

RECORDING PREPARED BY
REQUESTED BY AND
WHEN RECORDED RETURN TO:
BRUCE RAMIN, ESQ.
THE TJX COMPANIES, INC.
770 COCHITUATE ROAD
FRAMINGHAM, MA 01701

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, made and entered into as of this 9th day of September, 2018, by and between **API ALABASTER, LLC**, a Delaware limited liability company (the "Landlord"), and **HOMEGOODS, INC.**, a Delaware corporation (the "Tenant"), provides:

1. **Lease.** The provisions set forth in a written lease between the parties hereto dated September 9, 2018 (the "Lease") are hereby incorporated by reference in this Memorandum.

2. **Demised Premises.** The Demised Premises are more particularly described as follows:

The "**Demised Premises**" consist of a portion of a one-story building, to be constructed by Landlord as herein provided, and contain twenty thousand (20,000) square feet of ground floor area having a frontage and width of one hundred twenty-six and one-half feet (126.5') and such other dimensions as shown upon the plan attached hereto (the "**Lease Plan**"), and are a portion of the premises within the Shopping Center referred to hereinbelow labeled HomeGoods Premises on the Lease Plan. The Protected Area shown on the Lease Plan shall not be modified in any way without Tenant's consent, which may be withheld at Tenant's sole and absolute discretion. The area outside the Protected Area shall not be modified if it adversely affects Tenant's access or visibility. In addition, Tenant shall have the exclusive right to use certain service areas adjacent to the Demised Premises which contain an exterior loading dock and trash storage area for Tenant's delivery and removal activities and for Tenant's compactor, dumpster and/or trash receptacles. It is expressly understood and agreed that said service areas shall not be included in computing minimum rent pursuant to Section 5.1 of the lease or Tenant's Fraction or Tenant's Portion (defined in Section 6.1) for purposes of Article VI and Paragraph 10 of Schedule B or for purposes of calculating other charges due under this lease. For purposes of this lease, floor area shall be measured from the outside face of exterior walls and the center of interior partition walls. If after completion of Landlord's Construction Work the Demised Premises shall contain less than the ground floor area required above then, in addition to all other remedies of Tenant, as a result thereof, the rent payable by Tenant pursuant to the lease shall be reduced proportionately and if the Demised Premises contains less than nineteen thousand (19,000) square feet of ground floor area, Tenant may terminate this lease by giving notice to Landlord. Notwithstanding anything to the contrary contained in this lease, in no event shall minimum rent, additional rent or other charges due under this lease be based on the Demised Premises containing more than twenty thousand (20,000) square feet of ground floor area. Landlord agrees that the name of the Shopping Center shall not contain the trade name of any business operated in the Shopping Center.

3. **Term and Option to Extend Term.** The original term of this lease shall be the period of ten (10) years and a fraction of a month commencing on the Commencement Date and terminating on the last day of the month during which the tenth (10th) anniversary of the Commencement Date shall occur, except, however, that if the Commencement Date shall be a first day of a calendar month then the original term of this lease shall be the period of ten (10) years commencing on the Commencement Date and terminating on the day prior to the tenth (10th) anniversary thereof.

Tenant shall have the right, at its election, to extend the original term of this lease, or the original term as it may have been previously extended, for four (4) extension periods of five (5) years each, each commencing upon the expiration of the original term, or the original term as thus previously extended (each sometimes herein referred to as an "**Extension Period**"), provided that Tenant shall give Landlord notice of the exercise of such election (a) at least six (6) months prior to the expiration of the original term, or the original term as previously extended, as the case may be or (b) within twenty (20) days after receipt of notice from Landlord to Tenant that Tenant has failed to exercise its option of extension within the period provided in (a) above, and the option(s) of extension shall not lapse until after the expiration of said twenty (20) day period following receipt of Landlord's notice. In addition, Tenant shall have the right, at its election, to extend the original term, or the original term as it may have been previously extended as aforesaid, for an extension period of a fraction of a year ending upon the January 31st next following the expiration of the original term, or the original term as previously extended, as the case may be (herein referred to as the "**Extra Period**"), provided that Tenant shall give Landlord notice of the exercise of such election (x) at least six (6) months prior to the expiration of the original term, or the original term as previously extended, as the case may be or (y) within twenty (20) days after receipt of notice from Landlord to Tenant that Tenant has failed to exercise its option of extension within the period

provided in (x) above, and the option(s) of extension shall not lapse until after the expiration of said twenty (20) day period following receipt of Landlord's notice.

