

REPUBLIC COMMERCIAL TITLE AGENCY, LLC
6111 PEACHTREE-DUNWOODY ROAD, N.E.
BUILDING D
ATLANTA, GA 30328

20120925000364890 1/17 \$60.00
Shelby Cnty Judge of Probate, AL
09/25/2012 09:40:25 AM FILED/CERT

(above space for recording only)

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("**Agreement**") is entered into as of September 11, 2012 (the "**Effective Date**") by and between PFP HOLDING COMPANY III, LLC, a Delaware limited liability company (together with its successors and assigns, the "**Mortgagee**") and RAVE MOTION PICTURES BIRMINGHAM III, L.L.C., a Delaware limited liability company (the "**Tenant**"), with reference to the following facts:

A. Rushmore Lee Branch, LLC an
Illinois LLC (the "**Landlord**") owns fee simple title to the real property described in Exhibit "A" attached hereto and commonly referred to as The Village at Lee Branch (the "**Property**").

B. Mortgagee has made or intends to make a loan to Landlord (the "**Loan**").

C. To secure the Loan, Landlord has or will encumber the Property by entering into a mortgage in favor of Mortgagee (as amended, increased, renewed, extended, spread, consolidated, severed, restated, or otherwise changed from time to time, the "**Mortgage**") to be recorded in the Recorder's Office in and for the County of Shelby, State of Alabama.

D. Pursuant to that certain Lease Agreement dated December 12, 2003, as amended by that certain First Amendment to Lease Agreement dated October 13, 2005, and as further amended by that certain Second Amendment to Lease Agreement dated April 1, 2010 (collectively hereinafter referred to as the "**Lease**"), Landlord (as successor in interest to AIG Baker East Village, L.L.C.) demised to Tenant a portion of the Property

more particularly described in the Lease (the “**Leased Premises**”).

E. Tenant and Mortgagee desire to agree upon the relative priorities of their interests in the Property and their rights and obligations if certain events occur.

NOW, THEREFORE, for good and sufficient consideration, Tenant and Mortgagee agree:

- Definitions. The following terms shall have the following meanings for purposes of this Agreement.

- Foreclosure Event. A “**Foreclosure Event**” means: (i) foreclosure under the Mortgage; (ii) any other exercise by Mortgagee of rights and remedies (whether under the Mortgage or under applicable law, including bankruptcy law) as holder of the Loan and/or the Mortgage, as a result of which a Mortgagee becomes owner of the Property; or (iii) delivery by Landlord to Mortgagee (or its designee or nominee) of a deed or other conveyance of Landlord’s interest in the Property in lieu of any of the foregoing.

- Former Landlord. A “**Former Landlord**” means Landlord and any other party that was landlord under the Lease at any time before the occurrence of any attornment under this Agreement.

- Offset Right. An “**Offset Right**” means any right or alleged right of Tenant to any offset, defense (other than one arising from actual payment and performance, which payment and performance would bind a Successor Landlord pursuant to this Agreement), claim, counterclaim, reduction, deduction, or abatement against Tenant’s payment of Rent or performance of Tenant’s other obligations under the Lease, arising (whether under the Lease or under applicable law) from Landlord’s breach or default under the Lease.

- Rent. The “**Rent**” means any fixed rent, base rent or additional rent under the Lease.

- Successor Landlord. A “**Successor Landlord**” means any party that becomes owner of the Property as the result of a Foreclosure Event.

- Termination Right. A “**Termination Right**” means any right of Tenant to cancel or terminate the Lease or to claim a partial or total eviction arising (whether under the Lease or under applicable law) from Landlord’s breach or default under the Lease.

- Other Capitalized Terms. If any capitalized term is used in this Agreement and no separate definition is contained in this Agreement, then such term shall have the same respective definition as set forth in the Lease.

- Subordination. The Lease, as the same may hereafter be modified, amended or extended, shall be, and shall at all times remain, subject and subordinate to the lien imposed by the Mortgage, and all advances made under the Mortgage. Notwithstanding the foregoing, Mortgagee may elect, in its sole and absolute discretion, to subordinate the lien of the Mortgage to the Lease.

- Nondisturbance, Recognition and Attornment.

- No Exercise of Mortgage Remedies Against Tenant. So long as the Tenant is not in default under this Agreement or under the Lease beyond any applicable grace or cure periods (an “**Event of Default**”), Mortgagee (i) shall not terminate or disturb Tenant’s possession of the Leased Premises under the Lease, except in accordance with the terms of the Lease and this Agreement and (ii) shall not name or join Tenant as a defendant in any exercise of Mortgagee’s rights and remedies arising upon a default under the Mortgage unless applicable law requires Tenant to be made a party thereto as a condition to proceeding against Landlord or prosecuting such rights and remedies. In the latter case, Mortgagee may join Tenant as a defendant in such action only for such purpose and not to terminate the Lease or otherwise adversely affect Tenant’s rights under the Lease or this Agreement in such action.

- Recognition and Attornment. Upon Successor Landlord taking title to the Property (i) Successor Landlord shall be bound to Tenant under all the terms and conditions of the Lease (except as provided in this Agreement); (ii) Tenant shall recognize and attorn to Successor Landlord as Tenant’s direct landlord under the Lease as affected by this Agreement; and (iii) the Lease shall continue in full force and effect as a direct lease, in accordance with its terms (except as provided in this Agreement), between Successor Landlord and Tenant. Tenant hereby acknowledges notice that pursuant to the Mortgage and assignment of rents, leases and profits, Landlord has granted to the Mortgagee an absolute, present assignment of the Lease and Rents which provides that Tenant continue making payments of Rents and other amounts owed by Tenant under the Lease to the Landlord and to recognize the rights of Landlord under the Lease until notified otherwise in writing by the Mortgagee. After receipt of such notice from Mortgagee, the Tenant shall thereafter make all such payments directly to the Mortgagee or as the Mortgagee may otherwise direct, without any further inquiry on the part of the Tenant. Landlord consents to the foregoing and waives any right, claim or demand which Landlord may have against Tenant by reason of such payments to Mortgagee or as Mortgagee directs. Landlord consents and agrees that any payment to Mortgagee pursuant

to this provision shall be treated as a payment to Landlord for purposes of the Lease.

- Further Documentation. The provisions of this Article 3 shall be effective and self-operative without any need for Successor Landlord or Tenant to execute any further documents. Tenant and Successor Landlord shall, however, confirm the provisions of this Article 3 in writing upon request by either of them within ten (10) days of such request.

- Protection of Successor Landlord. Notwithstanding anything to the contrary in the Lease or the Mortgage, Successor Landlord shall not be liable for or bound by any of the following matters:

- Claims Against Former Landlord. Any Offset Right that Tenant may have against any Former Landlord relating to any event or occurrence before the date of attornment, including any claim for damages of any kind whatsoever as the result of any breach by Former Landlord that occurred before the date of attornment. The foregoing shall not limit either (i) Tenant's right to exercise against Successor Landlord any Offset Right otherwise available to Tenant because of events occurring after the date of attornment or (ii) Successor Landlord's obligation to correct any conditions that existed as of the date of attornment and violate Successor Landlord's obligations as landlord under the Lease.

