

After Recording, Return to:

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07/30/2015 01:29:34 PM FILED/CERT

CANTOR COMMERCIAL REAL ESTATE LENDING, LP
110 EAST 59TH STREET, 6TH FLOOR
NEW YORK, NY 10022
Attn: JILL WEINSTEIN/DON HABER

20150611000577950 1/37
Bk: LR201513 Pg:15576
Jefferson County, Alabama
I certify this instrument filed on:
06/11/2015 10:49:50 AM AGREE
Judge of Probate- Alan L. King

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT is entered into as of the 14th day of January, 2013, between Cantor Commercial Real Estate Lending, L.P., a Delaware limited partnership, with a place of business at 110 East 59th Street, 6th Floor, New York, New York 10022 ("Mortgagee"), and Academy, Ltd., a Texas limited partnership, having an office at 1800 North Mason Road, Katy, Texas, 77449 ("Tenant").

Recitals

A. Mortgagee has made a loan to Highway 150, LLC, an Alabama limited liability company ("Landlord") in the original principal amount of \$17,000,000.00 (the "Loan").

B. Mortgagee is the holder of a mortgage or deed of trust securing the Loan (the "Mortgage") covering that certain parcel of land owned by Landlord and described on Exhibit A attached hereto and made a part hereof, together with the improvements erected thereon, commonly known as "Colonial Promenade" (the "Shopping Center").

C. By a certain Lease entered into between Landlord and Tenant, dated as of March 6, 2001 (which lease, as the same may have been amended and supplemented as of the date hereof, is hereinafter called the "Lease"), covering approximately 54,753 square feet of space located in the Shopping Center (the "Premises").

D. A copy of the Lease has been delivered to Mortgagee, the receipt of which is hereby acknowledged.

E. The parties hereto desire to effect the subordination of the Lease to the Mortgage and to provide for the non-disturbance of Tenant by the holder of the Mortgage or any purchaser under a foreclosure or deed in lieu thereof.

Agreement

In consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. Mortgagee hereby consents to and approves the Lease and all of the terms and conditions thereof.

✓

2. Tenant covenants and agrees with Mortgagee that the Lease is hereby made and shall continue hereafter to be subject and subordinate to the lien of the Mortgage, and to all modifications and extensions thereof, with the same force and effect as if the Mortgage had been executed and delivered prior to the execution and delivery of the Lease and without regard to the order of priority of recording the Mortgage, subject, however, to the provisions of this Agreement.

3. Tenant certifies that the Lease is presently in full force and effect and unmodified and Tenant as of this date has no knowledge of any default, charge, lien or claim of offset under the Lease.

4. Mortgagee agrees that, so long as Tenant is not in default under the Lease:

(a) Tenant shall not be named or joined as a party or otherwise in any suit, action or proceeding for foreclosure by the Mortgagee or to enforce any rights under the Mortgage or the Loan or, if Tenant must by law be named in such action, no recovery or lease termination will be sought as a result of such suit, action or proceeding.

(b) The possession by Tenant of the Premises and Tenant's rights under the Lease shall not be disturbed, affected or impaired by (i) any suit, action or proceeding under the Mortgage or the Loan or for foreclosure under the Mortgage, or any other enforcement of any rights under the Mortgage or any other documents pertaining to the Loan, (ii) any judicial or non-judicial foreclosure, sale or execution of the Premises or the Shopping Center, or any deed given in lieu of foreclosure, or (iii) any default under the Mortgage or the Loan.

(c) All condemnation awards and insurance proceeds paid or payable with respect to the Premises or any other part of the Shopping Center and received by Mortgagee shall be applied and paid in the manner set forth in the Lease.

(d) Neither the Mortgage nor any other security instrument executed in connection with the Loan shall cover or be construed as subjecting in any manner to the lien thereof any trade fixtures, signs or other personal property at any time furnished or installed by or for Tenant in or on the Premises.

5. If Mortgagee or any future holder of the Mortgage or any other transferee under the Mortgage shall become the owner of the Shopping Center or any part thereof by reason of foreclosure of the Mortgage, or if the Shopping Center or any part thereof shall be sold as a result of any action or proceeding to foreclose the Mortgage, or by transfer of ownership by deed given in lieu of foreclosure, the Lease shall continue in full force and effect, without necessity for executing any new lease, as a direct lease between Tenant and the then owner of the Shopping Center as "Landlord" under the Lease, upon all of the same terms, covenants and provisions contained in the Lease, and in such event:

(a) Tenant shall be bound to such new owner under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including also any extension periods, if Tenant elects or has elected to exercise its option to extend the term) and Tenant hereby agrees to attorn to such new owner and to recognize such new owner as "Landlord" under the Lease; and

(b) Such new owner shall be bound to Tenant under and hereby assumes all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including also any extension periods, if Tenant elects or has elected to exercise its option to extend the term), and Tenant shall, from and after the date such new owner succeeds to the interest of "Landlord" under the Lease, have the same remedies against such new owner for the breach of any covenant contained in the Lease; provided, however, that such new owner shall not (i) be bound by any rent or additional rent which Tenant might have paid for more than one month in advance to any prior landlord (including Landlord), or (ii) be personally liable for any breach of the Lease by or other act or omission of any prior landlord (including Landlord) or (iii) be bound by any amendment or modification of the Lease made without Mortgagee's consent which would reduce fixed annual rent or any other monetary obligation of Tenant under the Lease.


6. Any notices or communications given under this Agreement shall be in writing and shall be deemed given on the earlier of actual receipt or three (3) days after deposit in the U.S. Mail, by registered or certified mail, return receipt requested, postage prepaid, at the respective addresses set forth above, or at such other address as the party entitled to notice may designate by written notice as provided herein.

7. This Agreement shall bind and inure to the benefit the parties hereto and their respective successors and assigns.

8. This Agreement contains the entire agreement between the parties and cannot be changed, modified, waived or canceled except by an agreement in writing executed by the parties against whom enforcement of such modification, change, waiver or cancellation is sought.

9. This Agreement and the covenants contained herein shall run with and shall bind the land on which the Shopping Center is located.

[Signature Pages Follows]



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[Mortgagee Signature Page to SNDA]

EXECUTED as of the date first written above.

MORTGAGEE:

CANTOR COMMERCIAL REAL ESTATE
LENDING, L.P., a Delaware limited partnership

By: 
Name: Lawrence Britvan
Title: Senior Managing Director
CCRE


STATE OF NY §
COUNTY OF NY §

This instrument was acknowledged before me this 17th day of January, 2013, by Lawrence Britvan, Sr. Managing Dir of Cantor Commercial Real Estate Lending, L.P., a Delaware limited partnership, on behalf of said limited partnership.


Notary Public, State of NY

W. Turner Booth
Notary Public, State of New York
No. 02BO6270194
Qualified in New York County
Certificate Filed in New York County
Commission Expires October 15, 2016

Colonial Promenade Academy SNDA


20150730000261700 4/37 \$122.00
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[Tenant Signature Page to SNDA]

TENANT:

ACADEMY, LTD., a Texas limited partnership

By: Academy Managing Co., L.L.C., a Texas
limited liability company, its general partner

By: Ken Attaway
Name: Ken Attaway
Title: EVP Operations

STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

This instrument was acknowledged before me this 10 day of January, 2013, by Ken Attaway, Executive Vice President - Operations of Academy Managing Co., L.L.C., a Texas limited liability company, general partner of Academy, Ltd., a Texas limited partnership, on behalf of said limited liability company and limited partnership.



Lori Lynne Khordaji
Notary Public, State of Texas

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EXHIBIT A

WALTER SCHOEL ENGINEERING COMPANY, INC.

CONSULTING ENGINEERS
1001 22ND STREET SOUTH
BIRMINGHAM, ALABAMA 35205
PHONE (205) 323-8886
FAX (205) 328-2252
WWW.SCHOEL.COM


LEGAL DESCRIPTION
PARCEL "D"
PROMENADE AT HOOVER

A parcel of land being situated in the SW 1/4 of the SW 1/4 of Section 23, Township 19 South, Range 3 West, Jefferson County, Alabama, being more particularly described as follows:

Commence at the Southwest Corner of Section 23, Township 19 South, Range 3 West and run in an Easterly direction along the South line of said Section 23 a distance of 67.02 feet to a point on the Southeasterly Right-of-Way line of Alabama Highway 150; thence 87°49'59" to the left in a Northerly direction along the Southeasterly Right-of-Way line of said Alabama Highway 150 a distance of 18.99 feet to a point; thence 49°21'59" to the right in a Northeasterly direction along the Southeasterly Right-of-Way line of said Alabama Highway 150 a distance of 546.65 feet to the POINT OF BEGINNING of the parcel herein described; thence continue along the last described course in a Northeasterly direction along the Southeasterly Right-of-Way line of said Alabama Highway 150 a distance of 78.64 feet to a point; thence 0°56'02" to the right in a Northeasterly direction along the Southeasterly Right-of-Way line of said Alabama Highway 150 a distance of 99.23 feet to a point; thence 89°30'03" to the right in a Southeasterly direction (leaving said Alabama Highway 150 Right-of-Way line) a distance of 261.92 feet to a point; thence 90°00'00" to the right in a Southwesterly direction a distance of 197.50 feet to the P.C. (Point of Curve) of a curve to the right having a radius of 20.00 feet and a central angle of 47°11'00"; thence in a Southwesterly and Westerly direction along the arc of said curve a distance of 16.47 feet to a point; thence 51°54'25" to the right (Angle Measured to Tangent) in a Northwesterly direction a distance of 13.77 feet to a point; thence 9°05'25" to the left in a Northwesterly direction a distance of 214.81 feet to a point; thence 49°34'25" to the right in a Northeasterly direction a distance of 42.21 feet to a point on the Southeasterly Right-of-Way line of Alabama Highway 150 and the Point of Beginning. Subject to any rights-of-way or easements which may exist.

Containing 1.255 acres.

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WALTER SCHOEL ENGINEERING COMPANY, INC.

CONSULTING ENGINEERS
1001 22ND STREET SOUTH
BIRMINGHAM, ALABAMA 35205
PHONE (205) 323-8888
FAX (205) 328-2252
WWW.SCHOEL.COM

LEGAL DESCRIPTION
PARCEL "E"
PROMENADE AT HOOVER

A parcel of land being situated in the SW 1/4 of the SW 1/4 of Section 23, Township 19 South, Range 3 West, Jefferson County, Alabama, being more particularly described as follows:

Commence at the Southwest Corner of Section 23, Township 19 South, Range 3 West and run in an Easterly direction along the South line of said Section 23 a distance of 67.02 feet to a point on the Southeasterly Right-of-Way line of Alabama Highway 150; thence 87°49'59" to the left in a Northerly direction along the Southeasterly Right-of-Way line of said Alabama Highway 150 a distance of 18.99 feet to a point; thence 49°21'59" to the right in a Northeasterly direction along the Southeasterly Right-of-Way line of said Alabama Highway 150 a distance of 625.29 feet; thence 0°56'02" to the right in a Northeasterly direction along the Southeasterly Right-of-Way line of said Alabama Highway 150 a distance of 99.23 feet to the POINT OF BEGINNING of the parcel herein described; thence continue along the last described course in a Northeasterly direction along the Southeasterly Right-of-Way line of said Alabama Highway 150 a distance of 200.31 feet to a point; thence 0°54'17" to the left in a Northeasterly direction along the Southeasterly Right-of-Way line of said Alabama Highway 150 a distance of 9.70 feet to a point; thence 90°24'20" to the right in a Southeasterly direction (leaving said Alabama Highway 150 Right-of-Way line) a distance of 260.24 feet to a point; thence 90°00'00" to the right in a Southwesterly direction a distance of 210.00 feet to a point; thence 90°00'00" to the right in a Northwesterly direction a distance of 261.92 feet to a point on the Southeasterly Right-of-Way line of Alabama Highway 150 and the Point of Beginning. Subject to any rights-of-way or easements which may exist.

