


RECORDATION REQUESTED BY:

The Bank of Hemet, a California corporation
3715 Sunnyside Drive
Riverside, CA 92506

WHEN RECORDED MAIL TO:

The Bank of Hemet, a California corporation
3715 Sunnyside Drive
Riverside, CA 92506


20130220000072220 1/11 \$46.00
Shelby Cnty Judge of Probate, AL
02/20/2013 02:50:38 PM FILED/CERT

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

HAZARDOUS SUBSTANCES CERTIFICATE AND INDEMNITY AGREEMENT

THIS HAZARDOUS SUBSTANCES AGREEMENT dated February 1, 2013, is made and executed among Rob Wolf and Jennifer L. Wolf, Trustees of The Rob Wolf and Jennifer L. Wolf Revocable Trust under the provisions of a trust agreement dated December 11, 2006, whose address is 810 Montgomery Street, Suite 100, San Francisco, CA 94133 and Barry Matthew Silver and Beth Ann Rosenstein Silver, Trustees of The Silver Family Revocable Trust under the provisions of a trust agreement dated May 4, 2001, whose address is 2 Silk Oak Circle, San Rafael, CA 94901 (sometimes referred to below as "Borrower" and sometimes as "Indemnitor"); Rob Wolf, whose address is 7 Fairview Avenue, Corte Madera, CA 94925, Jennifer L. Wolf, whose address is 7 Fairview Avenue, Corte Madera, CA 94925, Barry Matthew Silver, whose address is 2 Silk Oak Circle, San Rafael, CA 94901 and Beth Ann Rosenstein Silver, whose address is 2 Silk Oak Circle, San Rafael, CA 94901 (sometimes referred to below as "Guarantor" and sometimes as "Indemnitor"); and The Bank of Hemet, a California corporation, 3715 Sunnyside Drive, Riverside, CA 92506 (referred to below as "Lender"). For good and valuable consideration and to induce Lender to make a loan to Borrower, each party executing this Agreement hereby represents and agrees with Lender as follows:

PROPERTY DESCRIPTION. The word "Property" as used in this Agreement means the following Real Property located in Shelby County, State of Alabama:

See Exhibit "A", which is attached to this Agreement and made a part of this Agreement as if fully set forth herein.

The Real Property or its address is commonly known as 101 Supercenter Drive, Calera, AL 35040. The Real Property tax identification number is 28-2-04-0-001-012.004.

REPRESENTATIONS. The following representations are made to Lender, subject to disclosures made and accepted by Lender in writing:

Use of Property. After due inquiry and investigation, Indemnitor has no knowledge, or reason to believe, that there has been any use, generation, manufacture, storage, treatment, refinement, transportation, disposal, release, or threatened release of any Hazardous Substances by any person on, under, or about the Property.

Hazardous Substances. After due inquiry and investigation, Indemnitor has no knowledge, or reason to believe, that the Property, whenever and whether owned by previous Occupants, has ever contained asbestos, PCBs, lead paints or other Hazardous Substances, whether used in construction or stored on the Property.

No Notices. Indemnitor has received no summons, citation, directive, letter or other communication, written or oral, from any agency or department of any county or state or the U.S. Government concerning any intentional or unintentional action or omission on, under, or about the Property which has resulted in the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of Hazardous Substances into any waters, ambient air or onto any lands or where damage may have resulted to the lands, waters, fish, shellfish, wildlife, biota, air or other natural resources.

AFFIRMATIVE COVENANTS. Indemnitor covenants with Lender as follows:

Use of Property. Indemnitor will not use and does not intend to use the Property to generate, manufacture, refine, transport, treat, store, handle or dispose of any Hazardous Substances, PCBs, lead paint or asbestos.

Compliance with Environmental Laws. Indemnitor shall cause the Property and the operations conducted on it to comply with any and all Environmental Laws and orders of any governmental authorities having jurisdiction under any Environmental Laws and shall obtain, keep in effect and comply with all governmental permits and authorizations required by Environmental Laws with respect to such Property or operations. Indemnitor shall furnish Lender with copies of all such permits and authorizations and any amendments or renewals of them and shall notify Lender of any expiration or revocation of such permits or authorizations.

Preventive, Investigatory and Remedial Action. Indemnitor shall exercise extreme care in handling Hazardous Substances if Indemnitor uses or encounters any. Indemnitor, at Indemnitor's expense, shall undertake any and all preventive, investigatory or remedial action (including emergency response, removal, containment and other remedial action) (a) required by any applicable Environmental Laws or orders by any governmental authority having jurisdiction under Environmental Laws, or (b) necessary to prevent or minimize property damage (including damage to Occupant's own property), personal injury or damage to the environment, or the threat of any such damage or injury, by releases of or exposure to Hazardous Substances in connection with the Property or operations of any Occupant on the Property. In the event Indemnitor fails to perform any of Indemnitor's obligations under this section of the Agreement, Lender may (but shall not be required to) perform such obligations at Indemnitor's expense. All such costs and expenses incurred by Lender under this section and otherwise under this Agreement shall be reimbursed by Indemnitor to Lender upon demand with interest at the Note default rate, or in the absence of a default rate, at the Note interest rate. Lender and Indemnitor intend that Lender shall have full recourse to Indemnitor for any sum at any time due to Lender under this

HAZARDOUS SUBSTANCES AGREEMENT (Continued)

Agreement. In performing any such obligations of Indemnitor, Lender shall at all times be deemed to be the agent of Indemnitor and shall not by reason of such performance be deemed to be assuming any responsibility of Indemnitor under any Environmental Law or to any third party. Indemnitor hereby irrevocably appoints Lender as Indemnitor's attorney-in-fact with full power to perform such of Indemnitor's obligations under this section of the Agreement as Lender deems necessary and appropriate.

Notices. Indemnitor shall immediately notify Lender upon becoming aware of any of the following:

- (1) Any spill, release or disposal of a Hazardous Substance on any of the Property, or in connection with any of its operations if such spill, release or disposal must be reported to any governmental authority under applicable Environmental Laws.
- (2) Any contamination, or imminent threat of contamination, of the Property by Hazardous Substances, or any violation of Environmental Laws in connection with the Property or the operations conducted on the Property.
- (3) Any order, notice of violation, fine or penalty or other similar action by any governmental authority relating to Hazardous Substances or Environmental Laws and the Property or the operations conducted on the Property.
- (4) Any judicial or administrative investigation or proceeding relating to Hazardous Substances or Environmental Laws and to the Property or the operations conducted on the Property.
- (5) Any matters relating to Hazardous Substances or Environmental Laws that would give a reasonably prudent Lender cause to be concerned that the value of Lender's security interest in the Property may be reduced or threatened or that may impair, or threaten to impair, Indemnitor's ability to perform any of its obligations under this Agreement when such performance is due.

