

When recorded, return to:


PetSmart, Inc.  
19601 N. 27<sup>th</sup> Avenue  
Phoenix, AZ 85027  
Attn: Angie Chapman  
Store No.: 1725

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### MEMORANDUM OF SUBLEASE

Notice is hereby given that **HIGHWAY 11/31, LLC**, an Alabama limited liability company ("Landlord"), and **PETSMART, INC.**, a Delaware corporation ("Tenant"), have entered into a Shopping Center Sublease Agreement dated November 1, 2006 ("Sublease"), pertaining to certain premises shown on Exhibit A attached hereto and located within the real property described on Exhibit B attached hereto ("Shopping Center"). Landlord and Tenant have further entered into a First Amendment to Shopping Center expanding the terms of the Sublease to include the property shown as DSG Tract on Exhibit A and Exhibit B-1 attached hereto. The Initial Term is ten (10) Sublease Years, and Tenant has the option to extend such term for up to two (2) Extension Periods of five (5) Sublease Years each. Among other things, the Sublease grants to Tenant the right along with Landlord and other tenants in the Shopping Center to use the Common Area shown on Exhibit A, including, but not limited to, roads, driveways, sidewalks and parking areas, grants certain rights with respect to the Pylon Sign(s), and prohibits other Shopping Center occupants and tenants, except as permitted by existing leases, from engaging in the retail sale of: (i) pets (including, but not limited to fish, birds, reptiles, dogs, cats and other small animals); (ii) pet food, accessories and other products related to pets and animals, including equestrian products and apparel related thereto; and (iii) services related to pets and animals, such as grooming, boarding, pet day care, animal training and obedience classes, pet adoption and veterinary services, except on a basis which is incidental to an otherwise permitted use. For purposes of the foregoing purposes, the term "incidental" shall mean that the use occupies the lesser of (a) five hundred (500) square feet of Gross Floor area, or (b) five percent (5%) of the sales area in the subject premises.

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SIGNATURES APPEAR ON THE FOLLOWING PAGE**

  
20131101000432190 1/8 \$35.00  
Shelby Cnty Judge of Probate, AL  
11/01/2013 01:08:44 PM FILED/CERT

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease as of the 23<sup>rd</sup> day of October, 2013.

LANDLORD:


**HIGHWAY 31 ALABASTER TWO, LLC,**  
an Alabama limited liability company

By: [Signature]  
Name: William LEITNER  
Title: Manager

TENANT:

**PETSMART, INC.,**  
a Delaware corporation

By: [Signature]  
Name: Jaye Perricone  
Title: Senior Vice President  
Real Estate and Development

  
20131101000432190 2/8 \$35.00  
Shelby Cnty Judge of Probate, AL  
11/01/2013 01:08:44 PM FILED/CERT

## ACKNOWLEDGEMENTS

STATE OF Alabama )  
 ) ss:  
COUNTY OF Jefferson

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that William Seitzer whose name as Manager of **Highway 11/31, LLC**, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, in his/her capacity as such Manager 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 seal this the 23<sup>rd</sup> day of Oct, 2013.

[Signature]  
Notary Public  
[NOTARIAL SEAL]

