

DECLARATION OF COVENANTS AND EASEMENTS

SOUTHMARK PROPERTIES, L.L.C., an Alabama limited liability company (referred to, together with any successor or assign, as "Seller"), is the owner of the land ("Overall Tract") described in Exhibit A attached hereto. The land is divided into four lots, Lots 1, 1A, 2, and 2A, by the Site Plan (described below)(each aforesaid lot is referred to as a "Subparcel"). The Seller is selling Lots 1 and 1A to HELENA MARKETPLACE, L.L.C., an Alabama limited liability company (referred to, together with any successor or assign, as the "Developer"), for the proposed construction of a retail shopping center (the "retail development"). The Seller is retaining Lots 2 and 2A. The purpose of this agreement is to set forth certain restrictions, easements, covenants and agreements (collectively referred to as "Easements and Restrictions") respecting each Subparcel. The owner of a Subparcel, whether Developer or Seller, together with their successors and assigns, are referred to as an "owner". Gonzalez-Webb Engineering, Inc., has prepared (a) a Site Plan dated June 10, 1996, last revised September 11, 1997 (attached as Exhibit B and referred to as the "Site Plan"), (b) a Site Grading Plan, Site Drainage Plan, and Site Utility Plan, each dated June 10, 1996, and last revised May 27, 1997 (referred to as the "Site Grading Plan," "Site Drainage Plan," and "Site Utility Plan," respectively). The proposed Lease between Developer and Winn-Dixie Montgomery, Inc., dated October 22, 1997, covering Lot 1 is referred to as the "Winn-Dixie Lease." The store building to be leased to Winn-Dixie is referred to as the "Winn-Dixie Premises."

The following additional terms used herein shall be defined as follows:

"Beneficiaries" shall refer to any mortgagee, tenant, or occupant of the owners of the Subparcels, their personal representatives, heirs, successors, and assigns, and when appropriate to the employees, invitees, customers, and suppliers of each.

WITNESSETH: 11/13/1997-37151
03:16 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

NOW, THEREFORE, to induce the Developer to purchase Lot 1 and Lot 1A and in consideration of such sale, One Dollar, and other due, good and valuable considerations, the parties agree as follows:

1. Improvements. Any buildings and improvements constructed on the Subparcels shall be developed only under the following guidelines: (a) the front building line of such building(s) on Lots 1 and 2 shall be generally the same as the front building line of the Winn-Dixie and retail store buildings shown on the Site Plan, and (b) the improvements on each Subparcel are of at least the same quality (in materials and construction), and are architecturally compatible with (in color and design) the improvements to be located on Lot 1 as shown on the Site Plan.
2. Signs. No owner shall cause or allow any signs to be constructed or maintained on any developed Subparcel except signs relating to businesses conducted on such Subparcel. All such permitted signs shall be architecturally compatible with the design of the Improvements on and shall not detract materially from the general appearance of the developed Subparcels. No owner shall cause or allow any signs to be constructed or maintained on the undeveloped Subparcels to reduce visibility of, or otherwise physically obstruct or interfere with, traffic lanes, intersections, or any permanent signs or storefronts on developed Subparcels. In no event shall any signs on any Subparcel interfere with the access, ingress or egress to and from any Subparcel, nor shall any such signs be mobile or trailer type signs.
3. Damage to Improvements. If any building located on any Subparcel shall be damaged or destroyed (partially or totally) by fire or other casualty, then the owner of the Subparcel, within a reasonable period of time from the damage or destruction, shall either (a) repair, rebuild and restore the damaged or destroyed building to a condition at least equivalent to the condition of said building just prior to said fire or casualty, or (b) raze, clear and clean the Subparcel upon which the damaged or destroyed building is located and either pave the surface of the Subparcel at the same grade which existed just prior to said fire or casualty, or landscape (with grass or sod) the Subparcel in a tasteful manner. Notwithstanding the foregoing, Developer and Winn-Dixie shall comply with the obligations imposed under Article 21 of the Winn-Dixie Lease relating to casualty, a copy of same being attached hereto as Exhibit C.
4. Maintenance. The owner of each Subparcel shall keep and maintain its Subparcel in a clean and sightly condition. Such obligations shall include, without limitation, the obligation to (1) maintain paved surfaces in a good condition, including restriping of same as necessary; (2) maintain all lighting, directional signs, and markers in the Common Areas in good condition and repair; (3) remove all papers, mud and sand, underbrush, debris, filth and refuse and police or sweep the area to the extent reasonably necessary to keep the Subparcel in a clean and orderly condition; (4) maintain all landscaped areas, make such replacements of shrubs and other landscaping as is necessary, plant grass or other suitable ground cover on any vacant areas and keep all grass or other cover mowed and trimmed in a clean and sightly condition; and (5) maintain in good operational order all sewer, electricity, natural gas, water, telephone and other utility lines, pipes and conduits crossing the Subparcel and/or serving any improvements located thereon, except utility lines and equipment owned by public utilities. If any owner defaults under this provision, and fails to cure such default after thirty (30) days' written notice of such default, any nondefaulting owner shall have the right (but not the obligation) to perform such maintenance, in which case the defaulting owner shall reimburse the nondefaulting owner for the cost

of the same, plus an administrative charge of five percent (5%) of such costs, together with interest on such sum (including the administrative cost) at the prime rate of interest of SouthTrust Bank of Alabama, N.A., at its Birmingham office, plus four percent (4%). The provisions of this paragraph 3 shall not apply to any Subparcel until the same is improved (with parking and building improvements). Until improved as aforesaid, each Subparcel shall be maintained by the owner thereof in a neat and tasteful manner pending its development with parking and building improvements.

