

*This instrument prepared by
(and after recording return to):*

Kelly Worman, Esq.

Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C.

211 Commerce St., Suite 1000

Nashville, Tennessee 37201



20091216000461140 1/19 \$6963.50
Shelby Cnty Judge of Probate, AL
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Shelby County, AL 12/16/2009

State of Alabama

Deed Tax : \$6898.50

MEMORANDUM OF LEASE

FOR RECORDER'S USE ONLY

THIS MEMORANDUM OF LEASE is made and entered into as of the 15th day of December, 2009, by and between Chelsea Crossroads, L.L.C., an Alabama limited liability company (hereinafter referred to as "Landlord") and Publix Alabama, LLC, an Alabama limited liability company (hereinafter referred to as "Tenant"), with reference to the following facts:

A. Landlord and Tenant have entered into a certain lease agreement (hereinafter referred to as the "Original Lease") dated July 7 2009, as amended by that certain First Amendment to Lease Agreement (the "First Amendment") of even date herewith (the Original Lease, as amended by the First Amendment, hereinafter referred to as the "Lease"); and

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

NOW, THEREFORE, for and in consideration of the sum of ONE AND NO/100 DOLLAR (\$1.00) in hand paid by Landlord and Tenant, each to the other, and other 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:

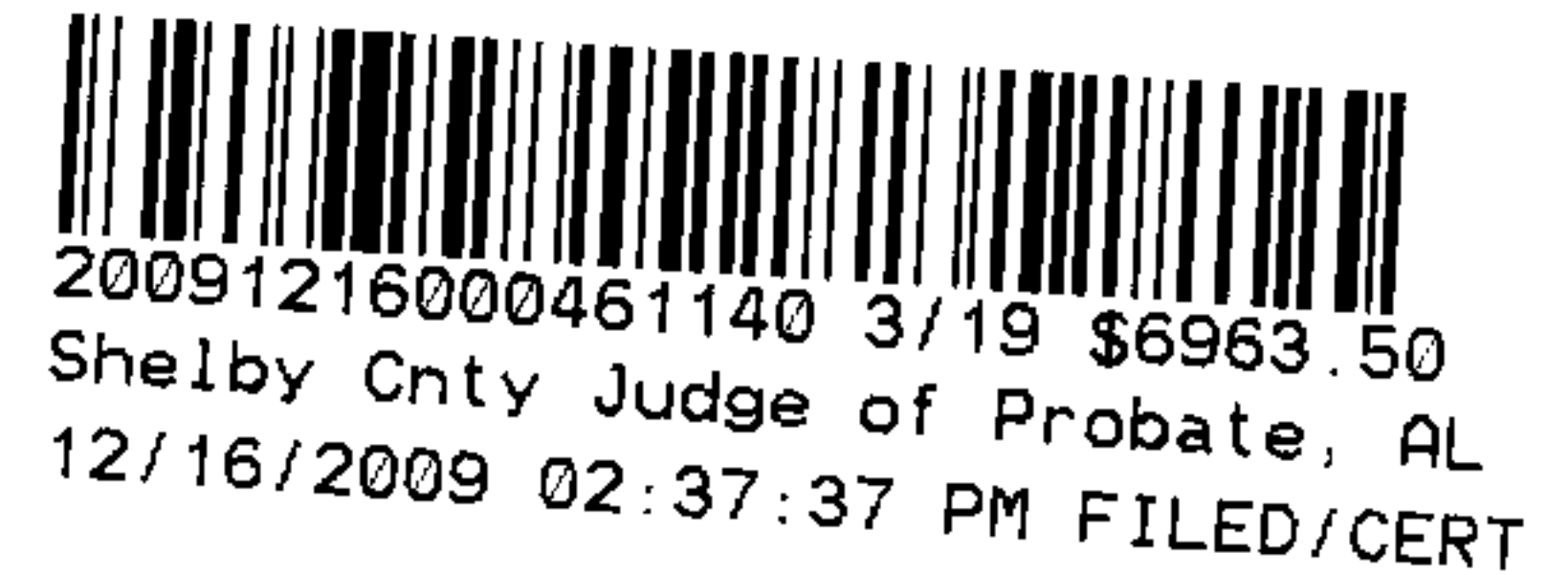
1. Landlord. The name and address of Landlord are as follows:

Chelsea Crossroads, L.L.C.
2858 Pelham Parkway
Pelham, Alabama 35124
Attention: Steve Issis

2. Tenant. The name and address of Tenant are as follows:

Publix Alabama, LLC
c/o Publix Super Markets, Inc.
Real Estate
3300 Publix Corporate Parkway
Lakeland, Florida 33811
ATTN: John Frazier, Vice President Real Estate

3. Date of Lease. The Lease is dated as of the 7th day of July, 2009.
4. Commencement Date. The Commencement Date shall be the date which is forty-five (45) days after the date on which construction of the Premises, Common Area, and grading of the Outparcels shall have been completed as contemplated by Paragraph 7.07(a) of the Lease, entitled "Completion of Construction of the Premises and the Common Area and Grading of the Outparcels;" provided, however, if the date on which construction of the Premises, Common Area, and grading of the Outparcels shall have been completed occurs during the period commencing on November 1 and ending January 2, then the Commencement Date shall be extended to February 16; and further provided, if Tenant elects to open the Premises for business with the public prior to a date on which the Commencement Date would occur pursuant to Paragraph 1.03 of the Lease, then the Commencement Date shall be deemed to have occurred effective as of the date Tenant opens the Premises for business with the public.
5. Term. The term of the Lease shall consist of the following:
- (a) Initial Period. An initial period of twenty (20) years beginning on the Commencement Date and ending twenty (20) years from the first day of the calendar month immediately succeeding the Commencement Date; and
- (b) Extension Periods. Tenant may, at its option, extend the Term beyond the initial period of twenty (20) years for eight (8) successive periods of five (5) years each upon the same terms and conditions contained in the Lease.
6. Premises. The Premises consist of: (i) a Storeroom containing 45,600 square feet of interior ground floor area, (ii) the Sidewalk Area, and (iii) the Service Area, which Premises are substantially depicted and so designated and outlined in red on the Site Plan attached hereto as **Exhibit "A"** and by reference thereto incorporated herein.
7. Shopping Center Tract. That certain tract of real property, excluding the Outparcels, as depicted on the Site Plan, and being more particularly described in **Exhibit "B"**, attached hereto and by this reference incorporated herein
8. Shopping Center. The Shopping Center consists of the Shopping Center Tract and the Outparcels, together with those buildings and Common Area improvements constructed from time to time on the Shopping Center Tract and the Outparcels, as such buildings and improvements are depicted on the Site Plan. The Shopping Center shall at all times during the Term be known as "Chelsea Crossroads".
9. Outparcels. Outparcels designated "Outparcel 1", "Outparcel 2", "Outparcel 3", "Outparcel 4", and "Outparcel 5", as depicted and so designated on the Site Plan, and being more particularly described in **Exhibit "B-1"** attached hereto and incorporated herein, each of which may be referred to individually as an "Outparcel". If on the date of the Lease Outparcels are neither depicted or designated on the Site Plan nor described in Exhibit "B-1", then the term "Outparcels" or "Outparcel" shall be deemed to refer collectively or individually, as the case may be, to any Outparcels which may be created subsequent to the date of the Lease in accordance with the terms and provisions of the Lease.
10. Exclusive Uses. Article 16 of the Lease establishes certain exclusive use rights and prohibited use in respect to the Shopping Center, which Article 16 is hereinafter reprinted.



