET TO AN EXISTING IRON PIN, BEING THE POINT OF BEGINNING; THENCE NORTH 86 DEGREES 44 MINUTES 02 SECONDS WEST, 70.12 FEET TO AN EXISTING IRON PIN; THENCE NORTH 25 DEGREES 01 MINUTES 02 SECONDS WEST, 231.78 FEET TO AN EXISTING IRON PIN, BEING ON THE EASTERLY LINE OF LOT 55, THIRD ADDITION RIVERCHASE COUNTRY CLUB RESIDENTIAL SUBDIVISION AS RECORDED IN MAP BOOK 7, PAGE 53, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE NORTH 19 DEGREES 27 MINUTES 18 SECONDS WEST ALONG THE EASTERLY LINE OF SAID SUBDIVISION FOR 657.48 FEET TO AN EXISTING IRON PIN; THENCE NORTH 03 DEGREES 26 MINUTES 58 SECONDS EAST ALONG THE EASTERLY LINE OF SAID SUBDIVISION 332.60 FEET TO AN EXISTING IRON PIN; THENCE NORTH 30 DEGREES 47 MINUTES 00 SECONDS WEST, 58.56 FEET TO AN EXISTING IRON PIN, BEING ON THE SOUTHERLY RIGHT-OF-WAY OF COUNTRY CLUB CIRCLE; THENCE NORTH 59 DEGREES 13 MINUTES 00 SECONDS EAST, 199.81 FEET ALONG SAID RIGHT-OF-WAY TO A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS AND A RADIUS OF 25.00 FEET; THENCE ALONG THE ARC OF SAID CURVE AND RIGHT-OF-WAY 39.27 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 30 DEGREES 47 MINUTES 00 SECONDS EAST TANGENT TO SAID CURVE AND ALONG SAID RIGHT-OF-WAY, 17.16 FEET TO A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 28 DEGREES 07 MINUTES 00 SECONDS AND A RADIUS OF 260.00 FEET; THENCE ALONG THE ARC OF SAID CURVE AND RIGHT-OF-WAY 127.59 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 58 DEGREES 54 MINUTES 00 SECONDS EAST, TANGENT TO SAID CURVE AND ALONG SAID RIGHT-OF-WAY 22.33 FEET, TO AN EXISTING IRON PIN ON THE MOST NORTHERLY CORNER OF LOT 2334 RIVERCHASE COUNTRY CLUB 23RD ADDITION AS RECORDED IN MAP BOOK 10, PAGE 11, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE SOUTH 02 DEGREES 56 MINUTES 58 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID LOT 2334, AND ALONG THE WESTERLY LINE OF LOT 2401, RIVERCHASE COUNTRY CLUB 24TH ADDITION, AS RECORDED IN MAP BOOK 10, PAGE 64, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, 310.60 FEET; THENCE SOUTH 11 DEGREES 01 MINUTES 02 SECONDS EAST, ALONG THE WESTERLY LINE OF SAID RIVERCHASE COUNTRY CLUB, 24TH ADDITION, 251.46 FEET; THENCE SOUTH 10 DEGREES 27 MINUTES 02 SECONDS EAST, ALONG THE WESTERLY LINE OF SAID SUBDIVISION FOR 573.52 FEET; THENCE SOUTH 40 DEGREES 21 MINUTES 58 SECONDS WEST, 95.80 FEET TO THE POINT OF BEGINNING.

**TRACT 2:**

THE FOLLOWING IS A DESCRIPTION OF A TRACT OF LAND SITUATED IN THE SOUTH HALF OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, SECTION 35, TOWNSHIP 19 SOUTH, RANGE 3 WEST; THENCE SOUTH 00 DEGREES 07 MINUTES 20 SECONDS WEST ALONG THE QUARTER LINE 40.35 FEET TO A POINT; THENCE 90 DEGREES 00 MINUTES 00 SECONDS RIGHT 278.28 FEET TO AN EXISTING IRON PIN, BEING THE POINT OF BEGINNING; THENCE NORTH 44 DEGREES 30 MINUTES 51 SECONDS WEST, 166.87 FEET TO AN EXISTING IRON PIN BEING ON THE SOUTHWEST CORNER OF LOT 2736 RIVERCHASE COUNTRY CLUB 27TH ADDITION, AS RECORDED IN MAP BOOK 11, PAGE 56, IN THE OFFICE OF THE JUDGE OF PROBATE,

SHELBY COUNTY, ALABAMA; THENCE SOUTH 68 DEGREES 42 MINUTES 09 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID SUBDIVISION 170.65 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 30 DEGREES 26 MINUTES 20 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID SUBDIVISION 92.78 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 85 DEGREES 04 MINUTES 31 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID SUBDIVISION 116.42 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 84 DEGREES 16 MINUTES 09 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID SUBDIVISION AND ALONG THE SOUTHERLY LINE OF RIVERCHASE COUNTRY CLUB 24TH ADDITION AS RECORDED IN MAP BOOK 10, PAGE 64, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, 831.20 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 72 DEGREES 23 MINUTES 30 SECONDS WEST, 436.44 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 74 DEGREES 18 MINUTES 37 SECONDS WEST, 212.96 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 61 DEGREES 42 MINUTES 52 SECONDS WEST, 123.87 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 49 DEGREES 20 MINUTES 49 SECONDS WEST, 139.29 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 10 DEGREES 27 MINUTES 02 SECONDS EAST, 96.70 FEET TO AN EXISTING IRON PIN; THENCE NORTH 89 DEGREES 00 MINUTES 30 SECONDS EAST, 354.31 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 00 DEGREES 38 MINUTES 57 SECONDS EAST, 179.01 FEET TO AN EXISTING IRON PIN; THENCE NORTH 83 DEGREES 35 MINUTES 09 SECONDS EAST, 179.11 FEET TO AN EXISTING IRON PIN; THENCE NORTH 80 DEGREES 23 MINUTES 03 SECONDS EAST, 640.01 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 86 DEGREES 57 MINUTES 57 SECONDS EAST, 715.98 FEET TO AN EXISTING IRON PIN; THENCE NORTH 19 DEGREES 48 MINUTES 09 SECONDS EAST, 357.00 FEET TO AN EXISTING IRON PIN; THENCE NORTH 15 DEGREES 34 MINUTES 09 SECONDS EAST, 309.43 FEET TO THE POINT OF BEGINNING.

**TRACT 3:**

THE FOLLOWING IS A DESCRIPTION OF A TRACT OF LAND SITUATED IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 3 WEST; THENCE NORTH 00 DEGREES 16 MINUTES 14 SECONDS EAST ALONG THE WEST SECTION LINE 125.02 FEET; THENCE SOUTH 88 DEGREES 42 MINUTES 32 SECONDS EAST, 526.61 FEET TO AN EXISTING IRON PIN, BEING THE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE NORTH LINE OF AN ALABAMA POWER COMPANY RIGHT-OF-WAY; THENCE SOUTH 88 DEGREES 42 MINUTES 32 SECONDS EAST, ALONG SAID RIGHT-OF-WAY, 1,479.46 FEET TO AN EXISTING IRON PIN; THENCE NORTH 11 DEGREES 58 MINUTES 14 SECONDS EAST, LEAVING SAID RIGHT-OF-WAY, 192.11 FEET TO AN EXISTING IRON PIN; THENCE NORTH 31 DEGREES 57 MINUTES 14 SECONDS WEST, 89.14 FEET TO AN EXISTING IRON PIN; THENCE NORTH 87 DEGREES 26 MINUTES 11 SECONDS WEST, 536.52 FEET TO AN EXISTING IRON PIN; THENCE NORTH 89 DEGREES 40 MINUTES 11 SECONDS WEST, AND ALONG THE SOUTH LINE OF LOTS 56-A, 701, 702, AND 703, RIVERCHASE COUNTRY CLUB 7TH ADDITION AS RECORDED IN MAP BOOK 8, PAGE 176, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, 805.19 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 26 DEGREES 46 MINUTES 08 SECONDS WEST, 289.95 FEET TO THE POINT OF BEGINNING.