- Prepayments. Any payment of Rent that Tenant may have made to Former Landlord more than thirty (30) days before the date such Rent was first due and payable under the Lease with respect to any period after the date of attornment other than, and only to the extent that, the Lease expressly required such a prepayment.

- Payment; Security Deposit; Work. Any obligation: (i) to pay Tenant any sum (s) that any Former Landlord owed to Tenant unless such sums, if any, shall have been actually delivered to Mortgagee by way of an assumption of escrow accounts or otherwise; (ii) with respect to any security deposited with Former Landlord, unless such security was actually delivered to Mortgagee; (iii) to commence or complete any initial construction of improvements in the Leased Premises or any expansion or rehabilitation of existing improvements thereon; (iv) to reconstruct or repair improvements following a fire, casualty or condemnation; or (v) arising from representations and warranties related to Former Landlord.

- Modification, Amendment or Waiver. Any modification or amendment of the Lease, or any waiver of the terms of the Lease, made without Mortgagee's written consent.

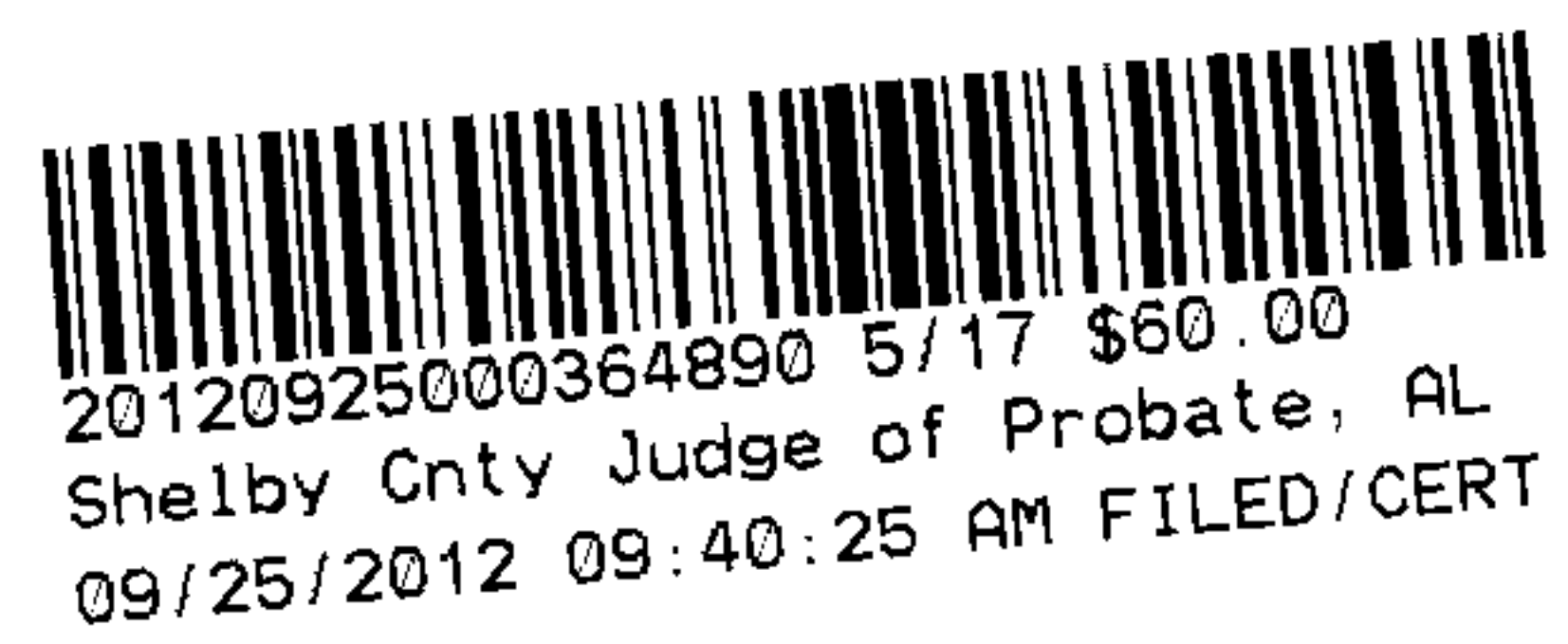
- *Surrender, Etc.* Any consensual or negotiated surrender, cancellation, or termination of the Lease, in whole or in part, agreed upon between Landlord and Tenant, unless effected unilaterally by Tenant pursuant to the express terms of the Lease.

- *Exculpation of Successor Landlord.* Notwithstanding anything to the contrary in this Agreement or the Lease, Successor Landlord's obligations and liability under the Lease shall never extend beyond Successor Landlord's (or its successors' or assigns') interest, if any, in the Property from time to time, including insurance and condemnation proceeds, security deposits, escrows, Successor Landlord's interest in the Lease, and the proceeds from any sale, lease or other disposition of the Property (or any portion thereof) by Successor Landlord (collectively, the "***Successor Landlord's Interest***"). Tenant shall look exclusively to Successor Landlord's Interest (or that of its successors and assigns) for payment or discharge of any obligations of Successor Landlord under the Lease as affected by this Agreement. If Tenant obtains any money judgment against Successor Landlord with respect to the Lease or the relationship between Successor Landlord and Tenant, then Tenant shall look solely to Successor Landlord's Interest (or that of its successors and assigns) to collect such judgment. Tenant shall not collect or attempt to collect any such judgment out of any other assets of Successor Landlord.

- *Mortgagee's Right to Cure.* Notwithstanding anything to the contrary in the Lease or this Agreement, before exercising any Offset Right or Termination Right:

- *Notice to Mortgagee.* Tenant shall provide Mortgagee with notice of the breach or default by Landlord giving rise to same (the "***Default Notice***") and, thereafter, the opportunity to cure such breach or default as provided for below.

- *Mortgagee's Cure Period.* After Tenant gives Mortgagee a Default Notice pursuant to Section 7(a) below, Mortgagee shall have a period of thirty (30) days in which to cure the breach or default by Landlord and only after such time Tenant shall take any action with respect to such failure under the Lease including, without limitation, any action in order to terminate, rescind or avoid the Lease. Notwithstanding the foregoing, Tenant may cure any default, for the account of Landlord, at any time prior to the expiration of the notice period to Landlord and/or Mortgagee if curing such default is necessary, in Tenant's sole judgment, to protect the Premises or Tenant's interest therein, to prevent injury or damage to persons or property, or to permit Tenant to conduct its usual business operations at the Premises. Mortgagee shall have no obligation to cure (and shall have no liability or obligation for not curing) any breach or default by Landlord, except to the extent that Mortgagee agrees or undertakes otherwise in writing. In addition, as to any breach or default by Landlord the cure of which requires possession and control of the Property, provided that Mortgagee undertakes by written notice to Tenant to exercise reasonable efforts to cure or cause to be cured by a receiver such



breach or default within the period permitted by this paragraph, Mortgagee's cure period shall continue for such additional time as Mortgagee may reasonably require to either: (i) obtain possession and control of the Property with due diligence and thereafter cure the breach or default with reasonable diligence and continuity; or (ii) obtain the appointment of a receiver and give such receiver a reasonable period of time in which to cure the default.