5. Use Restrictions. The following Easements and Restrictions shall apply to the Overall Tract and to any property located within 1,000 feet of any exterior boundary of Lot 1 currently or hereafter owned or controlled directly or indirectly by Landlord or any entity controlled by or under common control with Landlord other than that certain parcel of land currently owned by Marianne Bruno described on attached Exhibit E:

(a) So long as the Winn-Dixie Lease is in full force and effect, no part of the Overall Tract (other than the Winn-Dixie Premises) shall be used, leased or rented, directly or indirectly, for occupancy as a:

(1) supermarket, grocery, bakery, and delicatessen; provided, however, the operation of a Subway or Blimpie type delicatessen shall not constitute a violation of this restriction so long as such use does not exceed 2400 square feet, is located more than 140 feet from any exterior wall of the Winn-Dixie Premises as initially constructed, and so long as such deli-restaurant does not maintain more than ten feet (10') of refrigerated deli cases,

(2) keep in stock or sell, for off-premises consumption, meat, seafood, and vegetables/fruits/produce, dairy products, and frozen foods, except the foregoing shall not apply to a drive-through, carry-out, and/or dine-in restaurant facility selling prepared, ready-for-consumption foods.

(3) pharmacy or prescription drug concession (each an "Exclusive Use").

(b) No building on any Subparcel shall exceed one (1) story or 25 feet in height (excluding roof extensions for aesthetic purposes such as cupola's). No Subparcel shall be used for the following purposes:

(1) spa, health, sports, or exercise club;

(2) lounge, bar, "teen lounge" or social encounter club;

(3) bowling alley;

(4) pawn shop;

(5) skating rink;

(6) bingo or electronic or other game parlor;

(7) theater (either motion or legitimate);

(8) area or space for the sale or display of pornographic or "adult" material;

(9) business or professional offices in excess of 1,200 square feet per use or business or professional offices located within the first 1,200 square feet of retail shop space shown on the Site Plan lying immediately north of and contiguous to the Winn-Dixie Premises;

(10) medical offices or abortion or HIV clinic (with the exception that a chiropractic office may operate on Lot 2 so long as it is located more than 150 feet from any exterior wall of the Winn-Dixie Premises);

(11) automobile dealership;

(12) church;

(13) manufacturing or storage business;

(14) public auditorium or other public entertainment facility;

(15) tag office or other government service office;

(16) exterior "pay" telephones within sixty feet (60') of any exterior wall of the Winn-Dixie Premises; or

(17) restaurants in lot 1 or lot 2 exceeding 3,000 square feet or restaurants in lot 1 or lot 2 located closer than 190 feet from any exterior wall of the Winn-Dixie Premises;

nor will any owner of any Subparcel permit any tenant or occupant of any Subparcel to sublet or use in any manner, directly or indirectly, any part thereof to any person, firm or corporation engaged in any such business or use.

(2) Without limiting the foregoing, no Subparcel may be used for any use or for any purpose or purposes which would produce nuisances, objectionable noises, obnoxious or toxic odors, any noxious, toxic, caustic, or corrosive fuel or gas, any dust, dirt or fly ash in excessive quantities, or any fire hazards, nor shall any Subparcel or any part thereof be used as or for assembly, manufacturing, distilling, refining, smelting, agriculture or mining, mobile home or trailer court, junk yard, animal raising or stockyard, drilling, dumping or disposing, incinerating or reduction of garbage, massage parlor, pool or billiard establishment, shooting gallery, drug rehabilitation center or "halfway" house, off track betting parlors, or bar (except as incidental to a full service restaurant).

6. Environmental Covenants. (a) Each owner represents and warrants to each other that such owner has not prior to the commencement of this Agreement and will not during the term of this Agreement, cause or permit to be used, stored, generated or disposed of any Hazardous Substance, as hereinafter defined, in, on or about any Subparcel except in accordance with applicable laws. "Hazardous Substance" includes, without limitation, any and all material or substances which are defined as "hazardous waste", "extremely hazardous waste" or a "hazardous substance" pursuant to applicable laws. "Hazardous Substance" includes, but is not limited to, asbestos, polychlorobiphenyls ("PCB's"), chlorofluorocarbons, petroleum, and any substance for which any applicable laws require a permit or special handling in its use, storage, treatment, or disposal.

Each owner of a Subparcel shall, at its sole cost and expense, take such action as is reasonable, prudent, or required by law as a result of any breach of the foregoing representations and warranties and shall indemnify, protect, and save the owner of the other Subparcel, its tenants, officers, directors, shareholders, and employees ("Indemnified Parties") harmless against and from any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements or expenses (including, without limitation, attorneys', consultants' and experts' reasonable fees and disbursements) of any kind or nature whatsoever (collectively the "Indemnified Matters") which may at any time be imposed upon, incurred by or asserted or awarded against Indemnified Parties and arising from or out of any Hazardous Substances on, in, under or affecting all or any portion of the Subparcel, provided, however, if the same was caused by or results from the act or neglect of the Indemnified Parties or such Indemnified Parties are otherwise liable therefor, then such Indemnified Parties shall not be protected or held harmless by this indemnity. This indemnification includes, without limitation, any and all costs incurred due to any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision.

