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Shelby Cnty Judge of Probate, AL
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THIS INSTRUMENT PREPARED BY,
RECORDING REQUESTED BY AND
WHEN RECORDED RETURNED TO:

Wells Fargo Bank, N.A., as
Administrative Agent
5938 Priestly Drive, Suite 200
Carlsbad, CA 92008
Attention: Loan Administration
Loan Nos. 93-0902915, 93-0903148 and
93-0903150

**ALABAMA COLLATERAL ASSIGNMENT
OF LESSEE'S INTEREST IN LEASES**

Dated and effective as of February 26, 2010
From

TACALA, LLC, a Delaware limited liability company,
Assignor

to

WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association,
as Administrative Agent on behalf of itself and the other Holders of Secured Obligations,
Assignee

NOTE TO RECORDING CLERK - THIS INSTRUMENT IS GIVEN AS ADDITIONAL SECURITY FOR THE OBLIGATIONS SECURED BY THE INSTRUMENTS DESCRIBED IN SCHEDULE I ATTACHED HERETO, UPON WHICH RECORDING PRIVILEGE TAX HAS BEEN PAID. THIS INSTRUMENT IS EXEMPT FROM PAYMENT OF FURTHER RECORDING PRIVILEGE TAX PURSUANT TO SECTION 40-22-2(4) OF THE ALABAMA CODE.

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ALABAMA COLLATERAL ASSIGNMENT OF LESSEE'S INTEREST IN LEASES

This Assignment is one of fourteen (14) original counterparts; one original will be filed in each of the counties listed below:

<u>Unit #</u>	<u>Street Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	<u>County</u>
2692	271 S. Gay St.	Auburn	AL	36830	Lee
3962	1801 Pinson Valley Parkway	Tarrant	AL	35217	Jefferson
4263	2463 U.S. Highway 43	Winfield	AL	35594	Marion
4286	1017 Fort Dale Road	Greenville	AL	36037	Butler
5206	218 Haynes St	Talladega	AL	35160	Talladega
15207	15500 Hwy 43 N	Russellville	AL	35653	Franklin
15312	2102 11th Ave.	Haleyville	AL	35565	Winston
15970	39 Horsecreek Blvd	Dora	AL	35062	Walker
16079	260 Cane Creek Road	Warrior	AL	35180	Jefferson
21439	121 Supercenter Drive	Calera	AL	35040	Shelby
22747	508 Hwy 78 West	Jasper	AL	35501	Walker
22748	7959 Highway 431	Albertville	AL	35950	Marshall
22749	4623 Highway 280 South	Birmingham	AL	35242	Shelby
22751	1669 Cherokee Ave. S.W.	Cullman	AL	35055	Cullman
22752	523 Fieldstown Road	Gardendale	AL	35071	Jefferson
22755	1040 Hwy. 431	Boaz	AL	35957	Marshall
22757	5961 AL Hwy. 157	Cullman	AL	35055	Cullman
22760	2130 Quintard Ave.	Anniston	AL	36201	Calhoun
22761	602 Hwy. 31 S.	Hartselle	AL	35640	Morgan
22765	1821 Montgomery Hwy.	Hoover	AL	35244	Jefferson
22766	710 – 9 th Ave. – No. W. Lake Mall	Bessemer	AL	35020	Jefferson
22767	2885 N. Parkway	Huntsville	AL	35810	Madison
22915	4315 University Drive	Huntsville	AL	35805	Madison
22923	1611 S. Pelham Road	Jacksonville	AL	36265	Calhoun
23683	950 Old Monrovia Road	Huntsville	AL	35806	Madison
23685	997 Brindlee Mountain Pkwy	Arab	AL	35016	Marshall
23686	6694 Highway 431	Owens Crossroads	AL	35763	Madison
23690	1746 Military Street South	Hamilton	AL	35570	Marion
26053	4040 Bond Boulevard	Bessemer	AL	35022	Jefferson
26054	4804 Highway 52	Helena	AL	35050	Shelby

THIS ALABAMA COLLATERAL ASSIGNMENT OF LESSEE'S INTEREST IN LEASES (the "Assignment") is made as of February 26, 2010, by **TACALA, LLC**, a Delaware limited liability company, whose address for all purposes hereunder is 4268 Cahaba Heights Court, Birmingham, Alabama 35423 ("Assignor") to and in favor of **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, acting in its capacity as Administrative Agent on behalf of itself and the other Holders of the Secured Obligations (as such terms are defined in the Credit Agreement, hereinafter defined), that are from time to time party to the Credit Agreement ("Assignee"), whose address for all purposes hereunder is 5938 Priestly Drive, Suite 200, Carlsbad, California 92008;

WITNESSETH: That,

WHEREAS Assignor, as borrower, Assignee, as administrative agent, and certain lenders are party to a certain Credit Agreement dated as of August 16, 2005 (the "Original Credit Agreement"), as amended by that certain First Amendment to Credit Agreement dated as of October 5, 2007 (the "Original First Amendment"), as amended and restated by that certain Amended and Restated Credit Agreement dated as of January 2, 2008 (the "Amended and Restated Credit Agreement"), as amended by that certain First Amendment to Amended and Restated Credit Agreement, dated as of March 27, 2009, (the "First Amendment"), as amended by that certain Second Amended and Restated Credit Agreement dated as of the date hereof (the "Second Amended Credit Agreement"; the Original Credit Agreement, as amended by the Original First Amendment, as amended and restated by the Amended and Restated Credit Agreement, as amended by the First Amendment, as amended and restated by the Second Amended Credit Agreement and as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") (unless otherwise defined herein, capitalized terms used in this Assignment shall have the meanings ascribed to them in the Credit Agreement); and

WHEREAS, pursuant to the Second Amended Credit Agreement, certain Lenders are agreeing to make loans to Assignor in an aggregate principal sum of Seventy Eight Million One Hundred Forty Seven Thousand Seven Hundred Ninety Six and 71/100s (\$78,147,796.71) (collectively, the "Loan"); and

WHEREAS, Assignee for itself and on behalf of the other Holders of Secured Obligations have agreed to enter into the Second Amended Credit Agreement, and certain Lenders have agreed to make the Loan to Assignor upon, and subject to, the terms and conditions set forth herein and in the other Loan Documents; and

WHEREAS, the Loan, as part of the Secured Obligations, is secured, in part, by those certain (i) Mortgages, Assignments of Leases and Rents, Security Agreements and Fixture Filings, (ii) Leasehold Mortgages, Assignments of Leases and Rents, Security Agreements and Fixture Filings, and (iii) Amended and Restated Mortgages, Assignments of Leases and Rents, Security Agreements and Fixture Filings (as the may be amended, modified, extended, renewed, restated and/or supplemented from time to time, collectively, the "Mortgages") and by those certain Uniform Commercial Code Financing Statements (UCC-1s) more particularly identified in Schedule I attached hereto and made a part hereof; and

WHEREAS, Assignee desires additional security for the Loan pursuant to the terms and conditions of the Credit Agreement and has requested, and Assignor has agreed to execute and deliver, this Assignment; and

WHEREAS, Assignor entered into those certain leases (collectively, as the same may be amended, modified, extended, renewed, restated and/or supplemented from time to time, the "Leases"), which leases are described on Exhibit B attached hereto and made a part hereof, by and between Assignor, as tenant, and the respective landlords described on Exhibit B, with respect to those certain tracts of real property (collectively, the "Premises") described on Exhibit A attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and undertakings herein specified and other good and valuable consideration, all of which is hereby mutually acknowledged, Assignor and Assignee agree as follows:

1. Assignment. As additional security for (i) the payment of principal of, and accrued interest on, the Secured Obligations and (ii) the performance of all other obligations of the Assignor set forth in the Credit Agreement and the other Loan Documents executed and delivered in connection therewith, Assignor hereby grants, bargains, sells, conveys, warrants, confirms, assigns, transfers, sets over and delivers unto Assignee, its successors and assigns, with power of sale and right of foreclosure, all right, title and interest of Assignor in, to and under the Leases and in and to Assignor's interest in and to the Premises.

2. Representations and Warranties. To induce Assignee to accept this Assignment, Assignor hereby represents and warrants to Assignee that:

(a) Assignor has full power and authority to assign the Leases. Assignor has not executed any prior mortgage conveying any of Assignor's interest in the Premises or any assignment of any of its rights under the Leases to any person other than Assignee;

(b) The Leases are valid, enforceable and in full force and effect; and

(c) No default exists under the Leases.

3. Affirmative Covenants. Assignor hereby covenants, promises and agrees that it shall:

(a) Observe, fulfill and perform each and every condition, covenant and provision of the Leases which is required to be fulfilled or performed by Assignor, within any grace or cure period permitted thereunder; and

(b) Give prompt notice to Assignee of any notice of default given or received by Assignor under the Leases, together with a true copy of such notice and any supporting materials.

4. Negative Covenants. Assignor shall not, without the prior written consent of Assignee:

(a) Cause, by its acts or omissions, the term of the Leases to be terminated or surrender the Leases or the Premises;

(b) Waive or release any landlord from any obligations or conditions to be performed by that landlord under the Leases;

(c) Pledge, transfer, mortgage or otherwise encumber or assign the Leases; or

(d) Materially modify or alter the terms of the Leases.

5. Indemnification. Assignee shall not be obligated to perform or discharge any obligation of Assignor under the Leases, or under or by reason of this Assignment, unless Assignee exercises its rights under Section 8 hereunder, whereupon Assignee shall be deemed to be bound by all of the terms, provisions, covenants and obligations under the Leases on Assignor's part, as tenant or lessee, to be kept or performed. Assignor hereby agrees to indemnify and defend Assignee against and hold Assignee harmless from (i) any and all liability, loss or damage which Assignee may incur under the terms of the Leases or this Assignment and (ii) any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligation on Assignee's part to perform any obligation under the Leases, including any obligations of Assignee incurred by reason of the exercise of any right or remedy set forth in Section 8 hereof. Should Assignee incur any such liability, loss or damage under the Leases or this Assignment, or in defense against any such claims or demands, the amount thereof, including costs, expenses and reasonable attorney's fees shall be added to the obligations secured hereby and Assignor shall reimburse Assignee therefor, immediately upon demand. Notwithstanding the foregoing, Assignor shall not be liable to Assignee with respect to any obligations of the tenant first arising under any Lease subsequent to the date of Assignee's acquisition thereof pursuant to Section 8 of this Agreement, except to the extent that such liability arises out of any act or omission first occurring prior to the date of Assignee's acquisition thereof pursuant to Section 8 of this Assignment. Nothing herein shall obligate Assignor to indemnify or defend Assignee from its own gross negligence, bad faith or willful misconduct.

6. Rights and Privileges. Prior to an Event of Default, Assignor shall retain all rights and privileges of tenant which arise from or out of the Leases, including but not limited to the use and enjoyment of the Premises and the right to the profits arising from the use of the Premises.

7. Event of Default. The occurrence of any one of the following events shall constitute an "Event of Default" hereunder:

(a) The failure by Assignor to perform or observe any covenant of Assignor contained in this Assignment;

(b) The failure by Assignor to cause to be true and not misleading any warranty of Assignor contained herein;

(c) The occurrence of any "Event of Default," as set forth and defined in the Credit Agreement or in any other Loan Documents; or

(d) The occurrence of any default by Assignor under any of the Leases on account of which the landlord under such Lease, either under the terms of the Lease or under applicable law, is or may be authorized to offset rent or terminate the Lease.


8. Remedies. After an Event of Default has occurred and is continuing, Assignee, as Administrative Agent, at its option, without notice may (i) assume the role of tenant under the Leases, (ii) enter upon and, as tenant, take possession of and operate the Premises, (iii) surrender the Leases, (iv) make any alterations, renovations, repairs and replacements to the Premises in accordance with the Leases, (v) sublease or assign its rights and remedies hereunder and (vi) bring or defend any suit in connection with the Premises in accordance with the Leases in its own name or in the name of Assignor. In addition, Assignee shall at its election be entitled to foreclose upon the Assignor's interest under the Leases in the manner provided by law.

9. Termination. This Assignment shall terminate and shall for all purposes be rendered null and void, without the necessity of further documentation, upon payment in full to Assignee of all amounts owing by Assignor under the Loan and satisfaction and performance by Assignor of all its obligations under the Loan Documents. Upon termination of this Assignment, Assignee hereby agrees to execute and deliver all such documentation and, at Assignor's expense, to make all such filings with the appropriate filing offices as reasonably necessary to document and record the termination of this Assignment.

10. Successors and Assigns. This Assignment and all representations, warranties, powers and rights herein contained or resulting herefrom are binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided; that Assignor may not assign its rights or obligations under this Assignment without the prior written consent of Assignee.

11. Performance Under Lease by Assignee. Should Assignor fail to perform or observe any covenant or comply with any condition contained in the Leases, then Assignee, but without obligation so to do and without notice to or demand on Assignor or releasing Assignor from its obligation so to do, may perform such covenant or condition and, to the extent that Assignee shall incur any costs or pay any monies in connection therewith, including any costs or expenses of litigation, then such costs, expense or payment shall be included in the indebtedness secured hereby and shall bear interest from the incurring or payment thereof at the Default Rate set forth in the Credit Agreement.

12. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State in which the Premises are located.


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03/04/2010 01:37:11 PM FILED/CERT

13. Terms Defined. Terms used herein and not defined herein have their respective defined meanings as set forth in the Credit Agreement.

14. Terminology. All personal pronouns used in this Assignment, whether used in the masculine, feminine or neuter gender, shall include all other genders, and the singular shall include the plural, and vice versa. Titles of Articles are for convenience only and neither limit nor amplify the provisions of this Assignment.

15. Severability. If any provision of this Assignment or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Assignment and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16. No Oral Modifications. Neither this Assignment nor any provisions hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has executed this Assignment under seal as of the date first above written.

ASSIGNOR:

TACALA, LLC, a Delaware limited liability company

By: 

Name: Jerre O. Pierson, III


Title: Chief Financial Officer

[COMPANY SEAL]

STATE OF AL)
)
COUNTY OF Jefferson) ss.

I, Miranda D. English notary public in and for said County and in said State, hereby certify that Jerre O. Pierson, III, whose name as the Chief Financial Officer of Tacala, LLC, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this the 24 day of Feb, 2010.