- Miscellaneous.

- Notices. Any notice or request given or demand made under this Agreement by one party to the other shall be in writing, and may be given or be served by hand delivered personal service, or by depositing the same with a reliable overnight courier service or by deposit in the United States mail, postpaid, registered or certified mail, and addressed to the party to be notified, with return receipt requested or by telefax transmission, with the original machine generated transmit confirmation report as evidence of transmission. Notice deposited in the mail in the manner hereinabove described shall be effective from and after the expiration of three (3) days after it is so deposited; however, delivery by overnight courier service shall be deemed effective on the next succeeding business day after it is so deposited and notice by personal service or telefax transmission shall be deemed effective when delivered to its addressee or within two (2) hours after its transmission unless given after 3:00 p.m. on a business day, in which case it shall be deemed effective at 9:00 a.m. on the next business day. For purposes of notice, the addresses and telefax number of the parties shall, until changed as herein provided, be as follows:

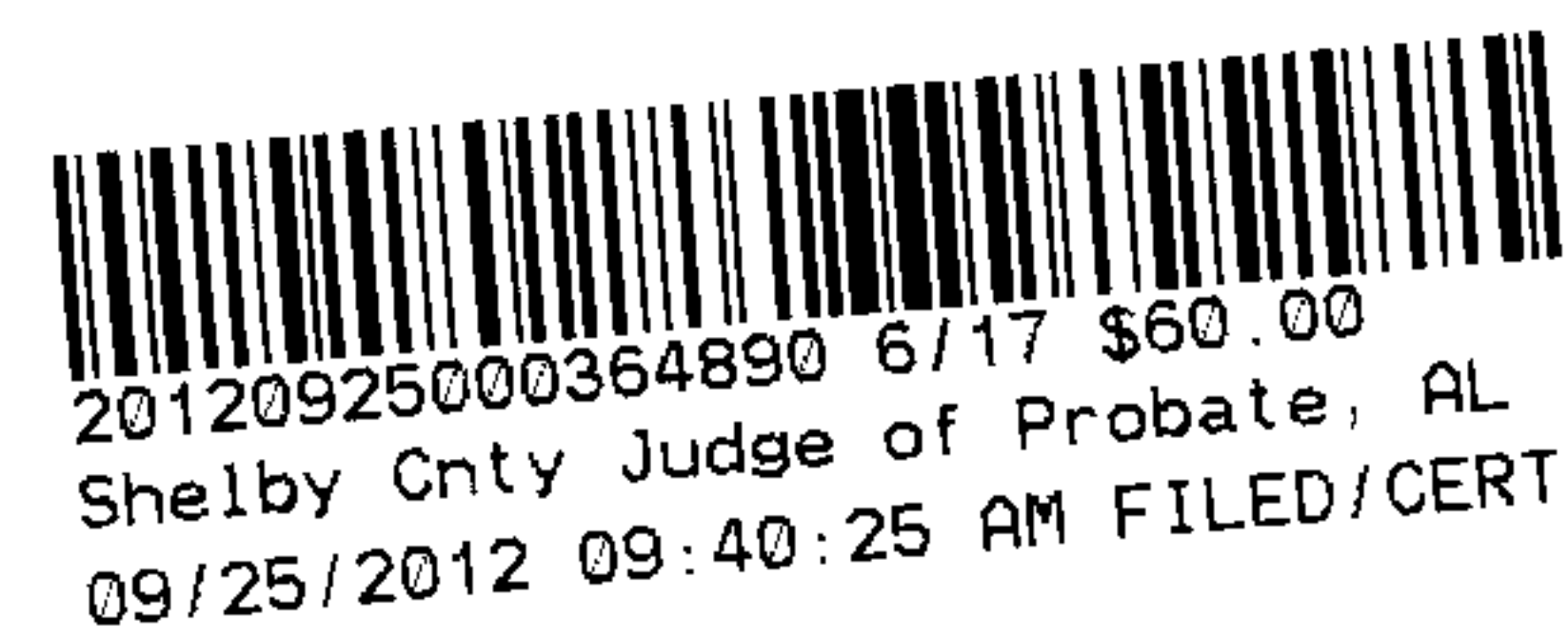
i. If to the Mortgagee, at:

c/o Prime Finance Partners
233 North Michigan, Suite 2318
Chicago, Illinois 60601
Attn: Steve Gerstung
Telecopy No.: (312) 276-9649

with a copy to:

Polsinelli Shughart PC
700 W. 47th Street
Suite 1000
Kansas City, Missouri 64112
Attention: Daniel Flanigan, Esq.
Telecopy No.: (816) 753-1536

ii. If to the Tenant, at:



Rave Motion Pictures Birmingham III, L.L.C.
c/o Rave Reviews Cinemas, L.L.C.
2101 Cedar Springs Road, Suite 800
Dallas, Texas 75201
Attn: Chad Greenway

- Successors and Assigns. This Agreement shall bind and benefit the parties, their successors and assigns, any Successor Landlord, and its successors and assigns. If Mortgagee assigns the Mortgage, then upon delivery to Tenant of written notice thereof accompanied by the assignee's written assumption of all obligations under this Agreement, all liability of the assignor shall terminate.

- Entire Agreement. This Agreement constitutes the entire agreement between Mortgagee and Tenant regarding the subordination of the Lease to the Mortgage and the rights and obligations of Tenant and Mortgagee as to the subject matter of this Agreement.

- Interaction with Lease and with Mortgage. If this Agreement conflicts with the Lease, then this Agreement shall govern as between the parties and any Successor Landlord, including upon any attornment pursuant to this Agreement. This Agreement supersedes, and constitutes full compliance with, any provisions in the Lease that provide for subordination of the Lease to, or for delivery of nondisturbance agreements by the holder of, the Mortgage.

- Mortgagee's Rights and Obligations. Except as expressly provided for in this Agreement, Mortgagee shall have no obligations to Tenant with respect to the Lease. If an attornment occurs pursuant to this Agreement, then all rights and obligations of Mortgagee under this Agreement shall terminate, without thereby affecting in any way the rights and obligations of Successor Landlord provided for in this Agreement.

- Interpretation; Governing Law. The interpretation, validity and enforcement of this Agreement shall be governed by and construed under the internal laws of the State in which the Leased Premises are located, excluding such State's principles of conflict of laws.

- Amendments. This Agreement may be amended, discharged or terminated, or any of its provisions waived, only by a written instrument executed by the party to be charged.

- Due Authorization. Tenant represents to Mortgagee that it has full authority to

- *Execution.* This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Mortgagee and Tenant have caused this Agreement to be executed as of the date first above written.

