

(1) The Lease is and shall be subject and subordinate to the Mortgage and to all renewals, modifications, consolidations, replacements, and extensions thereof.

(2) In the event it should become necessary to foreclose the Mortgage, Mortgagee, for itself and its successors and assigns, agrees that Lessee may continue its occupancy of the Leased Premises in accordance with the terms and provisions of the Lease, so long as Lessee continues to pay rent and otherwise to perform its obligations on its part to be performed hereunder and under the Lease.

~~(3) Lessee further agrees that, in the event Lessee acquires title to the Leased Premises pursuant to any provisions of the Lease or otherwise, there will be no merger of the estates of Lessor and Lessee, and the Lease and the Lessee's obligations thereunder shall continue in full force and effect.~~

(4) So long as Lessee has quiet enjoyment of the Leased Premises ~~and subject to the terms of the Mortgage~~, Lessee agrees to attorn to (a) Mortgagee when in possession of the Leased Premises, whether by foreclosure of the Mortgage or pursuant to the Assignment of Leases given by Lessor to Mortgagee, or (b) a Receiver when appointed in an action or proceeding to foreclose the Mortgage, or (c) any party acquiring title to the Leased Premises by, under or through the Mortgage, and to execute and deliver, upon request, an appropriate agreement of attornment.

(5) Notwithstanding anything in the Lease to the contrary, Lessee hereby agrees that so long as the Mortgagee holds a Mortgage on the Leased Premises, Lessee will mail to the Mortgagee at its principal place of business hereinabove set forth, or at such other place as may be hereafter from time to time designated in writing, a copy of all material notices which Lessee may from time to time serve upon Lessor under and pursuant to the terms and provisions of the Lease, provided that no notices to Lessor, whether material or not, shall be effective against Mortgagee for any purpose unless a copy of such notice is also, at the same time it is served upon Lessor, served upon Mortgagee. At any time before the rights of the Lessor shall have

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been forfeited or adversely affected because of any default on its part, or within the time permitted the Lessor for curing any default under the Lease as therein provided, Mortgagee may, at its option, pay any taxes and assessments, make any repairs and improvements, make any deposits or do any other act or thing required of the Lessor by the terms of the Lease, and all payments so made and all things so done and performed by Mortgagee shall be as effective to prevent the rights of the Lessor from being forfeited or adversely affected because of any default under this Lease as the same would have been if done and performed by the Lessor.

(6) Lessee agrees not to modify, alter, or change the terms of the Lease without the prior written consent of Mortgagee. Lessee further agrees to provide Mortgagee with thirty (30) days' written notice of its intent to surrender or cancel the Lease.

(7) This Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

AMSOUTH BANK, NATIONAL ASSOCIATION

By: John A. Meiseth, Jr.
Its Vice President

ATTEST: David Daniel
Its Assistant Vice President

Big B, Inc.

By: William M. Jones, Sr.
Its Exec. V.P.

ATTEST:

Steve Taylor
Its DIRECTOR OF REAL ESTATE

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STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that John S. Meriwether Jr. whose name as Vice President of AmSouth Bank N.A., a national banking association, is signed to the foregoing instrument, and who is known to me acknowledged before me on this day that, being informed of the contents of the instrument, he as such officer, and with full authority, executed the same voluntarily for and as the act of said association.

Given under my hand and official seal this 16th day of September, 1985.

Paula Kay Vitalis
NOTARY PUBLIC

My Commission Expires: 4-29-90

[AFFIX NOTARIAL SEAL]

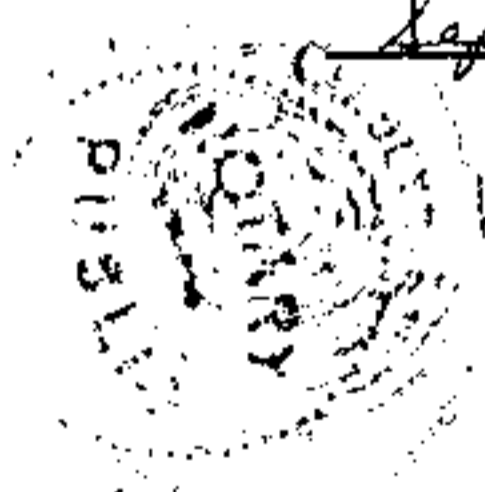
STATE OF ALABAMA)
JEFFERSON COUNTY)

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I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Arthur M. Jones, Sr. whose name as Executive Vice President of Bia B. Inc., a corporation, is signed to the foregoing instrument, and who is known to me acknowledged before me on this day that, being informed of the contents of the instrument, he as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 16th day of September, 1985.6

Carolyn Rials
Notary Public
My Commission Expires: 4/29/90



[AFFIX NOTARIAL SEAL]

This instrument prepared by:

A. Lee Hardegree, III
Assistant Counsel
P. O. Box 11007
Birmingham, Alabama 35288
(205) 326-4965

Exhibit A

A parcel of land situated in the SW 1/4 of the NE 1/4 of Section 2, Township 21 South, Range 3 West, Shelby County, Alabama and more particularly described as follows; Commence at the SW corner of the SW 1/4 of the NE 1/4; thence East along the South line thereof a distance of 790.66 feet; thence left 141 deg. 22 min. 49 sec. and run Northwest 63.59 feet; thence 90 deg. right and run Northeast a distance of 240.0 feet to the Point of Beginning; thence continue on last described course 75.0 feet; thence 90 deg. left a distance of 440.0 feet; thence 90 deg. left, a distance of 75.0 feet; thence 90 deg. left, a distance of 440.0 feet to the point of beginning; being situated in Shelby County, Alabama.

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1986 NOV -6 PM 3:11

Thomas A. Hamilton, Jr.
JUDGE OF PROBATE

RECORDING FEES

Recording Fee	\$ <u>12.50</u>
Index Fee	<u>1.00</u>
TOTAL	\$ <u>13.50</u>