

This Instrument Prepared By:
Elene G. Garrison
Burr & Forman LLP
420 North 20th Street, Suite 3100
Birmingham, Alabama 35203


20041202000660980 Pg 1/10 7,898.50
Shelby Cnty Judge of Probate, AL
12/02/2004 15:11:00 FILED/CERTIFIED

STATE OF ALBAMA
COUNTY OF SHELBY

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, made and entered into this 25 day of October, 2004, by and between Colonial Realty Limited Partnership, a Delaware limited partnership ("Landlord"), and Amstar Entertainment, LLC, a Delaware limited liability company ("Tenant").

RECITALS

WHEREAS, Landlord and Tenant have entered into that certain lease agreement dated June 2, 2004 (the "Lease"); and

WHEREAS, Landlord and Tenant desire to enter into this Memorandum of Lease to set forth certain terms and conditions of the Lease.

WITNESSETH

NOW THEREFORE, for and in consideration of the rents reserved and agreed to be paid by Tenant, and of the covenants, agreements, conditions and understandings to be performed and observed by Tenant, all as more fully set out in the Lease, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant, intending to be legally bound, hereby set forth the following information with respect to the Lease:

1. Premises. Landlord hereby lets, leases and demises to Tenant certain premises (the "Premises"), which Premises are more particularly described in the Lease, and which are located in the Shopping Center known as Colonial Promenade, Alabaster, Shelby County, Alabama, which is more particularly described on **Exhibit "A-1"** attached hereto and incorporated herein by reference.
2. Term. The term of the Lease shall commence as set forth in the Lease and shall expire twenty (20) years after the Commencement Date as determined and defined by the provisions of the Lease.
3. Options. Tenant has an option to renew the Lease for four (4) terms of five (5) years each, on the same terms and conditions as stated in the Lease.
4. (Section 31.01) Tenant's Restriction. It is acknowledged by the parties hereto that part consideration for the leasing of the Premises to Tenant is payment of Percentage Rent based on Tenant's sales from the Premises. The parties therefore agree that in the event, during the entire term of the Lease, either Tenant or any person, firm, or corporation who or which controls or is controlled by Tenant, shall directly or indirectly, either individually or as a partner or stockholder or otherwise, own, operate, or become financially interested in any similar or competing business within the "film zone" or within a radius of five (5) miles from the outside boundary of the Shopping Center (which Tenant acknowledges is a reasonable area), then, in such event, the sales of any such business within the restricted radius which would be "Gross Sales" (as herein defined) if the sales had been conducted from the Premises, shall be included in the Gross Sales of Tenant, and the Percentage Rent hereunder shall be computed upon the aggregate of the Gross Sales from the Premises and such other business and shall be paid by Tenant to Landlord as additional rent.
5. (Section 31.02) Landlord's Radius Restriction. Landlord agrees that with respect to any property owned or controlled by Landlord within a radius of five (5) miles from the outside boundary of the Shopping Center, it shall not, directly or indirectly, either individually or as a partner or stockholder or otherwise, enter into any lease with any party, or sell any property to any party, without restricting such premises from being used as a motion picture theatre, such prohibition to be effective during the Term of the Lease for so long as Tenant is open and operating its theatre business in the entire Premises.
6. Exclusives. Sections 1.01D., 32.04, and 32.05 of the Lease, together with this Memorandum of Lease, the form of which is set forth in the Lease's **Exhibit "F"**, establish certain exclusive use rights and prohibited uses in respect to the Shopping Center, the terms of which are reprinted below:

1.01 D. PERMITTED USE: Only for the conduct of a multi-plex motion picture theatre having fourteen (14) or more screens with a maximum of 2,400 total seats for the presentation of first run, including re-release, motion pictures and for such other activities as are usual and customary from time to time for a majority of Tenant's theatres, and for no other purpose or use. Tenant is expressly prohibited from exhibiting, and agrees not to exhibit, any X Rated, NC-17 Rated, films. Tenant is expressly prohibited from selling for on or off-Premises consumption alcohol, distilled spirits, beer, malt beverage, wine or fortified wine or any other type of alcoholic beverages.

Notwithstanding the foregoing, in no event shall Tenant violate any of the use restrictions contained on **Exhibit "E"** attached hereto and made a part hereof or those set forth in the Easements with Covenants, Conditions and Restrictions between Landlord and Wal-Mart (the "ECR"), and the Easements with Covenants, Conditions and Restrictions between Landlord and McWhorter Properties (the ECR").

