

THIS INSTRUMENT PREPARED BY AND WHEN RECORDED MAIL TO:

Holt Ney Zatcoff & Wasserman, LLP

100 Galleria Parkway

Suite 1800

Atlanta, Georgia 30339

Attn: Brian Cain



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OPERATION AND RECIPROCAL EASEMENT AGREEMENT

THIS OPERATION AND RECIPROCAL EASEMENT AGREEMENT (this "**Agreement**") dated AUGUST 16, 2016 (the "**Effective Date**") is entered into by and among **INV Plaza LLC**, a Delaware limited liability company ("**Plaza**"), **INV Corners LLC**, a Delaware limited liability ("**Corners**"), **INV Nessie LLC**, a Delaware limited liability ("**Nessie**"), and **Branch Inverness Associates, LP** ("**Branch**").

WITNESSETH:

WHEREAS, Plaza owns that certain parcel of land in Birmingham, Alabama commonly known as Inverness Plaza Shopping Center which is more particularly described on **Exhibit "A"** attached hereto ("**Plaza Property**");

WHEREAS, Corners owns that certain parcel of land in Birmingham, Alabama commonly known as Inverness Corners Shopping Center which is more particularly described on **Exhibit "B"** attached hereto ("**Corners Property**");

WHEREAS, Nessie owns that certain unimproved land in Birmingham, Alabama described on **Exhibit "C"** attached hereto ("**Nessie Property**");

WHEREAS, Branch desires to purchase, and Plaza desires to transfer and convey unto Branch the Plaza Property, subject to the terms and conditions of this Agreement;

WHEREAS, Branch desires to purchase, and Corners desires to transfer and convey unto Branch the Corners Property, subject to the terms and conditions of this Agreement; and

WHEREAS, in connection with and prior to such conveyance and transfer, Plaza, Corners, and Nessie (such parties sometimes being referred to herein individually as an "Owner" and collectively as the "Owners") desire to impose certain covenants and restrictions on the use of the Nessie Property and to grant certain easements as herein stated.

NOW, THEREFORE, the ownership, use and enjoyment of the Property shall be subject to the following terms and conditions set forth in this Agreement.

ARTICLE I

Grant of Easements



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1.1 Access Easements.

(A) Subject to Section 1.1 (D) below, Plaza does hereby establish and grant to and for the benefit of Nessie, as the owner of the Nessie Property, for use by Nessie, its successors, assigns, lessees and licensees of the Nessie Property, and the customers, employees, agents, contractors, licensees and invitees of any of the foregoing, a non-exclusive, irrevocable, and perpetual easement over, across, and through the Plaza Property for the purpose of ingress and egress and for access to and from the Nessie Property and Plaza's existing or future curb cut located on Valleydale Road. Plaza, as owner of the Plaza Property, reserves for itself, its successors and assigns in ownership of the Plaza Property, the right at any time and from time to time to make changes, additions, deletions, alterations or improvements in and to the Plaza Property (including, without limitation, the right to relocate any roadways that may exist thereon from time to time), provided that any of the foregoing do not materially and adversely affect access between Plaza's curb cut located on Valleydale Road and the Nessie Property. Plaza shall have the right to approve (such approval right, not to be unreasonably withheld, conditioned or delayed) over the location of the access point onto the Plaza Property.

(B) Subject to Section 1.1(D) below, Nessie does hereby establish and grant to and for the benefit of Plaza, as the owner of the Plaza Property, for use by Plaza, its successors, assigns, lessees and licensees of the Plaza Property, and the customers, employees, agents, contractors, licensees and invitees of any of the foregoing, a non-exclusive, irrevocable, and perpetual easement over, across, and through the Nessie Property for the purpose of ingress and egress and for access to and from the Plaza Property and any future curb cut located on Valleydale Road. Nessie, as owner of the Nessie Property, reserves for itself, its successors and assigns in ownership of the Nessie Property, the right at any time and from time to time to make changes, additions, deletions, alterations or improvements in and to the Nessie Property (including, without limitation, the right to relocate any roadways that may exist thereon from time to time), provided that any of the foregoing do not materially and adversely affect access between Nessie's curb cut located on Valleydale Road and the Plaza Property. Nessie shall have the right to approve (such approval right, not to be unreasonably withheld, conditioned or delayed) over the location of the access point onto the Nessie Property.

(C) The parties agree that the access easement rights granted in Sections 1.1(A) and Section 1.1(B) above (i) shall be subject to all applicable laws, regulations and ordinances in effect from time to time (including, without limitation, any zoning and other governmental approvals that may be required to use such access easement rights), and (ii) shall not include (and shall expressly exclude) any access for construction traffic across the granting Owner's property, and if an Owner violates such prohibition, then such Owner shall be solely responsible for the cost of repair or maintenance resulting from any damage to the other Owner's property.

(D) Notwithstanding the foregoing, in the event that the Nessie Property is developed exclusively for a non-retail use, upon written notice from either party to the other party, the easements set forth in Section 1.1(A) and Section 1.1(B) shall terminate, and the parties agree to execute, to deliver and to record a release of record confirming such termination.

1.2 Plaza Drainage Easement. Nessie does hereby establish and grant to and for the benefit of Plaza, as the owner of the Plaza Property, for use by Plaza, its successors, assigns, lessees and licensees of the Plaza Property, and the customers, employees, agents, contractors, licensees and invitees of any of the foregoing, a non-exclusive easement over, across, through and upon the Nessie Property for the purpose of storm water drainage (the "**Drainage Easement**"). Nessie, as owner of the Nessie Property, reserves for itself, its successors and assigns in ownership of the Nessie Property, the right at any time and from time to time to make changes, additions, deletions, alterations or improvements in and to such Drainage Easement, including, without limitation, the construction of any detention facilities on the Nessie Property as may be required at the time the Nessie Property is developed, provided that any of the foregoing do not materially and adversely affect the drainage from the Plaza Property. Branch acknowledges that in connection with the development of the Nessie Property, the existing Drainage Easement may be improved, relocated and dedicated to public use, at Nessie's sole cost and expense. Branch agrees to cooperate in good faith with Nessie, its successors and assigns, but at no cost to Branch, in connection therewith, including in connection with all required governmental permits and approvals related thereto.

1.3 Nessie Sewer Easement.

(A) Plaza hereby grants and conveys to Nessie the right, title and privilege of a permanent, nonexclusive easement (the "**Sewer Easement**") in, over, across, under and through a twenty (20) foot wide strip of the Plaza Property, as generally depicted on **Exhibit "D"** hereto (or such alternative location as reasonably approved by Plaza), for the purpose of connecting and tying into the existing sanitary sewer facilities ("**Existing Sanitary Sewer Facilities**") serving the Plaza Property, which are located near the common boundary line of the Nessie Property and the Plaza Property. Nessie shall have the right to tie into the Existing Sanitary Sewer Facilities for the purpose of draining sewage from the Nessie Property, at the sole cost and expense of Nessie; provided that Nessie obtains all governmental permits and approvals which are required in connection therewith, and there is no material adverse effect upon the Plaza Property, including but not limited to, the use by Branch or its successors and assigns of the Existing Sanitary Sewer Facilities. The easements granted in this Section 1.3(A) shall include all access easements reasonably necessary for performing the connections and tie-ins to the Existing Sanitary Sewer Facilities and the performance of its maintenance and repair obligations set forth below.