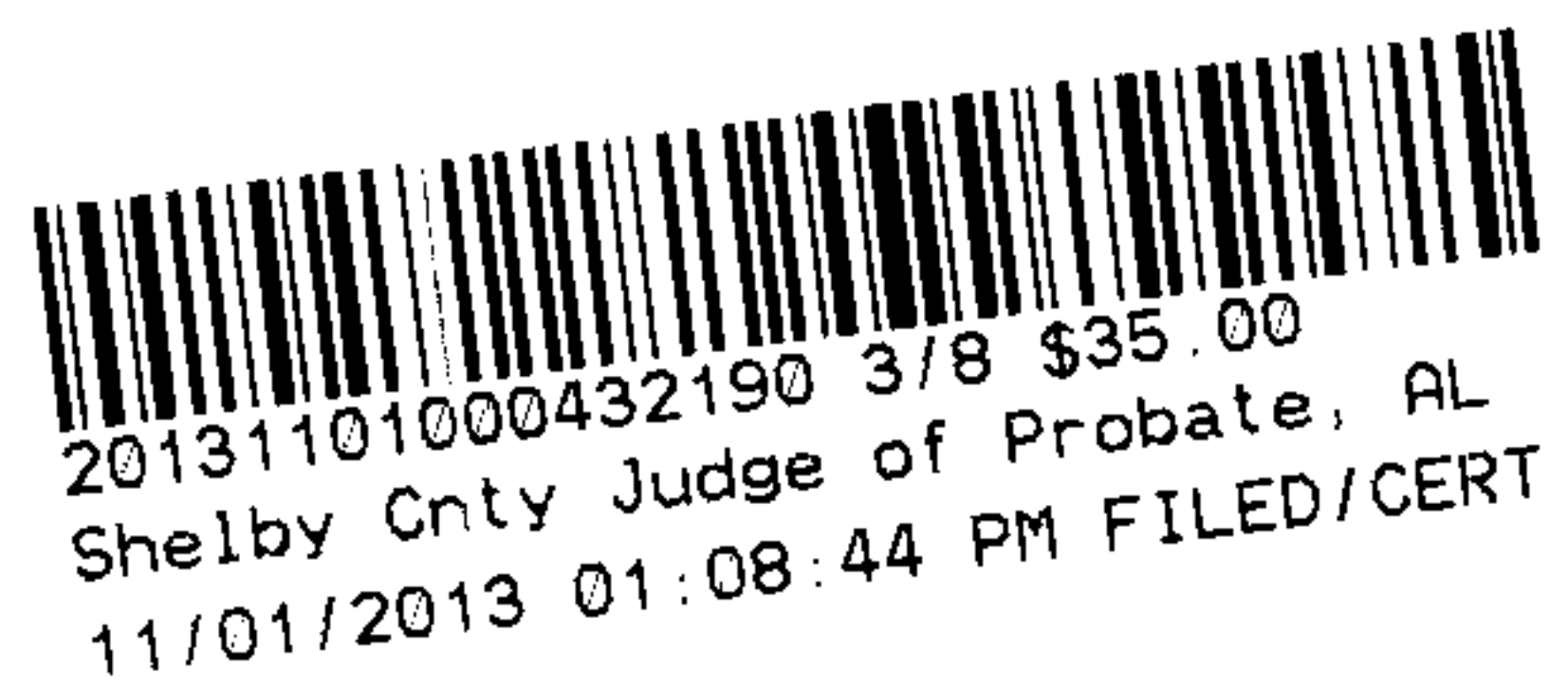
