

STATE OF ALABAMA — UNIFORM COMMERCIAL CODE — FINANCING STATEMENT
FORM UCC-1 ALA.

Important: Read Instructions on Back Before Filling out Form.

The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).
 No. of Additional Sheets Presented: **68**

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Return copy of recorded original to:
 Homer Duvall, III, Esquire
 Rydberg, Goldstein & Bolves, P.A.
 500 E. Kennedy Blvd., Suite 200
 Tampa, Florida 33602

THIS SPACE FOR USE OF FILING OFFICER
 Date, Time, Number & Filing Office

Pre-paid Acct. # _____
 2. Name and Address of Debtor (Last Name First if a Person)
 Sunshine-Jr. Stores, Inc.
 109 W. 5th Street
 Panama City, Florida 32401

Social Security/Tax ID # _____
 2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)

Social Security/Tax ID # _____

Additional debtors on attached UCC-E
 3. SECURED PARTY (Last Name First if a Person)
 Nationsbank of Florida, N.A., as Trustee
 under a certain Trust Indenture dated
 June 21, 1994
 Corporate Trust Dept. -- 6th Floor, 400 North
 Ashley Dr., Tampa, FL 33602
 Social Security/Tax ID # _____

4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)

Additional secured parties on attached UCC-E
 5. The Financing Statement Covers the Following Types (or items) of Property:

All kinds, types and items of property, as described in Exhibit "A" attached hereto and incorporated herein by this reference, now or hereafter located on or about the real property described in Exhibit "B" attached hereto, or otherwise used in conjunction with or related to said real property or to any business operated or conducted at said real property, or as otherwise provided in said Exhibit "A".

5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing:

1 0 2	Z 0 0
1 0 3	---
2 0 0	---
3 0 0	---
3 0 2	---
5 0 0	---
6 0 0	---

In 34 # 1994-20163
 06/24/1994-20163
 02:01 PM CERTIFIED
 SHELBY COUNTY JUDGE OF PROBATE
 83.00
 069 MCO

Check X if covered: Products of Collateral are also covered.
 6. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 already subject to a security interest in another jurisdiction when debtor's location changed to this state.
 which is proceeds of the original collateral described above in which a security interest is perfected.
 acquired after a change of name, identity or corporate structure of debtor
 as to which the filing has lapsed.

7. Complete only when filing with the Judge of Probate:
 The initial indebtedness secured by this financing statement is \$ _____
 Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ _____
 8. This financing statement covers timber to be cut, crops, or fixtures and is to be cross indexed in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record, give name of record owner in Box 5) **See Exhibit "B"**

SUNSHINE-JR. STORES, INC.
 Signature(s) of Debtor(s)
 By: *[Signature]*
 Signature(s) of Debtor(s) **RON M. SHOUSE**
 Its: **President**
 Type Name of Individual or Business

Signature(s) of Secured Party(ies)
 (Required only if filed without debtor's Signature — see Box 6)
 Signature(s) of Secured Party(ies) or Assignee
 Signature(s) of Secured Party(ies) or Assignee
 Type Name of Individual or Business

SCHEDULE 6

[An addition to Section 6 of the UCC-1 Financing Statement
by and between SUNSHINE-JR. STORES, INC., AS DEBTOR and
NATIONSBANK OF FLORIDA, N.A., as Trustee
under a Trust Indenture dated June 21, 1994

Certain of the Property described in Exhibit "A" is or will become
fixtures attached to the real property described in Exhibit "B."

This Financing Statement is given as additional security for a Deed
of Trust, Deed to Secure Debt, Mortgage and Security Agreement of
even date as well as for a Collateral Assignment of Lessee's
Interest in Leases and Conditional Leasehold Mortgage both of which
are entered into of even date herewith. This Financing Statement
is to be cross-indexed in the real estate mortgage records.
SUNSHINE-JR. STORES, INC. purports to be the owner of an interest
in the lands and leaseholds described in said Exhibit "B."

EXHIBIT "A"

- (a) All fixtures and articles of personal property now or hereafter owned or leased by Borrower, including, but not limited to, all furniture, equipment, machinery, appliances, office and communications equipment, partitions, carpeting and other furnishings; all plumbing, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, air-conditioning and fire extinguishing materials, equipment and apparatus; all materials and supplies used or consumed in the business of Borrower; all goods held for sale or lease; and all replacements thereof and articles of any of the foregoing (the foregoing shall not, however, include any property owned by tenants in possession of any part of the Property in accordance with leases approved under the Loan Documents);
- (b) All rights, including copyrights of Borrower to plans and specifications, designs, drawings and other matters prepared for or used in connection with any construction on the Property;
- (c) all rights of Borrower as owner or transferee under all contracts with providers of goods or services for or in connection with any construction undertaken on or services performed or to be performed in connection with the Property;
- (d) any and all additions, accessions, spare parts, component parts, replacements and substitutions to, of or for any of the foregoing; and
- (e) all proceeds, whether cash or non-cash, income and earnings of or from any of the foregoing, including insurance proceeds (including unearned premiums) and payments under any warranties and guarantees, condemnation awards or payments, and utility deposits.
- (f) All rights, title, and interest of Borrower in and to the minerals, soil, flowers, shrubs, crops, trees, timber and other emblements now or hereafter on the real property Secured by the Deed of Trust (herein referred to as the "Real Property") or under or above the same or any part or parcel thereof.
- (g) All machinery, apparatus, equipment, fittings, fixtures, whether actually or constructively attached to the Real Property and including all trade, domestic and ornamental fixtures and articles of personal property of every kind and nature whatsoever now or hereafter located in, upon, or under the Real Property or any part thereof and used or usable in connection with any present or future

operation of the Real Property and now owned or hereafter acquired by Debtor, including, but without limiting the generality of the foregoing, all heating, air conditioning, freezing, lighting, laundry, incinerating, and power equipment, engines, pipes, pumps, tanks, motors, conduit, switchboards, ventilating and communications apparatus, boilers, ranges, furnaces, oil burners or units thereof, appliances, air-cooling and air conditioning apparatus, vacuum cleaning systems, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ducts and compressors, rugs and carpets, draperies, furniture and furnishings, together with all building materials and equipment now or hereafter delivered to the Real Property and intended to be installed therein, including, but not limited to, lumber, plaster, cement, shingles, roofing, plumbing, fixtures, pipe, lath, wallboard, cabinets, nails, sinks, toilets, furnaces, heaters, brick, tile, water heaters, screens, window frames, glass doors, flooring, paint, lighting fixtures and unattached refrigerating, cooking, heating and ventilating appliances and equipment, together with all additions and accessions thereto and replacements thereof.

- (h) All of the water, sanitary, and storm sewer systems now or hereafter owned by the Borrower which are now or hereafter located by, over, and upon the Property or any part and parcel thereof, and which water system includes all water mains, service laterals, hydrants, valves and appurtenances, and which sewer system includes all sanitary sewer lines, including mains, laterals, manholes, and appurtenances.
- (i) All paving for streets, roads, walkways, parking areas or entranceways now or hereafter owned by Borrower and which are now or hereafter located on the Property or any part or parcel thereof.
- (j) All of Borrower's interest as lessor in and to all leases or rental arrangements for the Real Property, or any part thereof, heretofore made and entered into, and in and to all leases or rental arrangements hereafter made and entered into by Borrower during the life of the Security Agreement or any extension or renewal thereof, together with all rents and payments in lieu of rents, together with any and all guarantees of such leases or rental arrangements and including all present and future security deposits and advance rentals.
- (k) Any and all awards or payments, including interest thereon, and the right to receive the same, as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any

other injury to, taking of, or decreases in the value of the Real Property or the property in this Exhibit.

- (l) All of the right, title, and interest of the Borrower in and to all unearned premiums accrued, accruing, or to accrue under any and all insurance policies now or hereafter provided pursuant to the terms of the Security Agreement, and all proceeds or sums payable for the loss of or damage to (a) the Real Property or the property described herein, or (b) rents, revenues, income, profits, or proceeds from leases, franchises, concessions, or licenses of or on any part of the Real Property.
- (m) All contracts and contract rights of Borrower arising from contracts entered into in connection with development, construction upon, or operation of the Real Property.
- (n) All Borrower's right, title and interest in and to the architectural drawings and plans and the contract specifications therefor, all inclusive and any subsequent additions or modifications thereto, for the construction of the improvements to be located on the Real Property.
- (o) All Borrower's right, title and interest in and to all the licenses and permits, and any other agreements, licenses and documents in conjunction with the operation or otherwise relating to the improvements located on the Real Property, together with all amendments, modifications, extensions and renewals thereof.
- (p) All Borrower's right, title and interest in and to all goods, consumer goods, equipment, farm products, documents, negotiable instruments, investment securities (including without limitation stocks and bonds), chattel paper, general intangibles, accounts and any other tangible or intangible personal property, now owned or hereafter acquired, wherever situated.
- (s) All of Borrower's right, title and interest in and to all proceeds from the sale, exchange, collection or other disposition of the Real Property or any of the property herein described.

LESS AND EXCEPT from the foregoing items (a) through (s) the following items of personal property (herein the "Excepted Property"):

- (i) all cash or cash equivalents on hand or in banks and accounts receivable, other than (1) "Pledged Securities" (as defined in Article Sixteen of the Trust Indenture), (2) cash in the "Escrow Account" (as defined in the Trust Indenture) except cash representing insurance proceeds which is subject to withdrawal by

the Company pursuant to Section 7.02 of the Trust Indenture, (3) "Net Asset Sales Proceeds" (as defined in the Trust Indenture, and (4) such property which is subject to the lien and security interest of this Deed of Trust and any related security documents; and

(ii) all inventory, goods, wares and merchandise acquired for the purpose of sale in the ordinary course of business; and all fuel, materials and supplies and other personal property which are consumable (otherwise than by ordinary wear and tear) in their use in the operation of the business of the Company.