16.01 Permitted Uses. Tenant shall have the right to use and occupy the Premises for any lawful purpose.

16.02 Exclusive Uses.

(a) Exclusive Uses. Landlord covenants and agrees that during the Term, Tenant shall have the exclusive right within the Shopping Center Tract and Outparcels to, either directly or indirectly via remote distribution (e.g., ordering, processing, or delivery by internet, mail order, etc.): (i) engage in the retail sale of groceries and other products typically offered for sale in a grocery supermarket; (ii) operate a grocery supermarket, bakery, delicatessen, and/or fish market; (iii) sell drugs or other products which are required by law to be dispensed by a registered pharmacist, even though such pharmacist may not be required to be present for delivery of such products; and (iv) engage in retail sales of items of food for "off-premises" consumption.

(b) Exceptions to Exclusive Uses. The terms and provisions of Paragraph 16.02(a) of the Lease, entitled "Exclusive Uses", to the contrary notwithstanding, occupants of the Shopping Center, as well as occupants of adjacent property which may otherwise be restricted pursuant to the terms and provisions of Paragraph 18.02 of the Lease, entitled "Adjacent Property Restrictions", shall not be prohibited from engaging in the operation of: (i) a sit down restaurant offering prepared ready-to-eat food items for consumption either on or off the premises; (ii) a delicatessen or sandwich shop type restaurant (but not a bakery) which offers take out service as an incidental part of its restaurant operation, provided that at least seventy percent (70%) of the Leasable Floor Area of such restaurant (exclusive of kitchen or food preparation area) is utilized for seated dining purposes; (iii) a health food store or nutrition center, provided that the Leasable Floor Area devoted to such health food store or nutrition center shall not exceed 1,600 square feet, ice cream parlor or frozen yogurt store, franchise doughnut shop (equivalent to a Dunkin' Donut or Krispy Kreme operation), bagel shop, candy store, or a pickup or delivery outlet (such as pizza or Chinese delivery), all of which may offer the sale of food items for consumption on or off the premises; (iv) a combination gas station and convenience food store operation, provided that the Leasable Floor Area devoted to the sale of food and beverage products shall not exceed 2,000 square feet; PROVIDED, HOWEVER, the foregoing exception (iv) shall not permit a gas station/convenience food store that is owned by, operated by or controlled by another grocery supermarket entity or general merchandise retailer that also operates grocery supermarkets (such as Walmart), such entity's parent company or its subsidiaries or affiliates, and which gas station and convenience store operation is identified on the premises with such grocery supermarket name or the name under which such general merchandise retailer operates its grocery supermarkets within the State in which the Premises is located; (v) a video rental or sale store (similar to a Blockbuster Video) which may offer the sale of items normally sold by movie theaters (i.e., popcorn or candy) for consumption off the premises; (vi) the retail sale of groceries and other products typically sold in a grocery supermarket (exclusive of perishable goods typically sold in a grocery supermarket) by any tenant or occupant of premises of the Shopping Center (other than Tenant, an entity in which Tenant owns a legal or beneficial interest, or an entity which owns a legal or beneficial interest in Tenant) consisting of not more than an aggregate of 2,000 square feet of Leasable Floor Area, but only to the extent the sale of such groceries and other products typically sold in a grocery supermarket constitute an ancillary, and not primary, use by such tenant of its premises, and the Leasable Floor Area of such premises devoted to the sale

thereof shall not exceed ten percent (10%) of the Leasable Floor Area of such premises devoted to retail sales area (as opposed to office, storage, or other uses); (vii) a quick serve restaurant, which may have a drive-through (by way of example only, Zaxby's, McDonald's, Chick-fil-A, or similar operations); or (viii) a coffee shop (equivalent to a Starbucks or Caribou Coffee) selling bakery items as an incidental part of its business).

16.03 Prohibited Uses.

(a) Unlawful or Nuisance Use. Tenant hereby covenants and agrees that it will not use the Premises for any unlawful purpose, including any use which would constitute an unlawful nuisance to adjoining tenants in the Shopping Center.

(b) Specific Prohibited Uses. Landlord hereby covenants and agrees that no other premises in the Shopping Center, Outparcels, or adjacent property which may otherwise be restricted pursuant to the terms and provisions of Paragraph 18.02 of the Lease, entitled "Adjacent Property Restrictions", shall be used for the following "prohibited uses": any unlawful purpose, or in any way which would constitute a legal nuisance to adjoining tenants in the Shopping Center; dry cleaning plant; cinema or theater; skating rink; bowling alley; discotheque; dance hall; nightclub; amusement gallery; pool room; health spa; adult entertainment facility; gymnasium; massage parlor; adult book store; pin ball or electronic game room; a so-called "head shop"; funeral parlor; flea market; bingo parlor; a gaming, gambling, betting or game of chance business (exclusive of the sale of lottery tickets); cafeteria; sale, rental or lease of automobiles, trucks, other motorized vehicles, or trailers; car wash; billboard; or cell phone tower. In addition, Landlord hereby covenants and agrees that no other premises in the Shopping Center located within 500 feet of the Storeroom (or, with respect to "Outparcel 2" and "Outparcel 3" as shown on the Site Plan, within 300 feet of the Storeroom) (which distance shall be measured from the Storeroom demising wall nearest said other premises to the demising wall of said other premises nearest the Storeroom) shall be used for a day care center, or a "concept" restaurant and/or cocktail lounge of a parking intensive nature, such restaurants and/or cocktail lounges, being similar in nature to Bennigan's, T.J. Applebee's, Outback Steakhouse, Chili's, Hooters, and T.G.I. Friday's. In any event, not more than an aggregate of six (6) restaurants and/or cocktail lounges, regardless of concept or parking intensive nature, shall be located within the Shopping Center and the Outparcels combined, nor shall a restaurant of any kind be located within one hundred (100) feet of the Storeroom; provided, however, that a sit down restaurant occupying not more than 4,800 square feet shall be permitted in the in-line space labeled on the Site Plan as "Shops" to the West of the Storeroom, so long as the westernmost boundary of such restaurant is no more than 20 feet away from the westernmost exterior wall of such in-line space labeled as "Shops" to the West of the Storeroom. Notwithstanding anything contained in this Paragraph 16.03(b) to the contrary, a dry cleaning plant shall be permitted in the Shopping Center provided: (1) such dry cleaning plant is a liquid CO2 plant that does not use volatile organic compounds, a wet/dry plant that uses only water and non-toxic, biodegradable detergents, or shall use only the synthetic hydrocarbon dry cleaning solvent designated as DF 2000 manufactured by Exxon Chemical Company, and such equipment as has been specifically designed for use with DF 2000, and (2) if applicable, the DF 2000 product and the equipment specifically designed for utilization of such product shall comply with any and all of the regulations imposed by all applicable authorities, and (3) if applicable, the DF 2000 product must be properly stored and all waste materials generated at the dry cleaning premises must be properly stored and disposed of in accordance with all regulations imposed by any applicable authorities, and (4)

the dry cleaning premises shall comply with the requirements of the National Fire Protection Code NFPA 32 (the standard for dry cleaning plants), (5) the operation of the dry cleaning business within the dry cleaner premises shall not cause any interruption in the occupancy and use by Tenant of the Premises, and (6) if applicable, the DF 2000 product shall be deemed to include technological advances thereof which are non-hydrocarbon or synthetic hydrocarbon in nature which are comparable to DF 2000. Under no circumstances shall it be permissible for a dry cleaning plant to utilize perchloroethylene, tetrachlorethylene, PCE, Perc, or any similar solvents.