By: Prime Finance Partners III, Inc., a
Maryland corporation, its Managing
Member

Name: Jon W. Brayshaw
Title: Vice President

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS.:



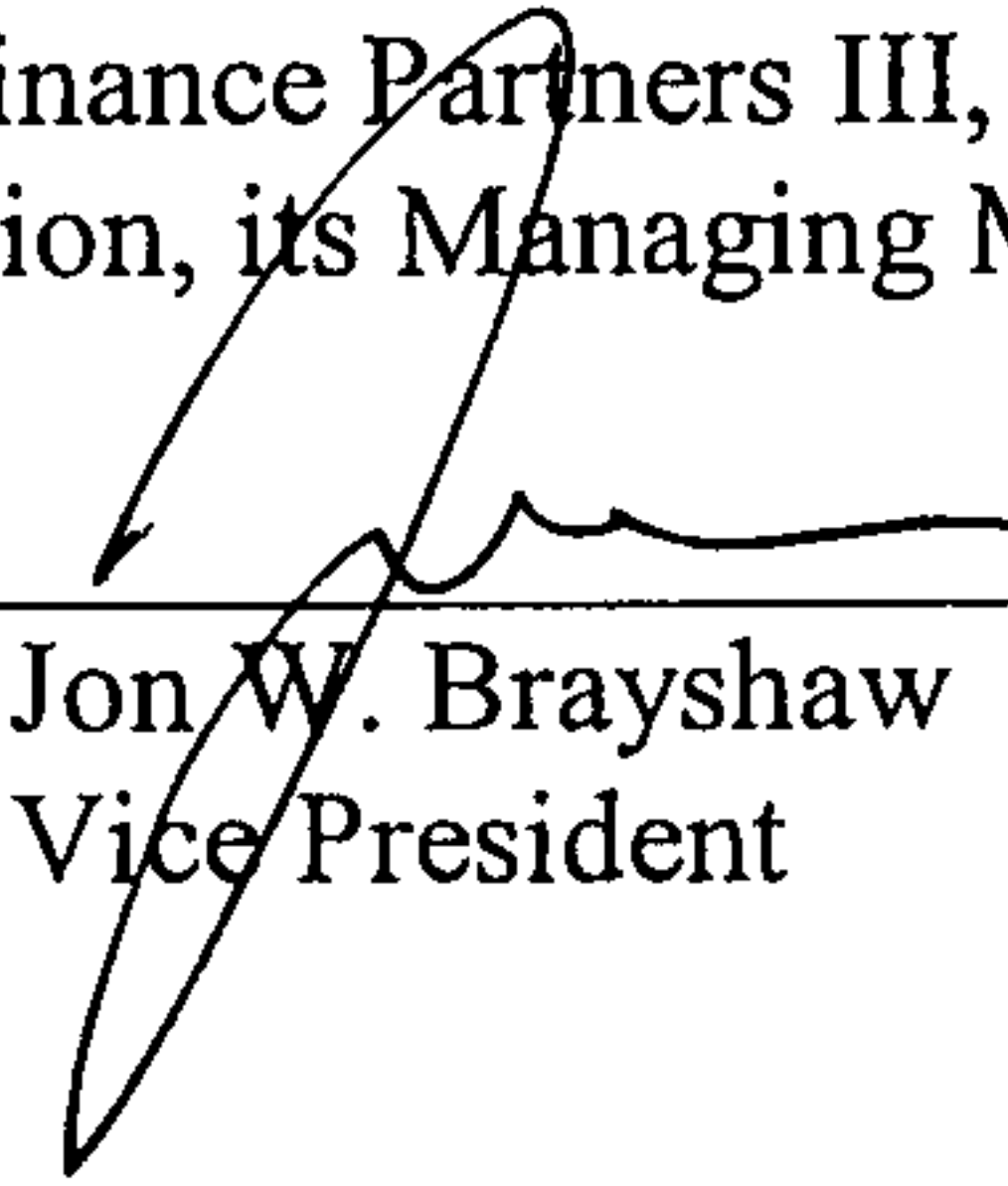
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Shelby Cnty Judge of Probate, AL
09/25/2012 09:40:25 AM FILED/CERT

IN WITNESS WHEREOF, the Mortgagee and Tenant have caused this Agreement to be executed as of the date first above written.

MORTGAGEE:

PFP HOLDING COMPANY III, LLC,
a Delaware limited liability company

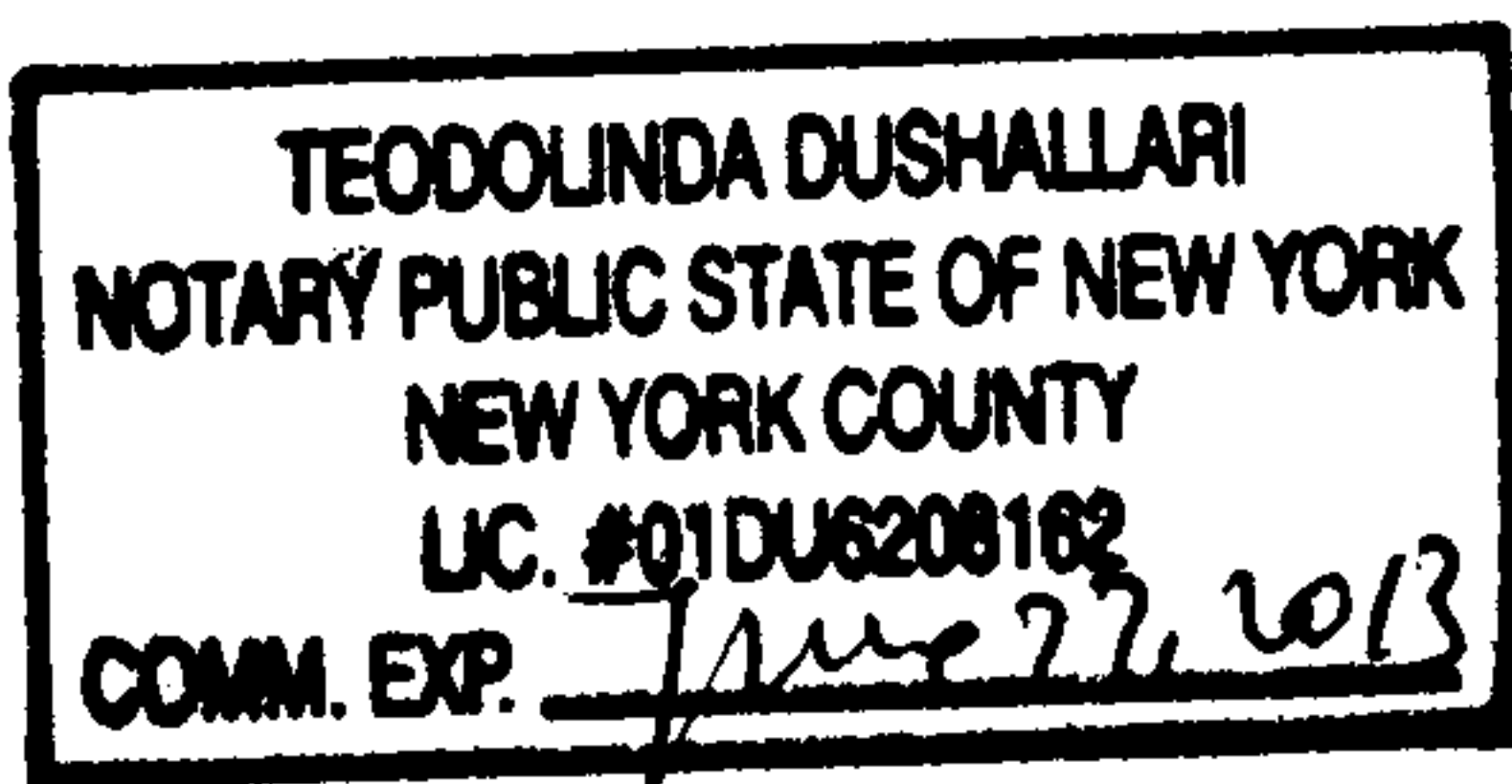
By: Prime Finance Partners III, Inc., a Maryland corporation, its Managing Member


By: 
Name: Jon W. Brayshaw
Title: Vice President

ACKNOWLEDGEMENT


STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

On the 17th day of August in the year 2012, before me, the undersigned, personally appeared Jon W. Brayshaw, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.