Access to Records. Indemnitor shall deliver to Lender, at Lender's request, copies of any and all documents in Indemnitor's possession or to which it has access relating to Hazardous Substances or Environmental Laws and the Property and the operations conducted on the Property, including without limitation results of laboratory analyses, site assessments or studies, environmental audit reports and other consultants' studies and reports.

Inspections. Lender reserves the right to inspect and investigate the Property and operations on it at any time and from time to time, and Indemnitor shall cooperate fully with Lender in such inspection and investigations. If Lender at any time has reason to believe that Indemnitor or any Occupants of the Property are not complying with all applicable Environmental Laws or with the requirements of this Agreement or that a material spill, release or disposal of Hazardous Substances has occurred on or under the Property, Lender may require Indemnitor to furnish Lender at Indemnitor's expense an environmental audit or a site assessment with respect to the matters of concern to Lender. Such audit or assessment shall be performed by a qualified consultant approved by Lender. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to any Indemnitor or to any other person.

INDEMNITOR'S WAIVER AND INDEMNIFICATION. Indemnitor hereby agrees to and shall indemnify, defend, and hold harmless Lender and Lender's officers, directors, employees and agents, and Lender's successors and assigns and their officers, directors, employees and agents from and against any and all claims, demands, losses, liabilities, costs, fines, penalties and expenses (including without limitation attorneys' fees at trial and on any appeal or petition for review, consultants' fees, remedial action costs, natural resource damages and diminution in value) incurred by such person (a) arising out of or relating to any investigatory or remedial action involving the Property, the operations conducted on the Property, or any other operations of Indemnitor or any Occupant and required by Environmental Laws or by orders of any governmental authority having jurisdiction under any Environmental Laws, including without limitation any natural resource damages, or (b) arising out of or related to any noncompliance with or violation of Environmental Laws or any applicable permits or approvals, or (c) on account of injury to Lender or any person whatsoever or damage to any property arising out of, in connection with, or in any way relating to (i) the breach of any covenant, representation or warranty contained in this Agreement, (ii) the violation of any Environmental Laws, permits, authorizations or approvals, (iii) the use, treatment, storage, generation, manufacture, transport, release, spill, disposal or other handling of Hazardous Substances on the Property, or (iv) the contamination of any of the Property by, or the presence, release or threatened release of, Hazardous Substances by any means whatsoever (explicitly including without limitation any presently existing contamination of the Property, whether or not previously disclosed to Lender), or (d) pursuant to this Agreement. Indemnitor's obligations under this section shall survive the termination of this Agreement and as set forth below in the **Survival** section. In addition to this indemnity, Indemnitor hereby releases and waives all present and future claims against Lender for indemnity or contribution in the event Indemnitor becomes liable for cleanup or other costs under any Environmental Laws.

PAYMENT: FULL RECOURSE TO INDEMNITOR. Indemnitor intends that Lender shall have full recourse to Indemnitor for Indemnitor's obligations under this Agreement as they become due to Lender. Such liabilities, losses, claims, damages and expenses shall be reimbursable to Lender as Lender's obligations to make payments with respect thereto are incurred, without any requirement of waiting for the ultimate outcome of any litigation, claim or other proceeding, and Indemnitor shall pay such liability, losses, claims, damages and expenses to Lender as so incurred within thirty (30) days after written notice from Lender. Lender's notice shall contain a brief itemization of the amounts incurred to the date of such notice. In addition to any remedy available for failure to pay periodically such amounts, such amounts shall thereafter bear interest at the Note default rate, or in the absence of a default rate, at the Note interest rate.

SURVIVAL. The covenants contained in this Agreement shall survive (A) the repayment of the Indebtedness, (B) any foreclosure, whether judicial or nonjudicial, of the Property, and (C) any delivery of a deed in lieu of foreclosure to Lender or any successor of Lender. The covenants contained in this Agreement shall be for the benefit of Lender and any successor to Lender, as holder of any security interest in the Property or the indebtedness secured thereby, or as owner of the Property following foreclosure or the delivery of a deed in lieu of foreclosure.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Agreement, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Indemnitor also will pay any court costs, in addition to all other sums



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HAZARDOUS SUBSTANCES AGREEMENT (Continued)

provided by law.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Governing Law. With respect to procedural matters related to the perfection and enforcement of Lender's rights against the Property, this Agreement will be governed by federal law applicable to Lender and to the extent not preempted by federal law, the laws of the State of Alabama. In all other respects, this Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of California without regard to its conflicts of law provisions. However, if there ever is a question about whether any provision of this Agreement is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction that is evidenced by the Note and this Agreement has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the State of California.

Choice of Venue. If there is a lawsuit, Indemnitor agrees upon Lender's request to submit to the jurisdiction of the courts of Riverside County, State of California.

Joint and Several Liability. All obligations of Indemnitor under this Agreement shall be joint and several, and all references to Indemnitor shall mean each and every Indemnitor. This means that each Indemnitor signing below is responsible for all obligations in this Agreement.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Indemnitor, shall constitute a waiver of any of Lender's rights or of any of Indemnitor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender. Indemnitor hereby waives notice of acceptance of this Agreement by Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Indemnitor agrees to keep Lender informed at all times of Indemnitor's current address. Unless otherwise provided or required by law, if there is more than one Indemnitor, any notice given by Lender to any Indemnitor is deemed to be notice given to all Indemnitors.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of Indemnitor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Indemnitor, Lender, without notice to Indemnitor, may deal with Indemnitor's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Indemnitor from the obligations of this Agreement or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Agreement. The word "Agreement" means this Hazardous Substances Agreement, as this Hazardous Substances Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Hazardous Substances Agreement from time to time.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Indemnitor's obligations or expenses incurred by Lender to enforce Indemnitor's obligations under this Agreement, together with interest on such amounts as provided in this Agreement.

Lender. The word "Lender" means The Bank of Hemet, a California corporation, its successors and assigns.

Note. The word "Note" means the Note dated February 1, 2013 and executed by Borrower in the principal amount of \$760,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Occupant. The word "Occupant" means individually and collectively all persons or entities occupying or utilizing the Property, whether as owner, tenant, operator or other occupant.



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**HAZARDOUS SUBSTANCES AGREEMENT
(Continued)**

Page 4

Property. The word "Property" means all of Indemnitor's right, title and interest in and to all the Property as described in the "Property Description" section of this Agreement.


Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Agreement.

