

STATE OF ALABAMA}
COUNTY OF SHELBY}

CORRECTIVE
LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of One Million One Hundred Seventy Two Thousand Four Hundred Five and 00/100 Dollars (\$1,172,405.00), and other good and valuable consideration, to the undersigned grantor, METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation (the "Grantor") in hand paid by Big B, Inc., an Alabama corporation (the "Grantee"), the receipt and sufficiency of which is hereby acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto said Grantee, its successors and assigns, that certain real estate situated in Shelby County, Alabama, and described on Exhibit "A" attached hereto and by reference made a part hereof (hereinafter referred to as the "Property").

This conveyance is subject to the following:

1. Taxes for the year 2000, a lien but not yet due and payable.
2. Mineral and mining rights not owned by the Grantor.
3. Any applicable zoning ordinances.
4. Easements, rights-of-way, reservations, agreements, restrictions, and setback lines of record.
5. Said property conveyed by this instrument is hereby subjected to the Declaration of Protective Covenants, attached hereto as Exhibit "B" and made a part hereof, and the Easements and Agreements set forth therein; provided, however, that if Grantor should re-acquire title to the property conveyed herein, such restrictions shall be null and void.
6. Common Area Maintenance Agreement by and between Grantor and Grantee executed on even date.
7. Easement Agreement by and between Grantor and Grantee executed on even date.
8. Those utility easements and building setbacks as shown on Exhibit A.

Inst # 2000-22002

07/05/2000-22002

08:42 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

022 MMS 62.00

62.00

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has by its duly authorized officer set its signature and seal, this the 8th day of December, 1999.

GRANTOR:

METROPOLITAN LIFE INSURANCE COMPANY

By: *Joel R. Redmon*
Its: Assistant Vice President

JA
BW

STATE OF GEORGIA}
COUNTY OF FULTON}

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Joel R. Redmon of Metropolitan Life Insurance Company, a New York 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 this 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 the 8th day of December, 1999.

Kathleen O'Leary
Notary Public

Notary Public, State of Georgia
My Commission Expires March 15, 2003

[SEAL]

GRANTEE:

BIG B, INC.

By: 

Its: Michael B. Nulman
Assistant Secretary

Rhode Island
STATE OF ALABAMA }

Providence COUNTY }

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Michael B. Nulman whose name as Assistant Secretary of BIG B, INC., an Alabama 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 this instrument, he executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 7th day of December, 1999.

Kelly A. Lajoie
Notary Public

KELLY A. LAJOIE
Notary Public of Rhode Island
My Commission Expires 3-23-02

EXHIBIT "A"

A parcel of land located in the East 1/2 of the Southeast 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of said Southeast 1/4 of Section 36 and run north along the West line of same 770.80 feet; thence right $119^{\circ}08'28''$ and run Southeasterly 257.20 feet; thence left $90^{\circ}04'42''$ and run Northeasterly 1,495.98 feet to a point on the Southwesterly right of way of U.S. Highway # 280; thence right $89^{\circ}57'31''$ and run Southeasterly along said right of way 777.61 feet; thence right of $44^{\circ}58'43''$ and continue Southeasterly along said right of way 34.90 feet to the point of beginning of the herein described Site "C"; thence continue along last described course 21.70 feet to a point on the Northwesternly right of way of Shelby County Highway # 17 (Valleydale Road); thence right $44^{\circ}58'43''$ and run Southwesterly along said right of way 193.86 feet to the point of curve of a curve to the right having a radius of 1,387.42 feet and a central angle of $7^{\circ}21'35''$; thence run Southwesterly along the arc of said curve and right of way 178.22 feet to a point of intersection with a curve to the right having a radius of 72.14 feet and a central angle of $72^{\circ}45'42''$; thence right $20^{\circ}54'23''$ from the tangent behind to the tangent ahead and run southwesterly along the arc of said curve 91.61 feet to the point of tangent; thence run Northwesternly along tangent 6.69 feet to the point of curve of a curve to the right having a radius of 113.50 feet and a central angle of $39^{\circ}00'54''$; thence run Northwesternly along the arc of said curve 77.29 feet to the point of tangent; thence run Northwesternly along tangent 200.89 feet; thence right 90° and run Northeasterly 357.84 feet to the point of beginning.

Also described as:

A parcel of land situated in the Southeast Quarter of Section 36, Township 18 South, Range 2 West, Huntsville Meridian, Shelby County, Alabama, being more particularly described as follows:

