

SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT

This subordination, non-disturbance, and attornment agreement (the "**Agreement**") is made and entered into as of the 14th day of September, 2012 (the "**Effective Date**"), by and among Hobby Lobby Stores, Inc., an Oklahoma corporation, having a notice address of 7707 S.W. 44th Street, Oklahoma City, Oklahoma, 73179, Attn: Real Estate Department ("**Tenant**"), Rushmore Lee Branch, LLC, an Illinois limited liability company ("**Landlord**"), having a notice address of c/o Rushmore Opportunity LLC, 212 W. Kinzie Street, 6th Floor, Chicago, IL 60654, Attention: Marc Reinisch and PFP Holding Company III, LLC, a Delaware limited liability company, having a notice address of c/o Prime Finance partners, 233 North Michigan, Suite 2318, Chicago, IL 60601, Attn: Steve Gerstung ("**Lender**").

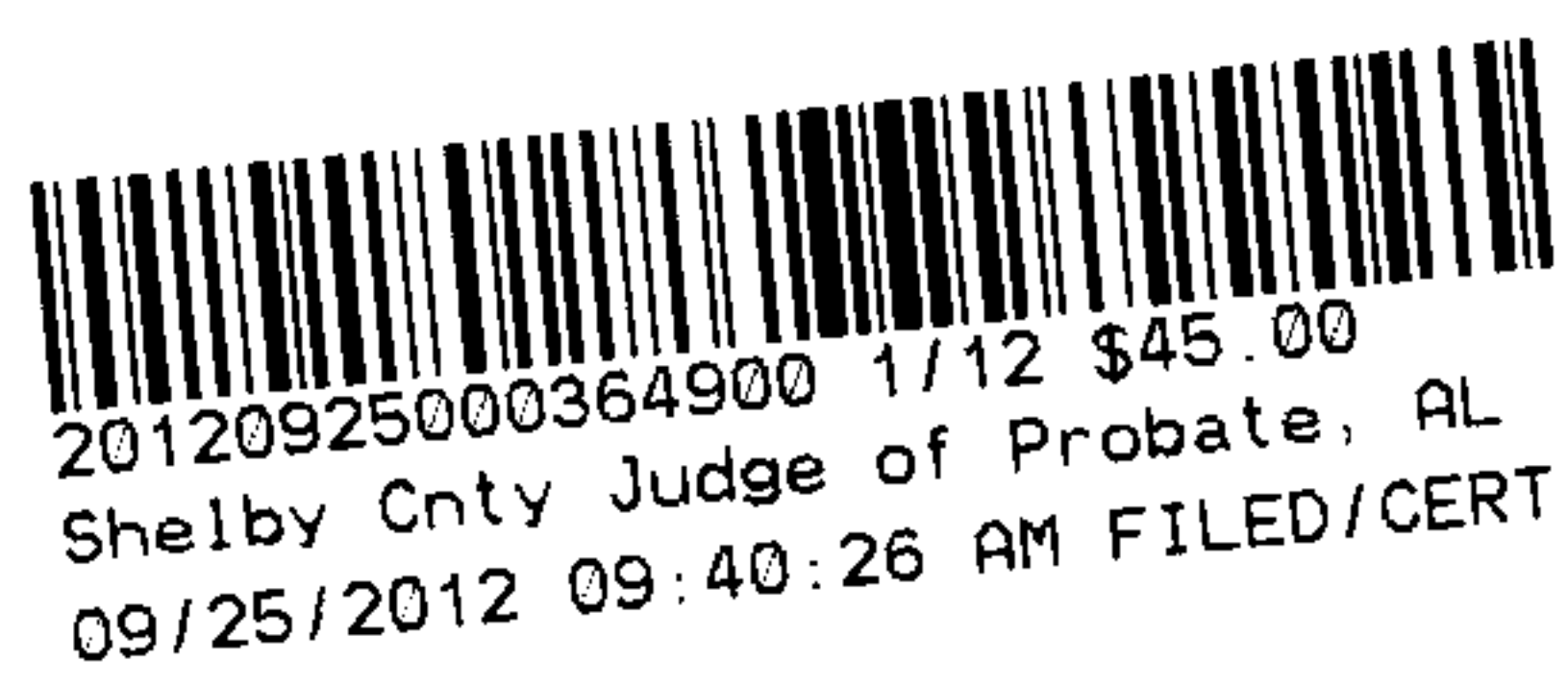
RECITALS

- A. Landlord is the owner of certain real property which is more fully described in Exhibit A of this Agreement (the "**Premises**");
- B. Lender is now or will be the owner and holder of a note (the "**Note**") evidencing a loan ("**Loan**") secured by a mortgage or deed of trust (as applicable, the "**Mortgage**") securing the Loan, in each case executed by Landlord to Lender which Mortgage is to be recorded in the county in which the Premises is located;
- C. Tenant is the Lessee under a lease dated December 4, 2003, between Tenant and Landlord (the lease and all lease amendments are collectively referred to as the "**Lease**"), demising to Tenant a portion of the Premises and improvements (described in the Lease and in this Agreement as the "**Leased Premises**"); and
- D. The Mortgage constitutes or will constitute a first lien upon, among other things, the Premises and the current and future improvements, or a portion thereof;
- E. The parties are entering into this Agreement as a condition precedent to Tenant's agreement to enter into the Lease and/or Lender's agreement to make the Loan to Landlord as evidenced by the Note.

TERMS AND CONDITIONS

For good and valuable consideration, the parties agree as follows:

