

**SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT
AGREEMENT**

THIS AGREEMENT, dated as of the **8th** day of **June 2004**, is executed by and among **Wells Fargo Bank, National Association** as lender ("Lender"), and **The TJX Companies, Inc.** as tenant ("Tenant"), who both agree as follows:

WITNESSETH

WHEREAS, Tenant is a party to a certain Lease, dated **June 27, 2003**, (hereinafter referred to as the "Lease") with **Cypress Equities Southeast, LLC**, as landlord (hereinafter referred to as "Landlord") covering certain premises more fully described in said Lease (hereinafter referred to as "Demised Premises") located at **Inverness Heights Market, 5025 Highway 280S, Suite 103, Birmingham, AL 35242**;

WHEREAS, Landlord is the owner and holder of Landlord's interest pursuant to the Lease;

WHEREAS, the Demised Premises are part of a shopping center located at **Inverness Heights Market, 5025 Highway 280S, Suite 103, Birmingham, AL 35242**, as described further in Exhibit A, a copy of which is attached hereto (hereinafter referred to as "Property");

WHEREAS, Lender is or intends to be the owner and holder of a Mortgage made or to be made by Landlord to Lender and encumbering the Property (hereinafter referred to as "Mortgage"); and

WHEREAS, Tenant and Lender desire to confirm their understanding with respect to the Lease and the Mortgage.

NOW THEREFORE, in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby mutually agree as follows:

1. Tenant and Lender hereby covenant and agree that the lien of, but not the terms and provisions of, the Lease shall be, and the same hereby is, made subordinate to the lien of, but not the terms and provisions of, the Mortgage and to all advances made thereunder;

2. In consideration of the agreements of Lender contained herein, Tenant agrees that if the holder of said Mortgage, or any person claiming under said holder, shall succeed to the interest of Landlord in said Lease, Tenant will recognize, and attorn to, said holder, or such other person claiming under said holder, as its landlord under the terms of said Lease;

3. In consideration of the agreements of Tenant contained herein, Lender consents to said Lease and agrees that, in the event of foreclosure or other right asserted under said Mortgage by the holder thereof, said Lease and the rights of Tenant thereunder shall continue in full force and effect and shall not be terminated or disturbed, except in accordance with the provisions of said Lease and the holder of such Mortgage or any person claiming thereunder shall be bound to Tenant under all of the terms, covenants and conditions of the Lease 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 Lease with the same force and effect as if the holder of such Mortgage or any person claiming thereunder were the Landlord under the Lease;

4. Lender and Tenant hereby acknowledge and represent to each other that the individuals executing this Agreement below are duly authorized by the Lender and Tenant respectively; and

5. This Agreement shall bind and inure to the benefit and burden of Lender and Tenant their respective successors, assigns and/or representatives, as their interests may appear from time to time.

Cahaba Title, Inc.

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

WITNESS:

LENDER

Wells Fargo Bank, National Association

Gayle Maffones

Name Michael P. Lane
Title Vice President

WITNESSES AS TO BOTH:

TENANT

The TJX Companies, Inc.

Beverly J. Kennedy

By: Jay H. Meltzer
Its: Senior Vice President and Secretary

Karen McInerney

By: Mary B. Reynolds
Its: Vice President Finance-Treasurer

LENDER'S ACKNOWLEDGMENT

STATE OF Missouri)
) SS.
CITY/COUNTY OF St. Louis)

The foregoing instrument was acknowledged before me this
24th day of June, 2004 by Michael P. Love and
Vice President on behalf of Wells Fargo Bank, NA

Trisha Wolfe

Notary Public

My Commission Expires: 11/25/05

TENANT'S ACKNOWLEDGEMENT

COMMONWEALTH OF MASSACHUSETTS)
) SS.
COUNTY OF MIDDLESEX)

The foregoing instrument was acknowledged before me this 10th day of
June, 2004 by Jay H. Meltzer, Senior Vice President and Secretary, and Mary B.
Reynolds, Vice President Finance-Treasurer, of The TJX Companies, Inc., on behalf of the
corporation.

Kathleen M. Aurelio

Notary Public

My Commission Expires:



KATHLEEN M. AURELIO
Notary Public
Commonwealth of Massachusetts
My Commission Expires
March 13, 2009

