

PREPARED BY AND RECORDING
REQUESTED BY AND
WHEN RECORDED RETURN TO:
Joseph Landry
THE TJX COMPANIES, INC.
770 COCHITUATE ROAD, ROUTE 2CN
FRAMINGHAM, MA 01701


20251016000318440 1/17 \$70.00
Shelby Cnty Judge of Probate, AL
10/16/2025 10:25:38 AM FILED/CERT

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT
AGREEMENT

This SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made and entered into as of September 30, 2025, by and among Protective Life Insurance Company, its subsidiaries and their successors and/or assigns ("Lender"), Highway 11/31 LLC ("Landlord") and The TJX Companies, Inc. ("Tenant").

RECITALS:

WHEREAS, Lender is the holder of a Promissory Note which is secured, inter alia, by a Mortgage and Security Agreement (the "Mortgage") and Assignment of Lease and Rents (the "Lease Assignment") covering certain real property more particularly described in the Mortgage known as Alabaster Promenade Shopping Center located in Alabaster, AL and described further in **Schedule A**, a copy of which is attached hereto (hereinafter referred to as "Property"); and

WHEREAS, Landlord and Tenant are the current holders of the interests of landlord and tenant under a Lease dated April 11, 2006 as the same has been amended from time to time (the "Lease"), whereby Landlord demised to Tenant a portion of the Property (the "Demised Premises"). All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Lease.

NOW THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Tenant, Landlord and Lender, intending to be legally bound hereby, covenant and agree as follows:

1. **SUBORDINATION.** This Lease shall be and is hereby made subordinate to the lien of (but not the terms and conditions of) the Mortgage and to all increases, renewals, modifications, amendments, consolidations and extensions thereof.

Alabaster, AL
TJ Maxx Store # 1074

2. NON-DISTURBANCE. Provided that Tenant is not in default under the Lease of such a nature as would permit Landlord to terminate the Lease pursuant to default provisions of the Lease, Lender shall not, in the exercise of any right, remedy, or privilege granted by the Mortgage or the Lease Assignment, or otherwise available to Lender at law or in equity:

(i) disturb Tenant's possession, enjoyment, use or occupancy of the Demised Premises and the appurtenant rights thereto under the Lease during the term of the Lease (including any extensions, renewal, or modification thereof); or

(ii) join or name Tenant as a party to any foreclosure or other proceeding instituted by Lender to enforce the terms of the Mortgage or the Lease Assignment against Landlord.

In the event Lender comes into possession of or acquires title to all or any portion of the Property as a result of any enforcement of the Mortgage, or any other means, Tenant shall peaceably and quietly have, hold and enjoy the Demised Premises and the rights of Tenant appurtenant thereto for the term of the Lease as the same may be extended, subject to the terms, covenants, conditions, provisions and agreements thereof.

3. ATTORNMENT. In the event Lender comes into possession of or acquires title to all or any portion of the Property as a result of foreclosure or other enforcement of the Mortgage, or as a result of any other means, Lender agrees to recognize Tenant's possession of the Demised Premises and Tenant agrees to attorn to and accept Lender as landlord under the Lease for the balance then remaining of the term of the Lease, subject to all of the terms and conditions of the Lease.

Upon any attornment under this Paragraph 3, the Lease shall continue in full force and effect as a direct lease between Tenant and Lender and Lender will assume and perform all of Landlord's obligations under the Lease except that Lender shall not be:

(i) liable for any damages for any breach, act or omission of any prior landlord under the Lease except for acts or omissions of a continuing nature which continue after such time as Lender comes into possession of or acquires title to all or any portion of the Property and of which Lender was previously notified in writing in accordance with the terms of Section 5 below; or

(ii) subject to any offsets, claims or defenses which Tenant might have against any prior landlord including Landlord except to the extent such right of offset or defense is specifically set forth in the Lease, and Lender was previously notified in writing of the act or event giving rise to such offset or defense in accordance with the terms of Section 5 below; or

(iii) bound by any rent or additional rent or other payment in lieu of rent which Tenant might have paid to any prior landlord more than thirty (30) days in advance of its due date under the Lease, unless such prepayment is required pursuant to the terms of the Lease; or

Alabaster, AL
TJ Maxx Store # 1074



20251016000318440 3/17 \$70.00
Shelby Cnty Judge of Probate, AL
10/16/2025 10:25:38 AM FILED/CERT

(iv) bound by any amendment or modification to the Lease which has the effect of decreasing the rent payable under the Lease, or decreasing the term of the Lease made without Lender's written consent which consent shall not be unreasonably withheld, conditioned or delayed; or

(v) be liable for any security deposit unless actually received by Lender.