(B) As a precondition to the exercise of any right under this Section 1.3, thirty (30) days prior to the planned commencement of any connection to the Existing Sanitary Sewer Facilities, Nessie shall provide to Branch (i) all plans and specifications for such work, which shall include, without limitation, the calculated increase in the maximum volume of sewage, as applicable, designed to flow through the Existing Sanitary Sewer Facilities after the tap in, together with written confirmation from a licensed professional engineer that the Existing

Sanitary Sewer Facilities have the capacity for such increase and will not be adversely affected by such increased flow; (ii) the contractors to perform said work; and (iii) the specific location of the new facilities to be constructed (the “**Sewer Connection Facilities**”); all of which shall be subject to the prior written approval of Branch, which approval shall not unreasonably be withheld. The specific location of the Sewer Connection Facilities constructed pursuant to this Agreement shall be selected to assure no damage to, or interference with, any improvements that are located on the Plaza Property. All Sewer Connection Facilities shall be built in substantial accordance with all specifications and requirements needed for acceptance by the governmental authority of a dedication of such facilities as public sewer facilities.

(C) Until such time as accepted for public dedication, Nessie shall be obligated, at its sole cost and expense, to maintain and repair the Sewer Connection Facilities and any portions of the Existing Sanitary Sewer Facilities impacted by Nessie’s connection thereto.

(D) Plaza shall have the right to relocate the Sewer Connection Facilities, at Plaza’s sole cost and expense, to another suitable location on the Plaza Property, provided that the relocation: (i) does not adversely impact the operation of the Sewer Connection Facilities and (ii) is performed in accordance with all applicable laws, regulations and ordinances then in effect.

(E) The parties hereto agree to join in, cooperate and execute any instruments and agreements required to dedicate the Sewer Connection Facilities to the appropriate governmental authority as soon as the Sewer Connection Facilities are completed and paid for in full. The parties agree that, upon such public dedication, the standard terms or provisions of the governmental authority for dedicated sewer easements shall control over the provisions of this Section 1.3 to the extent that the provisions hereof may be inconsistent with those standard terms and provisions; provided, however, that those standard provisions shall not diminish materially any of the rights of the parties hereto obtained or reserved under this Agreement.

(F) In undertaking any work on the Plaza Property, Nessie shall: (i) cause all said construction to continue in a good and workmanlike manner, uninterrupted until it shall have been completed lien-free in accordance with the approved plans and specifications; (ii) promptly after completion of such construction, repave, reseed or sod all portions of the Plaza Property that shall have been affected by said construction and/or shall take such other reasonable actions as may be necessary or appropriate to restore said affected portions of the Plaza Property to the condition of said portions immediately prior to the commencement of said construction; and (iii) pay promptly when due all costs incurred in said construction and other actions described in this Section.

1.4 Ownership and Control. In the case of each easement created herein, the Owner of the benefiting property shall acquire only the limited rights to use the burdened property as set forth herein. Subject to and consistent with the easements and other rights herein created, the Owner of the burdened property shall retain ownership and control of the burdened property.

1.5 Failure to Perform Obligations. In the event that an Owner obligated to maintain any facilities pursuant to Article I of this Agreement fails to maintain such facilities, and such failure continues for thirty (30) days following written notice from another Owner using such facilities pursuant to the easements conveyed under this Agreement, then any Owner

using such facilities shall have the right to enter the property of the non-performing Owner and conduct such maintenance activities, and, in such event, the non-performing Owner shall, within ten (10) days following receipt of demand from the Owner performing such maintenance activities, pay to the Owner performing such maintenance activities the non-performing Owner's portion of the costs of such maintenance activities, together with any other costs incurred by the Owner performing such maintenance activities in arranging for and performing such activities. In no event shall the foregoing limit any Owner's other rights and remedies for a breach of this Agreement, including, but not limited to, an action for damages.

ARTICLE II

Restrictions

The use of Nessie Property shall be encumbered as set forth in this Article II for so long as INV Nessie LLC, a Delaware limited liability company, or an "Affiliate" (as hereinafter defined), is the record owner of the Nessie Property, but notwithstanding any provision herein to the contrary, the terms of this Article II shall expire and be of no further effect with respect to the Nessie Property or portion of the Nessie Property upon the transfer of title of such property to a third party transferee that is not an Affiliate of Nessie without the need for further action, provided that Nessie has complied with the terms of Section 2.2 below. As used herein, "Affiliate" shall mean any entity which directly or indirectly controls Nessie, is controlled by or is under common control with Nessie.

2.1 Use Restriction. The Nessie Property shall not be developed for use as a grocery store.

2.2 Right of First Refusal. Nessie hereby grants to Branch a right of first refusal (the "**ROFR**") to purchase the Nessie Property in accordance with the terms of this Article II. In the event Nessie desires to sell or shall receive a letter of intent or contract to purchase all or any portion of the Nessie Property (the "**Offer**") from a third party and such Offer shall be acceptable to Nessie, then Nessie will not sell any tract within the Nessie Property which exceeds one and one-half (1- 1/2) acres in size (and will not sell more than one tract within the Nessie Property to the same party or any of its Affiliates that in the aggregate would exceed one and one-half (1- 1/2) acres) without first offering the applicable portion of the Nessie Property to Branch by providing written notice of the Offer to Branch, together with the essential terms of such Offer (the "**Offer Notice**"). Upon receipt of the Offer Notice by Branch, Branch shall have a period of ten (10) business days to elect to purchase by delivery of written notice to Nessie within such ten (10) business day period of Branch's intent to purchase the Nessie Property (the "**Exercise Notice**"). Within ten (10) business days from delivery of the Exercise Notice, Branch shall submit to Nessie a purchase and sale agreement (the "**Nessie Contract**") executed by Branch that includes those terms and conditions set forth in the Offer Notice. The Nessie Contract shall (a) provide for a closing within thirty (30) days from the date of full execution of the Nessie Contract and (b) be substantially in the form of the purchase contract pursuant to which Branch acquired the Plaza Property and the Corners Property from Plaza and Corners with such changes as necessary to reflect the Offer (and, in the event the Nessie Property is unimproved at the time of the sale, with such changes to the form as may be appropriate).

If Branch does not provide the Exercise Notice within the time period set forth in this Section 2.2, Branch shall be deemed to have waived its right under this Section 2.2, and Nessie shall thereafter have the right to sell the Nessie Property to the proposed third party purchaser in accordance with the Offer Notice. If Nessie fails to consummate such proposed sale substantially in accordance with the Offer Notice (with such extensions of deadlines as Nessie may grant in its discretion), then Nessie shall be required to give further notice to Branch, and Branch again shall be entitled to exercise the right of first refusal as specified above.

2.3 Non-Solicitation. Neither Nessie nor any of its Affiliates or agents shall, directly or indirectly, in any individual, representative or other capacity, attempt to solicit, to divert, to appropriate, or to sign any leases or contractual arrangements for the benefit of the Nessie Property with any tenant of the Plaza Property or the Corners Property for the operation of the same retail or service operation.

ARTICLE III

Indemnity and Insurance

3.1 Insurance. Each of Nessie and Branch shall maintain or cause to be maintained in full force and effect commercial general liability insurance with a combined single limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and an aggregate limit of Two Million Dollars (\$2,000,000.00) for bodily injury to or personal injury or death of any person, and for property damage arising out of any one occurrence, and with minimum excess or umbrella policy limits in commercially reasonable amounts per occurrence insuring against personal injury, bodily injury and property damage. Branch shall indemnify and hold Nessie harmless from and against any and all loss, cost, damage, liability or expense incurred by Nessie (including reasonable attorneys' fees actually incurred and court costs) in connection with the exercise by Branch of the easements and rights created herein, except to the extent caused by the negligence or willful act of Nessie, its employees, tenants, contractors, agents or licensees. Nessie shall indemnify and hold Branch harmless from and against any and all loss, cost, damage, liability or expense incurred by Branch (including reasonable attorneys' fees actually incurred and court costs) in connection with the exercise by Nessie of the easements and rights created herein, except to the extent caused by the negligence or willful act of Branch, its employees, tenants, contractors, agents or licensees.