4. Commencement Date.

An "Opening Day" shall be any Monday through Friday (except for legal holidays) between March 1 and the following May 31, and between August 1 and the following October 15. The "Commencement Date" shall be the first Opening Day after the later to occur of the following dates:

(1) the ninetieth (90th) day after the completion of Landlord's Construction Work, and receipt by Tenant of notice of such completion from Landlord and receipt by Tenant of permits for its work in the Demised Premises Tenant shall pursue same with reasonable diligence. Tenant shall notify Landlord if it encounters difficulty in procuring same and Landlord will assist in procuring the permits thereafter; and

(2) the day after the Inducement Condition is satisfied. The Inducement Condition shall be deemed satisfied on a given day when all of the following are open for business to retail customers in the Shopping Center (i) a Hobby Lobby store of at least 54,000 square feet, (ii) an Academy Sports store of at least 61,000 square feet and (iii) not counting Hobby Lobby, Academy Sports, the Demised Premises and any unbuilt Optional Building (defined in Paragraph 18.20), sixty percent (60%) of the remaining floor area in the Shopping Center is open for business to retail customers; and

(3) the ninetieth (90th) day after Landlord shall have delivered to Tenant all of the fully executed and acknowledged instruments referred to in Paragraph 8 of Schedule B to this lease; and

(4) the tenth (10th) day after Landlord shall have delivered to Tenant a current certificate of occupancy (or its equivalent depending on the jurisdiction) for the Demised Premises, if the same shall be issuable in accordance with local law or custom; and

(5) the thirtieth (30th) day after Landlord shall have completed "shell construction" of at least two hundred fifty thousand (250,000) square feet of building floor area (in addition to the Demised Premises) in the areas shown therefor upon the Lease Plan (as referred to in Paragraph 1 of Schedule B); "shell construction" shall mean the foundation, all exterior walls, roof, and all doors and windows (including glass or aesthetically suitable temporary substitutes for such glass); and

(6) the sixtieth (60th) day after Landlord shall have installed or renovated the Pylon Signs with a space for Tenant's identification panels thereon all as required by Paragraph 3 of Schedule B hereof; and

(7) the sixtieth (60th) day after Tenant's receipt of the necessary governmental permits and approvals for Tenant's exterior signs, as well as Tenant's identification panels on the Pylon Signs, all as provided in Section 9.2 below and Paragraph 3 of Schedule B hereof (Tenant agrees to timely apply for and diligently pursue such permits after the Delivery Date); and

(8) the fifth (5th) day after completion of construction of the Common Areas (defined in Paragraph 2 of Schedule B); and

(9) April 15, 2020.

Notwithstanding the foregoing, if the Demised Premises shall be opened for business with customers prior to the Commencement Date determined as above provided, such date of opening shall be the Commencement Date.

5. Duplicate of the originals of the Lease are in the possession of the Landlord and Tenant and reference should be made thereto with respect to any questions arising in connection therewith. The addresses for Landlord and Tenant are as follows:

Landlord: 2000 Lay Dam Road
Clanton, Alabama 35045

Tenant: 770 Cochituate Road
Framingham, Massachusetts 01701
Attn: Vice President -- Real Estate

With copies to:
770 Cochituate Road
Framingham, Massachusetts 01701
Attn: Legal Department, Vice-President,
Legal

and to:
770 Cochituate Road
Framingham, Massachusetts 01701
Attn: Legal -- Real Estate

6. The Lease contains certain restrictions upon the remainder of the Shopping Center property described in Schedule A attached hereto, as set forth in Schedule B of the Lease and in Schedule F attached hereto, including without limitation, the following:

(A) Landlord agrees that the Shopping Center shall not be used (a) for any non-retail purposes (repairs, alterations and offices incidental to retailing, and banks and small loan offices, shall be deemed retail for purposes of this lease), except that governmental and commercial offices are permitted in Buildings S-10, S-11 and S-12 and hotels are permitted in Buildings S-11 and S-12 as shown on the Lease Plan (b) for any entertainment purposes such as a bowling alley, skating rink, cinema, bar (except a bar incidental to a primary restaurant use is allowed in a location permitted by this lease so long as projected sales of beer, wine and alcohol are less than forty percent (40%) of the projected gross sales for such establishment), nightclub, discotheque, amusement gallery, poolroom, health club, massage parlor, sporting event, sports or game facility, off-track betting club, or (c) for any of the Prohibited Uses set forth in Schedule F attached hereto. No restaurants or establishments selling food prepared on premises for consumption on or off premises shall be located within 200 feet of the Demised Premises, and no restaurant shall exceed three thousand (3,000) square feet of floor area, except (i) this restaurant size limitation does not apply to restaurants on outlots and the future development area as depicted in the lease plan in Schedule A and outparcels, and (ii) with respect to each of Buildings S-2, S-4, S-6 and S-8, the restaurant size limitation shall be five thousand (5,000) square feet; provided, however, this shall not preclude the sale of food for consumption on or off premises within a grocery store in the Shopping Center. (Collectively the uses described herein are referred to as the "Prohibited Uses".) Tenant agrees that the Prohibited Uses apply to the Demised Premises.