Notary Public

My Commission Expires

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
COMMISSION EXPIRES: Nov 10, 2013
BONDED THRU NOTARY PUBLIC UNDERWRITERS


[NOTARIAL SEAL]

20100304000063760 9/54 \$175.00
Shelby Cnty Judge of Probate, AL
03/04/2010 01:37:11 PM FILED/CERT

SCHEDULE I
SCHEDULE OF COLLATERAL SECURITY DOCUMENTS
[Mortgages (fee and leasehold) and UCCs]

NBU 20903160 Local File 157104	3588	381 Palisades Blvd. Birmingham AL (Jefferson County)	Lender's Policy in an amount equal to \$1,600,000	Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing Assignment Leases and Rents ("ALR") UCC
NBU 20903161 Local File 157103	1933	1101 Forrestdale Blvd. Birmingham AL (Jefferson County)	Lender's Policy in an amount equal to \$1,600,000	Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing ALR UCC
NBU 20903163 Local File 157102	5024	213 Lakeshore Parkway Homewood AL (Jefferson County)	Lender's Policy in an amount equal to \$1,600,000	Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing ALR UCC
NBU 20903173 Local File TBD	19814	2903 20th Ave. Valley AL (Chambers County)	Lender's Policy in an amount equal to \$1,600,000	Amended and Restated Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing ALR UCC
NBU 21020225 Local File T-82402 LEASEHOLD MOL Property	502	9509 Parkway East Birmingham AL (Jefferson County)	Lender's Policy in an amount equal to \$1,000,000	Memorandum of Lease Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing ALR UCC
NBU 21020226 Local File T-82413 LEASEHOLD MOL Property	22750	7756 Crestwood Blvd. Birmingham AL (Jefferson County)	Lender's Policy in an amount equal to \$1,000,000	Memorandum of Lease Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing ALR UCC
NBU 21020227 Local File T-82411 LEASEHOLD	5627	1835 Centerpoint Rd. Birmingham AL (Jefferson County)	Lender's Policy in an amount equal to \$1,000,000	Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing ALR UCC
NBU 21020228 Local File T-82412 LEASEHOLD	22752	523 Fieldstown Rd. Gardendale AL (Jefferson County)	Lender's Policy in an amount equal to \$1,000,000	Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing ALR UCC

NBU 21020229 Local File T-82408 LEASEHOLD	22753	3064 Warrior River Rd. Hueytown AL (Jefferson County)	Lender's Policy in an amount equal to \$1,000,000	Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing ALR UCC
NBU 21020230 Local File T-82410 LEASEHOLD	22758	1030 Airport Rd. SW Huntsville AL (Madison County)	Lender's Policy in an amount equal to \$1,000,000	Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing ALR UCC
NBU 21020231 Local File T-82409 LEASEHOLD	23684	2015 Whitesburg Dr. Huntsville AL (Madison County)	Lender's Policy in an amount equal to \$1,000,000	Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing ALR UCC
NBU 21020232 Local File T-82404 LEASEHOLD	22770	1807 Beltline Rd. Decatur AL (Morgan County)	Lender's Policy in an amount equal to \$1,000,000	Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing ALR UCC
NBU 21020233 Local File T-82406 LEASEHOLD	4909	2011 Hwy 280 Phenix City AL (Russell County)	Lender's Policy in an amount equal to \$1,000,000	Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing ALR UCC
NBU 21020234 Local File T-82403 LEASEHOLD	22756	815 Skyland Blvd. Tuscaloosa AL (Tuscaloosa County)	Lender's Policy in an amount equal to \$1,000,000	Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing ALR UCC
NBU 21020235 Local File T-82405 LEASEHOLD MOL Property	22762	236 15th St. Tuscaloosa AL (Tuscaloosa County)	Lender's Policy in an amount equal to \$1,000,000	Memorandum of Lease Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing ALR UCC
NBU 21020236 Local File T-82407 LEASEHOLD	22775	2610 Stillman Blvd. Tuscaloosa AL (Tuscaloosa County)	Lender's Policy in an amount equal to \$1,000,000	Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing ALR UCC


20100304000063760 11/54 \$175.00
Shelby Cnty Judge of Probate, AL
03/04/2010 01:37:11 PM FILED/CERT

Unit 2692
271 S. Gay St., Auburn, AL
Owner Name: FRIH Taco, LLC
Lee County

EXHIBIT A
LEGAL DESCRIPTION

Lots 1 and 2, Taco Bell Subdivision, according to and as shown by map or plat of said subdivision of record in Town
Plat Book 28, at Page 81 in the Office of the Judge of Probate of Lee County, Alabama.

[EXHIBIT A CONTINUES ON FOLLOWING PAGES]

Unit 3962
1801 Pinson Valley Parkway, Tarrant, Alabama
Owner Name: J. Greg Aronson and Jessica R. Aronson
Jefferson County

EXHIBIT A
LEGAL DESCRIPTION

Lots 13, 14 and 15, in Block C, according to the amended plat of Tarrant Land Company's Survey of Tarrant City, as recorded in Map Book 10, page 107, in the Office of the Judge of Probate of Jefferson County, Alabama., being situated in Jefferson County, Alabama.

Lots 13, 14 and 15 in Block C, according to the amended plat of Tarrant Land Company's survey of Tarrant City, as recorded in Map Book 10, page 107 in the Office of the Judge of Probate of Jefferson County, Alabama, and being more particularly described as follows:

Begin at an iron pin located at the intersection of the Southeast right of way margin of Pinson Valley Parkway and the Northeast right of way margin of Elizabeth Avenue, said point being the Northwest corner of said Lot 13, said point being the True Point of Beginning; thence run North 55° 00' 00" East along the Southeast right of way margin of Pinson Valley Parkway for a distance of 150.00 feet to an iron pin; thence run South 35° 00' 00" East for a distance of 140.00 feet to an iron pin on the North margin of a 20.00 foot public alley; thence run South 55° 00' 00" West along said alley for a distance of 150.00 feet to an iron pin on the Northeast right of way margin of Elizabeth Avenue; thence run North 35° 00' 00" West along said right of way margin for a distance of 140.00 feet to a point and back to the true point of beginning.

[EXHIBIT A CONTINUES ON FOLLOWING PAGES]



20100304000063760 13/54 \$175.00
Shelby Cnty Judge of Probate, AL
03/04/2010 01:37:11 PM FILED/CERT

Unit 4263
2643 U.S. Highway 43, Winfield, Alabama
Owner Name: GE Capital Franchise Finance Corporation
Marion County

EXHIBIT A LEGAL DESCRIPTION

A Tract of Land situated in the East half of the Southwest quarter of Section 7, Township 13 South, Range 12 West, Marion County, Alabama, more particularly described as follows, to wit:

Beginning at the Northeast corner of the Southeast quarter of Southwest quarter of said Section 7; thence run South 04°29' East along the East boundary of said Southeast quarter of Southwest quarter, a distance of 307.35 feet to an old iron pin situated on the Southerly right of way of US Highway No. 78 and 43; thence run North 60°47' West, along the Southerly right of way of said Highway, a distance of 512.50 feet to a railroad spike, said railroad spike being the point of beginning of the lands herein described; thence continue North 60°47' West, along the Southerly right of way of said highway, a distance of 150 feet to a railroad spike; thence run South 29°13' West, perpendicular to the South right of way of said Highway, a distance of 175 feet to an iron pin; thence run South 60°47' East parallel with the Southerly right of way of said Highway, a distance of 150 feet to a railroad spike; thence run North 29°13' East a distance of 175 feet to the point of beginning of the land herein described.

[EXHIBIT A CONTINUES ON FOLLOWING PAGES]

Unit 4286
1017 Fort Dale Road, Greenville, AL
Owner Name: Dietrich Kroger and Judith Mai-Kroger, husband and wife as community property with right of survivorship
Butler County
Page 1 of 2

EXHIBIT A LEGAL DESCRIPTION

COMMENCE AT A POINT KNOWN AS THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 10 NORTH, RANGE 14 EAST, BUTLER COUNTY, ALABAMA;

THENCE NORTH 1300.92 FEET TO A POINT; THENCE WEST 1834.49 FEET TO A POINT LOCATED AT THE INTERSECTION OF THE NORTH SIDE OF CAHABA ROAD AND THE WEST RIGHT OF WAY (35 FOOT TO CENTERLINE) OF ALABAMA HIGHWAY NO. 185; THENCE ALONG SAID RIGHT OF WAY NORTH 04 DEGREES 28 MINUTES 47 SECONDS EAST, 160.00 FEET TO A POINT; THENCE NORTH 10 DEGREES 33 MINUTES 56 SECONDS EAST 110.91 TO AN IRON PIN AND POINT OF BEGINNING FOR THE HEREIN DESCRIBED PARCEL OF LAND (TIE TAKEN FROM SURVEY BYRON W. SEXTON, ALABAMA REGISTRATION NO.15452, DATED MAY 7, 1990); THENCE LEAVING SAID RIGHT OF WAY NORTH 74 DEGREES 32 MINUTES 10 SECONDS WEST 177.80 FEET TO AN IRON PIN; THENCE NORTH 14 DEGREES 18 MINUTES 49 SECONDS EAST 143.94 FEET TO AN IRON PIN; THENCE SOUTH 74 DEGREES 32 MINUTES 10 SECONDS EAST 175.00 FEET TO AN IRON PIN LOCATED ON THE WEST RIGHT OF WAY OF ALABAMA HIGHWAY NO. 185 (35 FOOT TO CENTERLINE); THENCE ALONG SAID RIGHT OF WAY SOUTH 15 DEGREES 47 MINUTES 45 SECONDS WEST 4.12 FEET TO AN IRON PIN AND BEGINNING OF A CURVE; THENCE SOUTHWESTERLY ALONG SAID CURVE (CHORD BEARING SOUTH 13 DEGREES 07 MINUTES 24 SECONDS WEST, CHORD DISTANCE 139.91 FEET, RADIUS 1500.46 FEET) TO THE POINT OF BEGINNING. ALL BEING A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 10 NORTH, RANGE 14 EAST, BUTLER COUNTY, ALABAMA.

**LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY, TO WIT:
COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 10 NORTH, RANGE 14 EAST; THENCE SOUTH 00 DEGREES 00 MINUTES 35 SECONDS WEST A DISTANCE OF 392.05 FEET TO A POINT; THENCE SOUTH 82 DEGREES 41 MINUTES 43 SECONDS WEST, A DISTANCE OF 622.62 FEET TO AN IRON PIN; THENCE SOUTH 15 DEGREES 18 MINUTES 53 SECONDS WEST A DISTANCE OF 63.26 FEET TO A POINT; THENCE SOUTH 81 DEGREES 42 MINUTES 40 SECONDS WEST A DISTANCE OF 1030.84 FEET TO A POINT ON THE EXISTING CENTERLINE OF PROJECT NO. NHF-65-1(208) AT STATION 35+00; THENCE SOUTH 14 DEGREES 47 MINUTES 36 SECONDS WEST, ALONG THE EXISTING CENTERLINE OF SAID PROJECT, A DISTANCE OF 313.53 FEET TO A POINT ON, THE EXISTING CENTERLINE OF SAID PROJECT AT EQUATION STATION PT. 31+87.70 BACK -31+86.47 AHEAD; THENCE NORTHWESTERLY, ALONG A LINE PERPENDICULAR TO THE EXISTING CENTERLINE OF SAID PROJECT, A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN TO BE CONVEYED; THENCE NORTH 14 DEGREES 47 MINUTES 36 SECONDS EAST, PARALLEL WITH THE EXISTING CENTERLINE OF SAID PROJECT, A DISTANCE OF 4 FEET, MORE OR LESS, TO A POINT ON THE NORTH PROPERTY LINE; THENCE SOUTHEASTERLY, ALONG SAID NORTH PROPERTY LINE, A DISTANCE OF 15 FEET TO AN IRON PIN ON THE PRESENT WEST RIGHT OF WAY LINE OF ALABAMA HIGHWAY 185; THENCE SOUTHWESTERLY, ALONG SAID PRESENT WEST RIGHT OF WAY LINE, A DISTANCE OF 146 FEET, MORE OR LESS, TO AN IRON PIN ON THE SOUTH PROPERTY LINE; THENCE NORTHWESTERLY, ALONG SAID SOUTH PROPERTY LINE, A DISTANCE OF 15 FEET TO A POINT THAT IS 50 FEET NORTHWESTERLY OF AND AT RIGHT ANGLES TO THE EXISTING CENTERLINE OF SAID PROJECT; THENCE NORTHEASTERLY, ALONG A CURVE TO THE RIGHT (CONCAVE**

Unit 4286
1017 Fort Dale Road, Greenville, AL
Owner Name: Dietrich Kroger and Judith Mai-Kroger, husband and wife as community property with right of survivorship
Butler County
Page 2 of 2

**EXHIBIT A
LEGAL DESCRIPTION-CONTINUED**

NORTHEASTERLY) HAVING A RADIUS OF 1515.46 FEET, A DISTANCE OF 142 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. SAID PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 10 NORTH, RANGE 14 EAST AND CONTAINING 0.050 ACRE, MORE OR LESS.

Being the same property as set forth on that certain survey dated June 6, 2005, prepared by Derek L. Harvel of Harvel & Associates, Inc. and described as follows:

All that tract or parcel of land situated, lying and being in the Southeast 1/4 of the Northeast 1/4 of Section 10, Township 10 North, Range 14 East, Butler County, Alabama, and being more particularly described as follows:

Commence at the Southeast Corner of the Northeast 1/4 of the Southeast 1/4 of Section 10, Township 10 North, Range 14 East, Butler County, Alabama; thence run North 00°00'00" East for a distance of 1300.92 feet to a point; thence run North 90°00'00" West for a distance of 1834.49 feet to a point at the intersection of the North side of Cahaba Road and the West right-of-way margin of Fort Dale Road, also known as Alabama Highway No. 185; thence run North 04°28'47" East along the West right-of-way margin of Fort Dale Road for a distance of 160.00 feet to a point; thence run North 10°33'56" East along said right-of-way margin for a distance of 110.91 feet to a point; thence run North 74°32'10" West for a distance of 15.00 feet to an iron pin, said point being the True Point of Beginning; thence continue North 74°92'10" West for a distance of 162.80 feet to an iron pin; thence run North 14°18'49" East for a distance of 143.94 feet to an iron pin; thence run South 74°32'10" East for a distance of 160.00 feet to an iron pin on the West right-of-Way margin of Fort Dale Road; thence run South 14°47'36" West along said right-of-way margin for a distance of 4.00 feet to an iron pin, said point being the point of a curve to the left having a radius of 1515.46 feet and an arc distance of 140.07 feet; thence run along said curve to the left and along said right-of-way margin a chord bearing of South 13°09'16" West and a chord distance of 140.03 feet to a point and back to the True Point of Beginning.

[EXHIBIT A CONTINUES ON FOLLOWING PAGES]

Unit 5206
218 Haynes Street, Talladega, AL
Owner Name: Caruffoli Family Trust Created on February 14, 1994
Talladega County

**EXHIBIT A
LEGAL DESCRIPTION**

Property situated in Section 26, Township 18 South, Range 5 East, Talladega County, Alabama, more particularly described as follows: Commence at the northeast corner of said Section 26; thence in a southerly direction along the easterly line of said Section 26 a distance of 543.71 feet; thence 70 degrees 15 minutes right in a southwesterly direction a distance of 181.50 feet; thence 90 degrees left in a southeasterly direction a distance of 591.00 feet; thence 90 degrees right in a southwesterly direction a distance of 375.00 feet; thence 90 degrees right in a northwesterly direction a distance of 30.00 feet; thence 90 degrees left in a southwesterly direction a distance of 252.81 feet to the point of beginning; thence continue along last described course a distance of 186.42 feet to a point on a curve having a radius of 2181.83 feet, said point on a curve having a radius of 2181.83 feet, said point established on the ground September 14, 1992 by Alabama Highway Department and shown on map furnished by said Highway Department, dated February 10, 1992 and further identified on said map as Tract No. 14; thence 91 degrees 20 minutes 43 seconds left to tangent of said curve, in a southeasterly direction along said curve to the left a distance of 200.55 feet; thence 83 degrees 23 minutes 17 seconds left from tangent of said curve in a northeasterly direction a distance of 172.51 feet; thence 90 degrees left in a northwesterly direction a distance of 200.0 feet to the point of beginning.