16.04 Covenant Running with the Land. Landlord covenants and agrees that all leases entered into between Landlord and other tenants within the Shopping Center shall prohibit such other tenants from violating the exclusive use rights and prohibited use restrictions set forth in Paragraphs 16.02 and 16.03(b) of the Lease, entitled "Exclusive Uses" and "Specific Prohibited Uses", respectively, for and during the Term. Landlord hereby covenants and agrees that in the event Landlord sells, transfers, or conveys all or any portion of the Shopping Center, or adjacent property which may otherwise be restricted pursuant to the terms and provisions of Paragraph 18.02 of the Lease, entitled "Adjacent Property Restrictions", the exclusive use rights and prohibited use restrictions set forth in said Paragraphs 16.02 and 16.03(b) hereof shall be deemed to constitute a covenant running with title to such sold, transferred or conveyed portion of the Shopping Center, or adjacent property which may otherwise be restricted pursuant to the terms and provisions of Paragraph 18.02 of the Lease, entitled "Adjacent Property Restrictions", which covenant shall remain in full force and effect and be binding upon the successors in title to Landlord for and during the Term. The covenants, restrictions and exclusive use rights set forth in this Article 16 shall remain in full force and effect until the earlier of: (i) expiration of the Term of the Lease; (ii) termination of the Lease prior to the expiration of the Term as herein permitted, unless agreed by Landlord and Tenant that the covenants, restrictions and exclusive use rights are to survive such termination; or (iii) express written waiver or release, by an instrument of equal dignity to the Lease, by Tenant, in its sole discretion, of any of the covenants, restrictions and/or exclusive rights set forth herein.

16.05 Enforcement. In the event any other tenant in the Shopping Center, or adjacent property which may otherwise be restricted pursuant to the terms and provisions of Paragraph 18.02 of the Lease, entitled "Adjacent Property Restrictions", or successor in title thereto shall violate said exclusive use or prohibited use provisions, and upon notice to Landlord of such violation, Landlord shall promptly commence and expeditiously pursue any and all remedies available to Landlord for the enforcement of said exclusive use and prohibited use provisions, including, without limitation, injunctive relief against such tenant or successors in title. Furthermore, Tenant shall have the right, but not the obligation, to pursue enforcement of said exclusive use and prohibited use provisions against such other tenants or successors in title, whether in Tenant's own right or in the name of Landlord, and Landlord hereby agrees to cooperate and, to the extent required, participate with Tenant in this regard. Any expense, including, without limitation, reasonable attorney's fees and court costs, incurred by Tenant in the enforcement of the rights set forth in this Article 16 shall be deemed paid or incurred for the account of Landlord, and Landlord agrees to reimburse Tenant therefor on demand and save Tenant harmless therefrom. In the event Landlord fails to reimburse Tenant upon demand for any amount paid for the account of Landlord hereunder within fifteen (15) days after receipt from Tenant of bills or written notice of claim for reimbursement, said amount may be deducted by Tenant from the next or any succeeding installment payments of Fixed

Minimum Rent or any other amounts due and payable by Tenant to Landlord hereunder.

16.06 No Waiver. No delay or failure on the part of Tenant in the enforcement of its rights pursuant to this Article 16 shall impair enforcement, or be construed as a waiver, of any such right, or constitute acquiescence by Tenant to the breach or violation thereof. No waiver of its rights pursuant to this Article 16 shall be valid as against Tenant unless made in writing and signed by Tenant, and then only to the extent expressly set forth therein.

11. Exclusive Uses of Other Tenants. Article 17 of the Lease confers upon Tenant immunity from exclusive use rights of other tenants in the Shopping Center, which Article 17 is hereinafter reprinted.

17.01 Application to Tenant. Landlord covenants and agrees that any exclusive use rights which may be contained in leases or agreements entered into between Landlord and other tenants in, or successor in title to, the Shopping Center shall expressly provide, and Landlord hereby further covenants and agrees, that such exclusive use rights of other tenants, or successor in title, shall neither be applicable to Tenant or the Premises during the Term, nor be applicable to Tenant or any entity which Tenant owns a legal or beneficial interest, or any entity which owns a legal or beneficial interest in Tenant (an "Affiliated Entity") and other premises within the Shopping Center or the Outparcels occupied by Tenant or an Affiliated Entity.

17.02 Indemnification. Landlord shall defend and indemnify Tenant and/or an Affiliated Entity, as the case may be, and hold Tenant and/or an Affiliated Entity, as the case may be, harmless from any and all actions, damages, claims, costs, and expenses of any nature arising out of the alleged breach by Tenant and/or an Affiliated Entity, as the case may be, of any exclusive use rights contained in any lease or agreement between Landlord and any other tenant in, or successor in title to, the Shopping Center, which indemnification shall survive the expiration or earlier termination of the Term.

17.03 No Waiver. No delay or failure on the part of Tenant and/or an Affiliated Entity, as the case may be, in the enforcement of its rights pursuant to this Article 17 shall impair enforcement, or be construed as a waiver, of any such right, or constitute acquiescence by Tenant and/or an Affiliated Entity, as the case may be, to the breach or violation thereof. No waiver of its rights pursuant to this Article 17 shall be valid as against Tenant and/or an Affiliated Entity, as the case may be, unless made in writing and signed by Tenant and/or an Affiliated Entity, as the case may be, and then only to the extent expressly set forth therein.

12. Outparcel and Adjacent Property Restrictions. Article 18 of the Lease establishes certain restrictions in respect to the Outparcels and property adjacent to the Shopping Center, which Article 18 is hereinafter reprinted.

18.01 Outparcel Restrictions. Landlord covenants and agrees that any buildings, pylon or monument signs constructed on the Outparcels shall be subject to the following restrictions: (i) no more than one building shall be constructed on any Outparcel and said building shall accommodate only one (1) business operation therein, provided that this restriction shall not prohibit typical co-branding operations of the kind typically found in the State where the Shopping Center is located; (ii) no building shall exceed one story in height; (iii) no building

sign or structure shall exceed twenty-five (25) feet in height; (iv) the Leasable Floor Area of any building constructed on an Outparcel shall not exceed the floor area limitation set forth on the Site Plan, provided, in any event, such Leasable Floor Area shall be further limited to the extent that the number and size of on-grade automobile parking spaces required by all applicable rules, regulations, ordinances, and laws can be constructed and maintained within the boundaries of such Outparcel; (v) each building shall comply with all governmental rules, regulations, ordinances, and laws; (vi) any pylon or monument signs erected or constructed on the Outparcels shall not obstruct visibility of the Premises or the pylon or monument sign identifying the Shopping Center or Tenant; (vii) "reader board" type signs and billboards shall be prohibited on an Outparcel (notwithstanding the foregoing, however, a permanent reader board on any Outparcel's free standing sign is not prohibited); (viii) the Outparcels or any buildings constructed thereupon shall neither be used in violation of the exclusive rights granted to Tenant in Paragraph 16.02 of the Lease, entitled "Exclusive Uses", nor for any of the prohibited uses set forth in Paragraph 16.03 of the Lease, entitled "Prohibited Uses"; and (ix) in the event any improvements located on any Outparcel shall be damaged or destroyed, and in the event the owner of any such Outparcel elects not to repair or restore such improvements, the Outparcel owner shall promptly raze and remove such damaged or destroyed improvements, and either landscape or pave and maintain any such Outparcel (including concealment of any exposed slab or foundation thereof) in a manner consistent with the Common Area. More specifically, subject to the terms and provisions of Item (ii) of Paragraph 7.03(b) of the Lease, entitled "Parking Areas; Access", all such rules, regulations, ordinances, or laws relative to parking requirements shall be complied with by providing the requisite size and number of on-grade parking spaces within the boundaries of said Outparcels, without reduction in such size and number by virtue of the granting of a variance or special exception to such rules, regulations, ordinances, or laws by the governmental authority having jurisdiction thereof. Furthermore, the provisions of all applicable rules, regulations, ordinances, and laws to the contrary notwithstanding, for purposes of this Paragraph 18.01, the Leasable Floor Area of any building constructed on an Outparcel shall also be deemed to include outdoor balconies, patios, or other outdoor areas utilized for retail sales or food or beverage service (exclusive of areas utilized exclusively for drive through or walk-up take-out food or beverage service).