Commence at the SW corner of said Southeast Quarter of Section 36 and run N'erly along the W'erly line thereof for a distance of 770.80 feet to a found $3/4''$ rebar; thence turn a deflection angle to the right of $119^{\circ}08'28''$ and run SE'erly for a distance of 257.20 feet to a found 1" crimped iron; thence turn a deflection angle to the left of $90^{\circ}04'42''$ and run NE'erly for a distance of 1495.98 feet to a found 1" crimped iron on the SW'erly right of way of U.S. Highway 280; thence turn a deflection angle to the right of $89^{\circ}58'11''$ and run SE'erly along said right of way for a distance of 777.55 feet; thence turn a deflection angle to the right of $44^{\circ}59'08''$ and continue SE'erly along said right of way for a distance of 34.90 feet to the POINT OF BEGINNING; thence continue along last described course for a distance of 21.70 feet to a point on the NW'erly right of way of Shelby County Highway No. 17 (Valleydale Road); thence turn a deflection angle to the right of $44^{\circ}58'43''$ and run SW'erly along said right of way for a distance of 193.86 feet to the point of curvature of a curve to the right having a radius of 1387.42 feet and a central angle of $7^{\circ}21'35''$; thence continue along the arc of said curve and along said right of way for a distance of 178.22 feet to the point of intersection of said arc with a curve to the right having a radius of 72.14 feet and a central angle of $72^{\circ}45'42''$; thence turn a deflection angle to the right of $20^{\circ}54'23''$ from the tangent back to the tangent ahead and leaving said right of way, run SW'erly along the arc of said curve for a distance of 91.61 feet to the point of tangency thereof; thence continue NW'erly along a line tangent to last described course for a distance of 6.69 feet to the point of curvature of a curve to the right having a radius of 113.50 feet and a central angle of $39^{\circ}00'54''$; thence continue along the arc of said curve for a distance of 77.29 feet to the point of tangency thereof; thence continue NW'erly along a line tangent to last described course for a distance of 200.88 feet; thence turn a deflection angle to the right of $90^{\circ}00'00''$ and run NE'erly for a distance of 357.84 feet to the POINT OF BEGINNING.

EXHIBIT A

(Page 2)

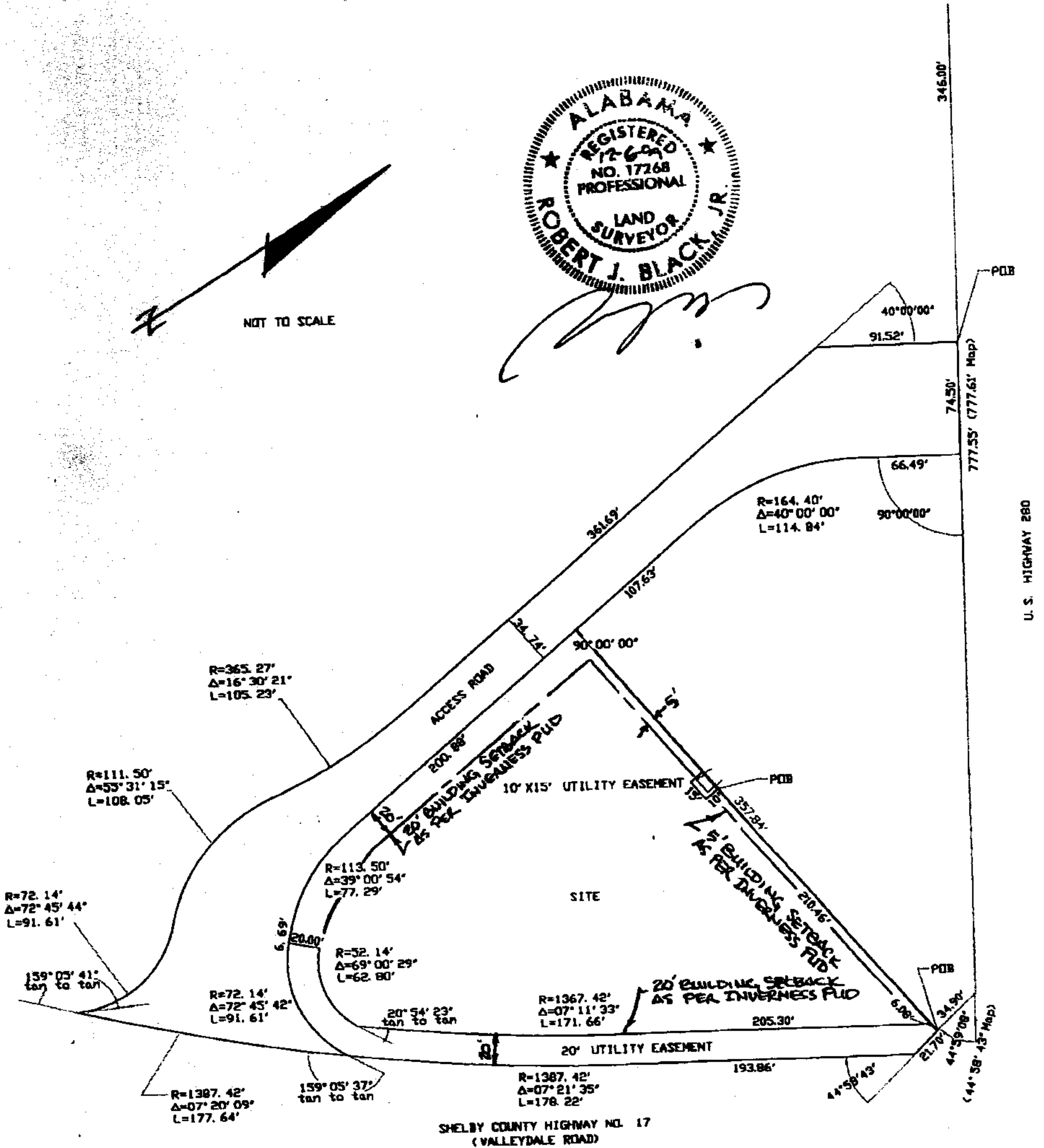
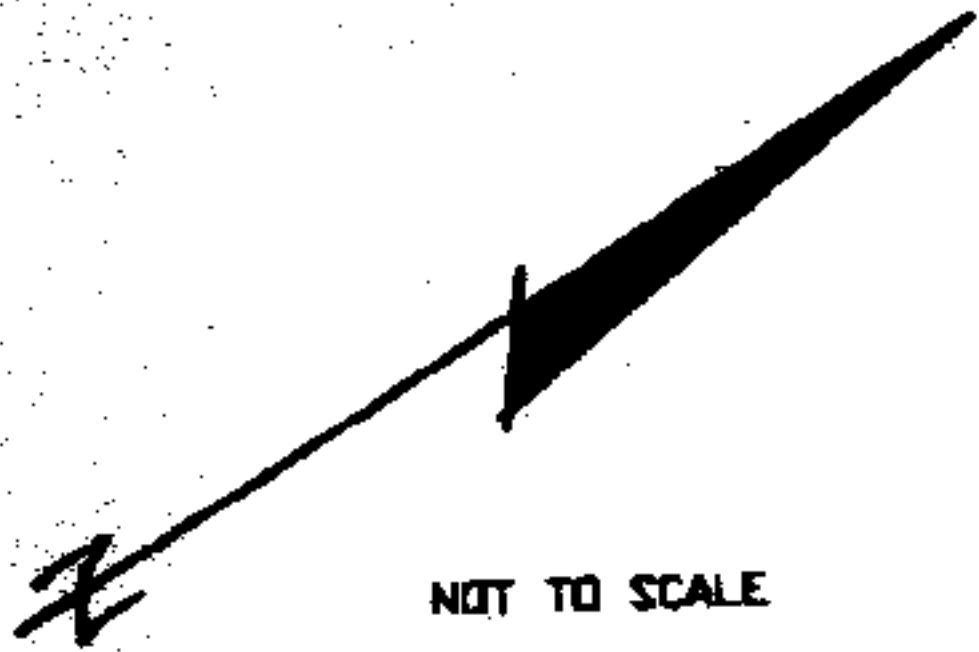


