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## **SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") is entered into as of this 26<sup>th</sup> day of March, 20\_\_ by and between **PROTECTIVE LIFE INSURANCE COMPANY**, a Tennessee corporation, whose address is Protective Life Center, 2801 Highway 280 South, Birmingham, Alabama 35223 ("Lender"), **HIGHWAY 11/31, LLC**, a Delaware limited liability company, whose address is c/o c/o Merchants Retail Partners, 2801 Highway 280 South, Suite 375, Birmingham, AL 35223 ("Landlord"), and **PETSMART, INC.**, a Delaware corporation, whose address is 19601 N. 27th Avenue, Phoenix, Arizona 85027, Attention: Vice President and Deputy General Counsel ("Tenant").

### **WITNESSETH:**

WHEREAS, Landlord's predecessor-in-interest, **HIGHWAY 31 ALABASTER TWO, LLC**, an Alabama limited liability company, and Tenant entered into that certain Shopping Center Lease Agreement dated November 1, 2006, as amended and supplemented from time to time (collectively, the "Lease"), pertaining to certain premises (the "Premises") at Colonial Promenade Alabaster II (the "Shopping Center") in Alabaster, Alabama;

WHEREAS, Lender has made or agreed to make a loan secured by, among other things, a lien (the "Mortgage") upon the real property described in Exhibit A attached hereto (which includes the Premises);

WHEREAS, Tenant wishes to be assured of the continued use and occupancy of the Premises and related Common Area (as such terms are defined in the Lease) and pylon or other signage of the Shopping Center under the terms of the Lease, notwithstanding any breach or default by Landlord or the exercise of any remedies under the Mortgage; and

WHEREAS, Lender wishes for Tenant to recognize and attorn to Lender in the event that Lender succeeds to the rights of Landlord under the Lease as a result of foreclosure or otherwise.

NOW, THEREFORE, in consideration of the foregoing, and for valuable consideration, the receipt and sufficiency of which upon full execution hereof are hereby acknowledged, and the mutual undertakings hereinafter set forth, the parties hereby covenant and agree as follows:

1. **SUBORDINATION.** As set forth in this Agreement, the Lease is and shall be subject and subordinate to the lien of the Mortgage and to all renewals, modifications, consolidations, replacements and extensions of the Mortgage, to the full extent of amounts secured thereby and interest thereon. The foregoing notwithstanding, in no event shall any of Tenant's trade fixtures, inventory, equipment, furniture and furnishings, accounts, books or records or other assets be or become subject or subordinate to the lien in favor of Lender.

2. **NON-DISTURBANCE.** So long as the Lease has not been terminated as a result of a default by Tenant beyond any applicable grace, notice and cure period, Tenant's possession, use and enjoyment of the Premises and the related Common Area, including but not limited to



related signage, shall not be interfered with, disturbed or diminished, or otherwise affected in any manner as a result of any act or omission of Landlord, and all rights and privileges of Tenant under the Lease, and any renewals, modifications, or extensions thereof, shall be recognized by Lender and any Successor Landlord (as defined in paragraph 3 below). If any action or proceeding is commenced by Lender for the foreclosure of the Mortgage or the sale of the Premises, Tenant shall not be named as a party therein unless such joinder shall be required by law and Tenant shall not thereby be subjected or exposed to any liability, cost or expense, and such joinder shall not result in the termination of the Lease or disturb Tenant's possession, use or enjoyment of the Premises, and the foreclosure or sale in any such action or proceeding shall be made subject to all rights of Tenant under the Lease.

3. ATTORNNMENT. In the event that title to, possession of or control of the Premises or any other interest therein, which includes the right to receive payment of rent or to enforce the performance of other obligations under the Lease, is transferred as a result of any trustee's sale, judicial foreclosure, deed in lieu of foreclosure or other proceedings pursuant to the Mortgage, Tenant will attorn to the purchaser or transferee who acquires such title or other interest ("Successor Landlord") and will recognize such Successor Landlord as landlord under and subject to the terms and conditions of the Lease. Tenant hereby waives the provisions of any statute or rule of law now or hereafter in effect which might give it any right or election to terminate the Lease by reason of any such foreclosure proceeding.

4. PERFORMANCE BY TENANT. In the event that Tenant receives any notice from Lender or any Successor Landlord to pay rent or other sums or render any other performance under the Lease to such Lender or Successor Landlord, Tenant may render performance in accordance with such notice without any duty of inquiry and despite any knowledge or notice to the contrary with the same force and effect as if such payment or performance were rendered to Landlord, and Landlord hereby releases and discharges Tenant of and from any liability to Landlord resulting from Tenant's payment of such rent to Lender or any Successor Landlord in accordance with this Agreement or Lender's or any Successor Landlord's notice or instructions from Lender or any Successor Landlord.

