

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT is entered into as of the 21st day of August, 2003, between Compass Bank, an Alabama banking corporation, with a business address of 15 South 20th Street, Suite 201, Birmingham, Alabama 35233 ("Mortgagee"), AIG Baker Brookstone, L.L.C., a Delaware limited liability company ("Landlord") and Academy, Ltd., a Texas limited partnership, having an office at 1800 North Mason Road, Katy, Texas, 77449 ("Tenant").

Recitals

A. Mortgagee has made a loan to Landlord in the original principal amount of \$22,250,000.00 (the "Loan").

B. Mortgagee is the holder of a mortgage or deed of trust securing the Loan (the "Mortgage") covering that certain parcel of land owned by Landlord and described on Exhibit A attached hereto and made a part hereof, together with the improvements erected thereon, commonly known as "Village at Lee Branch" (the "Shopping Center").

C. By a certain Lease entered into between Landlord and Tenant, dated as of August 20, 2002 (the "Lease"), Landlord leased to Tenant certain premises within the Shopping Center, as outlined on the Site Plan attached hereto as Exhibit B and made a part hereof (the "Premises").

D. A copy of the Lease has been delivered to Mortgagee, the receipt of which is hereby acknowledged.

E. The parties hereto desire to effect the subordination of the Lease to the Mortgage and to provide for the non-disturbance of Tenant by the holder of the Mortgage or any purchaser under a foreclosure or deed in lieu thereof.

Agreement

In consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. Mortgagee hereby consents to and approves the Lease and all of the terms and conditions thereof.

2. Tenant covenants and agrees with Mortgagee that the Lease is hereby made and shall continue hereafter to be subject and subordinate to the lien of the Mortgage, and to all modifications and extensions thereof, with the same force and effect as if the Mortgage had been executed and delivered prior to the execution and delivery of the Lease and without regard to the order of priority of recording the Mortgage, subject, however, to the provisions of this Agreement.

3. Tenant certifies that the Lease is presently in full force and effect and unmodified and Tenant as of this date has no knowledge of any default, charge, lien or claim of offset under the Lease.

4. Mortgagee agrees that, so long as Tenant is not in default under the Lease:

(a) Tenant shall not be named or joined as a party or otherwise in any suit, action or proceeding for foreclosure by the Mortgagee or to enforce any rights under the Mortgage or the Loan.

(b) The possession by Tenant of the Premises and Tenant's rights under the Lease shall not be disturbed, affected or impaired by (i) any suit, action or proceeding under the Mortgage or the Loan or for foreclosure under the Mortgage, or any other enforcement of any rights under the Mortgage or any other documents pertaining to the Loan, (ii) any judicial or non-judicial foreclosure, sale or execution of the Premises or the Shopping Center, or any deed given in lieu of foreclosure, or (iii) any default under the Mortgage or the Loan.

(c) All condemnation awards and insurance proceeds paid or payable with respect to the Premises or any other part of the Shopping Center and received by Mortgagee shall be applied and paid in the manner set forth in the Lease.

(d) Neither the Mortgage nor any other security instrument executed in connection with the Loan shall cover or be construed as subjecting in any manner to the lien thereof any trade fixtures, signs or other personal property at any time furnished or installed by or at the expense of Tenant in or on the Premises.

5. If Mortgagee or any future holder of the Mortgage or any other transferee under the Mortgage shall become the owner of the Shopping Center or any part thereof by reason of foreclosure of the Mortgage, or if the Shopping Center or any part thereof shall be sold as a result of any action or proceeding to foreclose the Mortgage, or by transfer of ownership by deed given in lieu of foreclosure, the Lease shall continue in full force and effect, without necessity for executing any new lease, as a direct lease between Tenant and the then owner of the Shopping Center as "Landlord" under the Lease, upon all of the same terms, covenants and provisions contained in the Lease, and in such event:

(a) Tenant shall be bound to such new owner under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including also any extension periods, if Tenant elects or has elected to exercise its option to extend the term) and Tenant hereby agrees to attorn to such new owner and to recognize such new owner as "Landlord" under the Lease; and

(b) Such new owner shall be bound to Tenant under and hereby assumes all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including also any extension periods, if Tenant elects or has elected to exercise its option to extend the term), and Tenant shall, from and after the date such new owner succeeds to the interest of "Landlord" under the Lease, have the same remedies against such new owner for the breach of

any covenant contained in the Lease; provided, however, that such new owner shall not (i) be bound by any rent or additional rent which Tenant might have paid for more than one month in advance to any prior landlord (including Landlord), or (ii) be personally liable for any breach of the Lease by or other act or omission of any prior landlord (including Landlord) or (iii) be bound by any amendment or modification of the Lease made without Mortgagee's consent which would reduce fixed annual rent or any other monetary obligation of Tenant under the Lease.

6. Any notices or communications given under this Agreement shall be in writing and shall be deemed given on the earlier of actual receipt or three (3) days after deposit in the U.S. Mail, by registered or certified mail, return receipt requested, postage prepaid, at the respective addresses set forth above, or at such other address as the party entitled to notice may designate by written notice as provided herein.

7. This Agreement shall bind and inure to the benefit the parties hereto and their respective successors and assigns.

8. This Agreement contains the entire agreement between the parties and cannot be changed, modified, waived or canceled except by an agreement in writing executed by the parties against whom enforcement of such modification, change, waiver or cancellation is sought.

9. This Agreement and the covenants contained herein shall run with and shall bind the land on which the Shopping Center is located.

10. In the event the Mortgagee shall succeed to the interest of the Landlord under the Lease, the Mortgagee will have the same remedies by entry, action or otherwise for the nonperformance of any agreement contained in the Lease, for the recovery of rent, for the doing of any waste or for any other default, as Landlord had or would have had the succession not taken place, and this right shall exist whether or not the Lease is formally terminated; in any such action, Tenant waives the necessity of Landlord being made a party to such proceeding.

11. If any default shall occur under the Lease on the part of the Landlord, which would give Tenant the right (or under which Tenant might claim the right), to cancel or terminate the Lease, or to abate or withhold rents, Tenant shall promptly give notice thereof to Mortgagee, and Mortgagee shall have such longer time as may be afforded to Landlord under the terms of the Lease, if any, to cure any such default. In the event any such default is so cured, the Lease shall not be deemed to be in default, and Tenant's duties thereunder shall continue unabated. Nothing herein shall be deemed to be a duty on the part of Mortgagee to cure any such default but only a right on its behalf.

