

Dorothea S. Costrini
LeeAnn W. Aldridge
HUNTER, MACLEAN, EXLEY & DUNN, P.C.
Post Office Box 9848
Savannah, Georgia 31412

Recording requested by,
and after recording, return to:

General Electric Capital BAF Corporation
Attention: Franchise Finance Department
10900 Northeast Fourth Street, Suite 500
Bellevue, Washington 98004

Loan Number: 0006836-001

STATE OF ALABAMA)
COUNTY OF Shelby)

**SUBORDINATION, ATTORNMENT
AND LESSEE-LESSOR ESTOPPEL AGREEMENT**

(Alabama)

This Subordination, Attornment and Lessee/Lessor Estoppel Agreement ("Agreement") is entered into as of March 23, 2001, by and among SPECTRUM REALTY, INC., a Georgia corporation ("Lessor"), whose address is 824 Third Avenue, West Point, Georgia 31833-1529, SPECTRUM STORES, INC., a Georgia corporation ("Lessee"), whose address is 824 Third Avenue, West Point, Georgia 31833-1529, and GENERAL ELECTRIC CAPITAL BUSINESS ASSET FUNDING CORPORATION, a Delaware corporation ("Lender"), whose address is Franchise Finance Department, 10900 Northeast Fourth Street, Suite 500, Bellevue, Washington 98004.

RECITALS:

A. Lessee is the present lessee, and Lessor is the current lessor, under those certain lease agreements (the "Leases") as set forth on Schedule 1 hereto, demising all or a portion of the premises located throughout Alabama, more particularly described on Exhibit A (the "Leased Premises").

B. Lessee has been advised that the Lease has been or will be assigned by Lessor to Lender as security for its guaranty of a loan to Spectrum Holding, Inc. (the "Loan") with an original principal balance of \$21,000,000 (the "Loan") secured by a Consolidated, Amended and Restated Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing (the "Security Instrument") to be recorded contemporaneously herewith covering the Leased Premises.

C. A condition precedent to Lender's disbursement of Loan proceeds is that Lessor obtain this Agreement from Lessee in order to confirm certain matters and to subordinate the Lease and Lessee's interest in the Leased Premises to the lien of the Security Instrument.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Inst # 2001-41724

09/27/2001-41724
08:23 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
74.00
022 CH

1. Lessee represents and warrants to Lender as follows:
 - (a) Lessee has accepted possession and is in occupancy of the Leased Premises pursuant to the terms of the Leases, and the Leases are in full force and effect.
 - (b) The improvements and space required to be furnished according to the Lease have been completed in all respects, all amounts owing from Lessor to Lessee in connection with delivery and construction of the Leased Premises (including, without limitation, tenant improvement costs, liquidated damages, and charges for construction delays) have been paid, and Lessee hereby waives any and all rights and remedies which Lessee may have against Lessor (including, without limitation, any right to terminate the Leases) as a result of any breach by Lessor of any of its obligations under the Lease relating to the delivery, construction or condition of the Leased Premises.
 - (c) Lessor has done everything that it promised to do in order to induce Lessee to enter into the Leases. All conditions to the commencement of the Leases have been satisfied. There are no concessions or inducements which have been promised by Lessor or any other party to Lessee other than as set forth in the Leases.
 - (d) The Leases as described above have not been further modified, altered or amended.
 - (e) There are no offsets or credits against rentals, nor have rentals been prepaid except as provided by the Leases' terms.
 - (f) Rental commenced to accrue on January 1, 2001, and there is currently no outstanding unpaid rent. The primary Lease terms and expiration dates are as set forth on Schedule 1 hereto.
 - (g) Lessee has no notice of a currently effective assignment, hypothecation or pledge of rents on the Leases to any party other than Lender and the lender (if any) whose loan is being repaid upon the closing of the Loan.
 - (h) The Leases do not contain, and Lessee does not have, an outstanding option to extend or renew the term of the Leases.
 - (i) Lessee has no claim to or interest in the Leased Premises, legal or equitable, or any contract or option therefor other than as a lessee under the Leases. The Leases do not contain, and Lessee does not otherwise have, an outstanding option to purchase the Leased Premises.
 - (j) Sufficient parking facilities for Lessee's purposes under the Leases are located on the Leased Premises.
 - (k) Lessor is not in default of any of its obligations under the Leases, and, to the best of Lessee's knowledge, no event has occurred which, with notice, the passage of time or both, would constitute a default in any of Lessor's obligations under the Leases.
 - (l) Lessee has paid Lessor \$__0__ as a security or similar type deposit.

2. Lessee shall promptly provide Lender at its address first shown above with a written notice of any default on the part of the Lessor under the Leases. Lender shall have the option to cure such default within the time allotted to Lessor under the Lease plus ten (10) business days in the case of a monetary default and forty-five (45) business days in the case of a non-monetary default. Lessee shall not invoke any of its remedies under the Leases or any other remedies available to Lessee at law or in equity during any period that Lender is proceeding to cure any such default with due diligence or (if possession of the Leased Premises is necessary for such cure to be effectuated) during any period that Lender is taking steps with due diligence to obtain the legal right to enter the Leased Premises and cure any such default.

3. Without the prior written consent of Lender, Lessee shall not (a) modify, extend or in any manner alter the terms of the Leases; (b) pay the rent or any other sums becoming due under the terms of the Leases more than one month in advance; (c) accept Lessor's waiver of or release from the performance of any obligation under the Leases; (d) assign the Leases or sublet the Leased Premises; or (e) assign the Leases as collateral security or mortgage or otherwise encumber its leasehold interest; (f) make any structural changes to the Leased Premises; or (g) agree with Lessor to terminate the Leases.

4. In the event Lender notifies Lessee in writing that Lessor is in default under the Security Instrument and demands that payment of all future rentals be made directly to Lender, Lessee shall honor such demand and pay the full amount of its rent and all other sums due under the Leases directly to Lender or as otherwise instructed by Lender pursuant to such notice, beginning with the payment next due after such notice of default. Lessor hereby consents to such payment and agrees that Lessee shall not be liable to Lessor for any rental payments actually paid to Lender pursuant to this Section 4.

5. The Leases and all right, title and interest of Lessee in, to and under the Leases (including, without limitation, all options or rights of first refusal to purchase the Leased Premises) are now, and shall at all times continue to be, unconditionally subject and subordinate in each and every respect, to the Security Instrument and to any and all renewals, modifications, extensions, substitutions, replacements and/or consolidations of the Security Instrument. For so long as the Security Instrument is a lien on the Leased Premises, Lessee shall not mortgage or otherwise encumber its leasehold interest or subordinate the estate of Lessee in the Leases to any other mortgage or deed of trust or any other security instrument.

6. No provision of this Agreement may be changed, waived, discharged, or terminated except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, and permitted assigns. Upon recorded satisfaction of the Security Instrument, this Agreement shall become null and void and be of no further effect.

7. To the extent that the Leases shall entitle Lessee to notice of any mortgage, this Agreement shall constitute such notice to Lessee with respect to the Security Instrument, and Lessee hereby waives notice of any and all renewals, modifications, extensions, substitutions, replacements, and/or consolidations of the Security Instrument. The terms "mortgagee", as used in the Leases shall be deemed to include Lender, its successors and assigns, including anyone who shall have succeeded to Lessor's interest by, through or under foreclosure of the Security Instrument or deed in lieu of such foreclosure. The term "mortgage" or any similar term, shall be deemed to include the Security Instrument to be recorded contemporaneously herewith.

8. This Agreement shall be construed under the laws of the State of Alabama applicable to contracts made and to be performed therein (excluding its choice-of-law principles).