5. SUCCESSOR LANDLORD LIABILITY. Upon transfer of the Premises to the Successor Landlord, including Lender, the Successor Landlord shall have the same rights and obligations under the Lease as the Landlord and Tenant shall have the same rights and remedies under the Lease against the Successor Landlord as existed against Landlord, including for a breach of the Lease; provided, however, that Lender or any Successor Landlord shall not:

(a) be subject to any offsets which Tenant might have against any prior landlord (including Landlord), except for offsets arising under the Lease with respect to costs and expenses (but not damages) incurred by Tenant after Tenant has notified Lender and given Lender an opportunity to cure as provided in this Agreement, and/or offsets arising from (i) a reconciliation or year-end adjustment of an estimated rental or other charge under the Lease or (ii) an audit of Landlord's business records, as provided in the Lease; or

(b) be bound by any Base Rent which Tenant might have paid for more than one (1) month in advance; or



(c) be obligated to reimburse Tenant for any security deposit, unless said security deposit is received by Lender; or

(d) be bound by any amendment or modification of the Lease made after the date hereof without Lender's consent, which consent shall not be unreasonably withheld, conditioned or delayed, and it being agreed by Lender that consent shall be deemed given unless Lender makes objection in writing and properly noticed to Tenant within thirty (30) days from the date of Tenant's notice to Lender.

Provided however, that nothing herein shall excuse Lender or any Successor Landlord from liability or responsibility for, or limit any right or remedy of Tenant with respect to, any breach or default which continues from and after the date when Lender or such Successor Landlord obtains title to or takes possession or control of the Premises.

6. NOTICE OF LANDLORD DEFAULT. Tenant shall give to Lender, by certified or registered mail, a copy of any notice of default served upon Landlord under the Lease, at the address set forth above, and Lender shall have the same right, but shall have no obligation, to cure any such default on behalf of Landlord as is provided in the Lease.

7. LEASE TERMINATION. In the event Tenant notifies Lender that Tenant elects to terminate the Lease as a result of Landlord's default, the Lease shall not terminate until Lender has had a reasonable period of time after such notice in which to cure said default, not to exceed thirty (30) days ("Initial Cure Period"), which period may run concurrently with any notice or cure period given to Landlord; provided, however, that if due to the nature of the default Lender is unable to complete such cure within the Initial Cure Period, Lender shall be entitled to such additional time as may be necessary to cure such default, not to exceed thirty (30) days following the expiration of the Initial Cure Period, only if and so long as the following conditions are satisfied: (i) Lender has notified Tenant in writing of its intent to cure Landlord's default; (ii) Lender has commenced such cure within the Initial Cure Period; and (iii) Lender diligently pursues such cure to completion.

8. OTHER DOCUMENTS. Each of Lender, Landlord and Tenant agrees to reasonably execute and deliver to the others such further documents and assurances confirming the foregoing as any of such parties may reasonably request.

9. SUCCESSORS AND ASSIGNS. The terms "Lender", "Successor Landlord" and "Landlord" shall include such parties and any successors or assigns, including any successors in title to the Premises. The term "Tenant" shall include any assignee or sublessee.

10. CONDITION. The parties agree that this Agreement shall be valid only once fully executed, acknowledged and delivered by all of the parties hereto.

[SIGNATURES ON FOLLOWING PAGE]



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first referenced above.

LENDER:

**PROTECTIVE LIFE INSURANCE COMPANY**

A Tennessee corporation

By: 

Name: AMY E. MERTLER

Title: VICE PRESIDENT  
INVESTMENTS

STATE OF Alabama  
County of Jefferson ) ss.