12. Upon an Event of Default by Landlord under the Loan and the Mortgage, and after receipt of notice from Mortgagee to Tenant (at the address set forth above) that rents under the Lease should be paid to Mortgagee, Tenant shall thereafter pay to Mortgagee all monies thereafter due to Landlord under the Lease. In such event, Tenant shall be entitled to rely solely upon such notice, and Landlord and Mortgagee hereby indemnify and agree to defend and hold Tenant harmless from and against any and all expenses, losses, claims, damages or liabilities arising out of Tenant's compliance with such notice or performance of the obligations under the

Lease by Tenant made in good faith in reliance on and pursuant to such notice. Tenant shall be entitled to full credit under the Lease for any rents paid to Mortgagee in accordance with the provisions hereof. Any dispute between Mortgagee (or any other purchaser) and Landlord as to the existence of an Event of Default by Landlord under the provisions of the Loan and the Mortgage, shall be dealt with and adjusted solely between Mortgagee (or any other purchaser) and Landlord, and Tenant shall not be made a party thereto.

13. Anything herein or in the Lease to the contrary notwithstanding, in the event that Mortgagee shall acquire title to the Shopping Center, Mortgagee shall have no liability beyond Mortgagee's then interest in such Shopping Center and the rentals and all other proceeds thereof (including insurance proceeds), and Tenant shall look exclusively to such interest of Mortgagee in such Shopping Center and the rentals and all other proceeds thereof (including insurance proceeds) for the payment and discharge of any obligations imposed upon Mortgagee hereunder or under the Lease, and Mortgagee is hereby released or relieved of any other liability hereunder and under the Lease, without limiting Tenant's equitable remedies. Tenant agrees that with respect to any money judgment which may be obtained or secured by Tenant against Mortgagee, Tenant shall look solely to the estate or interest owned by Mortgagee in the Shopping Center and the rentals and all other proceeds thereof (including insurance proceeds) and Tenant will not collect or attempt to collect any such judgment (i) from any officer, director, shareholder, partner, employ, agent or representative of Mortgagee or (ii) out of any assets of Mortgagee other than Mortgagee's estate or interest in the Shopping Center and the rentals and all other proceeds thereof (including insurance proceeds).

[Signature Page Follows]

[Signature Page to SNDA]

EXECUTED as of the date first written above.

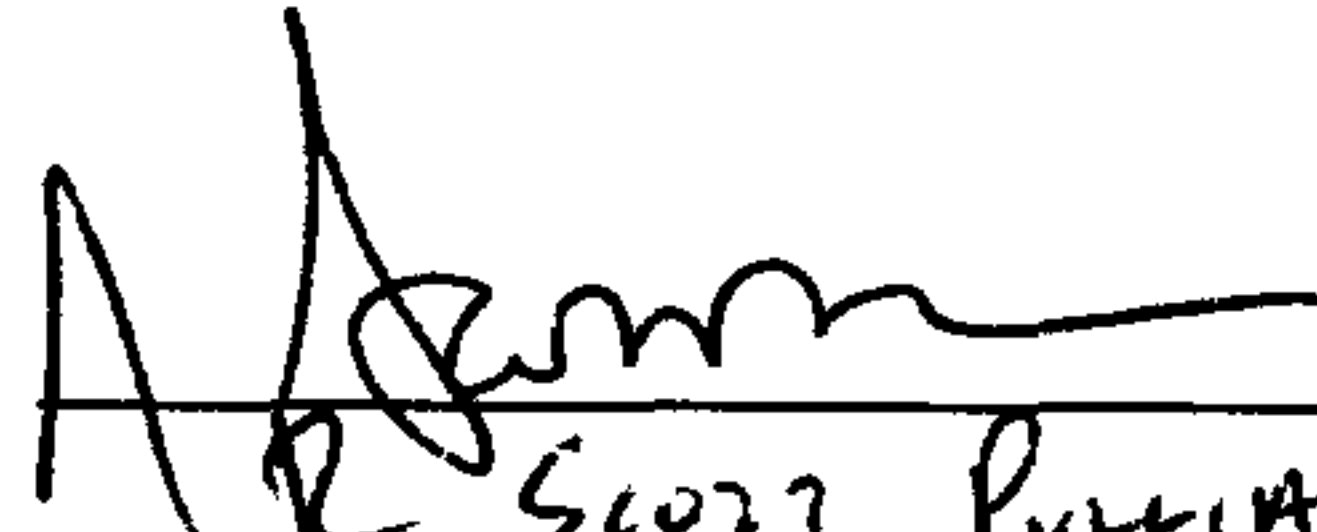
MORTGAGEE:

COMPASS BANK,
an Alabama banking corporation

By: _____

Name: _____

Title: _____



Scott P. Williams

SVP

LANDLORD:

AIG BAKER BROOKSTONE, L.L.C., a
Delaware limited liability company


By: AIG Baker Shopping Center Properties,
L.L.C., a Delaware limited liability
company

Its sole member

By: _____

Name: _____

Title: _____



W. ERNEST MOSS

Executive Vice President

TENANT:

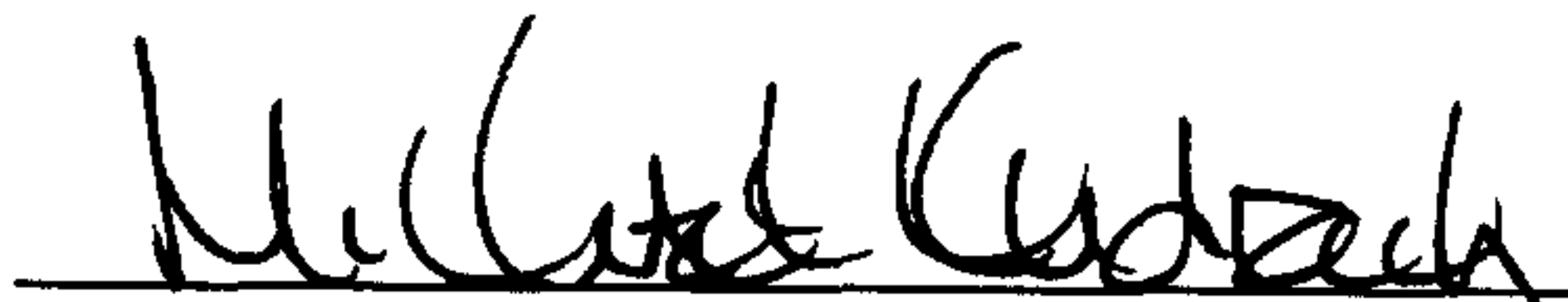
ACADEMY, LTD.,
a Texas limited partnership

By: Academy Managing Co., L.L.C., a
Texas limited liability company, Its
General Partner

By: _____

Name: _____

Title: _____



CFO

STATE OF ALABAMA §

COUNTY OF SHELBY §

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that R. Scott Pulliam, whose name as Sr. Vice President of Compass Bank, an Alabama banking corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 21st day of August, 2003.