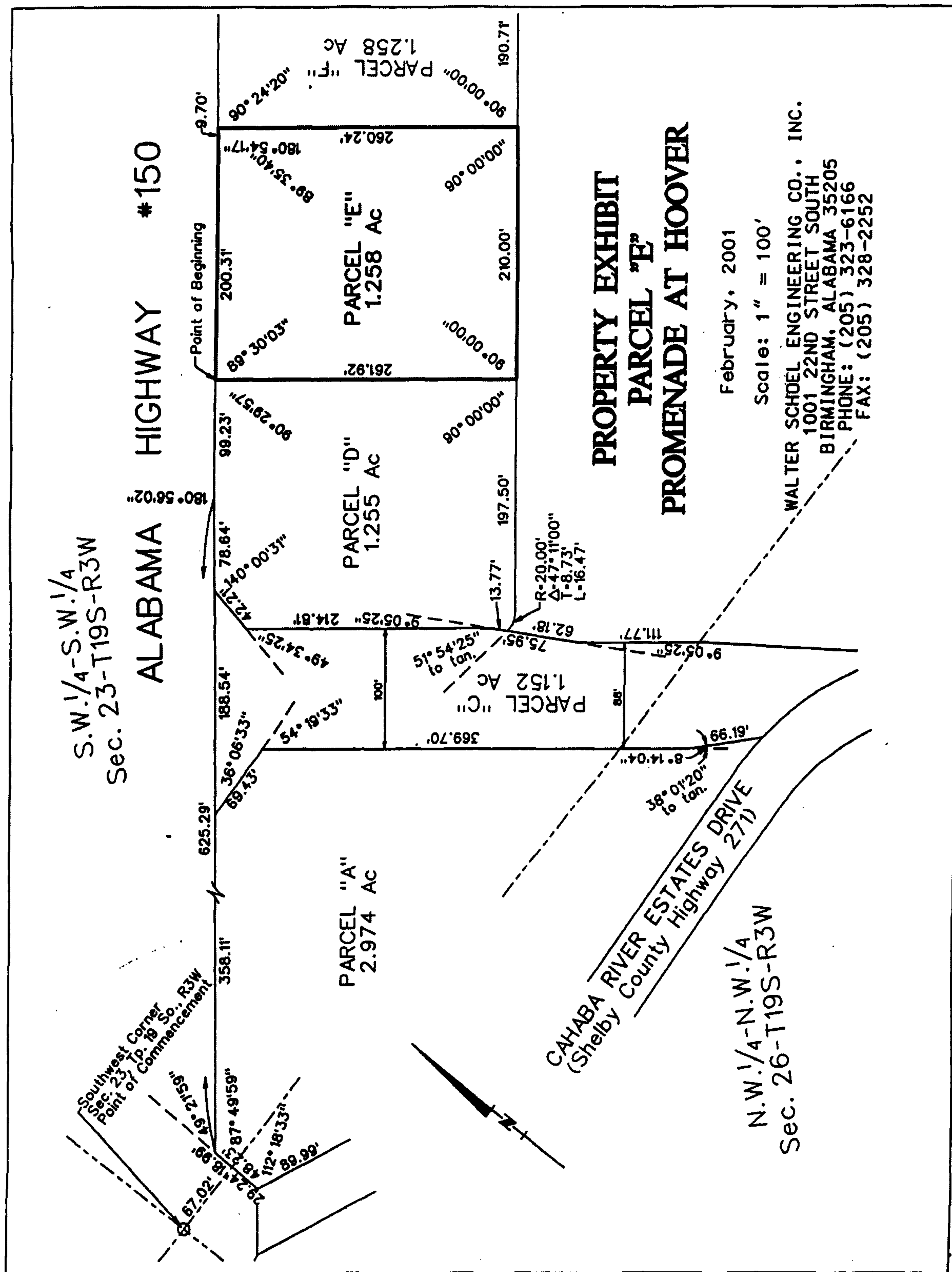
Containing 1.258 acres.

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WALTER SCHOEL ENGINEERING COMPANY, INC.

CONSULTING ENGINEERS
1001 22ND STREET SOUTH
BIRMINGHAM, ALABAMA 35205
PHONE (205) 323-0888
FAX (205) 328-2252
WWW.SCHOEL.COM


LEGAL DESCRIPTION
PARCEL "F" (REV)
PROMENADE AT HOOVER

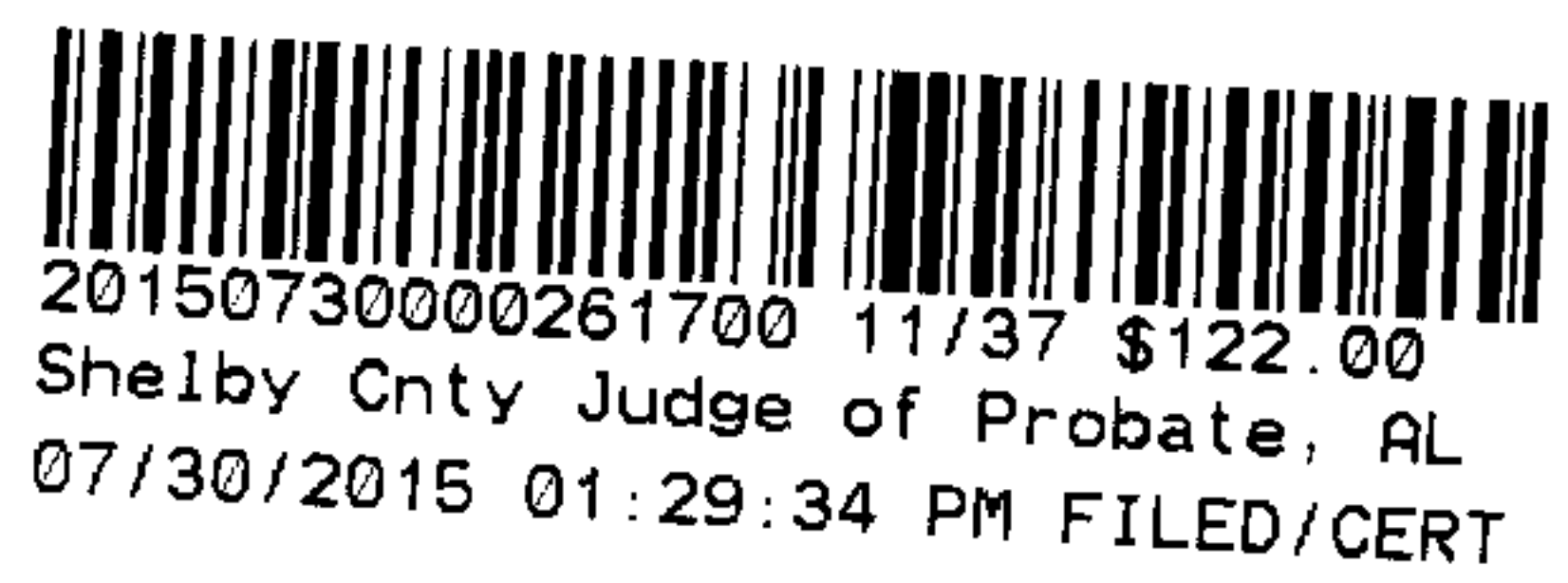
A parcel of land being situated in the SW 1/4 of the SW 1/4 of Section 23, Township 19 South, Range 3 West, Jefferson County, Alabama, being more particularly described as follows:

Commence at the Southwest Corner of Section 23, Township 19 South, Range 3 West and run in an Easterly direction along the South line of said Section 23 a distance of 67.02 feet to a point on the Southeasterly Right-of-Way line of Alabama Highway 150; thence $87^{\circ}49'59''$ to the left in a Northerly direction along the Southeasterly Right-of-Way line of said Alabama Highway 150 a distance of 18.99 feet to a point; thence $49^{\circ}21'59''$ to the right in a Northeasterly direction along the Southeasterly Right-of-Way line of said Alabama Highway 150 a distance of 625.29 feet; thence $0^{\circ}56'02''$ to the right in a Northeasterly direction along the Southeasterly Right-of-Way line of said Alabama Highway 150 a distance of 299.54 feet to a point; thence $0^{\circ}54'17''$ to the left in a Northeasterly direction along the Southeasterly Right-of-Way line of said Alabama Highway 150 a distance of 9.70 feet to the POINT OF BEGINNING of the parcel herein described; thence continue along the last described course in a Northeasterly direction along the Southeasterly Right-of-Way line of said Alabama Highway 150 a distance of 200.71 feet to a point on a curve to the right having a radius of 68.50 feet and a central angle of $31^{\circ}21'22''$; thence $59^{\circ}02'58''$ to the right (Angle Measured to Tangent) in a Southeasterly direction (leaving said Alabama Highway 150 Right-of-Way line) along the arc of said curve a distance of 37.49 feet to the P.T. (Point of Tangent) of said curve; thence in the tangent to said curve in a Southeasterly direction a distance of 181.02 feet to the P.C. (Point of Curve) of a curve to the right having a radius of 45.00 feet and a central angle of $90^{\circ}00'00''$; thence in a Southeasterly, Southerly and Southwesterly direction along the arc of said curve a distance of 70.69 feet to the P.T. (Point of Tangent) of said curve; thence in the tangent to said curve in a Southwesterly direction a distance of 165.71 feet to a point; thence $90^{\circ}00'00''$ to the right in a Northwesterly direction a distance of 260.24 feet to a point on the Southeasterly Right-of-Way line of Alabama Highway 150 and the Point of Beginning. Subject to any rights-of-way or easements which may exist.

Containing 1.250 acres.

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WALTER SCHOEL ENGINEERING COMPANY, INC.