18.02 Adjacent Property Restrictions.

(a) Adjacent Property of Landlord. If at any time during the Term, Landlord, or any entity in which Landlord owns a legal or beneficial interest or any entity which owns a legal or beneficial interest in Landlord, acquires an interest of any nature in real property adjoining or adjacent to the Shopping Center (including, without limitation, any real property in which Landlord has an interest of any kind under the cross easement agreement attached to the Lease as **Exhibit I**), Landlord covenants and agrees that: (i) such adjoining or adjacent property shall be subject to the exclusive use and prohibited use provisions of Article 16 of the Lease, entitled "Use"; (ii) any buildings or other improvements (including pylon or monument signs) constructed on such adjacent property shall not materially interfere with or alter the visibility of and public access to the Premises or the visibility of the Shopping Center pylon or monument signage; (iii) Landlord shall not place, or allow the placement of, any telecommunications towers thereon; (iv) Landlord shall neither confer upon such adjoining or adjacent property any parking rights, nor permit the parking by occupants, employees, agents, or invitees of such occupants of such adjoining or adjacent property, to park upon the Shopping Center Tract; and (v) any building constructed on outparcels located on such

adjacent property and within 250 feet of the boundary of the Shopping Center shall comply with the restrictions set forth in Paragraph 18.01 of the Lease, entitled "Outparcel Restrictions". Notwithstanding the applicability of Section 16.02 to the adjacent property, the exceptions to the Exclusive Uses set forth in Section 16.02(b) shall likewise apply to the adjacent property, and the following additional exceptions to the Exclusive Uses shall benefit the adjacent property: the Exclusive Uses shall not prohibit the operation on the adjacent property of (A) a quick serve restaurant, which may have a drive-through (by way of example only, Zaxby's, McDonald's, Chick-fil-A, or similar operations; or (B) a coffee shop (equivalent to a Starbucks or Caribou Coffee) selling bakery items as an incidental part of its business). Notwithstanding the applicability of Section 16.03 to the adjacent property, the exceptions to the "prohibited uses" set forth in Section 16.03(b) shall likewise apply to the adjacent property, and the following additional exceptions to the "prohibited uses" shall benefit the adjacent property (but not any part of the Shopping Center): the "prohibited uses" shall not prohibit the operation on the adjacent property of (Y) a health spa, gymnasium, car rental or leasing company, theater, skating rink, bowling alley, discotheque, dance hall, or night club whose closest demising wall is at least 300 feet from the closest demising wall of the Storeroom; or (Z) a daycare center or "concept" restaurant and/or cocktail lounge of a parking intensive nature, such restaurants and/or cocktail lounges, being similar in nature to Bennigan's, T.J. Applebee's, Outback Steakhouse, Chili's, Hooters, and T.G.I. Friday's, so long as the closest demising wall of such restaurant and/or cocktail lounge is at least 300 feet from the closest demising wall of the Storeroom; provided, however, any such use on the adjacent property shall only be permitted so long as all rules, regulations, ordinances, or laws relative to parking requirements on the adjacent property are complied with by providing the requisite size and number of on-grade parking spaces within the boundaries of the adjacent property, without reduction in size or number by virtue of the granting of a variance or special exception.

(b) Common Area Rights of Others. Landlord covenants and agrees that without the prior written consent of Tenant, Landlord shall not grant or convey to the owner of any real property adjoining or adjacent to the Shopping Center any rights, easements, or privileges in or to the Common Area of the Shopping Center, provided, however, such consent shall not be unreasonably withheld, conditioned, or delayed if the owner of the adjacent property agrees to subject such adjacent property to the restrictions set forth in Paragraph 18.02(a), entitled "Adjacent Property of Landlord", or such other restrictions as Tenant shall approve in writing, during the Term of the Lease. The terms and provisions of the preceding sentence to the contrary notwithstanding, Tenant may, in its sole discretion, withhold its consent to the granting of any parking rights upon the Shopping Center Tract in favor of such adjoining or adjacent property; furthermore, Landlord covenants that, in the absence of such consent, Landlord shall not permit the occupants, employees, agents, or invitees of such adjoining or adjacent property to park upon the Shopping Center Tract. Notwithstanding the foregoing, Subject to Section 18.02(a) above, joint access and cross easement rights shall be established between the Shopping Center Tract, including the Outparcels, and the immediately adjacent property, the terms and conditions of such easements being more particularly described in **Exhibit I** attached hereto.

18.03 Covenant Running With the Land. Landlord hereby covenants and agrees that the restrictions set forth in Paragraphs 18.01 and 18.02 of the Lease, entitled "Outparcel Restrictions" and "Adjacent Property Restrictions", respectively, shall be deemed to constitute a covenant running with title to the Outparcel or adjacent property, as the case may be, which covenant shall remain in full force and effect and be binding upon the owner of such Outparcel or

adjacent property for and during the Term. The covenants, restrictions and exclusive use rights set forth in this Article 18 shall remain in full force and effect until the earlier of: (i) expiration of the Term of the Lease; (ii) termination of the Lease prior to the expiration of the Term as herein permitted, unless expressly provided in the Lease or otherwise agreed by Landlord and Tenant that the covenants, restrictions and exclusive use rights are to survive such termination; or (iii) express written waiver or release, by an instrument of equal dignity to the Lease, by Tenant, in its sole discretion, of any of the covenants, restrictions and/or exclusive rights set forth herein. The restrictions set forth in Paragraphs 18.01 and 18.02 hereof shall be manifested by filing for record a Memorandum of Lease encumbering the Outparcels and the adjacent property and filing for record a Declaration of Restrictions encumbering the adjacent property, if applicable.

18.04 Enforcement. In the event the owner of an Outparcel or the adjacent property to which the restrictions set forth in Paragraphs 18.01 and 18.02 hereof shall apply shall violate such restrictions, and upon notice to Landlord of such violation, Landlord shall promptly commence and expeditiously pursue any and all remedies available to Landlord for the enforcement of said restrictions, including, but not limited to, injunctive relief against such owner. Furthermore, Tenant shall have the right, but not the obligation, to pursue enforcement of said restrictions against such owner, whether in Tenant's own right or in the name of Landlord, and Landlord hereby agrees to cooperate and, to the extent required, participate with Tenant in this regard. Any expense, including, without limitation, reasonable attorney's fees and court costs, incurred by Tenant in enforcement of the restrictions set forth in this Article 18 shall be deemed paid or incurred for the account of Landlord, and Landlord agrees to reimburse Tenant therefor on demand and save Tenant harmless therefrom. In the event Landlord fails to reimburse Tenant upon demand for any amount paid for the account of Landlord hereunder within fifteen (15) days after receipt from Tenant of bills or written notice of claim for reimbursement, said amount may be deducted by Tenant from the next or any succeeding installment payments of Fixed Minimum Rent or any other amounts due and payable by Tenant to Landlord hereunder.