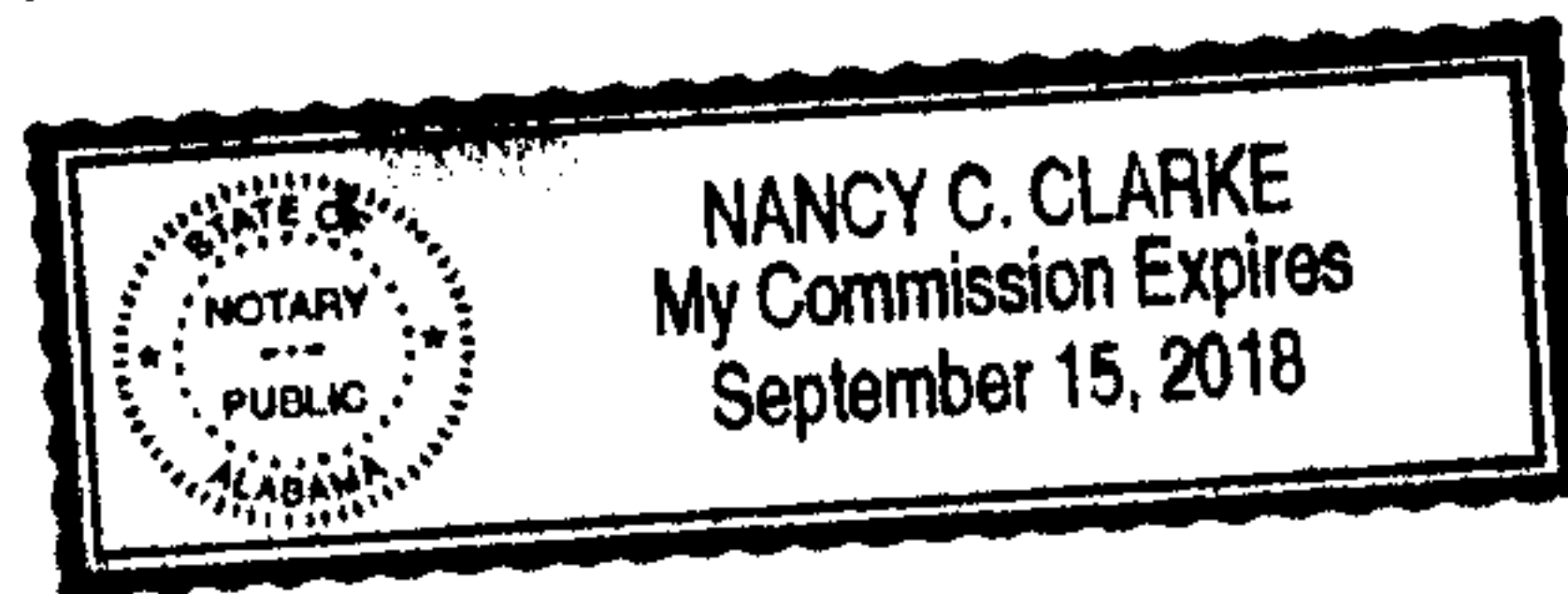
On March 20, 2015, before me, the undersigned officer, personally appeared Amy E. Mertler V.P., of **PROTECTIVE LIFE INSURANCE COMPANY**, a Tennessee corporation:

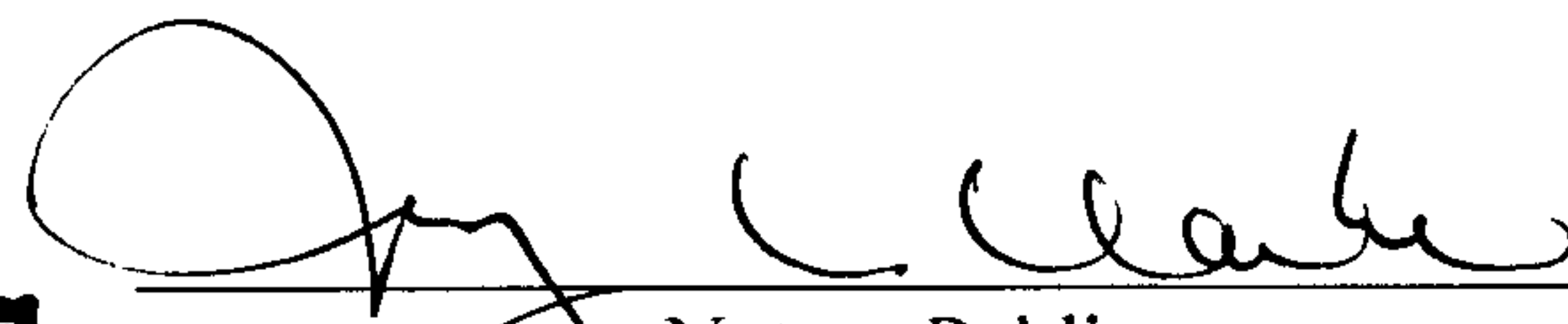
\_\_\_\_\_ whom I know personally;  
\_\_\_\_\_ whose identity was proven to me on the oath of \_\_\_\_\_  
\_\_\_\_\_, a credible witness by me duly sworn;  
\_\_\_\_\_ whose identity I verified on the basis of he/she \_\_\_\_\_  
\_\_\_\_\_

and acknowledged that he/she, being authorized so to do, executed the foregoing instrument in such capacity on behalf of the corporation for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

NOTARY SEAL:



  
Notary Public



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LANDLORD:

**HIGHWAY 11/31, LLC,**  
a Delaware limited liability company

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

STATE OF Alabama )  
County of Jefferson ) ss.

