

RETURN RECORDED DOCUMENT TO:

200 Wilmot Road, Dept. #2252
Deerfield, Illinois 60015
Attn: _____

This Instrument Prepared by:

200 Wilmot Road
Deerfield, Illinois 60015

RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS (the "Agreement") is made and entered into this 30th day of June, 2003, by and between MARK D. KIDD (the "Parcel A Owner"), and LEE BRANCH, LLC, a(n) Alabama limited liability company (the "Parcel B Owner").

RECITALS

- A. The Parcel A Owner is the owner of that certain real property situated in the County of Shelby, State of Alabama, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Parcel A").
- B. The Parcel B Owner is the owner of that certain real property situated in the County of Shelby, State of Alabama, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Parcel B").
- C. The Parcel B Owner intends to develop Parcel B for use by Walgreen (hereinafter defined).
- D. The Parcel A Owner has previously caused the development of Parcel A.
- E. The parties hereto desire to impose certain easements upon the Parcels, and to establish certain covenants, conditions and restrictions with respect to said Parcels, for the mutual and reciprocal benefit and complement of Parcel A and Parcel B and the present and future owners and occupants thereof, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the Parcel A Owner and the Parcel B Owner hereby covenant and agree that the Parcels and all present and future owners and occupants of the Parcels shall be and hereby are subject to the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Agreement, so that said Parcels shall be maintained, kept, sold and used in full compliance with and subject to this Agreement

and, in connection therewith, the parties hereto on behalf of themselves and their respective successors and assigns covenant and agree as follows:

AGREEMENTS

1. Definitions. For purposes hereof:

(a) The term "Owner" or "Owners" shall mean the Parcel A Owner (as to Parcel A) and the Parcel B Owner (as to Parcel B) and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property covered hereby, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.

(b) The term "Parcel" or "Parcels" shall mean each separately identified parcel of real property now constituting a part of the real property subjected to this Agreement as described on Exhibit "A", that is, Parcel A and Parcel B, and any future subdivisions thereof.

(c) The term "Permittees" shall mean the tenant(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner of such Parcel, and/or (ii) such tenant(s) or occupant(s).

(d) The term "Walgreen" or "Walgreens" shall mean Walgreen Co., an Illinois corporation (or any of its affiliates, subsidiaries, successors or assigns). Walgreen shall be deemed a third party beneficiary to this Agreement.

(e) The term "Walgreen Lease" or "Walgreens Lease" shall mean that Lease of Parcel B from the Parcel B Owner as landlord to Walgreen as tenant, and any amendments, extensions or replacements thereof.

(f) The term "Site Plan" shall mean that site plan of the Parcels attached hereto as Exhibit "B" and by reference made a part hereof. Except as may be otherwise provided in this Agreement, the Site Plan is for identification purposes only.

(g) The term "Driveway" shall mean that driveway containing approximately 6,088 square feet and related driveway improvements, paving, curbing, entrances and exits, in the location on the Parcels as shown on the Site Plan.

2. Easements.

2.1 Grant of Reciprocal Easements. Subject to any express conditions, limitations or reservations contained herein, the Owners hereby grant, establish, covenant and agree that the Parcels, and all Owners and Permittees of the Parcels, shall be benefited and burdened by the following nonexclusive, perpetual and reciprocal easement which is hereby imposed upon the Parcels and all present and future Owners and Permittees of the Parcels, to wit, an easement for reasonable access, ingress and egress over the Driveway, so as to provide for the passage of motor vehicles and pedestrians to and from all abutting streets or rights of way furnishing access to such Parcels;

2.2 Indemnification. Each Owner having rights with respect to an easement granted hereunder shall indemnify and hold the Owner whose Parcel is subject to the easement (including Walgreen, in the case of the Owner of Parcel B) harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such Owner, its contractors, employees, agents, or others acting on behalf of such Owner.

2.3

Reasonable Use of Easements.

(a) The easements herein above granted shall be used and enjoyed by each Owner and its Permittees in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other Owner or its Permittees at any time conducted on its Parcel, including, without limitation, public access to and from said business, and the receipt or delivery of merchandise in connection therewith.