EXHIBIT "B"

[Legal Descriptions of Real Property and Leaseholds
Attached to Sunshine-Jr. Stores--UCC-1 Financing Statement]

STORE NO. 224

Lease from E. Ted Taylor and wife, Melanie W. Taylor, dated March 22, 1974, as assigned by Assignment of Lease to Ercille W. Pearson dated January 11, 1979, as extended and renewed by Extension or Renewal of Lease from Frances Pearson Bowles, as a beneficiary under the last Will and Testament of Ercille Willett Pearson, deceased, dated August 6, 1984, as further extended and renewed by Extension or Renewal of Lease by Frances Pearson Bowles dated June 9, 1989, and Landlord's Consent to Mortgage and Security Agreement dated August 5, 1992 (collectively the "Lease"), which demises the premises described as follows:

Store: 224

Legaldesc: Commencing at the northwest corner of Sixth and Upper Kingston Streets in the City of Prattville; thence N85 degrees-00'W, 178.67 feet, along Sixth Street to the point of beginning; thence N30 degrees-00'W, 131.0 feet; thence N25 degrees-00'W, 104.94 feet; thence S65 degrees-00'W, 60.1 feet; thence S17 degrees-00'E, 187.0 feet to the north side of Sixth Street; thence S85 degrees-00'E, along said street, 111.2 feet to the point of beginning. Said lot lying in the City of Prattville, Autauga County, Alabama.

STORE NO. 382

Lease from Ercille W. Pearson, dated May 6, 1980, as modified by Supplement to Lease dated August 4, 1980 and Extension or Renewal of Lease dated July 9, 1990 and by Landlord's Consent to Mortgage and Security Agreement dated August 5, 1992 (collectively the "Lease"), which demises the premises described as follows:

Store: 382

Legaldesc: The East 115 feet of Lots #9, #10, and #11, of Block #6 of the Town of Autaugaville, Alabama.

STORE NO. 95

Lease from Alfred F. Webb and wife, Inez K. Webb, dated February 2, 1982, as modified by Supplement to Lease dated May 10, 1982, and as extended and renewed by Extension or Renewal of Lease dated April 2, 1992 (collectively the "Lease"), which demises the premises described as follows:

Store: 95

Legal Desc: Begin at the intersection of the Extension of the Westerly right-of-way of U.S. Hwy. 98 and the Extension of the Northerly right-of-way of Baldwin County Road #64 (Belforest Road) from said point run N 89 degrees 59'51"W along North right-of-way of Baldwin County Road #64, a distance of 49.45' to an iron pipe which is point of beginning of parcel to be leased; thence run N 44 degrees 37'33"E, a distance of 70.44 feet to an iron pipe; thence run N 00 degrees 40'W along the Westerly right-of-way of U.S. Hwy. 98, 55 feet; thence run N 89 degrees 59'51"W, a distance of 203.1 feet; thence run S 00 degrees 38'06"E, a distance of 105 feet to an iron pipe; thence run S 89 degrees 59'51"E, a distance of 153.30 feet to point of beginning. Said property being in Town of Daphne, Baldwin County, Alabama, and containing 0.50 acres, more or less.

STORE #195

From the Southeast corner of Lot 4, Block 15, of the Town of Elberta, as recorded in Map Book 1, page 21, Baldwin County, Alabama, Probate Records, run North 19.75 feet to a point; thence run West 100 feet along the right-of-way of Highway U.S. 98 to the point of beginning; thence continue West along U.S. Highway 98, 100 feet to an iron pipe; thence run North 150 feet to an iron pipe; thence run East 100 feet to an iron pipe; thence run South 150 feet to the point of beginning.

STORE NO. 397

Lease from Dempsey Boyd and wife, Frances S. Boyd, c/o Boyd Brothers, dated August 19, 1980, modified by Assignment of Lessee's Interest in Rents on September 16, 1980, and by Supplement to Lease dated December 2, 1980, amended by Amendment to Lease dated March 2, 1981, extended and renewed by Extension or Renewal of Lease dated December 3, 1990 (collectively the "Lease"), which demises the premises described as follows:

Store: 397

Legal Desc: Commencing at the intersection of the right-of-way projections of the West right-of-way of U.S. 431 South and the South right-of-way of Alabama Hwy. #30; thence S06 degrees-30'W, 100 feet to an iron pipe, the point of beginning; thence S06 degrees-30'W along the right-of-way of U.S. 431, a distance of 55 feet to a point; thence S88 degrees-55'W, a distance of 210 feet, more or less, to a point; thence North 02 degrees-39'E, a distance of 155 feet, more or less, to the South right-of-way of Alabama Hwy. #30; thence N87 degrees-55'E along said right-of-way, a distance of 125 feet to a concrete highway marker; thence S43 degrees-05'E, a distance of 131 feet to the point of beginning. Said property being in Barbour County, Alabama, and containing 0.57 acre, more or less. Lessor gives an easement for ingress and egress to property to be leased, and to any other tenants of Lessor; said easement located at Southeast corner of described property to coincide with crossover to be constructed by Alabama Highway Department. Said easement to have dimensions of 40 feet, more or less, along right-of-way of U.S. 431, and have a depth of 30 feet, more or less.

STORE NO. 154

Lease from Paul McCrary, Jr., dated August 14, 1992, and Landlord's Consent to Mortgage and Security Agreement dated August 14, 1992 (collectively the "Lease"), which demises the premises described as follows:

Beginning at joint lot line of Belcher Truck & Tractor Company and Paul McCrary lot and East right-of-way of U.S. Hwy. #82; thence in an Easterly direction along said lot line a distance of 135 feet; thence North along a line perpendicular to said joint lot line a distance of 100 feet; thence in a Westerly direction along a line parallel to said joint lot line a distance of 158 feet, more or less, to the right-of-way line of U.S. Hwy. #82; thence in a Southerly direction along said right-of-way line a distance of 100 feet, more or less, to the point of beginning; said property lying in the SW 1/4 of the SW 1/4 of Section 25, Township 23, Range 9 East, in the town of Centreville, Bibb County, Alabama.

STORE NO. 156

Lease from Luther Duke and Wife, Christeen Duke, dated August 24, 1992 (the "Lease"), which demises the premises described as follows:

All of Lots No. 5 and 6 and parts of Lots No. 4, 7, and 8, owned by Luther Duke and wife, Christeen Duke, in Parcel 'A' of the J.R. Hedrick Subdivision, a plat of which is recorded in Map Book 2, Page 4 in the Office of Judge of Probate, Chambers County, Alabama, said property is located in the SW 1/4 of Section 34, Township 22 North, Range 28 East, Chambers County, Alabama.

STORE NO. 210

Lease from Marvin O. Merritt and wife, Betty R. Merritt, dated September 21, 1992 , (the "Lease"), which demises the premises described as follows:

Store: 210

Legal Desc: Lots 11, 12, 13, 14, and 15, more or less of Block #1, Town of Gilbertown, South, according to the plat of Gilbertown South, which appears in Town Plat Book #1, a copy of which is recorded in Deed Book #12, page 105, in the Office of Judge of Probate of Choctaw County, Alabama.

LEASE NO. 314

Lease from C.H. Roberts and wife, Susie Roberts, dated August 30, 1977, modified by Addendum to Lease on September 15, 1977, extended and renewed by Extension or Renewal of Lease (undated) and by Extension or Renewal of Lease dated August 10, 1992 (collectively the "Lease"), which demises the premises described as follows:

Store: 314

Legal Desc: From the Northwest corner of Section 6, Township 9 North, Range 3 West, run N 85 degrees 55'E, for a distance of 680 feet; thence run Southerly along the West margin of Ala. Hwy. #17 a distance of 253.17 feet to an iron pipe for point of beginning. From said point of beginning run S 8 degrees W along West right of way of Ala. Hwy. #17, a distance of 42.3 feet to an iron pipe; thence S 51 degrees 45'W along the Northwest turnout of Ala. Hwy. #17, to U.S. Hwy. #84, a distance of 75.5 feet to an iron pipe; thence N 82 degrees West, a distance of 73.0 feet to an iron pipe; thence N 8 degrees East, a distance of 96.9 feet to an iron pipe; thence S 82 degrees East, a distance of 125 feet to point of beginning, and containing 0.25 acre, more or less. Said property located in Choctaw County, Alabama. Commencing at the point where the center line of U.S. Hwy. 84 crosses the West right-of-way line of Ala. Hwy. 17; thence West along the center line of U.S. Hwy. 84 for a distance of 125 feet; thence North to the Southern boundary line of that lot owned by the Black Warrior Electric Membership Corporation; thence East along the Southern boundary line of said lot owned by the Black Warrior Electric Membership Corporation to the West right-of-way line of Ala. Hwy. 17; thence South along said Western right-of-way of said Ala. Hwy. 17 to point of commencement; being in Section 6, Township 9 North, Range 3 West, Choctaw County, Alabama, recorded the 6th day of September 1977, in deed book 200, at page 476.

STORE #97/E535

Commencing at a point of the East margin of State Highway No. 5 (U. S. Highway No. 43) which point is 444 feet East of the one-half section corner between Sections 28 and 33, Township 9 North, Range 3 East; thence in a Northerly direction along the East margin of said Highway 190 feet to the point of beginning of the lot to be described; thence East one-half the distance from the East margin of said State Highway No. 5 to the West margin of Old State Highway No. 5, to a point, which said point is equidistant from the Southwest corner and Southeast corner of the certain lot conveyed by Cecil L. Chapman, Jr., to A. L. Payne, Jr., by deed dated April 25, 1947, recorded in Record Book 330, page 444, thence North to an old road, which marks the North boundary of the said lot conveyed by Chapman to Payne as aforesaid; thence South 73 degrees West with said old road to the East margin of the aforesaid State Highway No. 5; thence in Southerly direction along the East margin of said Highway, 85 feet to the point of beginning, being a part of the SW 1/4 of the SE 1/4 of Section 28, Township 9 North, Range 3 East, and the W 1/2 of the aforesaid lot conveyed by Chapman to Payne as aforesaid.