(B) Subject to the exceptions for Academy, Hobby Lobby, Shoe Station, Petco, Five Below, Kirkland, and Party City, Landlord and Tenant agree that, from the date hereof until expiration of the term of this lease, no other premises in the Shopping Center shall at any time contain more than fifteen thousand (15,000) square feet of floor area therein used or occupied for, or devoted to, the sale or display of furnishings for the home including the following categories of items: linens and domestics, window treatments, floor coverings, bathroom items, bedding, furniture, wall décor, housewares, table top goods, glassware, flatware, cookware, kitchen utensils, giftware and/or closet, shelving and storage items and home accessories ("homegoods"). The computation of such floor area shall include one half (1/2) of all floor area in any aisles, corridors or similar spaces adjacent to or abutting any racks, gondolas, shelves, cabinets, counters or other fixtures or equipment containing or used for the sale or display of homegoods (all of the foregoing is hereinafter referred to as the "Exclusive Use" and the merchandise referred to therein as the "Protected Merchandise").

(C) In addition to all other remedies available to Tenant at law and in equity for a breach of the covenants contained in Paragraphs (A) and (B) of this Paragraph 4, if an occupant or tenant in the Shopping Center engages in the Exclusive Use or a Prohibited Use, Tenant shall be entitled to any of the following remedies on a non-exclusive basis: (i) Tenant may pay *Alternate Rent (as defined in Section 4.3(B) of the lease)* until such Exclusive Use or Prohibited Use ceases, except that Landlord shall have three (3) months to attempt cure before Tenant may pay Alternate Rent when Landlord has not consented to the Exclusive Use, (ii) Tenant may terminate this lease if the Exclusive Use or Prohibited Use continues for more than one hundred fifty (150) consecutive days by giving thirty (30) days' notice to Landlord or (iii) Tenant may seek injunctive relief to enjoin or restrain such occupant or tenant from engaging in the Exclusive Use or a Prohibited Use. Notwithstanding anything to the contrary contained herein, so long as Landlord is using its best efforts to diligently enforce the restrictions contained in this Paragraph 4 against any tenant or occupant engaged in the Exclusive Use or a Prohibited Use in violation of its lease, Tenant's termination right under this Paragraph 4(C) shall be stayed.

7. It is understood and agreed that the only purpose of this Memorandum of Lease is to give notice of the Lease; it being distinctly understood and agreed that said Lease constitutes the entire lease and agreement between Landlord and Tenant with respect to the Demised Premises. The Lease contains additional rights, terms and conditions not enumerated in this instrument. This instrument is not intended to vary the terms of the Lease, including such rights, terms and conditions and in the event of any inconsistency between the provisions of this Memorandum of Lease and the Lease, the provisions of the Lease shall control.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum pursuant to due authorization.

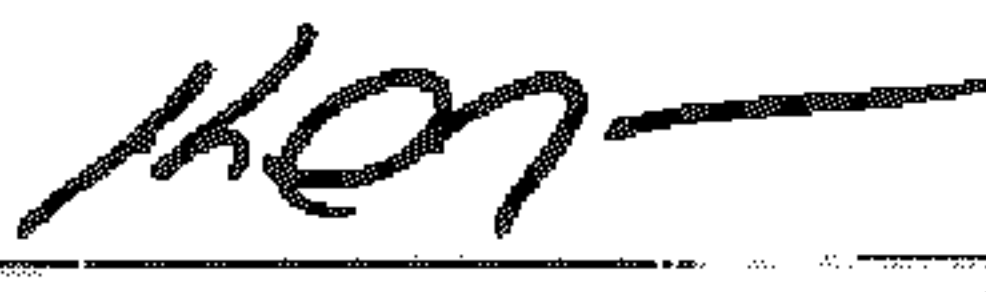
WITNESSES AS TO LANDLORD:

API ALABASTER, LLC,
a Delaware limited liability company



By: Alumni Property and Investments, LLC,
an Alabama limited liability company
Its: Manager



By: 
Keith Owens, its Managing Member

LANDLORD'S ACKNOWLEDGMENT

STATE OF ALABAMA
MONTGOMERY COUNTY

I the undersigned Notary Public in and for said State at Large, hereby certify that Keith Owens, whose name as Managing Member of Alumni Property and Investments, LLC, an Alabama limited liability company, the Manager of API Alabaster, 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, as such officer of such entity and with full authority, executed the same voluntarily for and as the act of said limited liability company acting in its capacity as Manager of API Alabaster, LLC as of the date hereof.

Given under my hand this the 24th day of September, 2018.