Each owner of a Subparcel shall provide to each owner of the other Subparcel copies of any notices, letters, or requests for information concerning Hazardous Substances in connection with the Overall Tract which such owner receives from any governmental unit or agency overseeing environmental matters and copies received by such owner of any such notices, letters, or requests for information sent to any other owner or tenant of the Overall Tract.

7. Access Areas, Common Areas, and Buildings. At least five and one-half (5.5) parking spaces shall be maintained on each Subparcel for each 1,000 square feet of building area in such Subparcel, provided however such ratio on Lot 1 may be reduced to 5.2 in the event Winn-Dixie exercises its expansion option granted under the Winn-Dixie Lease. Notwithstanding the foregoing, Developer and Winn-Dixie shall comply with the obligations imposed under Article 13 of the Winn-Dixie Lease relating to parking and common areas, a copy of same being attached hereto as Exhibit D.

8. Grading, Surface Drainage. Developer shall grade the Overall Tract in accordance with the Site Grading Plan, at Developer's cost, to allow construction of retail store buildings on each Subparcel as contemplated by the Site Plan. Developer shall also at its cost build and maintain drainage facilities or devices on each Subparcel to include a storm water detention area to be built on Lot 2, in accordance with the Site Drainage Plan, which are necessary or which are required by any governmental authority to receive and channel the surface water drainage from the improvements on each Subparcel.

9. Utility Access. At its expense, Developer shall install and extend all utilities within Lots 1 and 1A as shown on the Site Utility Plan and shall stub utilities into Lot 2 as shown on the Site Utility Plan.

10. Successors/Duration. Except for easements which are herein stated as being perpetual, these covenants shall terminate upon the later of (i) fifty (50) years from the date hereof or (ii) the expiration of six (6) months after the last day on which all of the Subparcels cease to be used for retail shopping center use. In the event of casualty or other disaster requiring reconstruction which takes longer than twelve (12) months, this instrument shall automatically be extended for a length of time equal to the period of such actual reconstruction. The rights, obligations and easements provided for herein shall bind and inure to the benefit of the Seller, Developer, and the successors, assigns, heirs and personal representatives of each of the same.

11. Waivers. No delay or omission in exercising any right accruing under the provisions of this Agreement shall impair any such right or be construed to be a waiver thereof nor shall any waiver by Developer or Seller of any of the Easements and Restrictions (which shall not be effective unless in a writing executed by the party benefitted by such Easement and/or Restriction addressing such a waiver) be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

12. Costs. If any action or any proceeding among the owners arises out of this Agreement, or if any owner is made a party to any action or proceeding brought by a third party arising out of this Agreement, then the prevailing party shall be entitled to recover, as an element of its costs of suit and not as damages, reasonable attorneys' fees to be fixed by the court.

13. No Benefit. This instrument is not intended to and does not dedicate any portions of any Subparcel to the general public or create any rights for the general public. No beneficiary (other than Developer and Owner and their respective successors, assigns, heirs and representatives) shall have any rights or remedies hereunder, notwithstanding any provision to the contrary herein.

14. Partial Invalidity. If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

15. Construction Easements. The Developer shall have a non-exclusive temporary construction easement over Lots 2 and 2A, for a period ending one (1) year after Developer commences construction of Lot 1, which easement shall be appurtenant to, and running with, such party's title to Lot 1 for access, ingress, egress, excavation, and movement of construction vehicles and equipment used for the construction of improvements on Lots 1 and 2. Developer shall (a) indemnify and hold Seller harmless from any costs or liability resulting from use of such easement, and (b) restore any damage to Lot 2 resulting from use of such easement. The owner of Lot 2 shall use its best efforts to obtain access directly to Shelby County Highway 17 for construction purposes; however, should the Alabama Department of Transportation not allow access to such highway, Seller shall have a temporary construction easement over Lot 1 only along the far eastern rear service drive connecting with Brookline Parkway as shown on the Site Plan.

16. Easements. Each owner grants, bargains, sells and conveys to each other and, where applicable, to Beneficiaries, the following reciprocal, joint, mutual and nonexclusive easements:

(a) Entranceways/Access Easement. At all times, subject however to subsections (e) and (f), free and unimpeded access for vehicular and pedestrian ingress and egress (but not for construction purposes) over entranceways, access driveways and Common Areas as hereinafter exists on their respective tracts. The owner of Lot 2 shall provide and maintain at all times at least three (3) access areas (curb openings) along the northern boundary of Lot 2 providing access to Lot 2 and to the driveways adjacent to Lot 1 as shown on the Site Plan. The easements and covenants in this subsection (a) shall be perpetual.

(b) Encroachment Easement. Each owner of a Subparcel shall have a non-exclusive perpetual easement for encroachment of improvements or pavement over any common boundary line between Lots 1 and 2, which arise out of, or are necessitated by, normal construction deviations and tolerances.

(c) Utility and Drainage Easement. Perpetual easements for the purposes of drainage of surface waters over, across and under the Subparcels and for detention on Lot 2 in accordance with the Site Drainage Plan, and the right to install, maintain, repair, remove and replace utilities to serve the Subparcels in accordance with the Site Utility Plan (including water lines, telephone lines, gas lines, sewer lines, electric lines, and drainage lines and systems), provided the same does not unreasonably interfere with the conduct of business operations on any Subparcel and provided all costs associated with same and the cost of any damage to any Subparcel by virtue thereof is borne by the owner performing same.