CONSULTING ENGINEERS
1001 22ND STREET SOUTH
BIRMINGHAM, ALABAMA 35205
PHONE (205) 323-6166
FAX (205) 328-2252
WWW.SCHOEL.COM

LEGAL DESCRIPTION
PARCEL "G"
PROMENADE AT HOOVER

A parcel of land being situated in the SE 1/4 of the SW 1/4 of Section 23, Township 19 South, Range 3 West, Jefferson County, Alabama, being more particularly described as follows:

Commence at the Southwest Corner of Section 23, Township 19 South, Range 3 West and run in an Easterly direction along the South line of said Section 23 a distance of 67.02 feet to a point on the Southeasterly Right-of-Way line of Alabama Highway 150; thence $87^{\circ}49'59''$ to the left in a Northerly direction along the Southeasterly Right-of-Way line of said Alabama Highway 150 a distance of 18.99 feet to a point; thence $49^{\circ}21'59''$ to the right in a Northeasterly direction along the Southeasterly Right-of-Way line of said Alabama Highway 150 a distance of 625.29 feet; thence $0^{\circ}56'02''$ to the right in a Northeasterly direction along the Southeasterly Right-of-Way line of said Alabama Highway 150 a distance of 299.54 feet to a point; thence $0^{\circ}54'17''$ to the left in a Northeasterly direction along the Southeasterly Right-of-Way line of said Alabama Highway 150 a distance of 499.83 feet to a point; thence $2^{\circ}43'24''$ to the left in a Northeasterly direction along the Southeasterly Right-of-Way line of said Alabama highway 150 a distance of 154.78 feet; thence $1^{\circ}56'55''$ to the right in a Northeasterly direction along the Southeasterly Right-of-Way line of said Alabama Highway 150 a distance of 178.07 feet to the POINT OF BEGINNING of the parcel herein described; thence continue along the last described course in a Northeasterly direction along the Southeasterly Right-of-Way line of said Alabama Highway 150 a distance of 67.81 feet to a point; thence $1^{\circ}35'36''$ to the right in a Northeasterly direction along said Southeasterly Right-of-Way line of Alabama Highway 150 a distance of 104.28 feet to a point on a curve to the right having a radius of 63.50 feet and a central angle of $55^{\circ}37'14''$; thence $33^{\circ}57'59''$ to the right (Angle Measured to Tangent) in a Southeasterly direction (leaving said Alabama Highway 150 Right-of-Way line) along the arc of said curve a distance of 61.64 feet to the P.T. (Point of Tangent) of said curve; thence in the tangent to said curve in a Southeasterly direction a distance of 4.22 feet to the P.C. (Point of Curve) of a curve to the left having a radius of 385.50 feet and a central angle of $9^{\circ}00'49''$; thence in a




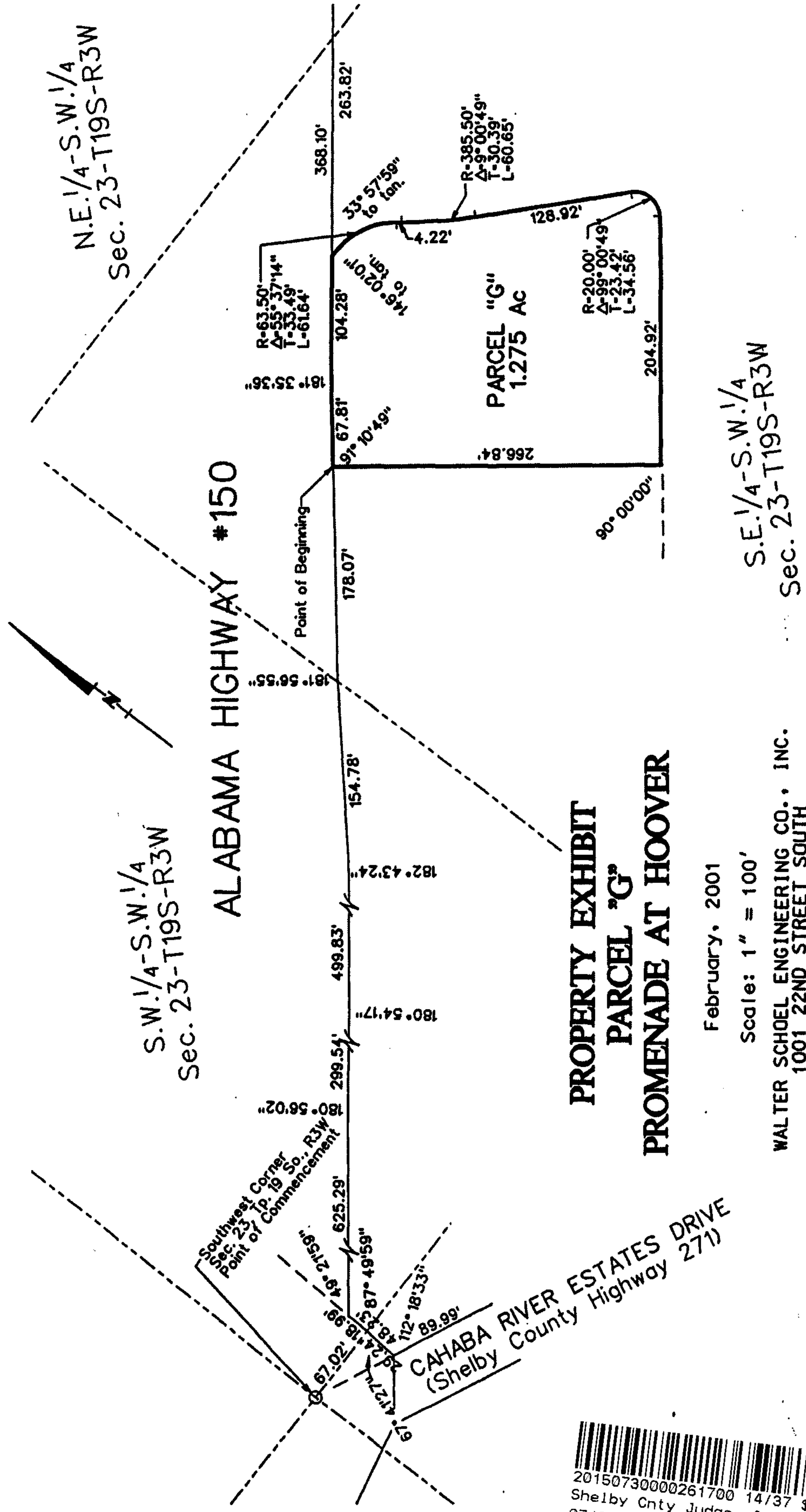
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Southeasterly direction along the arc of said curve a distance of 60.65 feet to the P.T. (Point of Tangent) of said curve; thence in the tangent to said curve in a Southeasterly direction a distance of 128.92 feet to the P.C. (Point of Curve) of a curve to the right having a radius of 20.00 feet and a central angle of $99^{\circ}00'49''$; thence in a Southeasterly, Southerly and Southwesterly direction along the arc of said curve a distance of 34.56 feet to the P.T. (Point of Tangent) of said curve; thence in the tangent to said curve in a Southwesterly direction a distance of 204.92 feet to a point; thence $90^{\circ}00'00''$ to the right in a Northwesterly direction a distance of 266.84 feet to a point on the Southeasterly Right-of-Way line of Alabama Highway 150 and the Point of Beginning. Subject to any rights-of-way or easements which may exist.

Containing 1.275 acres.

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PROPERTY EXHIBIT
PARCEL "G"
PROMENADE AT HOOVER

February, 2001
Scale: 1" = 100'

WALTER SCHOEL ENGINEERING CO., INC.
1001 22ND STREET SOUTH
BIRMINGHAM, ALABAMA 35205
PHONE: (205) 323-6166
FAX: (205) 328-2252

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WALTER SCHOEL ENGINEERING COMPANY, INC.

CONSULTING ENGINEERS
1001 22ND STREET SOUTH
BIRMINGHAM, ALABAMA 35205
PHONE (205) 323-0166
FAX (205) 328-2252
WWW.SCHOEL.COM

LEGAL DESCRIPTION
PARCEL "H"
PROMENADE AT HOOVER

A parcel of land being situated in the NE 1/4 of the SW 1/4 and the SE 1/4 of the SW 1/4 of Section 23, Township 19 South, Range 3 West, Jefferson County, Alabama, being more particularly described as follows:

Commence at the Southwest Corner of Section 23, Township 19 South, Range 3 West and run in an Easterly direction along the South line of said Section 23 a distance of 67.02 feet to a point on the Southeasterly Right-of-Way line of Alabama Highway 150; thence $87^{\circ}49'59''$ to the left in a Northerly direction along the Southeasterly Right-of-Way line of said Alabama Highway 150 a distance of 18.99 feet to a point; thence $49^{\circ}21'59''$ to the right in a Northeasterly direction along the Southeasterly Right-of-Way line of said Alabama Highway 150 a distance of 625.29 feet to a point; thence $0^{\circ}56'02''$ to the right in a Northeasterly direction along the Southeasterly Right-of-Way line of said Alabama Highway 150 a distance of 299.54 feet to a point; thence $0^{\circ}54'17''$ to the left in a Northeasterly direction along the Southeasterly Right-of-Way line of said Alabama Highway 150 a distance of 499.83 feet to a point; thence $2^{\circ}43'24''$ to the left in a Northeasterly direction along the Southeasterly Right-of-Way line of said Alabama highway 150 a distance of 154.78 feet to a point; thence $1^{\circ}56'55''$ to the right in a Northeasterly direction along the Southeasterly Right-of-Way line of said Alabama Highway 150 a distance of 245.88 feet to a point; thence $1^{\circ}35'36''$ to the right in a Northeasterly direction along the Southeasterly Right-of-Way line of said Alabama highway 150 a distance of 368.10 feet to a point on a curve to the left having a radius of 5789.58 feet and a central angle of $0^{\circ}23'49''$; thence $0^{\circ}57'10''$ to the left (Angle Measured to Tangent) in a Northeasterly direction along the Southeasterly Right-of-Way line of said Alabama Highway 150 and the arc of said curve a distance of 40.12 feet to the POINT OF BEGINNING of the parcel herein described, said point being a point on a curve to the left having a radius of 5789.58 feet and a central angle of $1^{\circ}55'11''$; thence continue in a Northeasterly direction along the last described course and the Southeasterly Right-of-Way line of said Alabama Highway 150 and the arc of said curve a distance of 193.98 feet to a point; thence $0^{\circ}27'37''$ to the left (Angle Measured to Tangent) in a Northeasterly

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direction along the Southeasterly Right-of-Way line of said Alabama Highway 150 a distance of 404.84 feet to a point; thence 5°54'31" to the left in a Northeasterly direction along said Southeasterly Right-of-Way line of Alabama Highway 150 a distance of 206.19 feet to a point; thence 5°11'44" to the right in a Northeasterly direction along the Southeasterly Right-of-Way line of said Alabama Highway 150 a distance of 266.58 feet to a point on the East line of the NE 1/4 of the SW 1/4 of said Section 23; thence 131°03'20" to the right in a Southerly direction (leaving said Alabama Highway 150 Right-of-Way line) along the East line of the NE 1/4 of the SW 1/4 of said Section 23 a distance of 798.95 feet to the Southeast Corner of the NE 1/4 of the SW 1/4 of said Section 23; thence 0°17'48" to the right in a Southerly direction along the East line of the SE 1/4 of the SW 1/4 of said Section 23 a distance of 219.78 feet to a point; thence 52°40'38" to the right in a Southwesterly direction (leaving the East line of the SE 1/4 of the SW 1/4 of said Section 23) a distance of 712.24 feet to a point; thence 90°00'00" to the right in a Northwesterly direction a distance of 254.85 feet to a point; thence 90°00'00" to the right in a Northeasterly direction a distance of 239.38 feet to a point; thence 90°00'00" to the left in a Northwesterly direction a distance of 66.00 feet to a point; thence 90°00'00" to the right in a Northeasterly direction a distance of 9.50 feet to a point; thence 90°00'00" to the left in a Northwesterly direction a distance of 195.00 feet to a point; thence 90°00'00" to the right in a Northeasterly direction a distance of 10.26 feet to a point; thence 90°00'00" to the left in a Northwesterly direction a distance of 215.15 feet to a point on the Southeasterly Right-of-Way line of Alabama Highway 150 and the Point of Beginning. Subject to any rights-of-way or easements which may exist.