3.2 Extent of Liability. Notwithstanding any other provision contained in this Agreement to the contrary, Branch and Nessie hereby expressly agree that the obligations and liability of each of them shall be limited solely to such party's interest in its respective parcel, as such interest is constituted from time to time. Branch and Nessie agree that any claim against a party hereto shall be confined to and satisfied only out of, and only to the extent of, such party's interest in its parcel, as such interest is constituted from time to time. Nothing contained in this Section 3.2 shall limit or affect any right that any party might otherwise have to seek or to obtain injunctive relief or to specifically enforce the rights and agreements herein set forth, provided that such injunctive relief or specific performance does not involve the payment of money from a source other than such party's interest in its parcel, as such interest may be constituted from time to time.

ARTICLE IV

Default and Remedies

4.1 Default and Right To Cure. If Nessie or Branch fails to comply with any provision of this Agreement, then the non-defaulting party may, upon thirty (30) days prior written notice, proceed to cure the default (and shall have a license to do so) by the payment of money or performance of some other action for the account of the defaulting party. The foregoing right to cure shall not be exercised if within the thirty (30) day notice period:

(i) the defaulting party cures the default; or

(ii) if the default is curable, but cannot reasonably be cured within that time period, the defaulting party commences to cure such default with such time period and diligently pursues such action to completion.

The thirty (30) day notice period shall not be required if, using reasonable judgment, the non-defaulting party deems that an emergency exists which requires immediate attention. In the event of such an emergency, the non-defaulting shall give whatever notice to the defaulting party as is reasonable under the circumstances.

4.2 Remedies.

(A) Within fifteen (15) business days following written demand (including providing copies of invoices reflecting costs), the defaulting party shall reimburse the non-defaulting party for any sum reasonably expended by the non-defaulting party to cure the default, together with interest thereon per annum at the rate of eight percent (8%). If such amount is not paid within thirty (30) days following demand, it shall, together with interest thereon and costs of collection thereof, thereupon become a continuing lien on the defaulting party's property which shall bind such property until such amount is paid, at which time the non-defaulting party will record a release of such lien after written request; provided that any liens created pursuant to this Agreement shall be subordinate to any mortgage and other instruments securing indebtedness to third party lenders, whether such mortgages and other instruments are granted prior to or after any such liens created pursuant to this Agreement.

(B) In the event any party shall institute any action or proceeding against another party relating to the provisions of this Agreement, or to any default hereunder, or to collect any amounts owing hereunder, the unsuccessful litigant in such action or proceeding shall reimburse the successful litigant therein for reasonable costs and expenses incurred by the successful litigant in connection with such action or proceeding and any appeals therefrom, including reasonable attorney's fees and court costs.

(C) All remedies are cumulative and shall be deemed additional to any and all other remedies to which any party may be entitled in law or in equity. Each party shall also have the right to restrain by injunction any violation or threatened violation by any other party of any of the terms, covenants, or conditions of this Agreement, or to obtain a decree to compel



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performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for a breach of any such term covenant, or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate.

ARTICLE V

TERM

Except for those provisions herein that terminate or may terminate by their terms, this Agreement and the easements, rights, obligations and liabilities created herein shall be perpetual to the extent permitted by law and unless otherwise specified herein.

ARTICLE VI

MISCELLANEOUS

6.1 Estoppel Certificate. Each party agrees that within ten (10) days of written request from time to time of the other party, it will issue to a prospective mortgagee of such other party or to a prospective successor party to such other party, an estoppel certificate stating:

(A) whether the party to whom the request has been directed knows of any default by the requesting party under this Agreement, and if there are known defaults, specifying the nature thereof;

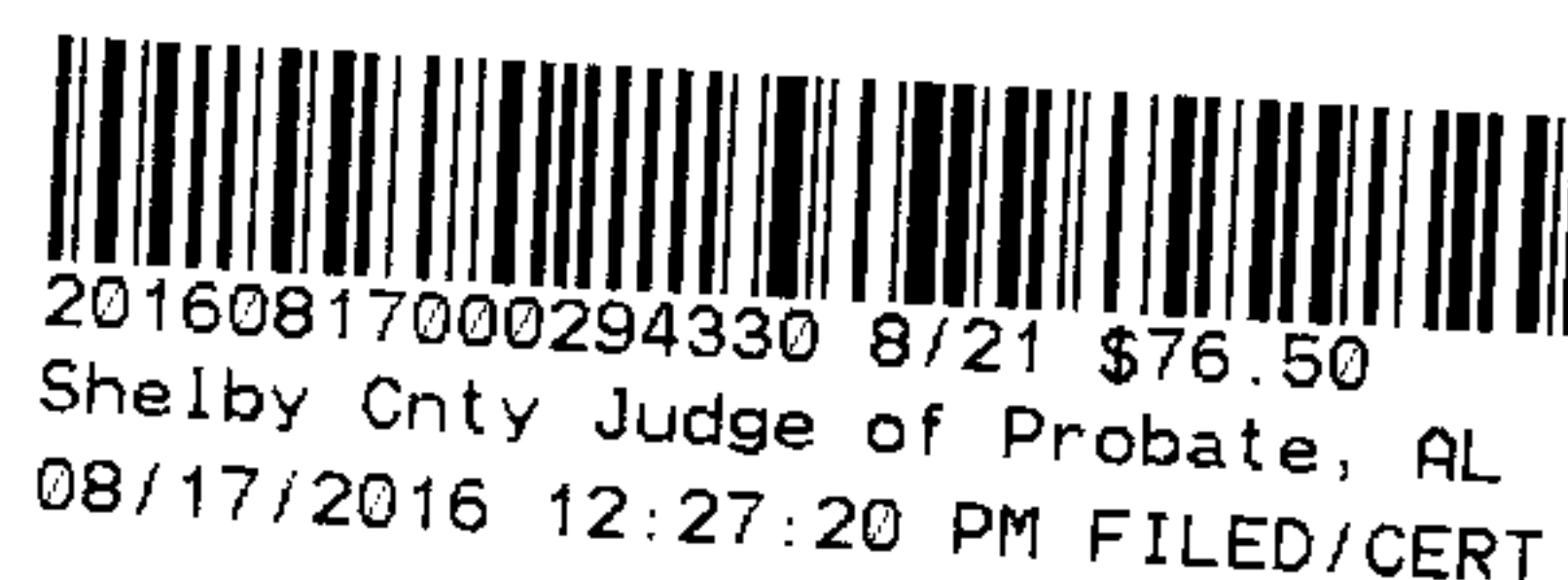
(B) whether this Agreement has been assigned, modified or amended in any way by such party (and if it has, then stating the nature thereof); and

(C) that to the requested party's knowledge this Agreement as of that date is in full force and effect.

Such statement shall act as a waiver of any claim by the party furnishing it to the extent such claim is based upon facts contrary to those asserted in the statement and to the extent the claims asserted against a bona fide encumbrancer or purchaser for value without knowledge of facts to the contrary of those contained in the statement, and who has acted in reasonable reliance upon the statement; however, such statement shall in no event subject the party furnishing it to any liability whatsoever, notwithstanding the negligent or otherwise inadvertent failure or such party to disclose correct and/or relevant information.

