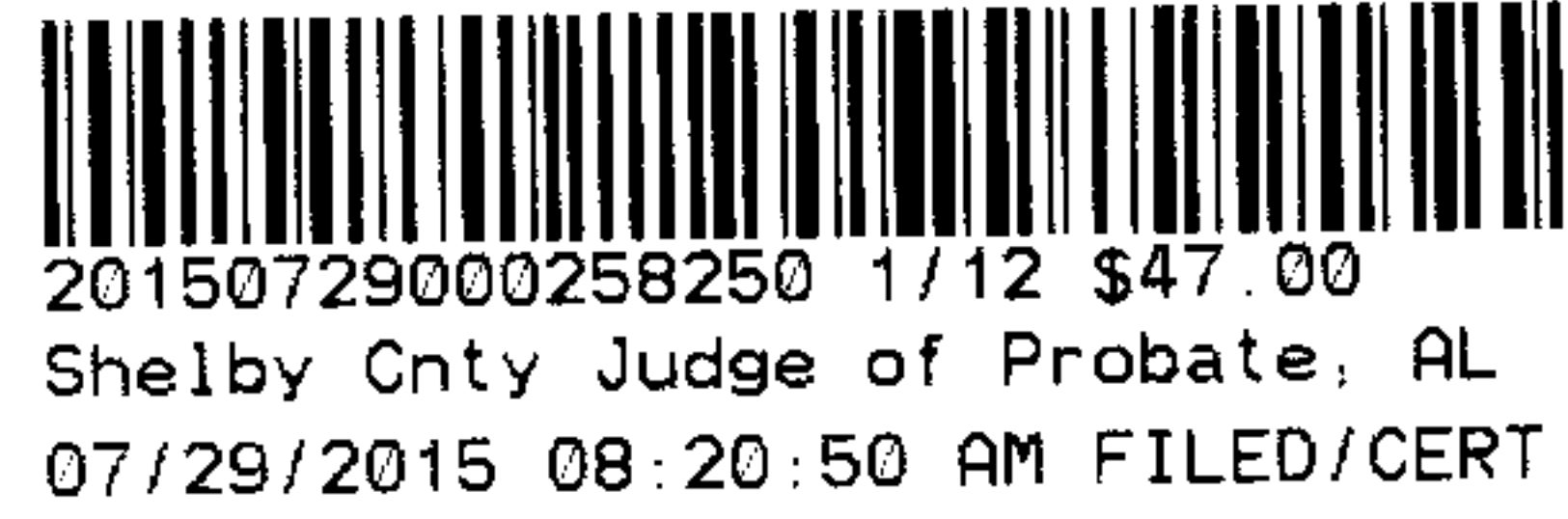


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**PROTECTIVE LIFE INSURANCE COMPANY**  
(Lender)

- and -



**O'CHARLEY'S LLC**  
(Tenant)

---

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

---

Dated:

Location: 285 S. Colonial Promenade, Alabaster, AL  
Section:  
Block:  
Lot:  
County: Shelby County, Alabama

PREPARED BY AND UPON  
RECORDATION RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

File No.:  
Title No.:

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

**THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT** (this "**Agreement**") is made as of the 23<sup>rd</sup> day of July, 2015, by and between **PROTECTIVE LIFE INSURANCE COMPANY**, and its successors and/or assigns, having an address at P. O. Box 2606, Attn: Investment Dept 3-3ML, Birmingham, AL 35202 ("**Lender**") and **O'CHARLEY'S LLC**, having an address at 3038 Sidco Drive, Nashville, Tennessee 37204 ("**Tenant**").

**RECITALS:**

A. Lender has made a loan (the "**Loan**") in the approximate principal amount of \$ 49,051,293 to Landlord (defined below) pursuant to the terms and conditions of that certain Loan Agreement, dated as of 3-26, 2015, between Lender and Landlord (together with any and all extensions, renewals, substitutions, replacements, amendments, modifications and/or restatements thereof, the "**Loan Agreement**");

B. The Loan is evidenced by that certain Promissory Note, dated 3-26, 2015, made by Landlord to Lender (together with any and all extensions, renewals, substitutions, replacements, amendments, modifications and/or restatements thereof, the "**Note**") and secured by that certain Fee and Leasehold Mortgage and Security Agreement dated as of 3-26, 2015, made by Landlord to Lender (together with any and all extensions, renewals, substitutions, replacements, amendments, modifications and/or restatements thereof, the "**Mortgage**"), which encumbers the fee and leasehold estate of Landlord in certain premises described in Exhibit A attached hereto (the "**Property**");

C. Tenant leases a portion of the Property under and pursuant to a certain lease dated November 8, 2007, with Highway 11/31 LLC, successor in interest to Highway 31 Alabaster, LLC, ("**Landlord**") (as amended or otherwise modified in accordance with this Agreement, the "**Lease**"); and

D. Tenant agrees to subordinate the Lease to the Mortgage and to the lien thereof, provided that the Lease remains in full force and effect, and Lender agrees to grant non-disturbance to Tenant under the Lease on the terms and conditions hereinafter set forth.

**AGREEMENT:**

Now therefore, Tenant and Lender agree as follows:

1. **Subordination.** Subject to Sections 2, 3, and 18 below, Tenant agrees that the Lease and all of the terms, covenants, and provisions thereof, and all rights, remedies, and options of Tenant thereunder are and shall at all times continue to be subject and subordinate in all respects to (a) the Mortgage, (b) the lien thereof and (c) all terms, covenants, and conditions set forth in the Mortgage and the Loan Agreement (including, without limitation, any and all extensions, renewals, substitutions, replacements, amendments, modifications and/or restatements



thereof, but excluding any disposition of insurance or condemnation proceeds which may otherwise supersede the requirements set forth in the Lease).