EXHIBIT B

This EXHIBIT B is attached to and by reference made a part of that certain Limited Warranty Deed dated December 8^m, 1999, from METROPOLITAN LIFE INSURANCE COMPANY, INC., a New York corporation (hereinafter referred to as "Grantor") to BIG B, INC., an Alabama corporation, (hereinafter referred to as "Grantee").

DECLARATION OF PROTECTIVE COVENANTS

Grantor hereby reserves, for the benefit of those properties which presently are, or hereafter may be designated as, part of "Inverness Plaza Shopping Center", and Grantor and Grantee hereby covenant and agree that the conveyance herein of the property and the estates granted by the within and foregoing Limited Warranty Deed (hereinafter the "Property") is subject to, held and shall be held, conveyed, hypothecated or encumbered, rented, used, occupied and improved subject to the following Covenants and Restrictions, which shall run with the land and shall be binding upon Grantee, the heirs, legal representatives, successors and assigns of Grantee, and all parties having or acquiring any right, title, or interest in and to the Property and any part or parts thereof subject to such Covenants and Restrictions.

ARTICLE I

COMMENCEMENT OF CONSTRUCTION

1.1 Time of Commencement. Grantee shall commence construction on the Property of a building (hereinafter "Building"), to be used for the purposes set forth in Article II hereof, within eighteen (18) months from the delivery of the within and foregoing Limited Warranty Deed.

1.2 Plans. Grantee hereby agrees that construction of the Building shall conform with the exterior plans and appearance specifications, if any, approved by Grantor in the manner provided in

ARTICLE II hereinbelow.

1.3 Inverness Plaza Shopping Center. The Property conveyed by the within and foregoing Limited Warranty Deed is hereby declared to be and is designated as part of Inverness Plaza Shopping Center.

ARTICLE II

PERMITTED USES, PLAN APPROVAL

2.1 Permitted Uses. The Building to be constructed on the Property shall be so constructed and used only for the following purposes:

2.1.1 A retail pharmacy building with a drive through window, a bank or financial services building (provided such financial services building is occupied by a regional or national firm).

2.1.2 Other compatible uses as may be approved in writing by Grantor.

2.1.3 Any use hereunder shall comply with all laws, ordinances, rules, regulations and requirements of any governmental authority or agency having jurisdiction over the Property, including those relating to the use, maintenance, storage and disposal of "hazardous substances" (as that term is defined in the Comprehensive Environmental Response, Compensation and Liability Act, and the rules and regulations promulgated pursuant thereto, as may be amended from time to time), contaminants, oil, radioactive or other materials, the removal of which is required or the maintenance of which is prohibited, penalized or regulated by any governmental unit.

2.1.4 The Property shall not be used or occupied (a) as a nightclub, bar, restaurant incorporating coin-operated amusements or showing movies to its customers, theater discotheque, or social encounter restaurant (the term a social encounter restaurant as described herein shall mean a restaurant whose primary objective is the sale of alcoholic beverages in an atmosphere that encourages mixing and mingling in addition to the sale of food for on-premises consumption such

as Hooters, as Hooter's is presently operated in the metropolitan Birmingham, Alabama area), (b) for any business or use which creates strong, unusual or offensive odors (except cooking odors), fumes, dust or vapors; is a public or private nuisance; emits noise or sounds which are objectionable due to intermittent beat, frequency, shrillness or loudness; or creates unusual fire, explosives or other hazards, (c) as a bowling alley; billiard parlor; funeral parlor or mortuary; flea market; coin-operated laundromat; industrial manufacturing facilities; automobile, RV, truck or trailer dealership; skating rink; adult bookstore or establishment selling, exhibiting or distributing nude, pornographic or obscene materials, including, without limitation, lingerie shop; massage parlor; topless or nude bar or lounge; so called head shop; amusement arcade or game room; body and fender shop; off-track betting parlor; or kennel or pet store having outdoor boarding facilities; (d) as a convenience store or a motor vehicle service station or establishment for the repair or maintenance of motor vehicles; provided, however, the Grantor hereby acknowledges and agrees that neither a CVS pharmacy nor a similar retail pharmacy shall be considered to be a "convenience store" for purposes of this Exhibit

B.