(d) Emergency Maintenance Easement. In the event that a condition exists on the Common entranceways and access driveways located on another Subparcel which, in the reasonable discretion of the owner exercising such emergency maintenance easement, poses a threat or danger of property damage or personal injury, then such owner shall have the right to repair or alleviate such emergency condition. The cost of any work performed pursuant to such emergency maintenance easement shall be borne by the owner who otherwise would have been responsible for the payment thereof, pursuant to the terms of this Declaration, which payment shall be paid within thirty (30) days from demand therefor. All such work shall be performed in such a manner as not to interfere unreasonably with the conduct of business on any Subparcel.

(e) The owner of each Subparcel shall have the right to temporarily close any part of the Common Areas of such Subparcel to the extent necessary to conduct routine maintenance, repairs, and alterations thereof; provided, however, that such owner shall use its reasonable efforts to perform

such maintenance, repairs, or alterations, at times and in a manner so as to minimize any adverse impact on the operation of any business within the Overall Tract.

(f) The owner of each Subparcel shall have the right to temporarily close any part of the Common Areas of such Subparcel as necessary to prevent the public from obtaining prescriptive rights therein, provided that (i) such closure does not exceed the minimum time period required pursuant to applicable law to prevent such prescriptive rights, and (ii) such owner uses its reasonable efforts to minimize any adverse impact on the operation of any business within the Overall Tract.

17. Indemnification. Each owner hereby indemnifies and saves the other owner harmless from and against any and all liabilities, damages, expenses, causes of action, suits, claims or judgments (including, without limitation, attorney's fees and court costs) arising from personal injury, death, or property damage ("Indemnification") occurring on or from its own Subparcel; provided, however, if such personal injury, death or property damage was caused by the act or neglect of an owner otherwise liable therefor, then such Indemnification shall not be applicable in favor of that owner but shall run from that owner in favor of the other owner.

18. Modifications. This Declaration may be modified or amended by owners owning Lot 1 and Lot 2 which modification or amendment shall become effective upon (i) the written consent of Winn-Dixie (so long as Winn-Dixie is the tenant under the Winn-Dixie Lease and so long as such lease is in full force and effect), which consent may be granted or withheld in Winn-Dixie's sole discretion, (ii) the written consent of the then anchor tenants of Lots 1, 1A, 2, and 2A provided the modification materially affects such tenants (in the reasonable opinions of the owners of Lots 1 and 2), (iii) the written consent of any holder of a first mortgage on any Subparcel, and the heirs, personal representatives, successors and assigns of (ii) and (iii) and owners, and (iv) filing same in the real property records of Shelby County, Alabama.

19. Covenants Run With the Land. The provisions of this Declaration shall operate as covenants running with the land comprising each Subparcel and shall inure to the benefit of the tenant under the Winn-Dixie Lease for so long as such lease is in full force and effect.

20. Severability. If any term or provision of this Declaration or the application of it to any person or circumstances shall to any extent be invalid and unenforceable, the remainder of this Declaration or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Declaration shall be valid and shall be enforced to the extent permitted by law.

21. Pronouns. When required by context, the singular shall include the plural, and the neuter gender shall include a person, corporation, firm, association, or other business arrangement.

22. Captions. The captions in this Declaration are for convenience only and do not constitute a part of the provisions hereof.

23. Governing Law. This Declaration shall be construed and enforced in accordance with, and governed by, the law of the State of Alabama.

24. No Presumption. This Declaration shall be interpreted and construed only by the contents hereof and there shall be no presumption or standard of construction in favor of or against any owner.

IN WITNESS WHEREOF, the undersigned have hereunto affixed their hands and seals this the 22nd day of October, 1997.

"OWNER:"

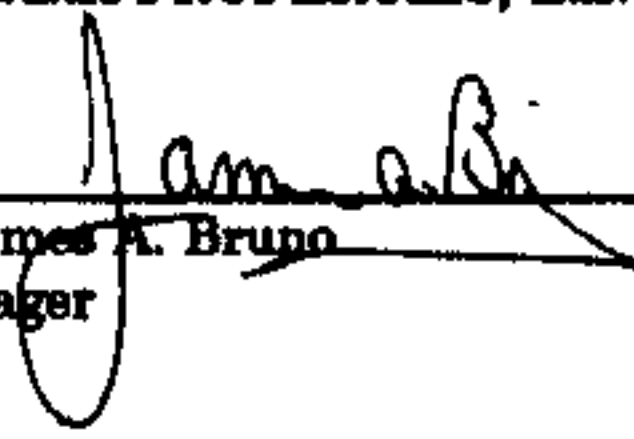
SOUTHMARK PROPERTIES, L.L.C., an Alabama limited liability company

By: James A. Bruno [SEAL]
James A. Bruno, Manager

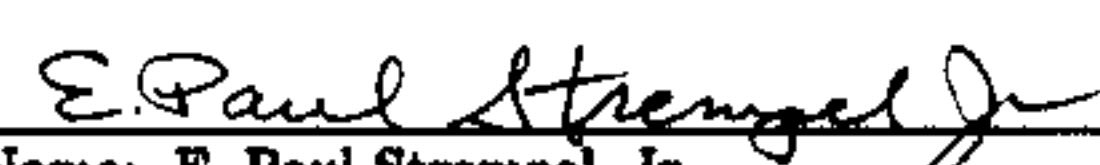
"DEVELOPER:"

HELENA MARKETPLACE, L.L.C., an Alabama limited liability company

By: SOUTHMARK PROPERTIES, L.L.C.