**TRACT 4:**

THE FOLLOWING IS A DESCRIPTION OF A TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 3 WEST; THENCE NORTH 00 DEGREES 16 MINUTES 14 SECONDS EAST, ALONG THE WEST SECTION LINE 125.02 FEET; THENCE SOUTH 88 DEGREES 42 MINUTES 32 SECONDS EAST, 245.69 FEET TO AN EXISTING IRON PIN BEING THE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE NORTH LINE OF AN ALABAMA POWER COMPANY RIGHT-OF-WAY, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 707 RIVERCHASE COUNTRY CLUB 7TH ADDITION AS RECORDED IN MAP BOOK 8, PAGE 176, IN THE OFFICE

OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE SOUTH 88 DEGREES 42 MINUTES 32 SECONDS EAST, 214.46 FEET TO AN EXISTING IRON PIN; THENCE NORTH 26 DEGREES 46 MINUTES 08 SECONDS EAST, LEAVING SAID RIGHT-OF-WAY 634.46 FEET TO AN EXISTING IRON PIN BEING ON THE SOUTHERLY RIGHT-OF-WAY OF FAIRWAY VIEW DRIVE AND A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 35 DEGREES 57 MINUTES 59 SECONDS AND A RADIUS OF 220.00 FEET; THENCE AN ANGLE OF 81 DEGREES 01 MINUTES 38 SECONDS LEFT TO TANGENT OF SAID CURVE AND ALONG THE ARC OF SAID CURVE AND RIGHT-OF-WAY, 138.10 FEET TO AN EXISTING IRON PIN BEING THE NORTHEAST CORNER OF LOT 704 IN SAID RIVERCHASE COUNTRY CLUB 7TH ADDITION; THENCE SOUTH 40 DEGREES 34 MINUTES 07 SECONDS WEST ALONG THE SOUTHEAST LINE OF LOTS 704, 705, AND 706, 484.64 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 24 DEGREES 52 MINUTES 25 SECONDS WEST, ALONG THE SOUTHEAST LINE OF LOT 706, 121.25 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 02 DEGREES 06 MINUTES 25 SECONDS WEST ALONG THE EASTERLY LINE OF LOT 707 IN SAID SUBDIVISION, 125.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

**TRACT 5:**

THE FOLLOWING IS A DESCRIPTION OF A TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, AND IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 3 WEST, JEFFERSON COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 3 WEST; THENCE NORTH 00 DEGREES 16 MINUTES 14 SECONDS EAST, ALONG THE WEST SECTION LINE 1,337.34 FEET TO A POINT; THENCE 90 DEGREES 00 MINUTES 00 SECONDS RIGHT, 215.64 FEET TO AN EXISTING IRON PIN, BEING THE POINT OF BEGINNING, SAID POINT BEING THE MOST NORTHERLY CORNER OF LOT 718 RIVERCHASE COUNTRY CLUB SEVENTH ADDITION, AS RECORDED IN MAP BOOK 8, PAGE 176, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE SOUTH 32 DEGREES 57 MINUTES 19 SECONDS EAST AND ALONG THE NORTHEASTERLY LINES OF LOTS 718, 719, 720, AND 723, IN SAID SUBDIVISION, 626.31 FEET, TO AN EXISTING IRON PIN; THENCE SOUTH 22 DEGREES 14 MINUTES 24 SECONDS EAST, ALONG THE NORTHEASTERLY LINE OF LOT 723, 33.98 FEET TO AN EXISTING IRON PIN ON THE NORTHERLY RIGHT-OF-WAY OF FAIRWAY VIEW DRIVE AND A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 54 DEGREES 57 MINUTES 48 SECONDS AND A RADIUS OF 280.00 FEET; THENCE AN ANGLE OF 76 DEGREES 27 MINUTES 36 SECONDS LEFT TO TANGENT OF SAID CURVE AND ALONG THE ARC OF SAID CURVE AND RIGHT-OF-WAY, 268.60 FEET TO AN EXISTING IRON PIN BEING ON THE NORTHWESTERLY LINE OF LOT 724 IN SAID RIVERCHASE COUNTRY CLUB 7TH ADDITION; THENCE NORTH 46 DEGREES 15 MINUTES 48 SECONDS EAST ALONG SAID NORTHWESTERLY LINE OF LOT 724, 45.35 FEET; THENCE NORTH 59 DEGREES 34 MINUTES 41 SECONDS EAST, ALONG THE NORTHWESTERLY LINE OF SAID LOT 724, 116.49 FEET TO AN EXISTING IRON PIN BEING ON THE SOUTHWESTERLY LINE OF LOT 2, THIRD ADDITION RIVERCHASE COUNTRY CLUB RESIDENTIAL SUBDIVISION, AS RECORDED IN MAP BOOK 7, PAGE 53, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE NORTH 17 DEGREES 15 MINUTES 19 SECONDS WEST AND ALONG THE SOUTHWESTERLY LINE OF SAID LOT 2, 90.51 FEET TO AN EXISTING IRON PIN; THENCE NORTH 46 DEGREES 34 MINUTES 19 SECONDS WEST AND ALONG THE SOUTHWEST LINE OF LOTS 3 AND 4 IN SAID SUBDIVISION, 185.50 FEET TO AN EXISTING IRON PIN; THENCE NORTH 36 DEGREES 07 MINUTES 19 SECONDS WEST AND ALONG THE SOUTHWEST LINE OF LOTS 4, 5, 7, 8, 9, AND 10, IN SAID SUBDIVISION, 600.43 FEET TO AN EXISTING IRON PIN; THENCE NORTH 48 DEGREES 19 MINUTES 19 SECONDS WEST ALONG THE SOUTHWEST LINE OF LOTS 10, 11, 12, 13, AND 14, IN SAID SUBDIVISION, 478.34 FEET TO AN EXISTING IRON PIN; THENCE NORTH 00 DEGREES 38 MINUTES 41 SECONDS EAST ALONG THE WESTERLY LINE OF SAID LOT 14, 106.74 FEET TO AN EXISTING IRON PIN ON THE SOUTHERLY RIGHT-OF-WAY LINE OF LAKE FOREST CIRCLE; THENCE SOUTH 75 DEGREES 34 MINUTES 00 SECONDS WEST, 14.52 FEET ALONG SAID RIGHT-OF-WAY TO A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 59 DEGREES 08 MINUTES 00 SECONDS AND A RADIUS OF 180.00 FEET; THENCE ALONG THE ARC OF SAID CURVE AND RIGHT-OF-WAY, 185.77 FEET; THENCE NORTH 45

DEGREES 18 MINUTES 00 SECONDS WEST, TANGENT TO SAID CURVE AND ALONG SAID RIGHT-OF-WAY, 99.21 FEET TO AN EXISTING IRON PIN ON THE MOST EASTERLY CORNER OF LOT 10, FOURTH ADDITION RIVERCHASE COUNTRY CLUB, AS RECORDED IN MAP BOOK 7, PAGE 85, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE SOUTH 47 DEGREES 02 MINUTES 41 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 10, 150.22 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 15 DEGREES 56 MINUTES 19 SECONDS EAST ALONG THE EASTERLY LINE OF LOT 11, IN SAID SUBDIVISION, 94.64 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 44 DEGREES 14 MINUTES 19 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF LOT 60, IN SAID SUBDIVISION AND LOTS 716 AND 717, IN THE AFORESAID RIVERCHASE COUNTRY CLUB 7TH ADDITION, 688.25 FEET TO THE POINT OF BEGINNING.