1. Subordination. The Lease and all rights of Tenant in or to the Leased Premises are subordinated, and shall remain subordinate and junior, to the lien of the Mortgage and to the rights and interests of the holder of the Note and Mortgage as if the Mortgage had been duly executed, acknowledged, recorded, and the indebtedness secured thereby had been fully disbursed prior to the execution of the Lease or possession of the Leased Premises by Tenant. Tenant warrants to Lender that there has been no assignment of Tenant's rights or interests under the Lease to any other person.
2. Attornment. If the interests of Landlord in the Premises shall be transferred to and owned by Lender or any other person by reason of foreclosure or other proceedings brought by Lender in lieu of or pursuant to a foreclosure (collectively, a "**Successor**"), or by any other manner prior to the expiration of the Lease, including any extensions and renewals of the Lease, and provided Successor assumes all of Landlord's obligations under the Lease,
 - (i) Tenant shall attorn to and accept Successor and recognize Successor as Tenant's



Landlord under the Lease;

(ii) Successor shall recognize and accept Tenant as its tenant under the Lease;

(iii) the Lease shall continue, without further agreement, in full force and effect as a direct lease between Successor and Tenant for the remaining term of the Lease, together with all extensions and renewals now provided in the Lease, upon the same terms, covenants, and conditions as provided in the Lease; and

(iv) Successor shall thereafter assume and perform all of Landlord's obligations, as landlord under the Lease, and Tenant shall thereafter make all rent payments directly to Successor as set forth in the Lease.

3. Limitation of Liability. In the event of a foreclosure of or other execution on the Mortgage (by judicial process, power of sale or otherwise), or conveyance in lieu of foreclosure, Successor, as the case may be, shall not:

(i) be liable to Tenant for any past acts, past omissions, or past defaults by prior Landlord unless such acts, omissions, or defaults are of a continuing nature, or for which Lender was provided notice of such past acts, past omissions, or past defaults, and provided that nothing in this Agreement shall modify or reduce the obligation of Successor to perform all of the obligations of Landlord under the Lease once Successor succeeds to the interest of Landlord, except as stated in 3.(v) below and;

(ii) be liable to Tenant for any payment of rent made more than thirty (30) days in advance and not delivered to Lender;