6.2 Binding Effect. Except as otherwise provided herein, the terms of this Agreement shall constitute covenants running with the land and shall inure to the benefit of and be binding upon the signatories hereto and their respective successors and assigns who become parties hereunder.

6.3 Liability. The parties shall be liable for the performance of their respective obligations under this Agreement, and injunctive and other relief, including specific performance, shall be available to enforce such obligations. However, upon any sale or



conveyance to a third party, the owner, as the case may be, who shall have sold its respective parcel, shall be forever released of any of its obligations hereunder (except for any obligation which shall have accrued at the time of such transfer), and such obligations arising thereafter shall be enforceable only against the party who shall acquire title to such respective parcel.

6.4 Singular and Plural. Whenever required by the context of this Agreement, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neuter genders, and vice versa.

6.5 Negation of Partnership. None of the terms or provisions of this Agreement shall be deemed to create a partnership between the parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each party shall be considered a separate owner, and no party shall have the right to act as an agent for another party, unless expressly authorized to do so herein or by separate written instrument signed by the party to be charged.

6.6 Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any tract or portion thereof to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided, no rights, privileges or immunities of any party hereto shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained herein.

6.7 Severability. Invalidity of any of the provisions contained in this Agreement, or of the application thereof to any person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.

6.8 Amendments. This Agreement may be amended by, and only by, a written agreement signed by all of the then current parties and shall be effective only when recorded in the appropriate land evidence records where the Property is located. No consent to the amendment of this Agreement shall ever be required of any person other than the parties, nor shall any person other than the Owners and their successors and assigns, as applicable, have any right to enforce any of the provisions hereof.

6.9 Captions and Capitalized Terms. The captions preceding the text of each article and section are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of this Agreement.

6.10 Notices. Any notice or other instrument required or permitted to be given or delivered under the terms of this Agreement shall be deemed to have been given and delivered, upon receipt, when addressed as follows and deposited for delivery as provided below:

If to Plaza or Corners:

INV Plaza LLC
c/o Fortress Investment Group
1345 Avenue of the Americas, 46th Floor



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New York, NY 10105
Attention: General Counsel – Credit Funds

With a copy to:

c/o Bayer Properties, L.L.C.
2222 Arlington Avenue
Birmingham, Alabama, 35205
Attn: General Counsel
Email: jpomeroy@bayerproperties.com

If to Nessie:

INV Nessie LLC
c/o Fortress Investment Group
1345 Avenue of the Americas, 46th Floor
New York, NY 10105
Attention: General Counsel – Credit Funds

With a copy to:

c/o Bayer Properties, L.L.C.
2222 Arlington Avenue
Birmingham, Alabama, 35205
Attn: General Counsel
Email: jpomeroy@bayerproperties.com

If to Branch:

Branch Properties, LLC
3340 Peachtree Road NE
Suite 600
Atlanta, Georgia 30326
Attn: Jesse Shannon
Email: jshannon@branchprop.com

With a copy to:

AIG Global Real Estate Investment Corp.
AIG Asset Management
32 Old Slip, 28th Floor
New York, New York 10005
Attn: General Counsel

Such notices may also be sent: (a) by overnight delivery using a nationally recognized overnight courier, in which case notice shall be effective upon receipt; (b) by personal delivery, in which case notice shall be deemed delivered upon receipt; or (c) by email, in which case notice shall be deemed effective upon successful transmission of the entire notice, provided such email delivery is followed by delivery specified in (a) or (b) above. A party's address may be changed by written notice to the other parties; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.



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6.11 Agreement Shall Continue Notwithstanding Breach. It is expressly agreed that no breach of this Agreement shall:

- (i) entitle any party to cancel, rescind or, otherwise terminate this Agreement; or
- (ii) defeat or render invalid the lien of any mortgage made in good faith and for value as to any part of the Property.

However, such limitation shall not affect in any manner any rights or remedies to which a party may be entitled hereunder by reason of any such breach.

6.12 Time. Time is of the essence of this Agreement.

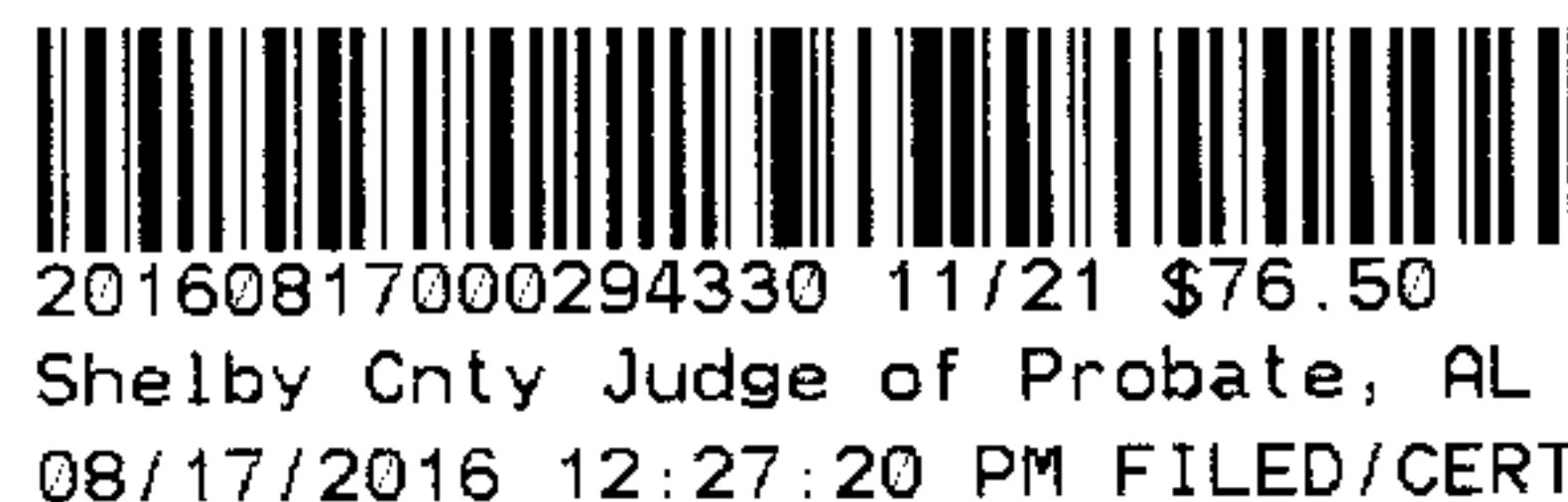
6.13 Non-Waiver. The failure of any party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

6.14 Mortgage Subordination. Except as expressly set forth in Section 4.2(a), any mortgage, deed of trust, or deed to secure debt affecting the Property, shall at all times be subject and subordinate to the terms of this Agreement, and any party foreclosing any such mortgage, deed of trust or deed to secure debt, or acquiring title by deed in lieu of foreclosure or trustee's sale shall acquire title subject to all of the terms and provisions of this Agreement.

6.15 Applicable Law/Construction. This Agreement shall be governed, construed, applied and enforced in accordance with the laws of the State of Alabama. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

6.16 Entire Agreement. This Agreement, including the Exhibits hereto, set forth the entire understanding and agreement among the parties with respect to the matters set forth herein; all courses of dealing, usage of trade and all prior representations, promises, understandings and agreements, whether oral or written, are suspended by and merged into this Agreement.

[signature page follows]



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effected as of the Effective Date.