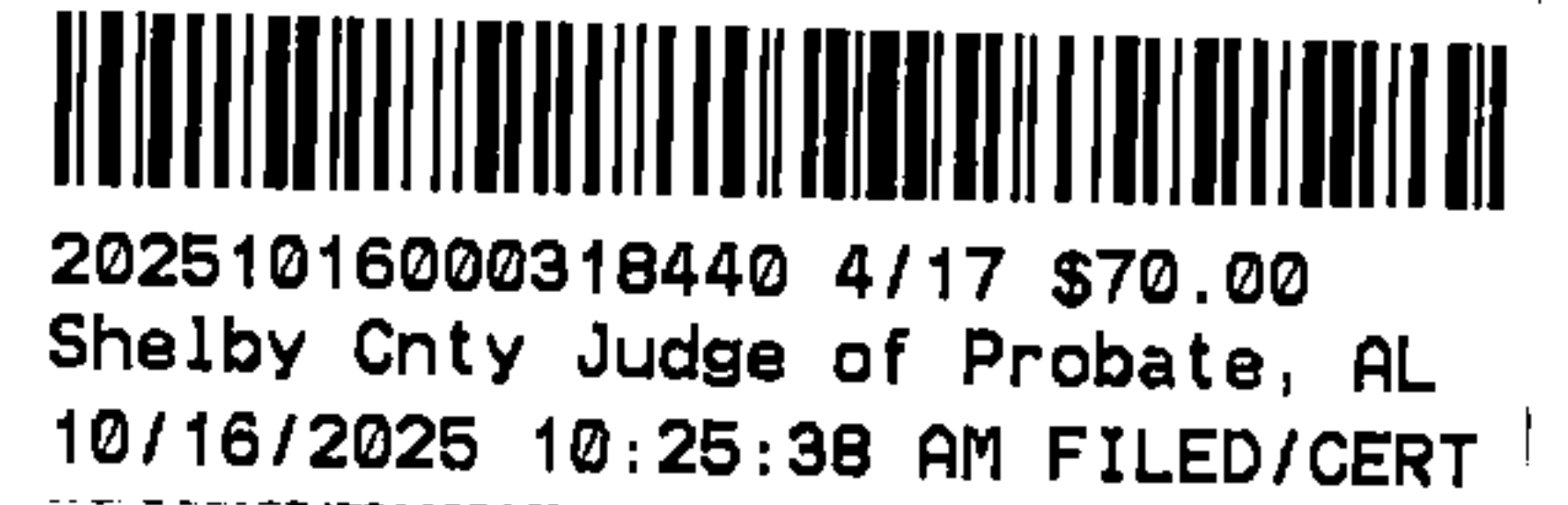
4. RENTS. Landlord hereby advises Tenant that the Lease Assignment provides for the direct payment to Lender of all rents and other monies due and to become due to Landlord under the Lease upon the occurrence of certain conditions as set forth in the Lease Assignment without Lender's taking possession of the Demised Premises or otherwise assuming Landlord's position or any of Landlord's obligations under the Lease. After written notice is given to Tenant by Lender in form reasonably acceptable to Tenant, that Landlord has defaulted under the Mortgage and that the rentals under the Lease should be paid to Lender, Tenant shall pay to Lender, or in accordance with the direction of Lender all rentals and other monies due and to become due to the Landlord under the Lease, and Landlord hereby expressly authorizes Tenant to make such payments as directed by Lender and hereby releases and discharges Tenant of, and from any liability to Landlord on account of any such payments. Tenant shall have no responsibility to ascertain whether such demand by Lender is permitted under the Mortgage or the Lease Assignment. Furthermore, in connection with the aforesaid, and notwithstanding anything to the contrary contained elsewhere, Landlord, its successor and/or assigns hereby agree to indemnify and hold harmless Tenant against any expenses, claims, losses, or damages incurred by Tenant resulting from or arising out of claims by Landlord, its successors or assigns that such rental payments should not have been, or cannot be, made to Lender or the like.