Notary Public


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Shelby Cnty Judge of Probate, AL
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Notary Public

TENANT:

**RAVE MOTION PICTURES
BIRMINGHAM III, L.L.C.**, a Delaware
limited liability company

By: Roy F. Coppedge III

Name: Roy F. Coppedge III

Title: PRESIDENT

ACKNOWLEDGEMENT

STATE OF Texas)
COUNTY OF Dallas)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Roy F. Coppedge III, whose name as President of Rave Motion Pictures Birmingham III, L.L.C., a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date. Given under my hand and official seal this 7 day of August, 2012.



[Signature]

Notary Public

My Commission Expires:

LANDLORD'S CONSENT

Landlord consents and agrees to the foregoing Agreement, which was entered into at Landlord's request. The foregoing Agreement shall not alter, waive or diminish any of Landlord's obligations under the Mortgage or the Lease. The above Agreement discharges any obligations of Mortgagee under the Mortgage and related loan documents to enter into a nondisturbance agreement with Tenant. Landlord, and its successors and assigns, are bound by but not a party to the above Agreement. Mortgagee and Tenant are third party beneficiaries of this Landlord consent.

LANDLORD:

Rushmore Lee Branch, LLC
an Illinois LLC

By: [Signature]

Name: Marc Reinisch

Title: authorized signatory

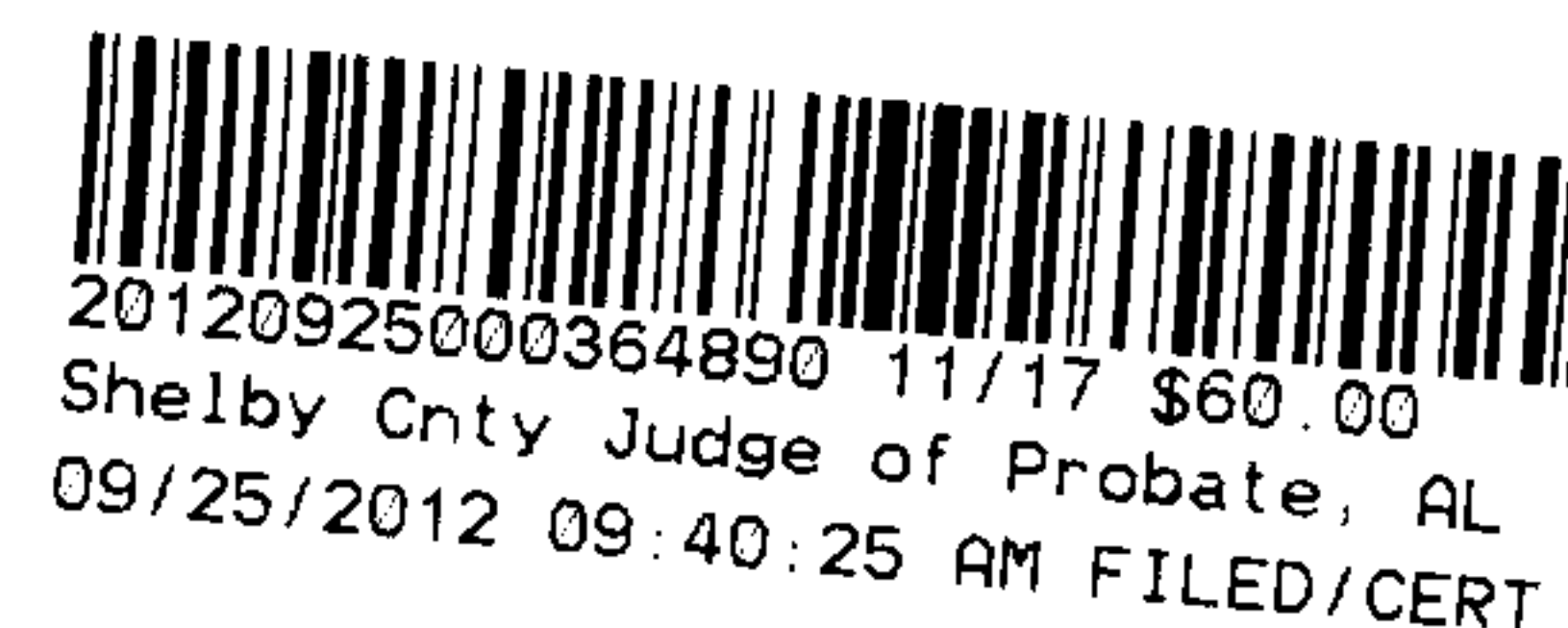
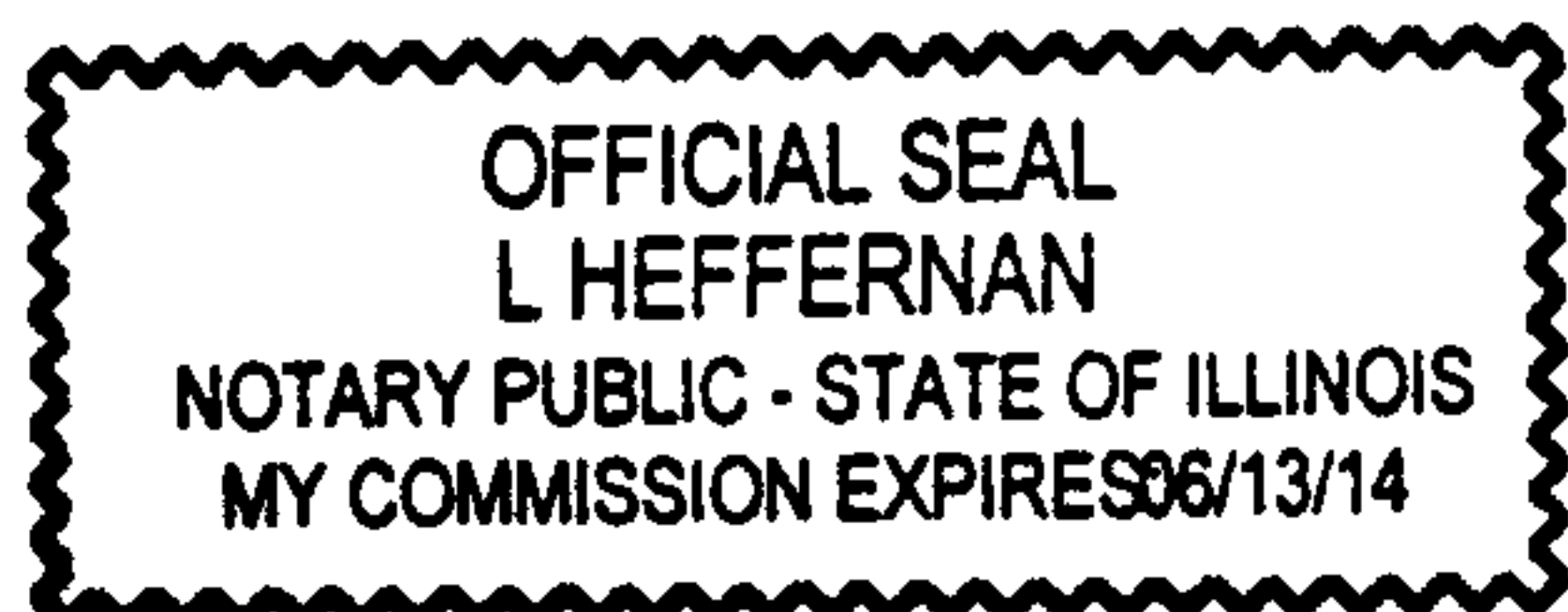
Dated: August 27, 2012