By:  [SEAL]
Name: James A. Bruno
Its: Manager

By: SRC REALTY, L.L.C.

By:  [SEAL]
Name: E. Paul Strempel, Jr.
Its: Member

By:  [SEAL]
Name: Rick L. Griffith
Its: Member

Its Members

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that James A. Bruno, as a Manager of Southmark Properties, L.L.C., an Alabama limited liability company, as Owner and in its capacity as Member of Helena Marketplace, L.L.C., 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 said instrument, he as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company in its capacity as Owner and as a Member of Helena Marketplace, L.L.C., on the day the same bears date.

Given under my hand and official seal this 22 day of October, 1997.

Lori M. Forshee
Notary Public

My Commission Expires: 8-14-99

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that E. Paul Strempel, Jr., as a Member of SRC Realty, L.L.C., in its capacity as a Member of Helena Marketplace, L.L.C., an Alabama limited liability company, 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 said instrument, he as such Member and with full authority, executed the same voluntarily for and as the act of said limited liability company in its capacity as a Member of Helena Marketplace, L.L.C., on the day the same bears date.

Given under my hand and official seal this 22 day of October, 1997.

Lori M. Forshee
Notary Public

My Commission Expires: 8-14-99

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Rick L. Griffith, as a Member of SRC Realty, L.L.C., in its capacity as a Member of Helena Marketplace, L.L.C., an Alabama limited liability company, 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 said instrument, he as such Member and with full authority, executed the same voluntarily for and as the act of said limited liability company in its capacity as a Member of Helena Marketplace, L.L.C., on the day the same bears date.

Given under my hand and official seal this 22 day of October, 1997.

Lori M. Forshee
Notary Public

My Commission Expires: 8-14-99

EXHIBIT A

Overall Tract

A parcel of land in the East 1/2 of the Southeast 1/4 of Section 21, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Northeast corner of the NE 1/4 of the SE 1/4 of said Section 21; thence run West along the quarter line 596.95 feet; thence left 90°00', 360.00 feet to the south line of Brookline Parkway and the Point of Beginning of the property described herein; thence continue southerly along the same course 864.76 feet; thence right 90°22'14", 689.41 feet to a point on a curve along the easterly right-of-way of Shelby County Highway No. 17; thence right 94°50'37" to the chord of said curve having a radius of 1,178.28 feet and a central angle of 15°50'59"; thence run northerly along the curve concave westerly a distance of 325.95 feet; thence left from the chord of said curve 7°56'47" northerly 538.13 feet to the south line of Brookline Parkway; thence right 92°47'50", 685.52 feet to the Point of Beginning.

Subparcel Lot 1

A parcel of land in the East 1/2 of the Southeast 1/4 of Section 21, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Northeast corner of the NE 1/4 of the SE 1/4 of said Section 21; thence run West along the quarter line 596.95 feet; thence left 90°00', 360.00 feet to the south line of Brookline Parkway and the Point of Beginning of the property described herein; thence continue southerly along the same course 483.08 feet; thence right 87°17'50" Westerly 661.68 feet to a point on the easterly right-of-way of Shelby County Highway No. 17; thence right 89°58'14" Northerly 323.00 feet; thence right 90°00'26" Easterly 202.30 feet; thence left 90°00'38" Northerly 182.79 feet to the South line of Brookline Parkway; thence right 92°48'04" Easterly 482.99 feet to the Point of Beginning.

Subparcel Lot 1A

A parcel of land in the East 1/2 of the Southeast 1/4 of Section 21, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