18.05 No Waiver. No delay or failure on the part of Tenant in the enforcement of its rights pursuant to this Article 18 shall impair enforcement, or be construed as a waiver, of any such right, or constitute acquiescence by Tenant to the breach or violation thereof. No waiver of its rights pursuant to this Article 18 shall be valid as against Tenant unless made in writing and signed by Tenant, and then only to the extent expressly set forth therein.

13. Right of First Refusal. Article 48 of the Lease grants Tenant a right of first refusal with respect to purchasing the Shopping Center Tract, which Article 48 is hereinafter reprinted.

48. RIGHT OF FIRST REFUSAL

48.01 Right of First Refusal. If Landlord receives from, or tenders to, a third party (the "Third Party"), an acceptable, bona fide, arms-length offer (the "Offer") pursuant to which Landlord proposes to sell, convey, or assign to the Third Party, or grant to the Third party an option to purchase, or undertake to lease (other than a typical premises lease pursuant to which the Third Party is the occupant) to the Third Party, all or a portion of the Shopping Center Tract, then, as a condition to Landlord's accepting the Offer from, or tendering the Offer to, the Third Party, Landlord shall, within five (5) business days of its receipt or tender of such Offer, deliver

to Tenant written notice of the Offer (the "Notice of Offer"). The Notice of Offer shall set forth the name and address of the Third Party and all of the terms and conditions of the Offer, along with copies of all relevant documents pertaining to the Offer (collectively, the "Notice Documents"), including, but not limited to: (i) a copy of the proposed assignment, purchase, or lease agreement; (ii) a rent roll for the Shopping Center Tract, certified by Landlord to be true and correct; (iii) operating statements for the Shopping Center Tract for the immediately preceding twenty-four (24) months (or the period of operation of the Shopping Center Tract if less than twenty-four (24) months); (iv) copies of all loan documents encumbering the Shopping Center Tract or a reasonably detailed summary of any such financing; and (v) any other document, instrument or information relevant to Tenant's decision whether or not to purchase the Shopping Center Tract.

48.02 Right to Purchase; Time for Acceptance. Landlord hereby grants to Tenant the right to purchase or lease, as the case may be, the Shopping Center Tract or portion thereof described in the Offer upon the same terms and conditions set forth in the Offer. Tenant shall have twenty (20) days after receipt of the Notice of Offer and the Notice Documents to notify Landlord in writing of its election to exercise such right as herein provided. If Tenant fails to exercise such right as herein provided, such failure shall be deemed to be a waiver of Tenant's right as to that Offer, and Landlord may proceed to consummate the transaction contemplated by the Offer in accordance with the terms and conditions thereof.

48.03 Reinstatement of Tenant's Purchase Right. If subsequent to Tenant not accepting the terms in the Offer: (i) the terms and conditions of the Offer are modified or amended in any way, or (ii) the transaction contemplated by the Offer is not consummated within one hundred eighty (180) days after the date of receipt by Tenant of the Notice of Offer, then, in either event, Tenant's rights hereunder shall be reinstated as to any modified or amended Offer, any offer continuing beyond such one hundred eighty (180) day period, or any subsequent Offer received by Landlord from a third party or tendered by Landlord to a third party.

48.04 Application of Right of First Refusal. For purposes of this Article 48, the sale, transfer, conveyance, or assignment of all or a portion of the entity constituting Landlord (except for the sale of stock of a publicly traded company on a nationally recognized stock exchange) shall be deemed a sale of all or a portion of the Shopping Center Tract. This right of first refusal shall not apply to any form of financing, foreclosure sale, deed in lieu of foreclosure, or otherwise; provided, however, this right of first refusal shall apply to any subsequent sale of all or a portion of the Shopping Center Tract by any person or entity acquiring title through a foreclosure sale, deed in lieu of foreclosure or otherwise. This right of first refusal shall not apply to transfers in connection with a condemnation or under threat of condemnation. This right of first refusal shall continue in full force and effect for the Term of this Lease and shall be binding upon any successor in interest to Landlord, whether by sale of all or a portion of the Shopping Center Tract or transfer of all or a portion of the entity constituting the Landlord. The parties hereto hereby acknowledge and agree that the Right of First Refusal contained herein is intended to apply only to the sale or lease of the Shopping Center Tract, as opposed to a separate and distinct sale or lease of an Outparcel; provided, however, in the event an Offer pertains to the sale and/or lease of both the Shopping Center Tract and one or more Outparcels, then the Right of First Refusal contained herein shall be deemed to apply to all of the property described in the Offer, including the Outparcel(s) described therein, in which case the Notice Documents shall likewise pertain to all of the property described in the Offer. Until such time as Landlord receives an Offer which includes both all or a portion of the Shopping Center Tract and one or more

Outparcels, the Right of First Refusal contained herein shall not be deemed to encumber the Outparcels.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed under seal as of the day and year first above written.

LANDLORD:

CHELSEA CROSSROADS, L.L.C.,
an Alabama limited liability company

By: 280 PROPERTIES, L.L.C.,
an Alabama limited liability company

By: _____ (SEAL)
Name: Courtney H. Mason, Jr.
Title: Managing Member

By: _____ (SEAL)
Name: Steve Issis
Title: Managing Member

Signed, sealed and delivered
in my presence this ____ day
of December, 2009

Haile L. Mich
Witness

Donna Bruto
Notary Public

Signed, sealed and delivered
in my presence this ____ day
of December, 2009

Haile L. Mich
Witness

Donna Bruto
Notary Public

STATE OF Alabama
COUNTY OF Jefferson

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Courtney H. Mason and Steve Issis, whose names as Managing Members of Chelsea Crossroads, LLC, an Alabama limited liability company, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, in their capacities as such Managing Members and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand this the 15th day of December 2009.

Donna Bruto
Notary Public
My Commission Expires: 6/20/13

[Tenant signature appears on following page]

20091216000461140 12/19 \$6963.50
Shelby Cnty Judge of Probate, AL
12/16/2009 02:37:37 PM FILED/CERT

TENANT:

PUBLIX ALABAMA, LLC.
an Alabama limited liability company

By: [Signature]
John Frazier,
President

(CORPORATE SEAL)

Witnesses:

[Signature]
Print Name: VICKI BREKKE

[Signature]
Print Name: NANCY BOWMAN

STATE OF FLORIDA
COUNTY OF POLK

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that John Frazier, whose name as President of Publix Alabama, LLC, an Alabama limited liability company, 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 instrument, he, in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