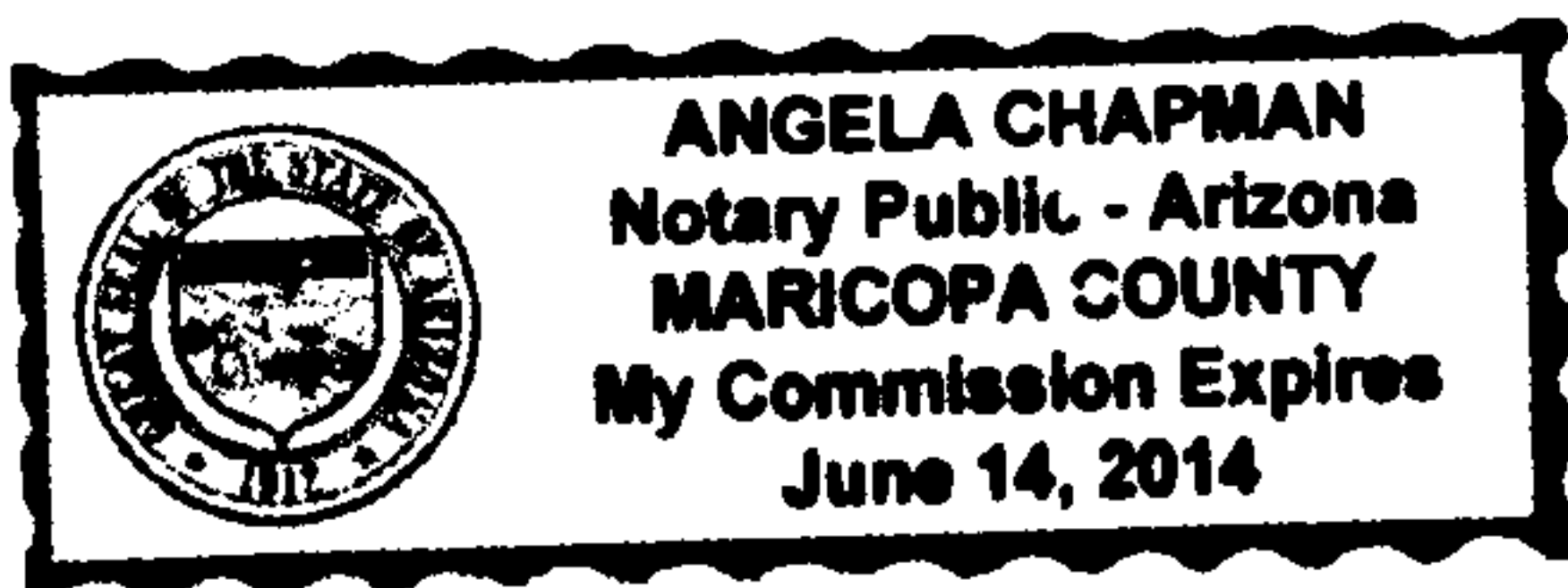
My Commission Expires: 10-01-2014