32.04 Tenant's Exclusive. During the Term and so long as the Premises are used as movie theatres showing first run and re-released films, and so long as Tenant is not in default under the terms and conditions contained in this Lease, Landlord, for itself and for its successors and assigns, agrees not to enter into any lease or allow any occupancy to be used for a motion picture theatre, it being the intention of the parties that Tenant shall have the exclusive right in the Shopping Center, as now or hereafter constituted, to operate and conduct such business in the Premises. It is agreed that this provision shall be considered null and void and of no further force and effect to the extent that this provision is prohibited by the Federal Trade Commission or by any federal, state or local law, but the parties expressly agree that in such event and within thirty (30) days of receipt of notice of any violation of state, federal or local law ordinance or regulation, the parties will in good faith renegotiate this provision to bring the same in accordance with applicable federal, state or local law, ordinance or regulation. In the event that any use is suffered or permitted by Landlord, its successors or assigns in violation of this provision for a period of thirty (30) days following written notice to Landlord from Tenant of such violation or conflicting use, Tenant shall be entitled to its remedies at law or at equity. Landlord, for itself and for its successors and assigns, agrees to permit Tenant to place a memorandum of this covenant in the official real estate records of the county in which the Premises are located, or at Landlord's option, in any memorandum of Lease.

32.05 Shopping Center Use Restrictions. The Shopping Center may be used for any lawful commercial purpose; provided, however, that no portion thereof (including without limitation the Premises or any portion thereof) shall be occupied or used, directly or indirectly, for any of the following: peep show store; head shop store; cathouse; any store or club in which individuals engage in the display of genitalia, or of female breasts, provided that the theatre shall only be required not to show X rated or NC-17 movies; bowling alley; skating rink; billiard room; bar (which shall be defined as a business selling alcoholic beverages for on-premises consumption which is not associated with a full service restaurant); ballroom; dance hall; discotheque; pawn shop; flea market; off-track betting facility; carnivals in the parking area; or any business using really loud speakers within the parking area. Additionally, Landlord agrees that: (i) with respect to the remainder of the Shopping Center outside of the Premises, Landlord shall not enter into any lease with any party, or sell any property to any party, without restricting such premises from being used as a motion picture theatre; and (ii) with respect to the portion of the Shopping Center which is within two hundred fifty feet (250') of the Premises, Landlord shall not enter into any lease with any party, or sell any property to any party, without restricting such premises from being used for the sale of popcorn, and prohibiting the placement of exterior kiosks which sell popcorn within such area. The restrictions contained in the foregoing sentence shall be effective during the Term of this Lease for so long as Tenant is open and operating its theatre business in the entire Premises. Landlord shall not allow the sidewalk area directly in front of the box office area of the Premises to be obstructed by tables, displays, or any other materials or obstacles.

EXHIBIT E USE RESTRICTIONS

No part of the Premises shall be occupied or used, directly or indirectly, for any of the following: peep show store; head shop store; cathouse; any store or club in which individuals engage in the display of genitalia, or of female breasts; bowling alley; skating rink; billiard room; bar (which shall be defined as a business selling alcoholic beverages for on-premises consumption which is not associated with a full service restaurant); ballroom; dance hall; discotheque; pawn shop; flea market; off-track betting facility; carnivals in the parking area; or any business using really loud speakers within the parking area.

No part of the Premises shall be used as a bank, savings and loan association, industrial savings bank, trust company, international bank agency, or representative office, credit union, branch banking facility, or financial services provider.

Tenant, its successors and assigns, shall not at any time operate within the Shopping Center any or all of the uses set forth in the recorded Easement with Covenants and Restrictions between Landlord, McWhorter Properties and Wal-Mart (the "ECR").

Additional Exclusives.

A. No tenant or occupant of the Shopping Center (other than Tenant and the Existing occupants herein defined) may use, and Landlord, if it has the capacity to do so, shall not permit any other tenant or occupant of the Shopping Center to use in excess of ten thousand (10,000) square feet of Leasable Floor Area of its premises for the Off Price Sale (as hereinafter defined) of merchandise. "Off Price Sale" shall mean the retail sale of merchandise on an every day basis at prices reduced from those charged by full price retailers, such as full price department stores; provided, however, this definition shall not prohibit sales events by a retailer at a price discounted from that retailer's every day price. (As of the Effective Date, examples of Off Price Sale retailers include such retailers as Marshall's, Nordstrom Rack, Goody's, Factory 2U, Burlington Coat, Steinmart, and Filene's Basement).