[SEAL]

Julicia L. Redd
Notary Public
My Commission Expires: February 7, 2007

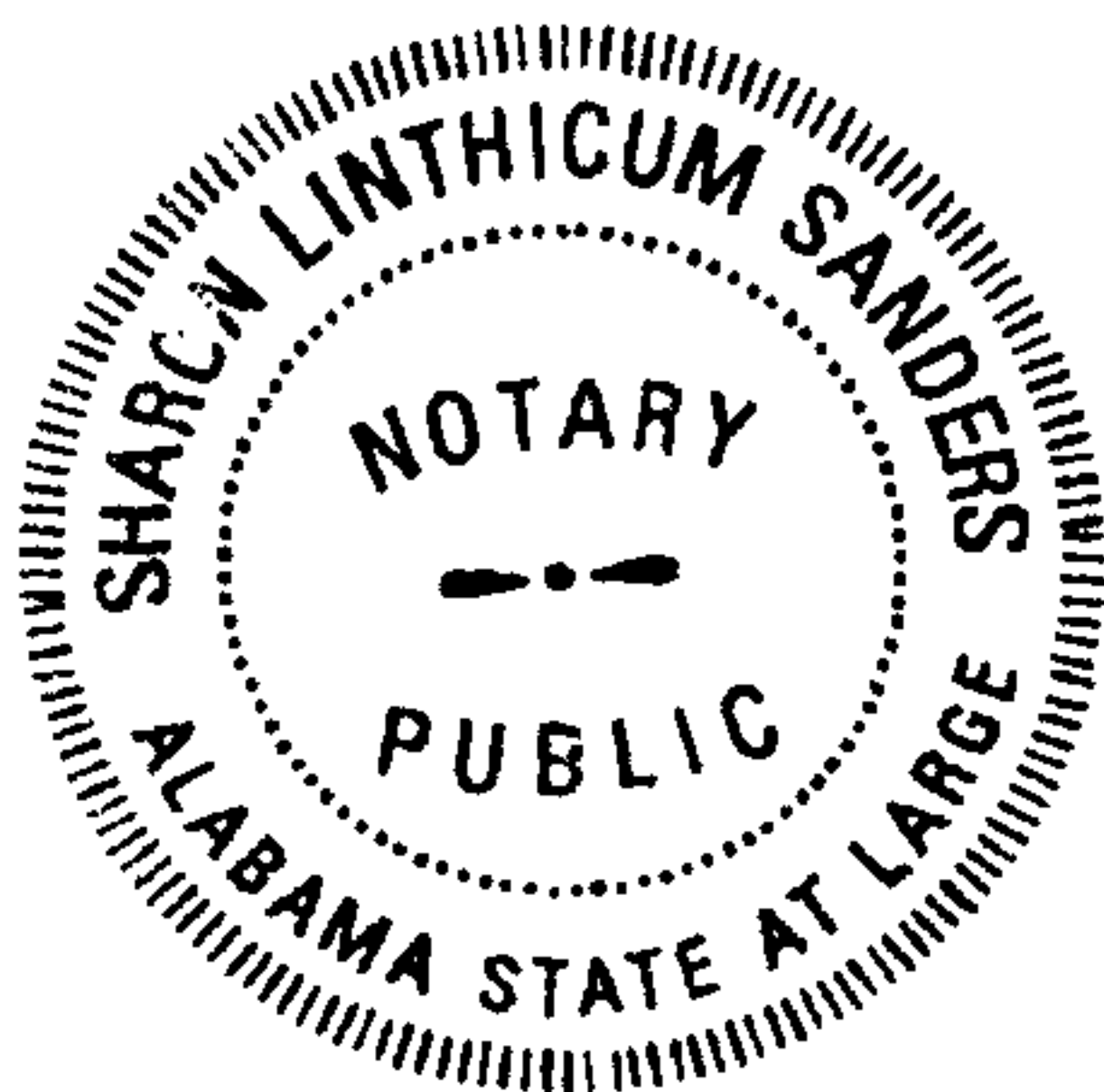
STATE OF Alabama §

COUNTY OF Shelby §

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that W. Ernest Moss, whose name as Exec. Vice President of AIG Baker Shopping Center Properties, L.L.C., General Partner of AIG Baker Brookstone, L.L.C., is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said companies.

Given under my hand and official seal, this the 19th day of August, 2003.

[SEAL]



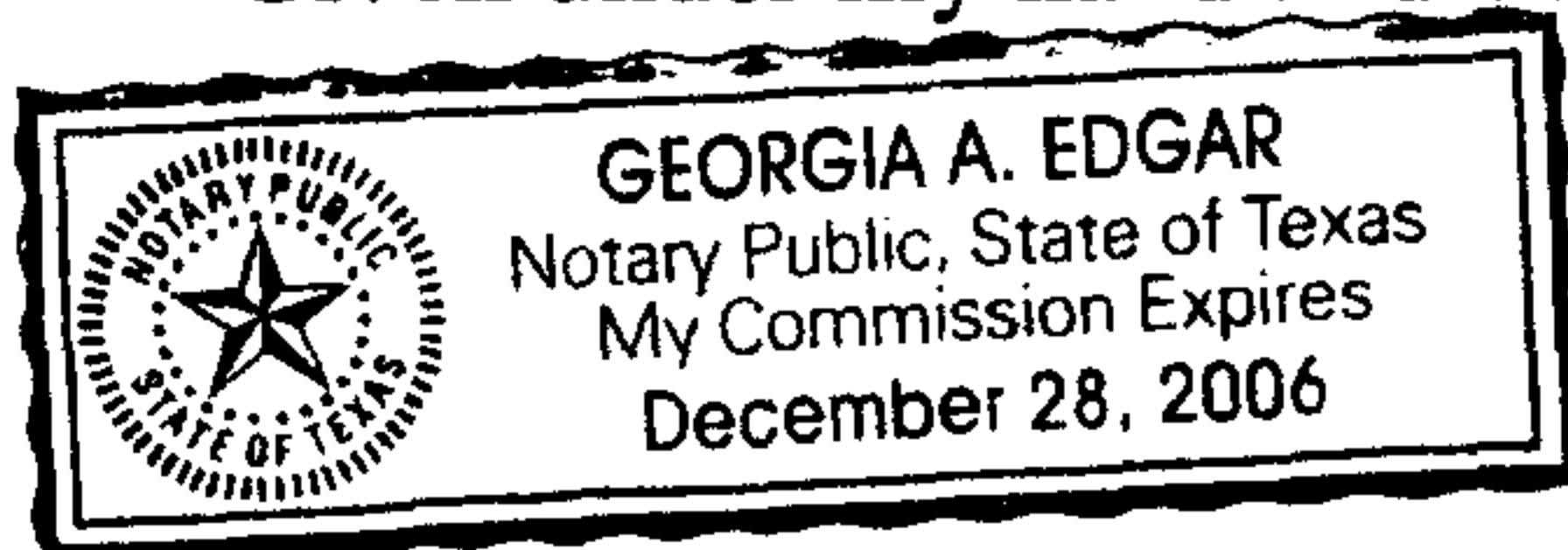
Sharon Linthicum Sanders
Notary Public
My Commission Expires: 4-11-07

