

STATE OF ALABAMA)
COUNTY OF SHELBY)

DECLARATION OF RESTRICTIVE COVENANT

This Declaration of Restrictive Covenant (this "Declaration") is made as of this the 8th day of March, 2017 by and between **SAC, LLC**, an Alabama limited liability company ("SAC") and **Big Brass Properties, Inc.**, an Alabama corporation ("Big Brass").

RECITALS:

WHEREAS, SAC and Big Brass entered into that certain real estate sales contract dated June 11, 2016, as amended, modified and extended (the "Contract") for the purchase and sale of real property situated in the City of Pelham, Shelby County, Alabama, as more particularly described on **Exhibit A** and by this reference made a part hereof (the "**Big Brass Property**");


WHEREAS, SAC is the owner in fee simple of that certain real property situated in the City of Pelham, Shelby County, Alabama, as more particularly described on **Exhibit B** attached hereto and by this reference made a part hereof (the "**SAC Property**"); and

WHEREAS, in accordance with the terms of the Contract, SAC agreed that the SAC Property upon the closing of the sale of the Big Brass Property would be burdened by a restrictive covenant (the "Restrictive Covenant") as defined below.

NOW THEREFORE, in consideration of the recitals and of the agreements and covenants herein contained, the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Restrictive Covenant.** SAC covenants and agrees that SAC will not knowingly lease or sell any portion of the SAC Property to an individual or entity who or which will occupy less than 10,000 square feet as a retail store selling specialty meats and operating a butcher shop. This Restrictive Covenant on the SAC Property (i) shall not prohibit the SAC Property from being used as a restaurant, including without limitation a delicatessen and (ii) shall run with the land on the SAC Property but shall terminate and expire effective as of the date that Big Brass, or Big Brass's tenants, successors and assigns, cease to use the Big Brass Property as a retail store selling specialty meats and operating a butcher shop. Big Brass grants to SAC the authority to execute and record in the Probate Office of Shelby County, Alabama an instrument in such form and substance acceptable to SAC to evidence the termination of the Restrictive Covenant, if applicable.

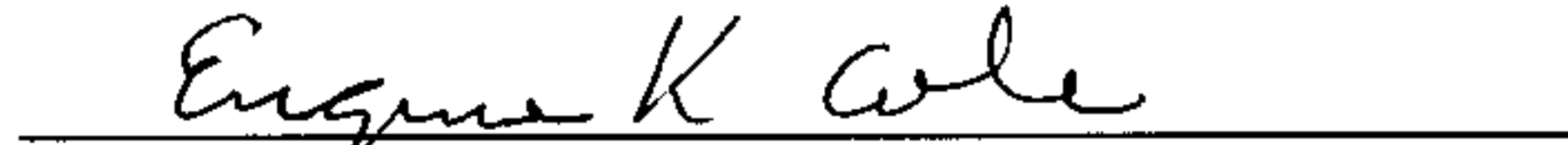
2. **Covenant Running with the Land.** The Restrictive Covenant shall be appurtenant to the Big Brass Property and the SAC Property, run with the land and be binding upon the parties hereto and their successors and assigns.


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3. **Governing Law.** This Declaration shall be governed by the laws of the State of Alabama, without regard to its conflict of law provisions.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Declaration to be executed by their respective authorized manager and officer as of the 8th day of March, 2017.

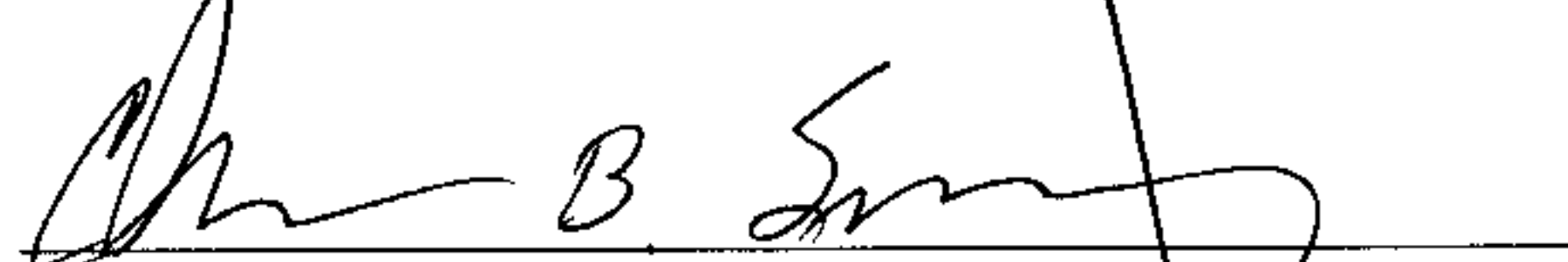
SAC, LLC, an Alabama limited liability company



By: Eugene K. Cole

Its: Manager


BIG BRASS PROPERTIES, INC., an Alabama corporation



By: Christopher B. Smiley

Its: President

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I, the undersigned Notary Public in and for said County and said State, hereby certify that Christopher B. Smiley, whose name as President of Big Brass Properties, Inc., an Alabama corporation, is signed to the foregoing Declaration of Restrictive Covenant and who is known to me acknowledged before me on this day that, being informed of the contents of the said Agreement, he, as such officer for said company, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 8th day of March, 2017.