9. This Agreement may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument, and any of the parties or signatories hereto may execute this Agreement by signing any such counterpart.

10. To the extent of any conflict between the provisions of the Security Instrument and the Leases which govern the application and disbursement of insurance and condemnation proceeds, the provisions of the Security Instrument shall control. Notwithstanding anything in the Leases to the contrary, Lessee may not terminate the Leases because of damage to or condemnation of the Leased Premises unless (a) Lessee's use and operation of the Leased Premises is materially impaired by the damage to or condemnation of the Leased Premises, and (b) at least twenty-five percent (25%) of the net rentable area of the Leased Premises is damaged or condemned. Notwithstanding anything in the Leases to the contrary, Lessee may not terminate the Leases because of any delay in repairing or rebuilding the Leased Premises unless the Leased Premises are not repaired or rebuilt within one hundred eighty (180) days after the date of damage or condemnation.

11. In the event suit or action is instituted to enforce or interpret this Agreement, the prevailing party shall be entitled to recover all expenses reasonably incurred at, before or after trial and on appeal, whether or not taxable as costs, or in any bankruptcy proceeding, including, without limitation, attorneys' fees, witness fees (expert and otherwise), deposition costs, copying charges and other expenses.

12. Upon the request of Lender from time to time, Lessee shall furnish to Lender a copy of Lessee's balance sheet and profit and loss statement, which shall be prepared in accordance with generally accepted accounting principles and practices consistently applied.

13. Lessee shall not use, produce, store, release, dispose of or bring into the Leased Premises any hazardous waste or materials or allow any other entity or person to do so except as incidentally related to the operation and maintenance of the Leased Premises and equipment located therein, such as small amounts of ordinary office supplies, pesticides, insecticides or cleaning supplies used in Lessee's operation of the Leased Premises, which substances shall be stored and used in accordance with applicable laws and regulations and used in a prudent manner. As used herein, the term "hazardous waste or materials" includes any substance, waste or material defined or designated as hazardous, toxic or danger (or any similar term) by any federal, state or local statute, regulation, rule or ordinance now or hereafter in effect including, without limitation, petroleum products and by-products, asbestos, polychlorinated biphenyls, chlorinated solvents, and urea formaldehyde. Lessee shall indemnify and hold harmless Lessor and Lender against any and all losses, liabilities, suits, obligations, fines, damages, judgments, penalties, claims, charges, cleanup costs, remedial actions, costs and expenses (including, without limitation, attorneys' fees and disbursements) which may be imposed on, incurred or paid by, or asserted against Lessor and/or Lender directly or indirectly arising from or attributable to any misrepresentation or breach of any warranty, covenant or agreement by Lessee under this section. The provisions of this section shall survive expiration or termination of the Leases. Lender acknowledges that the Leased Premises shall be used as gas stations and that certain Hazardous Substances which are used in the normal operations of a convenience store, gas station and oil and lube may be present.

14. Lessee hereby agrees that if Lender elects at any time to have the Leases, or any one of them, superior to its Security Instrument and gives notice of its election to Lessee, then the Leases shall be superior to the lien of any such and all renewals, modifications, extensions, substitutions, replacements and/or consolidations thereof, whether the Leases is dated or recorded before or after the Security Instrument. If Lender shall become the owner of the Leased Premises, or if the Leased Premises shall be sold by reason of foreclosure or other proceedings brought to enforce the Security Instrument, or if the Leased Premises shall be transferred by deed in lieu of foreclosure, then at Lender's sole option (i) the Leases shall continue in full force and effect as a direct lease agreement between Lessee and the then owner of the Leased Premises (including Lender or the grantee under any deed given as a result of any foreclosure or in lieu of foreclosure), upon and subject to all of the terms, covenants and conditions of the Leases for the balance of the term thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Leases, and (ii) Lessee shall attorn to Lender or any other such owner as its Lessor, said attornment to be effective and self-operative without the execution of any further instruments. From and after Lender's or other such owner's succession to the interest of Lessor

under the Leases, Lessee shall have the same remedies against Lender or such other owner for the breach of any covenant contained in the Leases that Lessee might have had under the Leases against Lessor, except that neither Lender nor any other such owner shall be:

- (a) liable for any act or omission of, or for the performance of any obligation of, any prior lessor (including Lessor), including without limitation any obligation to repair, restore or expand any part of the Leased Premises; or
- (b) subject to any offsets or defenses which Lessee might have against any prior lessor (including Lessor); or
- (c) bound by any prepayment of rent or additional rent which Lessee might have paid for more than the current month or by payment of any security deposits to any prior lessor (including Lessor), except such security deposits as have actually been received by Lender; or
- (d) bound by any amendment or modification of the Leases or by any waiver or forbearance on the part of any prior lessor (including Lessor) made or given without the written consent of Lender or any subsequent holder of the Security Instrument; or
- (e) bound by any representations or warranties of Lessor under the Leases.

15. Lender shall not be bound by any nondisturbance provisions of the Leases. Lender or such other owner shall not be required to recognize the rights of Lessee under the Leases, and the rights of Lessee thereunder (including any options thereunder) shall at the sole election of and upon notice by Lender or such other owner cease and terminate upon acquisition of title to or upon possession of the Leased Premises by Lender, or such owner or their respective successors and assigns, including any purchaser at a foreclosure sale.

16. Lessee hereby waives any rights it may have to an award for a taking by eminent domain, except to the extent that the award (a) compensates Lessee for moving expenses, business interruption, or taking of the personal property of Lessee (other than Lessee's leasehold interest), (b) is awarded separately in the eminent domain proceeding, and (c) does not reduce the amount of Lessor's award in the eminent domain proceeding.

17. Any option or right of first refusal that Lessee may have to purchase the Leased Premises shall not apply to a sale by foreclosure or a deed in lieu of foreclosure and shall automatically be void and of no further force and effect following such sale by foreclosure or a deed in lieu of foreclosure. Lessee shall execute promptly whatever documents Lender may request from time to time in order to confirm the foregoing.

18. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

19. Any and all notices, elections, demands, or requests permitted or required to be made under this Agreement shall be in writing, signed by the party giving such notice, election, demand or request, and shall be delivered personally, by telegram, or sent by registered, certified, or Express United States mail, postage prepaid, or by Federal Express or similar service requiring a receipt, to the other party at the address stated above, or to such other party and at such other address within the United States of America as any party may designate in writing as provided herein. The date of receipt of such notice,

election, demand or request shall be the earliest of (i) the date of actual receipt, (ii) three (3) business days after the date of mailing by registered or certified mail, (iii) one (1) business day after the date of mailing by Express Mail or the delivery (for redelivery) to Federal Express or another similar service requiring a receipt, or (iv) the date of personal delivery (or refusal upon presentation for delivery)

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE, AMONG OTHER THINGS, IT AFFECTS THE PRIORITY OF YOUR LEASES AND BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

IN WITNESS WHEREOF the undersigned parties have executed this Agreement under seal as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Pat Fike
First Witness

Sylvia B. Black
Second Witness

Signed, sealed and delivered
in the presence of:

LESSEE:

SPECTRUM STORES, INC.,
a Georgia corporation

By: [Signature]

Title: Vice President - Finance

[SEAL]

LENDER:

GENERAL ELECTRIC CAPITAL BUSINESS ASSET
FUNDING CORPORATION,
a Delaware corporation

By: _____

Title: _____

election, demand or request shall be the earliest of (i) the date of actual receipt, (ii) three (3) business days after the date of mailing by registered or certified mail, (iii) one (1) business day after the date of mailing by Express Mail or the delivery (for redelivery) to Federal Express or another similar service requiring a receipt, or (iv) the date of personal delivery (or refusal upon presentation for delivery)

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IN WITNESS WHEREOF the undersigned parties have executed this Agreement under seal as of the day and year first above written.