STATE OF TEXAS §

COUNTY OF Harris §

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Michael Adush whose name as CEO of Academy Managing Co., L.L.C., a Texas limited liability company, the general partner of Academy, Ltd., a Texas limited partnership, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal, this the 14 day of August 2003.



[SEAL]

[Signature]
Notary Public
My Commission Expires: 12-28-06

AFTER RECORDING, RETURN TO:

Carla Graydon

Drenner Stuart Wolff Metcalfe von Kreisler
301 Congress Ave., Suite 1200
Austin, TX 78701

EXHIBIT A

LEGAL DESCRIPTION

DESCRIPTION OF OVERALL PROPERTY

STATE OF ALABAMA
SHELBY COUNTY

A parcel of land situated in the S.E. 1/4 of the N.W. 1/4 and the S.W. 1/4 of the N.E. 1/4 of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at an iron pin set at the S.E. corner of the S.E. 1/4 of the N.W. 1/4 of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, said point being the POINT OF BEGINNING; thence proceed S 88°49'06" W along said South line of said S.E. 1/4 of N.W. 1/4 for a distance of 1334.50 feet to a 2" capped pipe purported to be the S.W. corner of the S.E. 1/4 of the N.W. 1/4 of said Section 5; thence proceed N 00°30'04" W along the West line of said S.E. 1/4 of N.W. 1/4 for a distance of 987.15 feet to a rebar found; thence proceed N 88°41'32" E for a distance of 1335.96 feet to a 2" open top pipe on the East line of said S.E. 1/4 of N.W. 1/4; thence proceed S 00°25'08" E along said East line of said S.E. 1/4 of N.W. 1/4 for a distance of 520.11 feet to an iron pin set; thence proceed N 88°49'06" E for a distance of 165.30 feet to an iron pin set on the West right of way of U.S. Highway 280; thence proceed S 03°59'20" W along said West right of way of U.S. Highway 280 for a distance of 89.76 feet to a concrete right of way monument; thence proceed S 07°19'16" E along said West right of way of U.S. Highway 280 for a distance of 382.76 feet to an iron pin set on the South line of said S.W. 1/4 of N.E. 1/4; thence proceed S 88°49'06" W along said South line of said S.W. 1/4 of N.E. 1/4 for a distance of 204.40 feet to POINT OF BEGINNING.

Containing 32.218 acres more or less or approximately 1403423.99 square feet.

OVERALL.TXT

DESCRIPTION OF PARCEL I, CASE NO. 00-1867 (REV. 1)

STATE OF ALABAMA
SHELBY COUNTY

A parcel of land situated in the S.E. 1/4 of the N.W. 1/4 of Section 5, Township 19 South, Range 1 West,
Shelby County, Alabama, being more particularly described as follows:

Commence at a 2" capped pipe purported to be the S.W. corner of the S.E. 1/4 of the N.W. 1/4 of Section 5,
Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed N 00°30'04" W along the
West line of said S.E. 1/4 of N.W. 1/4 for a distance of 395.59 feet to the POINT OF BEGINNING; thence
continue N 00°30'04" W along said West line of said S.E. 1/4 of N.W. 1/4 for a distance of 591.56 feet to a
rebar found; thence proceed N 88°41'32" E for a distance of 1009.80 feet to a point; thence proceed
S 23°08'39" W for a distance of 651.90 feet to a point; thence proceed S 88°50'25" W for a distance of
403.29 feet to a point; thence proceed N 20°26'26" W for a distance of 114.82 feet to a point; thence
proceed N 60°33'36" W for a distance of 31.16 feet to a point; thence proceed S 28°19'52" W for a distance
of 142.74 feet to a point; thence proceed S 88°50'25" W for a distance of 210.00 feet to the
POINT OF BEGINNING.

Containing 11.739 acres more or less or approximately 511371.38 square feet.

PARCEL12.doc

DESCRIPTION OF PARCEL II, CASE NO. 00-1867 (REV. 1)

**STATE OF ALABAMA
SHELBY COUNTY**

A parcel of land situated in the S.E. 1/4 of the N.W. 1/4 of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a 2" capped pipe purported to be the S.W. corner of the S.E. 1/4 of the N.W. 1/4 of Section 5, Township 19 South, Range 1 West, Shelby County, said point being the POINT OF BEGINNING; thence proceed N 00°30'04" W along the West line of said S.E. 1/4 of N.W. 1/4 for a distance of 395.59 feet to a point; thence proceed N 88°50'25" E for a distance of 748.29 feet to a point; thence proceed S 23°08'39" W for a distance of 433.79 feet to a point on the South line of said S.E. 1/4 of N.W. 1/4; thence proceed S 88°49'06" W along said South line of said S.E. 1/4 of N.W. 1/4 for a distance of 574.30 feet to the POINT OF BEGINNING.

Containing 6.003 acres more or less or approximately 261502.09 square feet.