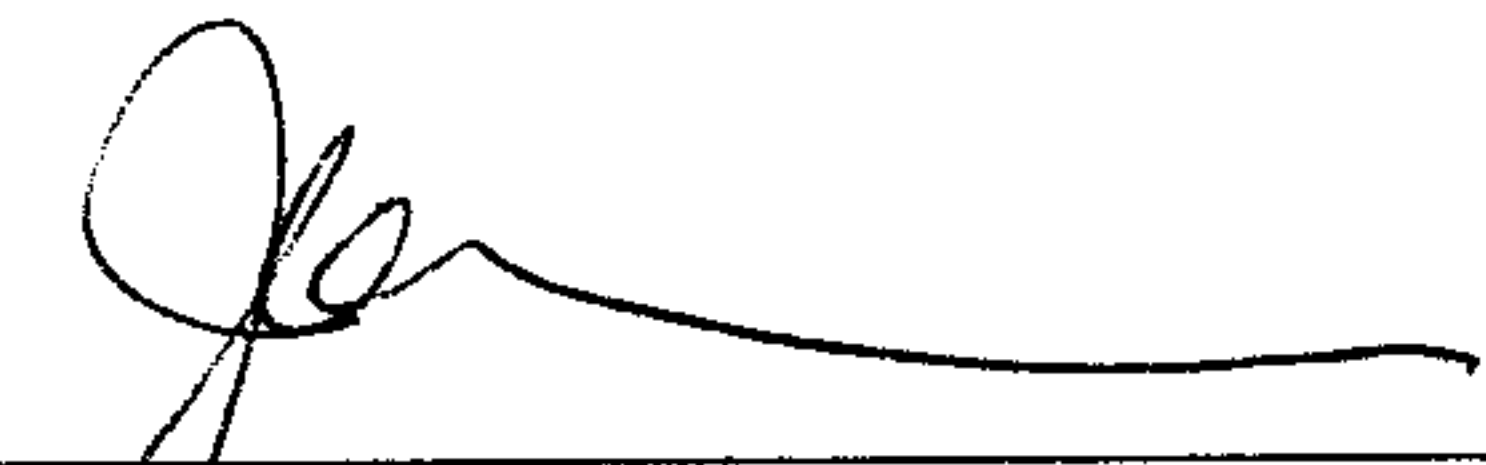
Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.


EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND EACH AGREES TO ITS TERMS. NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS AGREEMENT EFFECTIVE. THIS AGREEMENT IS DATED FEBRUARY 1, 2013.


THIS AGREEMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS AGREEMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

BORROWER:

X  (Seal)
Rob Wolf, Trustee of The Rob Wolf and Jennifer L. Wolf Revocable Trust under the provisions of a Trust Agreement dated December 11, 2006

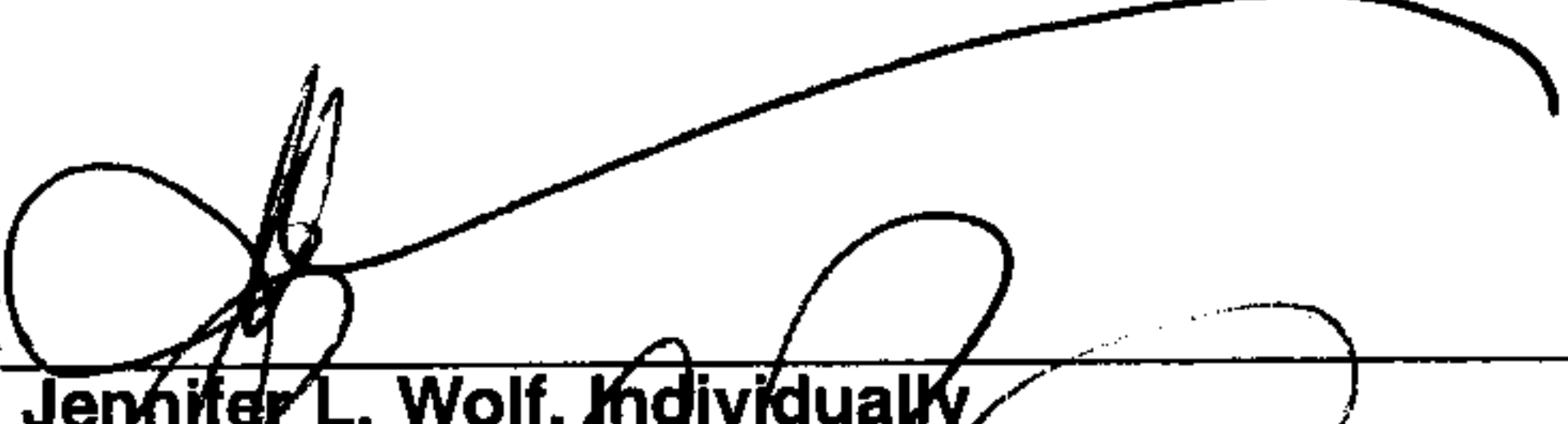
X  (Seal)
Jennifer L. Wolf, Trustee of The Rob Wolf and Jennifer L. Wolf Revocable Trust under the provisions of a Trust Agreement dated December 11, 2006


X  (Seal)
Barry Matthew Silver, Trustee of The Silver Family Revocable Trust under the provisions of a Trust Agreement dated May 4, 2001

X  (Seal)
Beth Ann Rosenstein Silver, Trustee of The Silver Family Revocable Trust under the provisions of a Trust Agreement dated May 4, 2001

GUARANTOR:

X  (Seal)
Rob Wolf, Individually

X  (Seal)
Jennifer L. Wolf, Individually

X  (Seal)
Barry Matthew Silver, Individually

X  (Seal)
Beth Ann Rosenstein Silver, Individually


LENDER:

THE BANK OF HEMET, A CALIFORNIA CORPORATION

X  (Seal)
Frank Larreta, Vice President

This Hazardous Substances Agreement prepared by:

Name:
Address:
City, State, ZIP:


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HAZARDOUS SUBSTANCES AGREEMENT
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Page 5