LESSEE:

SPECTRUM STORES, INC.,
a Georgia corporation

Signed, sealed and delivered
in the presence of:

First Witness

Second Witness

By: _____

Title: _____

[SEAL]

LENDER:

GENERAL ELECTRIC CAPITAL BUSINESS ASSET
FUNDING CORPORATION,
a Delaware corporation

Signed, sealed and delivered
in the presence of:

By:  _____

Title: Greg Vieceli, Sr. Vice President

Lessor joins in the execution of this document for the purpose of acknowledging and confirming the matters herein set forth.

Signed, sealed and delivered
in the presence of:

Pat Fike
First Witness

Sylvia B. Black
Second Witness

LESSOR:

SPECTRUM REALTY, INC.,
a Georgia corporation

By: [Signature]

Title: Vice President - Finance

[SEAL]

Exhibits:

Exhibit A - Leased Premises
Schedule 1 - Leases

STATE OF GEORGIA)
)
COUNTY OF MUSCOGEE) ss.

I, William C. Pound, a Notary Public in and for said County in said State, hereby certify that Loring F. Perez, whose name as Vice President - Finance of Spectrum Stores, Inc., a Georgia corporation, is signed to the foregoing Mortgage, and is known to me [or whose identity was proven to me on the basis of satisfactory evidence], acknowledged before me on this day that, being informed of the contents of the conveyance, he, in his capacity as Chairman and CEO, executed the same voluntarily for and as the act of said corporation. Vice President - Finance

Given under my hand this 22 day of March, A.D., 2001.


Notary Public

My Commission expires: _____



[SEAL]

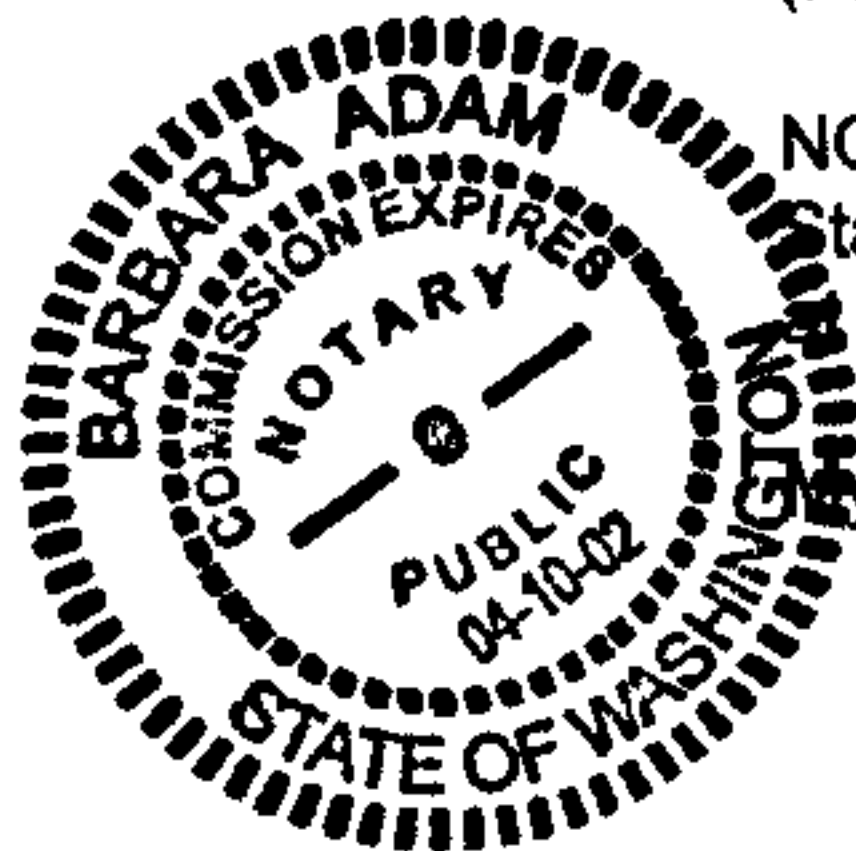
My Commission Expires June 29, 2001

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 22nd day of March, 2001, before me, a Notary Public in and for the State of Washington, personally appeared Greg Viaceli, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Sr. Vice President of GENERAL ELECTRIC CAPITAL BUSINESS ASSET FUNDING CORPORATION to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Barbara Adam
Barbara Adam
(Print Name)



NOTARY PUBLIC in and for the
State of Washington, residing
Bothell, WA

My appointment expires 4-10-02

STATE OF GEORGIA

COUNTY OF MUSCOGEE

)
)
)
ss.

I, William C. Pound, a Notary Public in and for said County in said State, hereby certify that Loring F. Perez, whose name as Vice President - Finance of Spectrum Realty, Inc., a Georgia corporation, is signed to the foregoing Mortgage, and is known to me [or whose identity was proven to me on the basis of satisfactory evidence], acknowledged before me on this day that, being informed of the contents of the conveyance, he, in his capacity as Chairman and CEO, executed the same voluntarily for and as the act of said corporation. Vice President - Finance

Given under my hand this 22 day of March, A.D., 2001.


Notary Public

My Commission expires: _____

[SEAL]

WILLIAM C. POUND
—NOTARY PUBLIC—OFFICIAL SEAL—
MUSCOGEE COUNTY, GA
My Commission Expires June 29, 2001

Loan No.: 0006836-001

EXHIBIT A

(Alabama)

Legal Descriptions:

PARCEL 1: 2157 Valley Dale Road, Hoover, Shelby County, Alabama (Store No. 102)

Lot 2, according to the Survey of Rice Subdivision, as recorded in Map Book 11, page 106, in the Probate Office of Shelby County, Alabama.

PARCEL 2: 615 Cahaba Valley Road, Pelham, Shelby County, Alabama (Store No. 103)

Commence at the Southwest corner of the Northeast 1/4 of the Southeast 1/4 of Section 31, Township 19 South, Range 2 West; thence run North along the West line of said 1/4 - 1/4 section line for a distance of 541.25 feet; thence run North 55°37'24" East for a distance of 44.03 feet to the point of beginning; from the point of beginning thus obtained, run North 30°11'06" West for a distance of 159.93 feet; thence run North 59°48'54" East for a distance of 200.00 feet; thence run South 30°11'06" East for a distance of 200.00 feet; thence run South 59°48'54" West along the Northwesterly right of way line of Alabama Highway No. 119 for a distance of 200.00 feet; thence run North 30°11'06" West for a distance of 40.07 feet to the point of beginning.

Situated in Shelby County, Alabama.

PARCEL 3: 1250 Columbiana Road, Birmingham, Jefferson County, Alabama (Store No. 104)

Commence at the Northwest corner of the Southwest 1/4 of the Southwest 1/4 of Section 24, Township 18 South, Range 3 West; thence run in a Southerly direction along the West line of the Southwest 1/4 of the Southwest 1/4 for a distance of 218.31 feet to a point on the Southeast right of way of West Lakeshore Drive; thence turn an angle to the left of 128°33' and run in a Northeasterly direction along the Southeast right of way of West Lakeshore Drive for a distance of 492.97 feet to the point of beginning; from the point of beginning thus obtained; thence continue along last described course for a distance of 185.00 feet; thence turn an angle to the right of 55°17'18" and run in a Southeasterly direction along the Southwesterly right of way of West Lakeshore Drive for a distance of 46.04 feet to a point on the Southwest right of way of Green Springs Highway; thence turn an angle to the right of 68°15'48" to the chord of a curve to the right having a central angle of 7°06'59" and a radius of 1408.92 feet; thence run along the arc of said curve in a Southeasterly direction along the Southwest right of way of Green Springs Highway for a distance of 175.00 feet; thence turn an angle to the right from the chord if extended to said curve of 85°32'31" and run in Southwesterly direction for a distance of 135.00 feet; thence turn an angle to the right of 62°33'38" and run in a Northwesterly direction for a distance of 118.00 feet to the point of beginning; being situated in Jefferson County, Alabama.