Together with reciprocal egress/ingress easement recorded in deed book 593, page 405 and deed book 620, page 847 and the beneficial rights therein described.

Being the same property as set forth on that survey dated June 31, 2005, prepared by Derek L. Harvel of Harvel & Associates, Inc. and described as follows:

All that tract or parcel of land lying and being in Section 26, Township 18 South, Range 5 East, Talladega County, Alabama and being more particularly described as follows: Commence at an iron pin at the northeast corner of Section 26, Township 18 South, Range 5 East, Talladega County, Alabama; thence run South 00 degrees 00 minutes 00 seconds West for a distance of 543.71 feet to a point; thence run South 70 degrees 15 minutes 00 seconds West for a distance of 181.50 feet to a point; thence run South 19 degrees 45 minutes 00 seconds East for a distance of 591.00 feet to a point; thence run South 70 degrees 15 minutes 00 seconds West for a distance of 375.00 feet to a point; thence run North 19 degrees 45 minutes 00 seconds West for a distance of 30.00 feet to a point; thence run South 70 degrees 15 minutes 00 seconds West for a distance of 252.81 feet to an iron pin, said point being the true point of beginning; thence continue South 70 degrees 15 minutes 00 seconds West for a distance of 186.42 feet to an iron pin on the northeast R.O.W. margin of Haynes Street, said point being the PC of a curve to the left having a radius of 2181.83 feet and having an arc distance of 200.55 feet; thence run along said curve to the left a chord bearing of South 23 degrees 43 minutes 43 seconds East and a chord distance of 200.48 feet to an iron pin; thence run North 70 degrees 15 minutes 00 seconds East for a distance of 172.51 feet to an iron pin; thence run North 19 degrees 45 minutes 00 seconds West for a distance of 200.01 feet to a point and back to the true point of beginning.

[EXHIBIT A CONTINUES ON FOLLOWING PAGES]

Unit 15207
15500 Hwy 43 N, Russellville, AL
Owner Name: Kwong-Yuen Seung and Ruth Seung, as husband & wife
Franklin County

**EXHIBIT A
LEGAL DESCRIPTION**

That tract or lot of land lying in the County of Franklin, State of Alabama, known and described as follows, to wit;

Begin at the Northeast corner of the South half of Section 20, Township 6 South, Range 11 West; thence South 87°00' West along the North boundary line of said South half a distance of 2829.76 feet to the East right of way line of US Highway No. 43; thence South 03°25' West along said East right of way line a distance of 1228.55 feet to the point of beginning of the land herein described; thence South 85°40' East a distance of 200 feet; thence South 03°25' West a distance of 135 feet; thence North 85°40' West a distance of 200 feet to the East right of way line of said Highway No. 43; thence North 03°25' East along said East right of way line a distance of 135 feet to the point of beginning. Lying and being situated in the South half of Section 20, Township 6 South, Range 11 West, Franklin County, Alabama.

Being the same property as set forth on that certain survey dated June 6, 2005, prepared by Derek L. Harvel of Harvel & Associates, Inc. and described as follows:

All that tract or parcel of land lying and being in the South 1/3 of Section 20, Township 6 South, Range 11 West, County of Franklin, State of Alabama, and being more particularly described as follows:

Commence at the Northeast corner of the South 1/2 of Section 20, Township 6 South, Range 11 West, County of Franklin, State of Alabama; thence run South 87°00'00" West along the North boundary line of said South 1/2 for a distance of 2829.76 feet to a point on the East right of way margin of US Highway No. 43; thence run South 03°25'00" West along said right of way margin for a distance of 1228.55 feet to an iron pin, said point being the True point of beginning; thence run South 85°40'00" East a distance of 200.00 feet to an iron pin; thence run South 03°25'00" West for a distance of 135.00 feet to an iron pin; thence run North 85°40'00" West for a distance of 200.00 feet to an iron pin on the East right of way margin of US Highway No. 43; thence run North 03°25'00" East along said right of way margin for a distance of 135.00 feet to a point and back to the True point of beginning.

[EXHIBIT A CONTINUES ON FOLLOWING PAGES]



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Unit 15312
2102 11th Ave., Haleyville, AL
Owner Name: Lee Hanson
Winston County

EXHIBIT A LEGAL DESCRIPTION

A tract or parcel of land lying and being situated in the South half of the Northeast quarter, Section 31, Township 9 South, Range 10 West, Winston County, Alabama and being more particularly described as follows: Commence at the Southeast corner of Section 31 and run thence North 03 degrees 18 minutes 47 seconds West along the East line of Section 31 a distance of 3156.60 feet; run thence South 87 degrees 21 minutes 05 seconds West a distance of 1278.94 feet to a point marked in a retaining wall, being the point of beginning; run thence South 87 degrees 29 minutes 05 seconds West a distance of 119.79 feet to a half inch capped iron pin; run thence North 00 degrees 30 minutes 42 seconds East a distance of 102.00 feet to a concrete monument; run thence North 87 degrees 29 minutes 05 seconds East a distance of 119.79 feet to a concrete monument on the West right of way of Alabama Highway No. 5 and 11th Avenue; run thence South 00 degrees 30 minutes 42 seconds West along said right of way a distance of 102.00 feet to a point of beginning. Said lands being a part of Block "D" of the High School Addition to the City of Haleyville.

Being the same property as set forth on that certain survey dated July 9, 2005, prepared by Derek L. Harvel of Harvel & Associates, Inc. and as described as follows:

All that tract or parcel of land lying and being in Winston County, and being more particularly described as follows:

Commencing at the Southeast corner of Section 31, Township 9 South, Range 10 West, Winston County, Alabama and running thence North 03 degrees 18 minutes 47 seconds West, for a distance of 3156.60 feet to a point; thence run South 87 degrees 21 minutes 05 seconds West, for a distance of 1278.94 feet to a point, said point being the True point of beginning; thence run South 87 degrees 29 minutes 05 seconds West for a distance of 119.79 feet to an iron pin; thence run North 00 degrees 30 minutes 42 seconds East, for a distance of 102.00 feet to an iron pin; thence run North 87 degrees 29 minutes 05 seconds East for a distance of 119.79 feet to an iron pin; thence run South 00 degrees 30 minutes 42 seconds West for a distance of 102.00 feet to an iron pin, said pin being the True point of beginning.

[EXHIBIT A CONTINUES ON FOLLOWING PAGES]

Unit 15970
39 Horsecreek Boulevard, Dora, AL
Owner Name: GE Capital Franchise Finance Corporation
Walker County
Page 1 of 2

**EXHIBIT A
LEGAL DESCRIPTION**

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN WALKER COUNTY, ALABAMA, TO WIT:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, SECTION 9, TOWNSHIP 15 SOUTH, RANGE 5 WEST, WALKER COUNTY, ALABAMA, THENCE SOUTH 87 DEGREES 15 MINUTES WEST 56.7 FEET ALONG THE NORTH LINE OF SAID FORTY TO THE SOUTH LINE OF THE OLD SLOSS ROAD, THENCE SOUTH 42 DEGREES 53 MINUTES WEST 120.9 FEET ALONG SAID ROAD; THENCE SOUTH 52 DEGREES 39 MINUTES WEST 385.2 FEET ALONG SAID ROAD TO THE EAST RIGHT OF WAY LINE OF U.S. 78 HIGHWAY; THENCE SOUTH 61 DEGREES 59 MINUTES WEST 188.4 FEET TO A POINT IN THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY 78, SAID POINT BEING THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED; THENCE SOUTH 39 DEGREES 18 MINUTES EAST 200.3 FEET ALONG THE WEST RIGHT OF WAY LINE OF SAID HIGHWAY TO THE NORTH RIGHT OF WAY LINE OF THE ALABAMA POWER COMPANY TRANSMISSION LINE; THENCE SOUTH 43 DEGREES 04 MINUTES WEST 151.30 FEET ALONG SAID RIGHT OF WAY LINE; THENCE NORTH 39 DEGREES 18 MINUTES WEST 223.40 FEET PARALLEL TO U S 78 HIGHWAY, TO THE SOUTH LINE OF THE OLD SLOSS ROAD; THENCE NORTH 51 DEGREES 36 MINUTES EAST 150.02 FEET ALONG THE SOUTH LINE OF THE OLD SLOSS ROAD TO THE POINT OF BEGINNING. THE ABOVE TRACT OF LAND IS SITUATED IN THE NORTHWEST QUARTER OF NORTHEAST QUARTER, SECTION 9, TOWNSHIP 15 SOUTH, RANGE 5 WEST, WALKER COUNTY, ALABAMA.

LESS AND EXCEPT THE FOLLOWING:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF NORTHEAST QUARTER, SECTION 9, TOWNSHIP 15 SOUTH, RANGE 5 WEST; THENCE NORTHERLY ALONG EAST LINE OF SAID NORTHWEST QUARTER OF NORTHEAST QUARTER A DISTANCE OF 69 FEET, MORE OR LESS, TO THE PRESENT SOUTHWEST RIGHT OF WAY LINE OF US HIGHWAY NO. 78, THENCE NORTHWESTERLY ALONG SAID PRESENT SOUTHWEST RIGHT OF WAY LINE A DISTANCE OF 1,055 FEET, MORE OR LESS, TO A POINT THAT IS 150.64 FEET SOUTHEASTERLY OF THE CENTERLINE OF PROJECT NO. S-6408(104) AND THE POINT OF BEGINNING OF THE PROPERTY HEREIN TO BE CONVEYED; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE A DISTANCE OF 138 FEET, MORE OR LESS, TO A POINT THAT IS 85 FEET SOUTHEASTERLY OF AND AT RIGHT ANGLES TO THE CENTERLINE OF SAID PROJECT STATION 145+52; THENCE SOUTH 31 DEGREES 06 MINUTES WEST PARALLEL TO THE CENTERLINE OF SAID PROJECT A DISTANCE OF 18 FEET, MORE OR LESS, TO SOUTHWEST PROPERTY LINE; THENCE NORTHWESTERLY ALONG SAID SOUTHWEST PROPERTY LINE, A DISTANCE OF 47 FEET, MORE OR LESS, TO THE PRESENT SOUTHEAST RIGHT OF WAY LINE OF A COUNTY ROAD, THENCE NORTHEASTERLY ALONG SAID PRESENT SOUTHEAST RIGHT OF WAY A DISTANCE OF 162 FEET, MORE OR LESS, TO PRESENT SOUTHWEST RIGHT OF WAY LINE OF U.S. HIGHWAY 78; THENCE SOUTHEASTERLY ALONG SAID PRESENT SOUTHWEST RIGHT OF WAY LINE A DISTANCE OF 51 FEET, MORE OR LESS, TO POINT OF BEGINNING.

**BEING OF THE SAME PROPERTY AS SET FORTH ON THAT SURVEY DATED JUNE 25, 2005,
PREPARED BY DEREK L. HARVEL OF HARVEL & ASSOCIATES, INC. AND DESCRIBED AS FOLLOWS:**

ALL THAT TRACT OR PARCEL OF LAND SITUATED, LYING AND BEING IN THE NORTHEAST

Unit 15970
39 Horsecreek Boulevard, Dora AL
Owner Name: GE Capital Franchise Finance Corporation
Winston County
Page 2 of 2

**EXHIBIT A
LEGAL DESCRIPTION-CONTINUED**

**QUARTER, SECTION 9, TOWNSHIP 15 SOUTH, RANGE 5 WEST, WALKER COUNTY, ALABAMA, AND
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST
QUARTER, SECTION 9, TOWNSHIP 15 SOUTH, RANGE 5 WEST, WALKER COUNTY, ALABAMA,
THENCE RUN SOUTH 87°15'00" WEST FOR A DISTANCE OF 56.70 FEET TO A POINT, THENCE RUN
SOUTH 42°53'00" WEST FOR A DISTANCE OF 120.90 FEET TO A POINT, THENCE RUN SOUTH
52°39'00" WEST FOR A DISTANCE OF 385.2 FEET TO A POINT; THENCE RUN SOUTH 61°59'00" WEST
FOR A DISTANCE OF 188.40 FEET TO AN IRON PIN; THENCE RUN SOUTH 39°18'00" EAST FOR A
DISTANCE OF 59.11 FEET TO AN IRON PIN, SAID POINT BEING THE TRUE POINT OF BEGINNING;
THENCE RUN SOUTH 39°18'00" EAST FOR A DISTANCE OF 141.19 FEET TO AN IRON PIN; THENCE
RUN SOUTH 43°04'00" WEST FOR A DISTANCE OF 151.30 FEET TO AN IRON PIN; THENCE RUN
NORTH 39°18'00" WEST FOR A DISTANCE OF 175.92 FEET TO AN IRON PIN; THENCE RUN NORTH
30°39'28" EAST FOR A DISTANCE OF 18.00 FEET TO AN IRON PIN; THENCE RUN NORTH 59°35'09"
EAST, FOR A DISTANCE OF 134.67 FEET TO A POINT AND BACK TO THE TRUE POINT OF
BEGINNING.**

[EXHIBIT A CONTINUES ON FOLLOWING PAGES]

Unit 16079
260 Cane Creek Road, Warrior, Alabama
Owner Name: GE Capital Franchise Finance Corporation
Jefferson County

EXHIBIT A
LEGAL DESCRIPTION

A parcel of land situated in the Northwest quarter of the Northeast quarter of Section 23, Township 14 South, Range 3 West, in Jefferson County, Alabama, more particularly described as follows:

Commence at the Southwest corner of the Northwest quarter of the Northeast quarter of Section 23, Township 14 South, Range 3 West, and run East along the South line of said quarter-quarter section for 747.45 feet; thence continue along the last described course for 175.0 feet to the Southerly right of way of the Warrior Jasper Road, said point being on a curve to the left having a radius of 3377.75 feet and a central angle of 2° 20' and 6 inches; thence turn 77° 35' 20 inches left, tangent to curve and run Westerly along the arc of said curve for 137.65 feet; thence turn 100° 4' 33 inches left, tangent to said curve and run Southerly for 201.85 feet; thence turn 90° left and run Easterly for 135.0 feet to the point of beginning.