INV PLAZA LLC,
a Delaware limited liability company

By: 

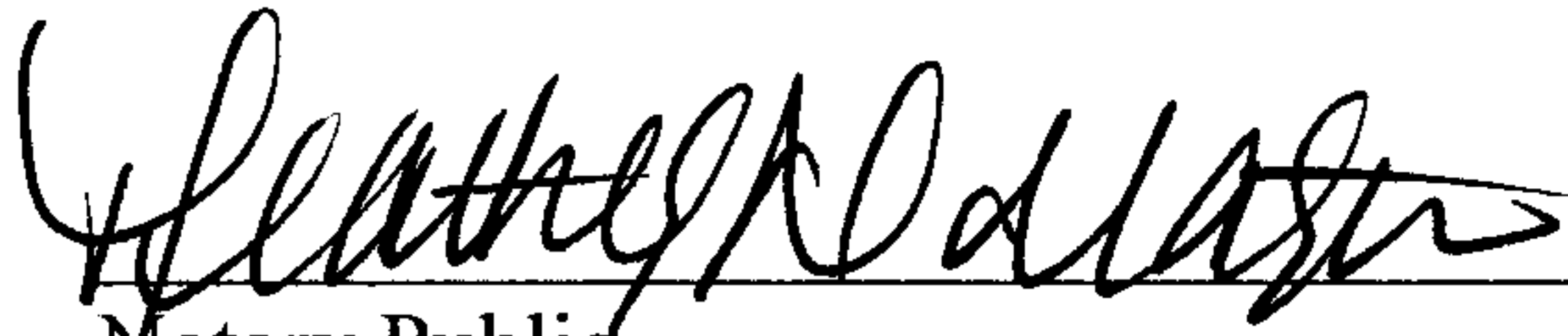
Name: Andrew Osborne
Its: Authorized Signatory Authorized Signatory

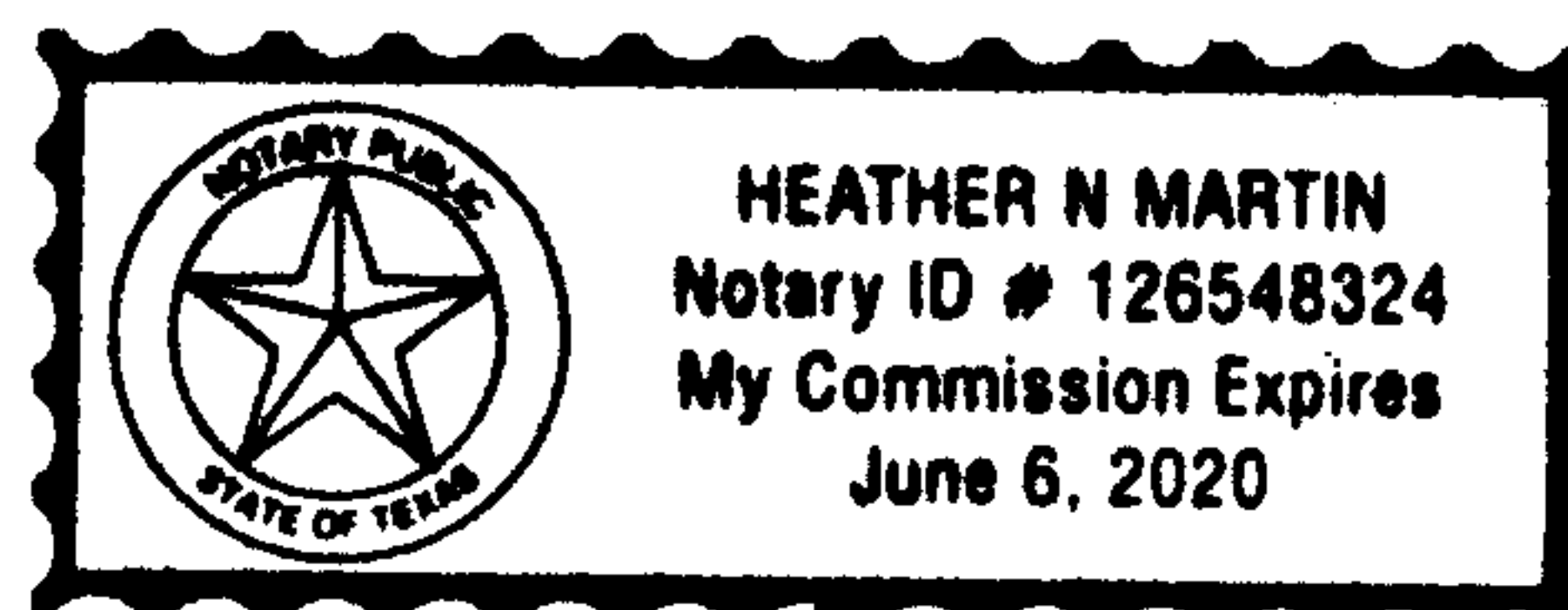
Texas
STATE OF ~~ALABAMA~~)
Dallas) SS:
COUNTY OF ~~JEFFERSON~~)


I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Andrew Osborne, whose name as Authorized Signatory of INV PLAZA 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 said instrument, he/she, in his/her capacity as such Authorized Signatory and with full authority, executed the same voluntarily for and as the act of limited liability company on the day the same bears date.

Given under my hand this the 9th day of August, 2016.

[NOTARIAL SEAL]


Notary Public
My Commission Expires: _____




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[Signature Page for INV Plaza LLC]

INV CORNERS LLC,
a Delaware limited liability company

By: [Signature]
Name: _____

Its: Authorized Signatory
Andrew Osborne
Authorized Signatory

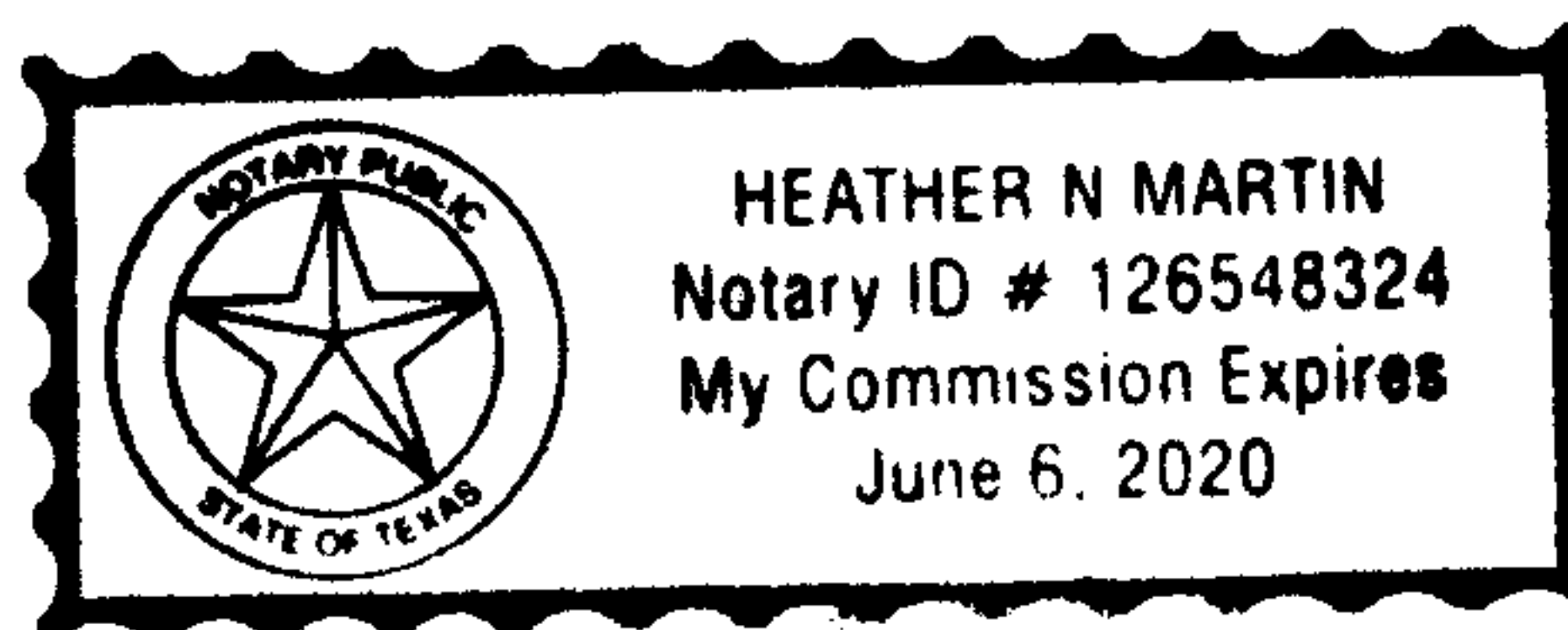
Texas
STATE OF ~~ALABAMA~~)
Dallas) SS:
COUNTY OF ~~JEFFERSON~~)