2.2 Intentionally omitted.

2.3 Plan Approval. Construction of the Building or site development of the Property shall not commence unless and until Grantee has obtained from Grantor, in the manner set forth herein below, Grantor's unqualified and unconditional approval of any and all preliminary and final exterior plans and appearance specifications, as hereinafter described, relating to such construction of the Building and site development on the Property, including, without limitation, plans and specifications for the exterior of the Building, for the parking areas, for driveways, for lighting, for ingress and egress designs, for signs to be placed on the exterior of the Building or on the Property, including color, location, nature and size, for landscaping, and for all other items relating to the

exterior appearance of the Building and the site development on the Property. The scope of review by Grantor shall be limited to appearance only and shall not include any responsibility or authority to review for structural soundness, compliance with building or zoning codes or standards, or any similar or dissimilar factors. Commencement of construction prior to receipt of a Letter of Approval of the Grantor, a copy of which must be signed by the Grantee, and returned to the Grantor for retention, is strictly prohibited. In the event the Grantor no longer owns Inverness Plaza Shopping Center, Grantor shall give notice to Grantee to indicate the party to whom proposed plans are to be forwarded. All such plans and specifications shall be submitted to Grantor for Grantor's review and approval or disapproval in the following manner:

2.3.1 Preliminary Plans and Specifications. Grantee will submit to Grantor, for Grantor's review and approval or disapproval, preliminary plans of the exterior of the Building and for lighting; a perspective of the Building; specifications for exterior materials of the Building; and a site plan of the Property showing all proposed improvements, grades, curbs, curb cuts, landscaping, lighting, and location of exterior signs. Within twenty (20) business days from the date Grantor receives all such preliminary plans and specifications, Grantor will give Grantee written notice of Grantor's approval or disapproval thereof. If such notice is not so given within such period of time, Grantor shall be deemed to have approved such preliminary plans and specifications. Any approval by Grantor, whether actual or implied, of such preliminary plans or specifications or both shall in no event obligate Grantor to approve the final plans and specifications.

2.3.2 Final Plans and Specifications. Grantee will submit to Grantor, for Grantor's review and approval or disapproval, final plans and specifications which shall include, without limitation, working drawings of the exterior of the Building, final specifications of exterior materials of the Building, working drawings of all improvements to the Property exterior to the Building,

detailed landscaping plans, and detailed plans for exterior signs and for lighting. Within twenty (20) business days from the date Grantor receives all such final plans and specifications, Grantor will give Grantee written notice of Grantor's approval or disapproval thereof. If such notice is not so given within such period of time, Grantor shall be deemed to have approved such final plans and specifications. The construction of the Building and the development of the site shall be in strict compliance with said final plans and specifications submitted to and approved by Grantor, if any.

2.4 Additional Construction. From and after the time the Building is completed in accordance with the provisions of Sections 2.1 through 2.3, or otherwise completed, Grantee will not construct any additional building or buildings on the Property for any purpose; provided, however, Grantee shall be permitted to construct a replacement pharmacy, bank or financial services building similar to the existing building in accordance with Article II herein.

2.5 Modification to Building. Any material modifications of the exterior of the Building or of any portion of the interior of the Building which would affect the exterior appearance of the Building or of any portion of the Building or of the site development of the Property which are proposed by Grantee subsequent to Grantor's approval of the final plans and specifications in accordance with Section 2.3.2 will be in character with the final plans and specifications so approved by Grantor and compatible with the architecture of other structures and with the site development (including, without limitations, signs, driveways, curbs, and landscaping) of similar buildings and tracts in Inverness Plaza Shopping Center. Grantee shall make no such material modification unless and until Grantee first obtains Grantor's approval of preliminary and final plans and specifications therefor. Grantor's approval of such preliminary and final plans and specifications shall be obtained in the same manner set forth in Section 2.3, except that Grantor shall give Grantee written notice of its approval or disapproval of such plans within twenty (20) business days of its receipt of all plans

and specifications.

2.6 Signs. Any exterior sign approved by Grantor at any time will conform to the standard of exterior signs at Inverness Plaza Shopping Center and no modification of or addition to any exterior sign approved by Grantor shall be made unless and until Grantee first obtains Grantor's approval therefor in the manner provided in Section 2.3.

2.7 Disapproval of Plans. In the event Grantor ever disapproves any preliminary or final plans or specifications of the Building or of any modification of the Building or of the site development, or disapproves of any other plans or specifications required to be submitted by Section 2.3 through 2.6, Grantor shall specify in detail those objections which Grantor may have to same. The factors which Grantor may consider in determining the approval or disapproval of any preliminary and final plans and specifications may include, but shall not be limited to, the following:

2.7.1 Building and architectural standards concerning the exterior of the Building and all improvements exterior thereto;

2.7.2 Aesthetics (including design, appearance, color, size, location, finish, lighting, proportions and graphics of signage);

2.7.3 Exterior or exposed materials;

2.7.4 Site layout (including location of and traffic flow through proposed points of ingress and egress); and

2.7.5 Compatibility (including architectural, signage, and landscaping) with existing improvements and property contained within Inverness Plaza Shopping Center.