Containing 14.623 acres.

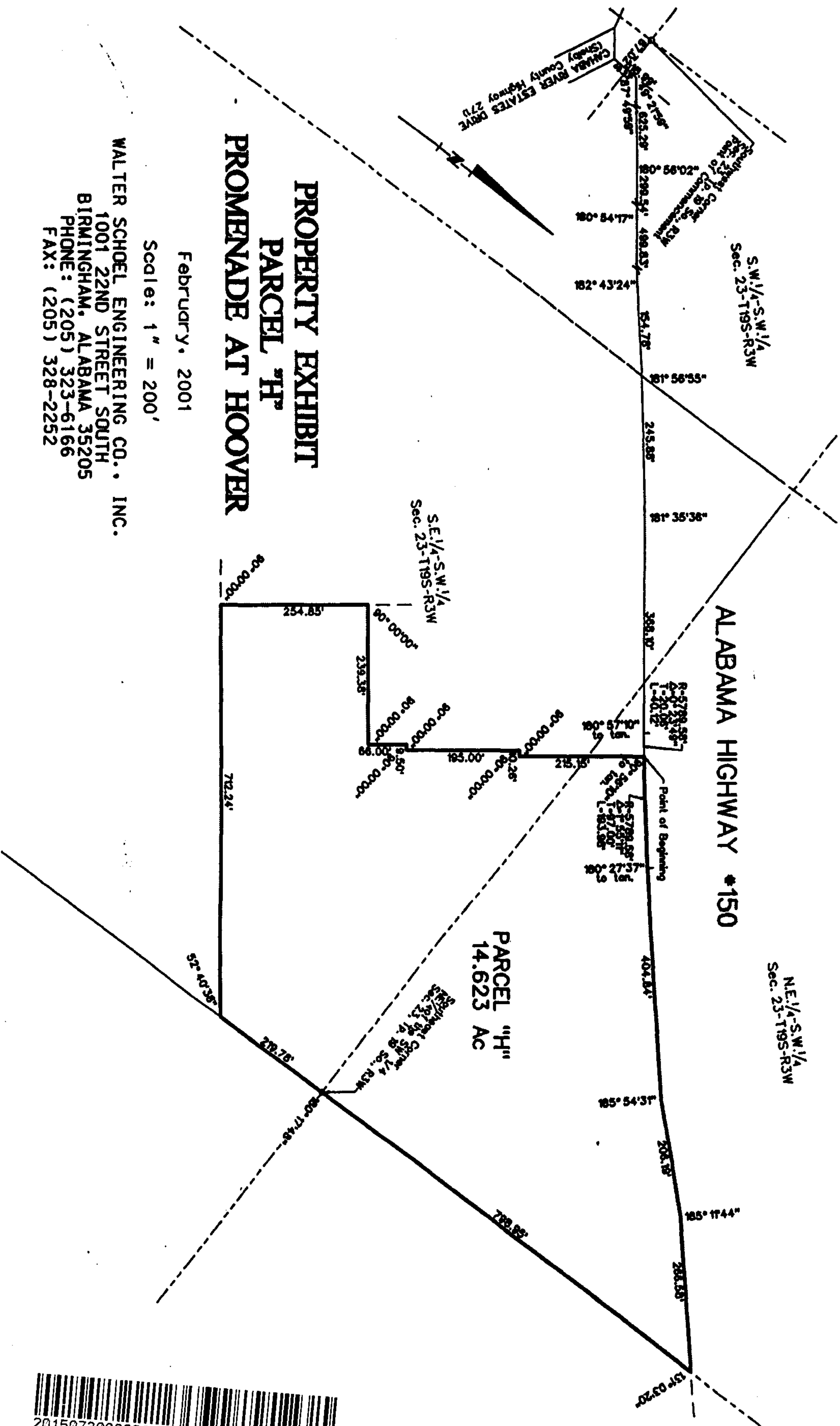
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February, 2001
 Scale: 1" = 200'
 WALTER SCHUEL ENGINEERING CO., INC.
 1001 22ND STREET SOUTH
 BIRMINGHAM, ALABAMA 35205
 PHONE: (205) 323-6166
 FAX: (205) 328-2252

**PROPERTY EXHIBIT
 PARCEL "H"
 PROMENADE AT HOOVER**



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WALTER SCHOEL ENGINEERING COMPANY, INC.

CONSULTING ENGINEERS
1001 22ND STREET SOUTH
BIRMINGHAM, ALABAMA 35205
PHONE (205) 323-6886
FAX (205) 320-2252
WWW.SCHOEL.COM

LEGAL DESCRIPTION
PARCEL "I" (REV)
PROMENADE AT HOOVER

A parcel of land being situated in the SW 1/4 of the SW 1/4 of Section 23, Township 19 South, Range 3 West, and the NW 1/4 of the NW 1/4 of Section 26, Township 19 South, Range 3 West, Jefferson and Shelby County, Alabama, being more particularly described as follows:

Begin at the Northeast Corner of the NW 1/4 of the NW 1/4 of Section 26, Township 19 South, Range 3 West and run in a Southerly direction along the East line of the NW 1/4 of the NW 1/4 of said Section 26 a distance of 43.39 feet to a point; thence $52^{\circ}35'07''$ to the right in a Southwesterly direction (leaving the East line of the NW 1/4 of the NW 1/4 of said Section 26) a distance of 110.62 feet to a point; thence $90^{\circ}00'00''$ to the left in a Southeasterly direction a distance of 144.61 feet to a point on the East line of the NW 1/4 of the NW 1/4 of said Section 26; thence $37^{\circ}24'53''$ to the right in a Southerly direction along the East line of the NW 1/4 of the NW 1/4 of said Section 26 a distance of 29.29 feet to a point; thence $56^{\circ}28'00''$ to the right in a Southwesterly direction (leaving the East line of the NW 1/4 of the NW 1/4 of said Section 26) a distance of 60.92 feet to a point; thence $42^{\circ}08'15''$ to the left in a Southwesterly direction a distance of 70.10 feet to a point on the Northerly Right-of-Way line of Cahaba River Estates Drive (Shelby County Highway 271), said point being on a curve to the left having a radius of 194.86 feet and a central angle of $7^{\circ}52'26''$; thence $90^{\circ}00'00''$ to the right (Angle Measured to Tangent) in a Westerly direction along the Northerly Right-of-Way line of said Cahaba River Estates Drive (Shelby County Highway 271) and the arc of said curve a distance of 26.78 feet to the P.T. (Point of Tangent) of said curve; thence in the tangent to said curve in a Westerly direction along the Northerly Right-of-Way line of said Cahaba River Estates Drive (Shelby County Highway 271) a distance of 168.79 feet to the P.C. (Point of Curve) of a curve to the right having a radius of 230.35 feet and a central angle of $55^{\circ}55'48''$; thence in a Westerly and Northwesterly direction along the Northerly and Northeasterly Right-of-Way line of Cahaba River Estates Drive (Shelby County Highway 271) and the arc of said curve a distance of 224.86 feet to the P.R.C. (Point of Reverse Curve) of a curve to the left having a radius of 239.05 feet and a central angle of



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21°18'57"; thence in a Northwesterly direction along the Northeasterly Right-of-Way line of said Cahaba River Estates Drive (Shelby County Highway 271) and the arc of said curve a distance of 88.93 feet to a point; thence 14°55'16" to the right (Angle Measured to Tangent) in a Northwesterly direction (leaving the Northeasterly Right-of-Way line of said Cahaba River Estates Drive) a distance of 172.70 feet to a point; thence 3°13'34" to the left in a Northwesterly direction a distance of 111.77 feet to a point; thence 9°05'25" to the right in a Northwesterly direction a distance of 62.18 to a point on a curve to the left having a radius of 20.00 feet and a central angle of 47°11'00"; thence 128°05'35" to the right (Angle Measured to Tangent) in an Easterly and Northeasterly direction along the arc of said curve a distance of 16.47 feet to the P.T. (Point of Tangent) of said curve; thence in the tangent to said curve in a Northeasterly direction a distance of 573.21 feet to the P.C. (Point of Curve) of a curve to the left having a radius of 45.00 feet and a central angle of 40°57'42"; thence in a Northeasterly direction along the arc of said curve a distance of 32.17 feet to a point; thence 130°57'42" to the right (Angle Measured to Tangent) in a Southeasterly direction a distance of 307.76 feet to a point; thence 90°00'00" to the left in a Northeasterly direction a distance of 17.21 feet to a point on the East line of the SW 1/4 of the SW 1/4 of said Section 23; thence 127°13'37" to the right in a Southerly direction along the East line of the SW 1/4 of the SW 1/4 of said Section 23 a distance of 288.64 feet to the Southeast Corner of the SW 1/4 of the SW 1/4 of said Section 23 and the Point of Beginning. Subject to any rights-of-way or easements which may exist.

Containing 8.646 acres.

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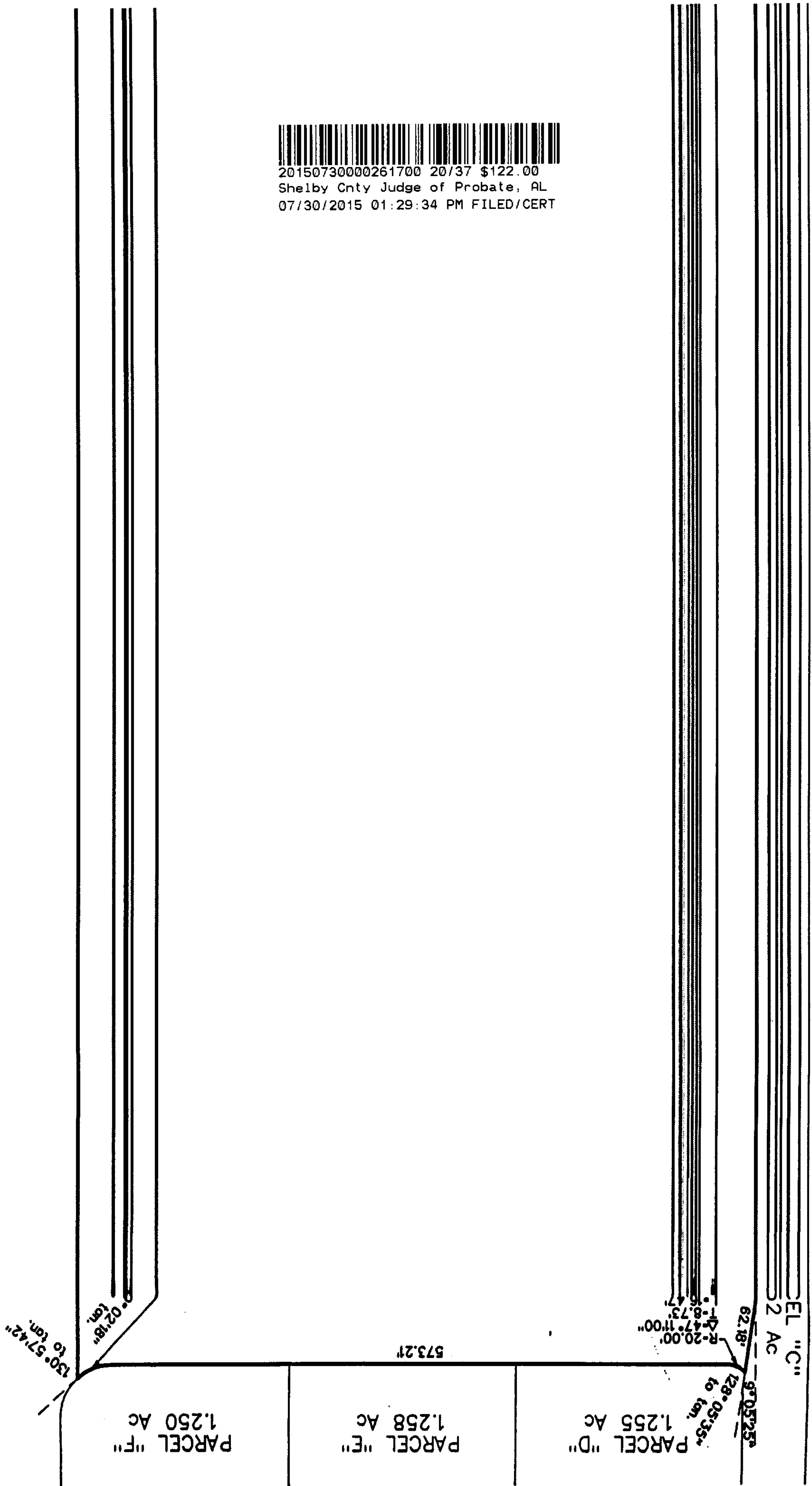