2. Non-Disturbance. Lender agrees that if any action or proceeding is commenced by Lender for the foreclosure of the Mortgage or the sale of the Property, Tenant shall not be named as a party therein unless such joinder shall be required by law; provided, however, such joinder shall not result in the termination of the Lease or disturb the Tenant's possession, use, or enjoyment of the premises demised thereunder, and the sale of the Property in any such action or proceeding and the exercise by Lender of any of its other rights under the Note, the Mortgage, or the Loan Agreement, or security or other documents in connection therewith, shall be made subject to all rights of Tenant under the Lease; provided that, at the time of the commencement of any such action or proceeding or at the time of any such sale or exercise of any such other rights, (a) Tenant shall be in possession of the premises demised under the Lease, and (b) Tenant shall not be in default under any of the terms, covenants, or conditions of the Lease or this Agreement on Tenant's part to be observed or performed beyond the expiration of any applicable notice or cure periods.

3. Attornment. Lender and Tenant agree that, upon the conveyance of the Property by reason of the foreclosure of the Mortgage or the acceptance of a deed or assignment in lieu of foreclosure or otherwise, the Lease shall not be terminated or affected thereby if the conditions set forth in Section 2(a) and (b) above have been met at the time the Lender, purchaser at foreclosure, or other transferee of the Property ("Transferee") becomes owner of the Property. In such event, the Lease shall continue in full force and effect as a direct lease between Transferee and Tenant upon all of the terms, covenants, and conditions set forth in the Lease and Tenant agrees to attorn to Transferee and Transferee shall accept such attornment; provided, however, that Transferee shall not be (a) required to make any repairs to the Property or to the premises demised under the Lease required as a result of fire or other casualty or by reason of condemnation unless Transferee shall be obligated under the Lease to make such repairs, (b) bound by any payment of rents, additional rents, or other sums which Tenant may have paid more than one (1) month in advance to any prior Landlord unless (i) such sums are actually received by Transferee or (ii) such prepayments shall have been expressly approved of by Transferee, or (iii) such prepayment of rents, additional rents, or other sums are required by the Lease, (c) bound by any agreement amending or modifying any material right or remedy of the Landlord under the Lease (or any amendment materially altering the economic terms and/or materially shortening the term thereof), made after the full execution of this Agreement, and prior to the time Transferee succeeded to Landlord's interest, without Lender's prior written consent (which shall not be unreasonably withheld, delayed, or conditioned), except as may be permitted to be made without Lender's consent under the Note, Loan Agreement, or Mortgage, or security or other documents in connection therewith, or (d) bound by any assignment of the Lease or sublease of the Property, or any portion thereof, made prior to the time Transferee succeeded to Landlord's interest other than if permitted or made pursuant to the provisions of the Lease, the Note, the Loan Agreement, or Mortgage, or security or other documents in connection therewith.

4. Notice to Tenant. After notice is given to Tenant by Lender that Landlord is in default under the Note, the Mortgage, or the Loan Agreement and that the rentals under the Lease should be paid to Lender pursuant to the terms of the assignment of leases and rents executed and delivered by Landlord to Lender in connection therewith ("**Rent Payment Notice**") Tenant



shall thereafter pay to Lender or as directed by Lender, all rentals and all other monies due or to become due to Landlord under the Lease. Landlord irrevocably directs Tenant to comply with any Rent Payment Notice, notwithstanding any contrary direction, instruction, or assertion by Landlord. Tenant shall be entitled to rely on any Rent Payment Notice and shall be under no duty to controvert or challenge any Rent Payment Notice. Tenant's compliance with a Rent Payment Notice shall not be deemed to be a default of any provision in the Lease. Landlord hereby releases and discharges Tenant from and shall indemnify and hold Tenant harmless from and against any and all loss, claim, damage, liability, cost, or expense (including payment of reasonable attorneys' fees and disbursements) arising from any claim based upon Tenant's compliance with any Rent Payment Notice. Landlord shall look solely to Lender with respect to any claim Landlord may have on account of an incorrect or wrongful Rent Payment Notice. Tenant shall be entitled to full credit under the Lease for any rent paid to Lender pursuant to a Rent Payment Notice to the same extent as if such rent were paid directly to Landlord.

5. Lender's Consent. Following the execution of this Agreement, Tenant shall not, without obtaining the prior written consent of Lender, (a) enter into any agreement amending or modifying any material right or remedy of the Landlord under the Lease (or materially altering the economic terms and/or materially shortening the term thereof), (b) prepay to Landlord any of the rents, additional rents, or other sums due under the Lease for more than one (1) month in advance of the due dates thereof, except if required by the Lease, or (c) assign the Lease or sublet the premises demised under the Lease or any part thereof other than as permitted or made pursuant to the provisions of the Lease, the Note, the Loan Agreement, or Mortgage, or security or other documents in connection therewith; and any such amendment, modification, prepayment, assignment, or subletting, without Lender's prior consent in breach of this Section 5, shall not be binding upon Lender. Lender's consent required in this Section 5 shall not be unreasonably withheld, delayed, or conditioned.