PARCEL 4: 4 US Highway 280, Birmingham, Shelby County, Alabama (Store No. 107)

Part of the Northwest 1/4 of Southeast 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

From the Southwest corner of said 1/4 - 1/4 section, looking in a Northerly direction along the West line of said 1/4 - 1/4 section, turn an angle to the right of 29°08' and run in a Northeasterly direction for a distance of 696.0 feet to the point of beginning; thence continue along last mentioned course for a distance of 325.00 feet to a point on the Southwest right of way line of U.S. Highway 280; thence turn an angle to the right of 90°53'15" and run in a Southeasterly direction along said Southwest right of way line for a distance of 309.64 feet to an existing concrete right of way monument; thence turn an angle to the right of 4°36'15" and run in a Southeasterly direction along said Southwest right of way line for a distance of 28.61 feet to an existing nail on the edge of Dewberry Drive; thence turn an angle to the right of 88°40'30" and run in a Southwesterly direction for a distance of 137.35 feet to an existing nail on the edge of Dewberry Drive; thence turn an angle to the right of 38°51' and run in a Southwesterly direction for a distance of 70.34 feet to an existing nail on the edge of Dewberry Drive; thence turn an angle to the right of 20°09' and run in a Westerly direction for a distance of 78.28 feet to an existing nail in the edge of Dewberry Drive; thence turn an angle to the left of 18°48' and run in a Southwesterly direction for a distance of 145.47 feet to an existing nail in the edge of Dewberry Drive; thence turn an angle to the right of 51°02' and run in a Northwesterly direction for a distance of 109.03 feet to the point of beginning.

PARCEL 5: 3421 Lorna Road, Hoover, Jefferson County, Alabama (Store No. 108)

Part of the Southeast 1/4 of Section 12, Township 19 South, Range 3 West, Jefferson County, Alabama, being more particularly described as follows:

From the Northeast corner of the Southeast 1/4 of said Section and run in a Southerly direction along the East line of said Southeast 1/4 of Section 12 for a distance of 1,476.34 feet; thence turn an angle to the right of 68°18' and run in a Southwesterly direction for a distance of 328.84 feet to the point of beginning; thence continue along last mentioned course for a distance of 200.00 feet to a point on the East right of way line of Lorna Road; thence turn an angle to the right of 90°20' and run a Northwesterly direction along said East right of way line for a distance of 160.00 feet; thence turn an angle to the right of 89°40' and run in a Northeasterly direction for a distance of 200.00 feet; thence turn an angle to the right of 90°20' and run in a Southeasterly direction for a distance of 160.00 feet to the point of beginning.

PARCEL 6: 5375 Highway 280 East, Birmingham, Shelby County, Alabama (Store No. 109)

Commence at the Southwest corner of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama; thence run North along the West line of said section for a distance of 1295.37 feet; thence run North 78°39'13" East for a distance of 590.19 feet to a concrete monument on the Northeasterly right of way of U.S. Highway No. 280 at station 181+00, said point being the point of beginning; from the point of beginning thus obtained run North 60°38'07" East along the Northwesterly right of way line of U.S. Highway No. 280 for a distance of 150.23 feet to a concrete monument on the Northwesterly right of way line of Alabama Highway No. 119 at station 13+24.60; thence run North 21°09'07" East along the Northwesterly right of way line of Alabama Highway No. 119 for a distance of 65.85 feet; thence run North 64°43'19" West for a distance of 298.82 feet; thence run South 21°09'07" West for a distance of 216.54 feet; thence run South 59°47'53" East along the Northeasterly right of way line of U.S. Highway No. 280 for a distance of 80.32 feet to a concrete monument at station 180+00; thence run South 80°42'35" East along the Northwesterly right of way line of U.S. Highway No. 280 for a distance of 125.89 feet to the point of beginning.

PARCEL 7: 7891 Vaughn Road, Montgomery, Montgomery County, Alabama (Store No. 110)

Lot A, according to the Survey of Sohio Oil Plat No. 5, as recorded in Plat Book 37, page 33, in the Probate Office of Montgomery County, Alabama.

Also more particularly described as follows:

Commence at the Northwest corner of Section 29, Township 16 North, Range 19 East, Montgomery County, Alabama, and run North 90°00" East, 2,703.77 feet; thence run S 00°00" East, 2,381.40 feet to a point on the West right of way of Taylor Road said point being the point of beginning; thence from said point of beginning, run along said West right of way of Taylor Road South 41°36'25" West, 128.04 feet to a point on the North right of way of Vaughn Road, thence run along said North right of way of Vaughn Road South 86°44'04" West, 130.00 feet; thence leaving said North right of way run North 03°15'56" West, 220.00 feet; thence run North 86°44'04" East, 221.38 feet to a point on the West right of way of Taylor Road; thence run along said West right of way South 02°47'55" East, 129.26 feet to the point of beginning.

Above described property lying in the North ½ of Section 29, Township 16 North, Range 19 East, Montgomery County, Alabama.

PARCEL 8: 1425 Ann Street, Montgomery, Montgomery County, Alabama (Store No. 111)

Beginning at a point on the North line of Lot 41, according to the Plat of Primrose Heights as recorded in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 4, at page 58, sixty feet east of the Northwest corner thereof, the said point being on the Easterly right of way of Ann Street as widened, and at the end of the denied access on the right of way of Interstate Highway I-85; thence from the point of beginning North 87°36' East along the North line of Lot 41, Primrose Heights, a distance of 200 feet; thence South 05°59' West a distance of 200 feet; thence South 87°36' West a distance of 200 feet to a point on the Easterly right of way of Ann Street as widened; thence North 05°59' East along the East right of way of Ann Street as widened 200 feet to the point of beginning; the said land being in Lot 41, according to the said plat of Primrose Heights, also in the Southwest Quarter of Section 16, Township 16 North, Range 18 East, Montgomery City and County, Alabama.

PARCEL 9: 5771 Atlanta Highway, Montgomery, Montgomery County, Alabama (Store No. 112)

Begin at the Northeast corner of Lot 1, according to the Map of Eastdale Commercial Plat No. 15, as said Plat is recorded in the Probate Office of Montgomery County, Alabama, in Plat Book 33, page 95; thence from said point of beginning, run North 85°01'00" East along the extension of the North line of said Plat, 164.95 feet to a point on the West right of way of Burbank Drive; thence South 04°59'40" East along said right of way 125.10 feet to the Northeast corner of the lot known as Gulf Oil Plat No. 4; thence leaving said right of way run South 85°04'30" West along the North line of said Gulf Oil Plat No. 4, a distance of 165.02 feet to a point on the east line of the aforementioned Lot 1, Eastdale Commercial Plat No. 15; thence North 04°57'50" West along said East Line 124.93 feet to the point of beginning. Said parcel lying in a portion of the Northwest 1/4 of Section 7, Township 16 North, Range 19 East, Montgomery County, Alabama.