2.7.6 If Grantor shall disapprove the Final Plans and the parties are unable to agree upon such Final Plans, Grantee shall either amend said plans to meet Grantor's reasonable objections, or Grantor may, at its option, elect to repurchase the Property in its unimproved original state at the

purchase price paid for same.

2.7.7 If Grantor repurchases the Property;

- (a) The purchase price shall be the same price Grantee paid for the property.
- (b) The closing of the repurchase shall take place within thirty (30) days at a time and place in Birmingham, Alabama, designated by Grantor by written notice to Grantee at least five (5) business days prior thereto.
- (c) At closing, the purchase price (as provided in Paragraph 2.7.7(a) above) shall be paid by Grantor to Grantee in immediately available funds (including, without limitation, a cashier's check).
- (d) At closing, Grantee shall deliver to Grantor a Limited Warranty Deed, duly executed by Grantee, conveying good and marketable fee simple title to the Property, free and clear of all liens and encumbrances, subject only to the exceptions contained herein affecting the Property.
- (e) At closing, all real property and ad valorem taxes and other taxes and assessments levied upon or assessed against the Property for the year in which the closing occurs shall be prorated as of the closing date.
- (f) Grantee will deliver exclusive possession of the Property on the closing date.

2.8 Drainage Provisions. The following provisions shall apply to drainage:

2.8.1 In connection with the construction of the Building and of any modifications thereof and of any additional buildings and with the site development of the Property, Grantee shall make such provision for drainage of the Property affected by such construction and development as

is satisfactory to Grantor and to any appropriate county, municipal, or governmental agencies having authority over such construction and development. Further, Grantee hereby covenants and agrees to hold Grantor harmless against any and all loss, cost, damage, or injury which Grantor shall ever suffer or endure because of Grantee's failure to make adequate provisions for drainage of the Property after said proposed construction and development.

2.8.2 Existing drainage shall not be altered in such a manner as to divert the flow of water onto an adjacent lot or lots.

2.8.3 Drainage of surface water, storm water, and/or foundation drains may not be connected to sanitary sewers.

2.8.4 Drainage flow shall not be obstructed or be diverted from drainage swales, storm sewers and/or utility easements as designated herein, or as may hereafter appear as a matter of record.

ARTICLE III

REPAIR OF DAMAGE; INDEMNITY

3.1 Grantee shall repair, restore, or replace, in accordance with the provisions of Exhibit B herein, any property, whether personal or real, by whomever owned, which is damaged, destroyed, or injured in any way by Grantee, its agents, representatives, designees, employees, or successors or assigns, in connection with the construction of the Building or the site development on the Property, including, without limitation, any right-of-way curbs, median curbs, signs, or pavement in the rights-of-way of dedicated or undedicated roads within; and Grantee hereby agrees to indemnify and hold Grantor harmless from any and all liabilities, claims, and losses resulting from or arising in connection with any such damage, destruction, or injury.

ARTICLE IV
MAINTENANCE

4.1 Maintenance of Property. Before such construction of the Building is commenced, during such construction, and after such construction is completed, the Property and areas contiguous to road right of ways including the Valleydale Road right of way and the Access Road, shall be kept grassed, mowed, and otherwise maintained by Grantee in an attractive appearance and to a level of quality equal to maintenance of other sites or common areas maintained by Grantor throughout Inverness Plaza Shopping Center. In the event Grantee fails to keep the Property so grassed, mowed, and maintained, after receiving notice from Grantor, Grantor, its representatives, agents, or employees shall have the right, after seven (7) days' notice to Grantee, to enter onto the Property at reasonable times and perform all work needed or desired in order to maintain the Property in the manner provided. Such entrance upon the Property for such purposes shall not be a trespass. Grantee hereby agrees to pay Grantor such reasonable costs and expenses as Grantor shall incur by so acting to maintain the Property within ten (10) days from the receipt by Grantee of a statement from Grantor for any such work.

4.2 Maintenance During Construction. The following provisions shall be observed:

4.2.1 Dust abatement and erosion control measures shall be provided by the contractor or Grantee in all stages of construction.

4.2.2 All building debris, stumps, trees, etc., must be removed from the Property by builder as often as necessary to keep the Property in a reasonable and clean condition. Such debris shall not be dumped in any area of Inverness Plaza Shopping Center.

4.2.3 During construction, all vehicles, including those delivering supplies, must enter the building site only at places approved by the Grantor and such vehicles must be parked on

the Property so as to not unnecessarily damage any other adjacent property.

ARTICLE V

RIGHT OF REPURCHASE

5.1 **Failure to Begin Construction.** In addition to all other rights and remedies for breach of these Restrictions, in the event the time period set out in Section 1.1 is not fully complied with, Grantor shall have the right, but not the obligation, to repurchase the Property for an amount not to exceed the purchase price paid Grantor for the Property, without interest.