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF California

COUNTY OF Marin

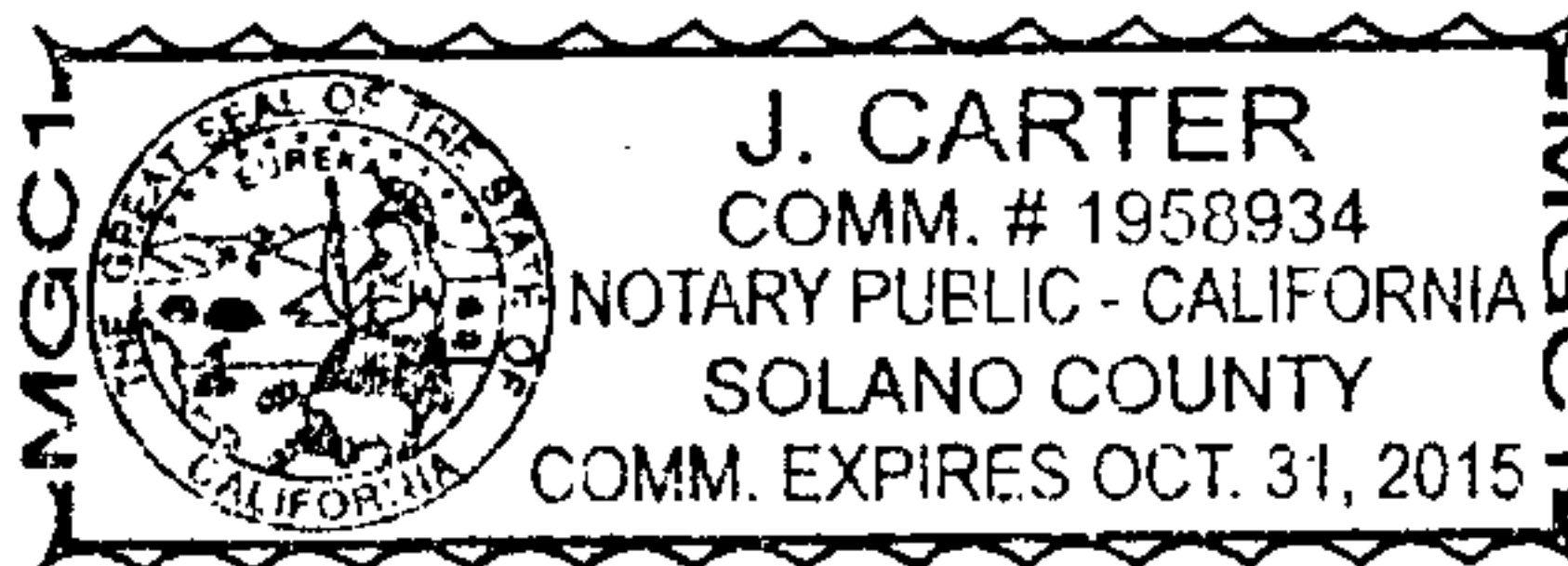
On February 8, 2013 before me, J. Carter, Notary Public
(here insert name and title of the officer)

personally appeared Rob Wolf, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)

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HAZARDOUS SUBSTANCES AGREEMENT
(Continued)

Page 6

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF California

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) SS
)

COUNTY OF Marin

On February 8, 20 13 before me,

J. Carter, Notary Public
(here insert name and title of the officer)

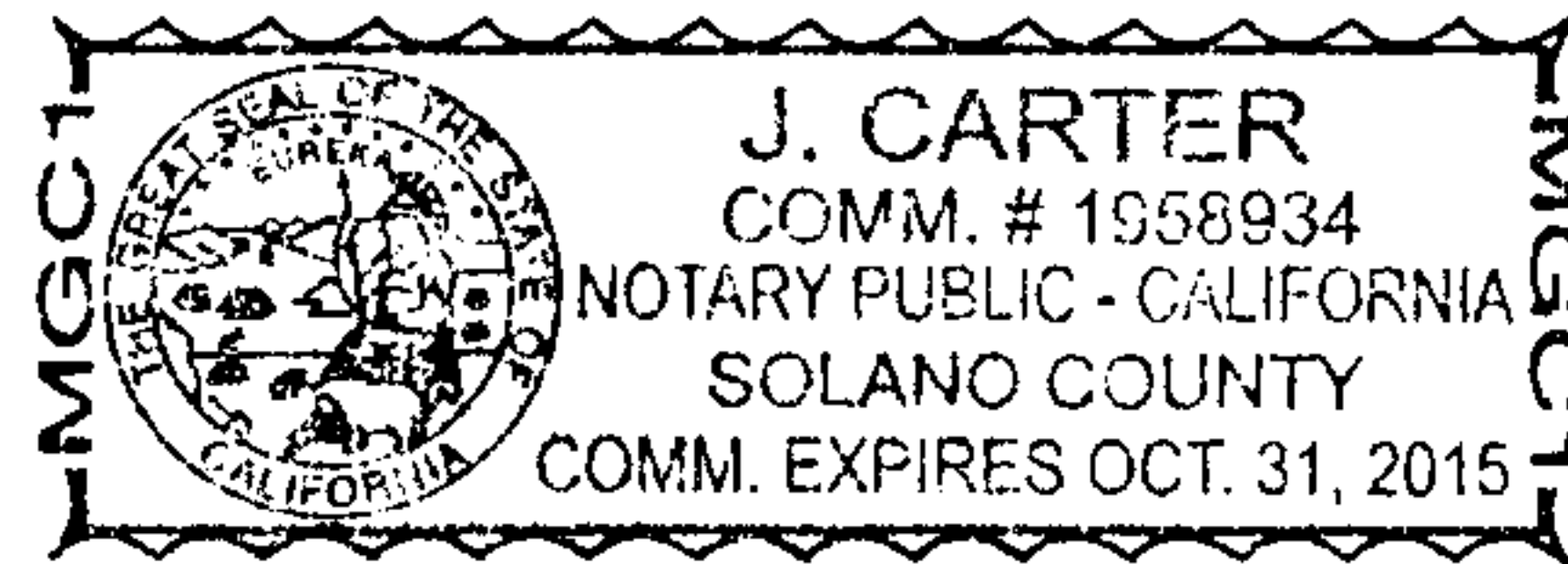
personally appeared **Jennifer L. Wolf**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Handwritten Signature]



(Seal)

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF California

)
) SS
)

COUNTY OF Marin

On February 11, 20 13 before me,

Kelly Valadez, Notary Public
(here insert name and title of the officer)