On March 20, 2015 before me, the undersigned officer, personally appeared William Leimer, Manager, of **HIGHWAY 11/31, LLC**, a Delaware limited liability company:

☒ whom I know personally;  
\_\_\_\_\_ whose identity was proven to me on the oath of \_\_\_\_\_  
\_\_\_\_\_, a credible witness by me duly sworn;  
\_\_\_\_\_ whose identity I verified on the basis of he/she \_\_\_\_\_  
\_\_\_\_\_.

and acknowledged that he/she, being authorized so to do, executed the foregoing instrument in such capacity on behalf of the corporation for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

NOTARY SEAL:

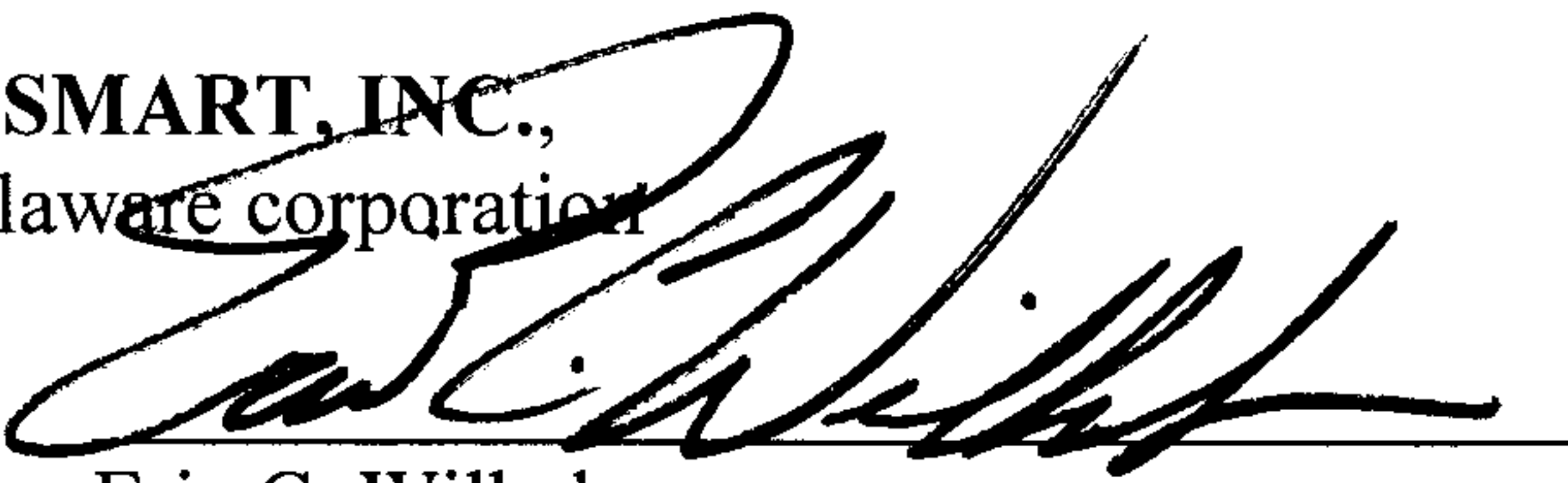
Melanie Carol Thomas  
Notary Public



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TENANT:

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

By:   
Name: Eric C. Wilhelm  
Title: Senior Counsel

STATE OF ARIZONA       )  
                                      ) ss.  
County of Maricopa       )


On November 20, 2014, before me, the undersigned officer, personally appeared Eric C. Wilhelm, Senior Counsel, of **PETSMART, INC.**, a Delaware corporation:

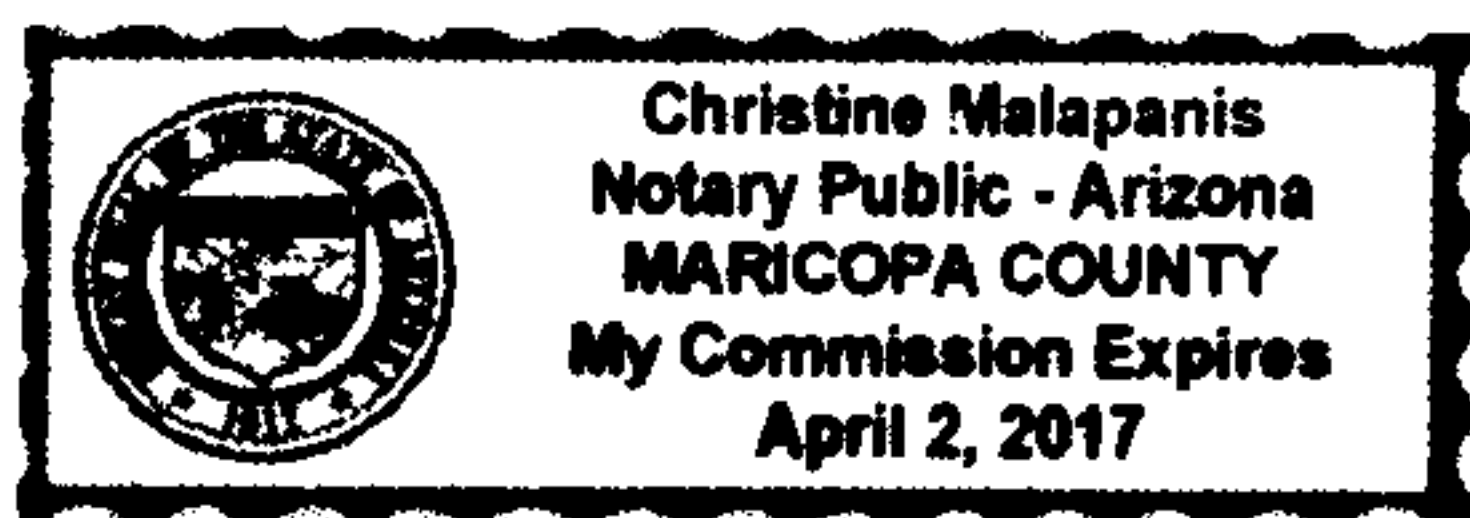
  ✓   whom I know personally;  
      whose identity was proven to me on the oath of \_\_\_\_\_  
\_\_\_\_\_, a credible witness by me duly sworn;  
      whose identity I verified on the basis of he/she \_\_\_\_\_  
\_\_\_\_\_.