**TRACT 6:**

THE FOLLOWING IS A DESCRIPTION OF A TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 3 WEST, JEFFERSON COUNTY, ALABAMA, AND THE WEST HALF OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, AND THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 3 WEST; THENCE SOUTH 00 DEGREES 16 MINUTES 14 SECONDS WEST ALONG THE WEST SECTION LINE 102.94 FEET; THENCE 90 DEGREES 00 MINUTES 00 SECONDS RIGHT, 26.86 FEET TO AN EXISTING IRON PIN BEING THE POINT OF BEGINNING, SAID POINT BEING ON THE EASTERLY LINE OF LOT 7, FOURTH ADDITION TO RIVERCHASE COUNTRY CLUB AS RECORDED IN MAP BOOK 7, PAGE 85, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE SOUTH 17 DEGREES 25 MINUTES 01 SECONDS WEST ALONG THE EASTERLY LINE OF LOTS 7 AND 8 IN SAID SUBDIVISION, 160.32 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 15 DEGREES 41 MINUTES 01 SECONDS WEST ALONG THE EASTERLY LINE OF LOTS 8 AND 9, IN SAID SUBDIVISION, 203.58 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 58 DEGREES 49 MINUTES 01 SECONDS WEST ALONG THE SOUTHEAST LINE OF LOT 9, 48.87 FEET TO AN EXISTING IRON PIN BEING ON THE NORTHERLY RIGHT-OF-WAY OF LAKE FOREST CIRCLE; THENCE SOUTH 45 DEGREES 18 MINUTES 00 SECONDS EAST ALONG SAID RIGHT-OF-WAY 138.51 FEET TO A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 59 DEGREES 08 MINUTES 00 SECONDS AND A RADIUS OF 120.00 FEET; THENCE ALONG THE ARC OF SAID CURVE AND RIGHT-OF-WAY 123.85 FEET; THENCE NORTH 75 DEGREES 34 MINUTES 00 SECONDS EAST, TANGENT TO SAID CURVE AND ALONG SAID RIGHT-OF-WAY 95.05 FEET TO A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 11 DEGREES 11 MINUTES 01 SECONDS AND A RADIUS OF 280.00 FEET; THENCE ALONG THE ARC OF SAID CURVE AND RIGHT-OF-WAY 54.65 FEET TO AN EXISTING IRON PIN BEING ON THE SOUTHWEST CORNER OF LOT 15, THIRD ADDITION RIVERCHASE COUNTRY CLUB RESIDENTIAL SUBDIVISION; THENCE NORTH 01 DEGREES 10 MINUTES 01 SECONDS EAST, ALONG THE WESTERLY LINE OF SAID LOT 15, 148.60 FEET TO AN EXISTING IRON PIN; THENCE NORTH 17 DEGREES 04 MINUTES 06 SECONDS EAST ALONG THE NORTHWEST LINE OF LOTS 15, 23 AND 24, IN SAID SUBDIVISION, 276.21 FEET TO AN EXISTING IRON PIN; THENCE NORTH 20 DEGREES 46 MINUTES 01 SECONDS EAST, 411.71 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 86 DEGREES 41 MINUTES 59 SECONDS EAST, 312.47 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 01 DEGREES 12 MINUTES 50 SECONDS WEST, 232.22 FEET TO AN EXISTING IRON PIN ON THE EASTERLY LINE OF LOT 29 IN THE AFORESAID THIRD ADDITION RIVERCHASE COUNTRY CLUB RESIDENTIAL SUBDIVISION; THENCE SOUTH 36 DEGREES 50 MINUTES 51 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF LOTS 29, 30, 31, 32, AND 33, IN SAID SUBDIVISION, 453.38 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 29 DEGREES 37 MINUTES 13 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF LOTS 33, 34, 35, AND 42 IN SAID SUBDIVISION, 465.07 FEET TO AN EXISTING IRON PIN ON THE NORTHERLY RIGHT-OF-WAY OF COUNTRY CLUB CIRCLE; THENCE NORTH 59 DEGREES 13 MINUTES 00 SECONDS EAST, 150.42 FEET ALONG SAID RIGHT-OF-WAY TO A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 04 DEGREES 05 MINUTES 48 SECONDS AND A RADIUS OF 280.00 FEET; THENCE ALONG THE

ARC OF SAID CURVE AND RIGHT-OF-WAY 20.02 FEET TO AN EXISTING IRON PIN ON THE SOUTHWEST CORNER OF LOT 43 IN SAID SUBDIVISION; THENCE NORTH 23 DEGREES 05 MINUTES 00 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 43 AND ALONG THE SOUTHWESTERLY LINE OF LOTS 28, 27, AND 25, AMENDED RIVERCHASE COUNTRY CLUB PHASE II, AS RECORDED IN MAP BOOK 8, PAGE 59, AND LOT 26, RIVERCHASE COUNTRY CLUB, AS RECORDED IN MAP BOOK 7, PAGE 31, ALL IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, 792.96 FEET TO AN EXISTING IRON PIN; THENCE NORTH 05 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WESTERLY LINE OF LOT 25 IN SAID AMENDED RIVERCHASE COUNTRY CLUB PHASE II, 172.63 FEET TO AN EXISTING IRON PIN; THENCE NORTH 55 DEGREES 02 MINUTES 00 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 25, 101.35 FEET TO THE WEST RIGHT-OF-WAY OF CLUB DRIVE; THENCE NORTH 34 DEGREES 58 MINUTES 00 SECONDS WEST, 34.78 FEET ALONG SAID RIGHT-OF-WAY TO A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 38 DEGREES 21 MINUTES 00 SECONDS AND A RADIUS OF 280.00 FEET; THENCE ALONG THE ARC OF SAID CURVE AND RIGHT-OF-WAY 187.41 FEET; THENCE NORTH 03 DEGREES 23 MINUTES 00 SECONDS EAST, 89.12 FEET ALONG SAID RIGHT-OF-WAY TO THE END OF CLUB DRIVE; THENCE SOUTH 86 DEGREES 37 MINUTES 00 SECONDS EAST, LEAVING SAID RIGHT-OF-WAY AND RUNNING ALONG THE NORTH LINE OF LOT 24 IN SAID SUBDIVISION, 228.65 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 11 DEGREES 08 MINUTES 00 SECONDS WEST ALONG THE EASTERLY LINE OF SAID LOT 24, 101.03 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 81 DEGREES 53 MINUTES 00 SECONDS EAST ALONG THE NORTHERLY LINE OF LOTS 23 AND 22 IN SAID SUBDIVISION, 269.00 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 04 DEGREES 05 MINUTES 00 SECONDS WEST ALONG THE EASTERLY LINE OF LOT 22 IN SAID SUBDIVISION, 114.17 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 11 DEGREES 03 MINUTES 00 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF LOT 22 AND 21 IN SAID SUBDIVISION 114.17 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 70 DEGREES 03 MINUTES 00 SECONDS EAST ALONG THE NORTHERLY LINE OF LOT 16 IN SAID SUBDIVISION, 178.40 FEET TO AN EXISTING IRON PIN BEING ON THE WEST RIGHT-OF-WAY OF RIVERCHASE PARKWAY WEST; THENCE NORTH 13 DEGREES 12 MINUTES 00 SECONDS EAST, 39.39 FEET ALONG SAID RIGHT-OF-WAY TO A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 14 DEGREES 38 MINUTES 00 SECONDS AND A RADIUS OF 600.00 FEET; THENCE ALONG THE ARC OF SAID CURVE AND RIGHT-OF-WAY 153.24 FEET; THENCE TANGENT TO SAID CURVE NORTH 27 DEGREES 50 MINUTES 00 SECONDS EAST, ALONG SAID RIGHT-OF-WAY 128.93 FEET TO AN EXISTING IRON PIN ON THE SOUTHWEST CORNER OF LOT 15 RIVERCHASE COUNTRY CLUB, AS RECORDED IN MAP BOOK 7, PAGE 31, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE NORTH 47 DEGREES 21 MINUTES 00 SECONDS WEST, ALONG THE SOUTHWESTERLY LINE OF SAID LOT 15, 260.33 FEET TO AN EXISTING IRON PIN BEING THE SOUTHEAST CORNER OF LOT 302, RIVERCHASE COUNTRY CLUB RESIDENTIAL SUBDIVISION TENTH ADDITION, AS RECORDED IN MAP BOOK 8, PAGE 47, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE NORTH 70 DEGREES 37 MINUTES 49 SECONDS WEST ALONG THE SOUTHERLY LINE OF LOT 302 IN SAID SUBDIVISION, 135.68 FEET TO AN EXISTING IRON PIN; THENCE NORTH 13 DEGREES 40 MINUTES 52 SECONDS WEST, AND ALONG THE SOUTHWEST LINE OF LOTS 303 AND 304 IN SAID SUBDIVISION, 690.96 FEET TO A POINT ON ELEVATION 419.0 CONTOUR (MEAN SEA LEVEL DATUM); THENCE ALONG SAID 419.0 CONTOUR IN A NORTHEASTERLY AND SOUTHEASTERLY DIRECTION 1,533.69 FEET, MORE OR LESS, TO AN EXISTING IRON PIN BEING ON THE NORTHEAST CORNER OF LOT 308 IN THE AFORESAID RIVERCHASE COUNTRY CLUB RESIDENTIAL SUBDIVISION TENTH ADDITION; THENCE SOUTH 77 DEGREES 41 MINUTES 00 SECONDS EAST, LEAVING SAID CONTOUR ELEVATION 98.18 FEET; THENCE NORTH 84 DEGREES 03 MINUTES 28 SECONDS EAST, 36.60 FEET; THENCE NORTH 65 DEGREES 56 MINUTES 28 SECONDS EAST, 28.00 FEET; THENCE NORTH 00 DEGREES 13 MINUTES 28 SECONDS EAST, 73.80 FEET; THENCE NORTH 89 DEGREES 16 MINUTES 36 SECONDS WEST, 50.10 FEET TO A POINT ON THE 419.0 FEET CONTOUR (MEAN SEA LEVEL DATUM); THENCE NORTHWESTERLY ALONG SAID CONTOUR 1,290.82 FEET, MORE OR LESS, TO A POINT ON THE MOST WESTERLY CORNER OF LOT 508, RIVERCHASE COUNTRY CLUB 12TH ADDITION, AS RECORDED IN MAP BOOK 8, PAGE 140, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE NORTH 42 DEGREES 11 MINUTES 46 SECONDS EAST ALONG THE