[EXHIBIT A CONTINUES ON FOLLOWING PAGES]

Unit 21439
121 Supercenter Drive, Calera, AL
Owner Name: Tacalera, LLC
Shelby County
Page 1 of 2

**EXHIBIT A
LEGAL DESCRIPTION**

Parcel 1:

Lot 5A according to Baker Seafood, Inc Resurvey (Being a Resurvey of Lots 4 and 5, Wal-Mart Supercenter #3271 Subdivision, as recorded in Map Book 27, Page 117) as recorded in Map Book 31, Page 92, in the Office of the Judge of Probate of Shelby County, Alabama, also being situated in the Northwest quarter of the Southeast quarter of Section 4, Township 22 South, Range 2 West, St. Stephens Meridian, Shelby County, Alabama, and being more particularly described as follows:

Commence at an axle found at the Southwest corner of the Southwest quarter of the Northeast quarter, of Section 4, Township 22 South, Range 2 West, St. Stephens Meridian, Shelby County, Alabama; thence run North 02 degrees 06 minutes 24 seconds West along the West line of said quarter for a distance of 512.99 feet; thence leaving said quarter line run South 89 degrees 47 minutes 07 seconds East for a distance of 1036.65 feet to the West right of way line of Highway 31 (right of way width 100 feet); thence run South 10 degrees 16 minutes 53 seconds East along said right of way line for a distance of 466.48 feet to a point (50 feet left of 290+25.0) at the intersection of said right of way line and the West right of way line of I-65 (right of way width varies); thence run South 79 degrees 34 minutes 19 seconds West continuing along said right of way line for a distance of 49.72 feet to a point (100 feet left of 290+25.0) to the Point of Curvature of a curve to the right having a radius of 854.81 feet, a central angle of 05 degrees 36 minutes 58 seconds, a chord length of 83.76 feet and a chord bearing of South 07 degrees 31 minutes 03 seconds East; thence continue along the arc of said curve and said right of way for a distance of 83.79 feet to a capped iron found (PLS #19262) and the Point of Beginning; said point also being the Point of Curvature of a curve to the right having a radius of 854.81 feet, a central angle of 10 degrees 08 minutes 50 seconds, a chord length of 151.19 feet and a chord bearing of South 00 degrees 21 minutes 51 seconds West; thence continue along the arc of said curve and right of way for a distance of 151.39 feet to the Point of Curvature of a non-tangent curve to the left having a radius of 121.50 feet, a central angle of 20 degrees 57 minutes 11 seconds, a chord length of 44.19 feet and a chord bearing of North 79 degrees 08 minutes 51 seconds West; thence leaving said right of way continue along the arc of said curve for a distance of 44.43 feet to the Point of Tangency of said curve; thence run North 89 degrees 37 minutes 26 seconds West for a distance of 121.82 feet to the Point of Curvature of a curve to the right having a radius of 23.50 feet, a central angle of 90 degrees 00 minutes 00 seconds, a chord length of 33.23 feet and a chord bearing of North 44 degrees 37 minutes 26 seconds West; thence continue along the arc of said curve for a distance of 36.91 feet to the Point of Tangency of said curve; thence run North 00 degrees 22 minutes 34 seconds East for a distance of 119.55 feet to

a capped iron found (PLS #19262); thence run South 89 degrees 39 minutes 17 seconds East for a distance of 188.73 feet to the Point of Beginning; being situated in Shelby County, Alabama.

Unit 21439
121 Supercenter Drive, Calera, AL
Owner Name: Tacalera, LLC
Shelby County
Page 2 of 2

EXHIBIT A
LEGAL DESCRIPTION - CONTINUED

Parcel 2:

Together with a non-exclusive access easement as conveyed to Baker Seafood, Inc., on May 29, 2001, and recorded in Instrument No. 2001-25731, including ingress and egress across the following described property:

Line description of 25 foot ingress and egress easement:

Commence at the Southwest corner of the Southwest quarter of the Northeast quarter of Section 4, Township 22 North, Range 2 West, Shelby County, Alabama; thence North 02 degrees 06 minutes 24 seconds West 512.99 feet; thence South 89 degrees 47 minutes 07 seconds East 1036.65 feet; thence South 10 degrees 16 minutes 53 seconds East 396.25 feet to the Westerly margin of U.S. Highway 31; thence continue along said road South 10 degrees 16 minutes 53 seconds East 80.24 feet; thence continue along said right of way South 79 degrees 34 minutes 19 seconds West 49.72 feet; thence continue along said right of way on a curve said curve concave to the West having a radius of 854.82 feet along a chord bearing and distance South 02 degrees 26 minutes 38 seconds East of a chord distance of 234.44 feet to the beginning of a 25 foot ingress and egress easement; thence leaving said right of way along a curve said curve concave to the South having a radius of 121.50 feet along a chord bearing North 79 degrees 08 minutes 51 seconds West for a distance of 44.19 feet; thence North 89 degrees 37 minutes 26 seconds West 121.82 feet to the beginning of a curve said curve concave to the Northeast having a radius 23.50 feet along a chord bearing North 44 degrees 37 minutes 26 seconds West a chord distance of 33.23 feet; thence North 00 degrees 23 minutes 01 seconds East 230.63 feet to the beginning of a curve said curve concave to the Southeast having a radius of 43.50 feet on a chord bearing North 40 degrees 02 minutes 50 seconds East a chord distance of 55.54 feet; thence North 79 degree 43 minutes 07 seconds East 120.73 feet; thence South 10 degrees 16 minutes 53 seconds East 5.0 feet; thence North 79 degrees 43 minutes 07 seconds East 40.25 feet; thence South 65 degrees 30 minutes 48 seconds East 18.21 feet to the point of beginning, said easement being 25 feet left of the above described line being a 25 foot ingress and egress easement; being situated in Shelby County, Alabama.

[EXHIBIT A CONTINUES ON FOLLOWING PAGES]

Unit 22747
508 Hwy 78 West, Jasper AL
Owner Name: GE Capital Franchise Finance Corporation
Walker County

**EXHIBIT A
LEGAL DESCRIPTION**

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN WALKER COUNTY, ALABAMA, TO WIT:

A PART OF LOT 2, IN BLOCK 23, OF THE POWELL ADDITION TO THE CITY OF JASPER, AS RECORDED N MAP BOOK 1, PAGE 94, AND MAP BOOK 2, PAGE 76, IN THE OFFICE OF THE JUDGE OF PROBATE OF WALKER COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN SAID PARCEL AT THE PONT OF INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY #78 AND THE EASTERLY RIGHT OF WAY OF 6TH AVENUE WEST IN JASPER, ALABAMA; THENCE TRAVEL N A NORTHEASTERLY DIRECTION ALONG SAID NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY #78 A DISTANCE OF 135.0 FEET; THENCE TURN AN INTERIOR ANGLE OF 90 DEGREES 00 MINUTES AND TRAVEL IN A NORTHWESTERLY DIRECTION A DISTANCE OF 200.0 FEET TO A PONT; THENCE TURN AN INTERIOR ANGLE OF 83 DEGREES 50 MINUTES AND TRAVEL IN A SOUTHWESTERLY DIRECTION A DISTANCE OF 233.21 FEET TO A PONT ON THE EASTERLY RIGHT OF WAY LINE OF 6TH AVENUE WEST; THENCE TURN AN INTERIOR ANGLE OF 67 DEGREES 12 MINUTES AND TRAVEL IN A SOUTHEASTERLY DIRECTION ALONG SAID EASTERLY RIGHT OF WAY LINE OF 6TH AVENUE WEST A DISTANCE OF 200.0 FEET TO THE POINT OF BEGINNING. ALL OF THE ABOVE LAND LYING IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 14 SOUTH, RANGE 7 WEST, WALKER COUNTY, ALABAMA.

**BEING THE SAME PROPERTY AS SET FORTH IN THAT CERTAIN SURVEY DATED JUNE 30, 2005, PREPARED BY DEREK L. HARVEL OF HARVEL & ASSOCIATES, INC. AND DESCRIBED AS FOLLOWS:
SURVEYOR'S LEGAL DESCRIPTION**

ALL THAT TRACT OR PARCEL OF LAND SITUATED, LYING AND BEING IN WALKER COUNTY ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PART OF LOT 2, IN BLOCK 23, OF POWELL ADDITION TO THE CITY OF JASPER, AS RECORDED IN MAP BOOK 1, PAGE 94 AND MAP BOOK 2, PAGE 76, IN THE OFFICE OF THE JUDGE OF PROBATE OF WALKER COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY MARGIN OF 6TH AVENUE AND THE NORTH RIGHT-OF-WAY MARGIN OF U.S. HIGHWAY NO. 78, SAID POINT BEING THE TRUE PONT OF BEGINNING; THENCE ALONG SAID EAST RIGHT-OF-WAY MARGIN OF 6TH AVENUE, RUN NORTH 31 DEG. 48 MM. 33 SEC. WEST FOR A DISTANCE OF 200.00 FEET TO AN X IN THE CONCRETE, THENCE LEAVING SAID EAST RIGHT-OF-WAY MARGIN OF 6TH AVENUE, RUN NORTH 80 DEG. 53 MM. 56 SEC. EAST FOR A DISTANCE OF 233.21 FEET TO AN IRON PIN; THENCE RUN SOUTH 02 DEG. 53 MM. 29 SEC. EAST FOR A DISTANCE OF 199.49 FEET TO AN IRON PIN ON THE NORTH RIGHT-OF-WAY MARGIN OF U.S. HIGHWAY NO. 78; THENCE ALONG THE NORTH RIGHT-OF-WAY MARGIN OF SAID U.S. HIGHWAY NO. 78, RUN SOUTH 86 DEG. 46 MIN. 13 SEC. WEST FOR A DISTANCE OF 135.13 FEET TO A POINT AND BACK TO THE TRUE POINT OF BEGINNING.

[EXHIBIT A CONTINUES ON FOLLOWING PAGES]

Unit 22748
7959 Highway 431, Albertville, AL
Owner Name: GE Capital Franchise Finance Corporation
Marshall County

EXHIBIT A
LEGAL DESCRIPTION

All that part of the Southeast quarter of the Northeast quarter of Section 4, Township 9 South, Range 4 East, and that part of Lots # 14, 15 AND 18, in Block "D" of the Tully Addition to The City of Albertville, Alabama, as the same appears of record in Plat Book 2, Page 139 in the Probate Office of Marshall County, Alabama being more particularly described as follows:

Commencing at the intersection of the West Margin of Lusk Street with the Southwest margin of US Highway 431; Thence North 65 degrees 03 minutes West a distance of 190.0 feet to a metal marker, the point of beginning for the property herein described; Thence leaving the South margin, South 24 degrees 56 minutes West a distance of 118.78 feet to a metal marker set on the East line of Lot # 14 in Block "D" of the above Tully Addition; Thence South 13 degrees 54 minutes East along the said East line of Lot #14 a distance of 155.16 feet to the Southeast corner thereof; Thence South 77 degrees 25 minutes West (Record South 77 degrees 14 minutes West) along the South line of said Lot #14 a distance of 50 feet to the Southwest corner thereof; thence North 13 degrees 46 minutes West along the West line of said Lot #14 a distance of 149.86 feet (Recorded North 13 degrees 47 minutes West, 150 feet) to the Southeast corner of Lot #18 in Block "D" of said Tully Addition; Thence South 77 degrees 14 minutes West (Record South 77 degrees 15 minutes West) along the South line of Lot #18 a distance of 173.86 feet to a metal marker; thence leaving the South line North 24 degrees 56 minutes East (Record North 24 degrees 57 minutes East a distance of 259.49 feet) to a metal marker on the South margin of U.S. Highway 431; thence South 65 degrees 03 minutes east along said southern margin a distance of 173.66 feet to a metal marker, the point of beginning and containing 0.939 acres more or less, subject to outstanding sewer and utility easements.

[EXHIBIT A CONTINUES ON FOLLOWING PAGES]

Unit 22749
4623 Highway 280 South, Birmingham, Alabama
Owner Name: FRIH Taco, LLC
Shelby County

EXHIBIT A LEGAL DESCRIPTION

A parcel of land situated in the Northwest quarter of the Northwest quarter of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama being more particularly described as follows:

Commence at the Northwest corner of Section 36, Township 18 South, Range 2 West, and run South along the West line of said section a distance of 277.41 feet to a point on the Northeasterly right of way line of U.S. Highway 280; thence 53 degrees 01 minutes 13 seconds to the left in a Southeasterly direction along the Northeasterly right of way line of U.S. Highway 280 a distance of 254.49 feet to a point; thence 0 degrees 32 minutes 45 seconds to the right in a Southeasterly direction along the Northeasterly right of way line of U.S. Highway 280 a distance of 190.23 feet to the point of beginning; thence continue along the last stated course a distance of 135.00 feet to a point; thence 92 degrees 30 minutes to the left in a Northeasterly direction 275.00 feet to a point; thence 87 degrees 30 minutes to the left in a Northwesterly direction a distance of 135.00 feet to a point; thence 92 degrees 30 minutes to the left in a Southwesterly direction a distance of 275.00 feet to the point of beginning.

TOGETHER WITH Reciprocal Easement Agreement dated 7th August 1985 and recorded in Real Volume 038, Page 59, in the Probate Office of Shelby County, Alabama.

Being the same property as set forth on that certain survey dated July 5, 2005, prepared by Derek L. Harvel of Harvel & Associates, Inc. and described as follows:

SURVEYOR'S LEGAL DESCRIPTION

Lot 2, Cahaba South Park as recorded map or plat of said subdivision on file and of record in the Office of the Judge of Probate of Shelby County, Alabama, said tract situated, lying and being a part of the County of Shelby, State of Alabama, and being more particularly described as follows:

Beginning at a pk nail on the Northeast right of way margin of U.S. Highway 280 East, said point being the Southwest corner of said Lot 2, Cahaba Park South, said point also being the True Point of Beginning; thence run North 35 degrees 00 minutes 48 seconds East along the West boundary of said Lot 2 for a distance of 275.00 feet to an iron pin on the Northwest corner of said Lot 2; thence run South 52 degrees 41 minutes 12 seconds East along the North boundary of said Lot 2 for a distance of 135.00 feet to an iron pin on the Northeast corner of said Lot 2; thence run South 35 degrees 00 minutes 48 seconds West along the East boundary line of said Lot 2 for a distance of

[EXHIBIT A CONTINUES ON FOLLOWING PAGES]

Unit 22751
1669 Cherokee Ave. S.W., Cullman, Alabama
Owner Name: GE Capital Franchise Finance Corporation
Cullman County

**EXHIBIT A
LEGAL DESCRIPTION**

ALL LEASEHOLD INTEREST OF TACALA, LLC, AS EVIDENCED BY THAT CERTAIN MEMORANDUM OF LEASE RECORDED AUGUST 24, 2005, IN BOOK 226, PAGE 591, AS AMENDED BY THAT CERTAIN ADDENDUM TO LEASE, DATED AUGUST 16, 2005, RECORDED AUGUST 25, 2005, IN BOOK 226, PAGE 598, AS ASSIGNED BY THAT CERTAIN ASSIGNMENT AND ASSUMPTION OF LEASE BY AND BETWEEN FRIF TACO LLC FORMALLY KNOWN AS LDVF1F TACO LLC AND GE CAPITAL FRANCHISE FINANCE CORPORATION, DATED DECEMBER 12, 2006, RECORDED DECEMBER 21, 2006, IN BOOK 238, PAGE 566 IN THE OFFICE OF THE JUDGE OF PROBATE OF CULLMAN COUNTY, ALABAMA FOR THE FOLLOWING DESCRIBED PROPERTY:

The following described real estate situated in Cullman County, Alabama, to-wit: All that part of the Southwest Quarter of the Northwest Quarter of Section 22, Township 10 South, Range 3 West and more particularly described as: Beginning at the point of intersection of the North line of said forty and the West right of way of Alabama Highway No. 69; thence South 38 degrees 13 minutes West along said West right of way 184.72 feet to the true point of beginning of the property herein described; thence from said true point of beginning continue South 38 degrees 13 minutes West along said right of way 37.85 feet to a point; thence South 41 degrees 06 minutes West along said right of way 100.2 feet to the point of intersection of said West right of way with the Northeast right of way of Graham Street Southwest; thence North 50 degrees 06 minutes West along said Northeast right of way 170 feet; thence North 38 degrees 38 minutes 54 seconds East 137.94 feet; thence South 50 degrees 08 minutes East 174 feet to the true point of beginning. Said property subject to a five foot utility easement along the West side. The above described property is known as Lot 1 of the Resubdivision of Lots 1, 2 and 3 of J.R.T. Subdivision as recorded in Map Book B, Page 113A, in the Probate Office of Cullman County, Alabama. Parcel Identification Number 25-17-05-22-1-003-003.007.