and acknowledged that he/she, being authorized so to do, executed the foregoing instrument in such capacity on behalf of the corporation for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

NOTARY SEAL:

  
Notary Public



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## EXHIBIT A

### LEGAL DESCRIPTION

#### GROUND LEASE PARCEL

A parcel of land situated in the Northwest one-quarter of the Northeast one-quarter of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Southwest corner of the said Northwest one-quarter of the Northeast one-quarter and run North 00 degrees 28 minutes 59 seconds East along the West line for a distance of 1264.19 feet to a point on the Southwesternmost right of way line of U.S. Highway 31 (right of way varies); thence run South 50 degrees 58 minutes 28 seconds East along said right of way for a distance of 290.23 feet to the point of commencement of curve to the right, said curve having a radius of 2192.01 feet, a central angle of 14 degrees 27 minutes 05 seconds, a chord bearing of South 40 degrees 48 minutes 44 seconds East for a chord distance of 551.41 feet; thence run along arc of said curve and along said right of way for a distance of 552.88 feet; thence run South 56 degrees 37 minutes 09 seconds West along said right of way for a distance of 29.99 feet to the point of commencement of a curve to the right, said curve having a radius of 2162.01 feet, a central angle of 09 degrees 55 minutes 58 seconds, a chord bearing of South 28 degrees 40 minutes 35 seconds East for a chord distance of 374.33 feet; thence run along arc of said curve and along said right of way for a distance of 374.80 feet; thence run North 64 degrees 12 minutes 56 seconds East along said right of way for a distance of 28.61 feet; thence run South 20 degrees 39 minutes 53 seconds East along said right of way for a distance of 317.62 feet; thence run South 20 degrees 02 minutes 14 seconds East along said right of way for a distance of 78.74 feet to a point on the South line of said quarter-quarter; thence leaving said right of way, run North 87 degrees 31 minutes 35 seconds West along said South line for a distance of 916.78 feet to the POINT OF BEGINNING. Said parcel contains 711,462 square feet or 16.33 acres more or less.

#### DEVELOPER PARCEL NO. 1

A parcel of land situated in the Southwest one-quarter of the Northeast one-quarter of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of said Southwest one-quarter of the Northeast one-quarter and run North 87 degrees 51 minutes 24 seconds West along the South line of said quarter-quarter for a distance of 716.00 feet; thence leaving said South line, run North 22 degrees 00 minutes 08 seconds West for a distance of 295.00 feet to the POINT OF BEGINNING; thence run North 89 degrees 10 minutes 01 seconds West for a distance of 297.23 feet to a point on the Easternmost right of way line of Interstate 65 (right of way varies); thence run North 24 degrees 39 minutes 45 seconds West along said right of way for a distance of 303.47 feet; thence leaving said right of way, run North 69 degrees 47 minutes 27 seconds East for a distance of 169.72 feet;



thence run North 20 degrees 12 minutes 33 seconds West for a distance of 30.00 feet; thence run North 69 degrees 47 minutes 27 seconds East for a distance of 273.86 feet; thence run North 58 degrees 46 minutes 41 seconds East for a distance of 30.56 feet; thence run North 69 degrees 47 minutes 27 seconds East for a distance of 343.11 feet; thence run South 20 degrees 13 minutes 35 seconds East for a distance of 82.05 feet to the point of commencement of a curve to the left, said curve having a radius of 287.00 feet, a central angle of 10 degrees 14 minutes 21 seconds, a chord bearing of South 25 degrees 20 minutes 31 seconds East for a chord distance of 51.09 feet; thence run along arc of said curve for a distance of 51.16 feet; thence run South 69 degrees 47 minutes 27 seconds West for a distance of 145.77 feet; thence run South 20 degrees 12 minutes 33 seconds East for a distance of 20.00 feet; thence run South 69 degrees 47 minutes 27 seconds West for a distance of 241.45 feet; thence run South 20 degrees 12 minutes 33 seconds East for a distance of 207.90 feet; thence run South 69 degrees 47 minutes 27 seconds West for a distance of 135.72 feet; thence run South 22 degrees 00 minutes 08 seconds East for a distance of 84.31 feet to the POINT OF BEGINNING. Said parcel contains 208,998 square feet or 4.80 acres more or less.