5. DEFAULT NOTICES TO LENDER. So long as the Mortgage is in force and effect, Tenant agrees not to terminate the Lease by reason of default by Landlord under the Lease without giving prior written notice thereof to Lender and Lender shall have the right (but not the obligation until the earlier of the time that Lender comes into possession of or acquires title to all or any part of the Property) to cure any of Landlord's defaults under the Lease within the same time period as is available to Landlord for the curing thereof under the Lease after receipt of such notice except Tenant shall have the right to exercise its enumerated termination rights set forth in the Lease without giving Lender notice or the opportunity to cure.

6. NOTICES. All notices and other communications pursuant to the provisions of this Agreement shall be in writing and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or by a reputable commercial overnight carrier that provides a receipt, such as Federal Express or Airborne Express, and shall be deemed given when received and addressed as noted below, or to such other address or addresses as shall from time to time be designated by notice by any party to the others as herein provided.

Alabaster, AL
TJ Maxx Store # 1074

If to Tenant c/o The TJX Companies, Inc.
770 Cochituate Road
Framingham, MA 01701
Attn: Vice President - Real Estate



If to Landlord: Highway 11/31 LLC
c/o Merchants Retail Partners
2801 Highway 280 S, Suite 345
Birmingham, AL 35223

If to Lender: Protective Life Insurance Company,
its subsidiaries and their successors and/or assigns
2801 Highway 280 South
Birmingham, AL 35223
Attn: Invest. Dept [3-3ML]

Any party may change the place that notices are to be sent by written notice delivered in accordance with this Agreement.

7. SUCCESSORS AND ASSIGNS. As used in this Agreement, the term “Tenant” shall mean Tenant and any subsequent holder or holders of an interest of the lessee under the Lease, and the term “Lender” shall mean Lender or any other subsequent holder or holders of the Mortgage or any party becoming a mortgagee in possession or acquiring title to the Property or the Demised Premises by purchase at a foreclosure sale, deed in lieu of foreclosure, other enforcement of the Mortgage, by deed of the Lender, or otherwise. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. The terms Lease, Mortgage and Lease Assignment shall include any and all amendments, modifications, replacements, substitutions, extensions, renewals and supplements thereto. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceable shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8. RECORDATION. Lender agrees to record this agreement promptly upon full execution of the same. Upon recorded satisfaction of the Mortgage, this Agreement shall become null and void and be of no further effect.

9. AUTHORITY. The individuals executing this Agreement hereby represent and warrant that they are empowered and duly authorized to so execute this agreement on behalf of the parties they represent.

10. COUNTERPART SIGNATURES. This Agreement may be executed in two or more original counterparts, each of which shall be deemed an original, but all of which together shall constitute one of and the same instrument.

11. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the United States of America and the State or Commonwealth in which the Property is located.