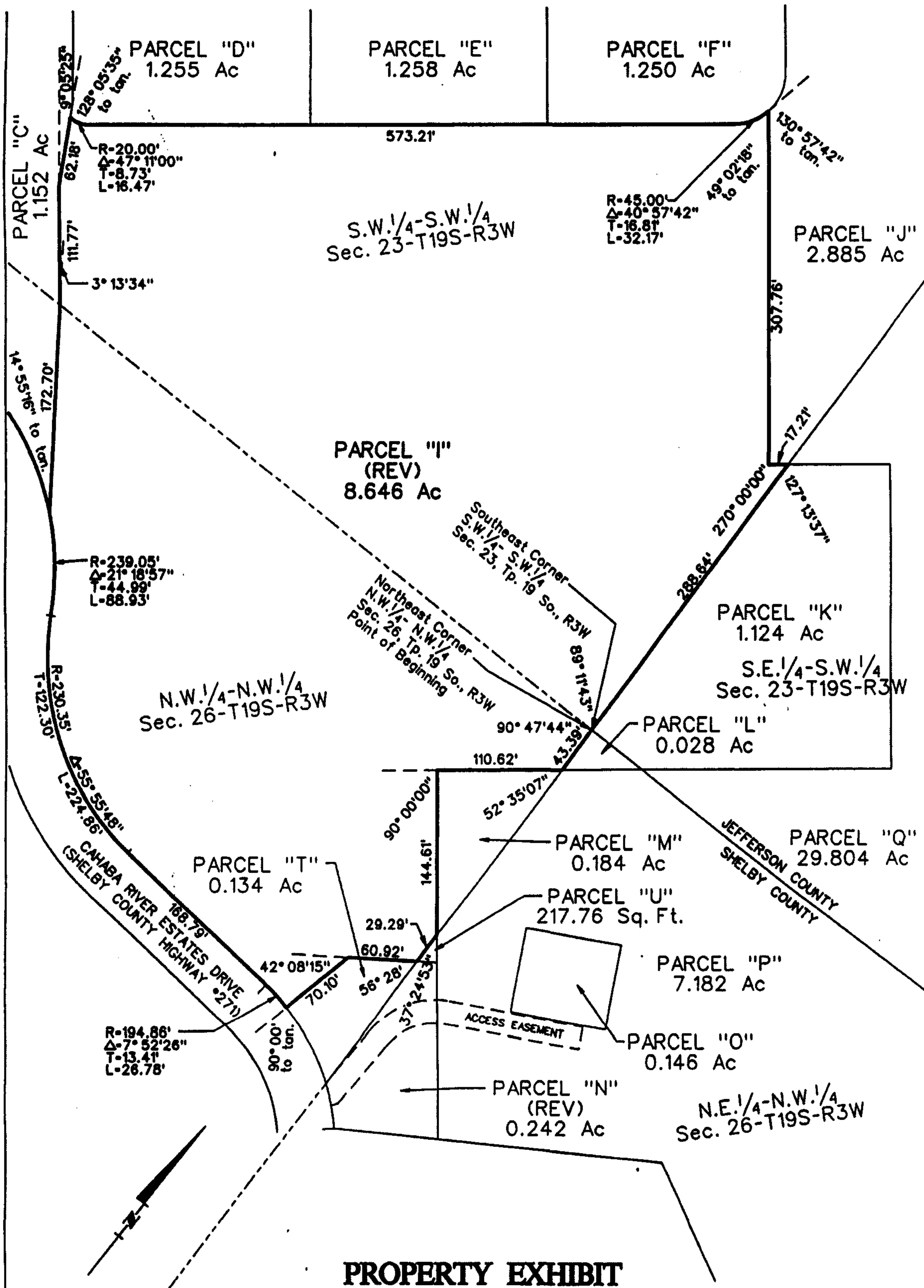
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**PROPERTY EXHIBIT
PARCEL "T" (REV)
PROMENADE AT HOOVER**

February, 2001

Scale: 1" = 100'



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WALTER SCHOEL ENGINEERING CO., INC.
1001 22ND STREET SOUTH
BIRMINGHAM, ALABAMA 35205
PHONE: (205) 323-6166
FAX: (205) 328-2252

REVISED 2/27/01

WALTER SCHOEL ENGINEERING COMPANY, INC.

CONSULTING ENGINEERS
1001 22ND STREET SOUTH
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PHONE (205) 323-8888
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WWW.SCHOEL.COM

LEGAL DESCRIPTION
PARCEL "J" (REV)
PROMENADE AT HOOVER

A parcel of land being situated in the SW 1/4 of the SW 1/4 of Section 23, Township 19 South, Range 3 West, Jefferson County, Alabama, being more particularly described as follows:

Commence at the Southwest Corner of Section 23, Township 19 South, Range 3 West and run in an Easterly direction along the South line of said Section 23 a distance of 67.02 feet to a point on the Southeasterly Right-of-Way line of Alabama Highway 150; thence $87^{\circ}49'59''$ to the left in a Northerly direction along the Southeasterly Right-of-Way line of said Alabama Highway 150 a distance of 18.99 feet to a point; thence $49^{\circ}21'59''$ to the right in a Northeasterly direction along the Southeasterly Right-of-Way line of said Alabama Highway 150 a distance of 625.29 feet; thence $0^{\circ}56'02''$ to the right in a Northeasterly direction along the Southeasterly Right-of-Way line of said Alabama Highway 150 a distance of 299.54 feet to a point; thence $0^{\circ}54'17''$ to the left in a Northeasterly direction along the Southeasterly Right-of-Way line of said Alabama Highway 150 a distance of 210.41 feet to the POINT OF BEGINNING of the parcel herein described; thence continue in a Northeasterly direction along the last described course and along the Southeasterly Right-of-Way line of said Alabama Highway 150 a distance of 289.42 feet to a point; thence $2^{\circ}43'24''$ to the left in a Northeasterly direction along the Southeasterly Right-of-Way line of said Alabama Highway 150 a distance of 154.78 feet to a point on the East line of the SW 1/4 of the SW 1/4 of said Section 23; thence $130^{\circ}21'21''$ to the right in a Southerly direction (leaving said Alabama Highway 150 Right-of-Way line) along the East line of the SW 1/4 of the SW 1/4 of said Section 23 a distance of 714.48 feet to a point; thence $52^{\circ}46'23''$ to the right in a Southwesterly direction (leaving the East line of the SW 1/4 of the SW 1/4 of said Section 23) a distance of 17.21 feet to a point; thence $90^{\circ}00'00''$ to the right in a Northwesterly direction a distance of 307.76 feet to a point on a curve to the left having a radius of 45.00 feet and a central angle of $49^{\circ}02'18''$; thence $49^{\circ}02'18''$ to the right (Angle Measured to Tangent) in a Northeasterly, Northerly and Northwesterly direction along the arc of said curve a distance of a distance of 38.52 feet to the P.T. (Point of Tangent) of said curve; thence in



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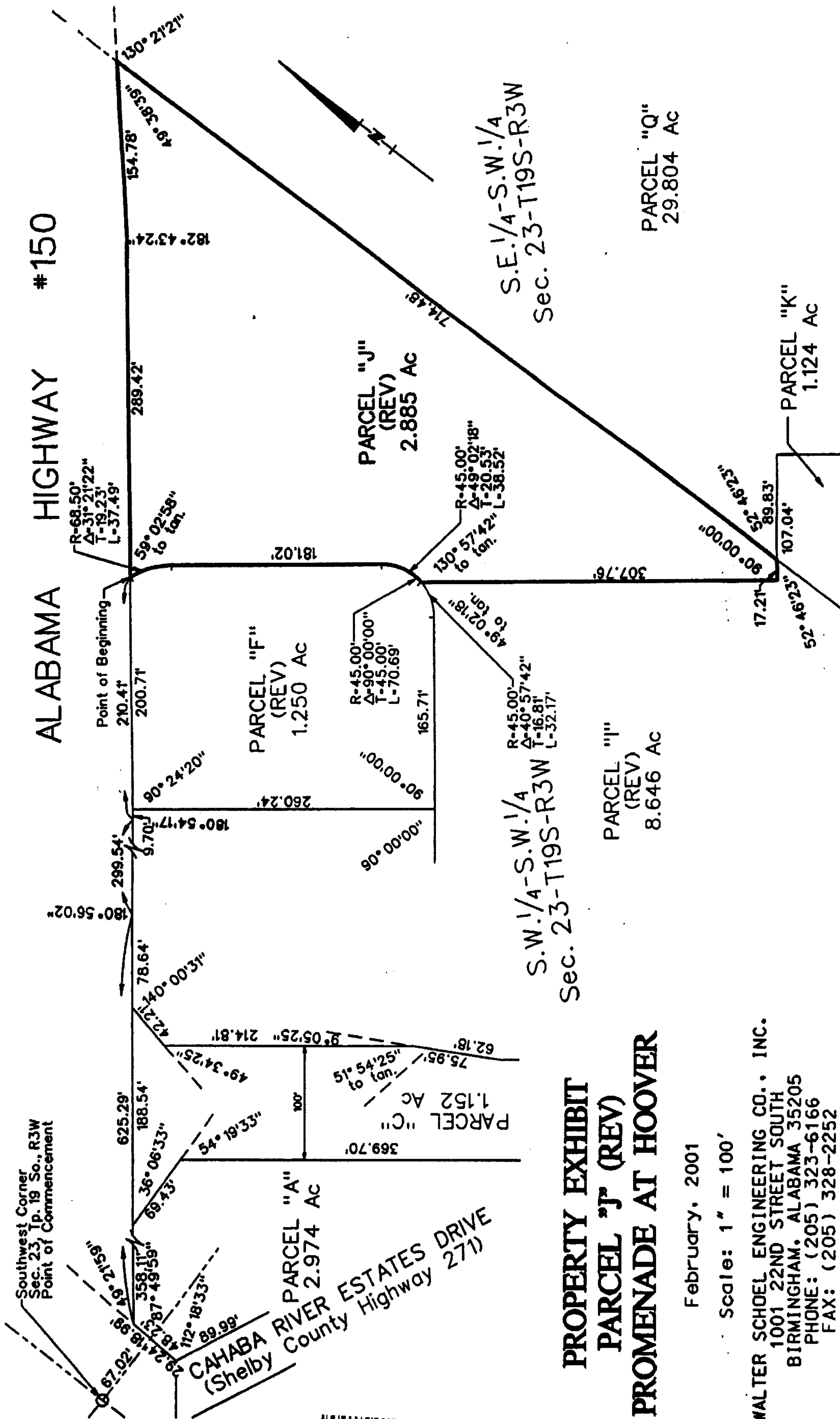
the tangent to said curve in a Northwesterly direction a distance of 181.02 feet to the P.C. (Point of Curve) of a curve to the left having a radius of 68.50 feet and a central angle of $31^{\circ}21'22''$; thence in a Northwesterly direction along the arc of said curve a distance of 37.49 feet to a point on the Southeasterly Right-of-Way line of Alabama Highway 150 and the Point of Beginning. Subject to any rights-of-way or easements which may exist.