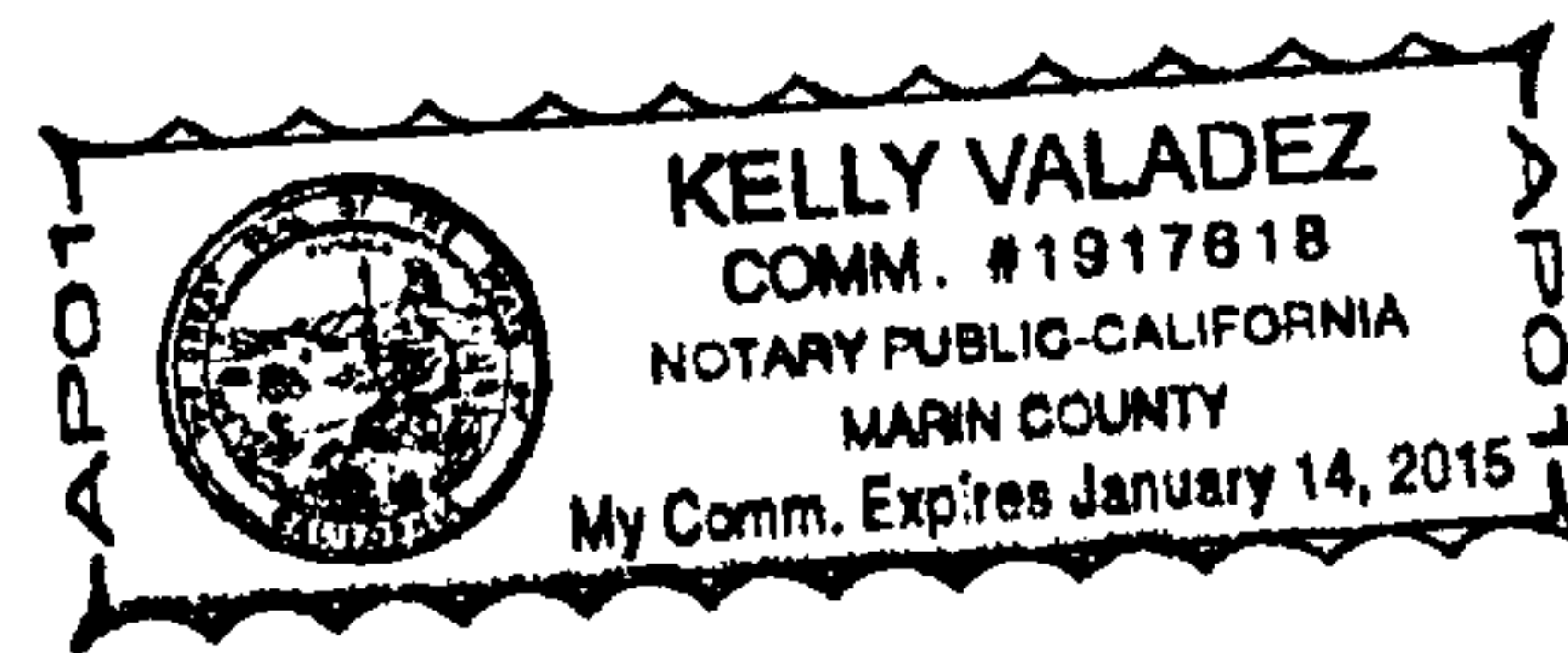
personally appeared **Barry Matthew Silver**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Handwritten Signature: Kelly Valadez]



(Seal)



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HAZARDOUS SUBSTANCES AGREEMENT
(Continued)

Page 7

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF California

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) SS

COUNTY OF Marin

)

On February 11, 20 13 before me, Kelly Valadez, Notary Public
(here insert name and title of the officer)

personally appeared **Beth Ann Rosenstein Silver**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kelly Valadez



CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____

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) SS

COUNTY OF _____

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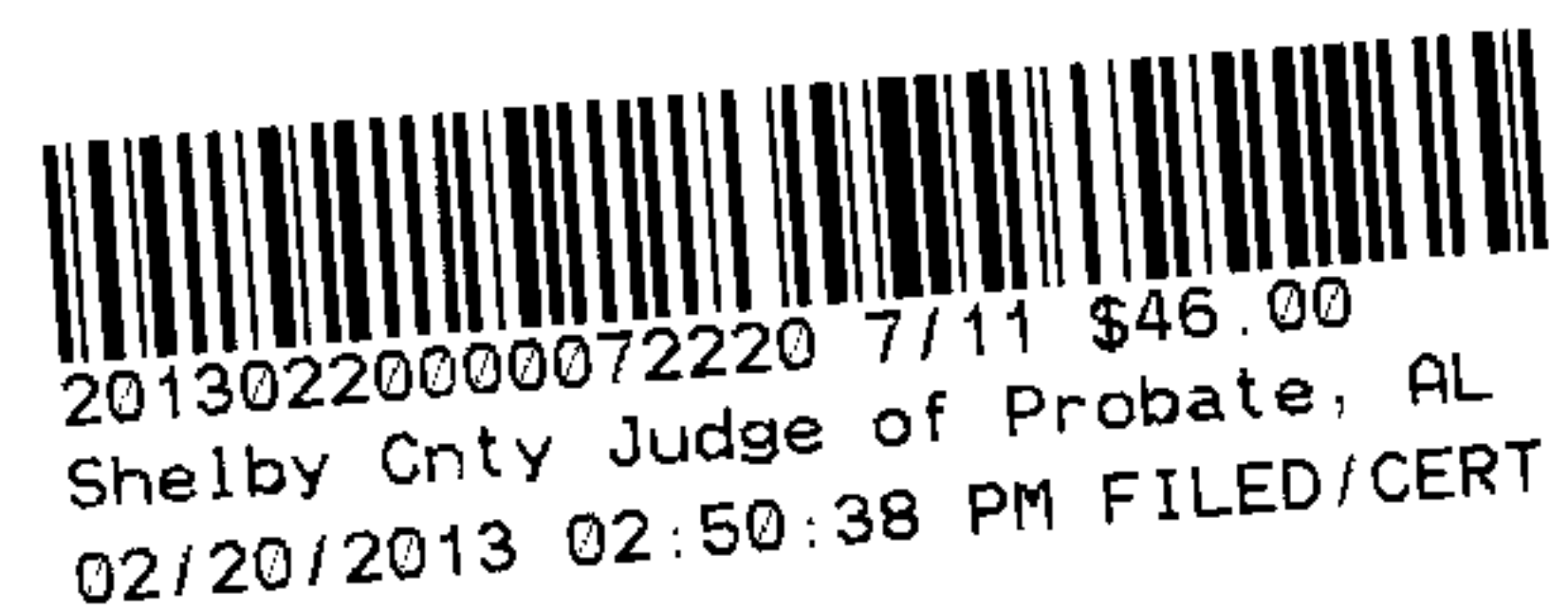
On _____, 20____ before me, _____
(here insert name and title of the officer)

personally appeared **Rob Wolf**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____



(Seal)

HAZARDOUS SUBSTANCES AGREEMENT
(Continued)

Page 8

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On _____, 20____ before me, _____,
(here insert name and title of the officer)

personally appeared **Jennifer L. Wolf**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF California)
) SS
COUNTY OF Marin)