ACKNOWLEDGEMENT

STATE OF Illinois
COUNTY OF Cook

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Marc Reinisch, whose name as authorized signatory of Rushmore Lee Branch, LLC an Illinois 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 said instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability co. on the day the same bears date. Given under my hand and official seal this 27th day of August, 2012.

[Signature]



Notary Public

My Commission Expires:

6/18/14

DOCUMENT PREPARED BY
AND WHEN RECORDED, RETURN TO:

Polsinelli Shughart PC
700 West 47th Street, Suite 1000
Kansas City, Missouri 64112
Attention: Maribeth McMahon, Esq.

EXHIBIT A

The Property

[see attached]



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Shelby Cnty Judge of Probate, AL
09/25/2012 09:40:25 AM FILED/CERT

EXHIBIT "A"

(Legal Description)

PARCEL 1:

LOT 1B, ACCORDING TO THE SURVEY OF A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH AS RECORDED IN MAP BOOK 31, PAGE 130A AND 130B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, BEING A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH SECTOR 1- REVISION 1.

PARCEL 2:

LOTS 1, 4, 5, 7 AND 8, ACCORDING TO THE SURVEY OF THE VILLAGE AT LEE BRANCH SECTOR 1 - PHASE 2, AS RECORDED IN MAP BOOK 33, PAGE 58, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, BEING A RESUBDIVISION OF LOT 5A OF THE VILLAGE AT LEE BRANCH SECTOR 1- REVISION 1.

TOGETHER WITH SUCH APPURTENANT ACCESS, EASEMENT AND OTHER RIGHTS WHICH ARISE OR ARE RESERVED UNDER AND PURSUANT TO THE FOLLOWING INSTRUMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

RECIPROCAL EASEMENT AGREEMENT BY AND BETWEEN AIG BAKER BROOKSTONE, L.L.C., AND COMPASS BANK, DATED AUGUST 26, 2003, FILED FOR RECORD AUGUST 27, 2003 AT 10:47 A.M., RECORDED AS INSTRUMENT NUMBER: 20030827000569990 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

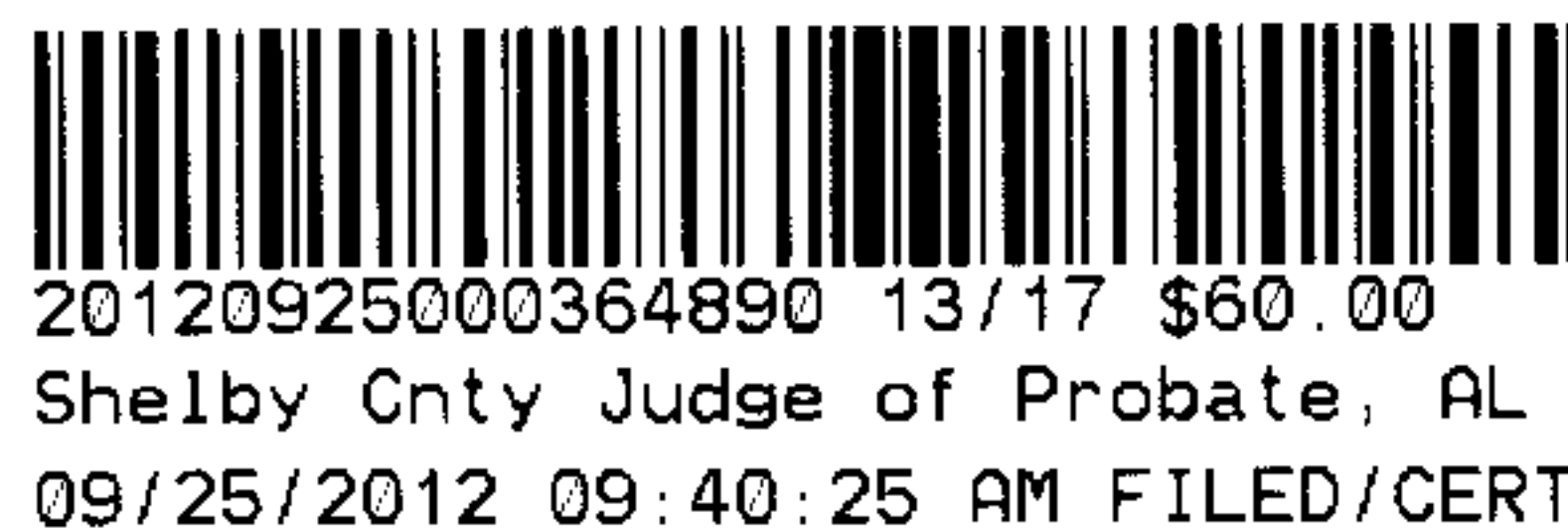
ALSO TOGETHER WITH, the rights, privileges, easements and appurtenances created by the following:

1. Declaration of Easement and Restrictions dated May 26, 2004 by AIG Baker East Village, L.L.C., a Delaware limited liability company, being filed for record on June 1, 2004 under Instrument Number 20040601000288850 and in Amendment No. 1 to Declaration of Easement and Restrictions dated June 21, 2004 under Instrument Number 20040624000345520 and in Amendment to Declaration of Easement and Restrictions under Instrument Number 20120511000165500.

2. Agreement of Covenants, Conditions and Restrictions and Grant of Easements dated June 21, 2004 by AIG Baker East Village, L.L.C., a Delaware limited liability company, being filed for record on June 24, 2004 under Instrument Number 20040624000345530.