Containing 2.885 acres.

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**PROPERTY EXHIBIT
PARCEL "J" (REV)
PROMENADE AT HOOVER**

February, 2001
Scale: 1" = 100'
WALTER SCHOEL ENGINEERING CO., INC.
1001 22ND STREET SOUTH
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WALTER SCHOEL ENGINEERING COMPANY, INC.

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1001 22ND STREET SOUTH
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PHONE (205) 323-0886
FAX (205) 328-2232
WWW.SCHOEL.COM

LEGAL DESCRIPTION
PARCEL "K"
PROMENADE AT HOOVER

A parcel of land being situated in the SE 1/4 of the SW 1/4 of Section 23, Township 19 South, Range 3 West, Jefferson County, Alabama, being more particularly described as follows:

Begin at the Southwest Corner of the SE 1/4 of the SW 1/4 of Section 23, Township 19 South, Range 3 West and run in a Northerly direction along the West line of the SE 1/4 of the SW 1/4 of said Section 23 a distance of 288.64 feet to a point; thence 52°46'23" to the right in a Northeasterly direction (leaving the West line of the SE 1/4 of the SW 1/4 of said Section 23) a distance of 89.83 feet to a point; thence 90°00'00" to the right in a Southeasterly direction a distance of 263.46 feet to a point; thence 89°49'17" to the right in a Southwesterly direction a distance of 220.55 feet to a point on the South line of the SE 1/4 of the SW 1/4 of said Section 23; thence 38°12'02" to the right in a Westerly direction along the South line of the SE 1/4 of the SW 1/4 of said Section 23 a distance of 55.72 feet to the Southwest Corner of the SE 1/4 of the SW 1/4 of said Section 23, said point being the Point of Beginning. Subject to any rights-of-way or easements which may exist.

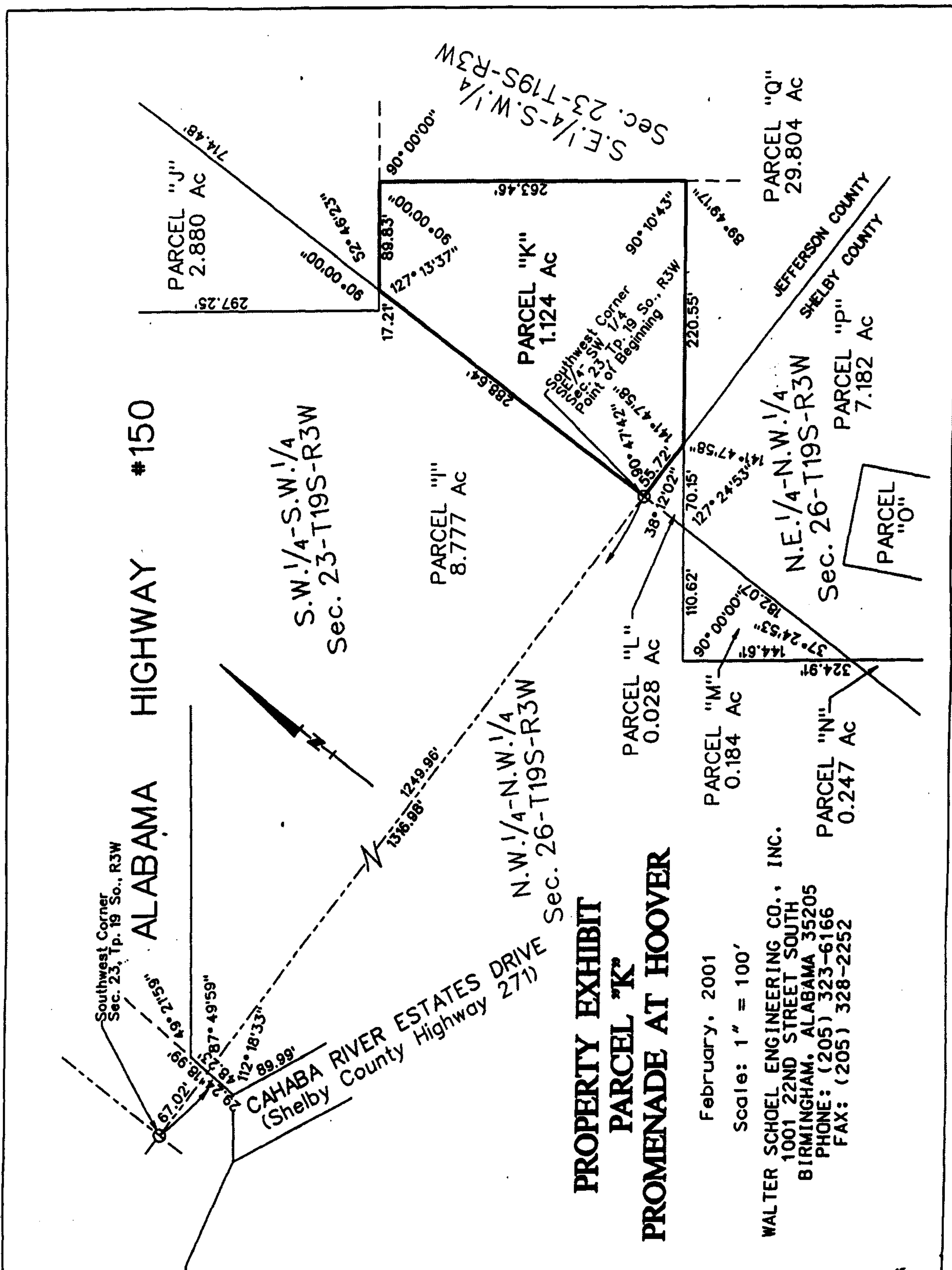
Containing 1.124 acres.

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1001 22ND STREET SOUTH
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FAX (205) 328-2252
WWW.SCHOEL.COM

LEGAL DESCRIPTION
PARCEL "L"
PROMENADE AT HOOVER

A parcel of land being situated in the NE 1/4 of the NW 1/4 of Section 26, Township 19 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Northwest Corner of the NE 1/4 of the NW 1/4 of Section 26, Township 19 South, Range 3 West and run in an Easterly direction along the North line of the NE 1/4 of the NW 1/4 of said Section 26 a distance of 55.72 feet to a point; thence $141^{\circ}47'58''$ to the right in a Southwesterly direction (leaving the North line of the NE 1/4 of the NW 1/4 of said Section 26) a distance of 70.15 feet to a point on the West line of the NE 1/4 of the NW 1/4 of said Section 26; thence $127^{\circ}24'53''$ to the right in a Northerly direction along the West line of the NE 1/4 of the NW 1/4 of said Section 26 a distance of 43.39 to the Northwest Corner of the NE 1/4 of the NW 1/4 of said Section 26, said point being the Point of Beginning. Subject to any rights-of-way or easements which may exist.

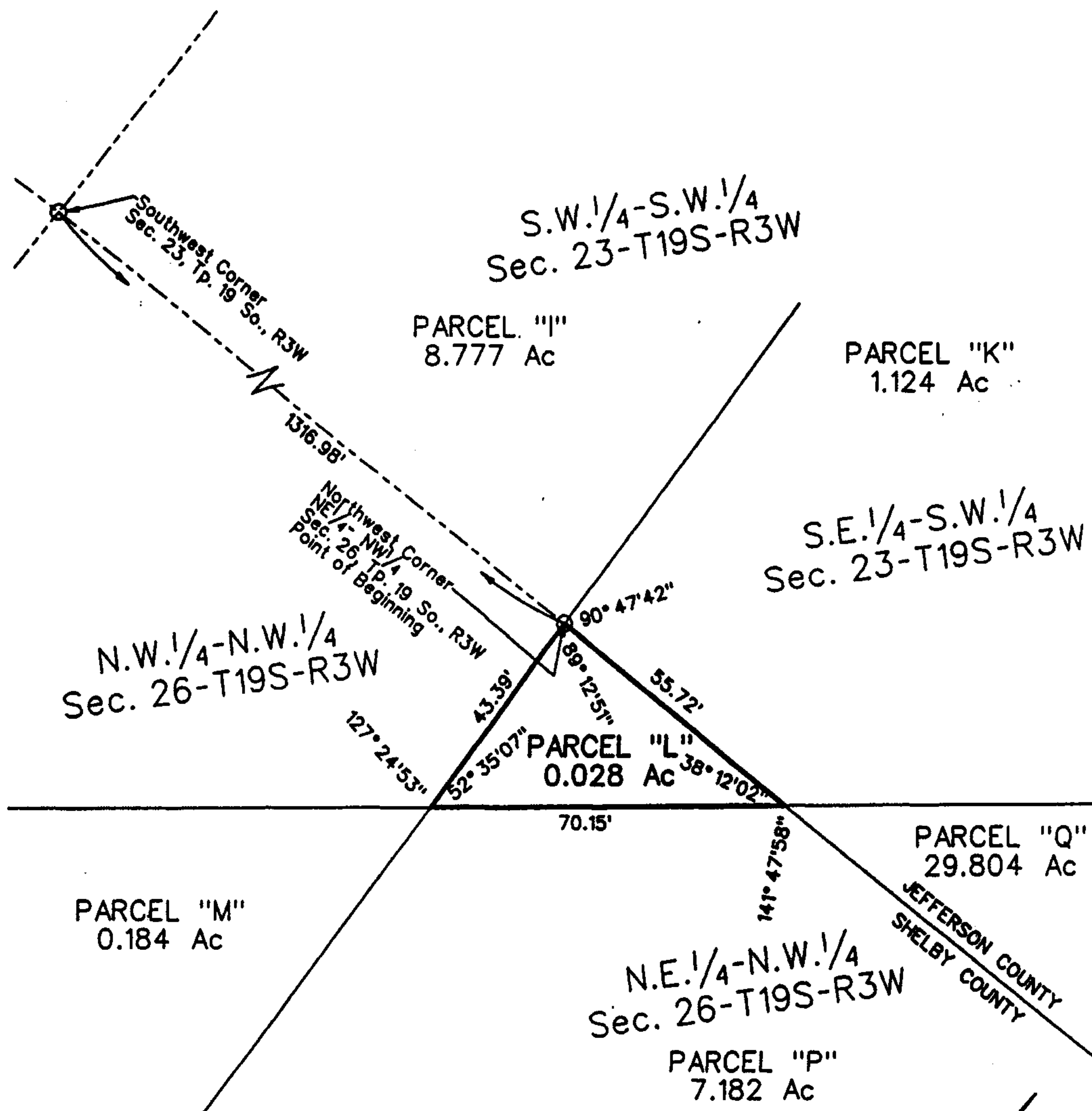
Containing 0.028 acres.