PARCEL12_1_2.doc

DESCRIPTION OF PARCEL III, CASE NO. 00-1867 (REV. 1)

**STATE OF ALABAMA
SHELBY COUNTY**

A parcel of land situated in the S.E. 1/4 of the N.W. 1/4 of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a 2" capped pipe purported to be the S.W. corner of the S.E. 1/4 of the N.W. 1/4 of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed N 00°30'04" W along the West line of said S.E. 1/4 of N.W. 1/4 for a distance of 395.59 feet to a point; thence proceed N 88°50'25" E for a distance of 210.00 feet to the POINT OF BEGINNING:

thence proceed N 28°19'52" E for a distance of 142.74 feet to a point; thence proceed S 60°33'36" E for a distance of 31.16 feet to a point; thence proceed S 20°26'26" E for a distance of 114.82 feet to a point; thence proceed S 88°50'25" W for a distance of 135.00 feet to the POINT OF BEGINNING.

Containing 0.219 acres more or less or approximately 9539.35 square feet.

PARCEL12_triangle.doc

DESCRIPTION OF PARCEL I, COMMITMENT NO. 00-1458 (REV. 3)

STATE OF ALABAMA
SHELBY COUNTY

A parcel of land situated in the S.E. 1/4 of the N.W. 1/4 of Section 5, Township 19 South, Range 1 West,
Shelby County, Alabama, being more particularly described as follows:

Commence at the S.E. corner of the S.E. 1/4 of the N.W. 1/4 of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, said point being the POINT OF BEGINNING; thence proceed S 88°49'06" W along said South line of said S.E. 1/4 of N.W. 1/4 for a distance of 760.20 feet to a point; thence proceed N 23°08'39" E for a distance of 1085.69 feet to a point; thence proceed N 88°41'32" E for a distance of 326.16 feet to a point on the East line of said S.E. 1/4 of N.W. 1/4; thence proceed S 00°25'08" E along said East line of said S.E. 1/4 of N.W. 1/4 for a distance of 629.58 feet to a point; thence proceed N 70°03'41" W for a distance of 152.68 feet to a point; thence proceed S 00°01'46" E for a distance of 133.15 feet to a point; thence proceed S 70°07'57" E for a distance of 153.57 feet to a point on the East line of said S.E. 1/4 of N.W. 1/4; thence proceed S 00°25'08" E along said East line of said S.E. 1/4 of N.W. 1/4 for a distance of 227.25 feet to the POINT OF BEGINNING.

Containing 11.897 acres more or less or approximately 518243.62 square feet. PARCEL13.doc

DESCRIPTION OF PARCEL II, COMMITMENT NO. 00-1458 (REV. 3)

STATE OF ALABAMA
SHELBY COUNTY

A parcel of land situated in the S.E. 1/4 of the N.W. 1/4 of Section 5, Township 19 South, Range 1 West,
Shelby County, Alabama, being more particularly described as follows:

Commence at the S.E. corner of the S.E. 1/4 of the N.W. 1/4 of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed N 00°25'08" W along the East line of said S.E. 1/4 of N.W. 1/4 for a distance of 227.25 feet the POINT OF BEGINNING; thence proceed N 70°07'57" W for a distance of 153.57 feet to a point; thence proceed N 00°01'46" W for a distance of 133.15 feet to a point; thence proceed S 70°03'41" E for a distance of 152.68 feet to a point on the East line of said S.E. 1/4 of N.W. 1/4; thence proceed S 00°25'08" E along said East line of said S.E. 1/4 of N.W. 1/4 for a distance of 133.28 feet to a the POINT OF BEGINNING.

Containing 0.440 acres more or less or approximately 19153.01 square feet.

PARCEL13_001.doc

DESCRIPTION OF PARCEL III, COMMITMENT NO. 00-1458 (REV. 3)

STATE OF ALABAMA
SHELBY COUNTY

A parcel of land situated in the S.W. 1/4 of the N.E. 1/4 of Section 5, Township 19 South, Range 1 West,
Shelby County, Alabama, being more particularly described as follows:

Commence at the S.W. corner of the S.W. 1/4 of the N.E. 1/4 of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, said point being the POINT OF BEGINNING; thence proceed N 00°25'08" W along the West line of said S.W. 1/4 of N.E. 1/4 for a distance of 470.00 feet to a point; thence proceed N 88°49'06" E for a distance of 165.30 feet to a point on the West right of way of U.S. Highway 280; thence proceed S 03°59'20" W along said West right of way of U.S. Highway 280 for a distance of 89.76 feet to a concrete right of way monument; thence proceed S 07°19'16" E along said West right of way of U.S. Highway 280 for a distance of 382.76 feet to a on the South line of said S.W. 1/4 of N.E. 1/4; thence proceed S 88°49'06" W along said South line of said S.W. 1/4 of N.E. 1/4 for a distance of 204.40 feet to the POINT OF BEGINNING.

Containing 1.917 acres more or less or approximately 83502.50 square feet.

PARCEL27.doc

EXHIBIT A-1

LEGAL DESCRIPTION OF PHASE II

DESCRIPTION OF OVERALL CASE NO. 01-0531 & 02-0065
STATE OF ALABAMA
SHELBY COUNTY

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

Commence at a 2" capped pipe purported to be the N.W. corner of the N.E. 1/4 of the S.W. 1/4 of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, said point being the POINT OF BEGINNING of herein described parcel; thence proceed N 88°49'06" E along the North line of said N.E. 1/4 of S.W. 1/4 for a distance of 1334.50 feet to a point; thence proceed S 00°25'08" E along the East line of said N.E. 1/4 of S.W. 1/4 for a distance of 688.70 feet to a point; thence proceed S 88°52'06" W for a distance of 30.00 feet to a point; thence proceed S 00°25'08" E for a distance of 628.67 feet to a point lying on the South line of said N.E. 1/4 of S.W. 1/4; thence proceed S 88°55'06" W along the South line of said N.E. 1/4 of S.W. 1/4 for a distance of 1303.54 feet to a 2" pipe purported to be the Southwest corner of said N.E. 1/4 of S.W. 1/4; thence proceed N 00°27'35" W along the West line of said N.E. 1/4 of S.W. 1/4 for a distance of 1315.07 feet to the POINT OF BEGINNING.

Containing 39.874 acres more or less or approximately 1736887.85 Square feet.

OVERALL 01-0531 & 02-0065

DESCRIPTION OF PARCEL I, CASE NO. 02-0065
STATE OF ALABAMA
SHELBY COUNTY

A parcel of land situated in the Northeast quarter of Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, being the North one-third of the West one-third of the North half of the Northeast quarter of Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, more particularly described as follows:

Commence at a 2" capped pipe purported to be the N.W. corner of the N.E. 1/4 of the S.W. 1/4 of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, said point also known as the POINT OF BEGINNING; thence proceed N 88°49'06" E along the North line of said N.E. 1/4 of S.W. 1/4 for a distance of 444.83 feet a point; thence proceed S 00°26'46" E for a distance of 219.31 feet to a point; thence proceed S 88°50'06" W for a distance of 444.78 feet to a point on the West line of said N.E. 1/4 of the S.W. 1/4; thence along the West line of said N.E. 1/4 of the S.W. 1/4 proceed N 00°27'35" W for a distance of 219.18 feet to the POINT OF BEGINNING.