ALL MINERAL AND MINING RIGHTS EXCEPTED

STORE NO. 324

Lease from James F. Stephens and wife, Mary K. Stephens, dated March 29, 1978, as modified by Addendum to Ground Lease dated May 30, 1978, and as modified by Supplement to Lease dated July 5, 1978, and extended by Extension or Renewal of Lease dated March 16, 1988, and again extended by Extension or Renewal of Lease dated May 25, 1993, and as modified by Addendum to Lease dated May 25, 1993, (collectively the "Lease"), which demises the premises described as follows:

Store: 324

Legaldesc: A lot or parcel of land located in the City of Enterprise, Coffee County, Alabama, and being more particularly described as follows: Commencing at a Highway Marker 194+35 on the Southerly right-of-way line of Enterprise Circle (U.S. Highway 84 By-Pass); thence N 76 degrees 25'E along the Southerly right-of-way line of said Enterprise Circle (U.S. Highway 84 By-Pass) 793.1 feet to the Point of Beginning; thence S 36 degrees 20'W 138.25 feet to a point; thence S 52 degrees 05'E 105.2 feet to a point on the Westerly right-of-way of Dauphin Street Extension; thence N 36 degrees 12'E along the Westerly right-of-way of said street 150 feet to a point; thence N 52 degrees 05'W 95.2 feet to a point; thence S 76 degrees 25'W 15 feet along the Southerly right-of-way of Enterprise Circle (U.S. Highway 84 By-Pass) to the Point of Beginning. Said property being located in the Northwest Quarter of the Southwest Quarter, Section 9, Township 4 North, Range 22 East, and containing .360 acres, more or less. It is agreed that the parking area and driveways may be used jointly by other tenants of the Lessor for ingress and egress to adjacent properties.

STORE NO. 178

Lease from Frank Chavers and wife, JoAnne Chavers, dated November 19, 1992 (the "Lease"), which demises the premises described as follows:

Store: 178

Legal desc: Commencing at a point where the East right-of-way line of North Main Street intersects the North right-of-way line of U.S. Hwy. 31; thence run in a Northeasterly direction along the North right-of-way line of U.S. Hwy. 31, 179.2 feet to an iron pipe and the Southeast corner of the A.T. Bell lot for a point of beginning; thence continue in a Northeasterly direction along the North right-of-way line of U.S. Hwy. 31, 100.0 feet to an iron pipe; thence turn an angle of 90 degrees to the left from the last described point and run 132 feet, more or less, to an iron pipe; thence turn an angle of 91 degrees and 53 minutes to the left and run 85 feet; more or less, to an iron pipe and the Northeast corner of the A.T. Bell lot; thence run in a Southeasterly direction along the East boundary line of the A.T. Bell lot 128.9 feet to the point of beginning. Said lot lying and being in the Northwest Quarter of Northeast Quarter of Section 3, Township 5 North, Range 11 East, in the City of Evergreen, Conecuh County, Alabama.

STORE NO. 236

Lease from Luther Croley and wife, Mary Croley, dated October 31, 1974, as modified by Agreement dated July 13, 1975, and extended by agreement dated May 24, 1985, and again extended by agreement dated August 24, 1990, (collectively the "Lease"), which demises the premises described as follows:

Store: 236

Legal Desc: Beginning at the intersection of the South right-of-way of U.S. Highway 31, thence Southerly along East right-of-way of U.S. 31 a distance of 100 feet to a point; thence Easterly along a line parallel to South right-of-way of Azalea Avenue a distance of 150 feet to a point; thence Northerly along a line parallel to East right-of-way of U.S. Hwy. 31 a distance of 100 feet to a point on South right-of-way of Azalea Avenue; thence Westerly along South right-of-way of Azalea Avenue a distance of 150 feet to point of beginning. Said property being in Town of Castleberry, Conecuh County, Alabama, and is owned by Luther and Mary Croley.

STORE NO. 91

Lease from Quenton Stanford, dated February 4, 1992 (the "Lease"), which demises the premises described as follows:

Store: 91

Legaldesc: The North 100 feet of Lot B in Oates Street Subdivision as recorded in Plat Book 1, Page 241, in the Office of the Probate Judge, Ozark, Dale County, Alabama.

STORE #234

A parcel of land in Midland City, Dale County, Alabama, and being more particularly described as follows:

Commencing at the intersection of the centerline of Fifth Street and the South right of way of State Highway No. 123 (Old U. S. 231); thence Westerly along the South right of way of State Highway No. 123 a distance of 90.80 feet to the POINT OF BEGINNING; thence S 80°43' W along the South right of way of State Highway No. 123 a chord distance of 100.00 feet; thence S 06°54' E, a distance of 150.00 feet; thence N 80°43' E a distance of 100 feet; thence N 06°54' W a distance of 150.00 feet to the POINT OF BEGINNING. Said parcel being in the SE ¼ of Section 13, T4N, R25E, Dale County, Alabama.

STORE NO. 239

Lease from Charles L. Weston and wife, Almeda P. Weston, dated March 1, 1994 (the "Lease"), which demises the premises described as follows:

Store: 239

Legaldesc: Lot No. 3 in Ariton, Alabama, beginning at a stob and running South on Geneva and Clayton Road one hundred and five feet to lands now or formerly owned by C.D. Delony; thence East two hundred and ten feet to a stob; thence North one hundred five feet to a stob; thence West two hundred and ten feet to a stob of commencement, being a portion of SW 1/4 of NW 1/4 Section 11, T7, R23, Dale County, Alabama, and being the property conveyed by J.C. Barnes and M.C. Barnes to T.G. Pritchett by deed recorded in Deed Book B21, page 502, Probate records of Dale County, Alabama, and being the same property conveyed by Ellie Pritchett, a widow, et al. to Billy C. Herring and wife, Brenda S. Herring, by deed dated March 6, 1972 and recorded in Deed Book 049, page 535, aforesaid records.

LEASE NO. 298

Lease from Deans E. Barber, Jr. and wife, Margy M. Barber, dated December 10, 1976, as amended by Supplement to Lease dated May 13, 1977, extended and renewed by Extension or Renewal of Lease dated March 9, 1987, further extended and renewed by Extension or Renewal of Lease (undated), and by Landlord's Consent to Mortgage and Security Agreement dated August 12, 1992 (collectively the "Lease"), which demises the premises described as follows:

Store: 298

Legaldesc: Commencing at a point formed by the intersection of the South right of way of Old Orrville Road, and the East right of way of Vaughan Memorial Drive, said point being the Northwest corner of Lot 6, Valley Farms Subdivision, as shown in Map Book 1, Page 114 of Dallas County, Alabama; thence run N69 degrees-58'E, along the South right of way of Old Orrville Road, a distance of 279.4 feet, more or less, to the point of beginning of property to be leased. Thence continue N69 degrees-58'E along the South right of way of Old Orrville Road, a distance of 364 feet, more or less, to a point; thence run S52 degrees-48'E along the North right of way of the L & N Railroad, a distance of 381 feet, more or less; thence N19 degrees-42'W, a distance of 110.3 feet to point of beginning. Said lot contains 0.46 acres, more or less, and lies in the Southeast Quarter of Section 34, Township 17 North, Range 10 East, Dallas County, Alabama.

STORE #138

Commencing from the Southwest corner of the Northwest Quarter of Section 21, Township 18 North, Range 17 East, Elmore County, Alabama, said corner being on the North right-of-way of Elmore County Highway No. 7; thence South 89 deg. 56 min. 08 sec. East along the North right-of-way of said Elmore County Highway No. 7 a distance of 205.00 feet to the point of beginning; thence North 01 deg. 32 min. 08 sec. West a distance of 150.00 feet; thence South 89 deg. 56 min. 08 sec. East a distance of 125.00 feet; thence South 01 deg. 32 min. 08 sec. East a distance of 150.00 feet to the North right-of-way of Elmore County Highway No. 7; thence North 89 deg. 56 min. 08 sec. West along the North right-of-way of Elmore County Highway No. 7 a distance of 125.00 feet to the point of beginning. The said tract of land is located in the Southwest Quarter of the Southwest Quarter of the Northwest Quarter of Section 21, Township 18 North, Range 17 East, Elmore County, Alabama, and contains 0.43 acre, more or less, all according to survey of Frank B. Garrett, Jr., Registered Civil Engineer and Land Surveyor No. 9500, under date of January 24, 1984.

The above description was taken from that certain deed from Susie Mae Keith to Sunshine Jr. Stores, Inc., dated March 06, 1984, and recorded in the Office of the Judge of Probate of Elmore County, Alabama, on Roll 27, Frame 192.

STORE NO. 104

Lease from Edwin W. Ray & Jeanette S. Ray dated August 1, 1970, as extended by agreement dated June 2, 1980, and extended by Extension or Renewal of Lease dated August 2, 1985 and extended by Extension or Renewal of Lease from W.J. Justice, dated November 19, 1990, and by the Lease from W. J. Justice dated August 5, 1992 (collectively the "Lease"), which demises the premises described as follows:

The East 135 feet of Lots 29, 30, and 31 and the East 135 feet of the South three feet of Lot 32, in Block E of Greenlawn Addition to the City of Atmore, Alabama. This property has a frontage of 135 feet on Church Street and a depth of 78 feet along 8th Avenue.