(b) Once commenced, any construction undertaken in reliance upon an easement granted herein shall be diligently prosecuted to completion, so as to minimize any interference with the business of any other Owner and its Permittees. Except in cases of emergency, the right of any Owner to enter upon a Parcel of another Owner for the exercise of any right pursuant to the easements set forth, or to prosecute work on such Owner's own Parcel if the same interferes with easements of ingress, egress or access to or in favor of another Owner's Parcel, shall be undertaken only in such a manner so as to minimize any interference with the business of the other Owner and its Permittees. In such case, no affirmative monetary obligation shall be imposed upon the other Owner (and/or, during the continuance of the Walgreen Lease, Walgreen), and the Owner undertaking such work shall with due diligence repair at its sole cost and expense any and all damage caused by such work and restore the affected portion of the Parcel upon which such work is performed to a

condition which is equal to or better than the condition which existed prior to the commencement of such work. In addition, the Owner undertaking such work shall pay all costs and expenses associated therewith and shall indemnify and hold harmless the other Owner(s) and its Permittees from all damages, losses, liens or claims attributable to the performance of such work. Notwithstanding the foregoing or anything contained in this Agreement to the contrary, the Owner of Parcel A and its Permittees shall in no event commence any work described in this paragraph (except normal minor repairs in the ordinary course which do not interfere with the business of the Owner of Parcel B and its Permittees) which is not of an emergency nature during the months of November or December unless the Owner of Parcel B (and Walgreen, during the continuance of the Walgreen Lease) shall consent thereto.

3. Maintenance.

3.1 General. Until such time as improvements are constructed on a Parcel, the Owner thereof shall maintain the same in a clean and neat condition and shall take such measures as are necessary to control grass, weeds, blowing dust, dirt, litter or debris.

3.2 Buildings and Appurtenances Thereto. Each Owner covenants to keep and maintain, at its sole cost and expense, the building(s) located from time to time on its respective Parcel in good order, condition and repair. Once constructed, in the event of any damage to or destruction of a building on any Parcel, the Owner of such Parcel shall, at its sole cost and expense, either repair or rebuild any improvements on the Parcel or shall remove all damaged and destroyed buildings, including the debris therefrom. Each Parcel shall comply with applicable governmental parking ratio requirements without taking into account the parking provided on the other Owner's Parcel, such that each Parcel shall be self sufficient for vehicular parking.

4. Construction of Improvements; Maintenance of Driveway. Every building now or in the future constructed on the Parcels, shall be constructed, operated and maintained so that the same is in compliance with all applicable governmental requirements. The Driveway shall be constructed and completed by the Owner of Parcel B at the same time as such Owner develops Parcel B for Walgreen under the Walgreen Lease (in accordance with plans approved by Walgreen under the Walgreen Lease). At the time the driveway is constructed, the Owner of Parcel B shall at the same time construct a dumpster pad for the improvements located on Parcel A. In connection with the construction of the Driveway, if any utilities presently serving Parcel A are located within the Driveway and are required to be relocated by the utility provider, then the Parcel B Owner will relocate such utilities onto Parcel A at the expense of the Parcel B

Owner. The edge of the pavement of the Driveway shall be even or flush with the existing pavement on Parcel A. The Driveway shall at all times be maintained in a first class condition by the Parcel B Owner (or by Walgreen's in accordance with the Walgreen Lease) at its expense. The obligation of maintenance shall include maintaining the paved area between the end of the Driveway and the eastbound lane of Highway 280, to the extent of such pavement is not maintained by the Alabama Department of Transportation.

5. Restrictions.

5.1 General. Throughout the term of this Agreement, it is expressly agreed that neither all nor any portion of a Parcel shall be used, directly or indirectly, for purposes of an adult bookstore, adult theatre, adult amusement facility, or any facility selling or displaying pornographic materials or having such displays.

5.2 Parcel A Restrictions. Throughout the term of this Agreement, it is expressly agreed that neither all nor any portion of Parcel A shall be used, directly or indirectly, for any one or more of the following purposes: (i) the operation of a drug store or a so-called prescription pharmacy or for any other purpose requiring a qualified pharmacist or other person authorized by law to dispense medicinal drugs for human use, directly or indirectly, for a fee or remuneration of any kind; and, (ii) the sale of so-called health and beauty aids or drug sundries for human use. Nothing contained herein shall be deemed to restrict or affect the use of Parcel A as a veterinary clinic.

5.3 Drive-Throughs. No facility on Parcel A for vehicular drive-up or drive-through in which the stopping or standing of motor vehicles in line at a location for drop-off and/or pickup is intended (as, for example, at a restaurant, car wash or bank) shall be assigned, constructed, used or operated in any manner such that motor vehicles in line at such facility stop or stand onto Parcel B and/or the Driveway, or otherwise interfere with the normal pattern and flow of pedestrian or vehicular traffic on and across Parcel B and/or the Driveway. Nothing contained herein shall be deemed to affect the drive-through serving the building for Walgreen to be initially constructed on Parcel B by the Owner thereof, which is hereby expressly approved or the existing drive-through servicing the building on Parcel A.