B. Landlord shall not lease, rent or occupy or permit any other premises in the Shopping Center or on any Related Land to be occupied, whether by a tenant, sublessee, assignee, licensee or other occupant or itself, for the sale, rental or distribution, either singly or in any combination, of items contained in any of the following respective categories of merchandise: (a) linens and domestics; (b) bathroom items (excluding plumbing

hardware); (c) housewares (excluding furniture, and major appliances or “white goods”); (d) frames and wall art (provided that a fine art gallery shall not be precluded); (e) window treatments; and/or (f) closet, shelving and storage items (which items, either singly or in any combination, are hereinafter referred to as the “Exclusive Items”. Notwithstanding the foregoing, any tenant or subtenant in the Shopping Center or the Related Land shall have the right to utilize its respective premises for the sale, rental and/or distribution of Exclusive Items within an aggregate area (which shall include an allocable portion of the aisle space adjacent to such sales, rental and/or distribution area) not to exceed the lesser of (x) five percent (5%) of the Floor Area of such tenant’s or subtenant’s premises, or (y) two thousand (2,000) square feet of Floor Area within such tenant’s or subtenant’s premises. For example only, a tenant occupying premises containing a total of five thousand (5,000) square feet of Floor Area could sell Exclusive Items (either singly or in any combination) so long as the aggregate area within its entire demised premises in which any and all Exclusive Items are sold shall not exceed two hundred fifty (250) square feet.

C. Landlord agrees that, during the term of this Lease, no other premises in the Shopping Center, but excluding Wal-Mart, Ross, Kohl’s, T.J. Maxx (and Belk) or a substitute retailer (defined in Section 13.5) therefor; shall at any time contain more than ten thousand (10,000) square feet of floor area therein used or occupied for, or devoted to, the sale of display of apparel (as defined by the trade from time to time), including in the computation of such floor area one-half (1/2) of all floor area in any aisles, corridors or similar spaces adjacent to or abutting any racks, gondolas, shelves, cabinets, counters or other fixtures or equipment containing or used for the sale of display of apparel, except for the incidental sale of apparel from not more than fifteen percent (15%) of the floor area of such premises (the “Tenant Exclusive”). Notwithstanding the foregoing, Landlord may lease space to not more than four (4) occupants of space within the Shopping Center which contain more than ten thousand (10,000) square feet of floor area (other than the Premises) each therein used or occupied for, or devoted to the sale or display of apparel.

7. This Memorandum of Lease is subject to all of the terms, conditions and understandings set forth in the Lease between Landlord and Tenant, which agreement is incorporated herein by reference and made a part hereof, as though copied verbatim herein. In the event of a conflict between the terms and conditions of this Memorandum of Lease and the terms and conditions of the actual Lease, the terms and conditions of the Lease shall prevail.

8. Notwithstanding any provision of the Lease seemingly to the contrary, Tenant shall never, under any circumstances, have the power to subject the interest of Landlord in the Premises or the Shopping Center to any mechanics’ or materialmen’s liens of any kind.

9. It is specifically provided that neither Tenant nor anyone claiming by, through or under Tenant, including, but not limited to, contractors, subcontractors, materialmen, or mechanics shall have the power to place mechanics’ or materialmen’s liens of any kind whatsoever upon Landlord’s interest in the Premises, the Shopping Center or improvements thereon, any such liens are hereby specifically prohibited. All parties with whom Tenant may deal shall be put on notice, by the recordation of this Memorandum of Lease, that Tenant has no power to subject Landlord’s interest to any mechanics’ or materialmen’s lien of any kind or character, and all such persons so dealing with Tenant must look solely to the credit of Tenant, and not Landlord’s interest or assets.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Lease to be duly executed as of the day and year first above written.

TENANT:
AMSTAR ENTERTAINMENT, LLC, a Delaware limited liability company

Audrey Colson
WITNESS

AUDREY COLSON
PRINT NAME

Kathy White
WITNESS

Kathy White
PRINT NAME

By: Stephen L. Colson, Sr.
ITS: President and CEO

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned Notary Public, in and for said County do certify that by **Stephen L. Colson, Sr.**, whose name as President and CEO for and on behalf of AMSTAR ENTERTAINMENT, LLC, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, being informed of the contents of the instrument, he as such officer and with full authority, executed the same for and as the act of said limited liability company.