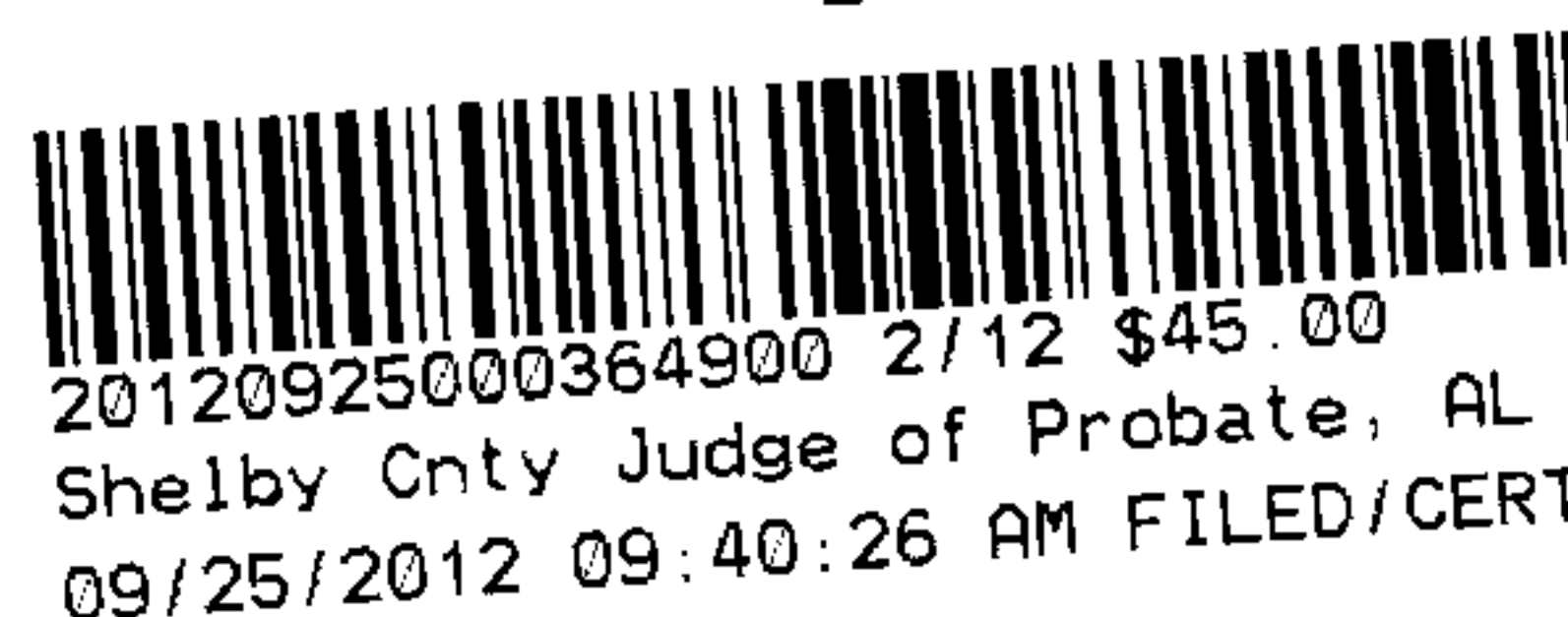
(iii) be bound by any amendment of the Lease entered into during the existence of Lender's lien under the Mortgage which (a) has the effect of reducing the rent payable by Tenant, reducing the term of the Lease, or materially increasing Landlord's obligation under the Lease, and (b) has not been consented to by Lender; but

(iv) be bound by any consensual or negotiated surrender, cancellation, or termination of the Lease, in whole or in part, agreed between Landlord and Tenant, unless effected unilaterally by Tenant pursuant to the express terms of the Lease.

(v) The year to date CAM, Insurance, and RE Tax Reconciliation has not been received by Tenant.