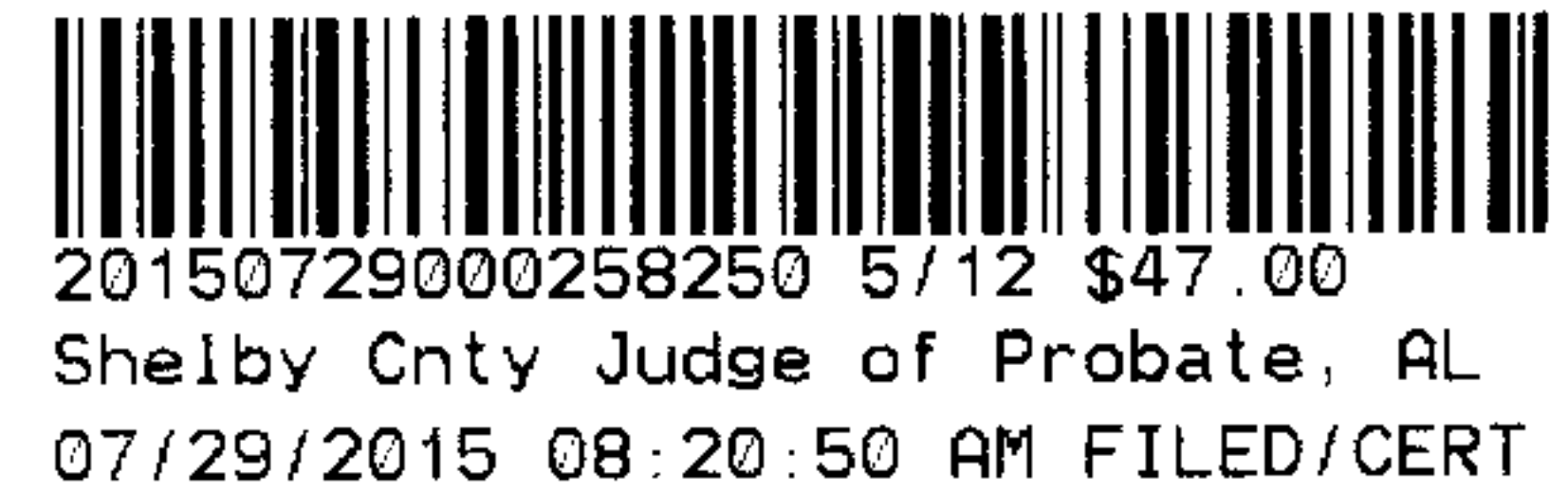
6. Notice to Lender. Tenant shall promptly provide Lender with a copy of all written notices of default by Landlord under the Lease. No notice of termination of the Lease or an abatement shall be effective unless Lender shall have received notice of default giving rise to such termination or abatement and shall have failed within thirty (30) days after receipt of such notice to cure such default, or if such default cannot be cured within thirty (30) days, shall have failed within thirty (30) days after receipt of such notice to commence and thereafter diligently pursue any action necessary to cure such default, but not to exceed ninety (90) days. Notwithstanding the foregoing, Lender shall have no obligation to cure any such default. Furthermore, notwithstanding the foregoing, no failure to provide notice to the Lender as required by this Section 6 shall be deemed to impair the effectiveness of notice against Landlord or the effectiveness of Lender's non-disturbance covenants or the provisions of Section 2 above.

7. Notices. All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person or by overnight delivery with any reputable overnight courier service, or (ii) upon delivery to the then designated address of the party to receive such notice, if rejected or refused at the then designated address of the party to receive notice, or if designated as undeliverable because of a changed address of which no prior written notice was given by the party to receive notice, after such notice or other written communication was deposited in any post office or mail depository regularly maintained by the



U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Tenant: O'Charley's LLC  
3038 Sidco Drive  
Nashville, Tennessee 37204  
Attention: Legal / Real Estate Department



If to Lender: Protective Life Insurance Company  
P. O. Box 2606  
Attn: Investment Dept 3-3ML  
Birmingham, Alabama 35202

or addressed as such party may from time to time designate by written notice to the other parties.

8. Joint and Several Liability. If Tenant consists of more than one person or entity, the obligations and liabilities of each such person or entity hereunder shall be joint and several.

9. Definitions. The term, "Lender," as used herein, shall include the successors and assigns of Lender. The term, "Landlord," as used herein, shall mean and include the present landlord under the Lease and such landlord's successors in interest under the Lease, but shall not mean or include Lender. The term, "Property," as used herein, shall mean the Property, the improvements now or hereafter located thereon, and the estates therein encumbered by the Mortgage. The term, "Tenant," as used herein, shall include Tenant's permitted successors and assigns under the Lease.

10. No Oral Modifications. This Agreement may not be modified in any manner or terminated except by an instrument in writing executed by the parties hereto.

11. Governing Law. This Agreement shall be deemed to be a contract entered into pursuant to the laws of the State where the Property is located and shall in all respects be governed, construed, applied, and enforced in accordance with the laws of the State where the Property is located.

12. Inapplicable Provisions. If any term, covenant, or condition of this Agreement is held to be invalid, illegal, or unenforceable in any respect, this Agreement shall be construed without such provision.

13. Duplicate Originals; Counterparts. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Agreement.

14. Number and Gender. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

15. Transfer of Loan. Lender may sell, transfer, and deliver the Note and assign the Mortgage, this Agreement, and the other documents executed in connection therewith to one or more investors in the secondary mortgage market (“**Investors**”). In connection with such sale, Lender may retain or assign responsibility for servicing the Loan (including the Note, the Mortgage, this Agreement, and the other documents executed in connection therewith) or may delegate some or all of such responsibility and/or obligations to a servicer (including, but not limited to, any subservicer or master servicer), on behalf of the Investors. All references to “Lender” herein shall refer to and include any such servicer to the extent applicable.