NOTARY PUBLIC (SEAL)
My commission expires: 10/14/20

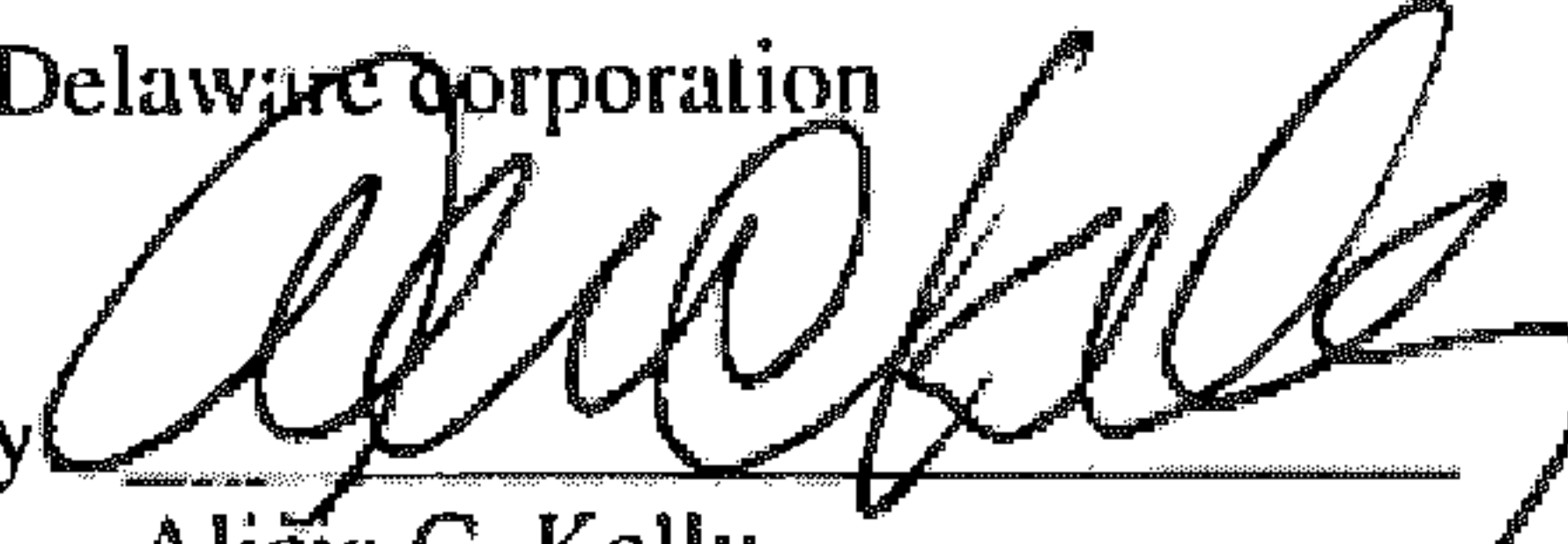
WITNESSES AS TO BOTH:

Muriel F. Fisher

alison R. dalan

HOMEGOODS, INC.