{ This page ends here. Next page is Signature Page }

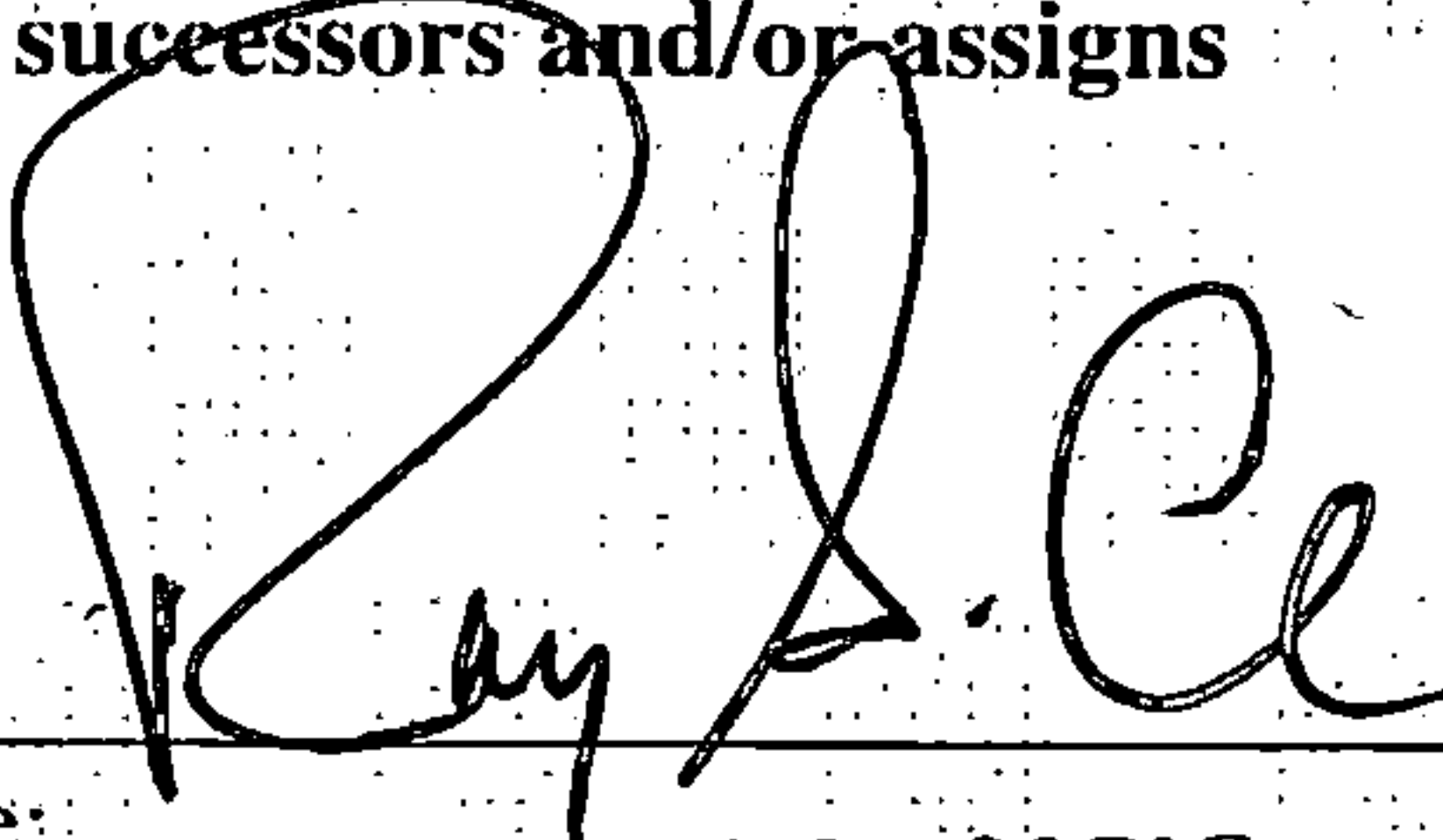
Alabaster, AL
TJ Maxx Store # 1074



20251016000318440 5/17 \$70.00
Shelby Cnty Judge of Probate, AL
10/16/2025 10:25:38 AM FILED/CERT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

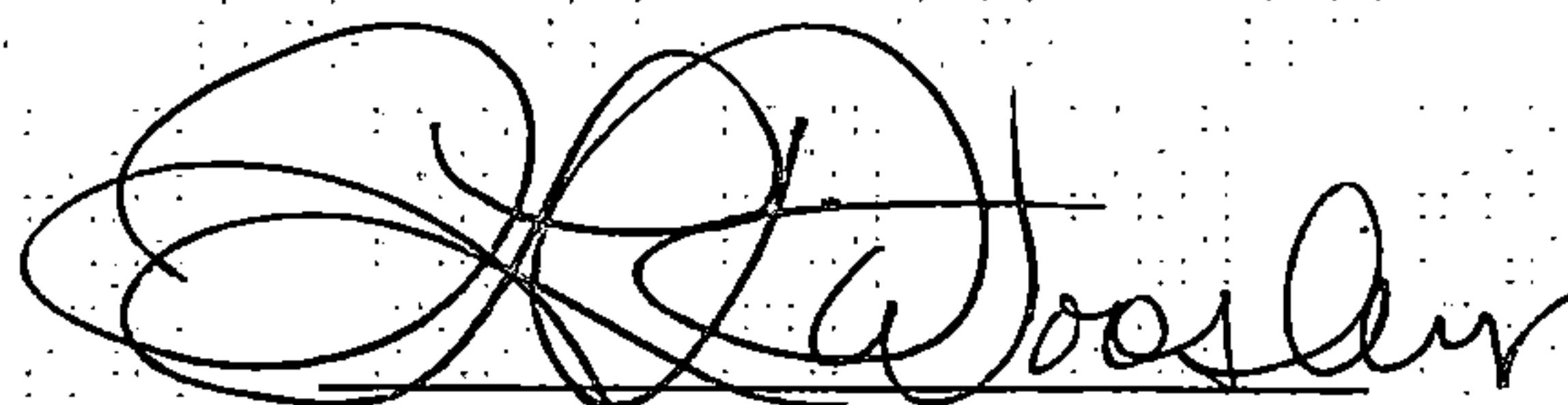
LENDER:
Protective Life Insurance
Company, its subsidiaries and
their successors and/or assigns