STORE NO. 247

Lease from Wyman Vick, Sr. and wife, Louise B. Vick, dated June 11, 1975, as extended by agreement dated August 9, 1985, and by agreement dated October 18, 1990 (collectively the "Lease"), which demises the premises described as follows:

Store: 247

Legal desc: Commence at the point where the South Margin of the Greensboro By-Pass intersects the North line of the NE 1/4 of Section 20, Township 20 of Range 5 East in the City of Greensboro, and run thence Southeasterly along the South margin of said highway 419.7 feet to a point for the point of beginning of the property hereby described and conveyed which is marked by an iron pin, (which point of beginning is the Northeast corner of a lot conveyed by deed to Clarke Gas Appliance Co., Inc. by Lewis J. Lawson, Jr. which said point is the Northeast corner of the building occupied by Crawford's Egg Service: From said point of beginning run at right angles southerly, along the East wall of said building and a continuation thereof 140 feet, more or less, to a point, thence at right angles easterly 100 feet, more or less, to a point, and which said point is on West margin of a street; thence at right angles northerly 140 feet, more or less, along West margin of said street to a point marked by an iron pin and which said iron pin is located on South margin of said highway; thence at right angles Westerly 100 feet, more or less, along the South margin of said highway, to the point of beginning.

Hale County, Alabama

STORE NO. 69

Lease from Realty Leasing Corporation dated March 14, 1972, as extended by Extension or Renewal of Lease dated February 13, 1984 (collectively the "Lease"), which demises the premises described as follows:

Store: 69

Legal Desc: Beginning at the intersection of East Church Street and Cable Street and running in a Southerly direction parallel to Cable Street for a distance of 150 feet; thence running Eastward parallel to East Church Street to the Gilmore property; thence Northerly along said Gilmore property for a distance of 150 feet to the right-of-way of East Church Street; thence Westward along East Church Street 196 feet to the point of beginning; said property being situated in Headland, Henry County, Alabama; together with all improvements thereon.

STORE #230

A lot or parcel of land in the City of Dothan, Houston County, Alabama, and being more particularly described as follows: Beginning at a point on the Southerly side of U.S. Highway No. 84, which point is 40 feet South of the centerline at Highway Station 122+25.5 (P.T. of curve) and thence S10°-02'W, 201.3 feet to the North side of the East Coe Dairy Road; thence N86°-11'E along the North side of said road, 73.79 feet; thence N84°-41'E along the North side of said road, 134.35 feet to the West line of the Baker Motel; thence N21°-08'E, 71.91 feet to the Southerly side of U.S. Highway No. 84; thence N60°-09'W along the Southerly side of said highway, 228.5 feet to the point of beginning. Said lot being in the SW¼ of the NW¼ of Section 28, T3N, R27E :

STORE #287

A lot or parcel of land in the City of Dothan, Houston County, Alabama and being more particularly described as follows: Beginning at a point on the West side of Alabama Highway No. 53 (Cottonwood Highway), 160.00 feet in a direction of S18°-00'E, from the South right-of-way of the Ross Clark Circle and thence S18°-00'E, along the West side of said Highway No. 53, 108.35 feet to right-of-way monument Station No. 76+35; thence S13°-40'E, along the West side of said Highway No. 53, 28.48 feet; thence S89°-49'W, 165.71 feet; thence N18°-00'W, 81.29 feet; thence N70°-17'E, 160.00 feet to the Point of beginning. Said parcel being in the SE¼ of the NW¼ of Section 31, T3N, R27E and containing 0.40 acres, more or less. And being better described as follows:

A lot or parcel of land in the City of Dothan, Houston County, Alabama and being more particularly described as follows: Beginning at the intersection of the West side of Alabama Highway No. 53 and the Accepted South line of the SW ¼ of the NE ¼ of Section 31, T3N, R27E (said line is an extension of the North line of Southside Acres as recorded in the Probate Office in Plat Book 3, Page 1-14) and thence in a Northerly direction along the West side of said Highway 825 feet to the STARTING POINT; thence S89°-49'W, 165.71 feet; thence N18°-00'W, 81.29 feet; thence N70°-17'E, 160.0 feet to the West side of said Alabama Highway No. 53; thence S18°-00'E, along the West side of said Highway 108.35 feet to right-of-way monument Station No. 76+35; thence S13°-40'E, along the West side of said Highway 28.48 feet to the STARTING POINT. Said parcel being in the SE¼ of the NW¼ of Section 31, T3N, R27E and containing 0.40 acres, more or less.

STORE NO. 354

Lease from Bill Hart dated July 27, 1992, (the "Lease"), which demises the premises described as follows:

Store: 354

Legal Desc: Commencing at a point where the West line of the SW1/4 of the SE1/4, Section 16, T3N, R26E, Houston County, Alabama, intersects the North ROW of Flowers Chapel Road, proceed in an Easterly direction along said ROW a distance of 349.31 feet to the point of beginning; thence N 87 degrees 59'45"E a distance of 120 feet, more or less; thence N 3 degrees 59'45"W a distance of 177 feet, more or less, to the South ROW of U.S. Hwy. #84; thence N 69 degrees 29'W a distance of 100 feet; thence S 9 degrees 43'55' W a distance of 219.31 feet to the point of beginning. Said land lying in and being a part of the SW1/4 of the SE1/4, Section 16, T3N, R26E, City of Dothan, Houston County, Alabama, and containing 0.5 acre, more or less. It is agreed and understood that use of driveway to Flowers Chapel Road is for access only. There will be no parking in that area.

STORE NO. 359

Lease from Alex H. Speigner and wife, Kathryn H. Speigner, dated March 5, 1980, as modified by agreement dated June 2, 1980, and by Supplement to Lease dated September 8, 1980, as extended by agreement dated August 14, 1990 (collectively the "Lease"), which demises the premises described as follows:

Store: 359

Legal Desc: Commence at the intersection of the Westerly right-of-way of Ross Clark Circle and the Southerly right-of-way of Fortner Street; thence Southwesterly along the Southerly right-of-way of Fortner Street, a distance of 160 feet; thence Southerly along a line parallel to the Westerly right-of-way of Ross Clark Circle, a distance of 110 feet; thence Northeasterly along a line parallel to the Southerly right-of-way of Fortner Street, a distance of 160 feet to a point on the Westerly right-of-way of Ross Clark Circle; thence Northwesterly along said right-of-way, a distance of 110 feet to point of beginning. Said property being part of Section 27, Township 3 North, Range 26 East, City of Dothan, Houston County, Alabama; containing 0.40 acres, more or less.

STORE NO. 389

Lease from James H. Lamb and wife, Bobby Jean Lamb, dated November 8, 1979, and by Supplement to Lease dated February 23, 1980, (collectively the "Lease"), which demises the premises described as follows:

Store: 389

Legal Desc: Beginning at the intersection of the North line of Cottonwood City Cemetery and the Westerly right-of-way line of Jewell Street; thence Northeasterly along Westerly right-of-way line of Jewell Street, a distance of 375 feet to a point; said point to be point of beginning of property to be leased; thence Southwesterly along said Westerly right-of-way of Jewell Street, a distance of 180 feet to a point; thence Westerly along a line parallel to the North property line of Cottonwood City Cemetery, a distance of 110 feet, more or less, to the Easterly right-of-way of Old Cook Street A/S/A Sealy Springs Road; thence Northeasterly along the Easterly right-of-way of Old Cook Street, a distance of 210 feet, more or less, to a point; thence Southeasterly a distance of 50 feet to the point of beginning. Said property being part of parcel 11, Section 23, Township 1 North, Range 27 East, in the City of Cottonwood, Houston County, Alabama, and containing 0.34 acres, more or less.

STORE #399

A parcel of land in the City of Dothan, Houston County, Alabama and being more particularly described as follows: Beginning at a point 100.0 feet in a direction of N63°-38'-30"W from the P. I. intersection of Alabama Highway No. 52, and Trawick Road; thence N63°-38'-30"W along Trawick Road 63.11 feet; thence N48°-56'-49"E 242.0 feet; thence S34°-08'-56"E 175.26 feet to the northerly side of Alabama Highway No. 52; thence S57°-21'-17"W along said Highway 60.0 feet; thence S86°-51'-23"W along said Highway 174.06 feet to the point of beginning. Said parcel being in the NW¼ of the NE¼ of Section 33, Township 3 North, Range 26 East.

STORE #LB555

For a point of Beginning of the lands herein described, commence at a P.R.M. (Permanent Reference Monument - Concrete Monument) set at the point where the westerly margin of Alabama Highway No. 53 intersects the southerly margin of Ross Clark Circle (Al. Hwy. Dept. Project S-266-F); thence $S70^{\circ} 17'W$ along the southerly margin of said Ross Clark Circle a distance of 160.0 feet to a point marked by an iron pin; thence $S18^{\circ} 00'E$ a distance of 160.0 feet to a point marked by an iron pin; thence $N70^{\circ} 17'E$ a distance of 160.0 feet to a point marked by a P.R.M. set in the westerly margin of said Alabama highway No. 53; thence $N18^{\circ} 00'W$ along the westerly margin of said highway a distance of 160.0 feet to the Point of Beginning.