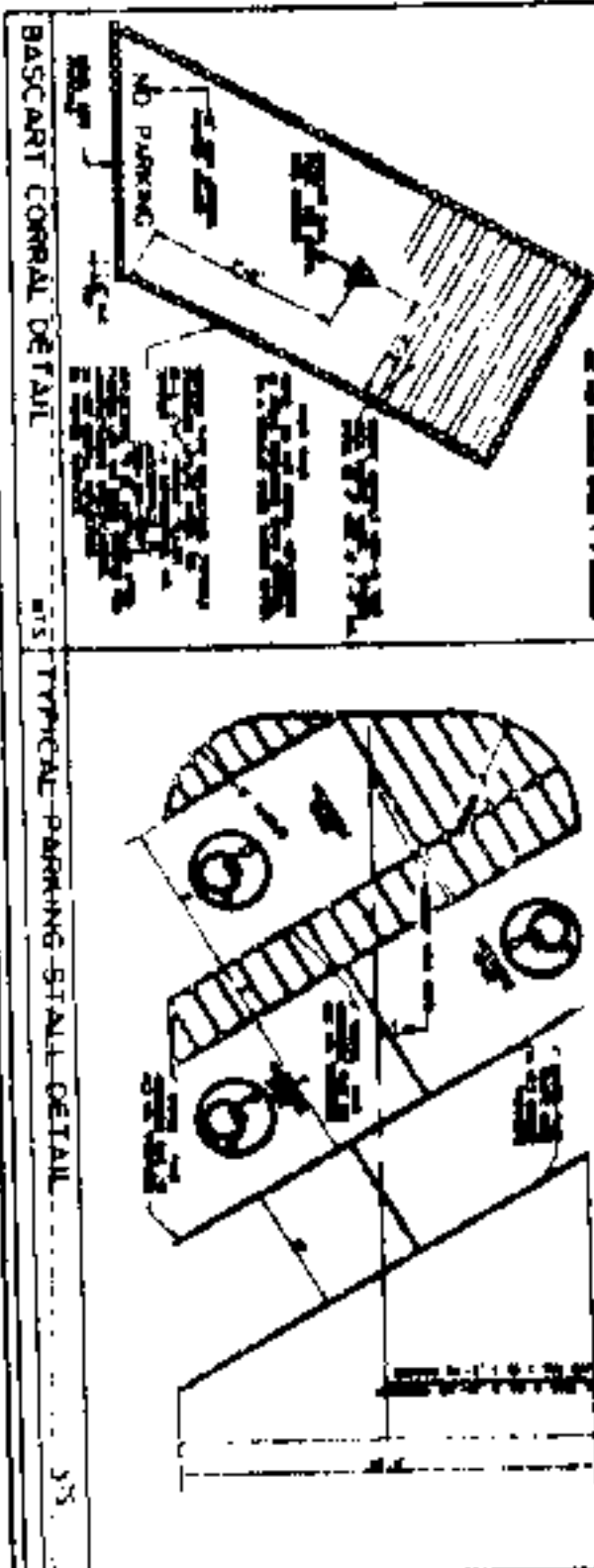
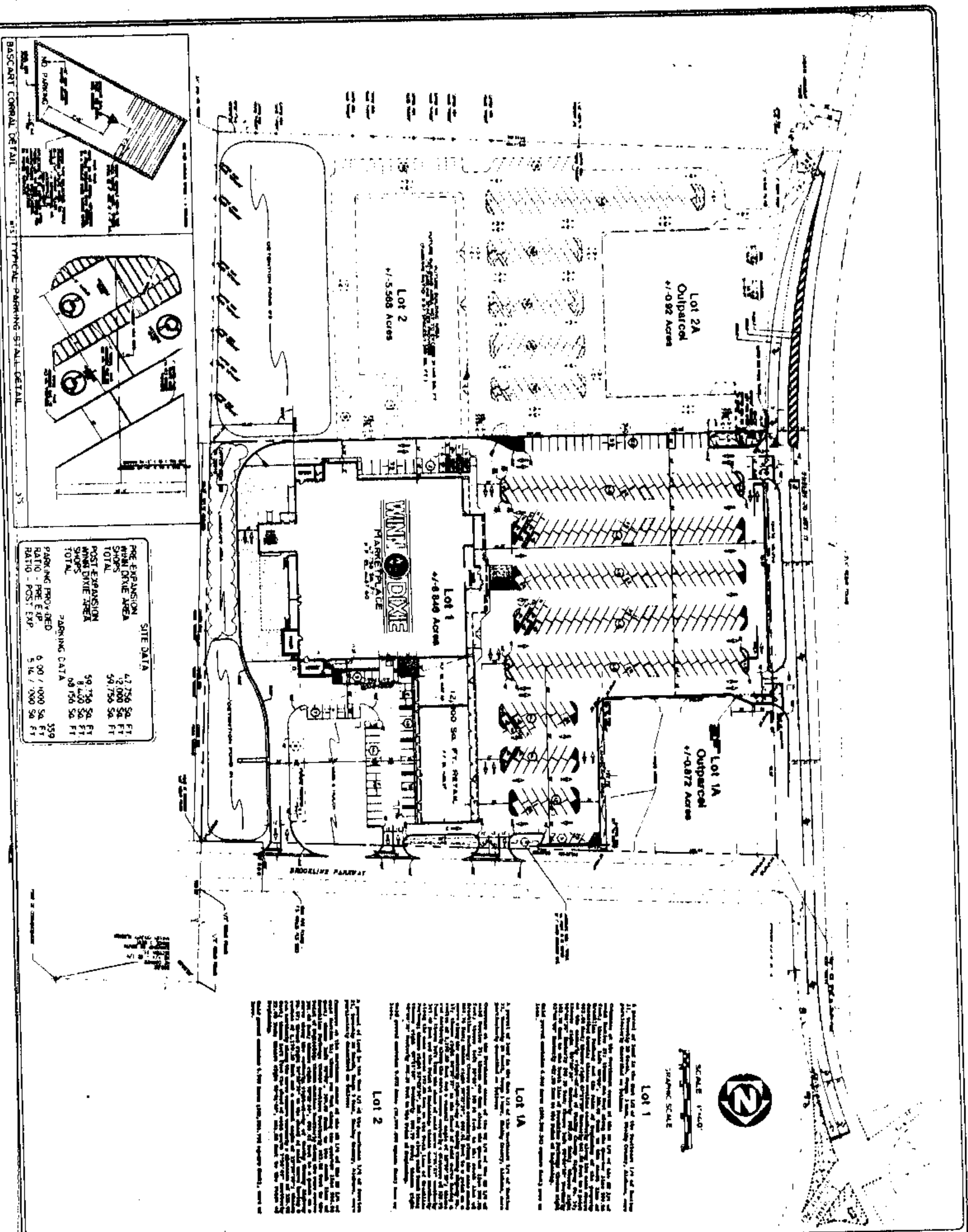
Commence at the Northeast corner of the NE 1/4 of the SE 1/4 of said Section 21; thence run West along the quarter line 596.95 feet; thence left 90°00', 360.00 feet to the south line of Brookline Parkway; thence continue southerly along the same course 864.76 feet; thence right 90°22'14", 689.41 feet to a point on a curve along the easterly right-of-way of Shelby County Highway No. 17; thence right 94°50'37" to the chord of said curve having a radius of 1,178.28 feet and a central angle of 15°50'59"; thence run northerly along the curve concave westerly a distance of 325.95 feet; thence left from the chord of said curve 7°56'47" northerly 345.48 feet and the Point of Beginning; thence continue Northerly along the same course 192.65 feet to the South line of Brookline Parkway; thence right 92°47'50", 202.53 feet along said South line; thence right 87°11'56" Southerly 182.79 feet; thence right 90°00'38" Westerly 202.30 feet to the Point of Beginning.