By: 
Name: **RAY A. CARLE**
Its: **SENIOR DIRECTOR, LEGAL**
INVESTMENTS/MORTGAGE LOANS

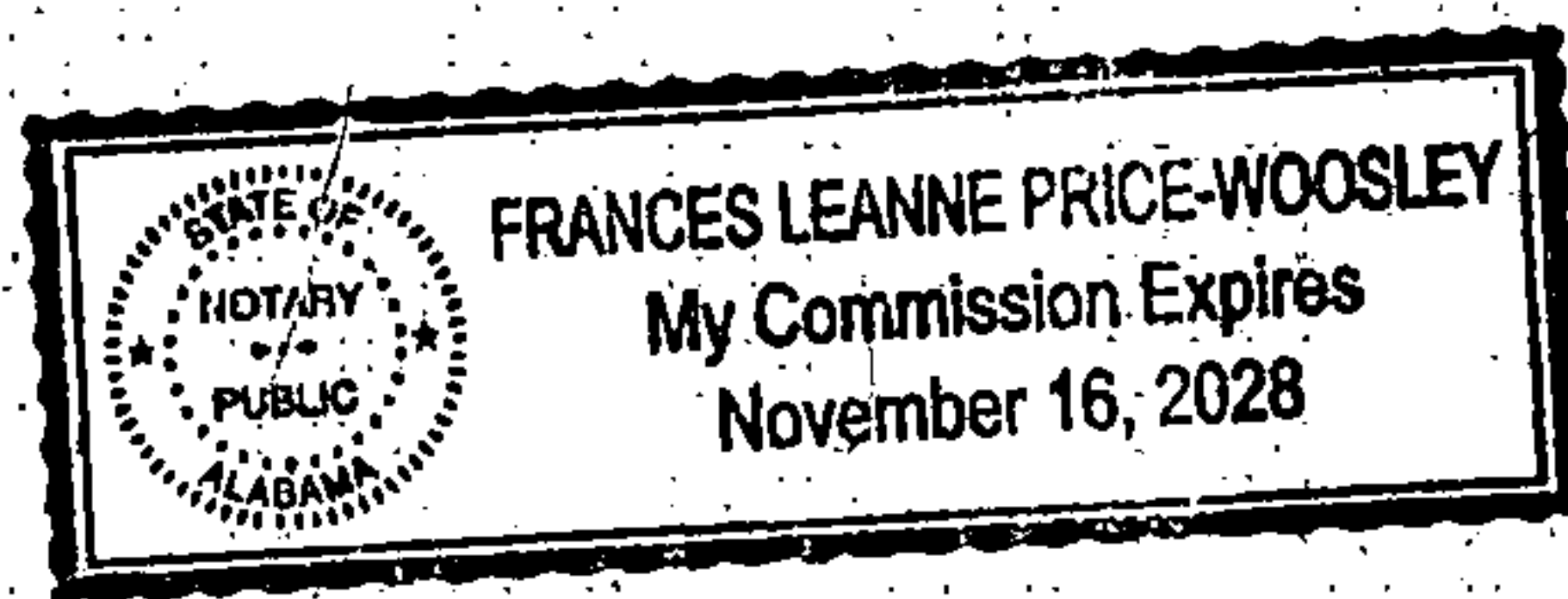
LENDER'S ACKNOWLEDGEMENT

STATE OF ALABAMA)
) SS.
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 13th
day of October, 2025 by Ray A. Carle and
Sr. Dir., Legal-Inv. on behalf of Protective Life Insurance Company



Notary Public
My Commission Expires: 11/16/2028



Alabaster, AL
TJ Maxx Store # 1074



20251016000318440 6/17 \$70.00
Shelby Cnty Judge of Probate, AL
10/16/2025 10:25:38 AM FILED/CERT

LANDLORD:
Highway 11/31 LLC

By: [Signature]
Name: William Leitner
Its: manager

LANDLORD'S ACKNOWLEDGMENT

STATE OF _____)
) SS.
CITY/COUNTY OF _____)

The foregoing instrument was acknowledged before me this 13th
day of October, 2025 by William Leitner and
manager on behalf of Highway 11/31.