I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Andrew Osborne, whose name as Authorized Signatory of INV CORNERS 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 said instrument, he/she, in his/her capacity as such Authorized Signatory and with full authority, executed the same voluntarily for and as the act of limited liability company on the day the same bears date.

Given under my hand this the 9th day of August, 2016.

[NOTARIAL SEAL]

[Signature]
Notary Public
My Commission Expires: _____




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[Signature Page for INV Corners LLC]

INV NESSIE LLC,
a Delaware limited liability company

By:

Name:

Its:

Authorized Signatory

Andrew Osborne

Authorized Signatory

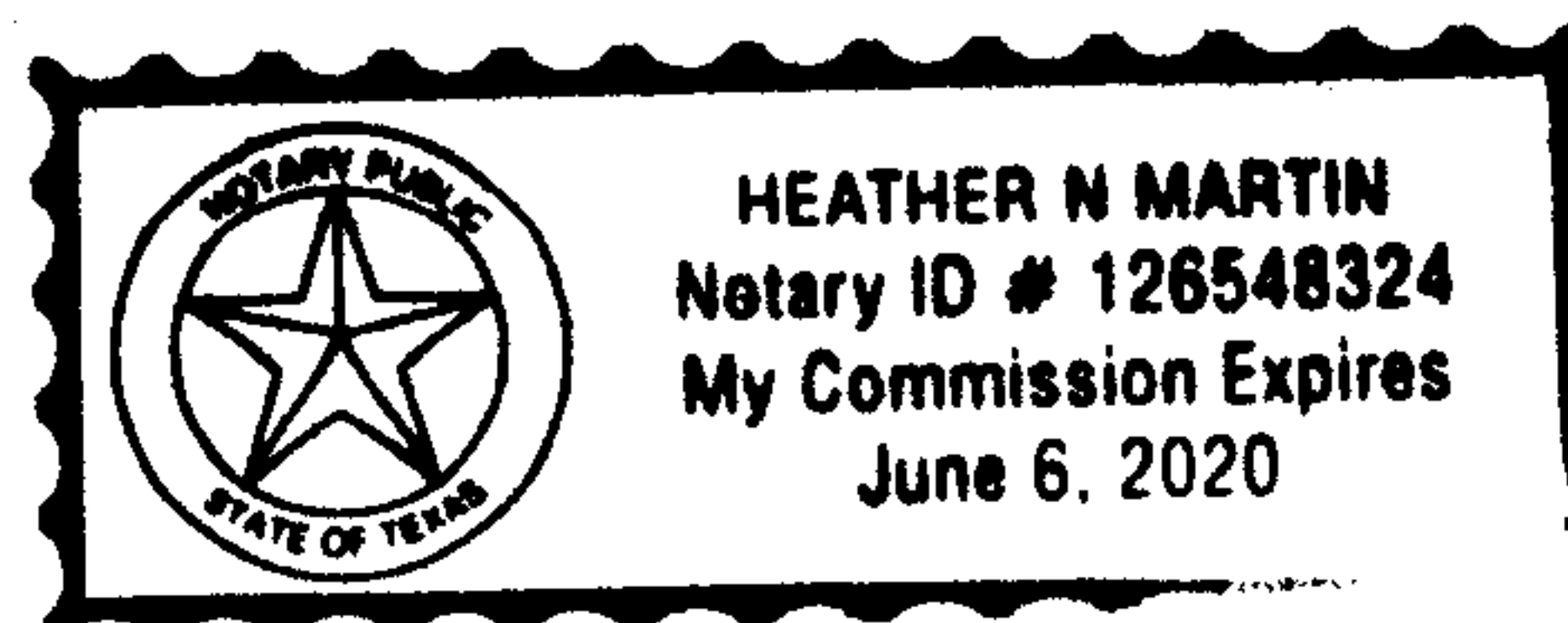
STATE OF ~~ALABAMA~~ ^{Texas})
COUNTY OF ~~JEFFERSON~~ ^{Dallas}) SS:

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Andrew Osborne, whose name as Authorized Signatory of INV NESSIE 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 said instrument, he/she, in his/her capacity as such Authorized Signatory and with full authority, executed the same voluntarily for and as the act of limited liability company on the day the same bears date.

Given under my hand this the 7th day of August, 2016.

[NOTARIAL SEAL]

Heather N Martin
Notary Public
My Commission Expires: _____



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[Signature Page for INV Nessie LLC]

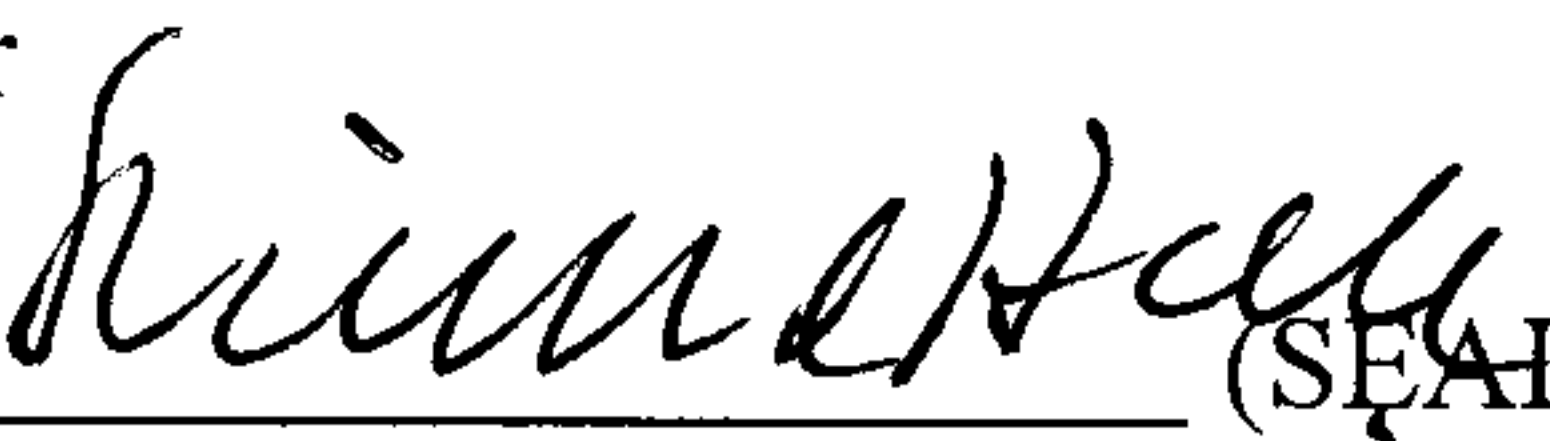
BRANCH INVERNESS ASSOCIATES, LP,
a Delaware limited partnership