5.2 **Resale.** In the event the Grantee desires to convey the Property to any party which is not Grantee's parent, subsidiary, an affiliated corporation or any entity which is directly or indirectly controlled by a parent, subsidiary or affiliated corporation prior to the expiration of eighteen (18) months after the purchase from Grantor, and in the further event that the Grantee has not begun construction of the Building thereon, Grantor shall have and retains the option to purchase the Property from Grantee at an amount not to exceed the purchase price paid to Grantor for the Property, without interest. Grantee shall give Grantor written notice of Grantee's desire to sell the Property and Grantor shall have thirty (30) days after receipt thereof to give notice to Grantee of its intent to repurchase. Notwithstanding the foregoing, the repurchase option of Section 5.1 and 5.2 shall not apply to (i) any financing transaction, (ii) any sale leaseback transaction, or (iii) any subsequent conveyance by the Purchaser in a sale leaseback transaction.

5.3 **Time to Repurchase.** In the event Grantor, in its sole election and at its sole discretion, so elects to repurchase the Property under the provisions of Section 5.1 or 5.2, Grantor shall give Grantee written notice of such election to repurchase within thirty (30) days after the date which is eighteen (18) months from the date hereof. If Grantor does not so notify Grantee within such thirty (30) day period, Grantor shall be deemed to have waived its right of repurchase under

Section 5.1 or 5.2. In the event Grantor declines to exercise its right to repurchase under Section 5.1 or 5.2, or fails to notify Grantee within such thirty (30) day period, then Grantee shall be free to construct on the Property such building as shall be compatible with other buildings in Inverness Plaza Shopping Center and shall be free to choose such site development plan as shall be compatible with other portions of said surrounding Inverness common area, subject to the provisions of Article II. In the event Grantor gives notice of the intent to repurchase pursuant to Sections 5.1 or 5.2 to Grantee within the applicable thirty (30) day period, the closing of the repurchase by Grantor shall be consummated within sixty (60) days of the date Grantee receives such notice at a time and a place to be selected by the Grantor.

5.4 Deed. If the Grantor elects to repurchase pursuant to Section 5.1 or 5.2, Grantee shall reconvey good and marketable fee simple title in and to the Property, subject only to the Permitted Items recorded in the within and foregoing Limited Warranty Deed, to Grantor by Limited Warranty Deed in the form of the within and foregoing Limited Warranty Deed.

ARTICLE VI

GENERAL RESTRICTIONS

6.1 Nuisances. No noxious, offensive, or illegal activities shall be carried on upon any parcel nor shall anything be done on any parcel which may be or may become an annoyance or nuisance to the Inverness Plaza Shopping Center area.

6.2 Mining, etc. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon the Property and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on the Property; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on the Property.

6.3 Antennas. All outside radio and television antennas shall be approved by Grantor in

accordance with Article II herein.

6.4 Trash. No trash, garbage, or other refuse shall be dumped, stored, or accumulated on the Property. Trash, garbage or other waste shall not be kept on the Property, except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be so placed or screened by shrubbery or other appropriate material approved in writing by Grantor as not to be visible from any road or lake within sight distance of the parcel at any time except during refuse collection. No outside burning of wood, leaves, trash, garbage or other refuse shall be permitted.

6.5 Subdivision. The Property shall not be split, divided or subdivided for sale, resale, gift, transfer, or otherwise without the express written consent of Grantor.

6.6 Access. The Property shall be accessed solely from the Access Road (as shown on Exhibit "A"). It is also understood that Grantor may construct future roads, streets or driveways along or adjacent to the Property to serve future buildings or development, so long as it does not interfere with Grantee's use of the Access Road.

ARTICLE VII

ENFORCEMENT

7.1 In the event of a violation or breach of any of these restrictions, or any amendments thereto by any property owner, or agent of such owner, Grantor, its successors and assigns, or any other party to whose benefit these restrictions inure shall have the right to proceed at law or in equity to compel compliance with the terms and conditions hereof, to prevent the violation or breach of said restrictions, to sue for and recover damages or other charges, or take all such courses of action at the same time, or such other legal remedy it may deem appropriate. No delay or failure on the part of any aggrieved party to invoke an available remedy set forth herein shall be held to be a waiver of that

party or an estoppel of that party or of any other party to assert any right available to it upon the recurrence or continuation of said violation or the occurrence of a different violation. Grantor shall not be responsible in any way for any delay or failure to enforce or seek to enforce any violation or breach of any of these restrictions or amendments thereto.

ARTICLE VIII

DURATION AND AMENDMENT

8.1 The Restrictions contained in this Declaration shall run with and bind the Property, shall inure to the benefit of Grantor and any owner of property which presently is, or may hereafter be designated as part of Inverness Plaza Shopping Center, their respective legal representatives, heirs, successors and assigns for a period of twenty (20) years (the "Restriction Period") from the date hereof, unless waived in writing by Grantor.

ARTICLE IX

RECIPROCAL NEGATIVE EASEMENTS

9.1 Grantor and Grantee covenant and agree that the hereinabove provided restrictions shall not encumber or restrict or burden, either as reciprocal negative easements or as implied covenants or as restrictive covenants or as equitable servitudes or as any other right or interest or claim, any other properties owned in part or entirely by Grantor and which may benefit from the hereinabove provided restrictions, it being the intention of Grantor and Grantee that only the Property shall be restricted thereby. Grantor hereby expresses its general intent to use these same restrictions, as they may be modified, on other property in Inverness Plaza Shopping Center, as it may be specifically designated by deed as such from time to time.

ARTICLE X


SEVERABILITY

10.1 Every one of the Restrictions is hereby declared to be independent of, and severable from the rest of the restrictions and of and from every other one of the restrictions and of and from every combination of the restrictions. Invalidation by any court of any restriction in this instrument shall in no way affect any of the other restrictions which shall remain in full force and effect.