This is intended to be the same property as described in Cycle Stuff Plat No. 1, as prepared by Lanier and Oliver, dated December 31, 1986, filed for record in the Probate Office of Montgomery County, Alabama, in Plat Book 35, at page 25.

This is also intended to be the same property as described in survey prepared by Joseph A. Miller, III, dated March 17, 1998, said legal description is as follows:

Begin at the Northeast corner of Lot 1 of Eastdale Commercial Plat No. 15, as recorded in Plat Book 33, page 95 in the Probate Office of Montgomery County, Alabama; thence North 85°01'00" East along the extension of the North line of said Lot 1 for 164.95 feet to the west right of way line of Burbank Drive; thence South 04°59'40" East along said right of way for 125.00 feet (measured) 125.10 feet (record) to the Northeast corner of Lot 27 of Gulf Oil Plat No. 4, as recorded in Plat Book 31, page 89 in the Probate Office of Montgomery County, Alabama; thence South 85°01'00" West (measured) South 85°04'30" West (record) along the North line of said Lot 27 for 164.97 feet (measured) 165.02 feet (record) to a point on the East line of said Lot 1, of said Eastdale Commercial Plat No. 15; thence North 04°59'00" West along said East line for 125.00 feet (measured) 124.93 feet (record) to the point of beginning.

PARCEL 10: 961 South Boulevard, Montgomery, Montgomery County, Alabama (Store No. 113)

Lot 2, according to the Map of Eisenhower Industrial Subdivision Plat No. 1 as recorded in the Office of the Judge of Probate Montgomery County, Alabama, in Plat Book 20, at page 172 more particularly described as follows:

Commence at a point at the intersection of the South right of way of South Boulevard and the East right of way of Eisenhower Drive, said point being the point of beginning; thence from said point of beginning and along the South right of way of South Boulevard, run South 78°00'00" East, 152.27 feet to the point of curvature; thence along said curve (concave northerly), the chord being South 78°33'01" East, 27.42 feet; thence leaving the right of way of the South Boulevard, run South 01°37'42" West, 180.19 feet; thence run North 78°10'39" West, 171.90 feet to a point on a curve in the East right of way of Eisenhower Drive; thence along the curve (concave northeasterly) in the East right of way of Eisenhower Drive the chord being North 08°48'39" West, 43.37 feet to the point of tangency; thence run North 01°43'44" East, 139.21 feet to the point of beginning.

The above described property lying in the Northeast quarter of Section 35, Township 16 North, Range 17 East, Montgomery County, Alabama.

PARCEL 11: 2810 Government Boulevard, Mobile, Mobile County, Alabama (Store No. 115)

Commencing at a point where the West right of way line of Government Boulevard (U.S. Highway 90), if extended Northward, would intersect the South right of way line of Pleasant Valley Road, if extended Eastward in the City and County of Mobile, Alabama, said point being on the arc of a curve that is concave Westwardly and has a central angle of 6°21'32" and a radius of 2739.79 feet, run Southwestwardly along said West right of way line of Government Boulevard (U.S. Highway 90), if extended Northward, and along the arc of said curve, a distance of 47.09 feet to the point of beginning of the property herein described; thence continuing Southwestwardly along the West right of way line of Government Boulevard (U.S. Highway 90) and along the arc of said curve run 256.98 feet to a point, thence run South 89°19'30" West 120.00 feet to a point; thence run North 00°01'33" East 251.63 feet to a point on the South right of way line of Pleasant Valley Road; thence run South 89°45'00" East along said South right of way line of Pleasant Valley Road 120.00 feet to a point; thence continuing along said South right of way line of Pleasant Valley run South 00°50'00" East 5.55 feet to a point; thence continuing along said South right of way line of Pleasant Valley Road run North 89°55'00" East 133.49 feet to the P.C. of a curve to the right having a central angle of 124°20'49" and a radius of 25.00 feet; thence run Southeastwardly along the arc of said curve 54.26 feet to the Point of Beginning. Being also known as Lot 2, Harborvale Subdivision according to the plat thereof recorded in Map Book 42, Page 17 of the records in the Office of the Judge of Probate, Mobile County, Alabama.

PARCEL 12: 7790 Moffat Road, Mobile, Mobile County, Alabama (Store No. 116)

PARCEL 1:

Beginning at the intersection of the North right of way line of Moffat Road as established by condemnation by the State of Alabama, with the East right of way line of Schillinger Road in the County of Mobile, Alabama, run North 00°18'55" West along said East right of way line of Schillinger Road, a distance of 178.81 feet to a point; thence continuing along said East right of way line of Schillinger Road, run North 88°30' East 10.00 feet to a point; thence continuing along said East right of way line of Schillinger Road run North 00°14'55" West 17.37 feet to a point; thence run North 89°45'05" East 140.00 feet to a point; thence run South 06°22'35" West 327.26 feet to a point on the North right of way line of Moffat Road, as established by condemnation by the State of Alabama; thence along said North right of way line of Moffat Road run North 41°17'55" West 170.61 feet to the point of beginning.

PARCEL 2:

Commencing at the intersection of the North right of way line of Moffat Road as established by condemnation by the State of Alabama, with the East right of way line of Schillinger Road in the County of

Mobile, Alabama, run North 00°18'55" West along said East right of way line of Schillinger Road, a distance of 178.81 feet to a point; thence continuing along said East right of way line of Schillinger Road, run North 88°30' East 10.00 feet to a point; thence continuing along said East right of way line of Schillinger Road run North 00°14'55" West 17.37 feet to a point; thence run North 89°45'05" East 140.00 feet to the point of beginning of the property herein described; thence continue North 89°45'05" East 77.14 feet to a point; thence run South 00°05'05" West 453.96 feet to a point on the North right of way line of Moffat Road, as established by condemnation by the State of Alabama; thence along said North right of way line of Moffat Road run North 41°17'55" West 170.84 feet to a point; thence run North 06°22'35" East 327.26 feet to the point of beginning.

PARCEL 13: 5377 Highway 90, Mobile, Mobile County, Alabama (Store No. 117)

Commencing at the Southwest corner of the Northeast Quarter of the Southwest Quarter of Section 22, Township 5 South, Range 2 West, Mobile County, Alabama, run North 23.4 feet to a point; thence run North 89°07' East 291.7 feet to a point on the East right of way line of U.S. Highway 90; thence along said East line of U.S. Highway 90 run South 05 degrees 36 minutes West 105.75 feet to the point of beginning of the property herein described; thence continuing South 05°36' West along said East line of U.S. Highway 90 run 150.0 feet to a point; thence run North 86°00' East 246.35 feet to a point on the West right of way line of Halls Mill Road; thence along the said West line of Halls Mills Road run North 35°07' East 152.5 feet to a point; thence run North 88°40'41" West 318.92 feet to the Point of Beginning.

TOGETHER with a 30 foot non-exclusive easement for ingress and egress described as follows:

Commencing at the Southwest corner of the Northeast Quarter of the Southwest Quarter of Section 22, Township 5 South, Range 2 West, Mobile County, Alabama, run North 23.4 feet to a point; thence run North 89°07' East 291.7 feet to a point on the East right of way line of U.S. Highway 90; thence along said East line of U.S. Highway 90 run South 05°36' West 105.75 feet to a point; thence run South 88°40'41" East 211.9 feet to the point of beginning of the property herein described; thence continuing South 88°40'41" East run 30.1 feet to a point; thence run North 00°23'09" West 112.34 feet to a point; thence run South 89°37'51" West 30.0 feet to a point; thence run South 00°23'09" East 111.45 feet to the Point of Beginning.