Said lands may also be described as: Commencing at the point where the South line of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ intersects the westerly margin of Alabama Highway No. 53 (said point be established by the extension of that forty line shown on the plat of the Southside Acres S/D in Plat Book 1, at page 110); thence northerly along the westerly margin of said highway a distance of 825.0 feet to a point marked by a P.R.M. (permanent Reference Monument - Concrete Monument); thence continue along the westerly margin of said highway a bearing of $N13^{\circ} 40'W$ a distance of 28.48 feet to a P.R.M.; thence $N18^{\circ} 00'W$ along the westerly margin of said Alabama Highway a distance of 108.35 feet to a point marked by a P.R.M. and the Point of Beginning of the lands herein described; thence continue $N18^{\circ} 00'W$ along the westerly margin of said highway a distance of 160.0 feet to a point marked by a P.R.M. set in the southerly margin of Ross Clark Circle (Ala. Highway Dept. Project S-266-F); thence $S70^{\circ} 17'W$ along the southerly margin of said Ross Clark Circle a distance of 160.0 feet to a point marked by an iron pin; thence $S18^{\circ} 00'E$ a distance of 160.0 feet to a point marked by an iron pin; thence $N70^{\circ} 17'E$ a distance of 160.0 feet to the Point of Beginning.

Said lot or parcel of land lying in and being a part of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 31, Township 3 North, Range 27 East in Dothan, Houston County, Alabama.

STORE NO. 248

Lease from Wyman Vick, Sr. and wife, Louise B. Vick, dated May 30, 1975, as amended by Extension or Renewal of Lease dated August 9, 1985, and by Extension or Renewal of Lease dated December 21, 1990 (collectively the "Lease"), which demises the premises described as follows:

Store: 248

Legaldesc: Lots 4 and 5 of Block 5 of the Hodo Addition to the Town of Millport, Alabama, as the map or plat appears of Record in the Office of the Judge of Probate of Lamar County, Alabama and being in Section 23, T17S, R15W.

STORE NO. 62

Lease from O'Mar, Inc., dated February 2, 1989, as modified by Supplement to Lease dated March 13, 1989, (collectively the "Lease"), which demises the premises described as follows:

Store: 62

Legaldesc: Commencing at the Northeast corner of the Southeast Quarter of the Northeast Quarter of Section 2, T5S-R3W, Mobile County, Alabama, run West 390.3 feet to a point on the East right of way line of Dawes Road (60 foot right of way), thence run Southwestwardly along said East right of way line of Dawes Road 1093.30 feet to the Southwest corner of Lot 11, Airport Manor, according to plat recorded in Map Book 9, Page 275 of the records in the office of the Judge of Probate Court of Mobile County, Alabama, said point being the point of beginning of the property herein described, thence along the South boundary of said Lot 11 run S 84 degrees 39'11" E 232.48 feet to the Southeast corner of said Lot 11; thence run S 01 degree 27'30" E 190.32 feet to a point on the North right of way line of Cottage Hill Road; thence along said North right of way line of Cottage Hill Road run S 89 degrees 26'21" W 260.80 feet to a point on the East right of way line of Dawes Road; thence along said East right of way line of Dawes Road run N 00 degrees 53' W 91.30 feet to a point; thence continuing along said East right of way line of Dawes Road run N 11 degrees 54' E 125.78 feet to the point of beginning. Containing 51,175 square feet.

STORE NO. 63

Lease from O'Mar, Inc., dated April 19, 1989, as modified by Supplement to Lease dated September 26, 1989, (collectively the "Lease"), which demises the premises described as follows:

Store: 63

Legaldesc: Commencing at the Northwest corner of Section 15, Township 5 South, Range 2 West, Mobile County, Alabama, run South 00 degrees 22 minutes 50 seconds West along the West line of said Section 15, a distance of 40.0 feet to a point on the South right of way line of Girby Road; thence along said South line of Girby Road run North 89 degrees 29 minutes 10 seconds East 1541.09 feet to a point; thence continuing along said South line of Girby Road run South 00 degrees 30 minutes 50 seconds East 10.0 feet to a point; thence continuing along said South line of Girby Road run North 89 degrees 29 minutes 10 seconds East 300.00 feet to a point; thence continuing along said South line of Girby Road run North 00 degrees 30 minutes 50 seconds West 10.0 feet to a point; thence continuing along said South line of Girby Road run North 89 degrees 29 minutes 10 seconds East 135.0 feet to its intersection with the East right of way line of Arrington Drive; said point being the point of beginning of the property herein described; thence continuing North 89 degrees 29 minutes 10 seconds East along said South line of Girby Road run 224.56 feet to the intersection with the Southwest right of way line of Knollwood Drive; thence along said Southwest line of Knollwood Drive run South 60 degrees 19 minutes 45 seconds East 82.55 feet to a point; thence continuing along said Southwest line of Knollwood Drive run South 13 degrees 59 minutes 11 seconds West 5.35 feet to a point on the North boundary of Lansdowne Subdivision, Unit Two, as recorded in Map Book 25, Page 57 of the Probate Court Records, Mobile County, Alabama; thence along said North boundary of Lansdowne Subdivision, Unit Two, run South 13 degrees 59 minutes 11 seconds West 130.19 feet to a point; thence continuing along said North line of Lansdowne Subdivision, Unit Two, run South 89 degrees 38 minutes 29 seconds West 200.08 feet to the Northeast corner of Vista Ridge, Unit Three, as recorded in Map Book 37, Page 80 of the Probate Court Records, Mobile County, Alabama; thence along the North boundary of said Vista Ridge, Unit Three, run South 89 degrees 29 minutes 10 seconds West 124.59 feet to a point on the aforementioned East right of way line of Arrington Drive; said point being on the arc of a 217.28 foot radius curve concave Westwardly; thence along said East line of Arrington Drive run Northwardly along said arc of curve 129.76 feet to the P.T. of said curve; thence continuing along said East line of Arrington Drive run North 00 degrees 30 minutes 50 seconds West 25.0 feet to the P.C. of a curve to the right having a central angle of 90 degrees 00 minutes and a radius of 25 feet; thence continuing along said East line of Arrington Drive run Northeastwardly along the arc of said curve 39.27 feet to the point of beginning. Containing 1.216 acres, more or less.

STORE NO. 112

Lease from LL & T Property Ltd., dated June 17, 1988, as modified by Supplement to Lease, dated October __, 1994, (collectively the "Lease"), which demises the premises described as follows:

Store: 112

Legal Desc: Beginning at the intersection of the North line of Airport Boulevard and the West line of Section 27, Township 4 South, Range 3 West, Mobile County, Alabama, run thence North 00 degrees 34'16" West along said West line 231.21 feet to a point, thence North 81 degrees 11'12" East along the West line of Snow Road 175.75 feet to a point, thence South 37 degrees 38'46" West 83.25 feet to a point, thence South 83 degrees 34'52" West along the North line of Airport Boulevard 149.67 feet to the point of beginning.

STORE # 139

That part of Lot 37, Block 11, Town of Citronelle, Alabama, more particularly described as follows, to-wit: From the Northeast corner of said Lot 37, run South along the West line of Third Street (U.S. Highway 45), a distance of 190 feet to the point of beginning; thence continue South along the West line of said street or highway a distance of 100 feet to a point; thence West along a line parallel to State Street, a distance of 130 feet to a point; thence run North 100 feet to a point; thence run East a distance of 130 feet to the point of beginning.

SUBJECT TO HOWEVER:

Reservation of all oil, gas and other minerals, and all rights in connection therewith; as contained in deed from Marcella Waterall to Y. Charles Earle, Jr., et us, dated February 16, 1972, and recorded in Real Property Book 1111, page 226.

Right of way granted Mobil Oil Corporation by Y. Charles Earle, et ux, by instrument dated May 26, 1972, and recorded in Real Property Book 1143, page 549

Oil, gas and mineral lease and all rights in connection therewith by John T. Waterall, et al, to C. H. Wansley, dated September 1, 1955, and recorded in Deed Book 164, page 869.

STORE #144

Lots 5 and 6 of the Resubdivision of Lots 1, 2, 3, 4, 5, 6 and Part of 19 of Saraland Subdivision, according to map thereof recorded in Deed Book 133, N.S. Page 4, as recorded in Map Book 6, Page 236, of the records of the Office of the Judge of Probate, Mobile County, Alabama

LESS AND EXCEPT:

All oil, gas and mineral rights as contained in that certain deed recorded in Real Property Book 2195, at page 0285, of the records of the Office of the Judge of Probate, Mobile County, Alabama.

STORE NO. 147

Lease from LL & T Property Ltd., an Alabama Limited Partnership, dated June 17, 1988, as amended by Supplement to Lease dated (undated) (collectively the "Lease"), which demises the premises described as follows:

PARCEL 'A' From the Northwest corner of the Northeast Quarter of Section 25, Township 6 South, Range 4 West, Mobile County, Alabama, run thence South 00 degrees 17 minutes 30 seconds East 150.00 feet to a point, thence South 89 degrees 39 minutes 52 seconds East 40.00 feet to a point on the East line of the Grand Bay Wilmer Road for the point of beginning of the property herein described, thence continue South 89 degrees 39 minutes 52 seconds East 300.00 feet to a point, thence South 00 degrees 17 minutes 30 seconds East 189.68 feet to a point, thence North 89 degrees 38 minutes 13 seconds West 300.00 feet to a point, thence North 00 degrees 17 minutes 30 seconds West along the East line of the Grand Bay Wilmer Road 189.54 feet to the point of beginning. PARCEL 'B' From the Northwest corner of the Northeast Quarter of Section 25, Township 6 South, Range 4 West, Mobile County, Alabama, run thence South 00 degrees 17 minutes 30 seconds East 150.00 feet to a point, thence South 89 degrees 39 minutes 52 seconds East 40.00 feet to a point, thence South 00 degrees 17 minutes 30 seconds East along the East line of the Grand Bay Wilmer Road 249.54 feet to the point of beginning of the property herein described; thence continue South 00 degrees 17 minutes 30 seconds East 156.64 feet to a point, thence South 40 degrees 17 minutes East 57.14 feet to a point thence South 89 degrees 38 minutes 13 seconds East 263.28 feet to a point, thence North 00 degrees 17 minutes 30 seconds West 200.00 feet to a point, thence North 89 degrees 38 minutes 13 seconds West 300.00 feet to the point of beginning.