16. Further Acts. Tenant will, at no cost to Tenant, and without expense to Lender, do, execute, acknowledge and deliver all and every such further acts as Lender shall, from time to time, require, for filing, registering or recording this Agreement.

17. Limitations on Lender’s Liability. Tenant acknowledges that Lender is obligated only to Landlord to make the Loan upon the terms and subject to the conditions set forth in the Loan Agreement. In the event any Lender or any Transferee succeeds to the interests of Landlord under the Lease (the “**Subsequent Landlord**”), Tenant shall look only to the estate and property of any such Subsequent Landlord in the Property for the satisfaction of Tenant’s remedies for the collection of a judgment (or other judicial process) in the event of any default by any Subsequent Landlord as landlord under the Lease, and no other property or assets of any Subsequent Landlord shall be subject to levy, execution, or other enforcement procedure for the satisfaction of Tenant’s remedies under or with respect to the Lease.

18. Right of First Refusal. Tenant’s first right of refusal to purchase its leased premises pursuant to Section 34 of the Lease (the “**Right of First Refusal**”) is not intended to apply in the event of foreclosure or the conveyance of the Property pursuant to a deed-in-lieu of foreclosure, it being understood however that, notwithstanding any provision in this Agreement which can be construed to the contrary, in no event shall such Right of First Refusal be extinguished by such foreclosure or deed-in-lieu of foreclosure, and such Right of First Refusal shall apply to any subsequent sale by the entity acquiring the property pursuant to such event of foreclosure or deed-in-lieu of foreclosure.



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Shelby Cnty Judge of Probate, AL  
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IN WITNESS WHEREOF, Lender and Tenant have duly executed this Agreement as of the date first above written.

LENDER:

PROTECTIVE LIFE INSURANCE  
COMPANY

By: 

Name: JAMES W SHUPORD

Title: VICE PRESIDENT  
INVESTMENTS

By: 

Name: \_\_\_\_\_

Title: \_\_\_\_\_

TENANT:

O'CHARLEY'S LLC,  
a Tennessee limited liability company

By: 

Anita Adams, Chief Financial Officer

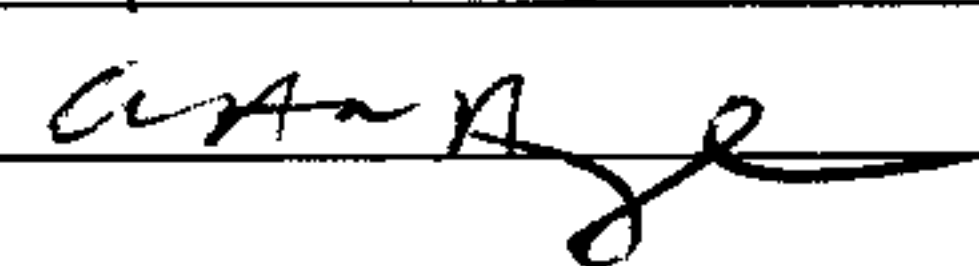
The undersigned accepts and agrees to  
the provisions of Section 4 hereof:


LANDLORD:

HIGHWAY 11/31 LLC,  
a Delaware limited liability company

By: 

Name: William Burton

Title: 

  
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Shelby Cnty Judge of Probate, AL  
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ACKNOWLEDGMENTS