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**PROPERTY EXHIBIT
PARCEL "L"
PROMENADE AT HOOVER**

February, 2001

Scale: 1" = 30'

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1001 22ND STREET SOUTH
BIRMINGHAM, ALABAMA 35205
PHONE: (205) 323-6166
FAX: (205) 328-2252



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WALTER SCHOEL ENGINEERING COMPANY, INC.

CONSULTING ENGINEERS
1001 22ND STREET SOUTH
BIRMINGHAM, ALABAMA 35205
PHONE (205) 323-6186
FAX (205) 328-2252
WWW.SCHOEL.COM

LEGAL DESCRIPTION
PARCEL "M"
PROMENADE AT HOOVER

A parcel of land being situated in the NW 1/4 of the NW 1/4 of Section 26, Township 19 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

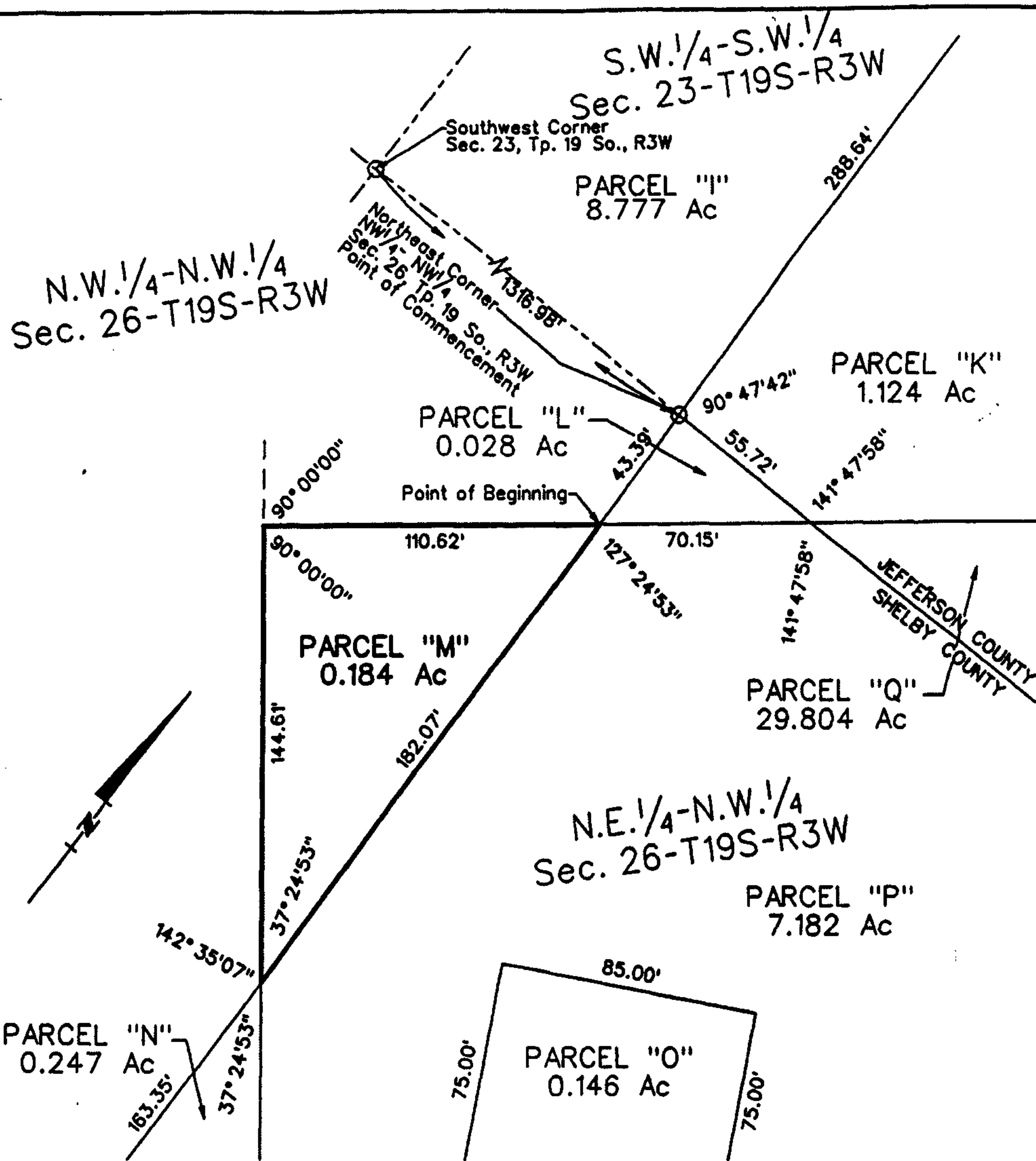
Commence at the Northeast Corner of the NW 1/4 of the NW 1/4 of Section 26, Township 19 South, Range 3 West and run in a Southerly direction along the East line of the NW 1/4 of the NW 1/4 of said Section 26 a distance of 43.39 feet to the POINT OF BEGINNING of the parcel herein described; thence continue in a Southerly direction along the last described course and the East line of the NW 1/4 of the NW 1/4 of said Section 26 a distance of 182.07 feet to a point; thence 142°35'07" to the right in a Northwesterly direction (leaving the East line of the NW 1/4 of the NW 1/4 of said Section 26) a distance of 144.61 to a point; thence 90°00'00" to the right in a Northeasterly direction a distance of 110.62 feet to a point on the East line of the NW 1/4 of the NW 1/4 of said Section 26, said point being the Point of Beginning. Subject to any rights-of-way or easements which may exist.

Containing 0.184 acres.

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**PROPERTY EXHIBIT
PARCEL "M"
PROMENADE AT HOOVER**

February, 2001

Scale: 1" = 50'

WALTER SCHOEL ENGINEERING CO., INC.
1001 22ND STREET SOUTH
BIRMINGHAM, ALABAMA 35205
PHONE: (205) 323-6166
FAX: (205) 328-2252



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WALTER SCHOEL ENGINEERING COMPANY, INC.
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1001 22ND STREET SOUTH
BIRMINGHAM, ALABAMA 35205
PHONE (205) 323-6888
FAX (205) 328-2252
WWW.SCHOEL.COM

LEGAL DESCRIPTION
PARCEL "P"
PROMENADE AT HOOVER

A parcel of land being situated in the NE 1/4 of the NW 1/4 of Section 26, Township 19 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest Corner of the NE 1/4 of the NW 1/4 of Section 26, Township 19 South, Range 3 West and run in an Easterly direction along the North line of the NE 1/4 of the NW 1/4 of said Section 26 a distance of 55.72 feet to the POINT OF BEGINNING of the parcel herein described; thence continue along the last described course in an Easterly direction along the North line of the NE 1/4 of the NW 1/4 of said Section 26 a distance of 815.48 feet to a point; thence 89°15'23" to the right in a Southerly direction (leaving the North line of the NE 1/4 of the NW 1/4 of said Section 26) a distance of 460.34 feet to a point; thence 90°45'01" to the right in a Westerly direction a distance of 209.83 feet to a point; thence 27°15'47" to the right in a Northwesterly direction a distance of 432.13 feet to a point; thence 59°08'14" to the left in a Southwesterly direction a distance of 198.59 feet to a point; thence 83°40'01" to the right in a Northwesterly direction a distance of 180.30 feet to a point on the West line of the NE 1/4 of the NW 1/4 of said Section 26; thence 37°24'53" to the right in a Northerly direction along the West line of the NE 1/4 of the NW 1/4 of said Section 26 a distance of 182.07 feet to a point; thence 52°35'07" to the right in a Northeasterly direction (leaving the West line of the NE 1/4 of the NW 1/4 of said Section 26) a distance of 70.15 feet to a point on the North line of the NE 1/4 of the NW 1/4 of said Section 26 and the Point of Beginning.

LESS AND EXCEPT the following described parcel of land situated in the NE 1/4 of the NW 1/4 of said Section 26:

Commence at the Northwest Corner of the NE 1/4 of the NW 1/4 of Section 26, Township 19 South, Range 3 West and run in a Southerly direction along the West line of the NE 1/4 of the NW 1/4 of said Section 26 a distance of 225.46 feet to a point; thence 37°24'53" to the left in a Southeasterly direction (leaving the West line of the NE 1/4 of

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the NW 1/4 of said Section 26) a distance of 55.36 feet to a point; thence 79°09'40" to the left in a Northeasterly direction a distance of 66.22 feet to the POINT OF BEGINNING of the parcel herein described; thence 90°00'00" to the left in a Northwesterly direction a distance of 75.00 feet to a point; thence 90°00'00" to the right in a Northeasterly direction a distance of 85.00 feet to a point; thence 90°00'00" to the right in a Southeasterly direction a distance of 75.00 feet to a point; thence 90°00'00" to the right in a Southwesterly direction a distance of 85.00 feet to the Point of Beginning.

Subject to any rights-of-way or easements which may exist.

Containing 7.182 acres.