Melanie Carol Thomas
Notary Public
My Commission Expires:



Alabaster, AL
TJ Maxx Store # 1074

SCHEDULE A

DESCRIPTION OF SHOPPING CENTER AND DEMISED PREMISES



20251016000318440 8/17 \$70.00
Shelby Cnty Judge of Probate, AL
10/16/2025 10:25:38 AM FILED/CERT

The Demised Premises consist of a one-story building, to be constructed by Landlord as herein provided, and contain twenty-eight thousand (28,000) square feet of floor area having a frontage and width of one hundred forty (140) feet 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 Area A on the Lease Plan. The area labeled "No Change Area" 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. In no event shall any changes to the Lease Plan (whether or not in the No Change Area) adversely affect the visibility of Tenant's storefront or signs or accessibility of the Demised Premises to and from any other portion of the Shopping Center or the Main Streets. 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 (defined in Section 6.1) for purposes of Article VI or Tenant's CAM Fraction (defined in Paragraph 10 of Schedule B) for purposes for Paragraph 10 of Schedule B. If, after completion of Landlord's Construction Work, the Demised Premises shall contain less than the floor area required above then, in addition to all other remedies of Tenant, as a result thereof, the minimum rent payable by Tenant pursuant to Section 5.1 shall be reduced proportionately. 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 Colonial Promenade Shopping Center (the "Shopping Center"), to be constructed by Landlord as herein provided, on the Southeast corner of U.S. Highway 31 and Interstate Highway 65 (herein collectively referred to as "the Main Streets") in Alabaster, Alabama. The Shopping Center is the land, together with the buildings and other structures from time to time thereon, shown on the Lease Plan, and is more particularly described as follows (it being understood that the terms "Target Parcel" and "Ground Lease Parcel" shall mean the portions of the Shopping Center so described below and so labeled upon the Lease Plan):

See Attached Seven Pages.

1 of 2

COLONIAL PROMENADE ALABASTER

ALABASTER, ALABAMA



SCALE: 1"=300'

INTERSTATE 65

TARGET OUTSIDE
SALES AREA

TARGET

OUTPARCEL "9"

OUTPARCEL "10"

SIGN AREA A

NORTH SIDE OF
SHOPPING CENTER

OUTPARCEL "8"

OUTPARCEL "6" OUTPARCEL "7"

OUTPARCEL "5"

TARGET OUTLOT

OUTPARCEL "2"

OUTPARCEL "1"

EXISTING SIGNAL

U. S. HIGHWAY 31

PROPOSED SIGNAL

SIGN AREA B

*Also Prohibited
Shopping Cart
Coral Area*

LEASE PLAN

03/14/06

LEGEND:

	PROHIBITED RESTAURANT AREA (BUILDING AREA AND RESTRICTED AREA)		SERVICE/ NO CHANGE AREA
	DEMISED PREMISES (PROHIBITED RESTAURANT AREA AND RESTRICTED AREA)		NO CHANGE AREA
	BUILDING AREA		RESTRICTED AREA
	JUNIOR ANCHOR		PROPERTY LINE
			TRACT LINE



20251016000318440 9/17 \$70.00
Shelby Only Judge of Probate, AL
10/16/2025 10:25:38 AM FILED/CERT