6. Insurance. Throughout the term of this Agreement, each Owner shall procure and maintain general and/or comprehensive public liability and property damage insurance against claims for personal injury (including contractual liability arising under the indemnity contained in paragraph 2.2 above), death, or property damage occurring upon such Owner's Parcel, with single limit coverage of not less than an aggregate of One Million Dollars (\$1,000,000.00) including umbrella

coverage, if any, and naming each other Owner and Walgreen during the continuance of the Walgreen Lease (provided the Owner obtaining such insurance has been supplied with the name of such other Owner in the event of a change thereof) as additional insureds. Walgreen (whether as tenant under the Walgreen Lease or in the event Walgreen becomes an Owner of a Parcel) may elect to self-insure and/or carry insurance required hereunder under master or blanket policies of insurance.

7. Taxes and Assessments. Each Owner shall pay all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its Parcel.

8. No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of Parcel A or Parcel B. No easements, except (i) those expressly set forth in paragraph 2, and/or (ii) a two (2) year temporary construction easement over a portion of Parcel A being ten (10) feet adjacent to the Driveway so as to enable the construction of the Driveway by the Owner of Parcel B, shall be implied by this Agreement; in that regard, and without limiting the foregoing, no easements for parking, signage, utilities or drainage are granted or implied.

9. Remedies and Enforcement.

9.1 All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, the other Owner(s) and Walgreen shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance. Walgreen shall have the right, but not the obligation, to enforce this Agreement on behalf of the Owner of Parcel B, and/or to cure a breach or default hereunder by the Owner of Parcel B, which enforcement or cure shall be accepted by the other Owner(s) as if effected by the Owner of Parcel B.

9.2 Self-Help. In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Agreement within thirty (30) days following written notice thereof by an Owner or Walgreen (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), Walgreen or any Owner shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting Owner and be reimbursed by

such defaulting Owner upon demand for the reasonable costs thereof together with interest at the prime rate charged from time to time by First Chicago NBD (its successors or assigns), plus two percent (2%) (not to exceed the maximum rate of interest allowed by law). Notwithstanding the foregoing, in the event of (i) an emergency, (ii) blockage or material impairment of the easement rights, and/or (iii) the unauthorized parking of vehicles on Parcel B, an Owner or Walgreen may immediately cure the same and be reimbursed by the other Owner upon demand for the reasonable cost thereof together with interest at the prime rate, plus two percent (2%), as above described.

9.3 Lien Rights. Any claim for reimbursement, including interest as aforesaid, and all costs and expenses including reasonable attorneys' fees awarded to any Owner (or to Walgreen in connection with the exercise of its rights set forth in paragraphs 9.1 and/or 9.2 above) in enforcing any payment in any suit or proceeding under this Agreement shall be assessed against the defaulting Owner in favor of the prevailing party and shall constitute a lien (the "Assessment Lien") against the Parcel of the defaulting Owner until paid, effective upon the recording of a notice of lien with respect thereto in the Office of the County Recorder of Shelby County, Alabama; provided, however, that any such Assessment Lien shall be subject and subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior, (ii) all liens recorded in the Office of the County Recorder of Shelby County, Alabama prior to the date of recordation of said notice of lien, and (iii) all leases entered into, whether or not recorded, prior to the date of recordation of said notice of lien. All liens recorded subsequent to the recordation of the notice of lien described herein shall be junior and subordinate to the Assessment Lien. Upon the timely curing by the defaulting Owner of any default for which a notice of lien was recorded, the party recording same shall record an appropriate release of such notice of lien and Assessment Lien.

9.4 Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

9.5 No Termination For Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Parcel made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Parcel covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

9.6 Irreparable Harm. In the event of a violation or threat thereof of any of the provisions of paragraphs 2 and/or 5 of this Agreement, each Owner agrees that such violation or threat thereof shall cause the nondefaulting Owner and/or its Permittees to suffer irreparable harm and such nondefaulting Owner and its Permittees shall have no adequate remedy at

law. As a result, in the event of a violation or threat thereof of any of the provisions of paragraphs 2 and/or 5 of this Agreement, the nondefaulting Owner and Walgreen, in addition to all remedies available at law or otherwise under this Agreement, shall be entitled to injunctive or other equitable relief to enjoin a violation or threat thereof of paragraphs 2 and/or 5 of this Agreement.