a Delaware corporation

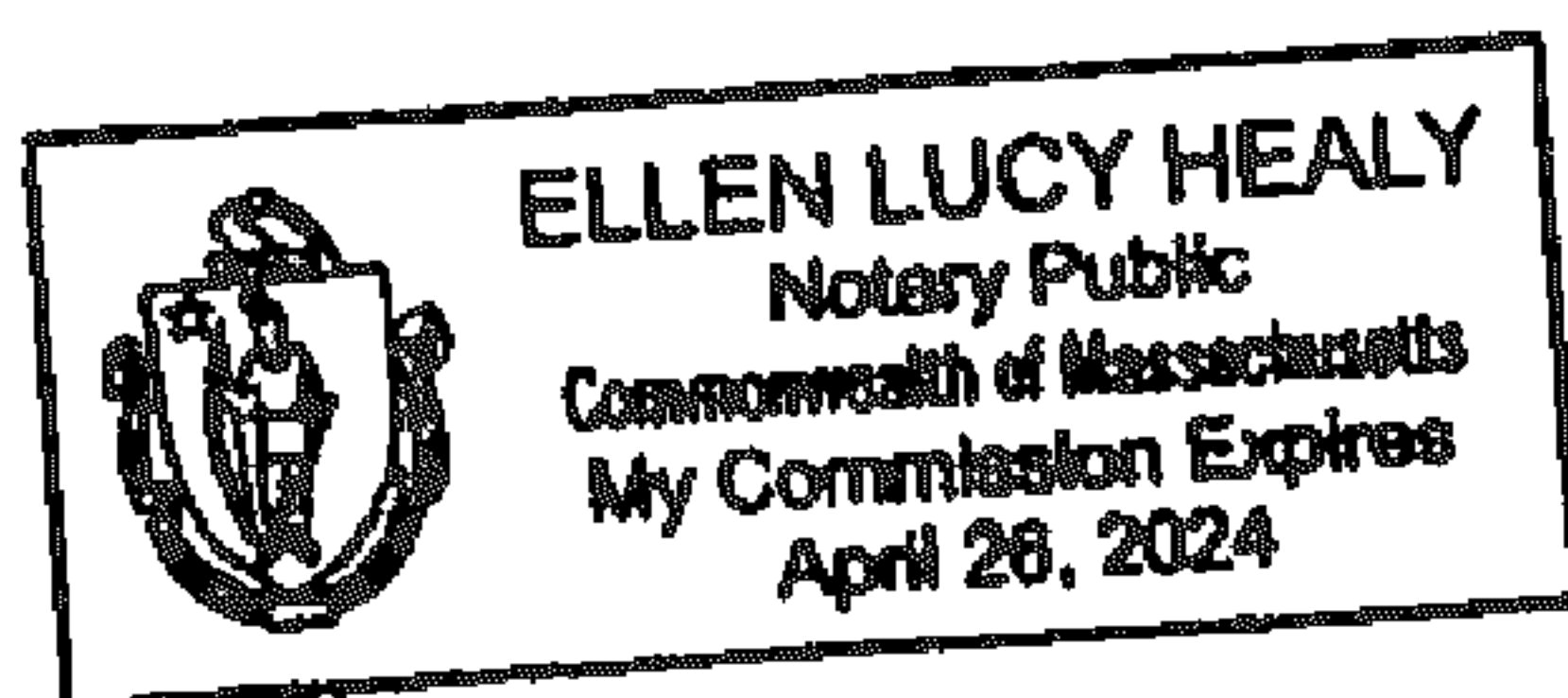
By: 
Alicia C. Kelly
Secretary

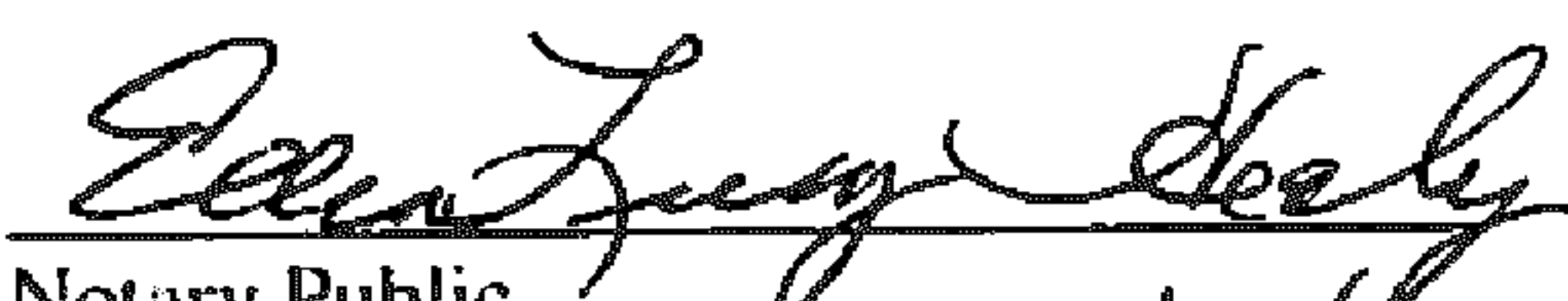
By: 
David L. Averill
Vice President

TENANT'S ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS)
) SS.
COUNTY OF MIDDLESEX)

On this 17th day of September, 2018, before me, the undersigned notary public, personally appeared Alicia C. Kelly as Secretary and David L. Averill as Vice President, respectively, of HomeGoods, Inc., on behalf of the corporation, proved to me through satisfactory evidence of identification, which is personal knowledge of the identity of both, to be the people whose names are signed on the preceding document and who acknowledged that they signed it voluntarily and executed same in his/her/their authorized capacity(ies) for its stated purpose.