STORE NO. 157

Lease from Young Charles Earle, Jr., and wife, Patricia R. Earle, dated September 26, 1972, and extended by agreement from Helen E. Stukenholtz, dated April 29, 1983, and again extended by agreement dated June 7, 1988, as amended by First Amendment to Jr. Store #157 Lease Agreement, dated June 25, 1993 (collectively the "Lease"), which demises the premises described as follows:

The East 300 feet of Lot 5 in Purvis First Addition to Bayou La Batre, according to plat thereof recorded in Map Book 9, Page 109 of the records in the office of the Judge of Probate, Mobile County, Alabama, and being more particularly described as follows: Beginning at the Northeast corner of said Lot 5; thence run North 85 degrees 59 minutes West along the North line of said Lot, 300 feet to a point; thence run South 2 degrees 34 minutes East and parallel the West right of way line of the Bayou La Batre - Irvington Road 97.5 feet, more or less, to a point on the South line of said Lot 5, thence run South 85 degrees 36 minutes East and along said South line, 300 feet to a point on the West line of the Bayou La Batre - Irvington Road; thence run North 2 degrees 34 minutes West along said West line 100 feet to the place of beginning.

STORE #158

The West 95 feet of Lots 1, 2, 3, 4, 5, 6, 41, 42, 43, 44 and 45, all in Block 1-A of Warner's Subdivision, Alba's Extension addition to Coden, Alabama, as per plat recorded in Map Book 2, pages 22-23, in the office of the Judge of Probate of Mobile County, Alabama.

STORE #159

Lot Number 12 of Freelands 2nd Addition to Grand Bay, Alabama, Block No. 1, 1st Sector, according to plat on record in Probate Court, Map Book No. 6, page 540, April 18th, 1955, Mobile County, Alabama.

STORE NO. 313

Lease from John B. Broadway and wife, Merle R. Broadway, William J. Puckett, Jr. and Deloris J. Puckett, dated September 23, 1977, as modified by Supplement to Lease dated January 3, 1978, and extended by Extension or Renewal of Lease dated July 6, 1987, and again extended by Extension or Renewal of Lease dated August 16, 1988, and again extended by Extension or Renewal of Lease dated December 10, 1992 (collectively the "Lease"), which demises the premises described as follows:

Store: 313

Legal desc: Commencing at the intersection of the South ROW line of Riverview Drive, ROW being 80 feet, and the West line of Block D, Bay View as recorded in Deed Book 138 N.S., pages 86-87, Probate Court Records, Mobile County, Alabama, thence S 89 degrees 41'E 173.23 feet along the South ROW line of Riverview Drive to the point of beginning of the property described herein, thence continuing S 89 degrees 41'E 158.88 feet along the South ROW line of Riverview Drive, thence S 42 degrees 12'30"E 81 feet along the South ROW line of Riverview Drive to the West ROW line of Dauphin Island Parkway (formerly Cedar Point Road), ROW being 60 feet, thence S 05 degrees 16'W 40 feet along the West ROW line of Dauphin Island Parkway, thence N 89 degrees 41'W 218.88 feet, thence N 05 degrees 16'E 100 feet to the South ROW line of Riverview Drive and the point of beginning, said described parcel being a portion of Lots 39 and 40, Block D, Bay View and being located in Section 7, T7S, R1W, Mobile County, Alabama.

STORE #331

Lot 42, NORTH GATE SUBDIVISION, as recorded in Map Book 8, page 19, in the Office of the Judge of Probate, Mobile County, Alabama.

LESS AND EXCEPT all interest in and to all oil, gas and other minerals in, on and/or under said property and all rights in connection therewith.

STORE #417

East 211.00 feet of Lot 1, EDWIN TOWNSEND'S SUBDIVISION
NO. 1, in Lot 3 of the 1st Division of the McVOY TRACT,
as per plat recorded in Map Book 2, page 39, Probate
Court Records, Mobile County, Alabama.

STORE NO. 445

Lease from O'Mar, Inc., dated December 1, 1989, and modified by Supplement to Lease dated February 9, 1990 (collectively the "Lease"), which demises the premises described as follows:

Store: 445

Legal Desc: Lot One, Jr. Store Unit Two according to a plat thereof recorded in Map Book 45, Page 46. SUBJECT TO HOWEVER: 1. Easement granted American Telephone and Telegraph Company of Alabama by Chickasaw Realty Company by instrument dated May 14, 1948 and recorded in Deed Book 457, Page 187. 2. Easement for drainage ditch and back slope granted Mobile County by instrument recorded in Real Property Book 350, Page 694. (South Line) 3. 18 foot drainage easement along South line of property described above as reserved in deed from James C. Barrett, et al, to Sunshine-Jr. Stores, Inc. dated May 26, 1989 and recorded in Real Property Book 3433, Page 587.

Mobile County, Alabama

STORE #E530

From the Northeast corner of the Southwest Quarter of the Northeast Quarter of Section 2, Township 5 South, Range 3 West, Mobile County, Alabama run West 390.3 feet to a point on the East right of way line of Dawes Road (60 foot right of way); thence Southwestwardly along said East line 1,093.3 feet to the Southwest corner of Lot 11, Airport Manor as recorded in Map Book 9, Page 275, Probate Court Records, Mobile County, Alabama for the point of beginning of the property herein described; thence continue along said East right of way line South 11 degrees 54 minutes West 125.78 feet; thence South 00 degrees 53 minutes East 91.3 feet to a point on the North right of way line of Cottage Hill Road; thence North 89 degrees 26 minutes 21 seconds East along said North right of way line 480.8 feet to a point on the West right of way line of Capital Road (50-foot right of way); thence North 00 degrees 58 minutes 42 seconds West along said West right of way line 200 feet to a point at the Southeast corner of Lot 12, aforesaid Airport Manor thence along the South line of Airport Manor as follows: South 89 degrees 26 minutes 16 seconds West 220 feet, South 08 degrees 22 minutes 28 seconds West 9.81 feet, North 84 degrees 39 minutes 11 seconds West 232.48 feet to the point of beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

Commencing at the Northeast corner of the Southeast Quarter of ;the Northeast Quarter of Section 2, T5S-R3W Mobile County, Alabama, run West 390.3 feet to a point on the East right of way line of Dawes Road (60 foot right of way); thence run Southwesterly along said East right of Way line of Dawes Road 1093.30 feet to the Southwest corner of Lot 11, Airport Manor, according to plat recorded in Map Book 9, page 275 of the records of the Office of the Judge of probate Court of Mobile County, Alabama, said point being the point of beginning of the property herein described; thence along the South boundary of said Lot 11, run S 84°39'11" E. 232.48 feet to the Southeast corner of said Lot 11; thence run S 01°27'30" E 190.32 feet to a point on the North right of way line of Cottage Hill Road; thence along said North right of way line of Cottage Hill Road run S 89°26'21". W 260.80 feet to a point on the East right of way line of Dawes Road; thence along said East right of way line of Dawes Road run N 00°53' W. 91.30 feet to a point; thence continuing along said East right of way line of Dawes Road run N 11°54' E 125.78 feet to the point of beginning.

STORE #E560

Commencing at a point where the West line of Section 28, Township 5 South, Range 2 West, Mobile County, Alabama, intersects the South right of way line of Old Pascagoula Road, thence run Northeastwardly along said South line of Old Pascagoula Road 1,606.1 feet to a point, said point being on the arc of a 3,779.72 foot radius curve concave Southeastwardly; thence continuing along said South line of Old Pascagoula Road, run Northeastwardly along the arc of said curve 253.15 feet to the P.T. of said curve; thence continuing along said South line of Old Pascagoula Road, run North 54 degrees 27 minutes 52 seconds East 732.88 feet to the point where the South line of Old Pascagoula Road is intersected by the Northeastern boundary of Quail Run, Unit One, as recorded in Map Book 26, Page 122, Probate Court Records, Mobile County, Alabama, and the point of beginning; thence continuing North 54 degrees 27 minutes 52 seconds East along said South line of Old Pascagoula Road 935.0 feet to the Southwest corner of Old Pascagoula Road and Carol Plantation Road; thence along the West right of way of Carol Plantation road, run South 01 degrees 01 minutes 52 seconds West 568.73 feet to a point; thence South 89 degrees 51 minutes 11 seconds West along the North line now or formerly of Claiborne Arms Apartments 525.74 feet to a point; thence South 47 degrees 19 minutes 35 seconds West 147.33 feet to a point; thence North 42 degrees 40 minutes 25 seconds West a distance of 171.95 feet to the point of beginning; SUBJECT, HOWEVER, to a non-exclusive 18 foot drainage easement 9 feet each side of the following described centerline: Commencing at a point where the West line of Section 28, Township 5 South, Range 2 West, Mobile County, Alabama, intersects the South right of way line of Old Pascagoula Road, thence run Northeastwardly along said South line of Old Pascagoula Road 1,606.1 feet to a point, said point being on the arc of a 3,779.72 foot radius curve concave Southeastwardly; thence continuing along said South line of Old Pascagoula Road, run Northeastwardly along the arc of said curve 253.15 feet to the P.T. of said curve; thence continuing along said South line of Old Pascagoula Road, run North 54 degrees 27 minutes 52 seconds East 732.88 feet to a point where the South line of Old Pascagoula Road is intersected by the Northeastern boundary of Quail Run, Unit One, as recorded in Map Book 26, Page 122, Probate Court Records, Mobile County, Alabama; thence continue North 54 degrees 27 minutes 52 seconds East along said South line of Old Pascagoula Road 935.0 feet to the Southwest corner of Old Pascagoula Road and Carol Plantation Road; thence along the West right of way of Carol Plantation Road, run South 01 degree 01 minutes 52 seconds West 559.73 feet to the point of beginning of said centerline; thence South 89 degrees 57 minutes 43 West 698.42 feet to a point; thence North 60 degrees 46 minutes 14 seconds West 48.65 feet to the South line of Old Pascagoula Road and the point of ending; ALSO SUBJECT to easement for drainage ditch and back slope as recorded in Real Property Book 350, Page 694, Probate Court Records, Mobile County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

Lot One, Jr. Store Unit Two according to a plat thereof recorded in Map Book 45, page 46, in the office of the Judge of Probate, Mobile County, Alabama.