PARCEL 5:

TRACT A



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

Commencing at a found 2" capped pipe to be the Northwest Corner of the Southeast quarter of the Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, said point lying on the Easterly line of Lot 11 of EAGLE TRACE - PHASE 1 as recorded in Map Book 29, Page 142 in the office of the Judge of Probate, Shelby County, Alabama, said point also being the Southwest corner of A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH as recorded in Map Book 31, Page 130A and 130B in the office of the Judge of Probate, Shelby County, Alabama; thence run North 88 degrees, 55 minutes, 06 seconds, East along the North line of said quarter-quarter section and the South line of A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH as recorded in Map Book 31 Page 130A and 130B in the office of the Judge of Probate, Shelby County, Alabama, for a distance of 553.73 feet to the Northwest corner of Lot 1A, RESURVEY OF LOT 1 OF THE VILLAGE AT LEE BRANCH SECTOR 1 - PHASE 3 as recorded in Map Book 42 Page 56 in the office of the Judge of Probate, Shelby County, Alabama; thence run South 00 degrees, 00 minutes, 00 seconds West along the West line of said Lot 1A for a distance of 234.72 feet to the Southwest corner of said Lot 1A and the POINT OF BEGINNING; thence run North 88 degrees, 55 minutes, 06 seconds East along the South line of said Lot 1A for a distance of 433.23 feet to a corner of said Lot 1A; thence run South 00 degrees, 28 minutes, 01 seconds, East along the West line of said Lot 1A for a distance of 388.46 feet to a point on the Northerly right of way line of Farley Lane of PLAT FOR THE DEDICATION OF A PORTION OF THE RIGHT OF WAY OF FARLEY LANE as recorded in Map Book 42, Page 10 in the office of the Judge of Probate, Shelby County, Alabama; thence run South 88 degrees, 58 minutes, 49 seconds, West along the Northerly right of way line of said Farley Lane for a distance of 436.40 feet to a point on the Easterly right of way line of Farley Court of RESURVEY OF LOT 1 OF THE VILLAGE AT LEE BRANCH SECTOR 1 - PHASE 3 as recorded in Map Book 42 Page 56 in the office of the Judge of Probate, Shelby County, Alabama; thence run North 00 degrees, 00 minutes, 00 seconds, East along the Easterly right of way line of said Farley Court for a distance of 388.02 feet to the POINT OF BEGINNING.

TRACT B

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

Commencing at a found 2" capped pipe to be the Northwest Comer of the Southeast quarter of the Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, said point lying on the Easterly line of Lot 11 of EAGLE TRACE - PHASE 1 as recorded in Map Book 29 Page 142 in the office of the Judge of Probate, Shelby County, Alabama, said point also being the Southwest corner of A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH as recorded in Map Book 31 Page 130A and 130B in the office of the Judge of Probate, Shelby County, Alabama, said point also being the POINT OF BEGINNING; thence run North 88 degrees, 55 minutes, 06 seconds, East along the North line of



said quarter-quarter section and the South line of said A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH as recorded in Map Book 31 Page 130A and 130B in the office of the Judge of Probate, Shelby County, Alabama for a distance of 503.72 feet to a point on the Westerly right of way line of Farley Court of RESURVEY OF LOT 1 OF THE VILLAGE AT LEE BRANCH SECTOR 1 - PHASE 3 as recorded in Map Book 42 Page 56 in the office of the Judge of Probate, Shelby County, Alabama; thence run South 00 degrees, 00 minutes, 00 seconds, West along the Westerly right of way line of Said Farley Court for a distance of 603.81 feet to a point on the Northerly right of way line of said Farley Court; thence run North 90 degrees, 00 minutes, 00 seconds, West along the Northerly right of way line of said Farley Court for a distance of 7.50 feet to a point on the Westerly right of way line of said Farley Court; thence run South 00 degrees, 00 minutes, 00 seconds, West along the Westerly right of way line of said Farley Court for a distance of 19.00 feet to a point on the Northerly right of way line of Farley Lane of PLAT FOR THE DEDICATION OF A PORTION OF THE RIGHT OF WAY OF FARLEY LANE as recorded in Map Book 42, Page 10 in the office of the Judge of Probate, Shelby County, Alabama; thence run South 88 degrees, 58 minutes, 49 seconds, West along the Northerly right of way line of said Farley Lane for a distance of 293.74 feet to a point on a curve to the left, having a central angle of 33 degrees, 06 minutes, 51 seconds, a radius of 215.00 feet, a chord bearing of South 72 degrees, 25 minutes, 23 seconds, West and a chord of 122.54 feet; thence run in a Southeasterly direction along the arc of said curve and also along the Northerly right of way line of said Farley Lane for a distance of 124.26 feet to a point on the south line of the Northwest quarter of the Southeast quarter of the Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence run South 89 degrees, 01 minutes, 27 seconds, West along the South line of said quarter-quarter-quarter section for 78.79 feet to the Southwest corner of Northwest quarter of the Southeast quarter of the Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, said iron also being the Southeast corner of Lot 1 of EAGLE TRACE - PHASE 1 as recorded in Map Book 29 Page 142 in the office of the Judge of Probate, Shelby County, Alabama; thence run North 00 degrees, 35 minutes, 54 seconds West along the West line of said quarter-quarter-quarter section and the East line of said EAGLE TRACE - PHASE 1 as recorded in Map Book 29 Page 142 in the office of the Judge of Probate, Shelby County, Alabama for 656.90 feet to the POINT OF BEGINNING.

PARCEL 5 IS ALSO KNOWN AS:

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

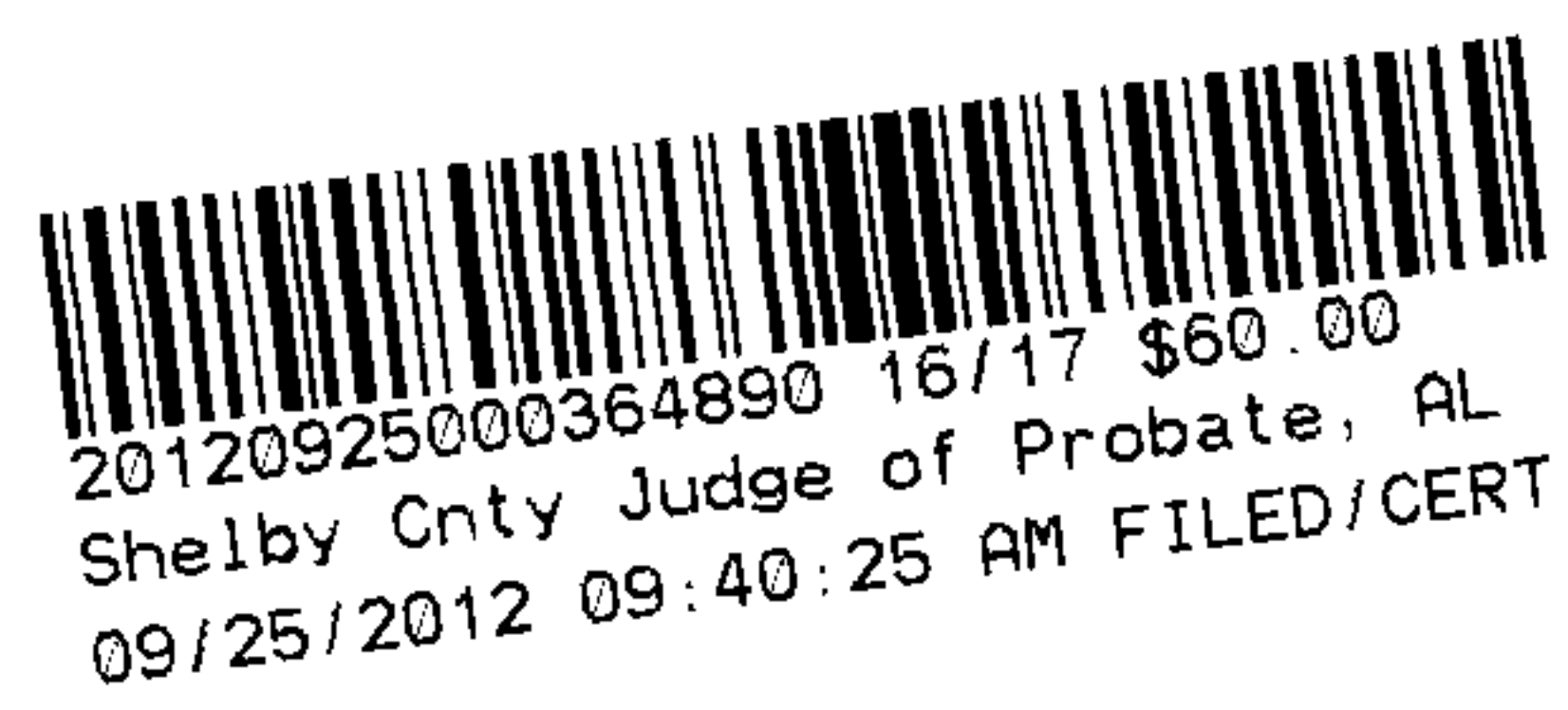
Commencing at a found 2" capped pipe purported to be the Northwest Corner of the Southeast quarter of the Southwest quarter of Section 5, Township 19 South, Range I West, Shelby County, Alabama, said point lying on the Easterly line of Lot 11 of EAGLE TRACE - PHASE 1 as recorded in Map Book 29 Page 142 in the office of the Judge of Probate, Shelby County, Alabama, said point also being the Southwest corner of A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH as recorded in Map Book 31 Page 130A and 130B in the office of the Judge of Probate, Shelby County, Alabama; thence proceed along the North line of said quarter-quarter section and the South line of A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH as recorded in Map Book 31 Page 130A and 130B in the office of the Judge of

Probate, Shelby County, Alabama for 666.78 feet to an iron pin set at the Northeast corner of the Northwest quarter of the Southeast quarter of the Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama said point being the POINT OF BEGINNING of herein described parcel; thence continuing Easterly along said North line of said Northwest quarter of the Southeast quarter of the Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama and said South line of A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH as recorded in Map Book 31 Page 130A and 130B in the office of the Judge of Probate, Shelby County, Alabama for 333.28 feet to an iron pin set; thence leaving said North line of said Northwest quarter of the Southeast quarter of the Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama and said South line of A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH as recorded in Map Book 31 Page 130A and 130B in the office of the Judge of Probate, Shelby County, Alabama with a deflection angle right of $90^{\circ}36'53''$ proceed Southerly for 658.78 feet to an iron pin set on the South line of said Northwest quarter of the Southeast quarter of the Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence with a deflection angle right of $89^{\circ}29'33''$ proceed Westerly along said South line of said Northwest quarter of the Southeast quarter of the Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama for 332.53 feet to an iron pin set, said point being the Southeast corner of the Northwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence with a deflection angle right of $90^{\circ}26'33''$ proceed Northerly along the East line of said Northwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama for 658.15 feet to a point, said point being the POINT OF BEGINNING.

AND:

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

Commencing at a found 2" capped pipe purported to be the Northwest Corner of the Southeast quarter of the Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, said point lying on the Easterly line of Lot 11 of EAGLE TRACE - PHASE 1 as recorded in Map Book 29 Page 142 in the office of the Judge of Probate, Shelby County, Alabama, said point also being the Southwest corner of A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH as recorded in Map Book 31 Page 130A and 130B in the office of the Judge of Probate, Shelby County, Alabama, said point also being the POINT OF BEGINNING of herein described parcel; thence proceed Easterly along the North line of said quarter-quarter section and the South line of said A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH as recorded in Map Book 31 Page 130A and 130B in the office of the Judge of Probate, Shelby County, Alabama for 666.78 feet to an iron pin set, being the Northeast corner of the Northwest quarter of the Southeast quarter of the Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence leaving said quarter-quarter line and said South line of A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH as recorded in Map Book 31 Page 130A and 130B in the office of the Judge of Probate, Shelby County, Alabama with a deflection angle right of $90^{\circ}32'59''$ proceed Southerly along the East line of the



Northwest quarter of the Southeast quarter of the Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama for 658.15 feet to a point, said point being the Southeast corner of the Northwest quarter of the Southeast quarter of the Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence with a deflection angle right of 89°33'27" proceed Westerly along the South line of said quarter-quarter-quarter section for 666.02 feet to an iron pin set, said pin being the Southwest corner of Northwest quarter of the Southeast quarter of the Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, said iron also being the Southeast corner of Lot 1 of EAGLE TRACE - PHASE 1 as recorded in Map Book 29 Page 142 in the office of the Judge of Probate, Shelby County, Alabama; thence with a deflection angle right of 90°22'39" proceed Northerly along the West line of said quarter-quarter-quarter section and the East line of said EAGLE TRACE - PHASE 1 as recorded in Map Book 29 Page 142 in the office of the Judge of Probate, Shelby County, Alabama for 656.90 feet to the POINT OF BEGINNING.

LESS AND EXCEPT the following described parcel:

Lot 1 of The Village at Lee Branch Sector 1- Phase 3, as shown on the map recorded in Map Book 41, Page 95, in the Office of the Judge of Probate of Shelby County, Alabama.

NOTE: THE ABOVE DESCRIBED LEGALS ARE SHOWN AS "ACREAGE" PARCEL ACCORDING TO THE MAP AND SURVEY OF THE VILLAGE AT LEE BRANCH SECTOR 1 - PHASE 3, AS RECORDED IN MAP BOOK 41, PAGE 95 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

ALSO LESS AND EXCEPT:


Public right of way known as Farley Lane as depicted on that plat recorded at Map Book 42, Page 10, Shelby County, Alabama records.

ALSO LESS AND EXCEPT:

Public right of way known as Farley Court as depicted on that plat recorded at Map Book 42, Page 56, Shelby County, Alabama Records.

ALSO TOGETHER WITH, the rights, privileges, easements and appurtenances created by the following:

Agreement of Covenants, Conditions and Restrictions and Grant of Easements by AIG Baker East Village, L.L.C., dated January 29, 2009, recorded January 29, 2009, in Instrument Number 20100129000029100; as assigned by that certain Assignment of Agreement of Covenants, Conditions and Restrictions and Grant of Easements by AIG Baker East Village, L.L.C., recorded January 29, 2009, in Instrument Number 20100129000029120.


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Shelby Cnty Judge of Probate, AL
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