Containing 2.239 acres more or less or approximately 97513.96 square feet.

PARCEL 1 / 02-0065

**DESCRIPTION OF PARCEL 2, CASE NO. 02-0065
STATE OF ALABAMA
SHELBY COUNTY**

A parcel of land situated in the Northeast quarter of Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, being the North half of the South two-thirds of the West one-third of the North half of the Northeast quarter of Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, more particularly described as follows:

Commence at a 2" capped pipe purported to be the N.W. corner of the N.E. 1/4 of the S.W. 1/4 of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed S 00°27'35" E along the West line of said N.E. 1/4 of S.W. 1/4 for a distance of 219.18 feet a point, said point also known as the POINT OF BEGINNING of herein described parcel; thence proceed N 88°50'06" E for a distance of 444.78 feet to a point; thence proceed S 00°26'46" E for a distance of 219.31 feet to a point; thence proceed S 88°51'06" W for a distance of 444.73 feet to a point on the West line of said N.E. 1/4 of S.W. 1/4; thence along the West line of said N.E. 1/4 of S.W. 1/4 proceed N 00°27'35" W for a distance of 219.18 feet to the POINT OF BEGINNING.

Containing 2.238 acres more or less or approximately 97501.28 square feet.

PARCEL 2 / 02-0065

**DESCRIPTION OF PARCEL 3, CASE NO. 02-0065
STATE OF ALABAMA
SHELBY COUNTY**

A parcel of land situated in the Northeast quarter of Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, being the South one-third of the West one-third of the North half of the Northeast quarter of Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, more particularly described as follows:

Commence at a 2" capped pipe purported to be the N.W. corner of the N.E. 1/4 of the S.W. 1/4 of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed S 00°27'35" E along the West line of said N.E. 1/4 of S.W. 1/4 for a distance of 438.36 feet a point, said point also known as the POINT OF BEGINNING of herein described parcel; thence proceed N 88°51'06" E for a distance of 444.73 feet to a point; thence proceed S 00°26'46" E for a distance of 219.31 feet to a point; thence proceed S 88°52'06" W for a distance of 444.67 feet to a point on the West line of said N.E. 1/4 of S.W. 1/4; thence along the West line of said N.E. 1/4 of S.W. 1/4 proceed N 00°27'35" W for a distance of 219.18 feet to the POINT OF BEGINNING.

Containing 2.238 acres more or less or approximately 97489.88 square feet.

PARCEL 3 / 02-0065

**DESCRIPTION OF PARCEL 4, CASE NO. 02-0065
STATE OF ALABAMA
SHELBY COUNTY**

A parcel of land situated in the Northeast quarter of Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, being the East one-third of the North one-half of the Northeast quarter of Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, more particularly described as follows:

Commence at a set capped rebar purported to be the N.E. corner of the N.E. 1/4 of the S.W. 1/4 of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, said point also known as the POINT OF BEGINNING of herein described parcel; thence proceed S 00°25'08" E along the East line of said N.E. 1/4 of S.W. 1/4 for a distance of 658.70 feet to a point; thence proceed S 88°52'06" W for a distance of 444.67 feet to a point; thence proceed N 00°25'57" W for a distance of 658.31 feet to a point lying on the North line of said N.E. 1/4 of S.W. 1/4; thence proceed N 88°49'06" E along the North line of said N.E. 1/4 of S.W. 1/4 for a distance of 444.83 feet to the POINT OF BEGINNING.

Containing 6.723 acres more or less or approximately 292846.73 square feet.

PARCEL 4 / 02-0065

**DESCRIPTION OF PARCEL 5, CASE NO. 02-0065
STATE OF ALABAMA
SHELBY COUNTY**

A parcel of land situated in the Northeast quarter of Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, being the West one-third of the South half of the Northeast quarter of Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, more particularly described as follows:

Commence at a 2" capped pipe purported to be the N.W. corner of the N.E. 1/4 of the S.W. 1/4 of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed S 00°27'35" E along the West line of said N.E. 1/4 of S.W. 1/4 for a distance of 657.54 feet a point, said point also known as the POINT OF BEGINNING of herein described parcel; thence proceed N 88°52'06" E for a distance of 444.67 feet to a point; thence proceed S 00°26'46" E for a distance of 657.92 feet to a point on the South line of said N.E. 1/4 of S.W. 1/4; thence proceed S 88°55'06" W along the South line of said N.E. 1/4 of S.W. 1/4 for a distance of 444.51 feet to a found 2" capped pipe purported to be the S.W. corner of said N.E. 1/4 of the S.W. 1/4; thence along the West line of said N.E. 1/4 of S.W. 1/4 proceed N 00°27'35" W for a distance of 657.53 feet to the POINT OF BEGINNING.

Containing 6.713 acres more or less or approximately 292401.24 square feet.

PARCEL 5 / 02-0065

**DESCRIPTION OF PARCEL 6, CASE NO. 02-0065
STATE OF ALABAMA
SHELBY COUNTY**

A parcel of land situated in the Northeast quarter of Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, being the middle one-third of uniform width of the South half of the Northeast quarter of Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, more particularly described as follows:

Commence at a 2" capped pipe purported to be the S.W. corner of the N.E. 1/4 of the S.W. 1/4 of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed N 88°55'06" E along the South line of said N.E. 1/4 of S.W. 1/4 for a distance of 444.51 feet to a point, said point also known as the POINT OF BEGINNING of herein described parcel; thence proceed N 00°26'46" W for a distance of 657.92 feet to a point; thence proceed N 88°52'06" E for a distance of 444.67 feet to a point; thence proceed S 00°25'57" E for a distance of 658.31 feet to a point on the South line of said N.E. 1/4 of S.W. 1/4; thence proceed S 88°55'06" W along the South line of said N.E. 1/4 of S.W. 1/4 for a distance of 444.51 feet to the POINT OF BEGINNING.

Containing 6.717 acres more or less or approximately 292571.22 square feet.