STORE #369

Commencing at the Southeast corner of Lot No. 11, of the Gilliam Subdivision to the Town of Monroeville, as per plat of record in Deed Book 141, at page 349, in the Office of the Judge of Probate, said point being the point of beginning; thence North 40 feet along the West margin of Linden Street; thence North 79 degrees 40 minutes West 40.4 feet; thence North 73.5 feet to North line of said Lot No. 11; thence West 10 feet; thence North 25 feet; thence West 100 feet; thence South 25 feet to Southwest corner of Lot No. 8 in said Subdivision; thence East 17.3 feet; thence South 96.8 feet to North right of way of Alabama Highway No. 47; thence South 79 degrees 40 minutes East 134.1 feet along said right of way to the point of beginning, and being the South 25 feet of Lot No. 8, less and except the East 50 feet thereof, the East 32.7 feet of Lot No. 9, all of Lot No. 10, and the West 10 feet and South 40 feet of Lot No. 11, the South 40 feet being measured parallel to Alabama Highway No. 47, and all being located in the said Gilliam Subdivision to the Town of Monroeville.

Monroe County, Alabama

STORE #146

Lots 1 and 2, Block E of I-85 Park-Plat #1, as the Plat thereof appears of record in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 24, at page 137; LESS AND EXCEPT a 20 foot wide strip off the East side of said Lot 2, Block E, as conveyed by Sunshine-Jr. Stores, Inc. to Charles W. Jinright and Barry W. Pegram by Warranty Deed recorded in the Office of the Judge of Probate of Montgomery County, Alabama in Real Property Book 924, at Page 298.

STORE NO. 174

Lease from William C. Forehand and wife, Jean M. Forehand, dated January 30, 1973, as assigned to The First National Bank of Montgomery, Alabama on May 25, 1973, as extended and renewed by Extension or Renewal of Lease from Don M. Martin and William E. Bryant dated August 9, 1985, further extended and renewed on December 7, 1990 by Extension or Renewal of Lease from Harold B. Bishop, as amended by Addendum to Lease by Harold Bishop dated (undated) (collectively the "Lease"), which demises the premises described as follows:

Store: 174

Legaldesc: Commencing at a point of the North side of Well Road 4033.85 feet North, 00 degrees 05' East from the Southwest corner of Section 21, Township 16 North, Range 17 East; thence North 67 degrees East a distance of 238.7 feet to the point of beginning; continue North 67 degrees East for a distance of 150 feet; thence turn North 30 degrees 2' West for a distance of 190 feet+-; thence turn South 33 degrees 45' West a distance of 150 feet+-; thence turn South 23 degrees 00' East 117 feet to point of beginning, said parcel embodying approximately 1/2 acre.

Montgomery County, Alabama

STORE #404

Commence at the Southeast Corner of the Southeast Quarter of the Northeast Quarter of Section 6, T16N, R17E, Montgomery County, Alabama; thence run N 00° 51' E, 93.35 feet; thence N 06° 05' W, 53.10 feet to a point on the Northerly right of way of Washington Ferry Road; thence N 54° 57' W along said northerly right of way 556.29 feet to the point of beginning; thence continue along said right of way, N 54° 57' W, 205.00 feet to a point in a curve (concave Easterly) on the Easterly right of way of Hunter Loop Road, thence along said easterly right of way in a curve, the chord being N 36° 26' E, 147.33 to a point on the southerly right of way of the G.M.&O. Railroad; thence along said southerly right of way of G.M.&O. Railroad, S 43° 57' E, 205.21 feet; thence leaving said right of way run S 35° 03' W, 108.13 feet to the point of beginning.

Said described parcel lying in a portion of the southeast quarter of the northeast quarter of Section 6, T16N, R17E, Montgomery County, Alabama;

STORE #E235

Lot 3, Block F, all as according to the Declaration of Condominium and Exhibits thereto to Wedgewood Village, a Condominium, Montgomery County, Alabama, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama, in Apartment Ownership Book 5, at Page 1, et seq., together with an undivided 1/150th interest for each lot in the common areas and facilities, all as provided in the Declaration hereinabove stated.

Subject to Declaration, Final Survey, By-laws and Rules and Regulations of Wedgewood Village, a Condominium as recorded in the Office of the Judge of Probate of Montgomery County, Alabama, in Apartment Ownership Book 5, at Page 1, et seq.

STORE #155

From intersection of North right-of-way of Green Street and West right-of-way of Alabama Highway No. 14 which is point of beginning, run North 22 Degrees 0 Minutes East along West right-of-way of Alabama Highway No. 14 for 85 feet to an iron pipe; thence continue North 22 Degrees 0 Minutes East along said West right-of-way for 15 feet to a point; thence North 85 Degrees and 0 Minutes West 138 feet to a point; thence South 22 Degrees 0 Minutes West 126 feet to an iron pipe on North right-of-way of Green Street; thence South 84 Degrees 0 Minutes East along North right-of-way of Green Street 138 feet to point of beginning, containing 0.31 of an acre, more or less, and lying in the NW 1/4 of SW 1/4 of Section 7, Township 19 North, Range 7 East, Perry County, Alabama.

STORE NO. 243

Lease from Richard Walters, a single man, and Z. D. Vick, Jr. and wife, Elizabeth N. Vick, dated May 22, 1975, as amended by Extension or Renewal of Lease dated August 6, 1985, and amended by Addendum to Lease dated December 7, 1993, (collectively the "Lease"), which demises the premises described as follows:

Store: 243

Legal Desc: Beginning at a point where the Southerly R.O.W. line intersects the Westerly R.O.W. line of Alabama Hwy. #17; thence in a Southwesterly direction along Southerly R.O.W. line of 3rd Avenue, a distance of 288.5' to a ditch; thence in a Southeasterly direction along said ditch a distance of 101', plus or minus, to point of beginning of property to be described; thence in a Northeasterly direction along a line parallel to the Southerly R.O.W. line of 3rd Avenue, a distance of 190', plus or minus, to the Westerly R.O.W. line of Alabama Hwy. #17; thence Southwesterly along said Westerly R.O.W. line, a distance of 250', plus or minus, to a ditch; thence in a Northwesterly direction along said ditch, a distance of 198.5' plus or minus, to point of beginning. Said property being in Aliceville, Pickens County, Alabama, and containing 0.43 acres, more or less.

STORE NO. 246

Lease from Wyman Vick, Sr. and wife, Louise B. Vick, dated May 30, 1975, as amended by Extension or Renewal of Lease dated August 9, 1985, and by Extension or Renewal of Lease dated September 28, 1990, (collectively the "Lease"), which demises the premises described as follows:

Store: 246

Legal Desc: Commencing at the intersection of the South boundary of Weir Street and the East boundary of Alabama Highway #17; thence Southerly along the East boundary of Highway #17 a distance of 229 feet; thence Easterly along a line parallel to Weir Street, a distance of 150 feet to property owned by Carrollton Improvement Association; thence Northerly along said property line and parallel to East right-of-way of Alabama Highway #17 a distance of 229 feet to South boundary of Weir Street; thence Westerly along South boundary of Weir Street a distance of 150 feet to point of beginning. Said property being part of the 'Tanyard Lot' and being located in the Town of Carrollton, Pickens County, Alabama.

STORE NO. 291

Lease from Victor Scott and wife, Charlene H. Scott, dated August 30, 1977, as amended by Supplement to Lease dated December 12, 1977, extended and renewed by Extension of Renewal of Lease from Scott-Long Realty, Inc. dated September 14, 1987, further extended and renewed by Extension or Renewal of Lease from Charlene H. Scott dated August 15, 1992 and by Landlord's Consent to Mortgage and Security Agreement from dated August 15, 1992 (collectively the "Lease"), which demises the premises described as follows:

Store: 291

Legal Desc: Lot #2, Givhan Subdivision, Shelby County, Montevallo, Alabama.

STORE #353

Lots 3 and 4, in Block 275, according to J.H. Dunstan's Map and Survey of the Town of Calera, Alabama, situated in Shelby County, Alabama.

STORE #416

Commence on the East line of Section 26, Township 21, Range 1 West, at a point 1010.86 feet North of the one-half mile corner of said Section 26; thence North 73 degrees 20 minutes East 16 feet to the point of beginning; run thence South 04 degrees 15 minutes East a distance of 125 feet along the East margin of an alley leading South from East College Street to a point; run thence North 73 degrees 05 minutes East 151.23 feet to a point; run thence North 15 degrees 15 minutes West 125 feet to the North side of the paved sidewalk on the South side of East College Street; run thence South 71 degrees 45 minutes West along North margin of sidewalk a distance of 128 feet to the point of beginning; being situated in the Southwest 1/4 of Northwest 1/4 of Section 25, Township 21 South, Range 1 West, Columbiana, Shelby County, Alabama.