10. Term. The easements, covenants, conditions and restrictions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement in the office of the Shelby County Recorder and shall remain in full force and effect for a period of seventy-five (75) years thereafter (such seventy-five [75] year period may be referred to as the "Initial Term"), subject to automatic extensions as hereinafter provided, unless this Agreement is modified, amended, canceled or terminated by the written consent of all then record Owners of Parcel A and Parcel B (and Walgreen during the continuance of the Walgreen Lease) in accordance with paragraph 11.2 hereof. The term of this Agreement shall be automatically extended for an additional seventy-five (75) years from and after the expiration of the initial term unless the record Owner of Parcel A or the record Owner of Parcel B files a Notice of Termination of this Agreement in the Office of the Shelby County Recorder, Alabama, no earlier than the date that is six (6) months prior to the expiration of the Initial Term and no later than the scheduled expiration date of the Initial Term, electing to terminate this Agreement and all of its terms and provisions (it being expressly agreed that a Notice of Termination filed before or after the aforementioned applicable dates shall not be effective for any purpose, and shall not result in a termination of this Agreement, unless executed by all applicable parties as provided in paragraph 11.2 hereinafter). Upon the filing of a Notice of Termination by the then record Owner of Parcel A or the then record Owner of Parcel B within the applicable time frames hereinabove established in this section 10, all the easements, covenants, conditions and restrictions contained in this Agreement shall terminate as of the expiration of the Initial Term.

11. Miscellaneous.

11.1 Attorneys' Fees. In the event a party (including Walgreen) institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

11.2 Amendment.

- (a) The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the

written consent of all record Owners of Parcel A and Parcel B, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the official records of the County Recorder of Shelby County, Alabama.

(b) Notwithstanding subparagraph 11.2(a) above to the contrary, no termination of this Agreement, and no modification or amendment of this Agreement shall be made nor shall the same be effective unless the same has been expressly consented to in writing by Walgreen (during the continuance of the Walgreen Lease).

11.3 Consents. Wherever in this Agreement the consent or approval of an Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of an Owner or Walgreen under this Agreement, to be effective, must be given, denied or conditioned expressly and in writing. During the continuance of the Walgreen Lease, any consent by the Owner of Parcel B, to be effective, shall also require the consent of Walgreen. Any consent of Walgreen may be given, denied or conditioned by Walgreen in Walgreen's sole and absolute discretion.

11.4 No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

11.5 No Agency. Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

11.6 Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

11.7 Grantee's Acceptance. The grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Parcel, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for

himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

11.8 Separability. Each provision of this Agreement and the application thereof to Parcel A and Parcel B are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of both Parcels by the same person or entity shall not terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement.

11.9 Time of Essence. Time is of the essence of this Agreement.

11.10 Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

11.11 Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party and Walgreen may change from time to time their respective address for notice hereunder by like notice to the other party and Walgreen. Notice given by any Owner hereunder to be effective shall also simultaneously be delivered to Walgreen (during the continuance of the Walgreen Lease). The notice addresses of the Parcel A Owner, the Parcel B Owner and Walgreen are as follows:

Walgreen: Walgreens
Attention: Law Department
Mail Stop No. 2252
200 Wilmot Road
Deerfield, Illinois 60015

Parcel A Owner: Mark D. Kidd
3313 Eaton Road
3'ham Al 35223

Parcel B Owner: Lee Branch, LLC
 c/o William C. Lloyd
 100 2nd Avenue South – Suite 204N
 St. Petersburg, Florida 33701

11.12 Governing Law. The laws of the State in which the Parcels are located shall govern the interpretation, validity, performance, and enforcement of this Agreement.

11.13 Estoppel Certificates. Each Owner, within twenty (20) day of its receipt of a written request from the other Owner(s) or Walgreen, shall from time to time provide the requesting Owner or Walgreen, a certificate binding upon such Owner stating: (a) to the best of such Owner's knowledge, whether any party to this Agreement is in default or violation of this Agreement and if so identifying such default or violation; and (b) that this Agreement is in full force and effect and identifying any amendments to the Agreement as of the date of such certificate.

11.14 Bankruptcy. In the event of any bankruptcy affecting any Owner or occupant of any Parcel, the parties agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

11.15 Joinder By Mortgagees. The Owners of each Parcel, as to their respective Parcel, agree to cause any lender possessing a mortgage on a Parcel at the time of execution and recording of this Agreement to execute the Joinder attached hereto as Exhibit "C" solely to evidence their consent to the terms and provisions of this Agreement and their agreement that the terms and provisions of this Agreement shall survive and continue upon and after any foreclosure of their mortgage on a Parcel or the acquisition of title to a Parcel by such lender or another third party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