PARCEL 14: 4659 Airport Boulevard, Mobile, Mobile County, Alabama (Store No. 118)

Commencing at the Northwest corner of Section 27, Township 4 South, Range 2 West, Mobile County, Alabama, run North 89°55'49" East along the North line of said Section 27, Township 4 South, Range 2 West, 827.17 feet to a point; thence run South 00° 04' 11" East, 53 feet to a point on the South right-of-way line of Airport Boulevard, said point being the point of beginning of the property herein described; thence run North 89°55'49" East along said South line of Airport Boulevard 150 feet to the intersection with the West right-of-way line of University Boulevard; thence run South 47°53'11" East along said West line of University Boulevard 119.14 feet to a point; thence continuing along said West right-of-way line of University Boulevard run South 17°05'49" West 65 feet to the P.C. of a 2914.79 foot radius curve to the left concave Southeastwardly; thence continuing along said West line of University Boulevard run Southwestwardly along the arc of said curve 85 feet to a point; thence run North 75°59'18" West 200.5 feet to a point; thence run North 00°18'50" West 174.92 feet to the point of beginning.

PARCEL 15: 5601Moffat Road, Mobile, Mobile County, Alabama (Store No. 119)

Commencing at a point where the old South right of way line of Moffat Road (80 foot right-of-way) intersects the North right-of-way intersects the North right-of-way line of Howell's Ferry Road (60 foot right-of-way) in the City and County of Mobile, Alabama, run South 89°56'19" West along said North right of way line of Howell's Ferry Road a distance of 63.11 feet to the point of beginning of the property herein described; thence continuing South 89°56'19" West along said North right of way line of Howell's Ferry Road, run 278.01 feet to a point; thence run North 24°36' 43" East 271.32 feet to a point on the South right-of-way line of Moffat Road; said being 50 feet South of the centerline of Moffat Road; thence along said South right-of-way line of Moffat Road run South 41°05'57" East 277.32 feet to a point; thence continue along said South line of Moffat Road run South 24°48'19" West 41.2 feet to the point of beginning. BEING ALSO KNOWN AS:

Lot 1, 98-Howells Ferry Subdivision, according to the plat thereof recorded in Map Book 36, Page 66 of the records in the Office of the Judge of Probate of Mobile County, Alabama.

PARCEL 16: 1201 Industrial Parkway, Saraland, Mobile County, Alabama (Store No. 120)

Part of the Northwest Quarter of Section 8, Township 3 South, Range 1 West, Mobile County, Alabama, being more particularly described as follows: From the Southeast corner of said Northwest Quarter, run South 89°41'00" West along the South line of said Northwest Quarter for a distance of 1,441.05 feet to a point on the East right-of-way line of I-65 Highway; thence turn an angle to the right and run North 06° 49' 00" East along said East right-of-way line for a distance of 361.58 feet to an existing concrete monument; thence turn an angle to the right and run North 47°43'00" East for a distance of 302.10 feet to an existing concrete monument; thence turn an angle to the right and run North 89°11'30" East along the South right-of-way line of Industrial Parkway for a distance of 296.41 feet to the point of beginning; thence turn an angle to the right and run South 00°48'30" East for a distance of 155.00 feet; thence turn an angle to the left and run North 89°11'30" East for a distance of 250.00 feet; thence turn an angle to the left and run North 00°48'30" West for a distance of 179.15 feet to a point on the curved South right-of-way line of Industrial Parkway, said curve being concave in a Southerly direction and having a radius of 5,604.54 feet; thence turn an angle to the left and run along the arc of said curve for a distance of 57.82 feet (chord line measures North 89°59'59" West for 57.82 feet) to an existing concrete monument; thence turn an angle to the left and run South 58°33'30" West for a distance of 49.00 feet to an existing concrete monument marking the end of the denied access to the existing roads; thence turn an angle to the right and run South 89°11'30" West for a distance of 150.02 feet, more or less to the point of beginning. Subject to a twelve (12) foot non-exclusive reciprocal easement for ingress and egress South of, parallel with and immediately adjacent to the North boundary of the above described property, which easement is to provide full and free access to the grantor's property lying both East and West of the foregoing described property.

TOGETHER with a twelve (12) foot non-exclusive reciprocal easement for ingress and egress South of, parallel with and immediately adjacent to the right of way lines of Interstate Highway No. 65 and Industrial Parkway; described as follows:

Part of the Northwest Quarter of Section 8, Township 3 South, Range 1 West, Mobile County, Alabama, being more particularly described as follows: From the Southeast corner of said Northwest Quarter, run South 89°41' 00" West along the South line of said Northwest Quarter for a distance of 1,441.05 feet to a point on the East right of way line of I-65 Highway; thence turn an angle to the right and run North 06° 49' 00" East along said East right of way line for a distance of 361.58 feet to an existing concrete monument being the point of beginning of said twelve (12) foot non-exclusive reciprocal easement; thence turn an angle to the right and run North 47° 43'00" East for a distance of 302.10 feet to an existing concrete monument; thence turn an angle to the right and run North 89° 11' 30" East along the South right of way line of Industrial Parkway for a distance of 296.41 feet; thence turn an angle to the right and run South 00° 46' 30" East for a distance of 12.0 feet; thence turn an angle to the right and run South 89° 11' 30" West for a distance of 291.87 feet; thence turn an angle to the left and run South 47° 43' West for a distance of 297.56 feet; thence turn an angle to the right and run North 42° 17' West for a distance of 12.0 feet to the Point of Beginning.

TOGETHER with an exclusive easement over, upon and across the following described property which shall run with the ownership of the property described first above for the purpose of erecting and maintaining signs, lighting and a tire mart in conjunction with the property described first above, more particularly described as follows:

Part of the Northwest Quarter of Section 8, Township 3 South, Range 1 West, Mobile County, Alabama, being more particularly described as follows: From the Southeast corner of said Northwest Quarter, run South 89°41' 00" West along the South line of said Northwest Quarter for a distance of 1,441.05 feet to a point on the East right of way line of I-65 Highway; thence turn an angle to the right and run North 06° 49' 00" East along said East right of way line for a distance of 361.58 feet to an existing concrete monument being the point of beginning; thence turn an angle to the right of 90 degrees and in an Easterly direction for a distance of 12.0 feet; thence turn an angle to the right of 90 degrees and run in a Southerly direction for

a distance of 20.0 feet; thence turn an angle to the right of 90 degrees and run in a Westerly direction for a distance of 12.0 feet; thence turn an angle to the right of 90 degrees and run in a Northerly direction for distance of 20.0 feet to the Point of Beginning.

PARCEL 17: 7785 Cottage Hill Road, Mobile, Mobile County, Alabama (Store No. 122)

From the Southeast corner of Lot 23, Wellsville Farms, a subdivision in the West Half of Section 6, Township 5 South, Range 2 West, according to plat recorded in Deed Book 145, N.S., Page 488, Probate Court Records, Mobile County, Alabama, run thence North 01°45'00" East and along the East line of Lot 23, a distance of 660.81 feet to a point; thence North 54°17'45" West and along the South right of way line of Cottage Hill Road 452.46 feet to the Point of Beginning of the property herein described; thence run South 00°06'00" West 171.79 feet to a point; thence run North 89°54'00" West 239.40 feet to a point on the East right of way line of Schillinger Road; thence run North 00°06'00" East and along the East right of way line of Schillinger Road 293.15 feet to a point; thence run North 62° 53' 11" East 45.76 feet to a point on the aforementioned South right-of-way line of Cottage Hill Road; thence South 54°17'45" East along the South right of way line of Cottage Hill Road, run 244.39 feet to the Point of Beginning.