NORTHWESTERLY LINE OF LOTS 508, 507, 506, 505, 504, AND 503, IN SAID SUBDIVISION, 775.97 FEET TO AN EXISTING IRON PIN; THENCE NORTH 12 DEGREES 31 MINUTES 32 SECONDS WEST ALONG THE WESTERLY LINE OF LOT 502 IN SAID SUBDIVISION 54.94 FEET TO AN EXISTING IRON PIN; THENCE NORTH 63 DEGREES 02 MINUTES 38 SECONDS WEST, 108.91 FEET TO A POINT ON THE SOUTHEAST CORNER OF LOT 271 NINTH ADDITION RIVERCHASE COUNTRY CLUB, AS RECORDED IN MAP BOOK 8, PAGE 46, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE SOUTH 80 DEGREES 55 MINUTES 28 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 271, 50.65 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 62 DEGREES 11 MINUTES 28 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 272 IN SAID SUBDIVISION, 62.18 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 51 DEGREES 17 MINUTES 28 SECONDS WEST AND ALONG THE SOUTHEAST LINE OF LOTS 273, 274, AND 275, IN SAID SUBDIVISION, 703.58 FEET; THENCE SOUTH 33 DEGREES 01 MINUTES 12 SECONDS WEST, 412.67 FEET; THENCE SOUTH 10 DEGREES 44 MINUTES 38 SECONDS WEST, 118.92 FEET; THENCE SOUTH 89 DEGREES 07 MINUTES 48 SECONDS WEST, 88.38 FEET; THENCE NORTH 66 DEGREES 51 MINUTES 21 SECONDS WEST, 56.19 FEET; THENCE NORTH 46 DEGREES 33 MINUTES 27 SECONDS WEST, 55.21 FEET; THENCE NORTH 17 DEGREES 56 MINUTES 08 SECONDS WEST, 25.36 FEET; THENCE NORTH 02 DEGREES 47 MINUTES 24 SECONDS EAST, 123.15 FEET; THENCE NORTH 14 DEGREES 48 MINUTES 24 SECONDS EAST, 680.66 FEET; THENCE NORTH 28 DEGREES 37 MINUTES 08 SECONDS EAST, 560.01 FEET TO AN EXISTING IRON PIN ON THE NORTHWEST CORNER OF LOT 279, IN SAID SUBDIVISION, SAID POINT BEING ON A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 38 DEGREES 27 MINUTES 18 SECONDS AND A RADIUS OF 380.00 FEET; THENCE AN ANGLE OF 98 DEGREES 50 MINUTES 10 SECONDS LEFT TO TANGENT OF SAID CURVE AND ALONG THE ARC OF SAID CURVE AND RIGHT-OF-WAY, 255.04 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 38 DEGREES 40 MINUTES 43 SECONDS WEST, LEAVING SAID RIGHT-OF-WAY AND ALONG THE SOUTHEAST LINE OF LOT 280 IN SAID SUBDIVISION 74.23 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 34 DEGREES 37 MINUTES 25 SECONDS WEST ALONG THE SOUTHEAST LINE OF LOTS 280, 281, 282, AND 283, IN SAID SUBDIVISION, 478.77 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 06 DEGREES 28 MINUTES 50 SECONDS WEST AND ALONG THE EASTERLY LINE OF LOTS 284, 285, AND 286, 465.18 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 15 DEGREES 13 MINUTES 19 SECONDS EAST, 50.45 FEET TO A POINT ON ELEVATION 419.0 CONTOUR (MEAN SEA LEVEL DATUM); THENCE ALONG SAID 419.0 CONTOUR IN A SOUTHWESTERLY AND WESTERLY DIRECTION 1,741.47 FEET, MORE OR LESS, TO A POINT; THENCE NORTH 70 DEGREES 00 MINUTES 00 SECONDS WEST, LEAVING SAID CONTOUR ELEVATION, 22.17 FEET TO AN EXISTING IRON PIN BEING ON THE EAST RIGHT-OF-WAY OF LAKE FOREST CIRCLE; THENCE SOUTH 20 DEGREES 00 MINUTES 00 SECONDS WEST, 245.69 FEET ALONG SAID RIGHT-OF-WAY TO AN EXISTING IRON PIN ON THE NORTH LINE OF LOT 61, FIFTH ADDITION RIVERCHASE COUNTRY CLUB, AS RECORDED IN MAP BOOK 7, PAGE 54, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE SOUTH 83 DEGREES 25 MINUTES 20 SECONDS EAST ALONG SAID NORTHERLY LINE OF SAID LOT 61, 39.12 FEET TO A POINT ON ELEVATION 419.0 CONTOUR (MEAN SEA LEVEL DATUM); THENCE ALONG SAID 419.0 CONTOUR IN AN EASTERLY AND SOUTHERLY DIRECTION AND ALONG THE EASTERLY BOUNDARY OF FIFTH ADDITION RIVERCHASE COUNTRY CLUB, AS RECORDED IN MAP BOOK 7, PAGE 54, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, 1,162.52 FEET, MORE OR LESS, TO A POINT; THENCE SOUTH 28 DEGREES 27 MINUTES 01 SECONDS WEST, 475.52 FEET TO THE POINT OF BEGINNING.

**TRACT 7:**

THE FOLLOWING IS A DESCRIPTION OF A TRACT OF LAND SITUATED IN THE SOUTH HALF OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, THENCE SOUTH 00 DEGREES 08 MINUTES 45 SECONDS EAST ALONG THE QUARTER SECTION LINE 717.56 FEET; THENCE 90 DEGREES 00 MINUTES 00 SECONDS RIGHT, 871.64 FEET TO AN EXISTING IRON PIN, BEING THE POINT OF BEGINNING, SAID POINT BEING ON THE