MARK D. KIDD

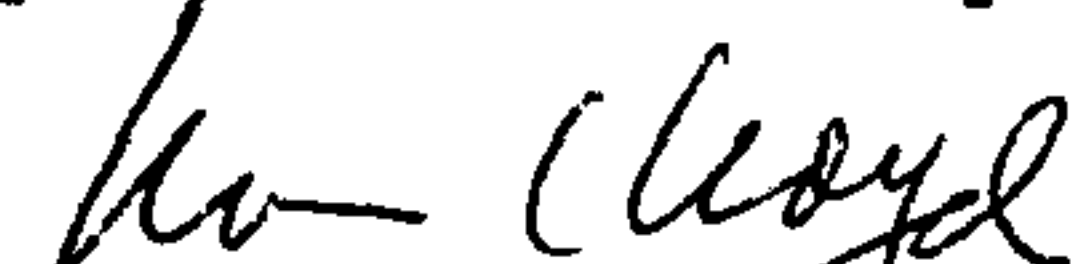
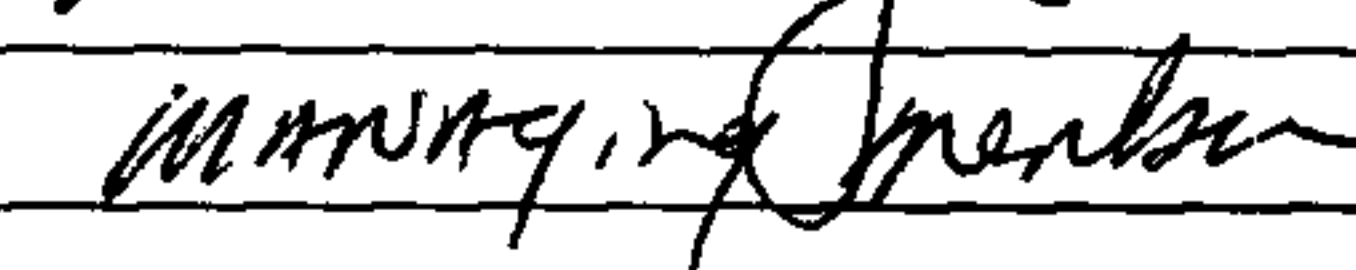
LEE BRANCH, LLC

[Parcel A Owner]

[Parcel B Owner]




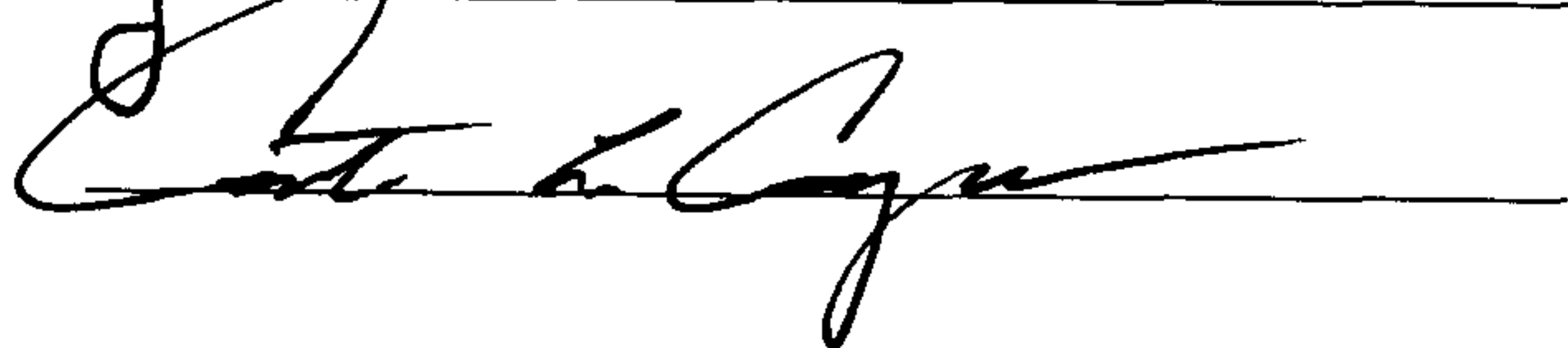
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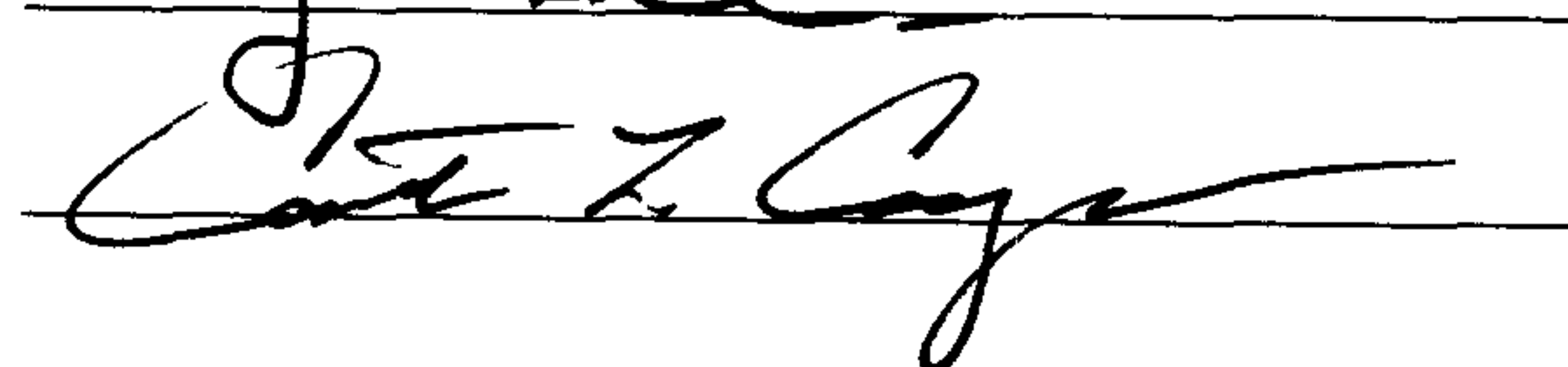
Attest:

Attest:

Witnesses:

Witnesses:

[NOTARY]

EXHIBIT "A"

LEGAL DESCRIPTIONS OF PARCEL A AND PARCEL B

Parcel A Legal Description: TO BE DETERMINED

Parcel B Legal Description: TO BE DETERMINED

PARCEL "A"

Description of Kidd parcel:

A parcel of land located in the NW ¼ of SE ¼ of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Northwest corner of the SE ¼ of Section 5, being the point of beginning; thence run South along the West line of said SE ¼ a distance of 169.44 feet; thence left 90 degrees 28 minutes 53 seconds a distance of 206.25 feet to the West right of way of U.S. Highway 280; thence left 92 degrees 21 minutes 30 seconds along said right of way, a distance of 169.58 feet to the North line of said NW ¼ of SE ¼; thence left 87 degrees 38 minutes 30 seconds leaving said right of way run West along the North line of said NW ¼ of SE ¼ for a distance of 197.85 feet to the point of beginning.

Less and except the following:

Commence at an iron pin found at the Northwest corner of said Southeast quarter of Section 5, said iron pin also being the POINT OF BEGINNING; thence proceed South 00 degrees 25 minutes 08 seconds East along the West line of said Southeast quarter for 26.48 feet to a point; thence leaving the West line of said Southeast quarter, proceed North 82 degrees 32 minutes 28 seconds East for 206.41 feet to a point on the Westerly right of way margin of U.S. Highway 280; thence proceed North 07 degrees 19 minutes 16 seconds West along said Westerly right of way margin of U.S. Highway 280 for 3.93 feet to a point at the Southeast corner of Lot-2 of "THE VILLAGE AT LEE BRANCH" as recorded in Map Book 31, page 17, in the Office of the Judge of Probate of Shelby County, Alabama, said point also lying on the North line of said Southeast quarter of section 5; thence leaving said Westerly right of way margin of U.S. Highway 280, proceed South 88 degrees 49 minutes 06 seconds West along the South line of said Lot-2 and along said North line of said Southeast quarter for 204.40 feet to the POINT OF BEGINNING.

Situated in Shelby County, Alabama.

PARCEL "B"

PARCEL ONE:

A parcel of land situated in the Northwest quarter, the Northeast quarter and the Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, said parcel being Lot-2 of "THE VILLAGE AT LEE BRANCH" Sector 1, as recorded in Map Book 31, page 17, in the Office of the Judge of Probate, Shelby County, Alabama being the same property as Lot 2 of "THE VILLAGE AT LEE BRANCH" Sector 1-Revision 1 as recorded in Map Book 31, page 43 A & 43B, in the Office of the Judge of Probate, Shelby County, Alabama and being more particularly described as follows:

Commence at an iron pin found at the Northwest corner of said Southeast quarter of Section 5, said iron pin also being the POINT OF BEGINNING; thence proceed South 00 degrees 25 minutes 08 seconds East along the West line of said quarter Section for 34.72 feet to a point; thence leaving the West line of said Southeast quarter, proceed South 88 degrees 49 minutes 06 seconds West for 53.54 feet to a point; thence proceed North 00 degrees 25 minutes 08 seconds West for 34.72 feet to a point; thence proceed South 88 degrees 49 minutes 06 seconds West for

13.01 feet to a point; thence proceed North 01 degrees 10 minutes 54 seconds West for 321.92 feet to a point; thence proceed North 82 degrees 20 minutes 46 seconds East for 88.11 feet to a point; thence proceed South 84 degrees 57 minutes 48 seconds East for 56.90 feet to a point; thence proceed North 82 degrees 20 minutes 46 seconds East for 91.28 feet to a point on the Westerly right of way margin of U.S. Highway 280; thence proceed South 07 degrees 19 minutes 16 seconds East along said Westerly right of way margin of U.S. Highway 280 for 337.91 feet to a point lying on the North line of said Southeast quarter of Section 5; thence leaving said Westerly right of way margin of U.S. Highway 280, proceed South 88 degrees 49 minutes 06 seconds West along the North line of said Southeast quarter for 204.40 feet to the POINT OF BEGINNING.