PARCEL 6 / 02-0065

DESCRIPTION OF PARCEL 7, CASE NO. 02-0065
STATE OF ALABAMA
SHELBY COUNTY

A parcel of land situated in the Northeast quarter of Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, being the Southwest one-fourth of the East one-third of the South one-half of the Northeast quarter of Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, more particularly described as follows:

Commence at a found capped rebar purported to be the S.E. corner of the N.E. 1/4 of the S.W. 1/4 of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed S 88°55'06" W along the South line of said N.E. 1/4 of S.W. 1/4 for a distance of 222.26 feet to a point, said point being the POINT OF BEGINNING of herein described parcel; thence proceed S 88°55'06" W continuing along the South line of said N.E. 1/4 of S.W. 1/4 for a distance of 222.26 feet to a point; thence proceed N 00°25'57" W for a distance of 329.15 feet to a point; thence proceed N 88°53'36" E for a distance of 222.30 feet to a point; thence proceed S 00°25'33" E for a distance of 329.25 feet to the POINT OF BEGINNING.

Containing 1.680 acres more or less or approximately 73169.35 square feet.

PARCEL 7 / 02-0065

DESCRIPTION OF PARCEL 8, CASE NO. 02-0065
STATE OF ALABAMA
SHELBY COUNTY

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

Commence at a capped iron purported to be the S.E. corner of the N.E. 1/4 of the S.W. 1/4 of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed S 88°55'06" W along the South line of said N.E. 1/4 of S.W. 1/4 for a distance of 30.00 feet to a point, said point being the POINT OF BEGINNING of herein described parcel; thence proceed S 88°55'06" W continuing along the South line of said N.E. 1/4 of S.W. 1/4 for a distance of 192.26 feet to a point; thence proceed N 00°25'33" W for a distance of 329.25 feet to a point; thence proceed S 88°53'36" W for a distance of 222.30 feet to a point; thence proceed N 00°25'57" W for a distance of 329.15 feet to a point; thence proceed N 88°52'06" E for a distance of 444.67 feet to a point lying on the East line of said N.E. 1/4 of S.W. 1/4; thence proceed S 00°25'08" E along the East line of said N.E. 1/4 of S.W. 1/4 for a distance of 28.70 feet to a point; thence proceed S 88°55'06" W for a distance of 30.00 feet to a point; thence proceed S 00°25'08" E for a distance of 630.00 feet to the POINT OF BEGINNING.

Containing 4.607 acres more or less or approximately 200671.81 square feet.

PARCEL 8 / 02-0065

**DESCRIPTION OF PARCEL 1, CASE NO. 01-0531
STATE OF ALABAMA
SHELBY COUNTY**

A parcel of land situated in the Northeast quarter of Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, being the middle one-third of the North one-half of the Northeast quarter of Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, more particularly described as follows:

Commence at a set capped rebar purported to be the N.W. corner of the N.E. 1/4 of the S.W. 1/4 of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed N 88°49'06" E along the North line of said N.E. 1/4 of S.W. 1/4 for a distance of 444.83 feet to a point, said point being the POINT OF BEGINNING of herein described parcel; thence proceed N 88°49'06" E continuing along the North line of said N.E. 1/4 of S.W. 1/4 for a distance of 444.83 feet to a point; thence proceed S 00°25'57" E for a distance of 658.31 feet to a point; thence proceed S 88°52'06" W for a distance of 444.67 feet to a point; thence proceed N 00°26'46" W for a distance of 657.92 feet to the POINT OF BEGINNING.

Containing 6.719 acres more or less or approximately 292673.65 square feet.

PARCEL 1 / 01-0531

DESCRIPTION OF PARCEL 2, CASE NO. 01-0531
STATE OF ALABAMA
SHELBY COUNTY

A parcel of land situated in the Northeast quarter of Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, being that certain 30 foot strip of land being a roadway adjoining and running along the South side of the North half of the Northeast quarter of Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, more particularly described as follows:

Commence at a 2" capped pipe purported to be the N.W. corner of the N.E. 1/4 of the S.W. 1/4 of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed S 00°27'35" E along the West line of said N.E. 1/4 of S.W. 1/4 for a distance of 657.54 feet to a point, said point being the POINT OF BEGINNING of herein described parcel; thence proceed N 88°52'06" E for a distance of 1334.02 feet to a point on the East line of said N.E. 1/4 of S.W. 1/4; thence proceed S 00°25'08" E along the East line of said N.E. 1/4 of S.W. 1/4 for a distance of 30.00 feet to a point; thence proceed S 88°52'06" W for a distance of 1334.00 feet to a point on the West line of said N.E. 1/4 of S.W. 1/4; thence proceed N 00°27'35" W along the West line of said N.E. 1/4 of S.W. 1/4 for a distance of 30.00 feet to the POINT OF BEGINNING.

Containing 0.919 acres more or less or approximately 40017.20 square feet.