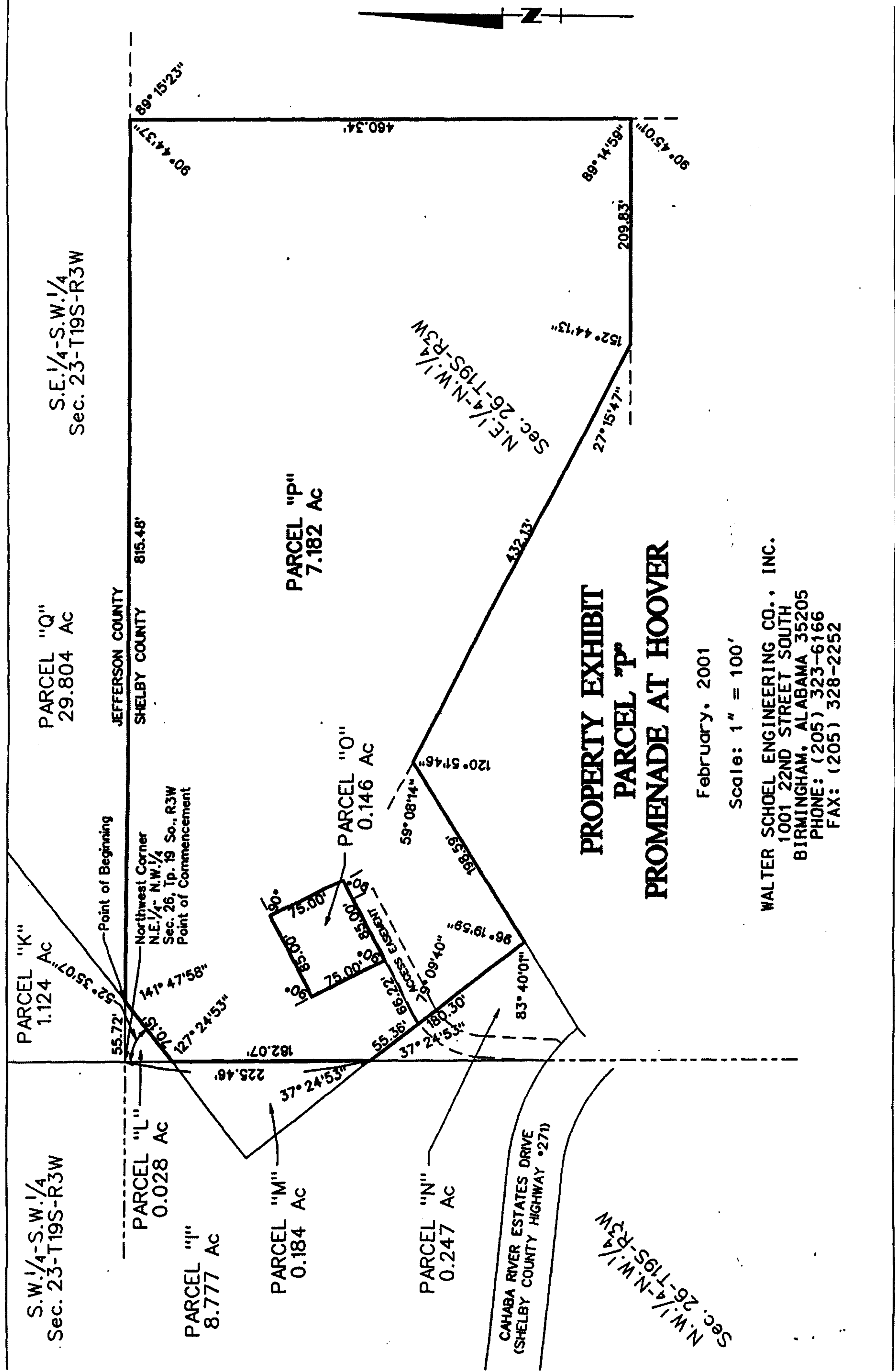
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Exhibit A - Page 27 of 31



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FAX (205) 328-2252
WWW.SCHOEL.COM

LEGAL DESCRIPTION
PARCEL "T"
PROMENADE AT HOOVER

A parcel of land being situated in the NW 1/4 of the NW 1/4 of Section 26, Township 19 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northeast Corner of the NW 1/4 of the NW 1/4 of Section 26, Township 19 South, Range 3 West and run in a Southerly direction along the East line of the NW 1/4 of the NW 1/4 of said Section 26 a distance of 254.75 feet to the POINT OF BEGINNING of the parcel herein described; thence continue along the last described course in a Southerly direction along the East line of the NW 1/4 of the NW 1/4 of said Section 26 a distance of 134.06 feet to a point on the Northeasterly Right-of-Way line of Cahaba River Estates Drive (Shelby County Highway 271), said point being on a curve to the left having a radius of 194.86 feet and a central angle of 22°20'08"; thence 126°39'52" to the right (Angle Measured to Tangent) in a Northwesterly direction (leaving the East line of the NW 1/4 of the NW 1/4 of said Section 26) along the Northeasterly Right-of-Way line of Cahaba River Estates Drive (Shelby County Highway 271) and the arc of said curve a distance of 75.96 feet to a point; thence 90°00'00" to the right (Angle Measured to Tangent) in a Northeasterly direction (leaving the Northeasterly Right-of-Way line of said Cahaba River Estates Drive) a distance of 70.10 feet to a point; thence 42°08'15" to the right in a Northeasterly direction a distance of 60.92 feet to a point on the East line of the NW 1/4 of the NW 1/4 of said Section 26 and the Point of Beginning. Subject to any rights-of-way or easements which may exist.

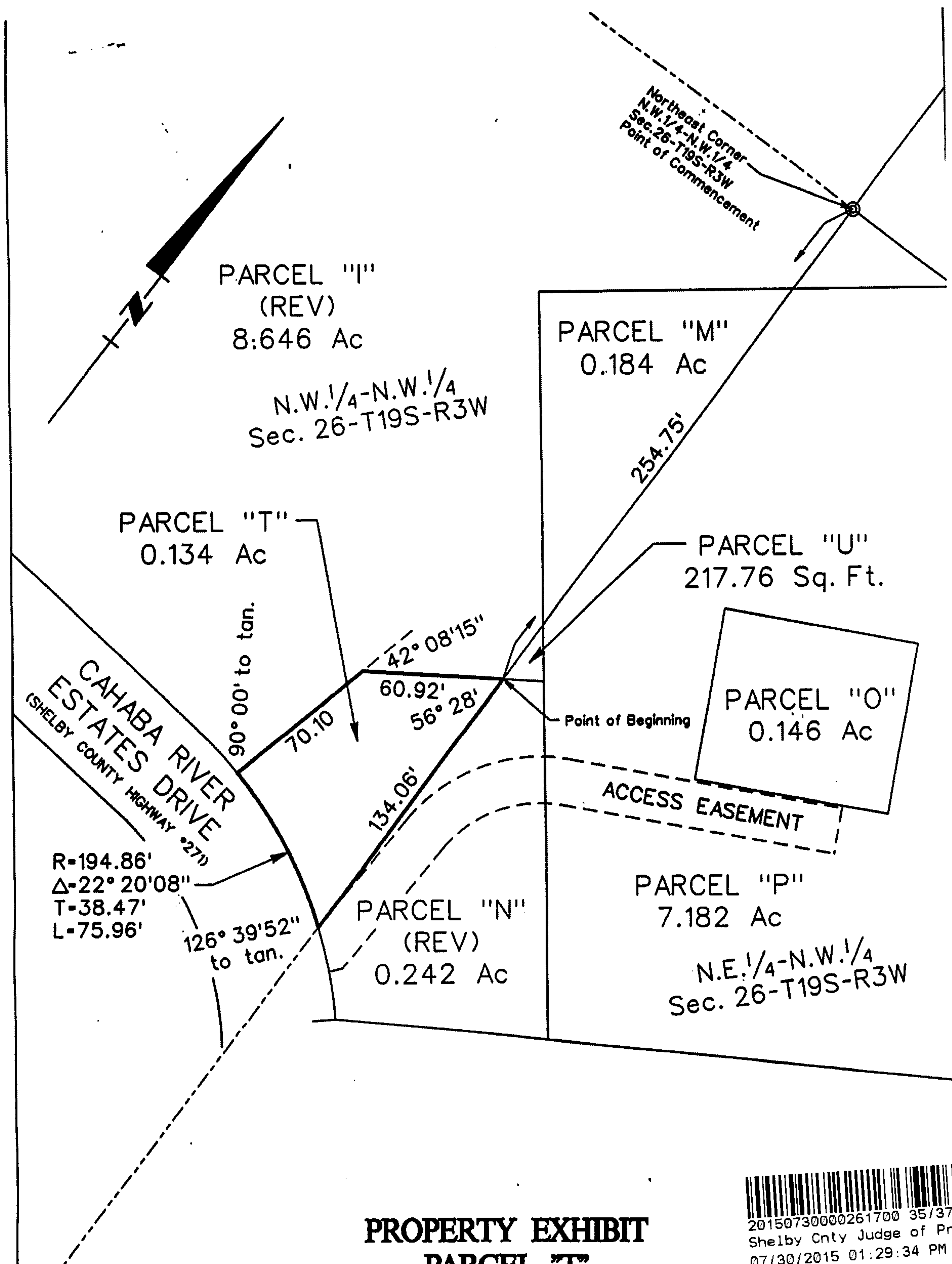
Containing 0.134 acres.

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20150730000261700 34/37 \$122.00
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Exhibit A - page 28 of 31



**PROPERTY EXHIBIT
PARCEL "T"
PROMENADE AT HOOVER**

February, 2001

Scale: 1" = 50'

WALTER SCHOEL ENGINEERING CO., INC.
1001 22ND STREET SOUTH
BIRMINGHAM, ALABAMA 35205
PHONE: (205) 323-6166
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WALTER SCHOEL ENGINEERING COMPANY, INC.

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1001 22ND STREET SOUTH
BIRMINGHAM, ALABAMA 35205
PHONE (205) 323-8888
FAX (205) 328-2252
WWW.SCHOEL.COM

LEGAL DESCRIPTION
PARCEL "U"
PROMENADE AT HOOVER

A parcel of land being situated in the NE 1/4 of the NW 1/4 of Section 26, Township 19 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest Corner of the NE 1/4 of the NW 1/4 of Section 26, Township 19 South, Range 3 West and run in a Southerly direction along the West line of the NE 1/4 of the NW 1/4 of said Section 26 a distance of 225.46 feet to the POINT OF BEGINNING of the parcel herein described; thence 37°24'53" to the left in a Southeasterly direction (leaving the West line of the NE 1/4 of the NW 1/4 of said Section 26) a distance of 24.47 feet to a point; thence 93°52'53" to the right in a Southwesterly direction a distance of 17.84 feet to a point on the West line of the NE 1/4 of the NW 1/4 of said Section 26; thence 123°32'00" to the right in a Northerly direction along the West line of the NE 1/4 of the NW 1/4 of said Section 26 a distance of 29.29 feet to the Point of Beginning. Subject to any rights-of-way or easements which may exist.

Containing 217.76 square feet.

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Shelby Cnty Judge of Probate, AL
07/30/2015 01:29:34 PM FILED/CERT

N.W. 1/4-N.W. 1/4
Sec. 26-T19S-R3W

PARCEL "I"
(REV)
8.646 Ac

PARCEL "K"
1.124 Ac

PARCEL "L"
0.028 Ac

Northwest Corner
N.E. 1/4-N.W. 1/4
Sec. 26-T19S-R3W
Point of Commencement

PARCEL "M"
0.184 Ac

PARCEL "P"
7.182 Ac

223.46'

N.E. 1/4-N.W. 1/4
Sec. 26-T19S-R3W

PARCEL "U"
217.76 Sq. Ft.

Point of Beginning

PARCEL "T"
0.134 Ac

PARCEL "N"
(REV)
0.242 Ac

**PROPERTY EXHIBIT
PARCEL "U"
PROMENADE AT HOOVER**

February, 2001

Scale: 1" = 30'

WALTER SCHOEL ENGINEERING CO., INC.
1001 22ND STREET SOUTH
BIRMINGHAM, ALABAMA 35205
PHONE: (205) 323-6166
FAX: (205) 328-2252

STATE OF ALABAMA - JEFFERSON COUNTY
I hereby certify that no mortgage tax or deed tax
has been collected on this instrument.

Alvin J. [Signature]
Judge of Probate

NO TAX COLLECTED

20150611000577950 37/37
Bk: LR201513 Pg: 15576
Jefferson County, Alabama
06/11/2015 10:49:50 AM AGREE
Fee - \$124.00

Total of Fees and Taxes-\$124.00
DGENERALLY