NORTHEASTERLY LINE OF LOT 290, NINTH ADDITION RIVERCHASE COUNTRY CLUB AS RECORDED IN MAP BOOK 8, PAGE 46, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE NORTH 22 DEGREES 23 MINUTES 19 SECONDS WEST ALONG SAID NORTHEASTERLY LINE OF LOT 290, 48.00 FEET TO AN EXISTING IRON PIN; THENCE NORTH 80 DEGREES 07 MINUTES 14 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF LOT 290, 140.66 FEET TO AN EXISTING IRON PIN; THENCE NORTH 61 DEGREES 07 MINUTES 39 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF LOT 290, 122.19 FEET TO AN EXISTING IRON PIN BEING THE MOST EASTERLY CORNER OF LOT 290-A IN SAID SUBDIVISION; THENCE NORTH 46 DEGREES 26 MINUTES 57 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID LOT 290-A, 111.76 FEET TO AN EXISTING IRON PIN; THENCE NORTH 72 DEGREES 18 MINUTES 16 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID LOT 290-A, 49.33 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 69 DEGREES 52 MINUTES 25 SECONDS WEST ALONG THE NORTHWESTERLY LINE OF SAID LOT 290-A AND ALONG THE NORTHERLY LINE OF LOT 5, HUNTERS ADDITION TO RIVERCHASE AS RECORDED IN MAP BOOK 8, PAGE 147, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, 215.15 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 33 DEGREES 33 MINUTES 22 SECONDS WEST ALONG THE NORTHWESTERLY LINE OF LOT 5 AND LOT 4 IN SAID SUBDIVISION, 317.59 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 25 DEGREES 47 MINUTES 35 SECONDS WEST ALONG THE NORTHWESTERLY LINE OF LOTS 4, 3, AND 2, IN SAID SUBDIVISION, 374.54 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 15 DEGREES 32 MINUTES 29 SECONDS WEST ALONG THE NORTHWESTERLY LINE OF LOT 2, 85.47 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 36 DEGREES 43 MINUTES 27 SECONDS WEST ALONG THE NORTHWESTERLY LINE OF LOT 1, 74.53 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 46 DEGREES 33 MINUTES 40 SECONDS WEST ALONG THE NORTHWESTERLY LINE OF SAID LOT 1 AND ALONG THE NORTHWESTERLY LINE OF LOTS 234, 233, 232, 231, AND 230, NINTH ADDITION RIVERCHASE COUNTRY CLUB, AS RECORDED IN MAP BOOK 8, PAGE 46, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, 674.82 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 62 DEGREES 18 MINUTES 07 SECONDS WEST, ALONG THE NORTHWESTERLY LINE OF LOT 230 IN SAID SUBDIVISION, 79.93 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 18 DEGREES 53 MINUTES 20 SECONDS WEST ALONG THE NORTHWESTERLY LINE OF SAID LOT, 23.83 FEET TO AN EXISTING IRON PIN BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF LAKE FOREST CIRCLE AND A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 11 DEGREES 37 MINUTES 19 SECONDS AND A RADIUS OF 440.00 FEET; THENCE AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS RIGHT TO TANGENT OF SAID CURVE AND ALONG THE ARC OF SAID CURVE AND RIGHT-OF-WAY 89.25 FEET TO AN EXISTING IRON PIN ON THE SOUTHEAST CORNER OF LOT 11, THE OAKS, AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, IN MAP BOOK 10, PAGE 89; THENCE NORTH 19 DEGREES 18 MINUTES 53 SECONDS WEST ALONG THE EASTERLY LINE OF LOTS 11 AND 10 IN SAID SUBDIVISION, 117.12 FEET TO AN EXISTING IRON PIN; THENCE NORTH 42 DEGREES 15 MINUTES 27 SECONDS EAST ALONG THE SOUTHEAST LINE OF LOTS 10, 9, 8, 7, 6, 5, 4, 3, 2, 1, AND 44, 551.50 FEET TO AN EXISTING IRON PIN; THENCE NORTH 03 DEGREES 58 MINUTES 25 SECONDS WEST, 282 FEET, MORE OR LESS, TO THE CENTER LINE OF THE CAHABA RIVER; THENCE NORTHEASTERLY AND SOUTHEASTERLY ALONG SAID RIVER CENTER LINE, FOLLOWING THE MEANDER OF THE RIVER, 1,880 FEET, MORE OR LESS, TO A POINT; THENCE SOUTH 22 DEGREES 24 MINUTES 19 SECONDS WEST, 255 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

**TRACT 8:**

THE FOLLOWING IS A DESCRIPTION OF A TRACT OF LAND SITUATED IN THE EAST HALF OF SECTION 26 AND THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26; THENCE SOUTH 00 DEGREES 08 MINUTES 45 SECONDS EAST ALONG THE QUARTER SECTION LINE 205.76 FEET; THENCE 90 DEGREES 00 MINUTES 00 SECONDS LEFT, 95.61 FEET TO THE POINT OF BEGINNING; THENCE NORTH 77 DEGREES 50 MINUTES 17 SECONDS EAST, 498.45 FEET TO AN EXISTING IRON PIN; THENCE NORTH 76 DEGREES 40 MINUTES 05 SECONDS EAST, 154.61 FEET TO AN EXISTING

IRON PIN BEING THE MOST SOUTHEASTERLY CORNER OF LOT 26, CHASE PLANTATION 4TH SECTOR, AS RECORDED IN MAP BOOK 9, PAGE 156; THENCE NORTH 29 DEGREES 39 MINUTES 47 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF LOT 26, 25, AND 24, IN SAID SUBDIVISION, 267.68 FEET TO AN EXISTING IRON PIN; THENCE NORTH 27 DEGREES 20 MINUTES 37 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF LOTS 24, 23, 22, 21, AND 20 IN SAID SUBDIVISION, 203.91 FEET; THENCE NORTH 41 DEGREES 20 MINUTES 59 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF LOTS 20, 19, 18, 17, 16, 15, 14, AND 13, IN SAID SUBDIVISION, 200.00 FEET TO AN EXISTING IRON PIN; THENCE NORTH 54 DEGREES 03 MINUTES 22 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF LOTS 13, 12, 11, 10, 9, 8, 7, 6, 5, AND 4 IN SAID SUBDIVISION, 242.02 FEET TO AN EXISTING IRON PIN; THENCE NORTH 75 DEGREES 23 MINUTES 25 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF LOTS 4, 3, 2, AND 1, IN SAID SUBDIVISION AND LOTS 58, 57, 56, 55, 54, 53, AND 52, IN CHASE PLANTATION 3RD SECTOR, AS RECORDED IN MAP BOOK 9, PAGE 47, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, 248.34 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 69 DEGREES 51 MINUTES 32 SECONDS EAST ALONG THE SOUTHWESTERLY LINE OF LOTS 52, 51, AND 50-A, IN SAID SUBDIVISION 211.94 FEET TO AN EXISTING IRON PIN BEING ON THE WESTERLY LINE OF LOT 25, AMENDED MAP CHASE PLANTATION 2ND SECTOR, AS RECORDED IN MAP BOOK 8, PAGE 159, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE SOUTH 01 DEGREES 39 MINUTES 32 SECONDS EAST ALONG THE WESTERLY LINE OF SAID LOT 25, 172.07 FEET TO AN EXISTING IRON PIN ON THE NORTHWEST CORNER OF LOT 2204, 22ND ADDITION RIVERCHASE COUNTRY CLUB AS RECORDED IN MAP BOOK 9, PAGE 124, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE SOUTH 53 DEGREES 54 MINUTES 29 SECONDS WEST ALONG THE NORTHWESTERLY LINE OF LOT 2205 IN SAID SUBDIVISION 118.74 FEET; THENCE SOUTH 72 DEGREES 03 MINUTES 28 SECONDS WEST ALONG THE NORTHWEST LINE OF LOTS 2206 AND 2207, 285.93 FEET; THENCE SOUTH 51 DEGREES 59 MINUTES 30 SECONDS WEST ALONG THE NORTHWEST LINE OF LOTS 2207, 2208, 2209, 2210, 2211, 2212, AND 2213, IN SAID SUBDIVISION, 703.13 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 30 DEGREES 07 MINUTES 34 SECONDS WEST ALONG THE NORTHWEST LINE OF LOT 2213, 129.47 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 71 DEGREES 21 MINUTES 43 SECONDS WEST, 478.30 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 53 DEGREES 48 MINUTES 53 SECONDS WEST 616.83 FEET; THENCE SOUTH 09 DEGREES 27 MINUTES 53 SECONDS WEST, 91.21 FEET; THENCE SOUTH 82 DEGREES 14 MINUTES 53 SECONDS WEST, 126.10 FEET; THENCE NORTH 02 DEGREES 55 MINUTES 29 SECONDS EAST, 58.08 FEET; THENCE NORTH 65 DEGREES 34 MINUTES 31 SECONDS WEST, 60.38 FEET TO AN EXISTING IRON PIN ON THE MOST SOUTHEASTERLY CORNER OF LOT 252 NINTH ADDITION TO RIVERCHASE COUNTRY CLUB, AS RECORDED IN MAP BOOK 8, PAGE 46, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE NORTH 06 DEGREES 23 MINUTES 31 SECONDS WEST ALONG THE EASTERLY LINE OF SAID LOT 252, 180 FEET, MORE OR LESS, TO THE CENTER LINE OF THE CAHABA RIVER; THENCE ALONG SAID RIVER CENTER LINE, FOLLOWING THE MEANDER OF THE RIVER, EASTERLY AND NORTHERLY 330 FEET, MORE OR LESS, TO A POINT; THENCE NORTH 39 DEGREES 25 MINUTES 53 SECONDS EAST, 395 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

LESS AND EXCEPT: PUMP STATION "A"