[EXHIBIT A CONTINUES ON FOLLOWING PAGES]

Unit 22752
523 Fieldstown Road, Gardendale, AL
Owner Name: San S Yi and Young Ae Yi
Jefferson County

EXHIBIT A LEGAL DESCRIPTION

PARCEL I: Part of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 14, Township 16 South, Range 3 West, Jefferson County, Alabama, Birmingham Division, described as follows: From the Northwest corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section, run South 88 degrees 26 minutes 54 seconds East (Alabama West Zone Grid Bearing) along the North line of said Section 14, a distance of 495.30 feet; thence South 0 degrees 28 minutes 03 seconds West, 57.34 feet to the South right of way of Fieldstown Road, as relocated, for the point of beginning; thence along said right of way, on a curve with radius 5629.43 feet, concave Southerly, and a chord bearing South 84 degrees 07 minutes 06 seconds East, 71.27 feet, for an arc distance of 71.28 feet; thence North 87 degrees 27 minutes 02 seconds East along said right of way; 125.51 feet; thence South 6 degrees 13 minutes 49 seconds West, 98.57 feet; thence South 6 degrees 6 minutes 4 seconds East, 51.43 feet; thence North 89 degrees 44 minutes 46 seconds West, 192.28 feet; thence North 0 degrees 28 minutes 03 seconds East, 150.00 feet to the point of beginning. PARCEL II: Commence at the Northwest corner of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 14, Township 16 South, Range 3 West Jefferson County, Alabama, Birmingham Division; thence run East along the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 495 feet; thence turn right and run South a distance of 56.4 feet, more or less, to the Southerly right of way line of the new Fieldstown Road; thence continue along the last described course a distance of 150.0 feet to the point of beginning; thence continued along the last described course a distance of 20.0 feet; thence turn left 90 degrees 13 minutes 25 seconds and run East a distance of 194.78 feet; thence turn left 96 degrees 16 minutes 40 seconds and run Northerly a distance of 20.12 feet; thence turn left 83 degrees 43 minutes 20 seconds and run West a distance of 192.50 feet to the point of beginning. The above described parcels being the same property as: Commence at the Northwest corner of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 14, Township 16 South, Range 3 West, Jefferson County, Alabama; thence run Easterly along the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 495.00 feet; thence turn right 88 degrees 55 minutes 18 seconds and run Southerly a distance of 58.35 feet, more or less, to the Southerly right of way line of Fieldstown Road and the point of beginning of parcel herein described; thence continue Southerly along last described course for a distance of 169.35 feet; thence turn left 90 degrees 39 minutes 36 seconds and run Easterly for a distance of 194.64 feet; thence turn left 95 degrees 52 minutes 19 seconds and run Northwesterly for a distance of 69.63 feet; thence turn right 12 degrees 09 minutes 44 seconds and run Northeasterly for a distance of 98.54 feet to the Southerly right of way line of Fieldstown Road; thence turn left 98 degrees 40 minutes 35 seconds and run Westerly along said right of way line for a distance of 126.30 feet to a point of curve to the left with a radius of 5629.58 feet and an included angle of 00 degrees 43 minutes 05 seconds; thence turn right 8 degrees 45 minutes 27 seconds to tangent of last described curve and continue Westerly along said right of way line and arc of last described curve for a distance of 70.56 feet to the point of beginning. All being situated in Jefferson County, Alabama.

[EXHIBIT A CONTINUES ON FOLLOWING PAGES]

Unit 22755
1040 Highway 431, Boaz, Alabama
Owner Name: Trustees of the Filomena R. Buckingham Trust dated May 2, 1991, Trustees of the Amelia M. Lucas
Trust dated May 2, 1991, Trustees of the Carol A. Carleton Trust dated May 2, 1991, Trustees of the Vincent D.
Manno Trust dated April 23, 1991, and Trustees of the Buckingham Trust dated November 18, 1991
Marshall County

EXHIBIT A
LEGAL DESCRIPTION

ALL LEASEHOLD INTEREST OF TACALA, LLC, AS EVIDENCED BY THAT CERTAIN MEMORANDUM OF
LEASE RECORDED SEPTEMBER 9, 2005, IN BOOK 3211, PAGE 50, IN THE OFFICE OF THE JUDGE OF
PROBATE OF MARSHALL COUNTY, ALABAMA FOR THE FOLLOWING DESCRIBED PROPERTY:

A part of the East Boaz Business Subdivision as recorded in the Probate Office of Marshall County, Alabama, in
Plat Book 3, at page 107, being more particularly described as follows:

As a point of beginning, start at the Northeast Corner of Lot 29 of said subdivision, said point lying on the West right
of way margin of Alabama Highway No. 168, a 100 foot right of way; Thence run in a Southwesterly direction along
the West right of way margin of said Highway for a distance of 67.0 feet to a point; thence with a deflection angle of
59 Degrees 28 Minutes 21 Seconds to the Right, run in a Westerly direction for a distance of 311.07 feet to a point
on the East right of way margin of U.S. Highway No. 431, a 200 foot right of way; thence with a deflection angle of
68 Degrees 01 Minutes 49 Seconds to the Right, run in a Northwesterly direction for a distance of 185.15 feet to the
Northwest corner of Lot 13 of said subdivision; thence with a deflection angle of 109 Degrees 05 Minutes 43
Seconds to the Right, run in an Easterly direction along the North boundary of Lot 14; thence with a deflection
angle of 97 Degrees 09 Minutes 16 Seconds to the Right, run in a Southerly direction for a distance of 101.10 feet
to the Southwest corner of Lot 14; thence with a deflection angle of 89 Degrees 52 Minutes 06 Seconds to the Left,
run in an Easterly direction along the South boundaries of Lots 14-21 and the North boundary of Lot 29 for a
distance of 270.58 feet to the point of beginning; said parcel containing 37,177.8 square feet.

[EXHIBIT A CONTINUES ON FOLLOWING PAGES]


Unit 22757
5961 AL Hwy. 157, Cullman AL
Owner Name: FRIH Taco, LLC
Cullman County

**EXHIBIT A
LEGAL DESCRIPTION**

All that tract or parcel of land being a part of the Northeast Quarter of the Northwest Quarter of Section 5, Township 10 South, Range 3 West, lying between the Old Dripping Springs Road (abandoned) and Alabama Highway #157 in Cullman County, Alabama, being more particularly described as follows:

To find the true point of beginning, commence where the easterly right of way of Commerce Avenue intersects the center of the Old Dripping Springs Road; thence South 49 degrees 00 minutes East along said center of Dripping Springs Road, which is the southern boundary of Wadsworth Oil Company property, a distance of 196.00 feet to the southeast corner of Wadsworth Oil Company property; thence North 06 degrees 30 minutes East a distance of 50.62 feet to the true point of beginning; thence continuing North 06 degrees 30 minutes East a distance of 220.00 feet to the southerly boundary of Alabama Highway #157; thence South 84 degrees 08 minutes East along the southern boundary a distance of 135.01 feet; thence South 06 degrees 30 minutes West a distance of 221.49 feet; thence North 83 degrees 30 minutes West a distance of 135.0 feet to the point of beginning.

[EXHIBIT A CONTINUES ON FOLLOWING PAGES]


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Shelby Cnty Judge of Probate, AL
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Unit 22760
2130 Quintard Ave., Anniston, AL
Owner Name: CNL APF Partners, LP
Calhoun County, Alabama

**EXHIBIT A
LEGAL DESCRIPTION**

Lots 2, 3 and 4, Block G as shown on the map of the Anniston Lime and Stone Company recorded in the Office of the Probate Judge of Calhoun County, Alabama in Deed Book 208, Pages 366-367 and being more particularly described as follows: Beginning at the Northeast corner of said Lot 4, said point being the Southwest intersection of Quintard Avenue and 22nd Street in Anniston, Alabama, thence South 1 degrees 26 minutes East along the West line of Quintard Avenue 180 feet to the Southeast corner of said Lot 2; thence South 88 degrees 34 minutes West along the South line of said Lot 2, 180 feet to the Southwest corner of said Lot 2; being the East side of an alley; thence North 1 degrees 26 minutes West along said alley 180 feet to the Northwest corner of said Lot 4 and being the South line of 22nd Street; thence North 88 degrees 34 minutes East along the South line of 22nd Street 180 feet to the point of beginning; situated, lying and being in the City of Anniston, Calhoun County, Alabama.

[EXHIBIT A CONTINUES ON FOLLOWING PAGES]

Unit 22761
602 Hwy. 31 S., Hartselle, AL
Owner Name: GE Capital Franchise Finance Corporation
Morgan County

EXHIBIT A LEGAL DESCRIPTION

Being a parcel of land in Hartselle, Morgan County, Alabama located on the East Margin of U.S. Highway 31, 200 feet, more or less, north of Limestone Street and being more particularly described as follows:

Beginning at the point in the center line of pavement of West Main Street with the center line of Patillo Street, said point being on the West boundary of the Southwest Quarter of the Southeast Quarter of Section 10, Township 7 South, Range 4 West:

Thence, running South along said West Boundary of Southwest Quarter of the Southeast Quarter 21 feet to the Northwest corner of the Northwest Quarter of the Northeast Quarter of Section 15, Township 7 South, Range 4 West:

Thence, running South along the West boundary of said Northwest Quarter of the Northeast Quarter 291 feet to a point:

Thence, turning an angle of 90 degrees and running East 20 feet to the East Margin of Patillo Street Southwest.

Thence, turning an angle of 90 degrees and running South along the East Margin of Patillo Street Southwest 140.19 feet to the Easterly Margin of U.S. Highway 31.

Thence, turning an angle of 159 degrees 23 minutes measured clockwise from back tangent and running Southeasterly along the Easterly Margin of said U.S. Highway 31, 610.27 feet to the true point of beginning:

Thence leaving said Margin, South 89 degrees 57 minutes 52 seconds East, 206.57 feet to a point in the West line of A Storage Place LTD of record in Deed Book 1355, Page 305, R.O.M.C.:

Thence with the West line of A Storage Place LTD and D-H Storage of record in Deed Book 1174, page 874, R.O.M.C., South 00 degrees 00 minutes 00 seconds West, 182.20 feet to a point in the North line of Spardee's Reality, Inc. of record in Deed Book 1318, Page 149, R.O.M.C.;

Thence, with said North line South 89 degrees 10 minutes 23 seconds West, 137.57 feet to a point in the East Margin of U.S. Highway 31.

Thence, with said Margin, North 20 degrees 31 minutes 37 seconds West, 196.81 feet to the true point of beginning.

[EXHIBIT A CONTINUES ON FOLLOWING PAGES]

Unit 22765
1821 Montgomery Hwy., Hoover, AL
Owner Name: FRIH Taco, LLC
Jefferson County

**EXHIBIT A
LEGAL DESCRIPTION**

Land lying and being in the County of Jefferson, State of Alabama, to wit:

A parcel of land situated in the Southwest quarter of the Southeast quarter of Section 13, Township 19 South, Range 3 West, Huntsville Meridian, Jefferson County Alabama, being more particularly described as follows:

Commence at the Southeast corner of Section 13, Township 19 South, Range 3 West, Huntsville Meridian, Jefferson County Alabama; thence run North along the East line of Section 13 for a distance of 933.13 feet; thence turn a deflection to the left of 112 degrees 16 minutes 00 seconds and run in a Southwesterly direction for a distance of 2065.98 feet to the Northeasterly Right of way line of U.S. Highway 31(right of way with 230 feet) thence turn a deflection angle to the right of 86 degrees 02 minutes 57 seconds and run in a Northwesterly direction along the Northeasterly right of way line of U.S. Highway 31 for a distance of 98.50 feet to the Point of Beginning; thence continue Northwesterly along the last described course and along said right of way line for a distance of 310.00 feet; thence turn an interior angle to the left of 100 degrees 49 minutes 15 seconds and leaving said right of way line, run in a Northeasterly direction for a distance of 218.20 feet; thence turn an interior angle to the left of 79 degrees 04 minutes 02 seconds and run in a Southeasterly direction for a distance of 273.69 feet; thence turn an interior angle to the left of 145 degrees 41 minutes 46 seconds and run in a Southwesterly direction for a distance of 106.53 feet; thence turn an interior angle to the left of 120 degrees 27 minutes 54 seconds and run in a Southwesterly direction for a distance of 153.94 feet to the point of beginning.

Less and Excepting:

Lot 1, according to the survey of Taco Bell, as recorded in Map Book 182, Page 3, in the Probate Office of Jefferson County, Alabama.


Together with Reciprocal Easement Agreement for Ingress and Egress between Riverchase Village, Ltd., and Taco Bell Corp., dated September 28, 1994, recorded November 3, 1994, in Instrument Number 9412, Page 9824.

Being the same property as set forth on that certain survey dated July 11, 2005 and revised July 28, 2005, prepared by Derek L. Harvel of Harvel & Associates, Inc. and described as follows:

All that tract or parcel of land, being Lot 2 of the Taco Bell Survey as recorded in Map Book 182, Page 3, situated, lying and being in Section 13, Township 19 South, Range 3 West in Jefferson County, Alabama, and being more particularly described as follows:

Commencing at the Southeast corner of Section 13, Township 19, South, Range 3 West in Jefferson County, Alabama; thence run North 933.13 feet to a point; thence run South 67 degrees 44 minutes 00 seconds West, 2,065.98 feet to a point; thence run North 26 degrees 13 minutes 03 seconds West for a distance of 98.50 feet to an iron pin on the Northeast right of way margin of U.S. Highway 31, said point being the True Point of Beginning; thence run North 26 degrees 13 minutes 03 seconds West along said right of way margin for a distance of 170.13 feet to an iron pin; thence run North 63 degrees 47 minutes 02 seconds East for a distance of 213.97 feet to an iron pin; thence run South 26 degrees 06 minutes 20 seconds East for a distance of 92.85 feet to an iron pin; thence run South 08 degrees 11 minutes 54 seconds West for a distance of 106.53 feet to an iron pin; thence run South 67 degrees 44 minutes 00 seconds West for a distance of 153.94 feet to an iron pin point and back to the True Point of Beginning.

[EXHIBIT A CONTINUES ON FOLLOWING PAGES]


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Unit 22766
710 – 9th Ave. – No. W. Lake Mall, Bessemer, AL
Owner Name: Condon Bessemer Associates, LLC (68% undivided interest)
and Ware Bessemer Associates, LLC (32% undivided interest)
Madison County, Alabama

Unit Number 22766
EXHIBIT "A"

Lot 3, according to the Survey of Bruno's Subdivision of Westlake Mall, as recorded in Map Book 31, Page 16, in the Probate Office of Jefferson County, Alabama, Bessemer Division.



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Shelby Cnty Judge of Probate, AL
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Unit 22767
2885 Memorial Parkway North
Owner Name: Jay Scott Custer and Tina Custer
Madison County, Alabama

EXHIBIT A
LEGAL DESCRIPTION

Tract 2B, according to the plat of the Resubdivision of Tract 2 of Manu Patel Subdivision, Southeast Quarter, Section 23, Township 3 South, Range 1 West, Huntsville, Madison County, Alabama, as recorded in Plat Book 43, Page 18.