STATE OF ARIZONA )  
 ) ss:  
COUNTY OF MARICOPA )


The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of September 2013, by Jaye Perricone, as Senior Vice President, Real Estate of **PETSMART, INC.**, a Delaware corporation, on behalf of Tenant.

[Signature]  
Notary Public

My Commission expires:  
\_\_\_\_\_

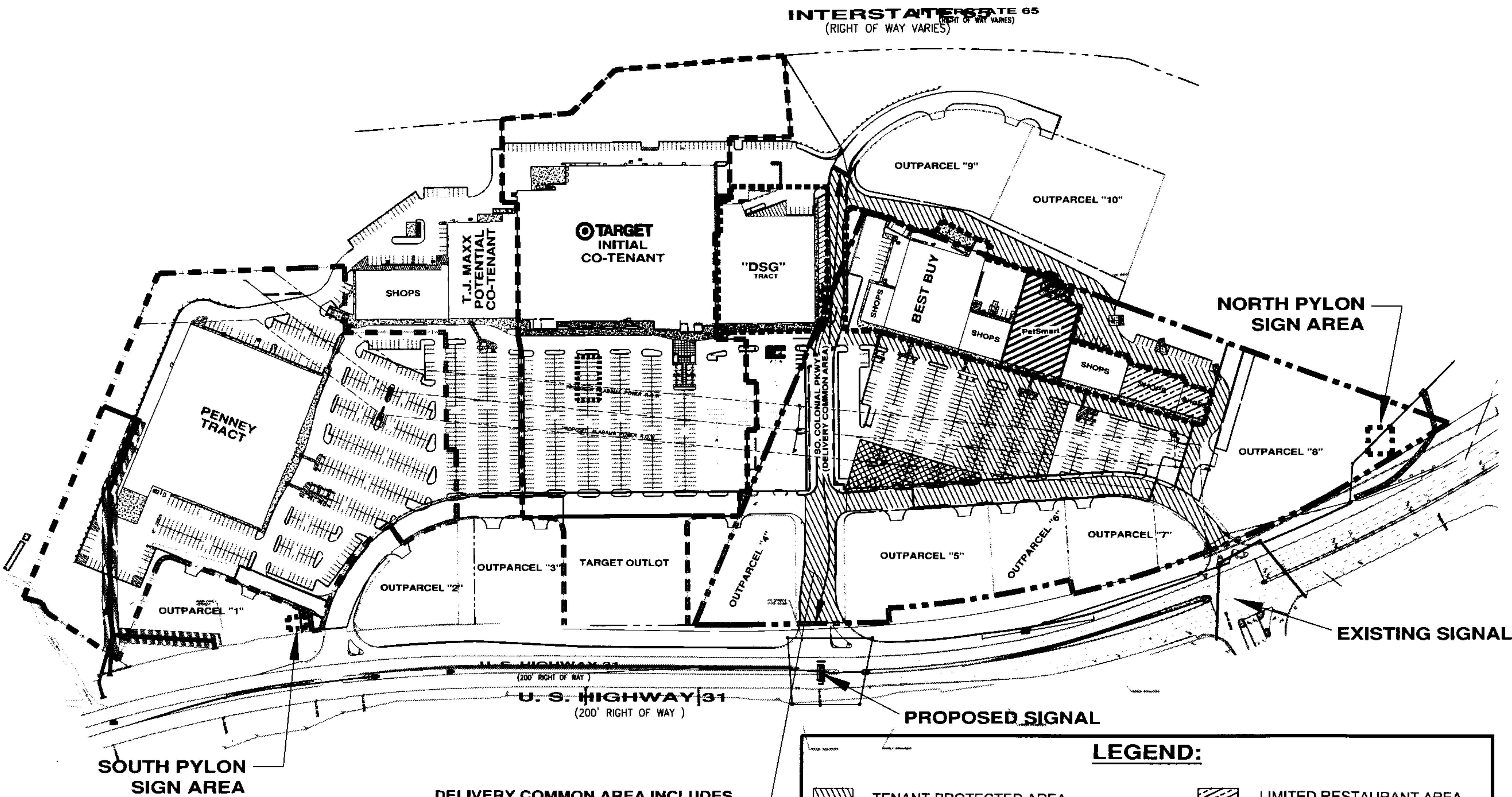


**EXHIBIT A**  
**SITE PLAN**

  
20131101000432190 4/8 \$35.00  
Shelby Cnty Judge of Probate, AL  
11/01/2013 01:08:44 PM FILED/CERT