PART OF THE NORTHEAST QUARTER OF SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE SOUTHWEST CORNER OF LOT 2213, RIVERCHASE COUNTRY CLUB 22ND ADDITION, AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, IN MAP BOOK 9, PAGE 124 A & B, RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF SAID LOT 2213 FOR A DISTANCE OF 51.91 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG LAST MENTIONED COURSE FOR A DISTANCE OF 57.99 FEET; THENCE TURN AN ANGLE TO THE LEFT OF 142 DEGREES 15 MINUTES 04 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 89.72 FEET; THENCE TURN AN ANGLE TO THE LEFT OF 72 DEGREES 09 MINUTES 20 SECONDS AND RUN IN A SOUTHERLY DIRECTION FOR A DISTANCE OF 44.19 FEET; THENCE TURN AN ANGLE TO THE LEFT

OF 114 DEGREES 21 MINUTES 55 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 57.78 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

**TRACT 9:**

THE FOLLOWING IS A DESCRIPTION OF A TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 26 AND THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 19 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26; THENCE NORTH 00 DEGREES 08 MINUTES 45 SECONDS WEST ALONG QUARTER SECTION LINE, 1,270.66 FEET; THENCE 90 DEGREES 00 MINUTES 00 SECONDS RIGHT, 249.91 FEET TO AN EXISTING IRON PIN BEING THE POINT OF BEGINNING; THENCE NORTH 11 DEGREES 26 MINUTES 43 SECONDS WEST, 240.00 FEET TO AN EXISTING IRON PIN; THENCE NORTH 59 DEGREES 19 MINUTES 33 SECONDS EAST, 490.12 FEET TO AN EXISTING IRON PIN; THENCE NORTH 76 DEGREES 53 MINUTES 28 SECONDS EAST, 168.00 FEET TO AN EXISTING IRON PIN; THENCE NORTH 61 DEGREES 56 MINUTES 03 SECONDS EAST, 554.52 FEET TO AN EXISTING IRON PIN BEING ON THE SOUTHEAST LINE OF LOT 2220, 22ND ADDITION TO RIVERCHASE COUNTRY CLUB, AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, IN MAP BOOK 9, PAGE 124; THENCE SOUTH 80 DEGREES 27 MINUTES 24 SECONDS EAST ALONG THE SOUTHERLY LINE OF LOT 2220 AND 2221 IN SAID SUBDIVISION, 108.52 FEET TO AN EXISTING IRON PIN; THENCE NORTH 47 DEGREES 00 MINUTES 36 SECONDS EAST ALONG THE SOUTHEAST LINE OF LOTS 2221, 2222, AND 2230, IN SAID SUBDIVISION, 343.11 FEET TO AN EXISTING IRON PIN; THENCE NORTH 57 DEGREES 12 MINUTES 36 SECONDS EAST ALONG THE SOUTHEAST LINE OF LOTS 2230 AND 2231 IN SAID SUBDIVISION 301.03 FEET TO AN EXISTING IRON PIN; THENCE NORTH 89 DEGREES 59 MINUTES 36 SECONDS EAST ALONG THE SOUTHERLY LINE OF LOTS 2232 AND 2233 IN SAID SUBDIVISION, 90.97 FEET TO AN EXISTING IRON PIN BEING ON THE WESTERLY LINE OF LOT 1111, RIVERCHASE COUNTRY CLUB, 18TH ADDITION, AS RECORDED IN MAP BOOK 9, PAGE 86, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE SOUTH 04 DEGREES 37 MINUTES 24 SECONDS EAST ALONG THE WESTERLY LINE OF SAID LOT 1111, 99.33 FEET TO AN EXISTING IRON PIN ON THE MOST WESTERLY CORNER OF LOT 1112 IN SAID SUBDIVISION; THENCE SOUTH 37 DEGREES 47 MINUTES 36 SECONDS WEST, 512.52 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 31 DEGREES 05 MINUTES 36 SECONDS WEST, 129.62 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 69 DEGREES 18 MINUTES 36 SECONDS WEST, 183.83 FEET TO AN EXISTING IRON PIN; THENCE NORTH 54 DEGREES 37 MINUTES 00 SECONDS WEST, 139.84 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 35 DEGREES 31 MINUTES 00 SECONDS WEST, 137.60 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 62 DEGREES 58 MINUTES 36 SECONDS WEST, 396.32 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 60 DEGREES 05 MINUTES 07 SECONDS WEST, 546.61 FEET TO AN EXISTING IRON PIN; THENCE NORTH 89 DEGREES 51 MINUTES 32 SECONDS WEST, 163.11 FEET TO THE POINT OF BEGINNING.

**TRACT 10:**

THE FOLLOWING IS A DESCRIPTION OF A TRACT OF LAND SITUATED IN THE SOUTH HALF OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26; THENCE NORTH 00 DEGREES 08 MINUTES 45 SECONDS WEST ALONG QUARTER SECTION LINE 1,285.06 FEET; THENCE 90 DEGREES 00 MINUTES 00 SECONDS RIGHT, 185.84 FEET TO AN EXISTING IRON PIN BEING THE POINT OF BEGINNING; THENCE SOUTH 87 DEGREES 27 MINUTES 42 SECONDS WEST AND ALONG THE NORTHERLY LINE OF LOT 1210-A, RESURVEY OF LOT 1210, RIVERCHASE COUNTRY CLUB 19TH ADDITION, AS RECORDED IN MAP BOOK 11, PAGE 55, AND ALONG THE NORTHERLY LINE OF LOT 1211, RIVERCHASE COUNTRY CLUB, 19TH ADDITION, AS RECORDED IN MAP BOOK 9, PAGE 59, AND ALONG THE NORTHERLY LINE OF LOTS 609 AND 608, RIVERCHASE COUNTRY CLUB 14TH ADDITION, AS RECORDED IN MAP BOOK 8, PAGE 154, ALL IN THE OFFICE OF THE

JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, 789.79 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 53 DEGREES 36 MINUTES 15 SECONDS WEST ALONG THE NORTHWESTERLY LINE OF 607 IN SAID SUBDIVISION AND LOT 605-B, RESURVEY OF LOTS 604 AND 605, RIVERCHASE COUNTRY CLUB 14TH ADDITION, AS RECORDED IN MAP BOOK 9, PAGE 57, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, 340.42 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 56 DEGREES 33 MINUTES 17 SECONDS WEST ALONG THE NORTHWESTERLY LINE OF LOTS 605-B AND 604-A IN SAID SUBDIVISION, 204.18 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 23 DEGREES 25 MINUTES 23 SECONDS WEST ALONG THE NORTHWESTERLY LINE OF SAID LOT 604-A AND LOTS 603 AND 602 IN SAID RIVERCHASE COUNTRY CLUB 14TH ADDITION, 165.06 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 07 DEGREES 32 MINUTES 38 SECONDS WEST ALONG THE WESTERLY LINE OF LOTS 602 AND 601 IN SAID RIVERCHASE COUNTRY CLUB 14TH ADDITION, 152.35 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 89 DEGREES 18 MINUTES 38 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID LOT 601 AND LOTS 268 AND 267, IN THE NINTH ADDITION RIVERCHASE COUNTRY CLUB, AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, IN MAP BOOK 8, PAGE 46, 250.01 FEET TO AN EXISTING IRON PIN; THENCE NORTH 26 DEGREES 33 MINUTES 22 SECONDS WEST ALONG THE NORTHEAST LINE OF LOTS 267 AND 266, IN SAID SUBDIVISION, 69.33 FEET TO AN EXISTING IRON PIN; THENCE NORTH 09 DEGREES 16 MINUTES 22 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF LOTS 266 AND 265, IN SAID SUBDIVISION 99.30 FEET TO AN EXISTING IRON PIN; THENCE NORTH 24 DEGREES 06 MINUTES 59 SECONDS EAST ALONG SOUTHEASTERLY LINE OF LOTS 265, 264, 263, 262, AND 261, IN SAID SUBDIVISION, 376.90 FEET TO AN EXISTING IRON PIN; THENCE NORTH 55 DEGREES 14 MINUTES 15 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF LOTS 261, 260, 259, 258, 257, 256, AND 255, IN SAID SUBDIVISION, 680.47 FEET TO AN EXISTING IRON PIN; THENCE NORTH 69 DEGREES 08 MINUTES 14 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF LOT 255 IN SAID SUBDIVISION, 67.40 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 85 DEGREES 08 MINUTES 43 SECONDS EAST AND ALONG THE SOUTHERLY LINE OF LOTS 255 AND 254, IN SAID SUBDIVISION, 803.83 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 11 DEGREES 26 MINUTES 43 SECONDS EAST, 196.90 FEET TO THE POINT OF BEGINNING.