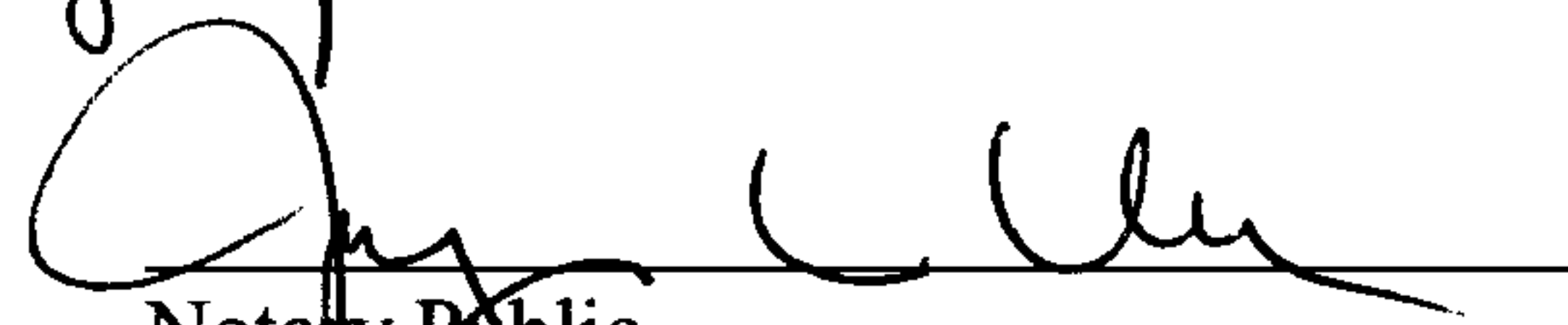


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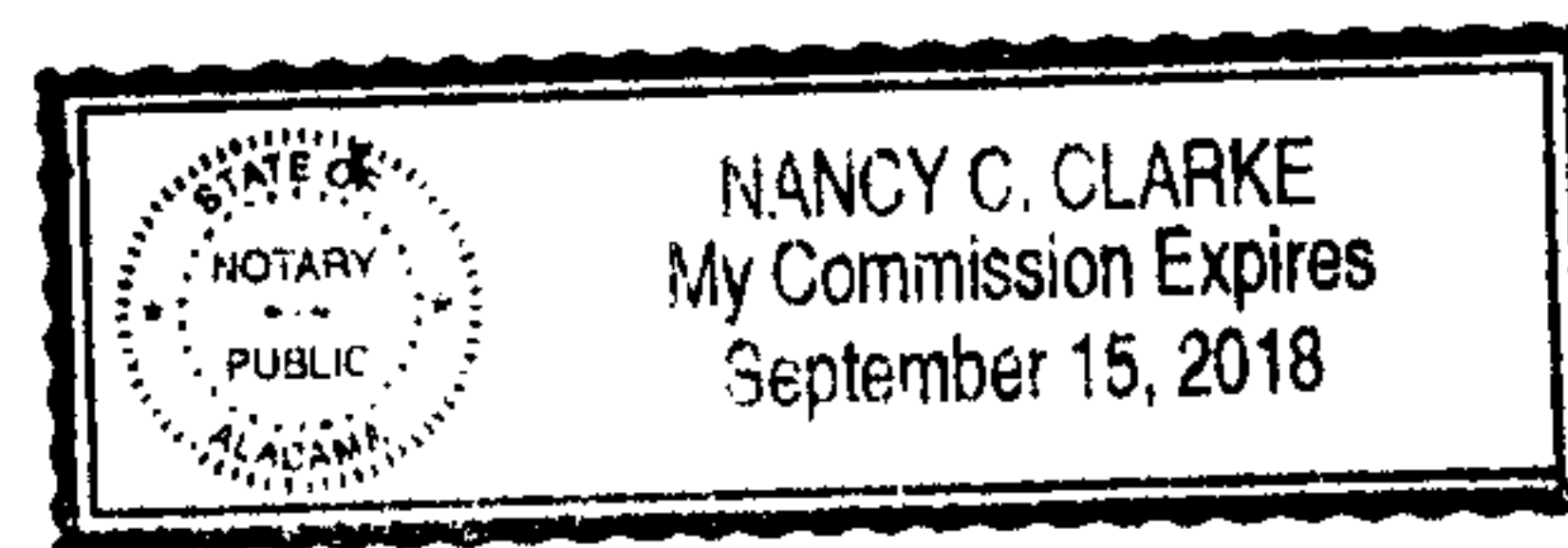
STATE OF Alabama )  
Jefferson COUNTY )

I, the undersigned Notary Public in and for said County in said State, hereby certify that James W. Shuford and \_\_\_\_\_ whose names as V.P. and \_\_\_\_\_, respectively, of PROTECTIVE LIFE INSURANCE COMPANY, a(n) TN corporation, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of such instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 23<sup>rd</sup> day of July, 2015.

  
Notary Public  
My Commission Expires: \_\_\_\_\_

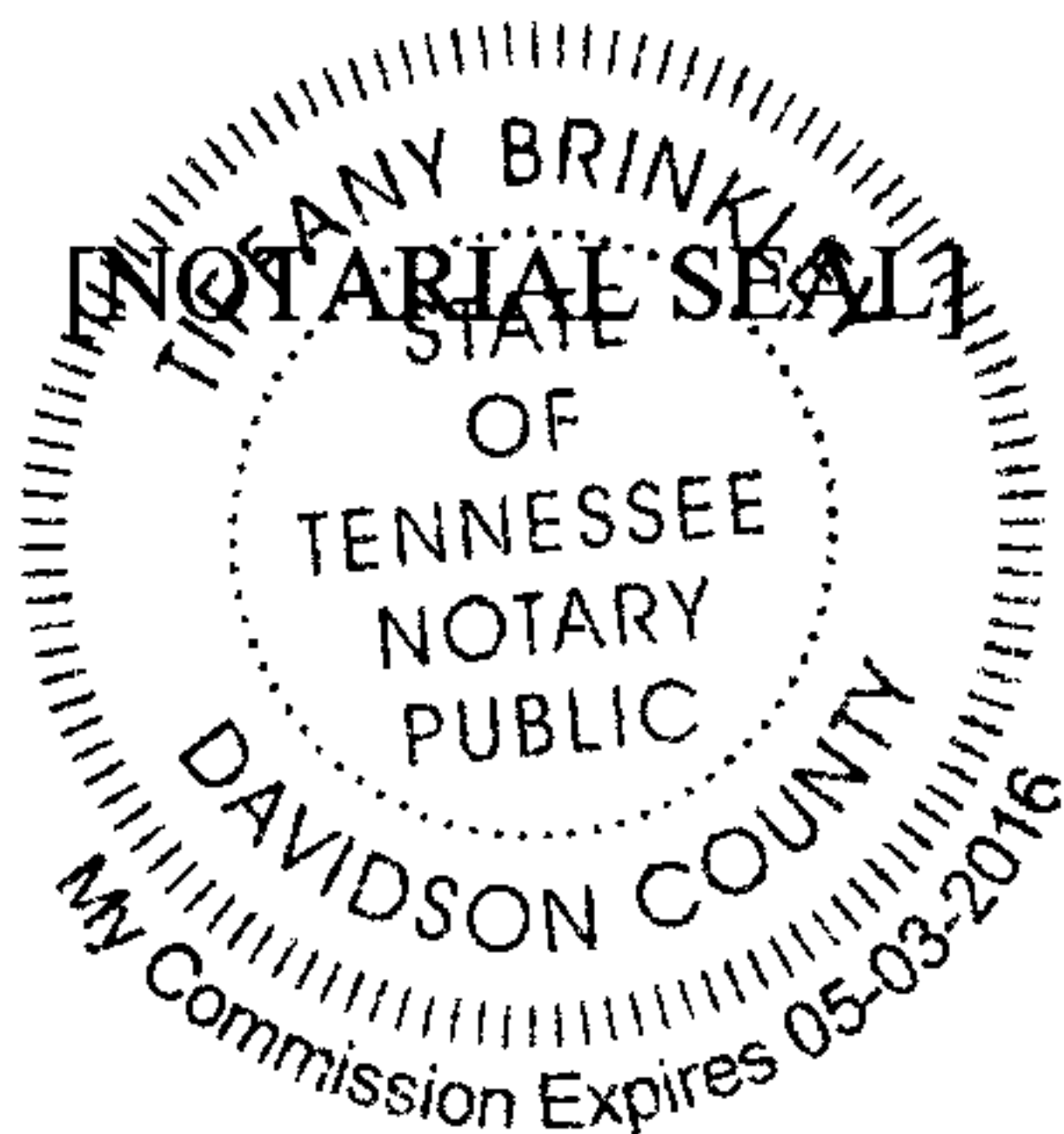
[NOTARIAL SEAL]