4. Cure by Lender of Landlord Defaults. On giving notice of any default to Landlord under the provisions of the Lease, Tenant agrees to also provide a copy of such notice to Lender. After Lender receives such notice, Lender shall have a period of thirty (30) days beyond the time available to Landlord under the Lease in which to cure the breach or default by Landlord. Lender 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 Lender 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 Premises, provided that Lender undertakes by written notice to Tenant to exercise reasonable efforts to cure of cause to be cured by a receiver such breach or default within the period permitted by this paragraph, Lender's cure period shall continue for such additional time as Lender may reasonably require to either: (i) obtain possession and control of the Premises 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.

5. Lease Assignment. Tenant acknowledges that Landlord has assigned, or may assign, Landlord's interest in the Lease to Lender as additional security for its obligations



under the Mortgage, and Landlord hereby irrevocably instructs Tenant to pay to Lender all rent and other sums due under the Lease immediately upon notice from Lender, provided Landlord agrees Tenant may rely on the notice from Lender under this section regardless of Landlord's dispute of the validity of such notice.

6. Non-Disturbance. So long as Tenant is not in default under the terms of the Lease (beyond any notice and period of time given Tenant to cure such default as provided in the Lease) or this Agreement, Lender agrees, on behalf of itself and any purchaser at foreclosure that:

(i) Tenant shall not be made a party to any foreclosure, conveyance in lieu of foreclosure, which foreclosure, conveyance, power of sale, or other action, sale, or proceeding occurs prior to the expiration of the Lease, including any extensions or renewals of the Lease, regarding the Mortgage;

(ii) Lender shall not affect the Lease, interfere with Tenant's possession of the Leased Premises, or Tenant's rights under the Lease, except in accordance with the terms of the Lease and this Agreement;

(iii) Tenant shall not be disturbed in the quiet enjoyment and peaceful possession of the Leased Premises, subject to the terms and conditions of the Lease, and this Agreement; and

(iv) The lien of the Mortgage does not and shall not encumber any property of Tenant located in or about the Leased Premises.

7. Notice. All notices permitted or required to be given under this Agreement shall be in writing, shall be deemed properly given if addressed to the parties at the respective addresses set forth in the initial paragraph of this Agreement, or at such other address as is specified by notice by any party by certified mail, postage prepaid, return receipt requested, by delivery or attempted delivery by a nationally recognized overnight courier service, or by personal delivery.


8. Successors and Assigns. This Agreement shall be binding upon the parties and their respective heirs, executors, administrators, representatives, successors and assigns including, without limitation, each and every holder of the Note and Mortgage.

9. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original and all of which taken together will constitute one original single agreement.

10. Modification. This Agreement may only be modified by an agreement signed by all parties.

11. Choice of Law. This Agreement shall be governed by the law in which the Premises are located.

This Agreement shall bind the parties only upon the execution by all parties and each party's receipt of an original of this Agreement signed and acknowledged by the other parties. If any party fails to execute this Agreement and deliver an executed original to the other party within ten (10) days of the Effective Date, this Agreement shall be null and void.


20120925000364900 3/12 \$45.00
Shelby Cnty Judge of Probate, AL
09/25/2012 09:40:26 AM FILED/CERT

Tenant:

Hobby Lobby Stores, Inc.

By: Randy Childers
Randy Childers, Vice President

Lender:

PFP Holding Company III, LLC


By: _____
Signature

Printed Name and Title

Landlord:

By: _____
Signature

Printed Name and Title


20120925000364900 4/12 \$45.00
Shelby Cnty Judge of Probate, AL
09/25/2012 09:40:26 AM FILED/CERT

TENANT

STATE OF OKLAHOMA)
) ss:
COUNTY OF OKLAHOMA)

I, the undersigned notary public in and for said County and State, do hereby certify that Randy Childers, the Vice President of Hobby Lobby Stores, Inc., an Oklahoma corporation personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me on this day in person and acknowledged that he signed and delivered the said instrument of writing as his free and voluntary act.