**TRACT 11:**

THE FOLLOWING IS A DESCRIPTION OF A TRACT OF LAND SITUATED IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 3 WEST, JEFFERSON COUNTY, ALABAMA, AND IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 3 WEST; THENCE NORTH 00 DEGREES 15 MINUTES 50 SECONDS EAST, ALONG THE EAST SECTION LINE, 1,184.94 FEET; THENCE 90 DEGREES 00 MINUTES 00 SECONDS LEFT, 97.35 FEET TO AN EXISTING IRON BEING THE POINT OF BEGINNING, SAID POINT BEING ON THE NORTHWESTERLY RIGHT-OF-WAY OF LAKE FOREST CIRCLE; THENCE NORTH 70 DEGREES 00 MINUTES 00 SECONDS WEST, 42.25 FEET TO AN EXISTING IRON PIN; THENCE NORTH 30 DEGREES 20 MINUTES 00 SECONDS WEST, 354.00 FEET; THENCE NORTH 82 DEGREES 54 MINUTES 00 SECONDS WEST, 88 FEET, MORE OR LESS, TO A POINT ON THE CENTER LINE OF CAHABA RIVER; THENCE NORTHEASTERLY ALONG SAID RIVER CENTER LINE, FOLLOWING THE MEANDER OF THE RIVER, 134 FEET, MORE OR LESS, TO A POINT; THENCE SOUTH 66 DEGREES 49 MINUTES 00 SECONDS EAST, 268 FEET, MORE OR LESS; THENCE NORTH 46 DEGREES 34 MINUTES 55.5 SECONDS EAST, 243.24 FEET TO AN EXISTING IRON PIN ON THE WESTERLY RIGHT-OF-WAY OF LAKE FOREST CIRCLE; THENCE SOUTH 20 DEGREES 00 MINUTES 00 SECONDS WEST AND ALONG SAID RIGHT OF WAY, 540.73 FEET TO THE POINT OF BEGINNING.

**TRACT 12:**

THE FOLLOWING IS A DESCRIPTION OF A TRACT OF LAND SITUATED IN THE WEST HALF OF SECTION

35, TOWNSHIP 19 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 3 WEST; THENCE SOUTH 89 DEGREES 06 MINUTES 28 SECONDS EAST ALONG THE QUARTER LINE 273.13 FEET; THENCE 90 DEGREES 00 MINUTES 00 SECONDS RIGHT, 156.50 FEET TO AN EXISTING IRON PIN BEING THE POINT OF BEGINNING, SAID POINT BEING ON THE NORTHWEST LINE OF LOT 24, THIRD ADDITION RIVERCHASE COUNTRY CLUB RESIDENTIAL SUBDIVISION, AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, IN MAP BOOK 7, PAGE 53; THENCE NORTH 20 DEGREES 46 MINUTES 01 SECONDS EAST AND ALONG THE NORTHWEST LINE OF SAID LOT 24, 411.71 FEET; THENCE SOUTH 86 DEGREES 41 MINUTES 59 SECONDS EAST, 312.47 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 1 DEGREE 12 MINUTES 50 SECONDS WEST, 57.68 FEET TO AN EXISTING IRON PIN BEING ON THE NORTHEAST CORNER OF LOT 28 IN SAID SUBDIVISION; THENCE SOUTH 78 DEGREES 22 MINUTES WEST ALONG THE NORTHWEST LINE OF SAID LOT 28, 109.76 FEET TO AN EXISTING IRON PIN; THENCE NORTH 62 DEGREES 56 MINUTES WEST AND ALONG THE NORTHEASTERLY LINE OF LOTS 28 AND 27 IN SAID SUBDIVISION, 97.28 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 81 DEGREES 04 MINUTES WEST AND ALONG THE NORTHWESTERLY LINE OF SAID LOT 27, 89.48 FEET TO AN EXISTING IRON PIN; THENCE NORTH 81 DEGREES 51 MINUTES WEST AND ALONG THE NORTHWESTERLY LINE OF SAID LOT 27, 35.84 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 50 DEGREES 24 MINUTES 33 SECONDS WEST, 90.81 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 24 DEGREES 00 MINUTES 29 SECONDS WEST AND ALONG THE NORTHWESTERLY LINE OF LOTS 27, 26, 25, AND 24, 260.32 FEET TO THE POINT OF BEGINNING.

TRACT 13:

THE FOLLOWING IS A DESCRIPTION OF A TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 3 WEST; THENCE NORTH 00 DEGREES 16 MINUTES 14 SECONDS EAST, ALONG THE WEST SECTION LINE 125.02 FEET; THENCE SOUTH 88 DEGREES 42 MINUTES 32 SECONDS EAST, 460.15 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE NORTH LINE OF AN ALABAMA POWER COMPANY RIGHT-OF-WAY; THENCE NORTH 26 DEGREES 46 MINUTES 08 SECONDS EAST, LEAVING SAID RIGHT OF WAY, 288.70 FEET TO AN EXISTING IRON PIN BEING ON THE SOUTHWEST CORNER OF LOT 703, RIVERCHASE COUNTRY CLUB 7TH ADDITION; THENCE SOUTH 89 DEGREES 40 MINUTES 11 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 703, 67.01 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 26 DEGREES 46 MINUTES 08 SECONDS WEST, 289.95 FEET TO A POINT ON THE ALABAMA POWER COMPANY NORTH RIGHT-OF-WAY LINE; THENCE NORTH 88 DEGREES 42 MINUTES 32 SECONDS WEST, AND ALONG SAID RIGHT-OF-WAY, 66.46 FEET TO THE POINT OF BEGINNING.

TRACT 14:

THE FOLLOWING IS A DESCRIPTION OF A TRACT OF LAND LOCATED IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE POINT OF INTERSECTION OF THE CENTERLINE OF THE CAHABA RIVER WITH THE NORTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER; THENCE RUN IN AN EASTERLY DIRECTION ALONG THE NORTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER FOR 685 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF LOT 26, CHASE PLANTATION FOURTH SECTOR, AS RECORDED IN MAP BOOK 9, PAGE 156, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE TURN AN ANGLE TO THE RIGHT AND RUN IN A SOUTHERLY DIRECTION ALONG THE WESTERLY LINE OF SAID LOT 26 FOR A DISTANCE OF 69.17 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY LINE OF RIVERCHASE COUNTRY CLUB FAIRWAY NO. 4; THENCE SOUTH 76 DEGREES 40 MINUTES 05 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID FAIRWAY NO. 4, 77.77 FEET TO AN EXISTING

IRON PIN; THENCE SOUTH 77 DEGREES 50 MINUTES 17 SECONDS WEST, ALONG THE NORTHERLY LINE OF SAID FAIRWAY NO. 4, 498.45 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 39 DEGREES 25 MINUTES 53 SECONDS WEST, ALONG THE NORTHWESTERLY LINE OF SAID FAIRWAY NO. 4, 395 FEET, MORE OR LESS, TO A POINT IN THE CENTERLINE OF THE CAHABA RIVER; THENCE FOLLOWING THE MEANDER OF THE RIVER, RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 530 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF SAID NORTH HALF OF SOUTHEAST QUARTER, BEING THE POINT OF BEGINNING.