#### DEVELOPER PARCEL NO. 2

A parcel of land situated in part of the Northeast one-quarter of the Northwest one-quarter, the Southeast quarter of the Northwest quarter, the Northwest one-quarter of the Northeast one-quarter and the Southwest one-quarter of the Northeast one-quarter of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Southeast corner of the Northeast one-quarter of the Northwest one-quarter of said Section; thence run South 87 degrees 31 minutes 35 seconds East along the South line of said quarter-quarter for a distance of 174.79 feet; thence run South 69 degrees 47 minutes 27 seconds West for a distance of 142.65 feet to the point of commencement of a curve to the right, said curve having a radius of 275.00 feet, a central angle of 28 degrees 15 minutes 58 seconds, a chord bearing of North 85 degrees 08 minutes 01 seconds West for a chord distance of 134.30 feet; thence run along arc of said curve for a distance of 135.67 feet to the point of commencement of a curve to the left, said curve having a radius of 40.00 feet, a central angle of 117 degrees 39 minutes 27 seconds, a chord bearing of North 50 degrees 10 minutes 15 seconds East for a chord distance of 68.45 feet; thence run along arc of said curve for a distance of 82.14 feet; thence run North 08 degrees 39 minutes 29 seconds West for a distance of 210.88 feet; thence run North 05 degrees 08 minutes 18 seconds East for a distance of 343.64 feet; thence run South 89 degrees 27 minutes 02 seconds East for a distance of 46.08 feet; thence run South 00 degrees 28 minutes 59 seconds West for a distance of 548.72 feet to the POINT OF BEGINNING. Said parcel contains 41,471 square feet or 0.95 acres more or less.

#### OUTPARCEL 1

A parcel of land situated in part of the Southwest one-quarter of the Northeast one-quarter and the Southeast one-quarter of the Northeast one-quarter of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:



Commence at the Southeast corner of the Southwest one-quarter of the Northeast one-quarter of said Section; thence run North 02 degrees 27 minutes 46 seconds West along the East line thereof for a distance of 36.91 feet; thence run North 41 degrees 36 minutes 27 seconds East for a distance of 23.06 feet; thence run North 14 degrees 14 minutes 05 seconds East for a distance of 172.16 feet to the POINT OF BEGINNING; thence run North 87 degrees 52 minutes 44 seconds West for a distance of 209.94 feet to the point of commencement of a curve to the right, said curve having a radius of 25.00 feet, a central angle of 90 degrees 00 minutes 22 seconds, a chord bearing of North 42 degrees 52 minutes 33 seconds West for a chord distance of 35.36 feet; thence run along arc of said curve for a distance of 39.27 feet; thence run North 02 degrees 07 minutes 39 seconds East for a distance of 297.41 feet; thence run North 63 degrees 25 minutes 29 seconds East for a distance of 37.52 feet to a point on a curve to the left and a point on the Westernmost right of way line of U.S. Highway 31 (right of way varies), said curve having a radius of 2411.83 feet, a central angle of 08 degrees 59 minutes 47 seconds, a chord bearing of South 31 degrees 04 minutes 24 seconds East for a chord distance of 378.30 feet; thence run along arc of said curve and along said right of way for a distance of 378.69 feet; thence leaving said right of way, run South 14 degrees 14 minutes 05 seconds West for a distance of 24.41 feet to the POINT OF BEGINNING. Said parcel contains 46,571 square feet or 1.07 acres more or less.

## OUTPARCEL 2

A parcel of land situated in the Southwest one-quarter of the Northeast one-quarter of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of the Southwest one-quarter of the Northeast one-quarter of said Section; thence run North 02 degrees 27 minutes 46 seconds West along the East line thereof for a distance of 36.91 feet; thence run North 41 degrees 36 minutes 27 seconds East for a distance of 23.06 feet; thence run North 14 degrees 14 minutes 05 seconds East for a distance of 196.57 feet to a point on the Westernmost right of way line of U.S. Highway 31 (right of way varies) and a point on a curve to the right, said curve having a radius of 2411.83 feet, a central angle of 10 degrees 42 minutes 14 seconds, a chord bearing of North 30 degrees 13 minutes 11 seconds West for a chord distance of 449.92 feet; thence run along arc of said curve and along said right of way for a distance of 450.57 feet; thence run North 68 degrees 29 minutes 48 seconds East for a distance of 9.96 feet to a point on the Westernmost right of way line of U.S. Highway 31 (right of way varies) and the point of commencement of a curve to the right, said curve having a radius of 2401.83 feet, a central angle of 00 degrees 52 minutes 42 seconds, a chord bearing of North 26 degrees 00 minutes 17 seconds West for a chord distance of 36.82 feet; thence run along arc of said curve and along said right of way for a distance of 36.82 feet to the POINT OF BEGINNING; said point also being the point of commencement of a curve to the right; thence leaving said right of way, said curve having a radius of 20.00 feet, a central angle of 113 degrees 35 minutes 32 seconds, a chord bearing of South 31 degrees 13 minutes 49 seconds West for a chord distance of 33.47 feet; thence run along arc of said curve for a distance of 39.65 feet to the point of commencement of a curve to the right, said curve having a radius of 277.00 feet, a central angle of 28 degrees 10 minutes 42 seconds, a chord bearing of North 77 degrees 53 minutes 03 seconds West for a chord distance of 134.86 feet; thence run along arc of said curve