COLONIAL PROMENADE ALABASTER  
ALABASTER, ALABAMA

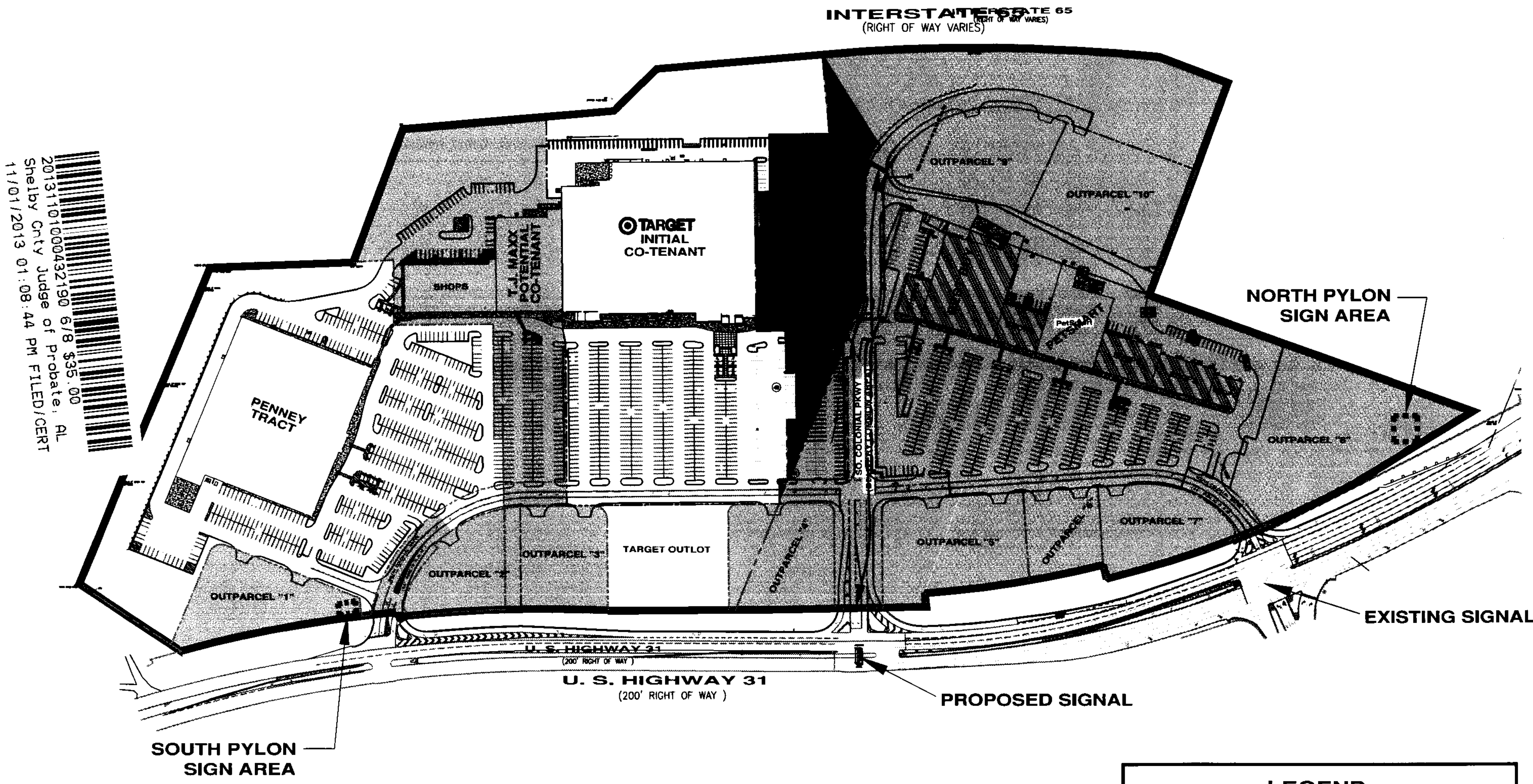


LEGEND:			
	TENANT PROTECTED AREA		LIMITED RESTAURANT AREA
	PREMISES		PERMITTED BUILDING AREA
	EMPLOYEE PARKING AREA		NORTH LAND BOUNDARY
	OUTSIDE SALES AREA		TARGET TRACT
			PENNEY TRACT

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Shelby Cnty Judge of Probate, AL  
11/01/2013 01:08:44 PM FILED/CERT



**COLONIAL PROMENADE ALABASTER**  
**ALABASTER, ALABAMA**



2013101000432190 6/8 \$35.00  
Shelby Cnty Judge of Probate, AL  
11/01/2013 01:08:44 PM FILED/CERT