TOGETHER WITH Reciprocal Easement Agreement for Ingress and Egress by and between Jeffrey Wade Sikes, as Seller, and Taco Bell of America, Inc., as Buyer, dated February 12, 2002, and recorded March 14, 2002, in Deed Book 1016, Page 428, Probate Records, Madison County, Alabama.

[EXHIBIT A CONTINUES ON FOLLOWING PAGES]



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Shelby Cnty Judge of Probate, AL
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Unit 22915
4315 University Drive, Huntsville, AL 35805
Owner Name: 4315 University Drive, LLC
Madison County

**EXHIBIT A
LEGAL DESCRIPTION**

A PARCEL OF LAND LYING AND BEING IN THE SOUTH HALF OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 1 WEST, IN THE CITY OF HUNTSVILLE, MADISON COUNTY, ALABAMA, CONTAINING 39967.87 SQUARE FEET, 0.918 ACRES, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF THE EAST BOUNDARY OF SAID SECTION 33; THENCE SOUTH 00 DEGREES 45 MINUTES 00 SECONDS WEST ALONG THE EAST BOUNDARY OF SAID SECTION 33 A DISTANCE OF 46.24 FEET; THENCE SOUTH 89 DEGREES 15 MINUTES WEST A DISTANCE OF 2436.87 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTH BOUNDARY OF UNIVERSITY DRIVE (U.S. HIGHWAY NO. 72 WEST) THENCE RUN SOUTH 02 DEGREES 37 MINUTES 00 SECONDS EAST A DISTANCE OF 295.00 FEET; THENCE RUN SOUTH 87 DEGREES 26 MINUTES 00 SECONDS WEST A DISTANCE OF 135.94 FEET; THENCE RUN NORTH 02 DEGREES 26 MINUTES 03 SECONDS WEST A DISTANCE OF 295.00 FEET; THENCE RUN NORTH 87 DEGREES 26 MINUTES 00 SECONDS EAST A DISTANCE OF 135.00 FEET TO THE POINT OF BEGINNING.

[EXHIBIT A CONTINUES ON FOLLOWING PAGES]

Unit 22923
1611 S. Pelham Road, Jacksonville, AL 36265
Owner Name: Michelle L. Navigato, Trustee of Giurbino 2005 Irrevocable Trust
Calhoun County

EXHIBIT A LEGAL DESCRIPTION

A parcel of land situated in Section 26, Township 14 South, Range 8 East, Calhoun County, Alabama, being Lot 2 of Wal-Mart's Addition, being more particularly described as follows:

Commencing at the Southeast corner of Lot 3, rearrangement of Lots 1 and 12 of the Rearrangement of the Jacksonville Commercial Park Subdivision and Rearrangement of Lot 1 of the Henry Farms Subdivision, as recorded in Plat Book DD, Page 23, in the Office of the Judge of Probate of Calhoun County, Alabama and the intersection of the Westernmost right of way line of Alabama Highway 21 South, (Variable Right of way), and the Northernmost right of way line of Branscomb Drive, Southwest (76 foot right of way), thence along said Westernmost right of way North 01 degrees 04 minutes 58 seconds West a distance of 205.11 feet to a point; said point being the true point of beginning. Thus having established the true point of beginning and leaving said right of way, thence North 89 degrees 13 minutes 44 seconds West a distance of 209.94 feet to a point; thence North 01 degrees 05 minutes 07 seconds West a distance of 219.47 feet to a point; said point being on the South line of Lot 1, Rearrangement of Lots 1 and 12 of the Rearrangement of the Jacksonville Commercial Park Subdivision and a Rearrangement of Lot 1 of the Henry Farms Subdivision, as recorded in Plat Book DD, Page 22, in the Office of the Judge of Probate of Calhoun County, Alabama; thence along said South line South 89 degrees 14 minutes 16 seconds East a distance of 209.95 feet to a point; said point being on said Westernmost right of way of Alabama Highway 21 South, thence along said right of way South 01 degrees 04 minutes 58 seconds East a distance of 219.51 feet to the true point of beginning.

Together with terms and conditions of Declaration of Restrictive Covenant by and between Wal-Mart Stores East, LP and Taco Bell of America, Inc., dated October 8, 2004 and recorded February 1, 2005 in Book 3058, Page 88, Probate Records of Calhoun County, Alabama and amended in Deed Book 3063, Page 988.

Together with Access Easement by and between Wal-Mart Stores LP, a Delaware limited partnership, and Taco Bell of America, Inc., grantee dated January 31, 2005 and recorded February 1, 2005 in Book 3058, Page 81, Probate Records of Calhoun County, Alabama and amended in Deed Book 3063, Page 946.

Being the same property as set forth on that certain survey dated July 6, 2005, prepared by Derek L. Harvel of Harvel & Associates, Inc., and described as follows:

SURVEYOR'S LEGAL DESCRIPTION

All that tract or parcel of land situated, lying and being in Section 26, Township 14 South, Range 8 East, Calhoun County, Alabama, being Lot 2 of Wal-Mart's Addition Jacksonville Subdivision, Plat Book FF, Page 52, Calhoun County, Alabama and being more particularly described as follows:

Commencing at the Southeast corner of Lot 3, rearrangement of Lots 1 and 12 of the rearrangement of the Jacksonville Commercial Park Subdivision and rearrangement of Lot 1 of the Henry Farms Subdivision, Plat Book DD, Page 23, Calhoun County, Alabama; thence run North 01 degrees 04 minutes 58 seconds West for a distance of 205.11 feet to an iron pin on the West right of way margin of Pelham Road, said point being the true point of beginning; thence run North 89 degrees 13 minutes 44 seconds West for a distance of 209.94 feet to a pin; thence run North 01 degrees 05 minutes 07 seconds West for a distance of 219.47 feet to an iron pin; thence run South 89 degrees 14 minutes 16 seconds East for a distance of 209.95 feet to an iron pin on the West right of way margin of Pelham Road; thence run South 01 degrees 04 minutes 58 seconds East along said right of way margin for a distance of 219.51 feet to a point and back to the true point of beginning.

[EXHIBIT A CONTINUES ON FOLLOWING PAGES]

Unit 23683
950 Old Monrovia Road, Huntsville, AL
Owner Name: Sherrill E. Crowe and Carolyn K Crowe
Madison County

EXHIBIT A
LEGAL DESCRIPTION

A tract of land containing 0.6402 acres, more or less, situated within the Northwest $\frac{1}{4}$ of Section 32, and the Northeast $\frac{1}{4}$ of Section 31, Township 3 South, Range 1 West in the City of Huntsville, Madison County, Alabama, being more particularly described as follows: Commence at the Southeast corner of the Northwest $\frac{1}{4}$ of Section 32, Township 3 South, Range 1 West thence run North 01 degrees 26 minutes 47 seconds West for a distance of 9.13 feet to a point; thence run North 89 degrees 09 minutes 50 second East for a distance of 401.29 feet to a point; thence run North 02 degrees 00 minutes 00 seconds West for a distance of 1156.44 feet to a point; thence run North 85 degrees 53 minutes 00 seconds West for a distance of 310.50 feet to a point, said point being the true point of beginning; thence run North 85 degrees 53 minutes West for a distance of 172.45 feet to a point; thence run North 41 degrees 22 minutes 14 seconds West for a distance of 21.40 feet to a point; thence run North 03 degrees 08 minutes 39 seconds East for a distance of 110.02 feet to a point; thence run North 48 degrees 38 minutes 11 seconds East for a distance of 35.06 feet to a point; thence run South 85 degrees 53 minutes East for a distance of 165.00 feet to a point; thence run South 04 degrees 07 minutes West for a distance of 150.00 feet to the point of true beignning. Containing 27886 square feet or 0.6402 acres, more or less. LESS AND EXCEPT any part of subject property lying within a road right of way.

[EXHIBIT A CONTINUES ON FOLLOWING PAGES]

Unit 23685
997 Brindlee Mountain Pkwy, Arab, AL
Owner Name: HLB Real Estate, Inc.
Marshall County

**EXHIBIT A
LEGAL DESCRIPTION**

Being a parcel of land the Southeast Quarter of the Southwest Quarter of Section 14, Township 8 South, Range 1 East in Arab, Marshall County, Alabama, located in the Southwest quadrant of the intersection of U.S. Highway 231 and Northgate drive and being more particularly described as follows:

Beginning at a point at the Intersection of the West margin on U.S. Highway 231 and the South margin of Northgate Drive; thence run along the West margin or said U.S. Highway 231 South 03 degrees 02 minutes 15 seconds East for a distance of 189.95 feet to a point; thence run South 87 degrees 00 minutes 00 seconds West for a distance of 174.92 feet to a point; thence run North 09 degrees 40 minutes 37 seconds West for a distance of 125.09 feet to a point in the South margin of Northgate Drive; thence run along said margin North 67 degrees 51 minutes 41 seconds East for a distance of 200.42 feet to the point of beginning.

Containing 28853 square feet or 0.6624 acres, more or less.

[EXHIBIT A CONTINUES ON FOLLOWING PAGES]

Unit 23686
6694 Highway 431, Owens Crossroads, AL
Owner Name: Terrence T. Shippen and Armida M. Shippen, Trustees
of the Shippen Family Trust u/t/a dated March 16, 2007
Madison County

**EXHIBIT A
LEGAL DESCRIPTION**

ALL LEASEHOLD INTEREST OF TACALA, LLC, AS EVIDENCED BY THAT CERTAIN MEMORANDUM OF LEASE RECORDED MAY 23, 2007, AS INSTRUMENT NO. 20070523000362940, IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA FOR THE FOLLOWING DESCRIBED PROPERTY:

All that part of the Northwest ¼ of the Southwest ¼ of Section 25, Township 4 South, Range 1 East of the Huntsville Meridian, Madison County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of the Northwest ¼ of the Southwest ¼ of Section 25, Township 4 South, Range 1 East; thence North 87°21'00" East for a distance of 30.00 feet to a point on the East right of way margin of Taylor Road; thence run North 01°47'27" West along said right of way margin for a distance of 417.73 feet to a point, said point being the True Point of Beginning; thence continue North 01°47'27" West along said right of way margin for a distance of 153.28 feet to a point; thence run North 75°53'10" East for a distance of 271.26 feet to a point on the West right of way margin of U.S. Highway 431; thence South 26°35'00" East along said right of way margin for a distance of 153.38 feet to a point; thence run South 75°53'10" West for a distance of 337.08 feet to the Point of Beginning.

Less and except any portion of subject property lying within a road right of way.

[EXHIBIT A CONTINUES ON FOLLOWING PAGES]


Unit 23690
1746 Military Street South, Hamilton, AL
Owner Name: Harry Novack, Trustee in his capacity as Trustee of the
Harry Novak Living Trust established February 9, 1998
Marion County

**EXHIBIT A
LEGAL DESCRIPTION**

A parcel of land lying and being in the Southeast Quarter of the Northeast Quarter of Section 10, Township 11 South, Range 14 West, Marion County, Alabama, containing 0.606 acres, more or less, and being more particularly described as follows:

Commence at the southwest corner of said Quarter Quarter; thence South 89 degrees 07 minutes 00 seconds East along the south boundary of said Quarter Quarter 989.00 feet; thence North 01 degrees 46 minutes 00 seconds West 315.00 feet to the Point of Beginning; thence North 85 degrees 47 minutes 26 seconds West 198.99 feet; thence North 01 degrees 47 minutes 20 seconds West 99.78 feet; thence South 84 degrees 55 minutes 22 seconds East 8.09 feet; thence North 01 degrees 47 minutes 45 seconds West 35.04 feet; thence South 85 degrees 50 minutes 04 seconds East 190.95 feet to the west right-of-way of U.S. Highway No. 43; thence South 01 degrees 46 minutes 08 seconds East along said west right of way margin 34.82 feet; thence continue along said west right of way margin South 01 degrees 46 minutes 00 seconds East 100.2 feet to the Point of Beginning, according to the map or plat of survey of Kenneth E. Herring, Ala. Reg. No. 21463, dated March 13, 2008.

[EXHIBIT A CONTINUES ON FOLLOWING PAGES]


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Shelby Cnty Judge of Probate, AL
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Unit 26053
4040 Bond Boulevard, Bessemer, AL
Owner Name: BCC McCalla, LLC
Jefferson County

EXHIBIT "A"

Da...

Lot 11A, according to a Resurvey of Colonial Promenade at Tannehill, as recorded in Map Book 45, page 69, in the Probate Office of Jefferson County, Alabama, Bessemer Division.

[EXHIBIT A CONTINUES ON FOLLOWING PAGES]


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Unit 26054
4804 Highway 52, Helena, AL
Owner Name: Helen Development, LLC
Shelby County

Exhibit A

To Memorandum of Lease
Legal Description of the Leased Premises

Lot#2

COMMENCING AT THE SOUTHEAST CORNER OF LOT 24, ACCORDING TO THE SURVEY OF ST. CHARLES PLACE, PHASE ONE SECTOR TWO, AS RECORDED IN MAP BOOK 22, PAGE 59, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; THENCE RUN SOUTH 23°52'19" EAST, A DISTANCE OF 42.57 FEET TO A POINT; THENCE NORTH 77°10'25" EAST, A DISTANCE OF 193.22 FEET; THENCE SOUTH 23°52'19" EAST, A DISTANCE OF 126.47 FEET TO THE POINT OF BEGINNING; THENCE NORTH 62°31'13" EAST, A DISTANCE OF 208.18 FEET; THENCE NORTH 39°06'58" EAST, A DISTANCE OF 94.23 FEET TO THE SOUTHWESTERLY ROAD RIGHT OF WAY OF SHELBY COUNTY ROAD NO. 52; THENCE SOUTH 46°43'46" EAST ALONG SAID ROAD RIGHT OF WAY, A DISTANCE OF 147.52 FEET TO A POINT; THENCE SOUTH 47°22'14" EAST ALONG SAID ROAD RIGHT OF WAY, A DISTANCE OF 21.91 FEET; THENCE SOUTH 62°52'46" WEST, A DISTANCE OF 358.33 FEET; THENCE NORTH 23°52'19" WEST, A DISTANCE OF 120.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 42,233 SQUARE FEET OR 0.97 ACRES.