for a distance of 136.23 feet; thence run South 26 degrees 12 minutes 18 seconds West for a distance of 10.00 feet to the point of commencement of a curve to the right, said curve having a radius of 287.00 feet, a central angle of 40 degrees 22 minutes 22 seconds, a chord bearing of North 43 degrees 36 minutes 31 seconds West for a chord distance of 198.07 feet; thence run along arc of said curve for a distance of 202.23 feet; thence run North 69 degrees 47 minutes 00 seconds East for a distance of 215.47 feet to a point on the Westernmost right of way line of said U.S. Highway 31 and a point on a spiral curve; thence run South 21 degrees 04 minutes 52 seconds along said right of way for a chord distance of 71.75 feet to the point of commencement of a curve to the left, said curve having a radius of 2401.83 feet, a central angle of 03 degrees 41 minutes 29 seconds, a chord bearing of South 23 degrees 43 minutes 12 seconds East for a chord distance of 154.72 feet; thence run along arc of said curve and along said right of way for a distance of 154.74 feet to the POINT OF BEGINNING. Said parcel contains 40,404 square feet or 0.93 acres more or less.

### OUTPARCEL 3

A parcel of land situated in the Southwest one-quarter of the Northeast one-quarter of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of the Southwest one-quarter of the Northeast one-quarter of said Section; thence run North 02 degrees 27 minutes 46 seconds West along the East line thereof for a distance of 36.91 feet; thence run North 41 degrees 36 minutes 27 seconds East for a distance of 23.06 feet; thence run North 14 degrees 14 minutes 05 seconds East for a distance of 196.57 feet to a point on the Westernmost right of way line of U.S. Highway 31 (right of way varies) and a point on a curve to the right, said curve having a radius of 2411.83 feet, a central angle of 10 degrees 42 minutes 14 seconds, a chord bearing of North 30 degrees 13 minutes 11 seconds West for a chord distance of 449.92 feet; thence run along arc of said curve and along said right of way for a distance of 450.57 feet; thence run North 68 degrees 29 minutes 48 seconds East for a distance of 9.96 feet to a point on the Westernmost right of way line of U.S. Highway 31 (right of way varies) and the point of commencement of a curve to the right, said curve having a radius of 2401.83 feet, a central angle of 04 degrees 34 minutes 11 seconds, a chord bearing of South 24 degrees 09 minutes 33 seconds East for a chord distance of 191.51 feet; thence run along arc of said curve and along said right of way for a distance of 191.57 feet to the point of commencement of a spiral curve; thence run North 21 degrees 04 minutes 52 seconds West for a chord distance of 71.75 feet to the POINT OF BEGINNING; thence run South 69 degrees 47 minutes 00 seconds West for a distance of 215.47 feet to the point of commencement of a curve to the right, said curve having a radius of 287.00 feet, a central angle of 03 degrees 11 minutes 45 seconds, a chord bearing of North 21 degrees 49 minutes 28 seconds West for a chord distance of 16.01 feet; thence run along arc of said curve for a distance of 16.01 feet; thence run North 20 degrees 13 minutes 35 seconds West for a distance of 136.04 feet to the point of commencement of a curve to the right, said curve having a radius of 30.00 feet, a central angle of 90 degrees 01 minutes 02 seconds, a chord bearing of North 24 degrees 46 minutes 56 seconds East for a chord distance of 42.43 feet; thence run along arc of said curve for a distance of 47.13 feet; thence run North 69 degrees 47 minutes 27 seconds East for a distance of 189.54 feet to a point on said Westernmost right of way and a point on a spiral curve; thence run South



19 degrees 05 minutes 03 seconds East for a chord distance of 182.06 feet to the POINT OF BEGINNING. Said parcel contains 39,440 square feet or 0.91 acres more or less.