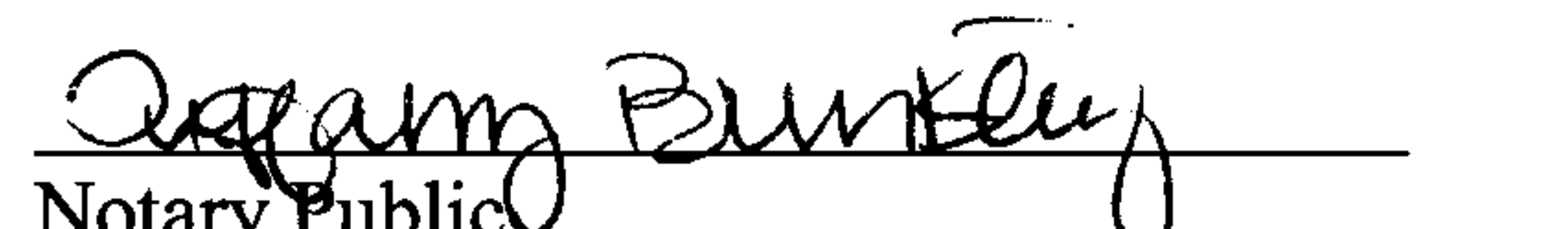


STATE OF TENNESSEE )  
 )  
DAVIDSON COUNTY )

I, the undersigned Notary Public in and for said County in said State, hereby certify that Anita Adams, whose name as Chief Financial Officer of O'CHARLEY'S LLC, a Tennessee 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 such instrument, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 7<sup>th</sup> day of April, 2015.