Signed, sealed and delivered
by Grantor in the presence of:

GRANTOR: METROPOLITAN LIFE
INSURANCE COMPANY

Judy L. Hayfield
Witness

By: J. M. R. Radner 

Kathleen D. Coady
Notary Public

Notary Public, DeKalb County, Georgia
My Commission Expires March 15, 2003

Signed, sealed and delivered
by Grantee in the presence of:

Adrian D. Kildson


Witness

Kelly A. Lajoie

Notary Public

KELLY A. LAJOIE
Notary Public of Rhode Island
My Commission Expires 3-23-02

GRANTEE: BIG B, INC.

By: 

Title: Michael B. Nulman
Assistant Secretary

EXHIBIT "A"

A parcel of land located in the East 1/2 of the Southeast 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

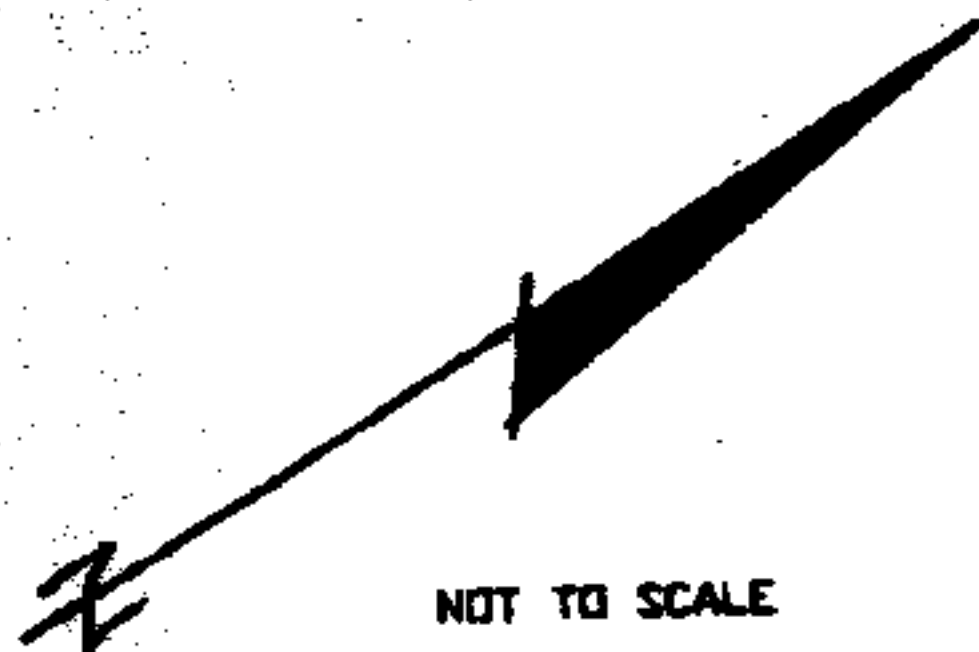
Commence at the Southwest corner of said Southeast 1/4 of Section 36 and run north along the West line of same 770.80 feet; thence right $119^{\circ}08'28''$ and run Southeasterly 257.20 feet; thence left $90^{\circ}04'42''$ and run Northeasterly 1,495.98 feet to a point on the Southwesterly right of way of U.S. Highway # 280; thence right $89^{\circ}57'31''$ and run Southeasterly along said right of way 777.61 feet; thence right of $44^{\circ}58'43''$ and continue Southeasterly along said right of way 34.90 feet to the point of beginning of the herein described Site "C"; thence continue along last described course 21.70 feet to a point on the Northwesternly right of way of Shelby County Highway # 17 (Valleydale Road); thence right $44^{\circ}58'43''$ and run Southwesterly along said right of way 193.86 feet to the point of curve of a curve to the right having a radius of 1,387.42 feet and a central angle of $7^{\circ}21'35''$; thence run Southwesterly along the arc of said curve and right of way 178.22 feet to a point of intersection with a curve to the right having a radius of 72.14 feet and a central angle of $72^{\circ}45'42''$; thence right $20^{\circ}54'23''$ from the tangent behind to the tangent ahead and run southwesterly along the arc of said curve 91.61 feet to the point of tangent; thence run Northwesternly along tangent 6.69 feet to the point of curve of a curve to the right having a radius of 113.50 feet and a central angle of $39^{\circ}00'54''$; thence run Northwesternly along the arc of said curve 77.29 feet to the point of tangent; thence run Northwesternly along tangent 200.89 feet; thence right 90° and run Northeasterly 357.84 feet to the point of beginning.

Also described as:

A parcel of land situated in the Southeast Quarter of Section 36, Township 18 South, Range 2 West, Huntsville Meridian, Shelby County, Alabama, being more particularly described as follows:

Commence at the SW corner of said Southeast Quarter of Section 36 and run N'erly along the W'erly line thereof for a distance of 770.80 feet to a found $3/4''$ rebar; thence turn a deflection angle to the right of $119^{\circ}08'28''$ and run SE'erly for a distance of 257.20 feet to a found 1" crimped iron; thence turn a deflection angle to the left of $90^{\circ}04'42''$ and run NE'erly for a distance of 1495.98 feet to a found 1" crimped iron on the SW'erly right of way of U.S. Highway 280; thence turn a deflection angle to the right of $89^{\circ}58'11''$ and run SE'erly along said right of way for a distance of 777.55 feet; thence turn a deflection angle to the right of $44^{\circ}59'08''$ and continue SE'erly along said right of way for a distance of 34.90 feet to the POINT OF BEGINNING; thence continue along last described course for a distance of 21.70 feet to a point on the NW'erly right of way of Shelby County Highway No. 17 (Valleydale Road); thence turn a deflection angle to the right of $44^{\circ}58'43''$ and run SW'erly along said right of way for a distance of 193.86 feet to the point of curvature of a curve to the right having a radius of 1387.42 feet and a central angle of $7^{\circ}21'35''$; thence continue along the arc of said curve and along said right of way for a distance of 178.22 feet to the point of intersection of said arc with a curve to the right having a radius of 72.14 feet and a central angle of $72^{\circ}45'42''$; thence turn a deflection angle to the right of $20^{\circ}54'23''$ from the tangent back to the tangent ahead and leaving said right of way, run SW'erly along the arc of said curve for a distance of 91.61 feet to the point of tangency thereof; thence continue NW'erly along a line tangent to last described course for a distance of 6.69 feet to the point of curvature of a curve to the right having a radius of 113.50 feet and a central angle of $39^{\circ}00'54''$; thence continue along the arc of said curve for a distance of 77.29 feet to the point of tangency thereof; thence continue NW'erly along a line tangent to last described course for a distance of 200.88 feet; thence turn a deflection angle to the right of $90^{\circ}00'00''$ and run NE'erly for a distance of 357.84 feet to the POINT OF BEGINNING.

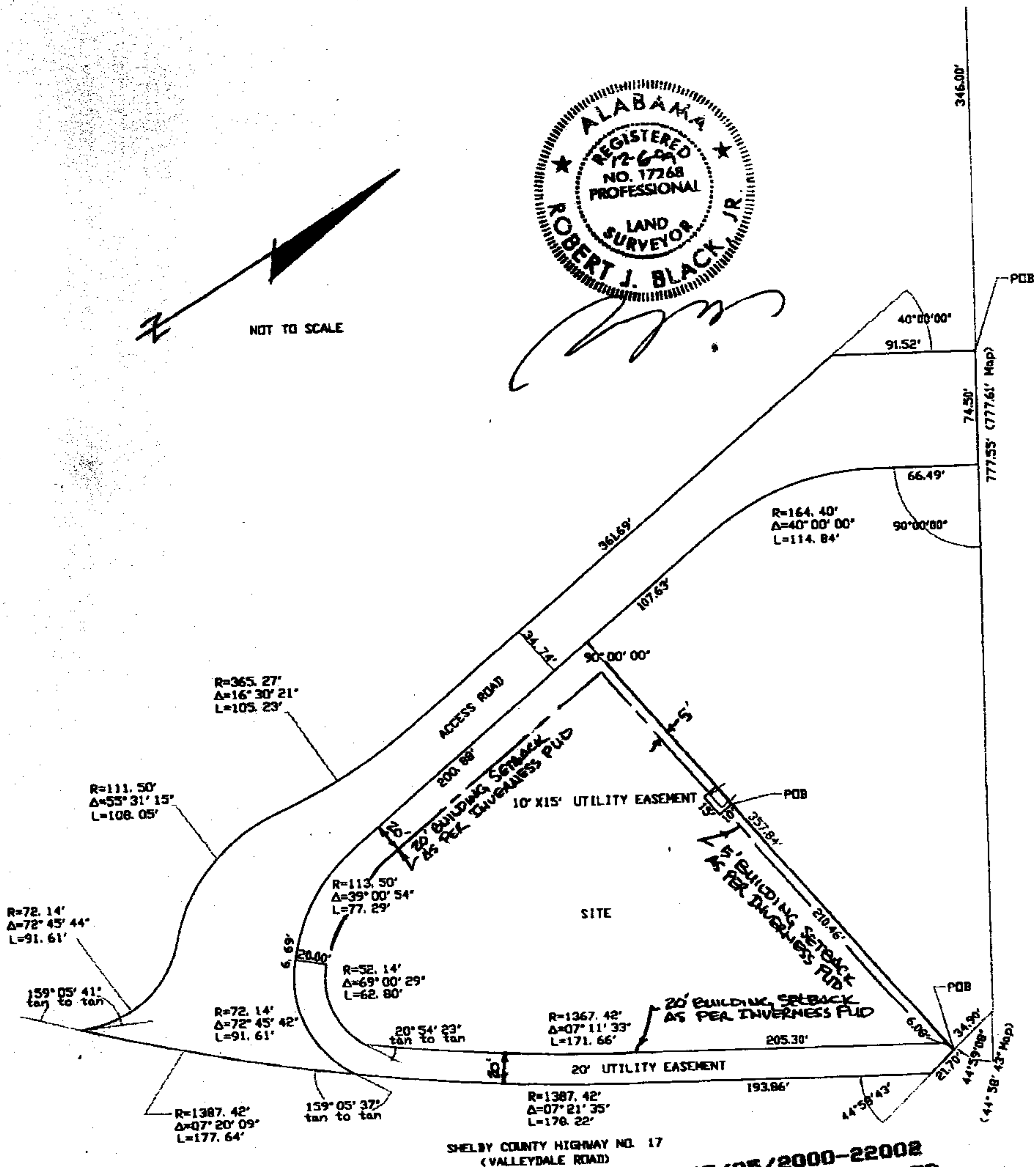
(Page 2)



NOT TO SCALE

Inst # 2002-0002

U. S. HIGHWAY 280



07/05/2000-22002
08:42 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
022 1116 62.00