Subparcel Lots 2 and 2A

A parcel of land in the East 1/2 of the Southeast 1/4 of Section 21, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Northeast corner of the NE 1/4 of the SE 1/4 of said Section 21; thence run West along the quarter line 596.95 feet; thence left 90°00', 360.00 feet to the south line of Brookline Parkway; thence continue Southerly 483.08 feet to the Point of Beginning; thence continue Southerly along the same course 381.68 feet; thence right 90°22'14", 689.41 feet to a point on a curve along the easterly right-of-way of Shelby County Highway No. 17; thence right 94°50'37" to the chord of said curve having a radius of 1,178.28 feet and a central angle of 15°50'59"; thence run northerly along the curve concave westerly a distance of 325.95 feet; thence left from the chord of said curve 7°56'47" northerly 22.48 feet; thence right 90°01'46", 661.68 feet to the Point of Beginning.

EXHIBIT B



SITE DATA

POST-EXPANSION	47,756 SQ. FT.
PRE-EXPANSION	12,000 SQ. FT.
TOTAL	59,756 SQ. FT.
POST-EXPANSION	59,756 SQ. FT.
PRE-EXPANSION	12,000 SQ. FT.
TOTAL	71,756 SQ. FT.

PARKING DATA

PARKING PROVIDED	600 / 1000 SQ. FT.
RATIO - PRE-EXP.	5.16 / 1000 SQ. FT.
RATIO - POST-EXP.	5.16 / 1000 SQ. FT.

Lot 1A

Lot 1A is a 0.872-acre parcel located on the right side of the site. It is bounded by Brookline Parkway to the north, Hwy 10 to the east, and Hwy 10 to the south. The lot contains a portion of the main building complex and parking areas.

Lot 1

Lot 1 is a 0.840-acre parcel located in the center of the site. It is bounded by Brookline Parkway to the north, Hwy 10 to the east, and Hwy 10 to the south. The lot contains a portion of the main building complex and parking areas.

Lot 2

Lot 2 is a 0.508-acre parcel located on the left side of the site. It is bounded by Brookline Parkway to the north, Hwy 10 to the east, and Hwy 10 to the south. The lot contains a portion of the main building complex and parking areas.

Lot 2A

Lot 2A is a 0.92-acre parcel located on the far left side of the site. It is bounded by Brookline Parkway to the north, Hwy 10 to the east, and Hwy 10 to the south. The lot contains a portion of the main building complex and parking areas.

EXHIBIT C

CASUALTY

21. If (i) the Store is totally destroyed or damaged by fire or other casualty to the extent of seventy-five percent (75%) or more of the value thereof based upon replacement costs or to an extent that renders the Store untenable in Tenant's reasonable judgment, or (ii) all or a portion of the Shopping Center (exclusive of the Store) is damaged or destroyed such that, in Tenant's reasonable judgment, the damage or destruction materially affects the value of Tenant's leasehold or its ability to successfully operate the Store for the Permitted Use (a "Major Casualty," anything less being hereinafter referred to as a "Minor Casualty") then:

(a) If a Major Casualty occurs during the first seventeen (17) years of the Initial Term or a Minor Casualty occurs at any time during the Term, then Landlord shall proceed promptly (but in any event within one hundred eighty (180) days of destruction or damage) and without expense to Tenant, subject to Article 22(b), to repair the damage or restore the Store, or the Shopping Center, as the case may be, in accordance with Tenant's Plans, but including any modification required by Legal Requirements, or as otherwise agreed to in writing by Tenant. Basic Rent shall abate in proportion to the percentage of the Store damaged, destroyed, or rendered unusable for Tenant's business purposes, and Additional Rent shall be adjusted in accordance with Tenant's Pro-rata share as affected by the Casualty until the earlier of (x) the date Tenant re-opens the Store for business or (y) the date the damage or destruction is completely repaired or restored. Landlord's obligation to restore or repair pursuant to this paragraph shall be applicable and enforceable notwithstanding any provision restricting the use of insurance proceeds in any mortgage now or hereafter placed upon the Shopping Center or any portion thereof. Notwithstanding the foregoing, any Mortgagee shall be entitled to control disbursement of any such proceeds to ensure proper application of the same toward restoration or repair, unless Tenant terminates this Lease, in which case any insurance proceeds may be applied by such Mortgagee in accordance with applicable mortgage documents, to the payment of any debt secured by such mortgage documents;

(b) If a Major Casualty occurs during the last three (3) years of the Initial Term or during any Extension Term then either Landlord or Tenant shall have the option, exercisable by written notice to the other within thirty (30) days of the date of the Major Casualty to terminate this Lease;

(1) If Landlord so terminates this Lease, Tenant may nevertheless reverse and void Landlord's termination by electing, within fifteen (15) days of receipt of Landlord's termination notice, to extend the Lease for the next successive Extension Term. Landlord shall be obligated to extend the Term upon timely receipt of Tenant's election notice;