**LEGEND:**

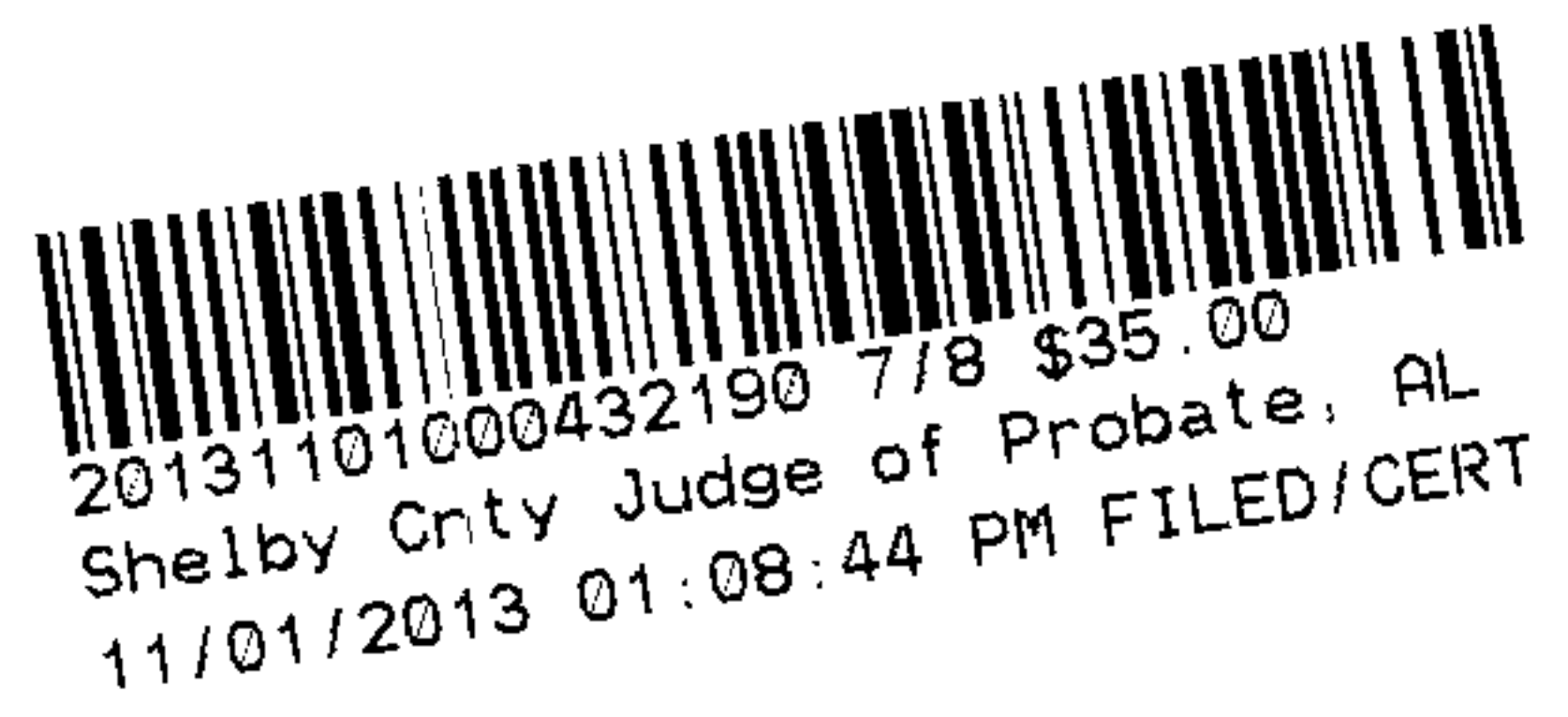
- LANDLORD TRACT
- DSG TRACT
- ADJACENT SPACES
- SHOPPING CENTER BOUNDARY



**EXHIBIT B**  
**LEGAL DESCRIPTION**

Lots 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 16, 17 according to the Survey of Colonial Promenade Alabaster South, recorded in Map Book 38, Pages 119A and 119B, as affected by dedication of South Colonial Parkway as shown on Survey of Colonial Promenade Alabaster South No. 2, recorded in Map Book \_\_\_\_\_, Page \_\_\_\_\_ in the Office of the Judge of Probate of Shelby County Alabama; and

Lots 3-A, 3-B, 14-A, 15-A and 19-A according to the Survey of Colonial Promenade Alabaster South No. 2, recorded in Map Book \_\_\_\_\_, Page \_\_\_\_\_ in the Office of the Judge of Probate of Shelby County Alabama.



**EXHIBIT B-1**  
**DSG TRACT LEGAL DESCRIPTION**

Lot 3-B according to the Survey of Colonial Promenade Alabaster, No. 2, recorded in Plat Book \_\_\_\_, Page \_\_\_\_ in the Office of the Judge of Probate of Shelby County Alabama.