EXHIBIT B

(Description of Alabama Space Leases)




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SCHEDULE OF LEASES

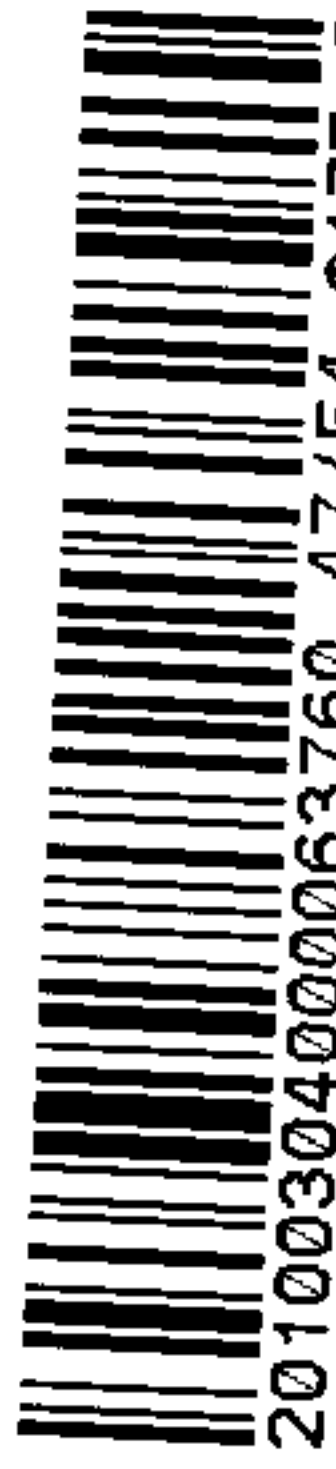
<u>Unit #</u>	<u>Street Address</u>	<u>City</u>	<u>St.</u>	<u>Zip</u>	<u>County</u>	<u>Description of Lease</u>	<u>Landlord Name</u>	<u>Lease Expiration</u>	<u>Option Expiration</u>
2692	271 S. Gay St.	Auburn	AL	36830	Lee	Master Land and Building Lease dated August 16, 2005 between LDVFIF Taco LLC as Landlord and Tacala, LLC as Tenant Memorandum of Lease recorded in Book 2281, Page 631 and Addendum to Lease recorded in Book 2281, Page 639 Certificate of Name Change of Landlord with Delaware SOS to FRIH Taco, LLC	FRIH Taco, LLC	8/15/25	8/15/35
3962	1801 Pinson Valley Parkway	Tarrant	AL	35217	Jefferson	Master Land and Building Lease dated August 16, 2005 between LDVFIF Taco LLC and Tacala, LLC Amendment to Lease Agreement dated December 1, 2005 indicating removal of property from properties leased to tenant under Master Land and Building Lease. Memorandum of Lease between LDVFIF and Tacala, LLC recorded as Instrument No. 200512/2705, as affected by Addendum to Lease recorded as instrument 200512/2692, <u>as</u> assigned to Stuart L. Fuss and Deborah Dawson Fuss, Trustees of The Fuss Trust dated May 22, 2002 by Statutory Warranty Deed, recorded in Book LR200714. Page 7324, as assigned to J. Greg Aronson and Jessica R. Aronson pursuant to Warranty Deed, Joint Tenants with Right of Survivorship recorded in Book 217, Page 232, recorded as instrument LR200803, Page 3489 Subordination, Non-Disturbance and Attornment Agreement, recorded as instrument LR200803, Page 3509.	J. Greg Aronson and Jessica R. Aronson	12/15/28	12/15/48
4263	2463 U.S. Highway 43	Winfield	AL	35594	Marion	Master Land and Building Lease dated August 16, 2005 between LDVFIF Taco LLC as Landlord and Tacala, LLC as Tenant, as amended by Amendment to Master Land and Building Lease dated March 1, 2006 Memorandum of Lease recorded in Volume 531, Page 2651, as affected by Assignment and Assumption of Lease dated December 12, 2006 by FRIH Taco LLC, formerly known as LDVFIF Taco LLC, as Assignor and GE Capital Franchise Finance Corporation, as Assignee recorded in Volume 555, Page 156	GE Capital Franchise Finance Corporation	8/15/20	8/15/30

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03/04/2010 01:37:11 PM FILED/CERT

<u>Unit #</u>	<u>Street Address</u>	<u>City</u>	<u>St.</u>	<u>Zip</u>	<u>County</u>	<u>Description of Lease</u>	<u>Landlord Name</u>	<u>Lease Expiration</u>	<u>Option Expiration</u>
4286	1017 Fort Dale Road	Greenville	AL	36037	Butler	<p>Master Land and Building Lease dated August 16, 2005 between LDVFIF Taco, LLC and Tacala, LLC;</p> <p>Amendment to Lease Agreement, dated as of August 2005 (date not inserted upon execution) between FRIF Taco LLC as Landlord and Tacala, LLC as Tenant</p> <p>Amended and Restated Land and Building Lease dated August 1, 2006 between Dietrich Kroger and Judith Mai-Kroger, husband and wife as community property with right of survivorship as Landlord and Tacala, LLC as Tenant;</p> <p>Memorandum of Lease recorded in Book 286, Page 592, as amended by Addendum to Lease recorded in Book 286, Page 599, as assigned by Warranty Deed to Dietrich Kroger and Judith Mai-Kroger recorded September 14, 2006 in Book 289, Page 792</p>	Dietrich Kroger and Judith Mai-Kroger, husband and wife as community property with right of survivorship	8/15/20	8/15/30
5206	218 Haynes St	Talladega	AL	35160	Talladega	<p>Master Land and Building Lease dated August 16, 2005 between LDVFIF Taco, LLC and Tacala, LLC;</p> <p>Amendment to Lease Agreement dated July, 2006 (date no inserted upon execution) indicating removal of property from properties leased to tenant under Master Land and Building Lease</p> <p>Amended and Restated Land and Building Lease dated July 1, 2006 between The Ciaruffoli Family Trust Created on February 14, 1994 as Landlord and Tacala, LLC as Tenant</p> <p>Memorandum of Amended and Restated Land and Building Lease recorded in Deed Book 851, Page 88, as affected by Addendum to Lease recorded in Deed Book 851, Page 95, as affected by Subordination Agreement, Acknowledgment of Lease Assignment, Attornment and Non-Disturbance Agreement, recorded in Deed Book 851, Page 105, as assigned by Statutory Warranty deed from LDVFIF Taco, LLC to Louis Ciaruffoli, Trustee of the Ciaruffoli Trust dated February 14, 1994, recorded in Deed Book 87, Page 281</p>	Louis Ciaruffoli, as Trustee of the Ciaruffoli Family Trust dated February 14, 1994	8/15/20	8/15/40


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<u>Unit #</u>	<u>Street Address</u>	<u>City</u>	<u>St.</u>	<u>Zip</u>	<u>County</u>	<u>Description of Lease</u>	<u>Landlord Name</u>	<u>Lease Expiration</u>	<u>Option Expiration</u>
15207	15500 Hwy 43 N	Russellville	AL	35653	Franklin	Master Land and Building Lease dated August 16, 2005 between LDVFI1F Taco LLC and Tacala, LLC; Addendum to Lease dated August 16, 2005; Amendment to Lease Agreement dated as of September 2006 (date not inserted upon execution) between FRIF Taco LLC and Tacala, LLC; Amended and Restated Land and Building Lease dated September 1, 2006 between Kwong-Yuen Seung and Ruth Seung, as husband & wife, as Landlord and Tacala, LLC as Tenant; Memorandum of Lease between LDVFI1F Taco, LLC and Tacala, LLC recorded in Book 8, Page 313, as assigned by Statutory Warranty Deed from LDVFI1F Taco, LLC to Kwong-Yuen Sueng and Ruth Seung, husband and wife, recorded in Deed Book 313, Page 596, as further assigned by Statutory Warranty Deed from Kwong-Yuen Seung and Ruth Seung, husband and wife, to Kwong-Yuen Seung and Ruth Seung, Trustees of the Seung Revocable Family Trust u/t/a dated January 7, 2007 recorded in Book 317, Page 766	Kwong-Yuen Seung and Ruth Seung, Trustees of the Seung Revocable Family Trust u/t/a dated January 7, 2007	8/15/20	8/15/30
15312	2102 11th Ave.	Haleyville	AL	35565	Winston	Master Land and Building Lease between LDVFI1F Taco LLC, as Landlord and Tacala, LLC, as Tenant, dated August 16, 2005 (per Recital C of Amended Lease, this Master Lease no longer effects this location) Amendment to Lease Agreement dated as of February, 2006 (date not inserted upon execution) removing property from properties leased to tenant. Amended and Restated Lease dated February 1, 2006 between Lee Hanson, as Landlord and Tacala, LLC as tenant Memorandum of Lease between LDVFI1F Taco, LLC and Tacala, LLC recorded in Mortgage Book 477, page 298, as affected by Addendum to Lease recorded in Mortgage Book 477, Page 304 as assigned to Lee Hanson by Warranty Deed recorded March 6, 2006 in Deed Book 263, Page 5	Lee Hanson	8/15/20	8/15/40
15970	39 Horsecreek Blvd	Dora	AL	35062	Walker	Master Land and Building Lease dated August 16, 2005 between LDVFI1F Taco LLC as Landlord and Tacala, LLC as Tenant	GE Capital Franchise Finance Corporation	8/15/20	8/15/30


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<u>Unit #</u>	<u>Street Address</u>	<u>City</u>	<u>St.</u>	<u>Zip</u>	<u>County</u>	<u>Description of Lease</u>	<u>Landlord Name</u>	<u>Lease Expiration</u>	<u>Option Expiration</u>
16079	260 Cane Creek Road	Warrior	AL	35180	Jefferson	Memorandum of Lease between LDVFIF Taco, LLC and Tacala, LLC, dated August 16, 2005, recorded in DML Book 1901, Page 651, as affected by Addendum to Lease, recorded in DML Book 1901, Page 658, and as affected by Assignment and Assumption of Lease, by and between FRIF Taco, LLC (f/k/a LDVFIF Taco, LLC) and GE Capital Franchise Finance Corporation, recorded in DML Book 1991, Page 710 Master Land and Building Lease dated August 16, 2005 between LDVFIF Taco LLC as Landlord and Tacala, LLC as Tenant Memorandum of Lease between LDVFIF Taco, LLC, dated August 16, 2005, recorded under Instrument Number 200512/2581, as affected by Addendum to Lease, recorded by under Instrument Number 200512/2583, and as assigned by Assignment and Assumption of Lease dated December 12, 2006 by FRIF Taco LLC, formerly known as LDVFIF Taco LLC as Assignor and GE Capital Franchise Finance Corporation as Assignee recorded in Book LR200620, Page 17355	GE Capital Franchise Finance Corporation	8/15/20	8/15/30
21439	121 Supercenter Drive	Calera	AL	35040	Shelby	Lease dated May 15, 2003 between Tacalera, LLC as Landlord and South Tacala, LLC as Tenant Memorandum of Lease between Tacalera, LLC and South Tacala, LLC dated June 13, 2003, recorded as Instrument 20030616000374580 Confirmation of Lease, dated November 5, 2003 Name change certificates with the SOS of DE from South Tacala, Inc. Tacala Holdings, LLC to Tacala, LLC	Tacalera, LLC	10/3/23	10/2/38
22747	508 Hwy 78 West	Jasper	AL	35501	Walker	Master Land and Building Lease dated August 16, 2005 between LDVFIF Taco LLC as Landlord and Tacala, LLC as Tenant Memorandum of Lease between LDVFIF Taco LLC and Tacala, LLC recorded in DML Book 1901, Page 621, as affected by Assignment and Assumption of Lease by and between FRIF Taco LLC f/k/a LDVFIF Taco, LLC,, as Assignor and GE Capital Franchise Finance Corporation recorded in DML Book 1991, Page 714	GE Capital Franchise Finance Corporation	8/15/25	8/15/35



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<u>Unit #</u>	<u>Street Address</u>	<u>City</u>	<u>St.</u>	<u>Zip</u>	<u>County</u>	<u>Description of Lease</u>	<u>Landlord Name</u>	<u>Lease Expiration</u>	<u>Option Expiration</u>
22748	7959 Highway 431	Albertville	AL	35950	Marshall	Master Land and Building Lease dated August 16, 2005 between LDVFIF Taco LLC as Landlord and Tacala, LLC as Tenant Memorandum of Lease between LDVFIF Taco LLC and Tacala, LLC, recorded in Deed Book 3200, Page 350, as affected by Addendum to Lease, recorded in Deed Book 3211, Page 1, as affected by Assignment and Assumption of Lease by and between FRIF Taco, LLC f/k/a LDVFIF Taco, LLC and GE Capital Franchise Finance Corporation, recorded in Deed Book 4167, page 115	GE Capital Franchise Finance Corporation	8/15/25	8/15/35
22749	4623 Highway 280 South	Birmingham	AL	35242	Shelby	Master Land and Building Lease dated August 16, 2005 between LDVFIF Taco LLC as Landlord and Tacala, LLC as Tenant; Memorandum of Lease by and between LDVFIF Taco, LLC and Tacala, LLC, recorded as Instrument 2005090100453310, as affected by Addendum to Lease dated August 15, 2005, recorded as Instrument 20050901000453320 Certificate of Name change of landlord to FRIF Taco with the SOS OF DE	FRIF TACO, LLC	8/15/25	8/15/35
22751	1669 Cherokee Ave. S.W.	Cullman	AL	35055	Cullman	Master Land and Building Lease dated August 16, 2005 between LDVFIF Taco LLC as Landlord and Tacala, LLC as Tenant Memorandum of Lease dated August 16, 2005 by and between LDVFIF Taco, LLC and Tacala, LLC, recorded in Misc Book 226, Page 591, as affected by Addendum to Lease dated August 16, 2005, recorded in Misc Book 226, Page 598, as affected by Assignment and Assumption of Lease dated December 12, 2006 by FRIF Taco LLC, formerly known as LDVFIF Taco LLC as Assignor and GE Capital Franchise Finance Corporation as Assignee, as recorded in Misc Book 238, Page 566	GE Capital Franchise Finance Corporation	8/15/25	8/15/35
22752	523 Fieldstown Road	Gardendale	AL	35071	Jefferson	Net Lease Agreement dated January 15, 2009, by and between Sang S. Yi and Young Ae Yi, as Landlord and Tacala, LLC, as Tenant Memorandum of Lease dated January 15, 2010, by and between Sang S. Yi and Young Ae Yi, and Tacala, LLC, recorded in Book LR201001, Page 16082, Jefferson County Records.	San S Yi and Young Ae Yi	1/15/30	1/15/50



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<u>Unit #</u>	<u>Street Address</u>	<u>City</u>	<u>St.</u>	<u>Zip</u>	<u>County</u>	<u>Description of Lease</u>	<u>Landlord Name</u>	<u>Lease Expiration</u>	<u>Option Expiration</u>
22755	1040 Hwy. 431	Boaz	AL	35957	Marshall	Master Land and Building Lease dated August 16, 2005 between LDVFIF Taco LLC as Landlord and Tacala, LLC as Tenant; Amendment to Master Lease Agreement (not dated) between FRIF Taco LLC and Tacala, LLC; Amended and Restated Land and Building Lease dated December 11, 2006 between FRIF Taco LLC as Landlord and Tacala LLC as Tenant; Amendment to Land and Building Lease dated December 11, 2006; Notice of Sale dated October 19, 2007 (unrecorded by approved by lenders) Certificate of Amendment changing the name of LDVFIF Taco LLC to FRIF Taco LLC	Filomena R. Buckingham, Amelia M. Lucas and Carol A. Carleton, Trustees of the Filomena R. Buckingham Trust Agreement, dated May 2, 1991 and Amelia M. Lucas, Filomena R. Buckingham and Carol A. Carleton, Trustees of the Amelia M. Lucas Trust Agreement, dated May 2, 1991, and Carol A. Carleton, Filomena R. Buckingham, and Amelia M. Lucas, Trustees of the Carol A. Carleton Trust Agreement, dated May 2, 1991, and Vincent D. Manno, Trustee of the Vincent D. Manno Trust Agreement, dated April 23, 1991, and Glen H. Buckingham and Filomena R. Buckingham, Trustees of the Buckingham Trust Agreement, dated November 18, 1991	8/15/25	8/15/35
22757	5961 AL Hwy. 157	Cullman	AL	35055	Cullman	Land and Building Lease dated August 16, 2005 between LDVFIFH Taco LLC as Landlord and Tacala, LLC as Tenant Memorandum of Lease by and between LDVFIFH Taco, LLC and Tacala, LLC, recorded in Misc Book 226, Page 646, as affected by Addendum to Lease, recorded in Misc Book 226, Page 653 Certificate of Name Change of Landlord with Delaware SOS to FRIFH Taco, LLC	FRIFH Taco, LLC	8/15/25	8/15/35
22760	2130 Quintard Ave.	Anniston	AL	36201	Calhoun	Lease dated October 2, 1981 between Cabasse Land Company N.V. as Landlord and Del Taco Corporation as Tenant; Amendment to Lease dated March 1, 1984; Consent of Cabasse Land Company, N.V. (to lease assignment) executed May 23, 1984; Assignment dated May 23, 1988 between Del Taco Corporation as Assignor and Creative Food 'N Fun Company as Assignee; Notice of Assignment of Lease and Assignment of Guaranty dated November 30, 1989; Lease Guaranty Agreement from W.R. Grace & Co. as guarantor; Assignment and Assumption of Contracts, Leases and Bill of Sale, dated November 30, 1989; Consent to Assignment between Pinata, Inc. as Landlord and Creative Food 'N Fun Company as Tenant; Assignment of Lease and Assumption	CNL APF Partners, LP	10/31/12	10/31/32