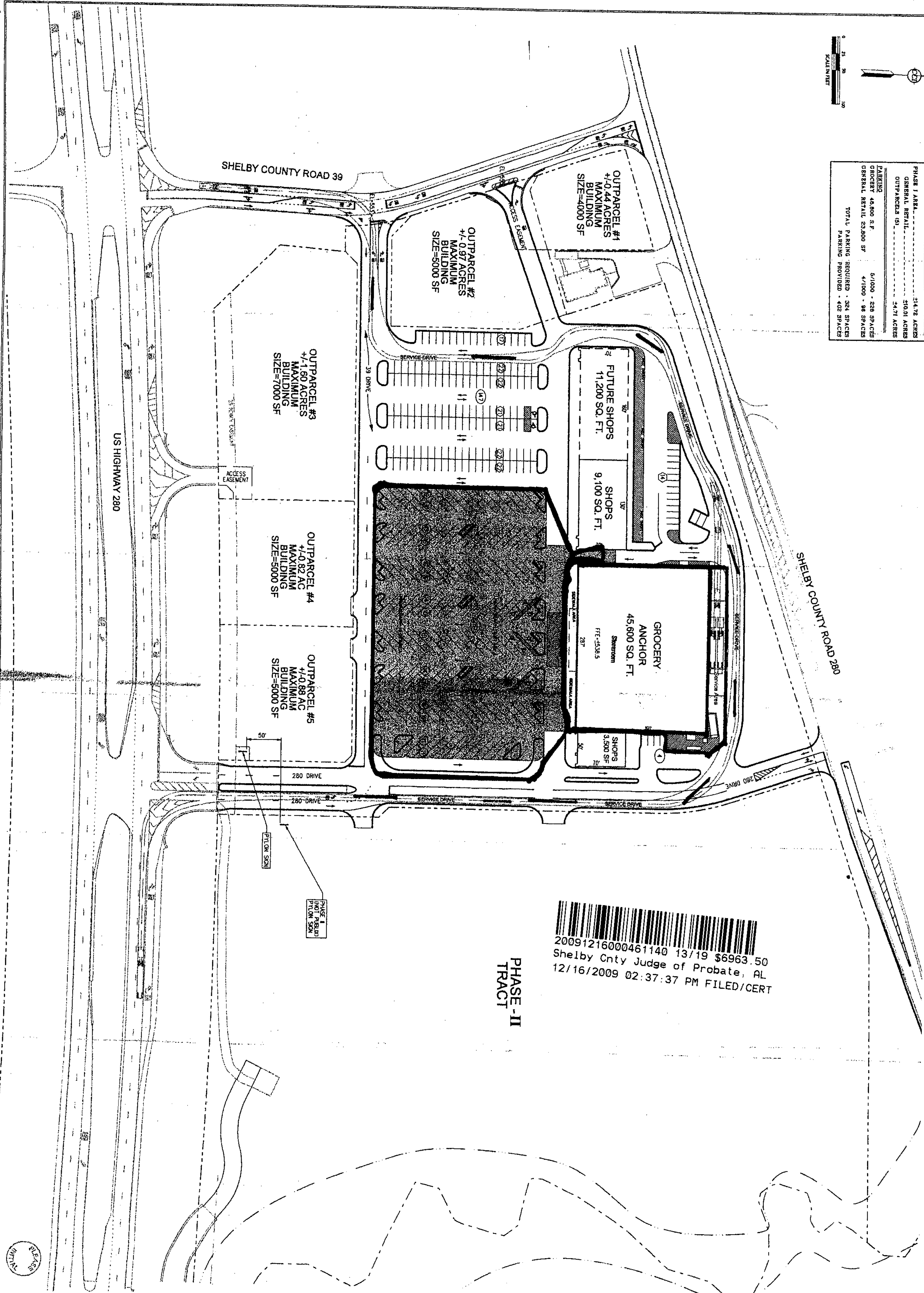
Given under my hand this the 15th day of December 2009.

[Signature]
Notary Public

My Commission Expires: 12/1/2012



PHASE I AREA: 214.72 ACRES
 GENERAL RETAIL: 510.01 ACRES
 OUTPARCELS (5): 24.71 ACRES
 PARKING: 46,800 S.F. 6/1000 - 228 SPACES
 GROCERY: 23,500 S.F. 4/1000 - 96 SPACES
 TOTAL PARKING REQUIRED: 324 SPACES
 PARKING PROVIDED: 402 SPACES



20091216000461140 13/19 \$6963.50
 Shelby Cnty Judge of Probate, AL
 12/16/2009 02:37:37 PM FILED/CERT

LEASE AGREEMENT LAYOUT PLAN			
SHOPPING CENTER			
CHELSEA, ALABAMA			
FOR			
SELIG ENTERPRISES, INC.			
ATLANTA, GEORGIA			
DATE	12/9/2009	PROJECT NO.	HRS10009
DRAWN BY	RDT	CHECKED BY	ARH
SCALE	1"=50'		

6.8.1	ISSUED DATE	JBS	TED	12/08/09
6.8	ISSUED DATE	RDT	ARH	06/16/09
6.7	ISSUED DATE	RDT	ARH	06/16/09
6.6	ISSUED DATE	RDT	ARH	06/16/09
6.5	ISSUED DATE	RDT	ARH	06/13/09
6.4	ISSUED DATE	RDT	ARH	06/13/09

NO.	DESCRIPTION	REVISIONS
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Civil CONSULT.
 3528 Vann Road
 Suite 105
 Birmingham, AL 35235
 Phone: (205) 655-1991

EXHIBIT "A"



LP6.8.1

EXHIBIT "B"

A parcel of land lying in the South Half of the Northeast Quarter of Section 26, Township 19 South, Range 1 West, Shelby County, Alabama, said parcel being more particularly described as follows:

Commence at the Southeast corner of the Northeast Quarter of the Northeast Quarter of Section 26, Township 19 South, Range 1 West, Shelby County, Alabama, thence run northerly along the east line of said quarter-quarter section for **290.04** feet to a point on the southerly right-of-way line of Shelby County Highway No. 280; thence turn a deflection angle left of **109°01'18"** and run southwesterly along said road right-of-way for **981.06** feet to a point; thence turn a deflection angle right of **00°07'16"** and run southwesterly along said road right-of-way for **189.71** feet to the **Point of Beginning** of the herein described parcel of land; thence turn a deflection angle left of **90°22'25"** and proceed southeasterly for **136.89** feet to a point at the beginning of a curve to the right, said curve having a central angle of **18°32'25"**, a chord length of **104.55** feet and a radius of **324.50** feet; thence turn a deflection angle right of **09°16'13"** to the chord of said curve and run southeasterly along the arc of said curve for **105.01** feet to a point; thence turn a deflection angle right of **09°16'13"** from the last described curve chord and run southerly and tangent to the last described curve for **394.64** feet to a point; thence turn a deflection angle left of **44°57'46"** and run southeasterly for **21.21** feet to a point; thence turn a deflection angle right of **44°57'46"** and run southerly for **234.59** feet to a point on the northerly right-of-way line of US Highway 280, said point also being the beginning of a curve to the left, said curve having a central angle of **00°23'23"**, a chord length of **78.98** feet and a radius of **11609.16** feet; thence turn a deflection angle right of **90°38'18"** to the chord of said curve and run westerly along said road right-of-way and along the arc of said curve for **78.98** feet to a point; thence turn a deflection angle right of **89°21'42"** from the last described curve chord and run northerly for **183.33** feet to a point; thence turn a deflection angle left of **44°57'46"** and run northwesterly for **14.15** feet to a point; thence turn a deflection angle left of **44°57'46"** and run westerly for **713.10** feet to a point; thence turn a deflection angle left of **45°00'00"** and run southwesterly for **24.62** feet to a point on the easterly right-of-way line of Shelby County Highway 39; thence turn a deflection angle right of **44°36'35"** and run westerly along said road right-of-way for **36.40** feet to a point at the beginning of a curve to the left, said curve having a central angle of **18°52'42"**, a chord length of **98.94** feet and a radius of **301.63** feet; thence turn a deflection angle right of **80°57'25"** to the chord of said curve and run northwesterly along said road right-of-way and along the arc of said curve for **99.38** feet to a point; thence turn a deflection angle right of **145°06'23"** from the last described curve chord and run southeasterly for **41.86** feet to a point; thence turn a deflection angle left of **45°40'23"** and run easterly for **130.65** feet to a point; thence turn a deflection angle left of **90°00'00"** and run northerly for **189.19** feet to a point; thence turn a deflection angle left of **18°43'24"** and run northwesterly for **221.00** feet to a point on the southerly right-of-way line of Shelby County Highway No. 280; thence turn a deflection angle right of **90°00'00"** and run northeasterly along said road right-of-way for **172.63** feet to a point; thence turn a deflection angle right of **00°28'56"** and run northeasterly along said road right-of-way for **572.16** feet to the Point of Beginning.