PARCEL 18: 1200 Columbus Parkway, Opelika, Lee County, Alabama (Store No.22)

Parcel B, Posey Subdivision, First Revision, according to and as shown by map or plat of said subdivision of record in Town Plat Book 12, at Page 23, in the Office of the Judge of Probate of Lee County, Alabama.

PARCEL 19: 3251 Dauphin Street, Mobile, Mobile County, Alabama (Store No. 121)

PARCEL A:

The Property consists of that certain leasehold estate, together with and including all right, title and interest of Borrower therein, which embraces and covers the real property hereinafter described, situate, lying and being in the City of Mobile, County of Mobile, State of Alabama, and is more particularly described as follows:

The leasehold estate created by that certain Ground Lease (the "Ground Lease") dated as of March 30, 1966, executed by and between Emil T. Graf, et al., as Lessor, and Gulf Oil Corporation, as Lessee, a Memorandum of Lease for which was recorded on June 22, 1970, in Real Property Book 690, Page 215, and as amended June 23, 1966; which was assigned by Assignment and Assumption of Lease to BP Oil, Inc., dated January 23, 1983 and recorded in Real Property Book 2719, page 539, in the Probate Office of Montgomery County, Alabama, covering the following described property:

Commencing at a point on the South right of way line of Dauphin Street (122' R/W) where it is intersected by the West line of Section 19, Township 4 South, Range 1 West, Mobile County, Alabama; thence North 77°32'30" East along the South right of way line of Dauphin Street 28.45 feet to a point; thence run South 00°29' West 41.04 feet to a point on the South right of way line of a 40-foot service road along Dauphin Street for the point of beginning of the property herein described; thence continue South 00°29'00" West; said line being along the average East bank of "Range Line Ditch", a distance of 150 feet to a point; thence run North 77°32'30" East 175 feet to a point; thence run North 00°29'00" East 150 feet to a point on the South right of way line of said service road; thence along the right of way line of said service road run South 77°32'30" West 175 feet to the point of beginning.

Together with all right, title and interest of Borrower in and to any option to purchase, options or rights of first refusal and renewal options or rights with respect to the Ground Lease or the Property or any portion thereof or any interest therein and in and to any greater estate in the Property, including the fee simple estate, as may be subsequently acquired by or released to Borrower.

Together with all interest, estate or other claim, both in law or equity, which Borrower now has or may hereafter acquire in the Property.

PARCEL B

The Property consists of that certain leasehold estate, together with and including all right, title and interest of Borrower therein, which embraces and covers the real property hereinafter described, situate, lying and being in the City of Mobile, County of Mobile, State of Alabama, and is more particularly described as follows:

The leasehold estate created by that certain Ground Lease (the "Ground Lease") dated as of March 4, 1988, executed by and between George K. Graf, Marie L. Graf, and the estate of Emil T. Graf, as Lessor, and BP Oil Company, a Division of Sohio Oil, an Ohio corporation, as Lessee, a Memorandum of Lease for which was recorded on _____, in Real Property Book ____, Page ____, in the Probate Office of ~~Montgomery~~ ^{Mobile} County, Alabama, covering the following described property:

Beginning at the Northwest corner of Lot 8, Third Resubdivision of and Addition to Midtown Park, according to Plat recorded in Map Book 18, Page 86 of the Records in the Office of the Judge of Probate Court of Mobile County, Alabama, run North 89°49' East along the North boundary of said Lot 18, a distance of 192.95 feet to a point; thence run North 00°29' East 109.70 feet to the property now or formerly occupied by Gulf Oil Company; thence along the South boundary of said Gulf Lot and an extension thereof run South 77°32'30" West 199.17 feet to a point; thence run South 00°30'30" East 67.37 feet to the point of beginning. Containing 17,144 square feet or 0.3936 acres.

Together with all right, title and interest of Borrower in and to any option to purchase, options or rights of first refusal and renewal options or rights with respect to the Ground Lease or the Property or any portion thereof or any interest therein and in and to any greater estate in the Property, including the fee simple estate, as may be subsequently acquired by or released to Borrower.

Together with all interest, estate or other claim, both in law or equity, which Borrower now has or may hereafter acquire in the Property.

PARCEL 20: 1955 Forestdale Boulevard, Forestdale Jefferson County, Alabama (Store No. 105)

The Property consists of that certain leasehold estate, together with and including all right, title and interest of Borrower therein, which embraces and covers the real property hereinafter described, situate, lying and being in the City of Forestdale, County of Jefferson, State of Alabama, and is more particularly described as follows:

The leasehold estate created by that certain Ground Lease (the "Ground Lease") dated as of July 10, 1988, executed by and between Mary H. Crisler, as Lessor, and Sohio Oil Company, as Lessee, a Memorandum of Lease for which was recorded on December 14, 1988, in Reel Volume 35117, Page 693, in the Probate Office of Jefferson County, Alabama, covering the following described property:

A parcel of land situated in the Southwest 1/4 corner of the Northeast 1/4 of Section 12, Township 17 South, Range 4 West, Huntsville Meridian, Jefferson County, Alabama, and being more particularly described as follows:

Commence at the Southeast corner of said Southwest 1/4 of the Northeast 1/4; thence in a Westerly direction along and with the South line of said 1/4 - 1/4 section 391.42 feet to the Northeasterly right of way margin of U.S. Highway 78, Bankhead Highway; thence with a deflection of 17°21' right along and with said Northeasterly right of way margin, 59.43 feet to an iron pin and the Westerly right of way margin of Hedgewood Drive, and the point of beginning; thence with a deflection of 72°39' right along and with said Westerly right of way margin 150.00 feet to an iron pin; thence with a deflection of 72°39' left leaving said Westerly right of way margin 250.00 feet to an iron pin; thence with a deflection of 107°21' left, 150.00 feet to an iron pin on the Northeasterly right of way margin of U.S. Highway 78 Bankhead Highway; thence with a deflection of 72°39' left along and with said Northeasterly

right of way margin 250.00 feet to the point of beginning, forming a closing interior angle of 72°39'.

Together with all right, title and interest of Borrower in and to any option to purchase, options or rights of first refusal and renewal options or rights with respect to the Ground Lease or the Property or any portion thereof or any interest therein and in and to any greater estate in the Property, including the fee simple estate, as may be subsequently acquired by or released to Borrower.

Together with all interest, estate or other claim, both in law or equity, which Borrower now has or may hereafter acquire in the Property.