**TRACT 15:**

THE FOLLOWING IS A DESCRIPTION OF A TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, SECTION 26, TOWNSHIP 19 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 BEGIN AT THE NORTHWEST CORNER OF LOT 501, RIVERCHASE COUNTRY CLUB 12TH ADDITION, AS RECORDED IN MAP BOOK 8, PAGE 140, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE RUN IN A SOUTHWESTERLY DIRECTION ALONG THE WESTERLY LINE OF LOT 501 AND 502 IN SAID SUBDIVISION FOR A DISTANCE OF 243.91 FEET TO AN EXISTING IRON PIN BEING ON THE NORTHERLY LINE OF RIVERCHASE COUNTRY CLUB FAIRWAY #9; THENCE TURN AN ANGLE TO THE RIGHT OF 89 DEGREES 00 MINUTES AND RUN IN A NORTHWESTERLY DIRECTION ALONG THE NORTHERLY LINE OF SAID FAIRWAY #9 FOR A DISTANCE OF 108.91 FEET TO AN EXISTING IRON PIN ON THE SOUTHEAST CORNER OF LOT 271, NINTH ADDITION RIVERCHASE COUNTRY CLUB AS RECORDED IN MAP BOOK 8, PAGE 46, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE TURN AN ANGLE TO THE RIGHT OF 103 DEGREES 37 MINUTES 54 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE EASTERLY LINE OF SAID LOT 271 FOR A DISTANCE OF 233.45 FEET TO AN EXISTING IRON PIN BEING ON THE CURVED SOUTHERLY RIGHT-OF-WAY LINE OF LAKE FOREST CIRCLE, SAID CURVE HAVING A CENTRAL ANGLE OF 09 DEGREES 36 MINUTES 30 SECONDS AND A RADIUS OF 361.73 FEET; THENCE TURN AN ANGLE TO THE RIGHT AND RUN IN AN EASTERLY DIRECTION ALONG THE ARC OF SAID CURVE AND SAID RIGHT-OF-WAY, FOR A DISTANCE OF 60.66 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.  
 ACCORDING TO THE SURVEY OF LAURENCE D. WEYGAND, REG. P.E. AND L.S. #10373, DATED OCTOBER 27, 1987 (REVISED NOVEMBER 3, 1987.)

**TRACT 16:**

PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 FROM THE SOUTHWEST CORNER OF LOT 707, RIVERCHASE COUNTRY CLUB 7TH ADDITION AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA IN MAP BOOK 8, PAGE 176, RUN IN AN EASTERLY DIRECTION ALONG THE SOUTH LINE OF SAID LOT 707 FOR A DISTANCE OF 205.0 FEET TO THE SOUTHEAST CORNER OF SAID LOT 707 AND BEING THE POINT OF BEGINNING; THENCE TURN AN ANGLE TO THE RIGHT OF 90 DEGREES 48 MINUTES 57 SECONDS AND RUN IN A SOUTHERLY DIRECTION FOR A DISTANCE OF 125.01 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 35; THENCE TURN AN ANGLE TO THE LEFT OF 90 DEGREES 48 MINUTES 57 SECONDS AND RUN IN AN EASTERLY DIRECTION FOR A DISTANCE OF 1738.34 FEET; THENCE TURN AN ANGLE TO THE LEFT OF 79 DEGREES 18 MINUTES 38 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 127.21 FEET TO AN EXISTING IRON PIN; THENCE TURN AN ANGLE TO THE LEFT OF 100 DEGREES 41 MINUTES 22 SECONDS AND RUN IN A WESTERLY DIRECTION FOR A DISTANCE OF 1760.16 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

**TRACT 17:**

PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE MOST NORTHERLY CORNER OF LOT 3419, RIVERCHASE COUNTRY CLUB, 34TH

ADDITION AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA IN MAP BOOK 15, PAGE 32, RUN IN A SOUTHEASTERLY DIRECTION ALONG THE NORTHEAST LINE OF SAID LOT 3419 FOR A DISTANCE OF 211.05 FEET TO AN EXISTING IRON PIN, BEING THE POINT OF BEGINNING; THENCE TURN AN ANGLE TO THE RIGHT OF 27 DEGREES 52 MINUTES 44 SECONDS AND RUN IN A SOUTHERLY DIRECTION FOR A DISTANCE OF 27.96 FEET TO AN EXISTING IRON PIN BEING ON THE NORTH RIGHT OF WAY LINE OF COUNTRY CLUB CIRCLE; THENCE TURN AN ANGLE TO THE LEFT OF 90 DEGREES AND RUN IN AN EASTERLY DIRECTION ALONG SAID NORTH RIGHT OF WAY LINE FOR A DISTANCE OF 128.44 FEET TO AN EXISTING IRON PIN, BEING THE SOUTHWEST CORNER OF LOT 3420 OF SAID RIVERCHASE COUNTRY CLUB, 34TH ADDITION; THENCE TURN AN ANGLE TO THE LEFT OF 90 DEGREES AND RUN IN A NORTHERLY DIRECTION FOR A DISTANCE OF 103.50 FEET TO AN EXISTING IRON PIN; THENCE TURN AN ANGLE TO THE LEFT OF 130 DEGREES 12 MINUTES 40 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 89.89 FEET; THENCE TURN AN ANGLE TO THE RIGHT OF 43 DEGREES 05 MINUTES AND RUN IN A WESTERLY DIRECTION FOR A DISTANCE OF 70.12 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

**TRACT 18:**

PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 56A, RIVERCHASE COUNTY CLUB 7TH ADDITION, AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, IN MAP BOOK 8, PAGE 176, RUN IN A NORTHEASTERLY DIRECTION ALONG THE SOUTHEAST LINE OF SAID LOT 56A FOR A DISTANCE OF 99.50 FEET TO AN EXISTING IRON PIN BEING ON THE SOUTHWEST RIGHT OF WAY LINE OF COUNTY CLUB CIRCLE; THENCE TURN AN ANGLE TO THE RIGHT AND RUN IN A SOUTHEASTERLY DIRECTION ALONG THE CURVED SOUTHWEST RIGHT OF WAY LINE OF COUNTRY CLUB CIRCLE FOR A DISTANCE OF 224.56 FEET TO THE POINT OF ENDING OF SAID CURVED RIGHT OF WAY LINE; THENCE CONTINUE IN AN EASTERLY DIRECTION ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF COUNTRY CLUB CIRCLE FOR A DISTANCE OF 30.17 FEET; THENCE TURN AN ANGLE TO THE RIGHT OF 90 DEGREES AND RUN IN A SOUTHERLY DIRECTION FOR A DISTANCE OF 3.7 FEET, MORE OR LESS, TO A POINT ON THE COMMON PROPERTY LINE WITH RIVERCHASE COUNTY CLUB PROPERTIES; THENCE TURN AN ANGLE TO THE RIGHT AND RUN IN A WESTERLY DIRECTION FOR A DISTANCE OF 288.53 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

**TRACT 19:**

LOT 3438, ACCORDING TO THE SURVEY OF RIVERCHASE COUNTRY CLUB 34TH ADDITION AS RECORDED IN MAP BOOK 15, PAGE 32, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

**LESS AND EXCEPT FROM PARCELS 1-18 ABOVE:**

COMMENCE AT THE NORTHEAST CORNER OF LOT 1210, RIVERCHASE COUNTRY CLUB, 19TH ADDITION, AS RECORDED IN MAP BOOK 11, PAGE 55, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE RUN NORTH 83 DEGREES 02 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 31.45 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 19 DEGREES 24 MINUTES 14 SECONDS WEST FOR A DISTANCE OF 53.28 FEET; THENCE RUN NORTH 78 DEGREES 56 MINUTES 02 SECONDS EAST FOR A DISTANCE OF 221.17 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF CHESTNUT OAK DRIVE; THENCE RUN SOUTH 11 DEGREES 03 MINUTES 58 SECONDS EAST ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 86.94 FEET; THENCE RUN SOUTH 88 DEGREES 02 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 216.17 FEET TO THE POINT OF BEGINNING.

**ALSO LESS AND EXCEPT FROM PARCELS 1-18 ABOVE:**

PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, PARK LANE ADDITION TO RIVERCHASE, AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, IN MAP BOOK 11, PAGE 17, WHICH IS ALSO THE MOST SOUTHERLY CORNER OF LOT 286, RIVERCHASE COUNTRY CLUB 9TH ADDITION, AS RECORDED IN MAP BOOK 8, PAGE 46 A & B, RUN IN A SOUTHERLY DIRECTION ALONG THE EAST LINE OF SAID LOT 1 FOR A DISTANCE OF 101.65 FEET TO A CORNER OF SAID LOT 1; THENCE TURN AN ANGLE TO THE LEFT OF 21 DEGREES 42 MINUTES 09 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 50.45 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT 1; THENCE TURN AN ANGLE TO THE LEFT OF 130 DEGREES 55 MINUTES 17 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 141.60 FEET TO AN EXISTING IRON PIN; THENCE TURN AN ANGLE TO THE LEFT OF 102 DEGREES 09 MINUTES 34 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 86.81 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; BEING SITUATED IN SHELBY COUNTY, ALABAMA.



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
04/10/2026 08:50:03 AM  
\$910.00 PAYGE  
20260410000106600

*Allie S. Boyd*