Given under my hand and official seal this 25 day of October, 2004.

Deborah H. McMurtrie
Notary Public
My Commission Expires: 8-7-07

(Notary Seal)

LANDLORD:

COLONIAL REALTY LIMITED PARTNERSHIP,
a Delaware limited partnership

By: Colonial Properties Trust
an Alabama real estate trust
Its: General Partner

By: Charles Light
Charles Light
Its: Executive Vice President - Retail Division

Susan Dixon
WITNESS

Susan Dixon
PRINT NAME

Lindy Lowery
WITNESS

Lindy Lowery
PRINT NAME

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **CHARLES LIGHT**, whose name as Executive Vice President - Retail Division of Colonial Properties Trust, an Alabama Real Estate Investment Trust, as the General Partner of Colonial Realty Limited Partnership, a Delaware limited partnership, is signed to the foregoing document, and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said Real Estate Investment Trust, acting in its capacity as General Partner as aforesaid.

Given under my hand and official seal this 22 day of October, 2004.

Martha H. Thomas
Notary Public
My Commission Expires: 3-20-07

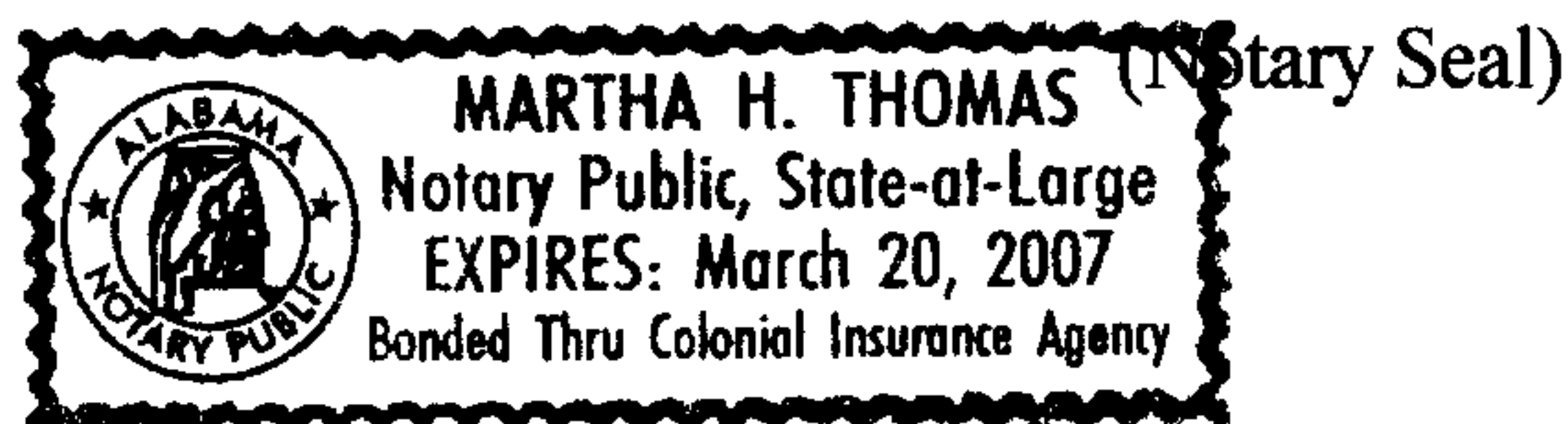


EXHIBIT "A-1"
LEGAL DESCRIPTION OF THE SHOPPING CENTER

OVERALL SHOPPING CENTER

PARCEL I
LEGAL DESCRIPTION

A parcel of land situated in the Northeast 1/4, the Southeast 1/4 and the Southwest 1/4 of Section 1, Township 21 South, Range 3 West, Shelby County, Alabama being more particularly described as follows:

Commence at the Southeast corner of Section 1, Township 21 South, Range 3 West; thence in a Westerly direction along the South line of said Section 1 a distance of 2055.82 feet to a point at the intersection of said Section line and the Westerly Right-of-Way line of Interstate Drive, said point being the POINT OF BEGINNING of the parcel described herein; thence continue in a Westerly direction along the South line of said Section 1 (leaving said Interstate Drive Right-of-Way) a distance of 282.10 feet to a point on the Northeasterly Right-of-Way line of U.S. Highway No. 31; thence $37^{\circ}21'23''$ to the right in a Northwesterly direction along the Northeasterly Right-of-Way line of said U.S. Highway No. 31 a distance of 240.61 feet to a concrete Right-of-Way monument; thence $1^{\circ}35'30''$ to the left in a Northwesterly direction along said Right-of-Way line a distance of 499.72 feet to a concrete Right-of-Way monument at the intersection of said Right-of-Way line and the Easterly Right-of-Way line of Interstate Highway No. 65; thence $28^{\circ}21'35''$ to the right in a Northwesterly direction along the Easterly Right-of-Way line of said Interstate Highway No. 65 a distance of 162.31 feet to a concrete Right-of-Way monument; thence $27^{\circ}44'36''$ to the right in a Northerly direction along said Right-of-Way line a distance of 630.36 feet to a concrete Right-of-Way monument; thence $12^{\circ}13'40''$ to the right in a Northerly direction along said Right-of-Way line a distance of 572.42 feet to a concrete Right-of-Way monument; thence $13^{\circ}28'52''$ to the right in a Northeasterly direction along said Right-of-Way line a distance of 1591.01 feet to a concrete Right-of-Way monument; thence $30^{\circ}35'37''$ to the right in a Northeasterly direction along said Right-of-Way line a distance of 173.96 feet to a point; thence $30^{\circ}30'08''$ to the left in a Northeasterly direction along said Right-of-Way line a distance of 552.94 feet to a point; thence $84^{\circ}23'49''$ to the right (leaving said Right-of-Way line) in a Southeasterly direction a distance of 881.93 feet to a point; thence $90^{\circ}00'$ to the right in a Southwesterly direction a distance of 100.12 feet to the P.C. (point of curve) of a curve to the left having a radius of 55.00 feet and a central angle of $18^{\circ}26'06''$; thence in a Southwesterly and Southerly direction along the arc of said curve a distance of 17.70 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southerly direction a distance of 82.97 feet to the P.C. (point of curve) of a curve to the right having a radius of 105.00 feet and a central angle of $18^{\circ}26'06''$; thence in a Southerly and Southwesterly direction along the arc of said curve a distance of 33.78 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southwesterly direction a distance of 114.90 feet to the P.C. (point of curve) of a curve to the right having a radius of 105.00 feet and a central angle of $18^{\circ}26'06''$; thence in a Southwesterly direction along the arc of said curve a distance of 33.78 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southwesterly direction a distance of 82.97 feet to the P.C. (point of curve) of a curve to the left having a radius of 55.00 feet and a central angle of $18^{\circ}26'06''$; thence in a Southwesterly direction along the arc of said curve a distance of 17.70 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southwesterly direction a distance of 364.19 feet to the P.C. (point of curve) of a curve to the left having a radius of 55.00 feet and a central angle of $87^{\circ}26'32''$; thence in a Southwesterly, Southerly and Southeasterly direction along the arc of said curve a distance of 83.94 feet to the P.R.C. (point of