PARCEL TWO:

A parcel of land situated in the Northwest quarter of the Southeast quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, said parcel being more particularly described as follows:

Commence at an iron pin found at the Northwest corner of said Southeast quarter of Section 5, said iron pin also being the POINT OF BEGINNING; thence proceed South 00 degrees 25 minutes 08 seconds East along the West line of said Southeast quarter for 26.48 feet to a point; thence leaving the West line of said Southeast quarter, proceed North 82 degrees 32 minutes 28 seconds East for 206.41 feet to a point on the Westerly right of way margin of U.S. Highway 280; thence proceed North 07 degrees 19 minutes 16 seconds West along said Westerly right of way margin of U.S. Highway 280 for 3.93 feet to a point at the Southeast corner of Lot -2 of "THE VILLAGE AT LEE BRANCH" as recorded in Map Book 31, page 17, in the Office of the Judge of Probate, Shelby County, Alabama, said point also lying on the North line of said Southeast quarter of Section 5; thence leaving said Westerly right of way margin of U.S. Highway 280, proceed South 88 degrees 49 minutes 06 seconds West along the South line of said Lot -2 and along said North line of said Southeast quarter for 204.40 feet to the POINT OF BEGINNING.

PARCEL "B-1" → Site Plan

Exhibit B-1

Crosshatched Area is the "Driveway" as defined in the Reciprocal Easement Agreement