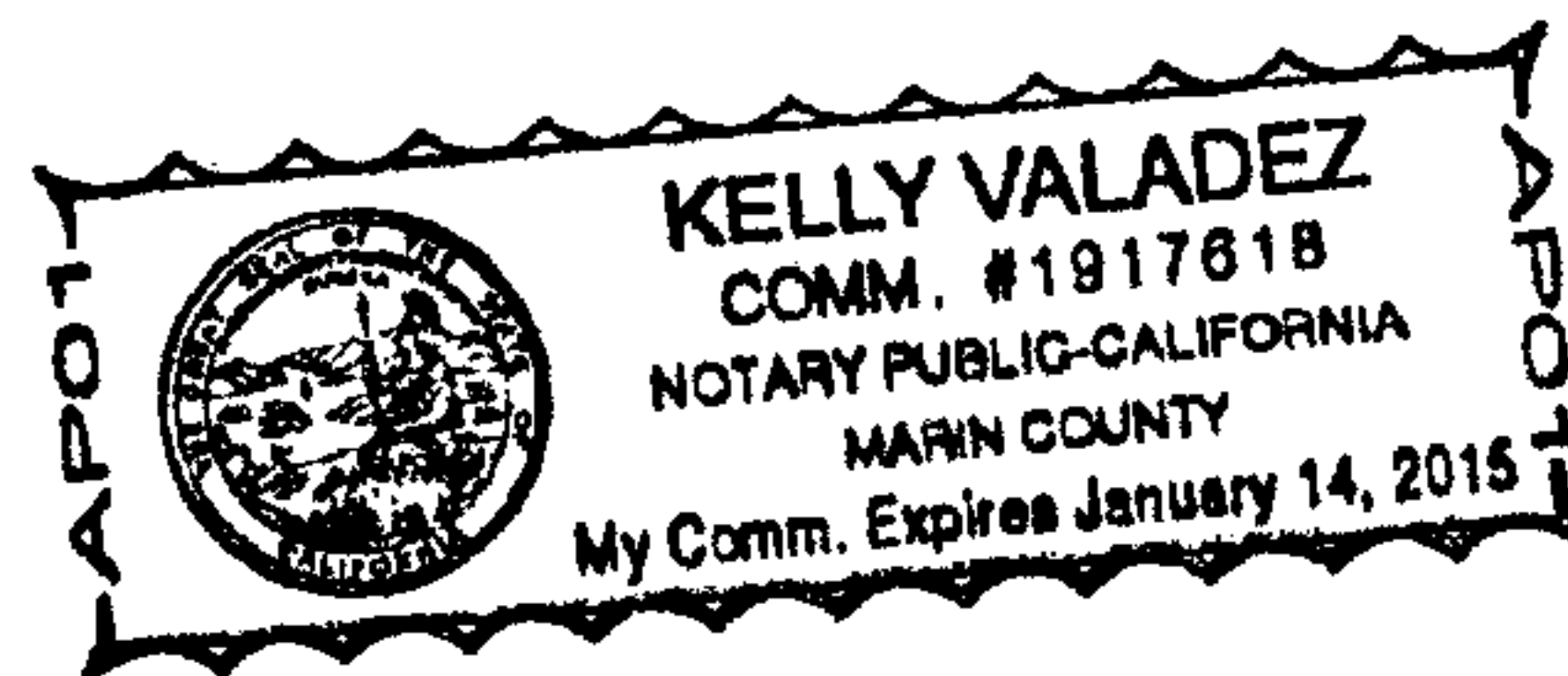
On February 11, 2013 before me, Kelly Valadez, Notary Public,
(here insert name and title of the officer)

personally appeared **Barry Matthew Silver**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kelly Valadez (Seal)



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HAZARDOUS SUBSTANCES AGREEMENT
(Continued)

Page 9

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF California

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COUNTY OF Marin

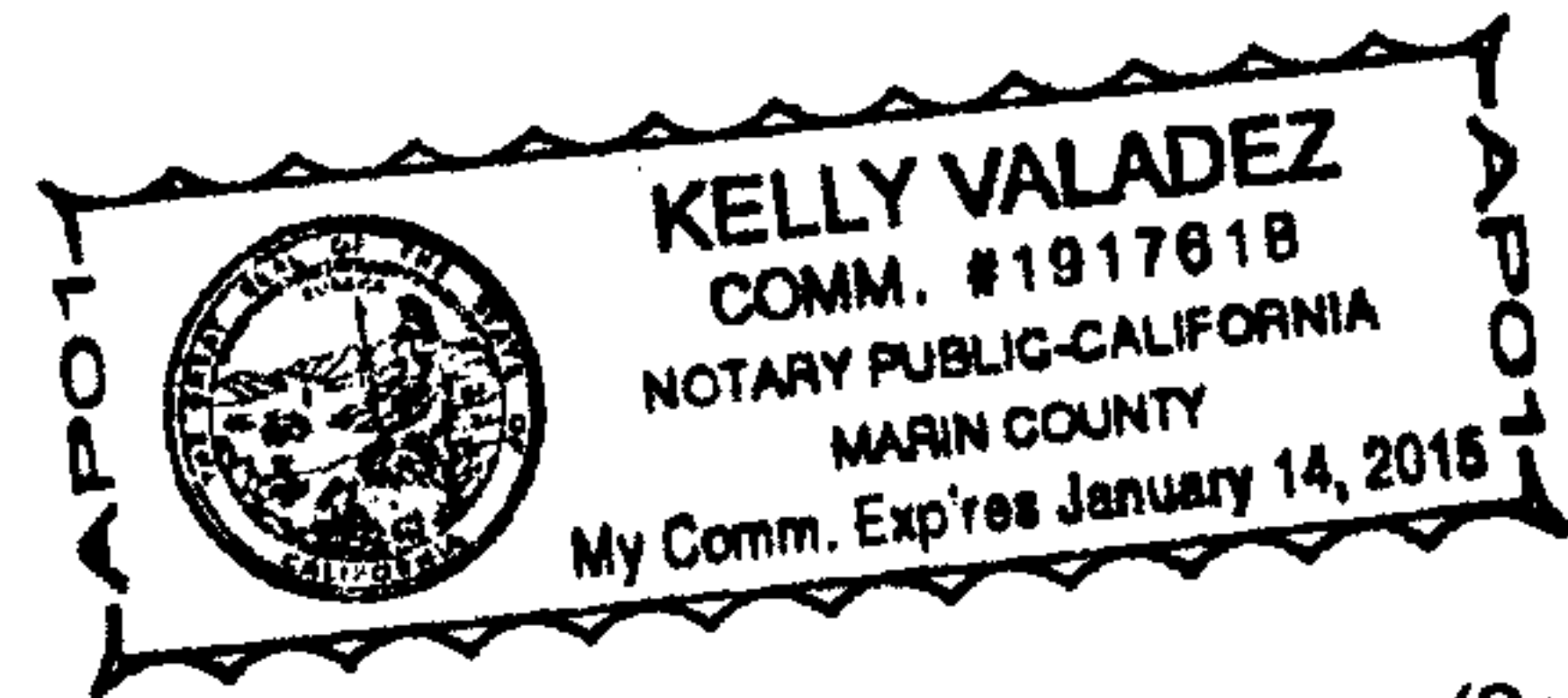
On February 11, 2013 before me, Kelly Valadez, Notary Public
(here insert name and title of the officer)

personally appeared **Beth Ann Rosenstein Silver**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kelly Valadez