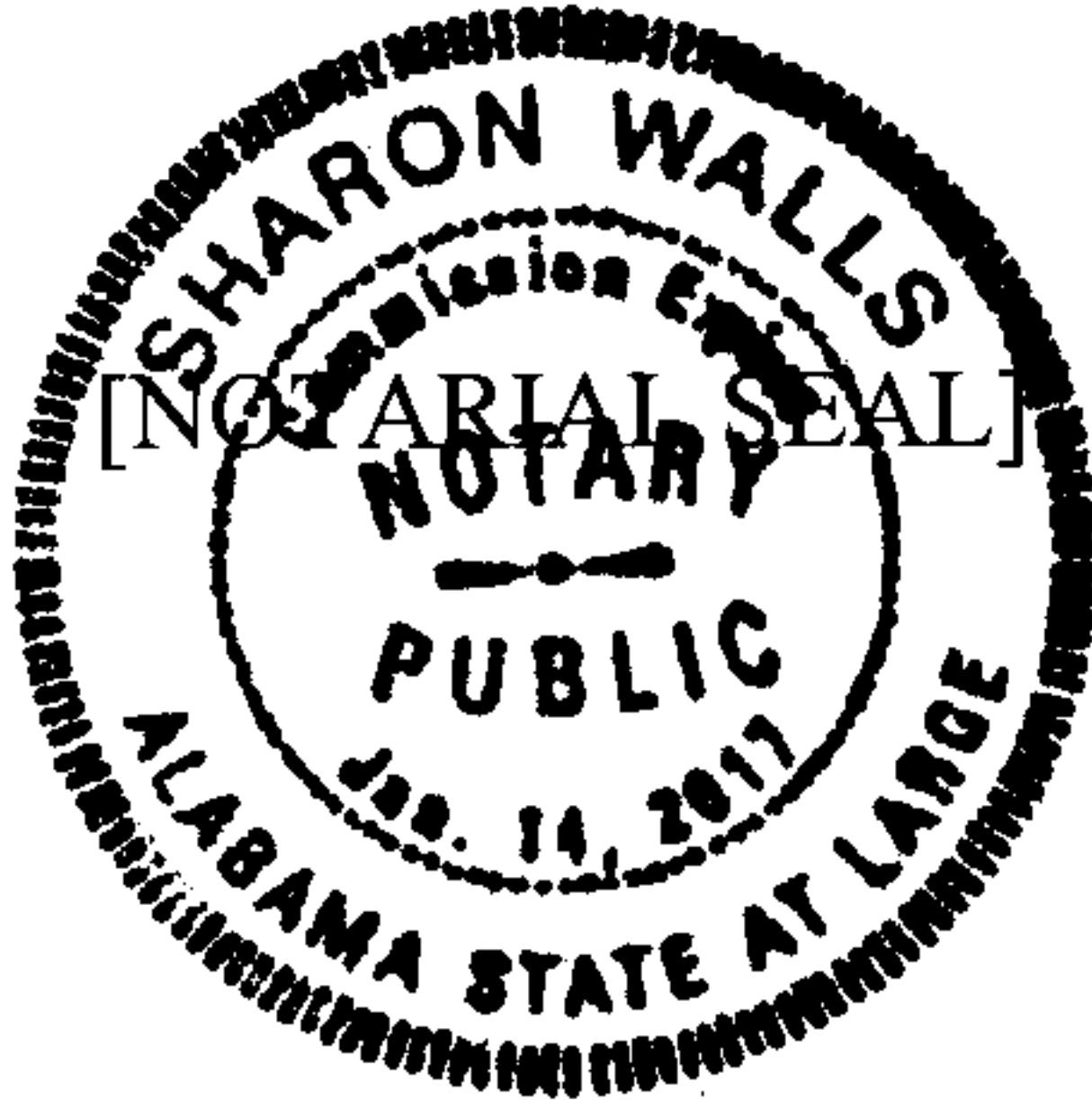
  
Notary Public  
My Commission Expires: May 3, 2016



STATE OF Alabama )  
 )  
Jefferson COUNTY )

I, the undersigned Notary Public in and for said County in said State, hereby certify that William A. Leitner, III, whose name as Manager of HIGHWAY 11/31, LLC, a Delaware limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 8<sup>th</sup> day of May, 2015.




Sharon Walls  
Notary Public  
My Commission Expires: 1/14/17



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## **EXHIBIT A**

### **LEGAL DESCRIPTION**



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#### **Description of Shopping Center**

The Demised Premises are situated within the so-called Colonial Promenade Shopping Center (the "Shopping Center"), to be constructed by Landlord as herein provided, on the Southeast corner of U.S. Highway 31 and Interstate Highway 65 (herein collectively referred to as "the Main Streets") in Alabaster, Alabama. The Shopping Center is the land, together with the buildings and other structures from time to time thereon, shown on the Lease Plan, and is more particularly described as follows (it being understood that the terms "Target Parcel" and "Ground Lease Parcel" shall mean the portions of the Shopping Center so described below and so labeled upon the Lease Plan):


#### **OVERALL LEGAL DESCRIPTION**

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

Commence at the Northeast corner of the Northeast one-quarter of the Northwest one-quarter of said Section and run South 00 degrees 28 minutes 59 seconds West along the East line for a distance of 59.73 feet to a point on the Southernmost right of way line of U.S. Highway 31 (right of way varies) and the POINT OF BEGINNING; 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 a 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 the arc of said curve and along said right of way line 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 in a Southeasterly direction 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 290.64 feet to the point of commencement of a spiral curve to the left; thence run South 19 degrees 23 minutes 39 seconds East for a chord distance of 306.92 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 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; thence run South 68 degrees 29 minutes 48 seconds West along said right of way for a distance of 9.96 feet to the point of commencement of a curve to the left, said curve having a radius of 2411.83 feet, a central angle of 10 degrees 42 minutes 14 seconds, a chord bearing of South 30 degrees 13 minutes 11 seconds East for a chord distance of 449.92 feet; thence run along arc of said curve and along said right of way in a Southeasterly direction for a distance of 450.57 feet; thence leaving said right of way, run South 14 degrees 14 minutes 05 seconds West for a distance of 196.57 feet; thence run South 41 degrees 36 minutes 27 seconds West for a distance of 23.06 feet; thence run South 02 degrees 27 minutes 46 seconds East for a distance of 36.91 feet to the Southeast corner or the Southwest one-quarter of the Northeast one-quarter of said Section; thence 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; 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 445.56 feet; thence run North 64 degrees 14 minutes 34 seconds West along said right of way for a distance of 126.44 feet; thence run North 24 degrees 35 minutes 31 seconds West along said right of way for a distance of 344.56 feet to the point of commencement of a curve to the right, said curve having a radius of 3669.72 feet, a central angle of 10 degrees 59 minutes 37 seconds, a chord bearing of North 19 degrees 07 minutes 40 seconds West for a chord distance of 703.05 feet; thence run along arc of said curve and along said right of way in a Northwesterly direction for a distance of 704.13 feet; thence run North 01 degrees 24 minutes 20 seconds East along said right of way for a distance of 151.25 feet; thence leaving said right of way, run South 89 degrees 27 minutes 02 seconds East for a distance of 473.77 feet; thence run North 00 degrees 28 minutes 59 seconds East for a distance of 715.47 feet to the POINT OF BEGINNING. Said parcel contains 2,394,244 square feet or 54.96 acres more or less.



**LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCELS:**

  
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Shelby Cnty Judge of Probate, AL  
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Penney Tract:

A parcel of land situated in part of the Southeast 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 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 379.31 feet; thence run North 69 degrees 47 minutes 27 seconds East for a distance of 135.72 feet; thence run North 20 degrees 12 minutes 33 seconds West for a distance of 207.90 feet; thence run North 69 degrees 47 minutes 27 seconds East for a distance of 241.45 feet; thence run North 20 degrees 12 minutes 33 seconds West for a distance of 20.00 feet; thence run North 69 degrees 47 minutes 27 seconds East for a distance of 145.77 feet to a point on a curve to the left, said curve having a radius of 287.00 feet, a central angle of 24 degrees 23 minutes 29 seconds, a chord bearing of South 42 degrees 38 minutes 39 seconds East for a chord distance of 121.26 feet; thence run along arc of said curve for a distance of 122.18 feet; thence run South 35 degrees 10 minutes 03 seconds West for a distance of 50.00 feet to the point of commencement of a curve to the left, said curve having a radius of 337.00 feet, a central angle of 44 degrees 47 minutes 15 seconds, a chord bearing of South 77 degrees 13 minutes 34 seconds East for a chord distance of 256.77 feet; thence run along arc of said curve for a distance of 263.43 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 left, said curve having a radius of 2411.83 feet, a central angle of 00 degrees 27 minutes 46 seconds, a chord bearing of South 26 degrees 20 minutes 38 seconds East for a chord distance of 19.48 feet; thence run along arc of said curve and along said right of way for a distance of 19.48 feet; thence run South 63 degrees 25 minutes 29 seconds West for a distance of 37.52 feet; thence run South 02 degrees 07 minutes 39 seconds West for a distance of 297.41 feet to the point of commencement of a curve to the left, said curve having a radius of 25.00 feet, a central angle of 90 degrees 00 minutes 22 seconds, a chord bearing of South 42 degrees 52 minutes 33 seconds East for a chord distance of 35.36 feet; thence run along arc of said curve for a distance of 39.27 feet; thence run South 87 degrees 52 minutes 44 seconds East for a distance of 209.94 feet; thence run South 14 degrees 14 minutes 05 seconds West for a distance of 172.16 feet; thence run South 41 degrees 36 minutes 27 seconds West for a distance of 23.06 feet; thence run South 02 degrees 27 minutes 46 seconds East for a distance of 36.91 feet to the POINT OF BEGINNING. Said parcel contains 440,425 square feet or 10.11 acres more or less.

Target Outlot - Out Parcel 4:

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 379.31 feet; thence run North 69 degrees 47 minutes 27 seconds East for a distance of 135.72 feet; thence run North 20 degrees 12 minutes 33 seconds West for a distance of 207.90 feet; thence run North 69 degrees 47 minutes 27 seconds East for a distance of 241.45 feet; thence run North 20 degrees 12 minutes 33 seconds West for a distance of 20.00 feet; thence run North 69 degrees 47 minutes 27 seconds East for a distance of 145.77 feet to a point on a curve to the right, said curve having a radius of 287.00 feet, a central angle of 07 degrees 01 minutes 01 seconds, a chord bearing of North 26 degrees 56 minutes 38 seconds West for a chord distance of 35.13 feet; thence run along arc of said curve for a distance of 35.15 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 BEGINNING; thence run along last described course for a distance of 301.00 feet to the point of commencement of a curve to the left, said curve having a radius of 20.00 feet, a central angle of 89 degrees 58 minutes 58 seconds, a chord bearing of South 65 degrees 13 minutes 04 seconds East 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 69 degrees 47 minutes 27 seconds East for a distance of 202.12 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 for a distance of 197.87 feet to the point of commencement of a spiral curve; thence run South 18 degrees 10 minutes 10 seconds East for a chord distance of 53.16 feet; thence leaving said right of way, run South 69 degrees 47 minutes 27 seconds West for a distance of 189.54 feet to the point of commencement of a curve to the left, said curve having a radius of 30.00 feet, a central angle of 90 degrees 01 minutes 02 seconds, a chord bearing of South 24





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degrees 46 minutes 56 seconds West for a chord distance of 42.43 feet; thence run along arc of said curve for a distance of 47.13 feet to the POINT OF BEGINNING. Said parcel contains 55,879 square feet or 1.28 acres more or less.

Main Target Tract:

A parcel of land situated in part of the Southwest one-quarter of the Northeast one-quarter, Southeast one-quarter of the Northwest 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 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; 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 to the POINT OF BEGINNING; thence run along last described course and along said right of way for a distance of 142.09 feet; thence run North 64 degrees 14 minutes 34 seconds West along said right of way for a distance of 126.44 feet; thence run North 24 degrees 35 minutes 31 seconds West along said right of way for a distance of 344.56 feet; thence leaving said right of way, run North 38 degrees 23 minutes 35 seconds East for a distance of 214.72 feet to the point of commencement of a curve to the left, said curve having a radius of 330.92 feet, a central angle of 38 degrees 45 minutes 12 seconds, a chord bearing of South 89 degrees 41 minutes 18 seconds East for a chord distance of 219.59 feet; thence run along arc of said curve for a distance of 223.83 feet; thence run North 69 degrees 47 minutes 27 seconds East for a distance of 491.83 feet; thence run South 20 degrees 12 minutes 33 seconds East for a distance of 20.00 feet; thence run North 69 degrees 47 minutes 27 seconds East for a distance of 11.01 feet; thence run South 20 degrees 13 minutes 35 seconds East for a distance of 112.17 feet; thence run North 69 degrees 46 minutes 25 seconds East for a distance of 50.00 feet; thence run South 20 degrees 13 minutes 35 seconds East for a distance of 443.01 feet; thence run South 69 degrees 47 minutes 27 seconds West for a distance of 343.11 feet; thence run South 58 degrees 46 minutes 41 seconds West for a distance of 30.56 feet; thence run South 69 degrees 47 minutes 27 seconds West for a distance of 273.86 feet; thence run South 20 degrees 12 minutes 33 seconds East for a distance of 30.00 feet; thence run South 69 degrees 47 minutes 27 seconds West for a distance of 169.72 feet to the POINT OF BEGINNING. Said parcel contains 528,285 square feet or 12.13 acres more or less.