(2) If Tenant terminates this Lease, or does not reverse and void Landlord's timely termination, then this Lease shall terminate as of the date of the Major Casualty and all Basic Additional, and Percentage Rent shall be pro-rated as of such date;

(3) If neither Tenant nor Landlord timely terminates this Lease or if Tenant reverses and voids Landlord's timely termination, then Landlord shall to proceed promptly (but in any event within one hundred fifty (150) days of destruction or damage) and without expense to Tenant, subject to Article 22(b), to repair the damage or restore the Store, or the Shopping Center, as the case may be, in accordance with Tenant's Plans, but including any modification required by Legal Requirements, or as otherwise agreed to in writing by Tenant. Basic Rent shall abate in proportion to the percentage of the Store damaged, destroyed, or rendered unusable for Tenant's business purposes, and Additional Rent shall be adjusted in accordance with Tenant's Pro-rata share as affected by the Casualty until the earlier of (x) the date Tenant re-opens the Store for business or (y) the date the damage or destruction is completely repaired or restored. Landlord's obligation to restore or repair pursuant to this paragraph shall be applicable and enforceable notwithstanding any provision restricting the use of insurance proceeds in any mortgage now or hereafter placed upon the Shopping Center or any portion thereof. Notwithstanding the foregoing, any Mortgagee shall be entitled to control disbursement of any such proceeds to ensure proper application of the same toward restoration or repair, unless Tenant terminates this Lease, in which case any insurance proceeds may be applied by such Mortgagee in accordance with applicable mortgage documents, to the payment of any debt secured by such mortgage documents.

(4) If fire or other casualty destroys or damages any portion of the Common Areas at any time during the term and if, had such destruction or damage occurred to the Store, Landlord would be obligated to repair the Store, then Landlord shall repair the destruction or damage to the Common Areas substantially simultaneously with repair of the Store.

EXHIBIT D

**PARKING AND
COMMON AREAS**

13. Tenant, its employees, agents, suppliers, licensees, customers, and invitees, shall have the nonexclusive right at all times to use, free of charge, during the Term, the Common Areas. Tenant may use the sidewalks adjacent to the Store for the display and sale of merchandise and services so long as such use is permitted by applicable Legal Requirements and does not unreasonably interfere with pedestrian traffic or the rights of other tenants in the Shopping Center to use the Common Areas.

Landlord shall not designate any portion of the Common Areas for the exclusive use of any party and shall at all times during the Term provide and maintain a surfaced parking area substantially as shown on the Site Plan, and of sufficient area to provide:

Prior to construction of the Addition, as hereinafter defined:

- (a) a minimum ratio of at least 6.08 automobile parking spaces for each 1,000 square feet of gross building area (including additional floor levels) in the Shopping Center, and
- (b) facilities for convenient parking of at least 360 automobiles (minimum); on the basis of arrangement as provided on the Site Plan and

After construction of the Addition, as hereinafter defined:

- (a) a minimum ratio of at least 5.22 automobile parking spaces for each 1,000 square feet of gross building area (including additional floor levels) in the Shopping Center, and
- (b) facilities for convenient parking of at least 344 automobiles (minimum).

Notwithstanding the foregoing, if Legal Requirements mandate that a greater number of parking spaces be provided and maintained, such Legal Requirements shall control. Without Tenant's prior written consent, Landlord will not seek or permit another tenant of the Shopping Center to seek a variance or waiver (other than a temporary one for construction purposes) from the minimum parking requirements applicable to the Shopping Center pursuant to such Legal Requirements. No signboards, buildings, or other construction shall be erected in any of the Common Areas or so as to materially obstruct the view of the Store from the adjoining public streets. Without the prior written consent of Tenant, which consent may be withheld or conditioned in Tenant's sole discretion, no carnivals, fairs, shows, "park and ride" lots, or sales by merchants utilizing vehicles or booths in the Common Areas shall be allowed in the Shopping Center.

EXHIBIT E

Land owned by Marianne Bruno

PARCEL I

A part of the NE 1/4 of the SE 1/4 of Section 21, Township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows: Commence at the NW corner of said NE 1/4 of the SE 1/4, thence N 89° 58' 53" E 22.26 feet, along the half mile line to the point of beginning; thence N 89° 58' 53" E 312.00 feet, along said half mile line; thence S 0° 01' 48" E 300.09 feet, to a point on the north right of way line of Brookline Parkway; thence S 89° 58' 03" W 289.16 feet, along said right of way line; thence along said right of way line along the arc of a curve concave northeasterly having a radius of 24.98 feet, an arc length of 37.88 feet to a point on the east right of way of Shelby County Highway No. 17; thence N 3° 09' 49" W 188.39 feet, along said right of way line; thence N 8° 00' 27" E 89.33 feet, to the point of beginning, containing 2.192 acres more or less.

PARCEL II

A part of the NE 1/4 of the SE 1/4 of Section 21, township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows: Commence at the NW corner of said NE 1/4 of the SE 1/4; thence N 89° 58' 53" E 334.26 feet, along the half mile line to the point of beginning; thence N 89° 58' 53" E 265.85 feet, along said half mile line; thence S 0° 01' 48" E 300.03 feet, to a point on the north right of way line of Brookline Parkway; thence S 89° 58' 03" W 265.85 feet, along said right of way line; thence N 0° 01' 48" W 300.09 feet, to the point of beginning, containing 1.8315 acres more or less.

Inst # 1997-37151

11/13/1997-37151
03:16 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
012 MCD 37.00

Inst # 1997-37151