(Seal)

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF California

)
) SS
)

COUNTY OF Riverside

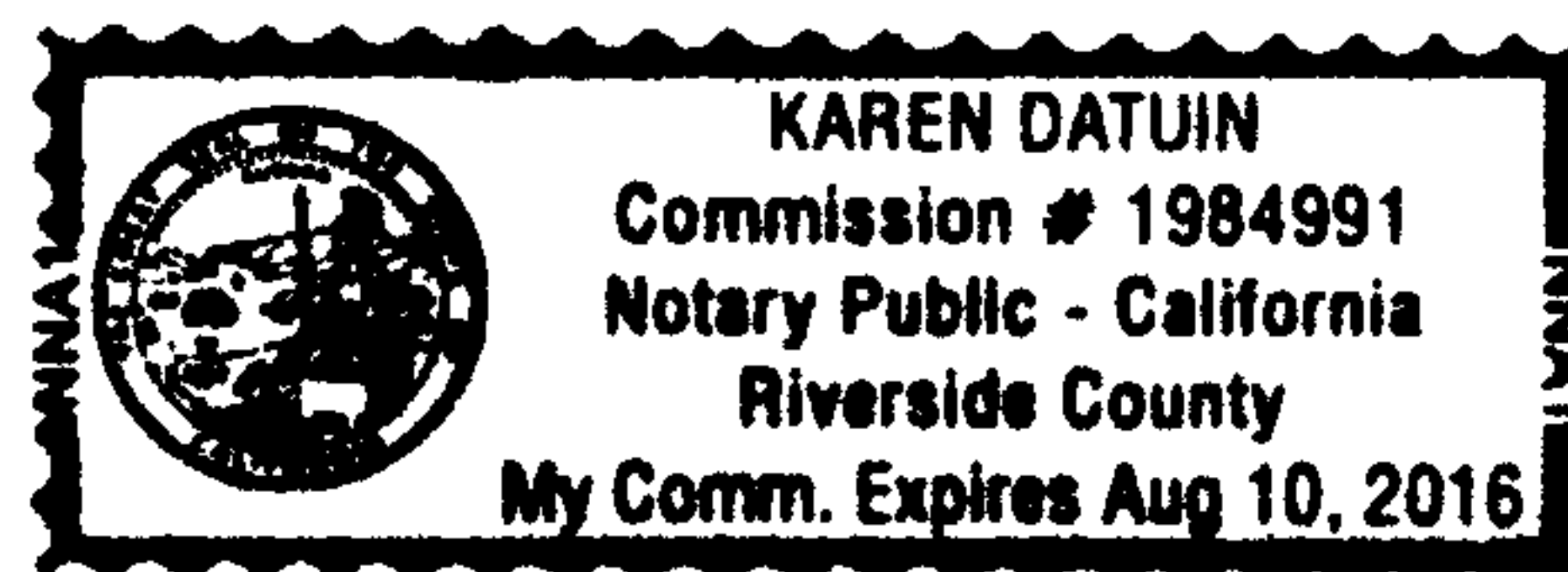
On February 5, 2013 before me, Karen Datuin, Notary Public
(here insert name and title of the officer)

personally appeared **Frank Larreta**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]



(Seal)

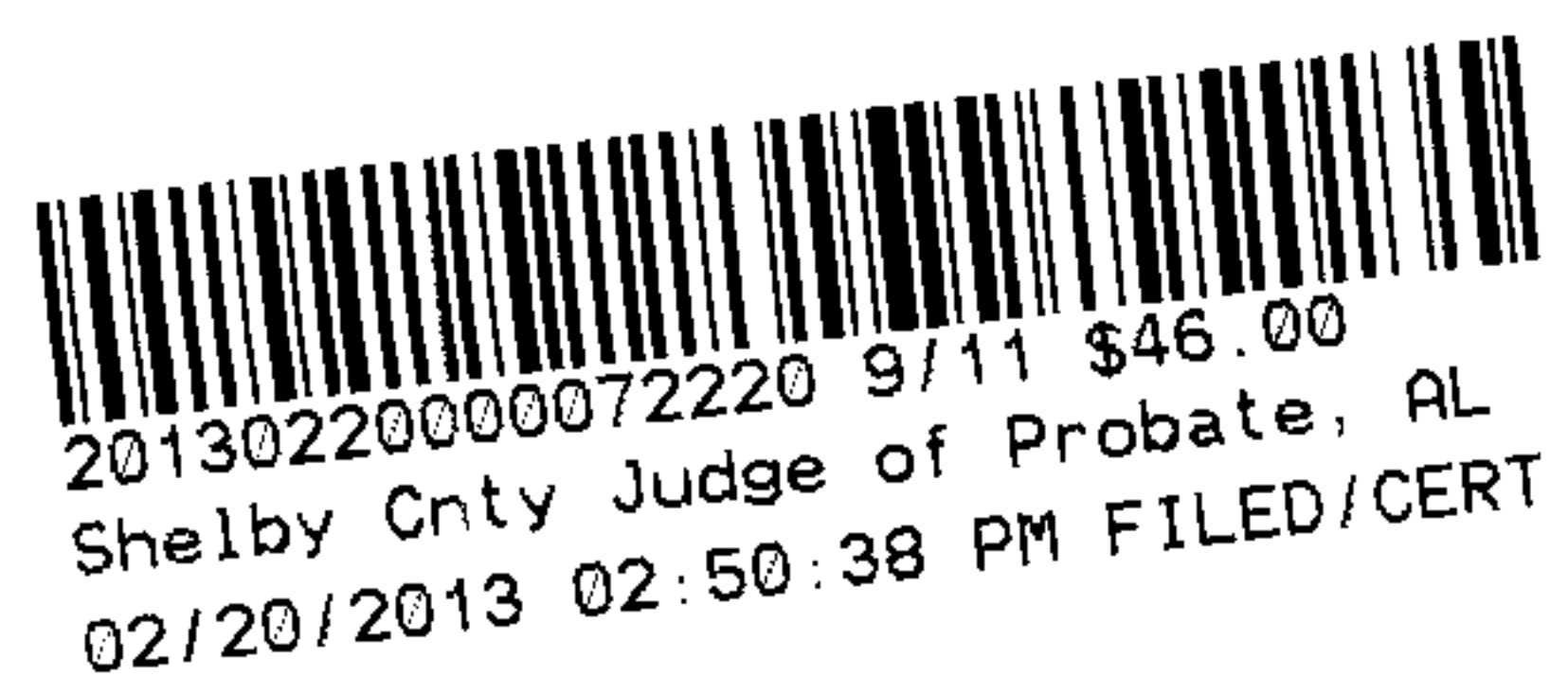



EXHIBIT "A"