Notary Public
My commission expires: 4/26/24

SCHEDULE A

DESCRIPTION OF SHOPPING CENTER AND DEMISED PREMISES

The “**Demised Premises**” consist of a portion of a one-story building, to be constructed by Landlord as herein provided, and contain twenty thousand (20,000) square feet of ground floor area having a frontage and width of one hundred twenty-six and one-half feet (126.5') and such other dimensions as shown upon the plan attached hereto (the “**Lease Plan**”), and are a portion of the premises within the Shopping Center referred to hereinbelow labeled HomeGoods Premises on the Lease Plan. The Protected Area shown on the Lease Plan shall not be modified in any way without Tenant’s consent, which may be withheld at Tenant’s sole and absolute discretion. The area outside the Protected Area shall not be modified if it adversely affects Tenant’s access or visibility. In addition, Tenant shall have the exclusive right to use certain service areas adjacent to the Demised Premises which contain an exterior loading dock and trash storage area for Tenant’s delivery and removal activities and for Tenant’s compactor, dumpster and/or trash receptacles. It is expressly understood and agreed that said service areas shall not be included in computing minimum rent pursuant to Section 5.1 of the lease or Tenant’s Fraction or Tenant’s Portion (defined in Section 6.1) for purposes of Article VI and Paragraph 10 of Schedule B or for purposes of calculating other charges due under this lease. For purposes of this lease, floor area shall be measured from the outside face of exterior walls and the center of interior partition walls. If after completion of Landlord’s Construction Work the Demised Premises shall contain less than the ground floor area required above then, in addition to all other remedies of Tenant, as a result thereof, the rent payable by Tenant pursuant to the lease shall be reduced proportionately and if the Demised Premises contains less than nineteen thousand (19,000) square feet of ground floor area, Tenant may terminate this lease by giving notice to Landlord. Notwithstanding anything to the contrary contained in this lease, in no event shall minimum rent, additional rent or other charges due under this lease be based on the Demised Premises containing more than twenty thousand (20,000) square feet of ground floor area. Landlord agrees that the name of the Shopping Center shall not contain the trade name of any business operated in the Shopping Center.

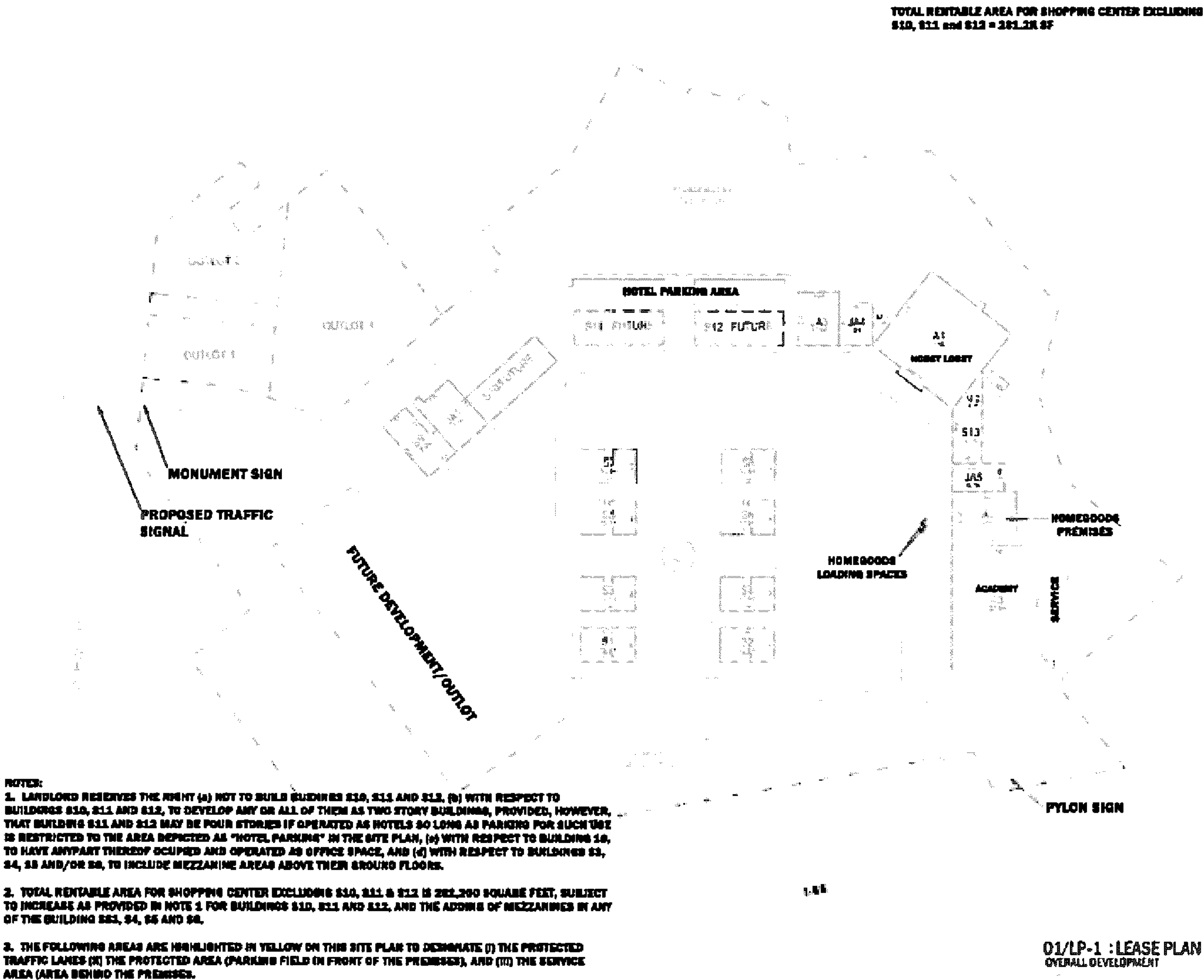
The Demised Premises are situated within the so-called District 31 Shopping Center, to be constructed by Landlord as herein provided, at the northeast corner of the intersection of Highway 31 (the “Main Street”) and I-65 in Alabaster, County of Shelby, Alabama. The **Shopping Center** is the land, together with the buildings and other structures from time to time thereon, shown on the Lease Plan, and is more particularly described as follows:

(LEGAL DESCRIPTION)

A TRACT OF LAND SITUATED IN SECTION 1, TOWNSHIP 21 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE, 3 WEST, SHELBY COUNTY, ALABAMA THENCE RUN SOUTH 00 DEGREES 25 MINUTES 28 SECONDS EAST ALONG THE EAST LINE OF SAID QUARTER-QUARTER SECTION FOR 514.04 FEET TO THE POINT OF BEGINNING THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE AND SAID QUARTER-QUARTER SECTION LINE FOR 388.30 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 15 SECONDS EAST FOR 258.67 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE I-65; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING COURSE SOUTH 28 DEGREES 29 MINUTES 34 SECONDS WEST FOR 314.30 FEET; THENCE NORTH 79 DEGREES 34 MINUTES 07 SECONDS WEST FOR 108.34 FEET; THENCE SOUTH 29 DEGREES 14 MINUTES 19 SECONDS WEST FOR 926.07 FEET; THENCE SOUTH 28 DEGREES 45 MINUTES 12 SECONDS WEST FOR 35.84 FEET; THENCE SOUTH 27 DEGREES 34 MINUTES 24 SECONDS WEST FOR 180.69 FEET; THENCE SOUTH 41 DEGREES 04 MINUTES 36 SECONDS WEST FOR 482.40 FEET; THENCE SOUTH 48 DEGREES 26 MINUTES 07 SECONDS WEST FOR 63.65 FEET; THENCE LEAVING SAID RIGHT OF WAY RUN NORTH 00 DEGREES 14 MINUTES 19 SECONDS WEST FOR 99.26 FEET; THENCE RUN NORTH 88 DEGREES 16 MINUTES 27 SECONDS WEST FOR 419.69 FEET; THENCE RUN NORTH 00 DEGREES 10 MINUTES 01 SECONDS WEST FOR 180.50 FEET; THENCE RUN NORTH 88 DEGREES 27 MINUTES 27 SECONDS WEST FOR 458.52 FEET, TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF U.S. HWY 31; THENCE RUN NORTH 45 DEGREES 20 MINUTES 59 SECONDS WEST, ALONG SAID RIGHT OF WAY LINE FOR 570.70 FEET; THENCE RUN NORTH 00 DEGREES 01 MINUTES 52 SECONDS WEST FOR 230.38 FEET; THENCE RUN NORTH 89 DEGREES 52 MINUTES 13 SECONDS EAST FOR 73.26 FEET; THENCE RUN SOUTH 00 DEGREES 21 MINUTES 42 SECONDS WEST FOR 105.70 FEET; THENCE RUN SOUTH 88 DEGREES 58 MINUTES 34 SECONDS EAST FOR 75.01 FEET; THENCE RUN NORTH 00 DEGREES 21 MINUTES 42 SECONDS EAST FOR 255.02 FEET; THENCE RUN SOUTH 88 DEGREES 58 MINUTES 34 SECONDS EAST FOR 456.76 FEET; THENCE RUN NORTH 00 DEGREES 03 MINUTES 27 SECONDS WEST FOR 196.39 FEET; THENCE RUN SOUTH 89 DEGREES 20 MINUTES 30 SECONDS WEST FOR 92.43 FEET; THENCE RUN NORTH 00 DEGREES 06 MINUTES 15 SECONDS WEST FOR 266.64 FEET; THENCE RUN NORTH 22 DEGREES 07 MINUTES 12 SECONDS WEST FOR 271.40 FEET; THENCE RUN NORTH 69 DEGREES 01 MINUTES 11 SECONDS EAST FOR 166.01 FEET; THENCE RUN NORTH 04 DEGREES 21 MINUTES 53 SECONDS WEST FOR 23.34 FEET; THENCE RUN NORTH 54 DEGREES 46 MINUTES 36 SECONDS

EAST FOR 113.43 FEET; THENCE RUN NORTH 09 DEGREES 39 MINUTES 48 SECONDS WEST FOR 30.55 FEET; THENCE RUN NORTH 71 DEGREES 05 MINUTES 35 SECONDS EAST FOR 118.78 FEET; THENCE RUN SOUTH 53 DEGREES 28 MINUTES 36 SECONDS EAST FOR 111.89 FEET; THENCE RUN NORTH 33 DEGREES 28 MINUTES 32 SECONDS EAST FOR 336.85 FEET; THENCE RUN NORTH 89 DEGREES 48 MINUTES 23 SECONDS EAST FOR 479.72 FEET; THENCE RUN SOUTH 37 DEGREES 30 MINUTES 44 SECONDS EAST FOR 206.64 FEET; THENCE RUN SOUTH 68 DEGREES 14 MINUTES 54 SECONDS EAST FOR 214.66 FEET; THENCE RUN NORTH 78 DEGREES 55 MINUTES 42 SECONDS EAST FOR 360.03 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINING 3,113,352.65 SQ. FT. OR 71.47 ACRES MORE OR LESS.