WITNESS MY HAND AND NOTARIAL SEAL, this 12th day of July, 2012.



Stephanie Rozwalski
Notary Public

My Commission expires 3/9/2015

LANDLORD

STATE OF _____)
) ss:
COUNTY OF _____)

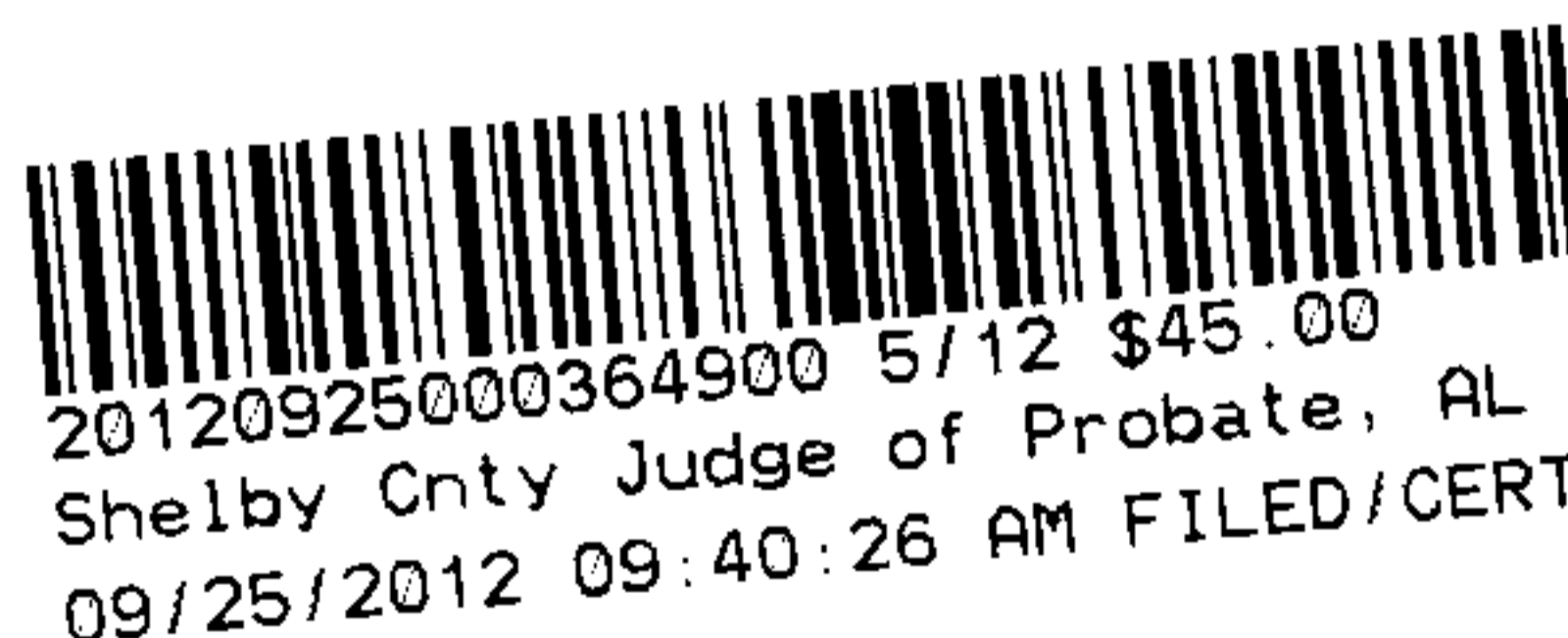
I, the undersigned Notary Public in and for said County and State, do hereby certify that _____, the _____ of _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me on this day in person and acknowledged that he signed and delivered the said instrument of writing as his free and voluntary act.

WITNESS MY HAND AND NOTARIAL SEAL, this ____ day of _____, 2012.