Said parcel contains 436,417.3 Square Feet, more or less.

End of Exhibit "B"

EXHIBIT "B-1"

A parcel of land lying in the South Half of the Northeast Quarter of Section 26, Township 19 South, Range 1 West, Shelby County, Alabama, said parcel being more particularly described as follows:

Commence at the Southeast corner of the Northeast Quarter of the Northeast Quarter of Section 26, Township 19 South, Range 1 West, Shelby County, Alabama, thence run northerly along the east line of said quarter-quarter section for **290.04** feet to a point on the southerly right-of-way line of Shelby County Highway No. 280; thence turn a deflection angle left of **109°01'18"** and run southwesterly along said road right-of-way for **981.06** feet to a point; thence turn a deflection angle right of **00°07'16"** and run southwesterly along said road right-of-way for **189.71** feet to a point; thence turn a deflection angle left of **90°22'25"** and proceed southeasterly for **136.89** feet to a point at the beginning of a curve to the right, said curve having a central angle of **18°32'25"**, a chord length of **104.55** feet and a radius of **324.50** feet; thence turn a deflection angle right of **09°16'13"** to the chord of said curve and run southeasterly along the arc of said curve for **105.01** feet to a point; thence turn a deflection angle right of **09°16'13"** from the last described curve chord and run southerly and tangent to the last described curve for **394.64** feet to a point; thence turn a deflection angle left of **44°57'46"** and run southeasterly for **21.21** feet to a point; thence turn a deflection angle right of **44°57'46"** and run southerly for **234.59** feet to a point on the northerly right-of-way line of US Highway 280, said point also being the beginning of a curve to the left, said curve having a central angle of **03°37'22"**, a chord length of **733.89** feet and a radius of **11609.16** feet; thence turn a deflection angle right of **89°01'19"** to the chord of said curve and run westerly along the arc of said curve for **734.01** feet to a point where said northerly right-of-way line of US Highway 280 intersects with the easterly right-of-way line of Shelby County Highway 39; thence turn a deflection angle right of **46°29'46"** from the last described curve chord and run northwesterly along said road right-of-way for **133.80** feet to a point; thence turn a deflection angle right of **49°19'13"** and run northerly along said road right-of-way for **95.16** feet to a point; thence turn a deflection angle left of **95°09'16"** and run westerly along said road right-of-way for **36.40** feet to a point at the beginning of a curve to the left, said curve having a central angle of **18°52'42"**, a chord length of **98.94** feet and a radius of **301.63** feet; thence turn a deflection angle right of **80°57'25"** to the chord of said curve and run northwesterly along said road right-of-way and along the arc of said curve for **99.38** feet to a point; thence turn a deflection angle left of **09°26'21"** from the last described curve chord and run northwesterly along said road right-of-way for **192.62** feet to the **Point of Beginning** of the herein described parcel of land; thence continue northwesterly along the last described course for **66.08** feet to a point at the beginning of a curve to the right, said curve having a central angle of **06°27'30"**, a chord length of **67.64** feet and a radius of **600.37** feet; thence turn a deflection angle right of **03°13'45"** to the chord of said curve and run northwesterly along said road right-of-way and along the arc of said curve for **67.67** feet to a point where said easterly right-of-way line of Shelby County Highway 39 intersects with the southerly right-of-way line of Shelby County Highway No. 280, said point also being the beginning of a curve to the left, said curve having a central angle of **02°57'15"**, a chord length of **149.75** feet and a radius of **2904.66** feet; thence turn a deflection angle right of **89°05'21"** from the previous curve chord to the chord of presently described curve and run northeasterly along the arc of said curve and along said southerly right-of-way line for **149.77** feet to a point; thence turn a deflection angle right of **105°40'21"** from the last described curve chord and run southwesterly for **155.07** feet to a point; thence turn a deflection angle right of **73°36'15"** and run southwesterly for **88.59** feet to a point; thence turn a deflection angle right of **44°12'16"** and run northwesterly for **24.37** feet to the Point of Beginning.

Said parcel contains 19,093 square feet, more or less.

A parcel of land lying in the South Half of the Northeast Quarter of Section 26, Township 19 South, Range 1 West, Shelby County, Alabama, said parcel being more particularly described as follows:

Commence at the Southeast corner of the Northeast Quarter of the Northeast Quarter of Section 26, Township 19 South, Range 1 West, Shelby County, Alabama, thence run northerly along the east line of said quarter-quarter section for **290.04** feet to a point on the southerly right-of-way line of Shelby County Highway No. 280; thence turn a deflection angle left of **109°01'18"** and run southwesterly along said road right-of-way for **981.06** feet to a point; thence turn a deflection angle right of **00°07'16"** and run southwesterly along said road right-of-way for **189.71** feet to a point; thence turn a deflection angle left of **90°22'25"** and proceed southeasterly for **136.89** feet to a point at the beginning of a curve to the right, said curve having a central angle of **18°32'25"**, a chord length of **104.55** feet and a radius of **324.50** feet; thence turn a deflection angle right of **09°16'13"** to the chord of said curve and run southeasterly along the arc of said curve for **105.01** feet to a point; thence turn a deflection angle right of **09°16'13"** from the last described curve chord and run southerly and tangent to the last described curve for **394.64** feet to a point; thence turn a deflection angle left of **44°57'46"** and run southeasterly for **21.21** feet to a point; thence turn a deflection angle right of **44°57'46"** and run southerly for **234.59** feet to a point at the beginning of a curve to the left, said curve having a central angle of **03°37'22"**, a chord length of **733.89** feet and a radius of **11609.16** feet; thence turn a deflection angle right of **89°01'19"** to the chord of said curve and run westerly along the arc of said curve for **734.01** feet to a point; thence turn a deflection angle right of **46°29'46"** from the last described curve chord and run northwesterly for **133.80** feet to a point; thence turn a deflection angle right of **49°19'13"** and run northerly for **95.16** feet to a point; thence turn a deflection angle left of **95°09'16"** and run westerly for **36.40** feet to a point at the beginning of a curve to the left, said curve having a central angle of **18°52'42"**, a chord length of **98.94** feet and a radius of **301.63** feet; thence turn a deflection angle right of **80°57'25"** to the chord of said curve and run northwesterly along the arc of said curve for **99.38** feet to the **Point of Beginning** of the herein described parcel; thence turn a deflection angle left of **09°26'21"** from the last described curve chord and run northwesterly for **192.62** feet to a point; thence turn a deflection angle right of **135°47'59"** and run southeasterly for **24.37** feet to a point; thence turn a deflection angle left of **44°12'16"** and run northeasterly for **186.08** feet to a point; thence turn a deflection angle right of **88°33'15"** and run southeasterly for **71.00** feet to a point; thence turn a deflection angle right of **18°43'24"** and run southerly for **189.19** feet to a point; thence turn a deflection angle right of **90°00'00"** and run westerly for **130.65** feet to a point; thence turn a deflection angle right of **45°40'23"** and run northwesterly for **41.86** feet to the Point of Beginning.

Said parcel contains 42,242 square feet, more or less.