#### OUTPARCEL 4-2

A parcel of land situated in part of the Southwest one-quarter of the Northeast one-quarter and the Northwest one-quarter of the Northeast one-quarter of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of the said Southwest one-quarter of the Northeast one-quarter of said Section; thence run North 02 degrees 27 minutes 46 seconds West along the East line thereof for a distance of 36.91 feet; thence run North 41 degrees 36 minutes 27 seconds East for a distance of 23.06 feet; thence run North 14 degrees 14 minutes 05 seconds East for a distance of 196.57 feet to a point on the Westernmost right of way line of U.S. Highway 31 (right of way varies) and a point on a curve to the right, said curve having a radius of 2411.83 feet, a central angle of 10 degrees 42 minutes 14 seconds, a chord bearing of North 30 degrees 13 minutes 11 seconds West for a chord distance of 449.92 feet; thence run along arc of said curve and along said right of way for a distance of 450.57 feet; thence run North 68 degrees 29 minutes 48 seconds East for a distance of 9.96 feet to a point on the Westernmost right of way line of U.S. Highway 31 (right of way varies) and the point of commencement of a curve to the right, said curve having a radius of 2401.83 feet, a central angle of 04 degrees 34 minutes 11 seconds, a chord bearing of North 24 degrees 09 minutes 33 seconds West for a chord distance of 191.51 feet; thence run along arc of said curve and along said right of way for a distance of 191.57 feet to the point of commencement of a spiral curve; thence run North 21 degrees 04 minutes 52 seconds West for a chord distance of 71.75 feet to a point on a spiral curve; thence run North 19 degrees 05 minutes 03 seconds West for a chord distance of 182.06 feet to a point on a spiral curve; thence run North 18 degrees 10 minutes 10 seconds West for a chord distance of 53.16 feet; thence leaving said spiral curve, run North 20 degrees 02 minutes 14 seconds West along said right of way for a distance of 197.87 feet to the POINT OF BEGINNING; thence leaving said right of way, run South 69 degrees 47 minutes 27 seconds West for a distance of 202.12 feet to the point of commencement of a curve to the right, said curve having a radius of 20.00 feet, a central angle of 89 degrees 58 minutes 58 seconds, a chord bearing of North 65 degrees 13 minutes 04 seconds West for a chord distance of 28.28 feet; thence run along arc of said curve for a distance of 31.41 feet; thence run North 20 degrees 13 minutes 35 seconds West for a distance of 86.90 feet to a point on the North line of the Southwest one-quarter of the Northeast one-quarter of said Section; thence run South 87 degrees 31 minutes 35 seconds East along said North line for a distance of 240.81 feet to a point on the Westernmost right of way line of U.S. Highway 31 (right of way varies); thence run South 20 degrees 02 minutes 14 seconds East along said right of way for a distance of 14.03 feet to the POINT OF BEGINNING. Said parcel contains 13,346 square feet or 0.31 acres more or less.

#### OUTPARCEL 9



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A parcel of land situated in the Northeast one-quarter of the Northwest one-quarter and the Southeast quarter of the Northwest quarter of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of the Northeast one-quarter of the Northwest one-quarter of said Section and thence run North 87 degrees 31 minutes 35 seconds West along the South line for a distance of 41.04 feet to the POINT OF BEGINNING; thence run South 08 degrees 39 minutes 29 seconds East for a distance of 3.40 feet to the point of commencement of a curve to the right, said curve having a radius of 40.00 feet, a central angle of 117 degrees 39 minutes 27 seconds, a chord bearing of South 50 degrees 10 minutes 15 seconds West for a chord distance of 68.45 feet; thence run along arc of said curve for a distance of 82.14 feet to the point of commencement of a curve to the right, said curve having a radius of 275.00 feet, a central angle of 71 degrees 35 minutes 22 seconds, a chord bearing of North 35 degrees 12 minutes 21 seconds West for a chord distance of 321.69 feet; thence run along arc of said curve for a distance of 343.61 feet; thence run North 00 degrees 35 minutes 21 seconds East for a distance of 48.01 feet; thence run South 84 degrees 51 minutes 42 seconds East for a distance of 210.20 feet; thence run South 05 degrees 08 minutes 18 seconds West for a distance of 39.87 feet; thence run South 08 degrees 39 minutes 29 seconds East for a distance of 207.48 feet to the POINT OF BEGINNING. Said parcel contains 53,755 square feet or 1.23 acres more or less.

#### OUTPARCEL 10

A parcel of land situated in the Northeast one-quarter of the Northwest one-quarter of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of said quarter-quarter and thence run North 87 degrees 31 minutes 35 seconds West along the South line for a distance of 41.04 feet; thence run North 08 degrees 39 minutes 29 seconds West for a distance of 207.48 feet; thence run South 05 degrees 08 minutes 18 seconds West for a distance of 39.87 feet to the POINT OF BEGINNING; thence run North 84 degrees 51 minutes 42 seconds West for a distance of 210.20 feet; thence run North 00 degrees 35 minutes 21 seconds East for a distance of 285.98 feet; thence run South 89 degrees 27 minutes 02 seconds East for a distance of 233.63 feet; thence run South 05 degrees 08 minutes 18 seconds West for a distance of 303.77 feet to the POINT OF BEGINNING. Said parcel contains 65,333 square feet or 1.50 acres more or less.



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Shelby Cnty Judge of Probate, AL  
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