(SEAL) _____
Notary Public
My Commission expires _____

LENDER

STATE OF _____)
) ss:
COUNTY OF _____)



I, the undersigned Notary Public in and for said County and State, do hereby certify that _____, the _____ of _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me on this day in person and acknowledged that he signed and delivered the said instrument of writing as his free and voluntary act.

WITNESS MY HAND AND NOTARIAL SEAL, this ____ day of _____, 2012.

(SEAL) _____
Notary Public
My Commission expires _____

Landlord:

Rushmore Lee Branch, LLC,
an Illinois limited liability company

By: Lee Branch Manager, LLC
an Illinois limited liability company,
its Manager

By: Rushmore Opportunity, LLC,
an Illinois limited liability company,
its Manager

By: 
Marc Reinisch, Manager

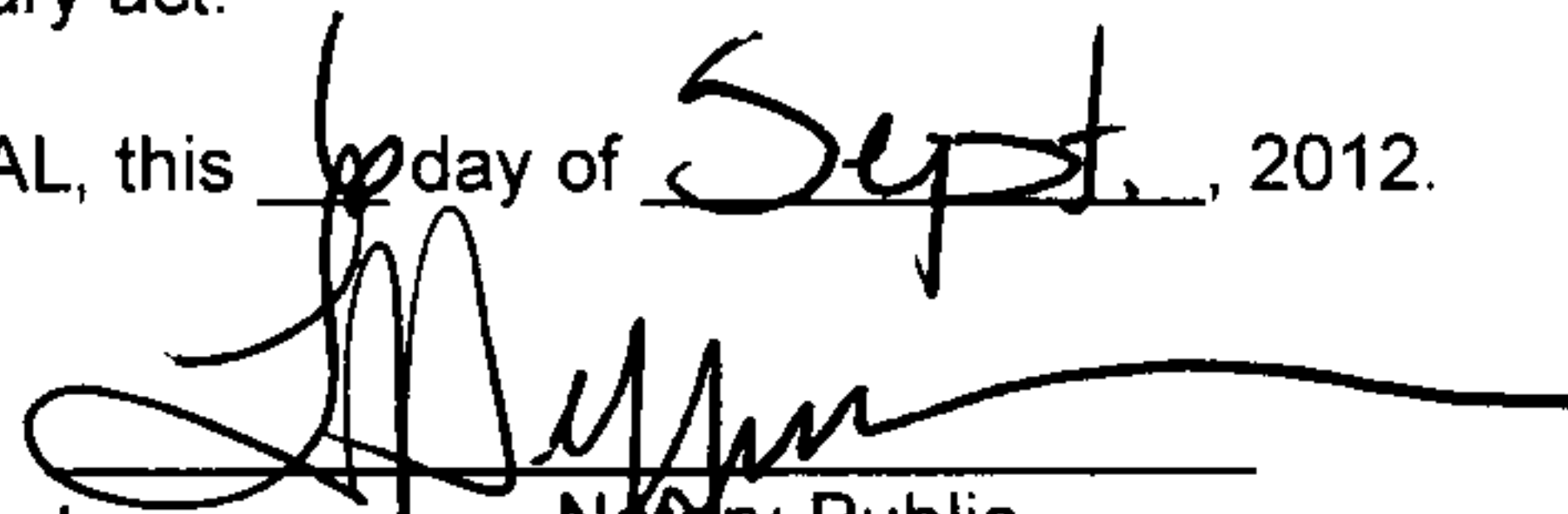
STATE OF Illinois
COUNTY OF Cook) ss:


I, the undersigned Notary Public in and for said County and State, do hereby certify that Marc Reinisch the manager of Rushmore Lee Branch LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me on this day in person and acknowledged that he signed and delivered the said instrument of writing as his free and voluntary act.

WITNESS MY HAND AND NOTARIAL SEAL, this 6 day of Sept., 2012.