20130220000072220 10/11 \$46.00
Shelby Cnty Judge of Probate, AL
02/20/2013 02:50:38 PM FILED/CERT

LEGAL DESCRIPTION OF PROPERTY

PARCEL 1:

Lot 4A, 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 North, Range 2 West, St. Stephens Meridian, Shelby County, Alabama and being more particularly described as follows:

Commence at a point at the Southwest corner of the Southwest quarter of the Northeast quarter of Section 4, Township 22 North, Range 2 West, St. Stephens Meridian, Shelby County, Alabama; thence run North 02° 06' 24" West along the West line of said quarter, for a distance of 512.99 feet to a point; thence run South 89° 47' 07" East for a distance of 1036.65 feet to a point on the West right of way margin of Highway 31; thence run South 10° 16' 53" East along said right of way margin for a distance of 386.25 feet to an iron pin, said point being the True Point of Beginning; thence continue South 16° 16' 53" East along said right of way margin for a distance of 80.23 feet to an iron pin; thence run South 79° 34' 19" West along said right of way margin for a distance of 49.72 feet to an iron pin, said point being the point of a curve to the right having a radius of 854.81 feet and an arc distance of 83.80 feet; thence run along said curve to the right and along said right of way margin a chord bearing of South 07° 31' 03" East and a chord distance of 83.76 feet to an iron pin; thence run North 89° 39' 17" West for a distance of 188.73 feet to an iron pin; thence run North 00° 22' 34" East for a distance of 111.08 feet to an iron pin, said point being the point of a curve to the right having a radius of 43.50 feet and an arc distance of 60.24 feet; thence run along said curve to the right a chord bearing of North 40° 02' 50" East and a chord distance of 55.54 feet to an iron pin; thence run North 79° 43' 07" East for a distance of 120.73 feet to an iron pin; thence run South 10° 16' 53" East for a distance of 5.00 feet to an iron pin; thence run North 79° 43' 07" East for a distance of 40.25 feet to an iron pin; thence run South 65° 30' 48" East for a distance of 18.21 feet to a point and back to the True Point of Beginning.

PARCEL II:

Together with an non-exclusive access easement as conveyed to Baker Seafood, Inc., on May 29, 2001 and recorded in Instrument Number 2001-25731, including ingress and egress across the following described property line description of 25 feet 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° 06' 24" West 512.99 feet; thence South 89° 47' 07" East 1036.65 feet; thence South 10° 16' 53" East 396.25 feet to the Westerly margin of U.S. Highway 31; thence continue along said road South 10° 16' 53" East 80.24 feet; thence continue along said right of way South 79° 34' 19" 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 of South 02° 26' 38" East for a chord distance of 234.44 feet to the beginning of a 25 feet ingress, 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° 08' 51" West for a distance of 44.19 feet; thence North 89° 37' 26" West 121.82 feet to the beginning of a curve said curve concave to the Northeast having a radius of 23.50 feet along a chord bearing North 44° 37' 26" West a chord distance of 33.23 feet; thence North 00° 23' 01" 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° 02' 50" East a chord distance of 55.54 feet; thence North 79° 43'

07" East 120.73 feet; thence South 10° 16' 53" East 5.0 feet; thence North 79° 43' 07" East 40.25 feet; thence South 65° 30' 48" 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.

PARCEL III:


Together with a non-exclusive easement for the benefit of Parcel I for the purpose of ingress & egress as created by that certain access easement between Wal-Mart Real Estate Business Trust and P&N Calera, L.L.C., dated January 30, 2001 and recorded February 9, 2001 under Instrument Number 2001-04817, over, under and across the following described property:

A parcel of land for ingress and egress situated in the Southwest quarter of the Northeast 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 North 02° 06' 24" West along the West line of said quarter for a distance of 512.99 feet; thence leaving said quarter line, run South 89° 47' 07" East for a distance of 1036.65 feet to the Westerly right of way of Highway 31 (right of way width 100 feet); said point also being the Northeast corner of Lot 3 according to Wal-Mart Supercenter #3271 Subdivision, as recorded in Map Book 27, page 117, in the Office of the Judge of Probate of Shelby County, Alabama; thence run South 10° 16' 53" East, along the West boundary of said Lot 3, for a distance of 284.08 feet to the Southeast corner of said Lot 3; said point also being the point of beginning; thence leaving said Lot 3, continue South 10° 16' 53" East for a distance of 102.17 feet to the Northeast corner of Lot 4 of said Wal-Mart Supercenter #3271 Subdivision; thence North 65° 30' 48" West along the North line of said Lot 4, for a distance of 18.21 feet; thence run South 79° 43' 07" West along the North line of said Lot 4, for a distance of 40.28 feet; thence run North 10° 16' 53" West along the North line of said Lot 4, for a distance of 5.00 feet; thence run South 79° 43' 07" West along the North line of said Lot 4, for a distance of 120.73 feet to the point of curvature of a curve to the left having a radius of 43.50 feet, a central angle of 79° 20' 33" a chord length of 55.54 feet and a chord bearing of South 40° 02' 05" West; thence continue along the arc of said curve for a distance of 60.24 feet to the point of tangency of said curve; thence run South 00° 22' 34" West along the West boundary line of Lot 4, Lot 5, and Lot 6, for a distance of 576.95 feet to the Southwest corner of Lot 6, said point also being on the North boundary line of Lot 2 of said Wal-Mart Supercenter #3271 Subdivision; thence run North 89° 37' 26" West along the North boundary line of said Lot 2, for a distance of 696.60 feet; thence run South 37° 41' 38" West along the North boundary line of said Lot 2, for a distance of 42.10 feet; thence run North 89° 37' 26" West along the North boundary line of said Lot 2, for a distance of 99.54 feet to the Northerly right of way line of 1-65 (right of way width varies); thence run North 52° 34' 36" West along said right of way, for a distance of 38.56 feet to the Southwest corner of Lot 1 of said Wal-Mart Supercenter #3271 Subdivision; thence run North 02° 06' 24" West along the West boundary line of said Lot 1, for a distance of 41.81 feet; thence leaving said West line, run South 89° 37' 26" East for a distance of 99.94 feet; thence run North 37° 41' 38" East for a distance of 42.10 feet; thence run South 89° 37' 26" East for a distance of 693.78 feet; thence run North 00° 22' 34" East for a distance of 619.79 feet; thence run North 79° 43' 07" East along the South boundary line of said Lot 3, for a distance of 213.93 feet; thence run North 52° 46' 38" East along the South boundary line of said Lot 3, for a distance of 21.59 feet to the point of beginning.

PARCEL IV:

Together with an easement for utilities in the Declaration of Easement dated June 13, 2003 by Baker Seafood, Inc. recorded June 19, 2003 as Instrument Number 20030619000384230.


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Shelby Cnty Judge of Probate, AL
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