PARCEL 21: 430 Fieldstown Road, Gardendale, Jefferson County, Alabama (Store 106)

The Property consists of that certain leasehold estate, together with and including all right, title and interest of Borrower therein, which embraces and covers the real property hereinafter described, situate, lying and being in the City of Gardendale, County of Jefferson, State of Alabama, and is more particularly described as follows:

The leasehold estate created by that certain Ground Lease (the "Ground Lease") dated as of October 2, 1990, executed by and between Harvey M. Fields and Jan M. Fields, as Lessor, and BP Oil Company, as Lessee, for a term of fifteen (15) years beginning on September 9, 1990, and ending on September 18, 2005, a Memorandum of Lease for which was recorded on November 6, 1990, in Reel Volume 3923, Page 49, in the Probate Office of Jefferson County, Alabama, covering the following described property:

A parcel of land in the Southwest 1/4 of the Southeast 1/4 of Section 11, Township 16 South, Range 3 West, Jefferson County, Alabama, more particularly described as follows:

From the Southeast corner of said 1/4 - 1/4 section run North along the East line thereof for a distance of 40.30 feet to the point of beginning of the parcel herein described; thence continue on the same course for a distance of 157.29 feet to an existing iron pin; thence turn an angle to the left of 87°37'01" and run in a Westerly direction for a distance of 327.58 feet to the Easterly right of way line of Mt. Olive Road; thence turn an angle to the left of 98°01'26" to tangent of a curve to the right, said curve having a central angle of 4°08'24" and a radius of 684.01 feet and run in a Southerly direction along said right of way line for a distance of 49.42 feet to an existing concrete right of way marker at the end of said curve; thence turn an angle to the left of 35°37'50" from tangent and run in a Southeasterly direction for a distance of 138.97 feet to an existing concrete right of way marker on the Northerly right of way line of Fieldstown Road; thence turn an angle to the left of 44°33'16" and run in an Easterly direction along said right of way line for a distance of 57.30 feet; thence turn an angle to the right of 1°18'20" and continue in an Easterly direction along said right of way line for a distance of 115.32 feet to an existing concrete right of way marker; thence turn an angle to the left of 23°05'51" and run in a Northeasterly direction for a distance of 71.91 feet to the point of beginning of the parcel herein described; being situated in Jefferson County, Alabama.

Together with all right, title and interest of Borrower in and to any option to purchase, options or rights of first refusal and renewal options or rights with respect to the Ground Lease or the Property or any portion thereof or any interest therein and in and to any greater estate in the Property, including the fee simple estate, as may be subsequently acquired by or released to Borrower.

Together with all interest, estate or other claim, both in law or equity, which Borrower now has or may hereafter acquire in the Property.

PARCEL 22: 2909 East South Boulevard, Montgomery, Montgomery County, Alabama (Store No. 114)

The Property consists of that certain leasehold estate, together with and including all right, title and interest of Borrower therein, which embraces and covers the real property hereinafter described, situate, lying and being in the City of Montgomery, County of Montgomery, State of Alabama, and is more particularly described as follows:

The leasehold estate created by that certain Ground Lease (the "Ground Lease") dated as of April 2, 1970, executed by and between Daniel Construction Company, as Lessor, and Gulf Oil Corporation, a Memorandum of Lease for which was recorded on June 22, 1970, in Real Property Book 92, page 627, and being subsequent assigned by Assignment and Assumption of Lease to BP Oil, Inc., by Real Property Book 707, page 798, in the Probate Office of Montgomery County, Alabama, covering the following described property:

Beginning at a point on the Northerly right of way of South Boulevard North 86°05' East a distance of 193.95 feet from the intersection of the Northerly right of way of South Boulevard and the West line of the Northeast 1/4 of Section 34, Township 16 North, Range 18 East, Montgomery City and County, Alabama; thence from the point of beginning North 26°33' East a distance of 207.25 feet; thence South 63°27' East a distance of 182.35 feet; thence South 26°33' West a distance of 100.0 feet to the Northerly right of way of South Boulevard; thence South 86°05' West along said right of way a distance of 211.60 feet to the point of beginning, the said land being the Northeast 1/4 of Section 34, Township 16 North, Range 18 East, Montgomery City and County, Alabama.

Said parcel hereinabove being a portion of Lot C, according to the Montgomery Mall Plat No. 2, as recorded in Map Book 36, page 221, in the Probate Office of Montgomery County, Alabama.

TOGETHER WITH easements granted under the Construction, Operating and Reciprocal Easement Agreement for Montgomery Mall by and between Parisians, Inc. and Central Alabama Mall Associates, Ltd., dated October 15, 1988, in Real Property Book 982, page 440, in the Probate Office of Montgomery County, Alabama.

Together with all right, title and interest of Borrower in and to any option to purchase, options or rights of first refusal and renewal options or rights with respect to the Ground Lease or the Property or any portion thereof or any interest therein and in and to any greater estate in the Property, including the fee simple estate, as may be subsequently acquired by or released to Borrower.

Together with all interest, estate or other claim, both in law or equity, which Borrower now has or may hereafter acquire in the Property.

Loan No.: 0006836-001

SCHEDULE 1

(Alabama)

Beginning Dates and Termination Dates of Leases by and between Spectrum Realty, Inc. and Spectrum Stores, Inc.:

PARCEL 1: 2157 Valley Dale Road, Hoover, Shelby County, Alabama (Store No. 102)

January 1, 2001 - December 31, 2011

PARCEL 2: 615 Cahaba Valley Road, Pelham, Shelby County, Alabama (Store No. 103)

January 1, 2001 - December 31, 2011

PARCEL 3: 1250 Columbiana Road, Birmingham, Jefferson County, Alabama (Store No. 104)

January 1, 2001 - December 31, 2011

PARCEL 4: 4 US Highway 280, Birmingham, Shelby County, Alabama (Store No. 107)

January 1, 2001 - December 31, 2011

PARCEL 5: 3421 Lorna Road, Hoover, Jefferson County, Alabama (Store No. 108)

January 1, 2001 - December 31, 2011

PARCEL 6: 5375 Highway 280 East, Birmingham, Shelby County, Alabama (Store No. 109)

January 1, 2001 - December 31, 2011

PARCEL 7: 7891 Vaughn Road, Montgomery, Montgomery County, Alabama (Store No. 110)

January 1, 2001 - December 31, 2011

PARCEL 8: 1425 Ann Street, Montgomery, Montgomery County, Alabama (Store No. 111)

January 1, 2001 - December 31, 2011

PARCEL 9: 5771 Atlanta Highway, Montgomery, Montgomery County, Alabama (Store No. 112)

January 1, 2001 - December 31, 2011

PARCEL 10: 961 South Boulevard, Montgomery, Montgomery County, Alabama (Store No. 113)

January 1, 2001 - December 31, 2011

PARCEL 11: 2810 Government Boulevard, Mobile, Mobile County, Alabama (Store No. 115)

January 1, 2001 - December 31, 2011

- PARCEL 12:** 7790 Moffat Road, Mobile, Mobile County, Alabama (Store No. 116)
January 1, 2001 - December 31, 2011
- PARCEL 13:** 5377 Highway 90, Mobile, Mobile County, Alabama (Store No. 117)
January 1, 2001 - December 31, 2011
- PARCEL 14:** 4659 Airport Boulevard, Mobile, Mobile County, Alabama (Store No. 118)
January 1, 2001 - December 31, 2011
- PARCEL 15:** 5601Moffat Road, Mobile, Mobile County, Alabama (Store No. 119)
January 1, 2001 - December 31, 2011
- PARCEL 16:** 1201 Industrial Parkway, Saraland, Mobile County, Alabama (Store No. 120)
January 1, 2001 - December 31, 2011
- PARCEL 17:** 7785 Cottage Hill Road, Mobile, Mobile County, Alabama (Store No. 122)
January 1, 2001 - December 31, 2011
- PARCEL 18:** 1200 Columbus Parkway, Opelika, Lee County, Alabama (Store No.22)
January 1, 2001 - December 31, 2011
- PARCEL 19:** 3251 Dauphin Street, Mobile, Mobile County, Alabama (Store No. 121)
- PARCEL 20:** 1955 Forestdale Boulevard, Forestdale Jefferson County, Alabama (Store No. 105)
- PARCEL 21:** 430 Fieldstown Road, Gardendale, Jefferson County, Alabama (Store 106)
- PARCEL 22:** 2909 East South Boulevard, Montgomery, Montgomery County, Alabama (Store No. 114)

Inst # 2001-41724

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09/27/2001-41724
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SHELBY COUNTY JUDGE OF PROBATE
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