(SEAL)

My Commission expires 6/13/14


Notary Public


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Shelby Cnty Judge of Probate: AL
09/25/2012 09:40:26 AM FILED/CERT



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

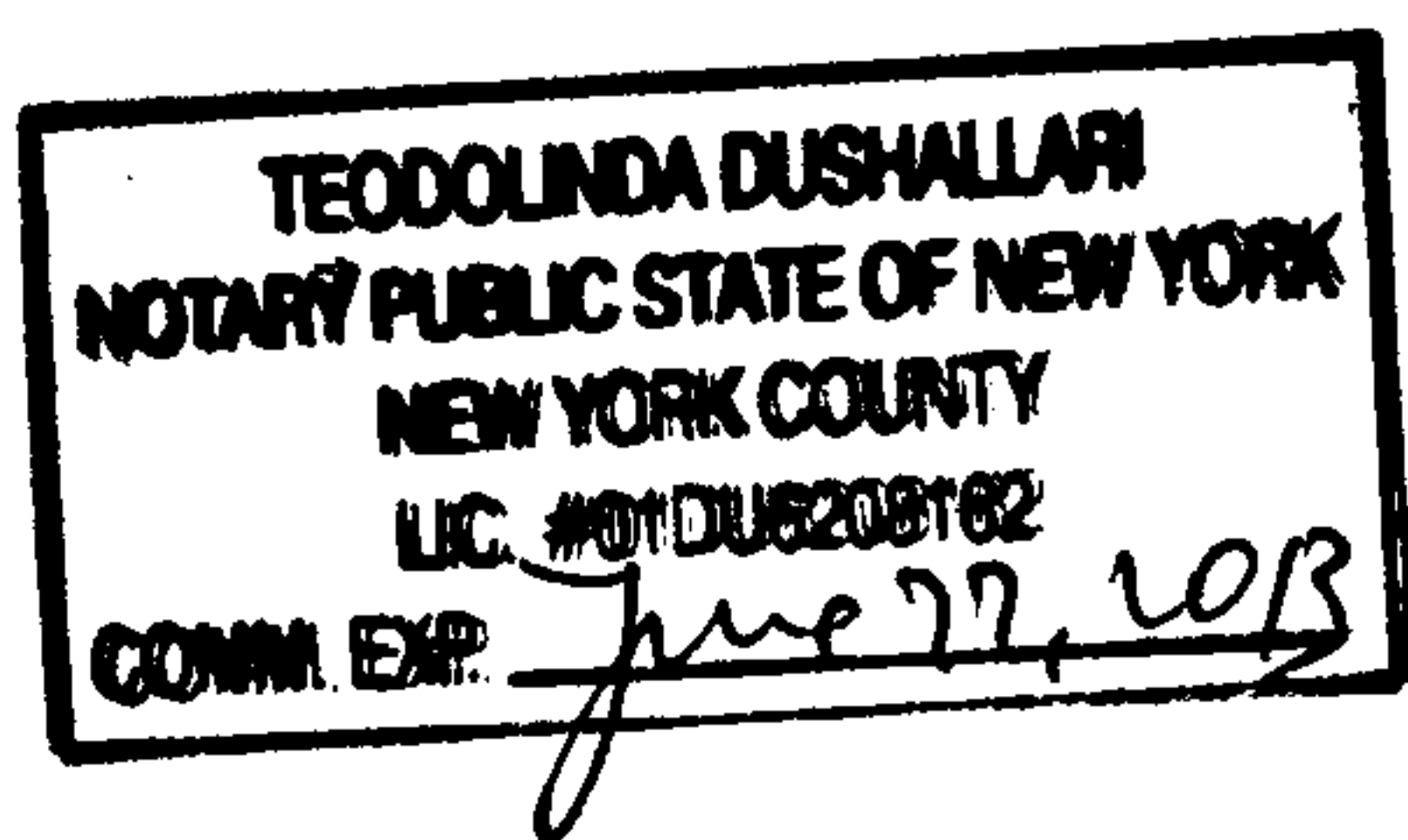
ACKNOWLEDGEMENT

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
09/25/2012 09:40:26 AM FILED/CERT