By: **BRANCH RETAIL GP, LLC,**
a Georgia limited liability company,
its General Partner

By: **BRANCH RETAIL PARTNERS, LP,**
a Delaware limited partnership
its Sole Member

By: **BRANCH RETAIL MANAGEMENT,**
LLC, a Georgia limited liability company
its General Partner

By: **BRANCH ADMINISTRATIVE**
MANAGER, LLC,
a Georgia limited liability company
its Manager

By:  (SEAL)
Name: Richard H. Lee
Title: Authorized Member



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[Notary acknowledgements appear on the following page]

STATE OF GEORGIA)
) SS:
COUNTY OF FULTON)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Richard H. Lee, whose name as Authorized Member of Branch Administrative Manager, LLC, a Georgia limited liability company, which is the Manager of Branch Retail Management, LLC, a Georgia limited liability company, which is the General Partner of Branch Retail Partners, LP, a Delaware limited partnership, which is the Sole Member of Branch Retail GP, LLC, a Georgia limited liability company, which is the General Partner of **BRANCH INVERNESS ASSOCIATES, LP**, a Delaware limited partnership, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, in his/her capacity as such Authorized Member and with full authority, executed the same voluntarily for and as the act of limited partnership on the day the same bears date.

Given under my hand this the 15th day of AUGUST, 2016.

[NOTARIAL SEAL]



Marianne Boggs
Notary Public
My Commission Expires: 5-22-18



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SCHEDULE OF EXHIBITS

- Exhibit A: Plaza Property
- Exhibit B: Corners Property
- Exhibit C: Nessie Property
- Exhibit D: Sewer Easement

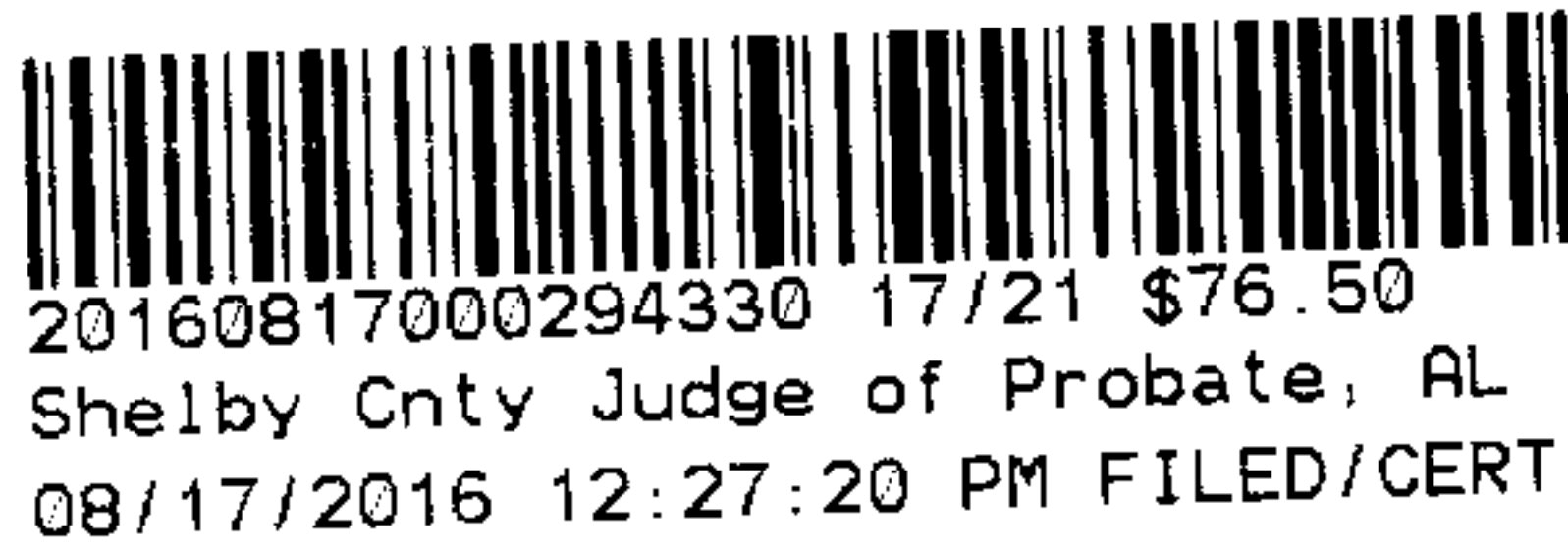


EXHIBIT "A"

Plaza Property

Lot 1, according to Survey of Inverness Plaza Subdivision, as recorded in Map Book 44, page 112, in the Probate Office of Shelby County, Alabama.



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EXHIBIT "B"

Corners Property

Parcel 1 (Fee):

Lots 1, 2, 3, 4, according to Survey of Inverness Corners Subdivision, as recorded in Map Book 44, page 113, in the Probate Office of Shelby County, Alabama.

Lot D-2-A, according to the Survey of Inverness Corners Outparcel E, as recorded in Map Book 26, page 84, in the Probate Office of Shelby County, Alabama.

Parcel 2 (Easement):

Non-exclusive access easements as described in that certain Reciprocal Easement Agreement by and between Metropolitan Life Insurance Company and Investment Associates, LLC, dated November 25, 2003, and recorded in Instrument No. 20031205000788530.

Parcel 3 (Easement):

Non-exclusive easements for access, ingress, egress, and utilities as described in that certain Reciprocal Easement Agreement by and between Metropolitan Life Insurance Company and Pier Group, Inc., dated April 30, 1996, and recorded in Instrument #1996-14793.

Parcel 4 (Easement):

Non-exclusive access and utility easements as described in that certain Reciprocal Easement Agreement by and between Metropolitan Life Insurance Company and Mountainview, LLC, dated October 14, 2005, and recorded in Instrument #2005101900054400.