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<u>Unit #</u>	<u>Street Address</u>	<u>City</u>	<u>St.</u>	<u>Zip</u>	<u>County</u>	<u>Description of Lease</u>	<u>Landlord Name</u>	<u>Lease Expiration</u>	<u>Option Expiration</u>
						Agreement dated September 11, 1992 between Creative Food 'N Fun Company as Assignor and Taco Del Sur, Inc. as Assignee; Lease Amendment dated November 1, 1992; Modification and Ratification of Lease Guaranty Agreement dated November 1, 1992; Amendment to Short Form Lease dated November 20, 1992; Deed dated January 8, 1997, recorded January 13, 1997 in Book 1994, Page 306; Assignment of Lease, dated January 10, 1997, recorded February 4, 1997 in Book 1994, Page 1101; Second Amendment to Lease Agreement dated November 7, 2000 Assignment and Assumption of Lease effective August 16, 2005 between Taco Bell of America, Inc. as Assignor and Tacala, LLC as Assignee; Landlord's Consent to Assignment of Lease Agreement, dated effective as of August 16, 2005.			
22761	602 Hwy. 31 S.	Hartselle	AL	35640	Morgan	Master Land and Building Lease dated August 16, 2005 between LDVFIH Taco LLC as Landlord and Tacala, LLC as Tenant Memorandum of Lease by and between LDVFIH Taco LLC and Tacala, LLC, recorded in Book 2005, Page 6942, as affected by Addendum to Lease, recorded in Book 2005, Page 6950, as assigned by Assignment and Assumption of Lease, by and between FRIF Taco LLC f/k/a LDVFIH Taco, LLC and GE Capital Franchise Finance Corporation recorded in Book 2006, Page 10268	GE Capital Franchise Finance Corporation	8/15/25	8/15/35
22765	1821 Montgomery Hwy.	Hoover	AL	35244	Jefferson	Master Land and Building Lease dated August 16, 2005 between LDVFIH Taco LLC as Landlord and Tacala, LLC as Tenant Memorandum of Lease by and between LDVFIH Taco, LLC and Tacala, LLC, recorded as Document Number 200512/2624, as affected by Addendum to Lease, recorded as Document Number 200512/2625 Subordination Agreement; Acknowledgment of Lease Assignment, Attornment and Non-Disturbance Agreement, recorded as Document Number 200512/2628. Certificate of Amendment changing the name of LDVFIH Taco LLC to FRIF Taco LLC	FRIF Taco, LLC	8/15/25	8/15/45
22766	710 9th Ave. - No. W. Lake Mall	Bessemer	AL	35020	Jefferson	Master Land and Building Lease dated August 16, 2005 between LDVFIH Taco, LLC and Tacala, LLC	Condon Bessemer Associates, LLC, and undivided 68% interest and Ware Bessemer Associates, LLC, an undivided 32% interest	8/15/25	8/15/35



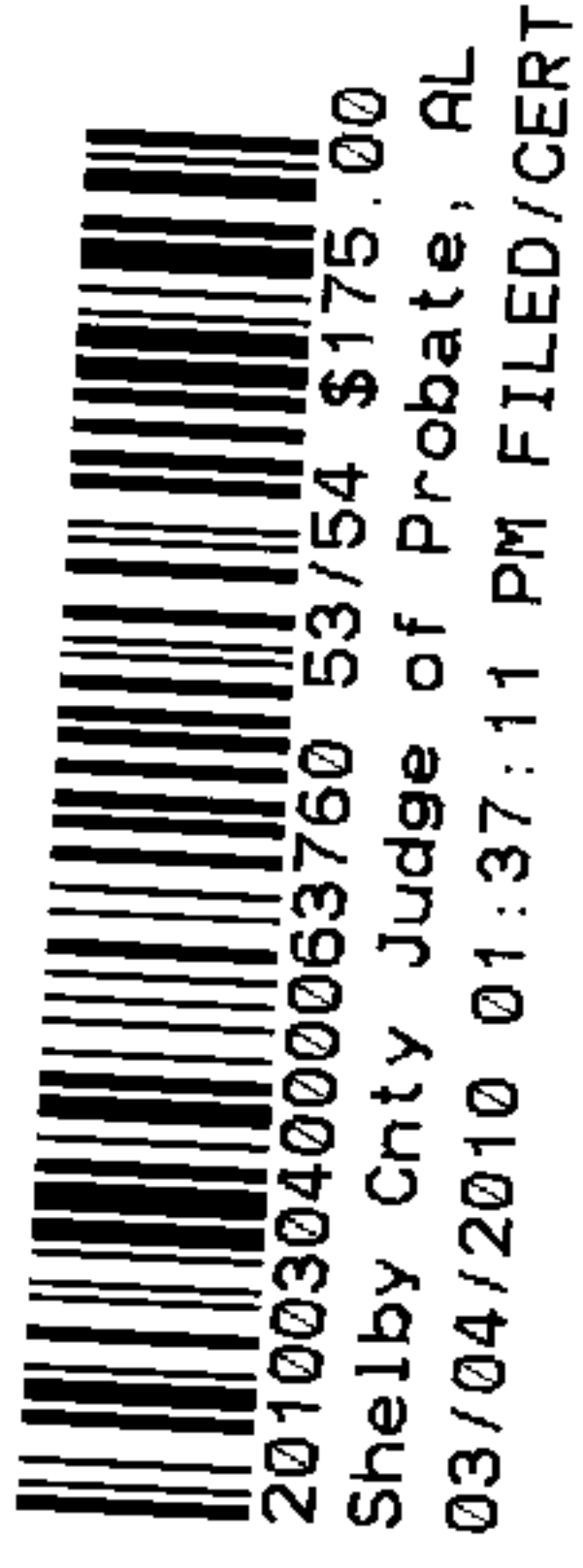
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<u>Unit #</u>	<u>Street Address</u>	<u>City</u>	<u>St.</u>	<u>Zip</u>	<u>County</u>	<u>Description of Lease</u>	<u>Landlord Name</u>	<u>Lease Expiration</u>	<u>Option Expiration</u>
						<p>Amendment to Master Land and Building Lease by and between FRIF Taco LLC, successor to LDVFIF Taco, LLC and Tacala, LLC, dated November 5, 2005, indicating removal of property from properties leased to tenant under Master Land and Building</p> <p>Amended and Restated Land and Building Lease dated November 1, 2005 between Robert L. Condon or Phyllis A. Condon and Robert L. Ware and Yvonne M. Ware, Trustees of the Robert L. Ware and Yvonne M. Ware Revocable Family Trust dated August 14, 2000 as Tenants in Common as Landlord and Tacala, LLC as Tenant</p> <p>Memorandum of Lease, recorded September 2, 2005 as Document Number 200512/2666, as affected by Addendum to Lease, recorded as document number 200512/2667, as assigned to last assigned to Condon Bessemer Associates, LLC as to a 64% interest and Ware Bessemer Associates, LLC, as to a 32% interest, recorded in Book LR200665, Page 29027.</p>			
22767	2885 N. Parkway	Huntsville	AL	35810	Madison	<p>Master Land and Building Lease dated August 16, 2005 between LDVFIF Taco LLC as Landlord and Tacala, LLC as Tenant</p> <p>Amendment to Lease Agreement between FRIF Taco LLC, successor to LDVFIF Taco, LLC and Tacala, LLC, dated April, 2006 (date not inserted upon execution), indicating removal of property from properties leased to tenant under Master Land and Building</p> <p>Amended and Restated Land and Building Lease dated April 1, 2006 between Jay Scott Custer and Tina Custer as Landlord and Tacala, LLC as Tenant;</p> <p>Memorandum of Lease by and between LDVFIF Taco LLC and Tacala, LLC, recorded as Instrument No. 20050928000659300, as affected by Addendum to Lease, recorded as Instrument No. 20050928000659310, as assigned to Jay Scott Custer and Tina Custer, by Statutory Warranty Deed, recorded as Instrument 20060502000288480.</p>	Jay Scott Custer and Tina Custer	8/15/25	8/15/45



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22915	4315 University Drive	Huntsville	AL	35805	Madison	Master Lease Agreement by and between Queen Properties, Inc. and Westchase Properties, evidenced by that certain Memorandum of Lease, recorded as Instrument No. 20060405000223030, as amended by Memorandum of Amendment to Lease recorded as Instrument No. 20060316000169320, as assigned by and assumed in the certain Master Leases Assumption and Assignment Agreement by and between Westchase Properties and 4315 University Drive, LLC, recorded as Instrument No. 20060517000322960; Lease (Sublease) by and between Westchase Properties, as Sub-Landlord and Tacala, LLC as Sub-Tenant; as evidenced by that certain Memorandum of Lease by and between Westchase Properties and Tacala LLC, recorded as Instrument No. 20060621000410160, as assigned and assumed by that certain Lease Assumption and Assignment Agreement by and between Westchase Properties and 4315 University Drive, LLC, recorded as Instrument No. 20060621000410170	Master Landlord: Queen Properties, Inc. Sublandlord: 4315 University Drive, LLC	4/30/26	4/30/46
22923	1611 S. Pelham Road	Jacksonville	AL	36265	Calhoun	Master Land and Building Lease dated August 16, 2005 between LDVVF1F Taco, LLC and Tacala, LLC Amendment to Lease Agreement dated December, 2005, indicating removal of property from properties leased to tenant under Master Land and Building Lease. Amended and Restated Land and Building Lease dated December 1, 2005 between Michelle L. Navigato, Trustee of Giurbino 2005 Irrevocable Trust as Landlord and Tacala, LLC as Tenant Memorandum of Lease between LDVVF1 Taco LL and Tacala, LLD, recorded in Book 3066, Page 970, as amended by Addendum to Lease recorded in Book 3066, Page 977, as assigned to Michelle L. Navigato, Trustee of the Giurbino 2005 Irrevocable Trust by Special Warranty Deed recorded in Book 2071, page 460	Michelle L. Navigato, Trustee of Giurbino 2005 Irrevocable Trust	8/15/25	8/15/45
23683	950 Old Monrovia Road	Huntsville	AL	35806	Madison	Lease dated July 29, 2009, by and between Sherrill E. Crowe and Carolyn K. Crowe, as Landlord and Tacala, LLC, as Tenant Memorandum of Lease by and between Sherrill E. Crowe and Carolyn K. Crowe, as Landlord and Tacala, LLC, as Tenant, recorded as Instrument No. 20090730000500340	Sherrill E. Crowe Carolyn K Crowe	10/1/29	10/1/49
23685	997 Brindlee Mountain Pkwy	Arab	AL	35016	Marshall	Net Lease Agreement dated September 14, 2007 between HLB Real Estate, Inc. as Landlord and Tacala, LLC as Tenant Memorandum of Lease (recorded) HLB Real Estate, Inc. as Landlord and Tacala, LLC as Tenant, recorded in Book 4346, Page 32	HLB Real Estate, Inc.	9/14/22	9/14/42



<u>Unit #</u>	<u>Street Address</u>	<u>City</u>	<u>St.</u>	<u>Zip</u>	<u>County</u>	<u>Description of Lease</u>	<u>Landlord Name</u>	<u>Lease Expiration</u>	<u>Option Expiration</u>
						Addendum to Lease dated September 14, 2007 HLB Real Estate, Inc. as Landlord and Tacala, LLC as Tenant			
23686	6694 Highway 431	Owens Crossroads	AL	35763	Madison	Net Lease dated May 18, 2007 between Terrence T. Shippen and Armida M. Shippen, Trustees of the Shippen Family Trust, dated March 16, 2007 as Landlord and Tacala, LLC as Tenant Memorandum of Lease between Terrence T. Shippen and Armida M. Shippen, Trustees of the Shippen Family Trust, dated March 16, 2007 as Landlord and Tacala, LLC as Tenant recorded as Instrument No. 20070523000362940 Addendum to Lease dated as of May 18, 2007 Tenant Estoppel Certificate dated April 19, 2007 Subordination Nondisturbance and Attornment Agreement dated as of April 19, 2007 between Tacala, LLC and Standard Insurance Company, recorded as Instrument No. 20070523000362970	Terrence T. Shippen and Armida M. Shippen, Trustees of the Shippen Family Trust dated March 16, 2007	5/18/22	5/18/42
23690	1746 Military Street South	Hamilton	AL	35570	Marion	Net Lease Agreement between Tacala, LLC as Tenant and Harry Novack, Trustee in his capacity as Trustee of the Harry Novak Living Trust established February 9, 1998 dated 3/17/2008 Addendum to Lease, dated March 17, 2008 Memorandum of Lease Tacala, LLC as Tenant and Harry Novack, Trustee in his capacity as Trustee of the Harry Novak Living Trust established February 9, 1998 dated 3/17/2008, recorded as Document ID 66902 in Book 2008, Page 1409	Harry Novack, Trustee in his capacity as Trustee of the Harry Novak Living Trust established February 9, 1998	3/17/28	3/17/48
26053	4040 Bond Boulevard	Bessemer	AL	35022	Jefferson	Lease dated October 20, 2009, by and between BCC McCalla, as Landlord and Tacala, LLC, as Tenant, as evidenced by Memorandum of Lease dated October 20, 2009 by and between BCC McCalla LLC as landlord and Tacala, LLC as tenant and recorded in Book LR200910, page 17998, Jefferson County, AL records.	BCC McCalla, LLC	Approx. 2/1/30	Approx. 2/1/50
26054	4804 Highway 52	Helena	AL	35050	Shelby	Lease dated February 10, 2009, by and between Helena Development, LLC, as Landlord and Tacala, LLC, as Tenant, as evidenced by the Memorandum of Lease dated September 30, 2009 by and between Helena Development LLC, as landlord and Tacala, LLC as tenant and recorded as instrument no 20091014000388040, Shelby County AL records.	Helen Development, LLC	Approx. 8/18/29	Approx. 8/18/49



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Shelby Cnty Judge of Probate, AL
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