reverse curve) of a curve to the right having a radius of 72.00 feet and a central angle of $118^{\circ}23'41''$; thence in a Southeasterly, Southerly and Southwesterly direction along the arc of said curve a distance of 148.78 feet to the P.R.C. (point of reverse curve) of a curve to the left having a radius of 45.00 feet and a central angle of $30^{\circ}57'07''$; thence in a Southwesterly direction along the arc of said curve a distance of 24.31 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southwesterly direction a distance of 307.13 feet to the P.C. (point of curve) of a curve to the left having a radius of 45.00 feet and a central angle of $40^{\circ}14'52''$; thence in a Southwesterly and Southerly direction along the arc of said curve a distance of 31.61 feet to the P.R.C. (point of reverse curve) of a curve to the right having a radius of 72.00 feet and a central angle of $80^{\circ}29'58''$; thence in a Southerly and Southwesterly direction along the arc of said curve a distance of 101.16 feet to the P.R.C. (point of reverse curve) of a curve to the left having a radius of 45.00 feet and a central angle of $40^{\circ}15'09''$; thence in a Southwesterly direction along the arc of said curve a distance of 31.61 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southwesterly direction a distance of 263.14 feet to a point; thence $90^{\circ}00'00''$ to the right in a Northwesterly direction a distance of 196.66 feet to a point; thence $95^{\circ}00'00''$ to the left in a Southwesterly direction a distance of 111.29 feet to the P.C. (point of curve) of a curve to the left having a radius of 60.00 feet and a central angle of $70^{\circ}36'50''$; thence in a Southwesterly, Southerly and Southeasterly direction along the arc of said curve a distance of 73.95 feet to the P.R.C. (point of reverse curve) of a curve to the right having a radius of 70.00 feet and a central angle of $96^{\circ}14'51''$; thence in a Southeasterly, Southerly and Southwesterly direction along the arc of said curve a distance of 117.59 feet to the P.R.C. (point of reverse curve) of a curve to the left having a radius of 60.00 feet and a central angle of $50^{\circ}38'01''$; thence in a Southwesterly and Southerly direction along the arc of said curve a distance of 53.02 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southerly direction a distance of 320.64 feet to the P.C. (point of curve) of a curve to the right having a radius of 65.00 feet and a central angle of $43^{\circ}14'23''$; thence in a Southerly and Southwesterly direction along the arc of said curve a distance of 49.05 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southwesterly direction a distance of 20.06 feet to the P.C. (point of curve) of a curve to the left having a radius of 55.00 feet and a central angle of $48^{\circ}14'23''$; thence in a Southwesterly and Southerly direction along the arc of said curve a distance of 46.31 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southerly direction a distance of 578.42 feet to a point; thence $93^{\circ}42'51''$ to the right in a Westerly direction a distance of 491.10 feet to the P.C. (point of curve) of a curve to the left having a radius of 25.00 feet and a central angle of $86^{\circ}31'11''$; thence in a Westerly, Southwesterly and Southerly direction along the arc of said curve a distance of 37.75 feet to the P.T. (point of tangent) of said curve, said point lying on the Easterly Right-of-Way line of Interstate Drive; thence $90^{\circ}00'$ to the right in a Westerly direction (leaving said Easterly Right-of-Way line) a distance of 80.00 feet to a point on the Westerly Right-of-Way line of said Interstate Drive; thence $90^{\circ}00'$ to the left in a Southerly direction along the Westerly Right-of-Way line of said Interstate Drive a distance of 74.94 feet to a point on the Northeasterly line of a 100 foot Alabama Power Company Right-of-Way; thence $153^{\circ}08'27''$ to the right in a Northwesterly direction along the Westerly Right-of-Way line of said Interstate Drive and the Northeasterly line of said Alabama Power Company Right-of-Way a distance of 22.13 feet to a point; thence $153^{\circ}08'27''$ to the left in a Southerly direction (leaving the Northeasterly line of said 100 foot Alabama Power Company Right-of-Way) along the Westerly Right-of-Way line of said Interstate Drive a distance of 364.54 feet to the POINT OF BEGINNING.

Parcel I containing 97.555 Acres.

Excepted parcel containing 0.340 Acre.

Parcel I minus excepted parcel containing 97.215 Acres.

**LESS AND EXCEPT PARCEL
LEGAL DESCRIPTION**

A portion of Interstate Drive Right-of-Way situated in the Southwest 1/4 of the Southeast 1/4 of Section 1, Township 21 South, Range 3 West, Shelby County, Alabama being more particularly described as follows:

Commence at the Southeast corner of Section 1, Township 21 South, Range 3 West; thence in a Westerly direction along the South line of said Section 1 a distance of 2055.82 feet to a point at the intersection of said Section line and the Westerly Right-of-Way line of Interstate Drive, thence $84^{\circ}15'29''$ to the right in a Northerly direction along said Right-of-Way line a distance of 364.54 feet to a point on the Northeasterly line of a 100 foot Alabama Power Company Right-of-Way; thence $153^{\circ}08'27''$ to the right in a Southeasterly direction along the Westerly Right-of-Way line of said Interstate Drive and the Northeasterly line of said Alabama Power Company Right-of-Way a distance of 22.13 feet to a point; thence $153^{\circ}08'27''$ to the left in a Northerly direction (leaving the Northeasterly line of said 100 foot Alabama Power Company Right-of-Way) along the Westerly Right-of-Way line of said Interstate Drive a distance of 74.94 feet to the POINT OF BEGINNING of the parcel described herein; thence continue along the last described course and along the Westerly Right-of-Way line of said Interstate Drive a distance of 319.21 feet to the P.C. (point of curve) of a curve to the right having a radius of 994.93 feet and a central angle of $2^{\circ}25'41''$; thence in a Northerly direction along the arc of said curve and along the Westerly Right-of-Way line of said Interstate Drive a distance of 42.16 feet to a point, said point lying on a curve to the right having a radius of 1600.00 feet and a central angle of $9^{\circ}18'27''$; thence $162^{\circ}47'29''$ to the right (angle measured from tangent to tangent) in a Southeasterly and Southerly direction along the arc of said curve (leaving the Westerly Right-of-Way line of said Interstate Drive) a distance of 259.92 feet to the P.R.C. (point of reverse curve) of a curve to the left having a radius of 25.00 feet and a central angle of $88^{\circ}00'27''$; thence in a Southerly, Southeasterly and Easterly direction along the arc of said curve a distance of 38.40 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in an Easterly direction a distance of 7.07 feet to a point on the Easterly Right-of-Way line of Interstate Drive ; thence $93^{\circ}28'49''$ to the right in a Southerly direction along the Easterly Right-of-Way line of said Interstate Drive a distance of 83.64 feet to a point; thence 90° to the right in a Westerly direction (leaving the easterly Right-of-Way line of said Interstate Drive) a distance of 80.00 feet to the POINT OF BEGINNING.