PARCEL 2 / 01-0531

E. ABIT B - SHOPPING CENTER ST. PLAN

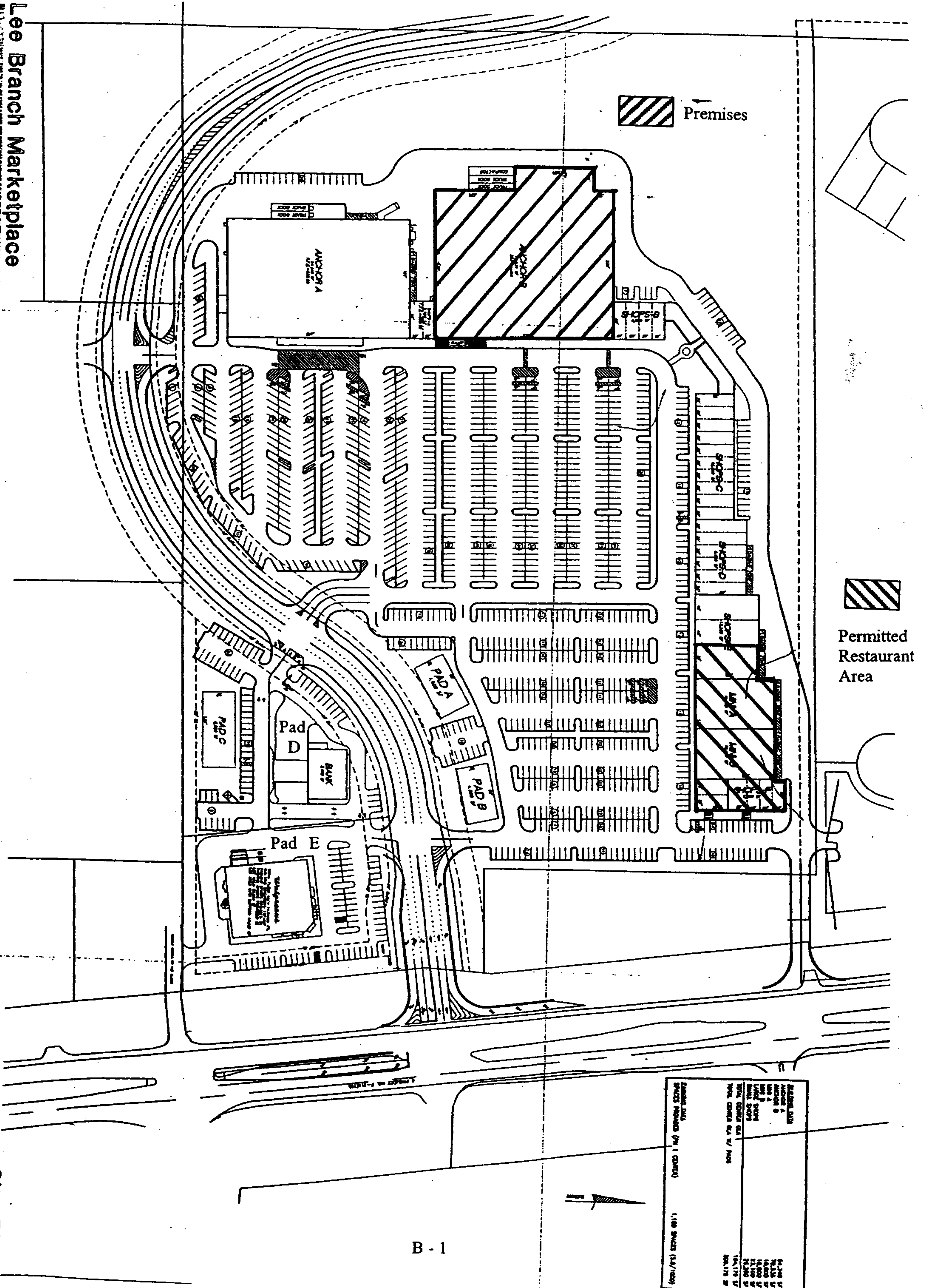
Lee Branch Marketplace

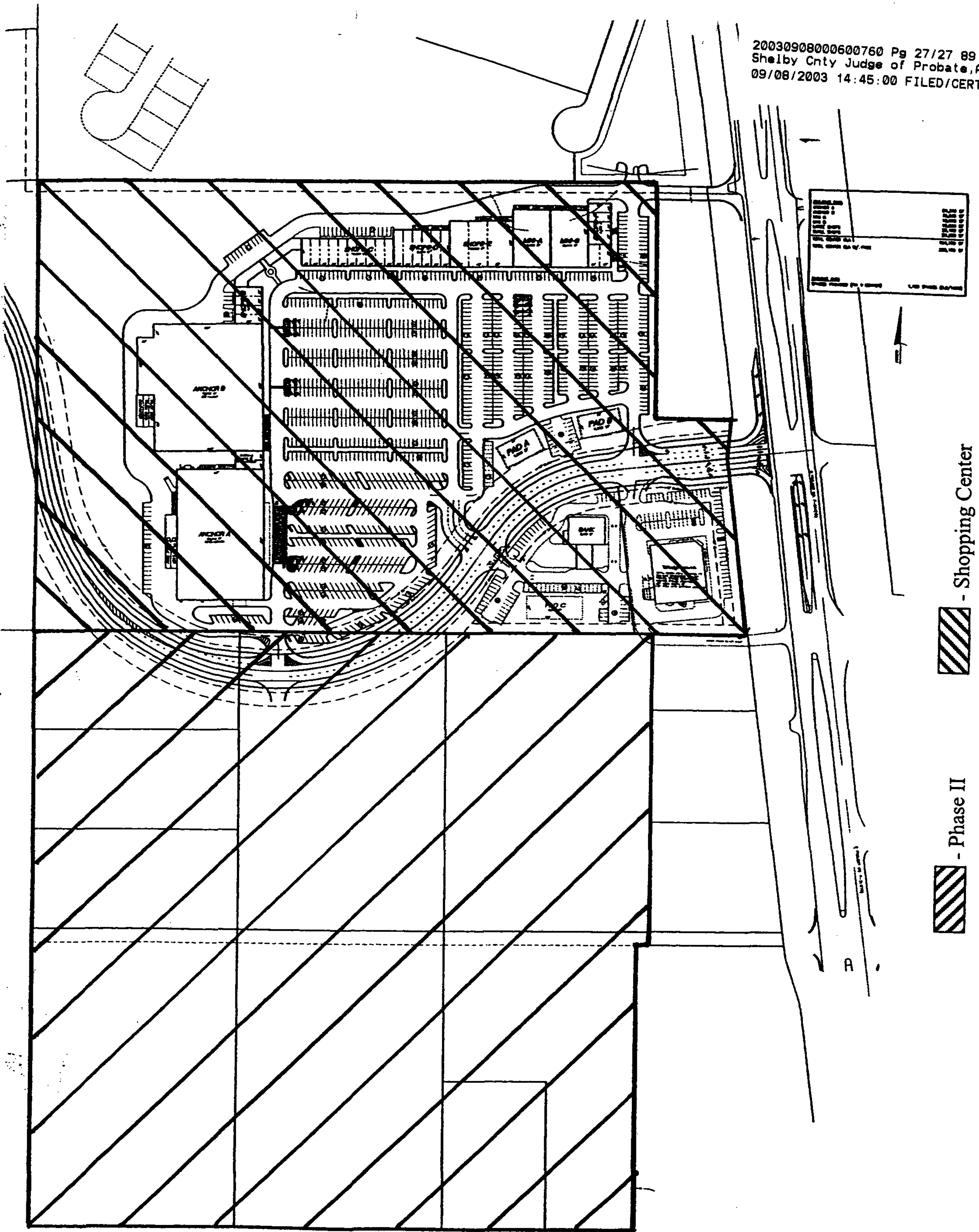
AND BRANCH REAL ESTATE, L.L.C. • 8701 LEE BRANCH LANE • GREENSBORO, NC 27409 • PHONE: 336-666-1000 • FAX: 336-666-1017

Site Plan

PLANNING/DESIGN/CONSTRUCTION

04/20/03





- Shopping Center

- Phase II