SCHEDULE A



THE DISTRICT

07-30-2018

LEASE PLAN
D:\TRF\31

LP-1

SCHEDULE F PROHIBITED USES

1. any bowling alley, arcade (provided, that this shall not prohibit or om any way restrict any games from being made available on an incidental basis) game facility, billiard parlor, poolroom or other place of amusement;
2. payday loan or check cashing provider;
3. any tavern or bar, except (A) to the extent incidental to restaurants or other eating establishments operated primarily for on-premises dining and having alcoholic beverage sales constituting less than 40% of all annual sales, calculated on an annual basis ["permitted Restaurant"]) and (B) the operation of a craft brewery establishment containing 5,000 square feet or less are permitted;
4. any health club, spa, massage parlor or gymnasium (except that one (1) personal trainer store such as Orange Theory or Curves, one (1) Massage Envy (or like), as well as one (1) day spa shall be permitted so long each such use does not contain more than 4,000 square feet of leasable square footage). This shall not be construed to prohibit or in any way restrict physical therapy, rehabilitation or similar facilities or uses;
5. any night club or discotheque;
6. any second hand store, whose principal business is selling used or donated merchandise such as Goodwill, with exception of quality stores such as Plato's Closet, and Gamestop or similar stores typically found in first class shopping centers;
7. any mobile home park or trailer court (except that this provision shall not prohibit the temporary use of construction trailers or portable buildings for any tenant pre-opening operations);
8. any dumping, disposing, incineration or reduction of garbage (exclusive of appropriately screened dumpsters located in the rear of any building);
9. any fire sale, bankruptcy sale (unless pursuant to a court order),
10. any central laundry or dry cleaning plant or laundromat (except that this prohibition shall not be applicable to on-site service provided solely for pickup and delivery by the ultimate consumer);
11. any automobile, truck, or R.V. sales, leasing, display or repair (provided, this shall not be construed to prohibit or in any way restrict the sale, leasing, display or repair of motorcycles, other motorized bikes, all-terrain vehicles, golf carts and other similar vehicles from the interior of any space);
12. any skating rink;
13. any living quarters, sleeping apartments or lodging rooms, except that hotels are permitted in Buildings S11 and S12;
14. any funeral home or mortuary;
15. any pawn shop;
16. any place of betting or gambling, any bingo club or other gaming;
17. any auction house;
18. any office space except for the buildings designated as S10, S11 and S12 on Schedule A; except that the following office uses shall be permitted in any part of the Shopping Center (a) offices incidental to on-site retailing operations, (b) any federally or state chartered bank service and federally insured financial institution, or (c) other office uses that are commonly located in retail shopping centers, such as insurance offices, travel agencies, tax preparation, brokerage offices and the like;
19. any flea market;
20. (any establishment selling or exhibiting pornographic materials except as may be an incidental portion of the business of a national or regional bookstore such as Barnes & Noble or Books-A-Million);
21. any place of religious worship;
22. any training or educational facility, including but not limited to: beauty schools, barber colleges, reading rooms, places of instruction, or other operations catering primarily to students or trainees rather than to customers (except that a tutoring facility such as Kumon or Sylvan or the like shall be permitted so long as it does not contain more than 4,000 square feet of leasable square footage and only one (1) such facility is located in the Shopping Center at any time);
23. with the exception of Dollar Tree or Five Below, any "dollar store" or "big lots" deep discount store or other closeout stores such as Ollies, Treasure Hunt, Big Lots or similar stores (but this shall not be construed to prohibit TJ Maxx, Marshalls, HomeGoods, Ross or similar stores);
24. any tattoo parlor or body piercing establishment;
25. any so-called "head shop" or business or facility selling, supplying, dispensing or distributing marijuana or products or by-products derived therefrom, whether by prescription, medical recommendation or otherwise;
26. any store selling electronic cigarettes or similar devices as its primary business;

27. any use which is a public or private nuisance.

28. Any movie theatre, cinema house or live stage theatre

29. Any venue for live on-site sporting events.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/18/2018 04:00:34 PM
\$1661.50 CHARITY
20181218000442180

Allie S. Beyle