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A parcel of land lying in the South Half of the Northeast Quarter of Section 26, Township 19 South, Range 1 West, Shelby County, Alabama, said parcel being more particularly described as follows:

Commence at the Southeast corner of the Northeast Quarter of the Northeast Quarter of Section 26, Township 19 South, Range 1 West, Shelby County, Alabama, thence run northerly along the east line of said quarter-quarter section for **290.04** feet to a point on the southerly right-of-way line of Shelby County Highway No. 280; thence turn a deflection angle left of **109°01'18"** and run southwesterly along said road right-of-way for **981.06** feet to a point; thence turn a deflection angle right of **00°07'16"** and run southwesterly along said road right-of-way for **189.71** feet to a point; thence turn a deflection angle left of **90°22'25"** and proceed southeasterly for **136.89** feet to a point at the beginning of a curve to the right, said curve having a central angle of **18°32'25"**, a chord length of **104.55** feet and a radius of **324.50** feet; thence turn a deflection angle right of **09°16'13"** to the chord of said curve and run southeasterly along the arc of said curve for **105.01** feet to a point; thence turn a deflection angle right of **09°16'13"** from the last described curve chord and run southerly and tangent to the last described curve for **394.64** feet to a point; thence turn a deflection angle left of **44°57'46"** and run southeasterly for **21.21** feet to a point; thence turn a deflection angle right of **44°57'46"** and run southerly for **234.59** feet to a point on the northerly right-of-way line of US Highway 280, said point also being the beginning of a curve to the left, said curve having a central angle of **02°20'31"**, a chord length of **474.47** feet and a radius of **11609.16** feet; thence turn a deflection angle right of **89°39'45"** to the chord of said curve and run westerly along said road right-of-way and along the arc of said curve for **474.50** feet to the **Point of Beginning** of the herein described parcel of land, said point also being, the beginning of a curve to the left, said curve having a central angle of **01°16'51"**, a chord length of **259.51** feet and a radius of **11609.16** feet; thence turn a deflection angle left of **01°48'41"** from the chord of the last described curve to the chord of the presently described curve and run westerly along said road right-of-way and along the arc of said curve for **259.51** feet to a point where said northerly right-of-way line of US Highway 280 intersects with the easterly right of way line of Shelby County Highway 39; thence turn a deflection angle right of **47°40'02"** from the last described curve chord and run northwesterly along said easterly right-of-way line for **133.80** feet to a point; thence turn a deflection angle right of **49°19'13"** and run northeasterly along said road right-of-way for **95.16** feet to a point; thence turn a deflection angle right of **40°14'09"** and run northeasterly for **24.62** feet to a point; thence turn a deflection angle right of **45°00'00"** and run easterly for **337.87** feet to a point; thence turn a deflection angle right of **135°00'00"** and run southwesterly for **14.14** feet to a point; thence turn a deflection angle left of **45°00'00"** and run southerly for **187.51** feet to the Point of Beginning.

Said parcel contains 66,795 square feet, more or less.

A parcel of land lying in the South Half of the Northeast Quarter of Section 26, Township 19 South, Range 1 West, Shelby County, Alabama, said parcel being more particularly described as follows:

Commence at the Southeast corner of the Northeast Quarter of the Northeast Quarter of Section 26, Township 19 South, Range 1 West, Shelby County, Alabama, thence run northerly along the east line of said quarter-quarter section for **290.04** feet to a point on the southerly right-of-way line of Shelby County Highway No. 280; thence turn a deflection angle left of **109°01'18"** and run southwesterly along said road right-of-way for **981.06** feet to a point; thence turn a deflection angle right of **00°07'16"** and run southwesterly along said road right-of-way for **189.71** feet to a point; thence turn a deflection angle left of **90°22'25"** and proceed southeasterly for **136.89** feet to a point at the beginning of a curve to the right, said curve having a central angle of **18°32'25"**, a chord length of **104.55** feet and a radius of **324.50** feet; thence turn a deflection angle right of **09°16'13"** to the chord of said curve and run southeasterly along the arc of said curve for **105.01** feet to a point; thence turn a deflection angle right of **09°16'13"** from the last described curve chord and run southerly and tangent to the last described curve for **394.64** feet to a point; thence turn a deflection angle left of **44°57'46"** and run southeasterly for **21.21** feet to a point; thence turn a deflection angle right of **44°57'46"** and run southerly for **234.59** feet to a point on the northerly right-of-way line of US Highway 280, said point also being, the beginning of a curve to the left, said curve having a central angle of **01°21'57"**, a chord length of **276.72** feet and a radius of **11609.16** feet; thence turn a deflection angle right of **90°09'02"** to the chord of said curve and run westerly along said road right-of-way and along the arc of said curve for **276.73** feet to the **Point of Beginning** of the herein described parcel of land, said point also being, the beginning of a curve to the left, said curve having a central angle of **00°58'34"**, a chord length of **197.78** feet and a radius of **11609.16** feet; thence turn a deflection angle left of **01°10'15"** from the chord of the last described curve to the chord of the presently described curve and run westerly along said road right-of-way and along the arc of said curve for **197.78** feet to a point; thence turn a deflection angle right of **91°05'41"** from the last described curve chord and run northerly for **187.51** feet to a point; thence turn a deflection angle right of **45°00'00"** and run northeasterly for **14.14** feet to a point; thence turn a deflection angle right of **45°00'00"** and run easterly for **187.74** feet to a point; thence turn a deflection angle right of **90°00'00"** and run southerly for **193.74** feet to the Point of Beginning.

Said parcel contains 38,577 square feet, more or less.

A parcel of land lying in the South Half of the Northeast Quarter of Section 26, Township 19 South, Range 1 West, Shelby County, Alabama, said parcel being more particularly described as follows:
Commence at the Southeast corner of the Northeast Quarter of the Northeast Quarter of Section 26, Township 19 South, Range 1 West, Shelby County, Alabama, thence run northerly along the east line of said quarter-quarter section for **290.04** feet to a point on the southerly right-of-way line of Shelby County Highway No. 280; thence turn a deflection angle left of **109°01'18"** and run southwesterly along said road right-of-way for **981.06** feet to a point; thence turn a deflection angle right of **00°07'16"** and run southwesterly along said road right-of-way for **189.71** feet to a point; thence turn a deflection angle left of **90°22'25"** and proceed southeasterly for **136.89** feet to a point at the beginning of a curve to the right, said curve having a central angle of **18°32'25"**, a chord length of **104.55** feet and a radius of **324.50** feet; thence turn a deflection angle right of **09°16'13"** to the chord of said curve and run southeasterly along the arc of said curve for **105.01** feet to a point; thence turn a deflection angle right of **09°16'13"** from the last described curve chord and run southerly and tangent to the last described curve for **394.64** feet to a point; thence turn a deflection angle left of **44°57'46"** and run southeasterly for **21.21** feet to a point; thence turn a deflection angle right of **44°57'46"** and run southerly for **234.59** feet to a point on the northerly right-of-way line of US Highway 280, said point also being the beginning of a curve to the left, said curve having a central angle of **00°23'23"**, a chord length of **78.98** feet and a radius of **11609.16** feet; thence turn a deflection angle right of **90°38'18"** to the chord of said curve and run westerly along said road right-of-way and along the arc of said curve for **78.98** feet to the **Point of Beginning** of the herein described parcel of land, said point also being, the beginning of a curve to the left, said curve having a central angle of **00°58'33"**, a chord length of **197.74** feet and a radius of **11609.16** feet; thence turn a deflection angle left of **00°40'58"** from the chord of the last described curve to the chord of the presently described curve and run westerly along said road right-of-way and along the arc of said curve for **197.74** feet to a point; thence turn a deflection angle right of **90°07'07"** from the last described curve chord and run northerly for **193.74** feet to a point; thence turn a deflection angle right of **90°00'00"** and run easterly for **187.49** feet to a point; thence turn a deflection angle right of **44°57'46"** and run southeasterly for **14.15** feet to a point; thence turn a deflection angle right of **44°57'46"** and run southerly for **183.33** feet to the Point of Beginning.

Said parcel contains 38,139 square feet, more or less.

End of Exhibit "B-1"