Notary Public

Name: Stacy R. Aycock

My commission expires: 03/27/19

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned Notary Public in and for said County and said State, hereby certify that Eugene K. Cole, whose name as manager of SAC, LLC, an Alabama limited liability company, is signed to the foregoing Declaration of Restrictive Covenant and who is known to me acknowledged before me on this day that, being informed of the contents of said instrument, he, as such manager for said company, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 8th day of March, 2017.

Stacy R. Aycock
Notary Public

Name: Stacy R. Aycock

My commission expires: 03/27/19



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EXHIBIT A

LEGAL DESCRIPTION OF BIG BRASS PROPERTY

Lot 3B2, according to the Final Plat Resurvey of Lot 3B, Pelham Town Center, as recorded in Map Book 47 page 57, in the Probate Office of Shelby County, Alabama

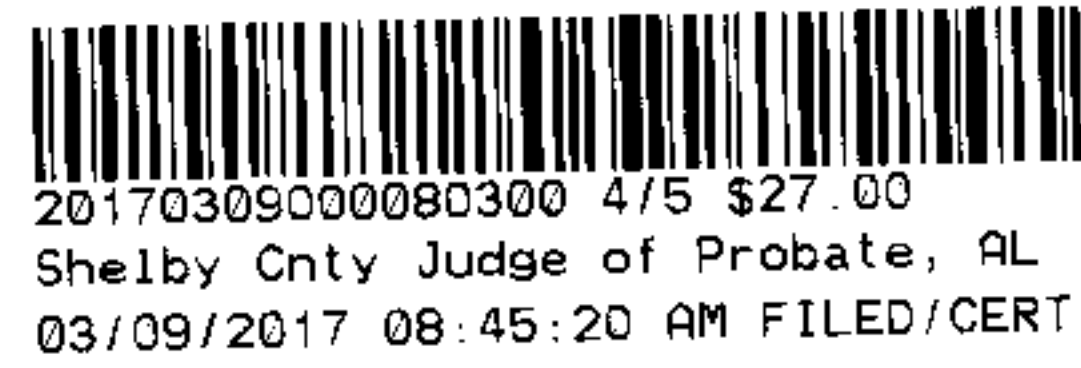


EXHIBIT B

LEGAL DESCRIPTION OF SAC PROPERTY

A parcel of land situated in part of the Southwest one-quarter of Section 19, Township 20, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of Southwest one-quarter of the Southwest one-quarter and run North 00 degrees 51 minutes 26 seconds West for a distance of 1034.63 feet to the POINT OF BEGINNING; thence run along last described course for a distance of 802.60 feet; thence run North 62 degrees 25 minutes 08 seconds East for a distance of 187.30 feet; thence run North 79 degrees 57 minutes 49 seconds East for a distance of 122.41 feet to a point on the Southernmost right of way line of Shelby County Highway 52 (right of way varies); thence run South 60 degrees 36 minutes 21 seconds East along said right of way for a distance of 139.85 feet; thence leaving said right of way, run South 29 degrees 24 minutes 34 seconds West for a distance of 283.60 feet; thence run South 60 degrees 39 minutes 09 seconds East for a distance of 163.59 feet; thence run South 84 degrees 47 minutes 57 seconds East for a distance of 176.77 feet to the point of commencement of a curve to the left, said curve having a radius of 330.00 feet, a central angle of 29 degrees 25 minutes 59 seconds, a chord bearing of South 09 degrees 30 minutes 56 seconds East for a chord distance of 167.66 feet; thence run along arc of said curve for a distance of 169.52 feet to the point of commencement of a reverse curve to the right, said curve having a radius of 369.95 feet, a central angle of 23 degrees 59 minutes 57 seconds, a chord bearing of South 12 degrees 14 minutes 03 seconds East for a chord distance of 153.83 feet; thence run along arc of said curve for a distance of 154.96 feet; thence run South 00 degrees 17 minutes 23 seconds East for a distance of 173.45 feet; thence run South 89 degrees 08 minutes 34 seconds West for a distance of 637.03 feet to the POINT OF BEGINNING. Said parcel contains 35,718 square feet or 10.00 acres more or less.

LESS AND EXCEPT Lot 3B2, according to the Final Plat Resurvey of Lot 3B, Pelham Town Center, as recorded in Map Book 47 page 57, in the Probate Office of Shelby County, Alabama



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