STORE NO. 277

Lease from Neil Friday and wife, Carolyn Friday, dated May 6, 1976, as transferred and assigned by Transfer and Assignment of Leases to First National Bank of Tuscaloosa dated November 7, 1977, as extended and renewed by Extension or Renewal of Lease dated December 5, 1988 (collectively the "Lease"), which demises the premises described as follows:

Store: 277

Legal Desc: Commencing at a point on U.S. Hwy. #11 By-Pass, which is Station 563+50; thence Easterly along the Southeast ROW line of U.S. Hwy. #11, By-Pass, a distance of 30 feet, more or less, to point of beginning for property to be leased; thence continue along said ROW line, a distance of 143 feet, more or less, to a point; thence turn right 90 degrees, and run 133 feet to a point; thence turn right 90 degrees, and run 69 feet, more or less, to Alabama Power line; thence turn right 118 degrees 03', along Alabama Power line, and run 150 feet, more or less to point of beginning. Said property being in the SW 1/4 of NW 1/4 of Section 34, T21S, R9W, Tuscaloosa County, Alabama.

STORE NO. 306

Lease from James L. Booth, Jr. and wife, Betty C. Booth and Roland Pugh and wife, Beverly D. Pugh, dated April 17, 1978, as modified by Supplement to Lease dated October 13, 1978 (collectively the "Lease"), which demises the premises described as follows:

Store: 306

Legal Desc: A part of the NW 1/4 NE 1/4 11-21-10 in Tuscaloosa County, being more particularly described as follows: Start at the NE corner of the NW 1/4 NE 1/4; thence run in a Westerly direction and along the North boundary of the NW 1/4 NE 1/4 for a distance of 1109.49' to a point; thence with a deflection angle of 93 degrees 42'21" to the left run in a Southerly direction for a distance of 210' to the point of beginning; thence with a deflection angle of 93 degrees 42'21" to the right, run in a Westerly direction for a distance of 162.08' to a point on the East boundary of the Watermelon Road, an 80' ROW; thence with a deflection angle of 92 degrees 55'37" to the left run in a Southerly direction and along the East boundary of the Watermelon Road for a distance of 90' to a point; thence with a deflection angle of 87 degrees 04'23" to the left run in an Easterly direction for a distance of 200.26' to a point; thence with a deflection angle of 92 degrees 55'37" to the left, run in a Northerly direction for a distance of 90' to a point; thence with a deflection angle of 87 degrees 04'23" to the left run in a Westerly direction for a distance of 38.18' to point of beginning.

STORE NO. 383

Lease from Neil Friday and wife, Carolyn Friday, dated January 19, 1981, and by Supplement to Lease dated July 27, 1981, and by Transfer and Assignment of Leases, dated August 13, 1981, as extended by agreement dated July 3, 1991 as amended by Transfer and Assignment of Leases dated November 13, 1992, and Statutory Warranty Deed dated November 13, 1992 (collectively the "Lease"), which demises the premises described as follows:

Store: 383

Legaldesc: A parcel of land located in the SW 1/4 of the SE 1/4 of Section 3 and the NW 1/4 of the NE 1/4 of Section 10, all in Township 21 South, Range 11 West in Tuscaloosa County, Alabama, being more particularly described as follows: As a point of beginning start at the Northeast corner of said NW 1/4 of the NE 1/4 of Section 10; thence run in a Westerly direction and along the North boundary of said Section 10 for a distance of 65.0 feet to a point; thence with an interior angle of 271 degrees 46 minutes run in a Northerly direction for a distance of 18.44 feet to a point on the South Boundary of a 50 foot roadway; thence with an interior angle of 95 degrees 01 minutes run in a Westerly direction and along the South boundary of said roadway for a distance of 150.0 feet to a point; thence with an interior angle of 173 degrees 40 minutes continue in a Westerly direction and along the South boundary of said roadway for a distance of 31.67 feet, more or less, to point of beginning of parcel to be leased; thence continue along South boundary of said roadway 185 feet to a point; thence with an interior angle of 89 degrees 27 minutes run in a Southerly direction for a distance of 7.82 feet to a concrete monument; thence with an interior angle of 255 degrees 42 minutes run in a Southwesterly direction for a distance of 111.85 feet to a concrete monument, said point also being on the North boundary of U.S. Highway No. 82, said point being 125 feet from the center line thereof; thence with an interior angle of 45 degrees 51 minutes run in a Southeasterly direction and along the North boundary of said U.S. Highway No. 82 for a distance of 230 feet, more or less to a point ; thence with an interior angle of 90 degrees run in a Northeasterly direction 185 feet, more or less, to point of beginning of parcel to be leased; said parcel containing 0.547 acres, more or less.

STORE NO. 387

Lease from Neil Friday and wife, Carolyn Friday, dated October 2, 1979, and by Supplement to Lease dated March 4, 1980, as modified by Agreement dated October 1, 1986, and extended by Agreement dated March 15, 1988 (collectively the "Lease"), which demises the premises described as follows:

Store: 387

Legaldesc: Lots Number 17, 18, 19, 20, 21, and 22 in Block 2 of Caffee Junction, a map or plat of which is recorded in Plat Book 3 on Page 67 in the Probate Office of Tuscaloosa County, AL; ALSO portion of the alley shown on said map of Caffee Junction between said Lots Numbered 17, 18, and 19 on the Southeast side of said alley and said Lots Numbered 21 and 22 on the Northwest side of said alley; ALSO the South Half (S 1/2) of the portion of Martaban Avenue lying along the Northern boundaries of said Lots 20, 19, 21, and 22 and the aforesaid alley as shown on the said map of Caffee Junction. Said lots, portion of vacated alley and portion of vacated Martaban Avenue all being more particularly described as follows: Start at the Northwest corner of the said Northeast Quarter of Northwest Quarter; thence Eastwardly along the North line of said Northeast Quarter of Northwest Quarter for a distance of 670.00 feet to a point; thence with a deflection angle of 88 degrees and 45 minutes to the right run in a Southerly direction for a distance of 15.00 feet to the point of beginning; thence continue Southwardly on the same line and the West line of said Lot 22, extended, for a distance of 120.00 feet to a point in center line of vacated alley; thence with an interior angle of 44 degrees and 30 minutes run in a Northeasterly direction along center line of said vacated alley for a distance of 12.00 feet to a point; thence with a deflection angle of 84 degrees and 45 minutes to the right run in a Southeasterly direction along the West line of said Lot 17, extended for a distance of 68.80 feet to a point on the Northwest boundary of the right-of-way of U.S. Highway No. 11, an 80 foot right-of-way; thence with an interior angle of 86 degrees and 25 minutes run in a Northeasterly direction and along the right-of-way of said highway. Said line being adjacent to and continuous with the Northwest right-of-way of said highway for a distance 186.19 feet to a point; thence with an interior angle of 55 degrees and 35 minutes run Westwardly and along the center line of Martaban Avenue, now vacated, as shown on recorded plat of Caffee Junction survey, Plat Book 3 at Page 67 in Probate Office of Tuscaloosa County, for a distance of 170.24 feet to the point of beginning.

LEASE NO. 356

Lease from James L. Adams and wife, Linda J. Adams, dated November 11, 1978, as modified by Supplement to Lease dated March 12, 1979, extended and renewed by Extension or Renewal of Lease dated January 12, 1989, and further extended by Extension or Renewal of Lease dated May 27, 1994, (collectively the "Lease"), which demises the premises described as follows:

Store: 356

Legal Desc: Lot #10, #11, #12, of Block #7 of Gulf Land Town Site Survey of Town of Millry, Washington County, Alabama, plus thirty (30) foot strip taken evenly off the North end of Lots #13, #14, and #15, of Block #7 of Gulf Land Town Site Survey of Town of Millry, Washington County, Alabama, lying on West side of Alabama Highway #29, now known as Alabama Highway #17.

STORE NO. 108

Lease from Wilcox Investment Company, Ltd., dated May 17, 1991,
(the "Lease"), which demises the premises described as follows:

Store: 108

Legal Desc: A parcel of land located on the South side of Clifton Street in the Town of Camden, Wilcox County, Alabama, more particularly described as follows: Beginning on the South side of Clifton Street where the property lines of McIntosh and Darwin (formerly Sheffield) intersect; thence running West 125 feet along Clifton Street; thence running South 125 feet parallel with the McIntosh property line; thence running East 125 feet parallel with Clifton Street; thence running North 125 feet along the property line to the point of beginning. Said property lies in the SW 1/4 of SW 1/4 of Section 20, Township 12 North, Range 8 East.

STORE NO. 249

Lease from Wyman Vick, Sr. and wife, Louise B. Vick, dated August 11, 1975, as extended and renewed by Extension or Renewal of Lease dated January 31, 1986, as further extended and renewed by Extension or Renewal of Lease dated (undated), Landlord's Consent to Mortgage and Security Agreement dated August 7, 1992, and as amended by Addendum to Lease dated December 10, 1992 (collectively the "Lease"), which demises the premises described as follows:

Store: 249

Legaldesc: Beginning at the Northwest corner of Southern Railroad lot in the Town of Pine Hill, Alabama; being further described as being 3,340.92 feet South and 304.12 feet West of the Northeast corner of Section 29, T12N, R5E, Wilcox County, Alabama; thence S73 degrees-45'W for 4.00 feet to the Southwest corner of the above lot being on the North R.O.W. of Alabama Highway No. 5; thence N3 degrees-00'W for 150.0 feet; thence N73 degrees 45'E for 100.0 feet; thence S3 degrees-00'E for 150.0 feet to the North R.O.W. of said highway; thence S73 degrees-45'W along said R.O.W. for 96.0 feet to the point of beginning; said tract lying and being in the NE 1/4 of the SE 1/4 of Section 29, T12N, R5E, and within the corporate limits of the Town of Pine Hill, Alabama; containing 0.34 acres, more or less.

Inst # 1994-20163

06/24/1994-20163
02:01 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
069 MCD 83.00

Inst # 1994-20163