EXHIBIT A

The Property

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:

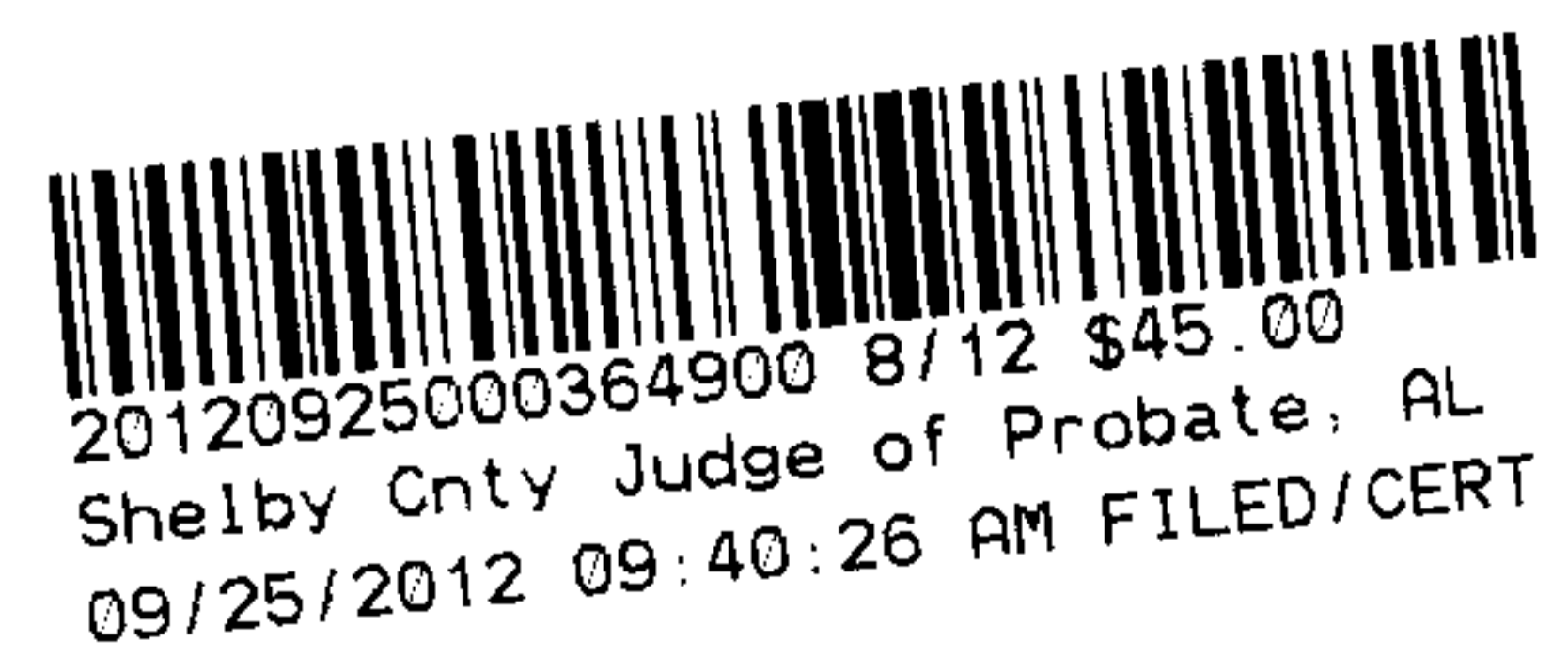
RECIPROCAL EASEMENT AGREEMENT BY AND BETWEEN AIG BAKER BROOKSTONE, L.L.C., AND COMPASS BANK, DATED AUGUST 26, 2003, FILED FOR RECORD AUGUST 27, 2003 AT 10:47 A.M., RECORDED AS INSTRUMENT NUMBER: 20030827000569990 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

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 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; 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.