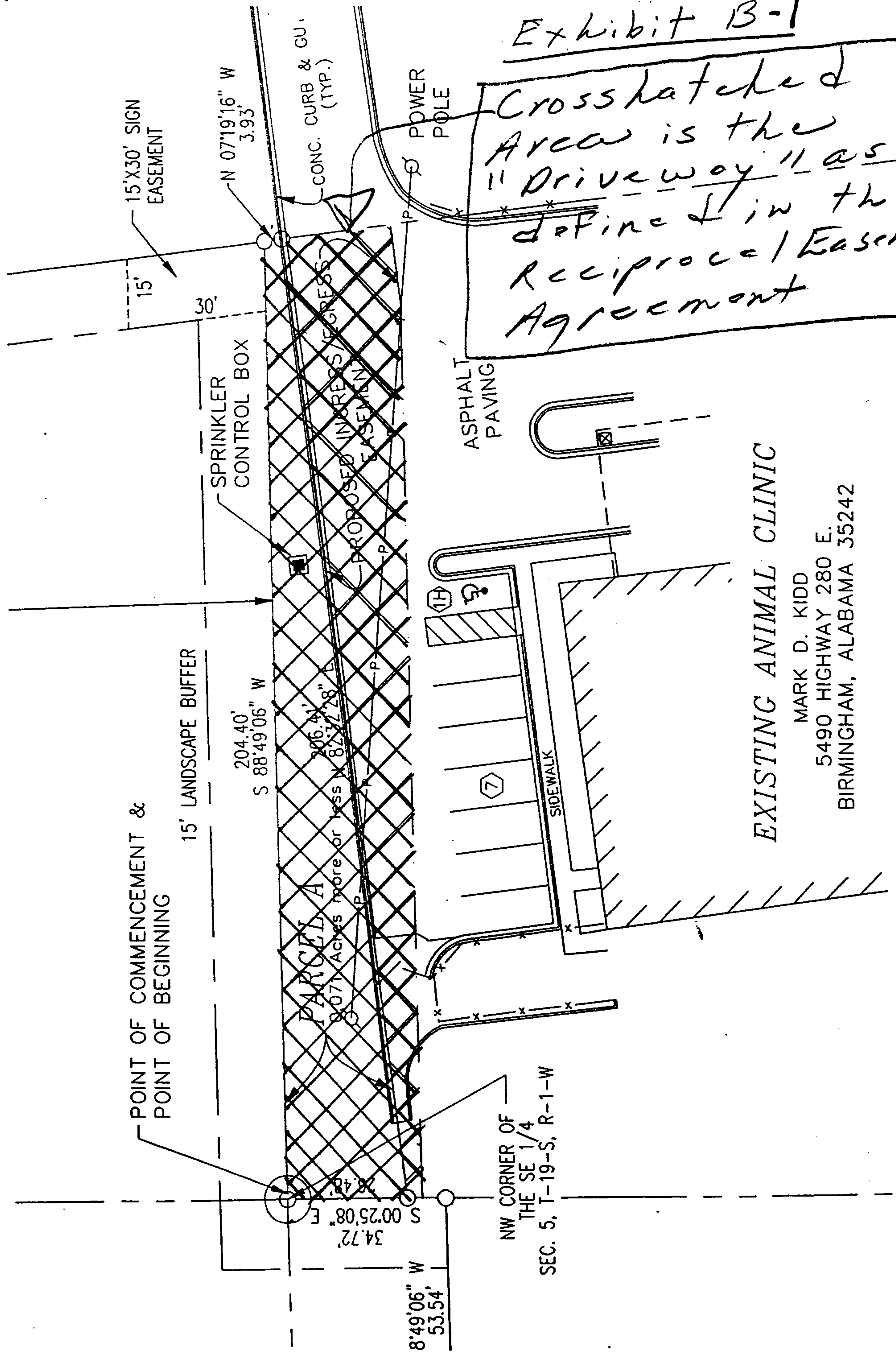


EXHIBIT "C"

JOINDER AND CONSENT OF MORTGAGEE

First Commercial Bank; a state banking corporation ("Mortgagee" or "Bank"), being the owner and holder of (i) that certain Future Advance Mortgage and Security Agreement executed by Kidd Animal Clinic, P.C. and Mark D. Kidd ("Kidd") recorded in Instrument No. 1996-41632, the Assignment of Rents and Leases recorded in Instrument No. 1996-41634 and the UCC Financing Statement recorded in Instrument No. 1996-41633, as amended in Instrument No. 1998-10394 and Instrument No. 2001-31721 and that certain Assumption Agreement recorded in Instrument No. 1998-9059; (ii) that certain Real Estate Mortgage and Security Agreement executed by Kidd recorded in Instrument No. 2001-08589; (iii) that certain mortgage executed by Kidd recorded in Instrument 20030226000117560; and (iv) that certain mortgage executed by Kidd recorded in Instrument No. 20030613000372290 all in the Probate Office of Shelby County, Alabama (collectively, the "Loan Documents"), does hereby join in and consent to the Reciprocal Easement Agreement with Covenants, Conditions and Restrictions (the "Declaration") dated on or about the date hereof by and between Lee Branch, LLC, an Alabama limited liability company and Kidd and in connection therewith, the Bank hereby agrees that (1) in the event any proceedings are brought by Bank, its nominees, successors or assigns (collectively, the "Secured Party") in connection with or arising out of any foreclosure or other action to enforce payment of any amounts due to Bank as secured by the Loan Documents, or any part thereof, Bank agrees that the Secured Party shall not join Lee Branch, LLC, Walgreens (as defined in the Declaration) or any other Owner of Parcel B (as defined in the Declaration) as a party to any such action or proceedings in order to foreclose, terminate or alter, or attempt to foreclose, terminate or alter the Declaration or any provision thereof in connection therewith; and (2) in the event Bank, its nominees, successors or assigns or any other party (collectively, the "Successor Owner") acquires title to or right of possession of all or any portion of the property described in and the subject of the Declaration pursuant to or in connection with the enforcement of the Loan Documents, including, but not limited to, through foreclosure, deed in lieu of foreclosure or otherwise, the Declaration and all of its terms, provisions, covenants and conditions shall remain in full force and effect, and each of the Owners of Parcel A and Parcel B (and Walgreens during the period of the Walgreens Lease) (all as defined in the Declaration) shall continue to have the benefit of all rights and be burdened by all obligations provided in the Declaration, it being expressly agreed that all of the terms, provisions, covenants and conditions of the Declaration shall survive and continue in full force and effect upon and after any foreclosure or other acquisition of title to a Parcel (as defined in the Declaration) by Bank, its nominees, successors, assigns or any other party.

IN WITNESS WHEREOF, the Bank has executed this Joinder And Consent of Mortgagee on this 30th day of June 2003.

Witness: First Commercial Bank, a state banking corporation

J 2 Helt III By: John A Marks
John A Hartman III Name: John A Marks
Printed Name Title: Vice-President

Witness:

Printed Name

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that John A Marks whose name as Vice President of First Commercial Bank, a state banking corporation, is signed to the Joinder and Consent of Mortgagee, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Joinder and Consent of Mortgagee, he/she, in his/her capacity as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this 30th day of June, 2003.

J 2 Helt III
Notary Public
State Of Alabama

My Commission Expires: 8/4/05

{NOTARIAL SEAL}