SCHEDULE A

DESCRIPTION OF SHOPPING CENTER AND DEMISED PREMISES

The Demised Premises consist of a one-story building, to be constructed by Landlord as herein provided, and contain thirty thousand (30,000) square feet of floor area having a frontage and width of one hundred fifty (150) feet and other dimension as shown upon the plan attached hereto ("the Lease Plan"), and are a portion of the premises within the Shopping Center referred to hereinbelow labeled Area A on the Lease Plan. The façade of the Demised Premises will be a minimum of forty (40) feet. The Lease Plan shall not be modified in any way (except for de minimus changes) without Tenant's consent, which may be withheld at Tenant's sole and absolute discretion. In addition, Tenant shall have the exclusive right to use certain service areas adjacent to the Demised Premises which contain an exterior loading dock and trash storage area for Tenant's delivery and removal activities and for Tenant's compactor, dumpster and/or trash receptacles. It is expressly understood and agreed that said service areas shall not be included in computing minimum rent pursuant to Section 5.1 of the lease or Tenant's Fraction or Tenant's Portion (defined in Section 6.1) for purposes of Article VI and Paragraph 10 of Schedule B or for purposes of calculating or other charges due under this Lease. If after completion of Landlord's Construction Work the Demised Premises shall contain less than the floor area required above then, in addition to all other remedies of Tenant, as a result thereof, the minimum rent payable by Tenant pursuant to Section 5.1 shall be reduced proportionately. Notwithstanding anything to the contrary contained in this lease, in no event shall minimum rent or charges due under this lease be based on the Demised Premises containing more than thirty thousand (30,000) square feet. Landlord agrees that the name of the Shopping Center shall not contain the trade name of any business operated in the Shopping Center.

The Demised Premises are situated within the so-called Cahaba Heights Market Shopping Center, to be constructed by Landlord as herein provided, at the northeast corner of the intersection of US Highway 280 and Cahaba Beach Road/Valleydale Road (herein collectively referred to as "the Main Streets") in Hoover, Alabama. The Shopping Center is the land, together with the buildings and other structures from time to time thereon, shown on the Lease Plan, and is more particularly described as follows:

Description of the Shopping Center:

Proposed Lot 1 of Cypress Equities Addition, an addition to the City of Hoover, according to the plat recorded in _____, Page _____ of the Plat Records of Shelby County, Alabama.

A parcel of land situated in the Northeast one-quarter of the Southeast one-quarter of Section 36, Township 18 South, Range 2 West and the Northwest one-quarter of the Southwest one-quarter of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Northwest corner of the Northwest one-quarter of the Southwest one-quarter of Section 31, Township 18 South, Range 1 West and run in a Southerly direction along the west line for a distance of 165.34 feet; thence turn an exterior angle of 90 degrees 17 minutes 26 seconds to the right and run in an Easterly direction for a distance of 419.70 feet; thence turn an interior angle of 75 degrees 55 minutes 04 seconds to the left and run in a Southwesterly direction for a distance of 483.03 feet; thence turn an exterior angle of 165 degrees 36 minutes 34 seconds to the right and run in a Southerly direction for a distance of 152.38 feet; thence turn an interior angle of 90 degrees 00 minutes 00 seconds to the left and run in a Westerly direction for a distance 251.13 feet; thence turn an exterior angle of 103 degrees 37 minutes 16 seconds to the right and run in a Southwesterly direction for a distance of 138.35 feet; thence turn an exterior angle of 194 degrees 10 minutes 07 seconds to the right and run in a Southwesterly direction for a distance of 266.47 feet to a point on a curve to the right, said curve having a radius of 3124.05 feet, a central angle of 00 degrees 44 minutes 02 seconds, an interior angle of 88 degrees 33 minutes 51 seconds to the left to chord for a chord distance of 40.01 feet; thence run along arc of said curve for a distance of 40.01 feet; thence turn an interior angle of 91 degrees 26 minutes 09 seconds to the left from chord and run in a Northeasterly direction for a distance of 189.66 feet; thence turn an exterior angle of 135 degrees 00 minutes 00 seconds to the right and run in a Northwesterly direction for a distance of 46.45 feet; thence turn an exterior angle of 135 degrees 00 minutes 00 seconds to the right and run in a Northwesterly direction for a distance of 673.90 feet; thence turn an interior angle of 180 degrees 41 minutes 41 seconds to the left and run in a Northwesterly direction for a distance of 19.70 feet to a point on the Easternmost right of way line of Cahaba Beach Road; thence turn an interior angle of 89 degrees 49 minutes 43 seconds to the left and run in a Northeasterly direction along said right of way for a distance of 42.66 feet to the point of commencement of a non-tangent curve to the right, said curve having a radius of 1220.03 feet, a central angle of 12 degrees 22 minutes 05 seconds, an interior angle of 173 degrees 53 minutes 33 seconds to the left to chord for a chord distance of 262.85 feet; thence run along arc of said curve and along said right of way for a distance of 263.36 feet; thence turn an interior angle of 173 degrees 43 minutes 12 seconds to the left from chord and run in a Northeasterly direction along said right of way for a distance of 289.69 feet to

the point of commencement of a non-tangent curve to the left, said curve having a radius of 915.84 feet, a central angle of 10 degrees 04 minutes 28 seconds, an exterior angle of 174 degrees 57 minutes 52 seconds to the right to chord for a chord distance of 160.83 feet; thence run along arc of said curve and along said right of way for a distance of 161.03 feet to a point on the North line of the Northeast one-quarter of the Southeast one-quarter of Section 36, Township 18 South, Range 2 West; thence leaving said right of way, turn an interior angle of 122 degrees 20 minutes 33 seconds to the left from chord and run in an Easterly direction along the North line for 242.13 feet to the POINT OF BEGINNING. Said parcel contains 638,712 square feet or 14.66 acres more or less.