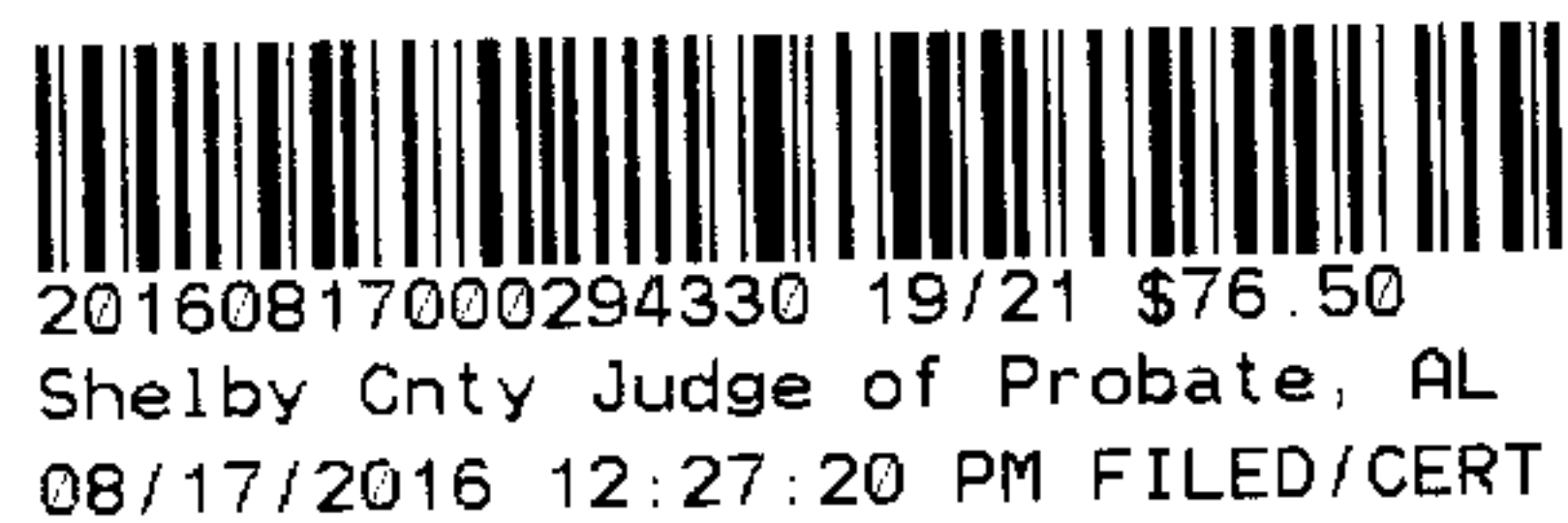


EXHIBIT "C"

Nessie Property

All that piece or tract of land lying at the northwestern intersection of Inverness Center Drive and Alabama Hwy. 17 (A.K.A. Volleydale Road) in Shelby County mostly in Section 36, Township 18 South, Range 2 West near the City of Birmingham and more particularly described as:

Commencing at the southwest corner of the SE 1/4 of Section 36, Township 18 South, Range 2 West and running with the west line of southeast 1/4 N00°02'56"W for 771.46 feet to an iron pin, being the southwestern corner of property now or formerly of Industrial Development Board of Vincent which is the Point of Beginning. Thence running with Industrial Development Board of Vincent for two (2) courses to-wit: (1) S60°50'02"E for 257.32 feet to an iron pin; (2) N29°05'55"E for 643.67 feet to an iron pin passing iron pin at 499.95 feet; thence turning and running with Inverness Plaza shopping center (various owners) for four (4) courses to-wit: (1) S60°54'59"E for 490.07 feet to an iron pin; (2) N79°00'03"E for 53.06 feet to an iron pin; (3) S44°05'01"W for 5.13 feet to an iron pin; (4) S33°00'02"E for 146.34 feet to a point passing an iron pin at 141.34 feet on the western right of way of Volleydale Road; thence with Volleydale Road for six (6) courses to-wit: (1) S56°42'04"W for 75.86 feet; (2) a curve to the left with a chord bearing of S43°23'36"W for 782.62 feet (R=700.00 feet; L=789.71 feet); (3) S29°46'38"W for 308.33 feet; (4) N60°13'22"W for 25.00 feet; (5) S30°04'05"W for 148.12 feet; (6) a curve to the right with a chord bearing of S77°28'22"W for 116.30 feet (R=86.00 feet; L=127.71 feet) thence leaving Volleydale Road and running with the northern right of way of Inverness Center Drive for four (4) courses to-wit: (1) N59°59'05"W for 87.02 feet; (2) a curve to the left with a chord bearing of N67°31'16"W for 269.50 feet (R=1027.50 feet; L=270.30 feet); (3) N75°03'26"W for 147.31 feet; (4) a curve to the right with a chord bearing of N68°02'57"W for 116.32 feet (R=477.50 feet; L=116.81 feet); thence leaving Inverness Center Drive and running with Site 31 of Inverness Center N32°05'34"E for 835.84 feet to the Point of Beginning.

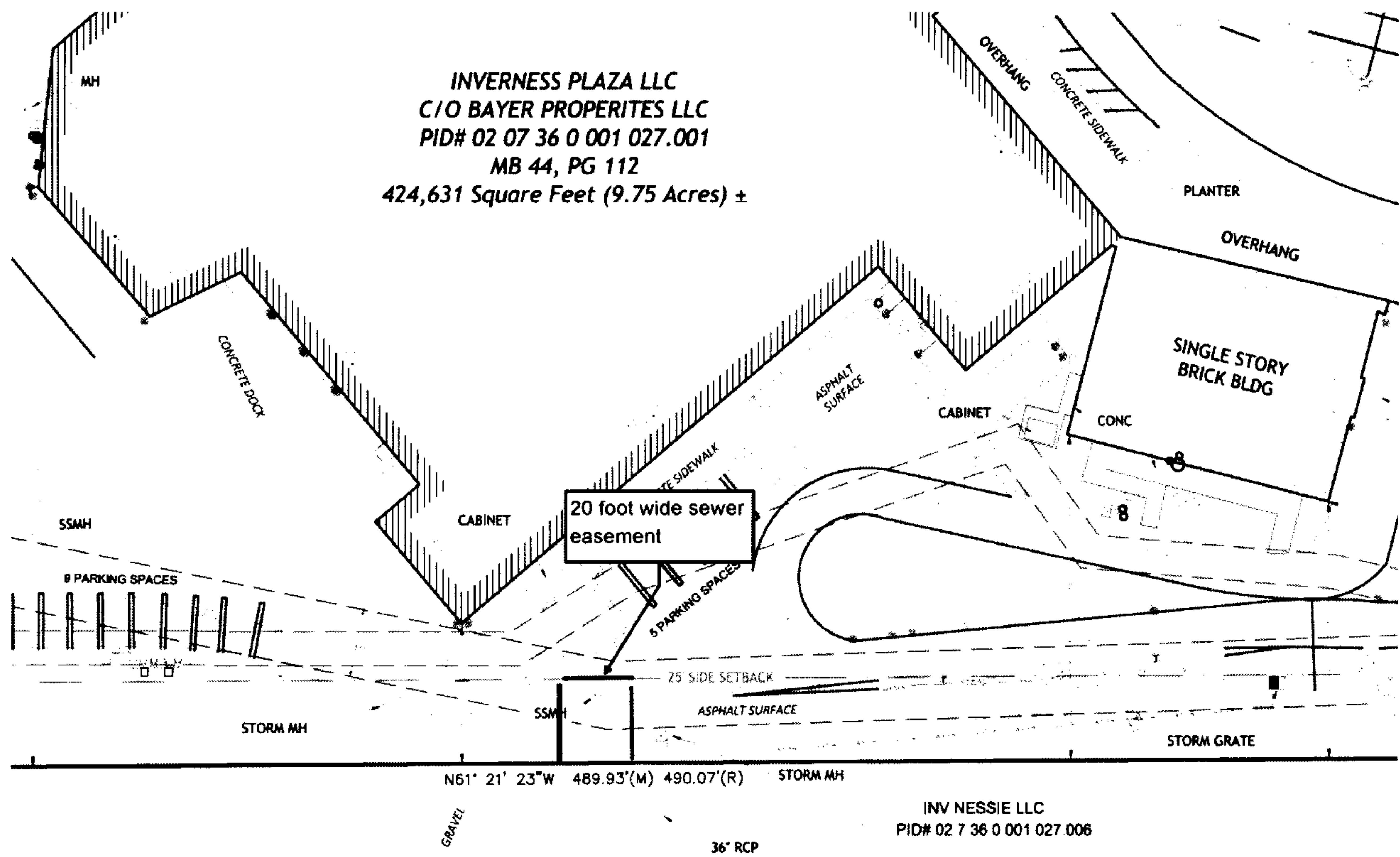
Contains 20.15 acres more or less and is known as Site 35 of Inverness Center.



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EXHIBIT "D"

Sewer Easement



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