Containing 14,802 Square Feet or 0.340 Acre.

**PARCEL II
LEGAL DESCRIPTION**

A parcel of land situated in the Northwest 1/4 of the Northeast 1/4 of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama being more particularly described as follows:

Commence at the Northeast corner of Section 12, Township 21 South, Range 3 West; thence in a Westerly direction along the North line of said Section 12 a distance of 2055.82 feet to a point at the intersection of said Section line and the Westerly Right-of-Way line of Interstate Drive, said point being the POINT OF BEGINNING of the parcel described herein; thence $95^{\circ}44'31''$ to the left in a Southerly direction along said Right-of-Way line a distance of 26.81 feet to a point; thence 90° to the right in a Westerly direction along said Right-of-Way line a distance of 20.00 feet to the P.C. (point of curve) of a curve to the right having a radius of 236.40 feet and a central angle of $51^{\circ}30'00''$; thence 90° to the left (angle measured to tangent) in a Southerly and Southwesterly direction along the arc of said curve and along said Right-of-Way line a distance of 212.48 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southwesterly direction along said Right-of-Way line a distance of 5.64 feet to a point at the intersection of said Right-of-Way line and the Northeasterly Right-of-Way line of U.S. Highway No. 31, said point lying on a curve to the left having a radius of 2391.83 feet and a central angle of $0^{\circ}51'45''$; thence $89^{\circ}07'45''$ to the right (angle measured to tangent) in a Northwesterly direction along the arc of said curve and along said U.S. Highway No. 31 Right-of-Way line a distance of 36.01 feet to a concrete Right-of-Way monument at the end of said curve; thence $11^{\circ}28'57''$ to the right (angle measured to tangent) in a Northwesterly direction along said Right-of-Way line a distance of 125.19 feet to a point; thence $45^{\circ}33'51''$ to the right in a Northeasterly direction (leaving said Right-of-Way line) a distance of 99.06 feet to a point on the North line of Said section 12; thence $78^{\circ}55'43''$ to the right in an Easterly direction a distance of 169.10 feet to the POINT OF BEGINNING.

Containing 28,560 Square Feet or 0.656 Acre.

**PARCEL III
LEGAL DESCRIPTION**

A parcel of land situated in the Northwest 1/4 of the Northeast 1/4 of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama being more particularly described as follows:

Commence at the Northeast corner of Section 12, Township 21 South, Range 3 West; thence in a Westerly direction along the North line of said Section 12 a distance of 2224.92 feet to the POINT OF BEGINNING of the parcel described herein; thence $78^{\circ}55'33''$ to the left in a Southerly direction a distance of 99.06 to a point on the Northeasterly Right-of-Way line of U.S. Highway No. 31; thence $134^{\circ}26'09''$ to the right in a Northwesterly direction along said Right-of-Way line a distance of 65.00 feet to a concrete Right-of-Way monument; thence $18^{\circ}09'03''$ to the left in a Northwesterly direction along said Right-of-Way line a distance of 71.92 feet to a point at the intersection of said Right-of-Way line and the North line of said Section 12; thence $142^{\circ}38'37''$ to the right in an Easterly direction along said Section line (leaving said Right-of-

Way) a distance of 113.00 feet to the POINT OF BEGINNING.

Containing 4,764 Square Feet or 0.109 Acre.

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