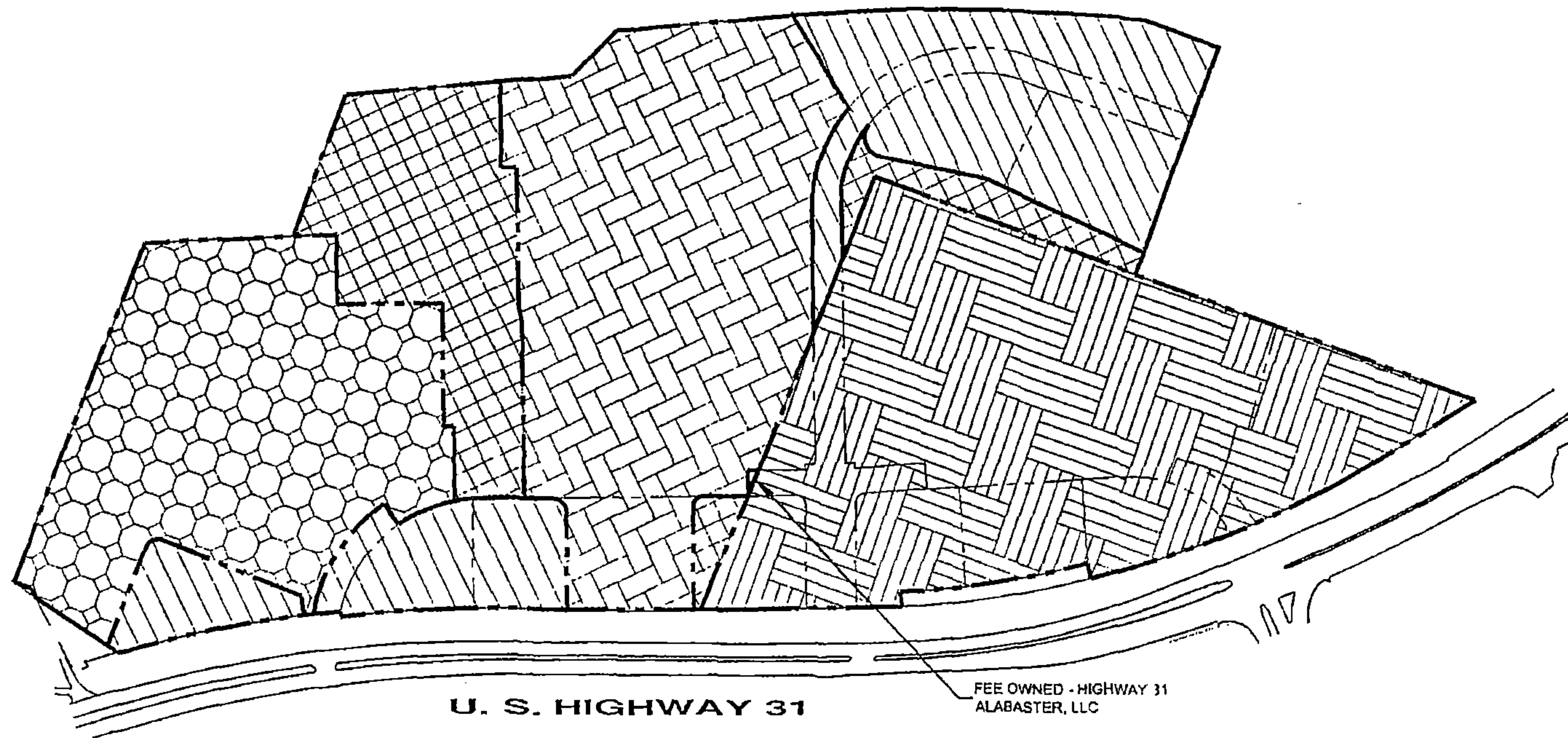
2 of 2

COLONIAL PROMENADE ALABASTER

ALABASTER, ALABAMA



INTERSTATE 65



U. S. HIGHWAY 31

FEE OWNED - HIGHWAY 31
ALABASTER, LLC



GROUND LEASE - HIGHWAY 31
ALABASTER TWO, LLC

Ground Lease Parcel



FEE OWNED - HIGHWAY 31
ALABASTER, LLC



FEE OWNED - JC PENNY TRACT

J.C. Penny Parcel

03/14/06



FEE OWNED - TARGET
CORPORATION

Target Parcel



FEE OWNED - HIGHWAY 31
ALABASTER TWO, LLC

20251016000318440 10/17 \$70.00
Shelby Cnty Judge of Probate, AL
10/16/2025 10:25:38 AM FILED/CERT



OVERALL
LEGAL DESCRIPTION



20251016000318440 11/17 \$70.00
Shelby Cnty Judge of Probate, AL
10/16/2025 10:25:38 AM FILED/CERT

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

Commence at the Northeast corner of the Northeast one-quarter of the Northwest one-quarter of said Section and run South 00 degrees 28 minutes 59 seconds West along the East line for a distance of 59.73 feet to a point on the Southernmost right of way line of U.S. Highway 31 (right of way varies) and the POINT OF BEGINNING; thence run South 50 degrees 58 minutes 28 seconds East along said right of way for a distance of 290.23 feet to the point of commencement of a curve to the right, said curve having a radius of 2192.01 feet, a central angle of 14 degrees 27 minutes 05 seconds, a chord bearing of South 40 degrees 48 minutes 44 seconds East for a chord distance of 551.41 feet; thence run along the arc of said curve and along said right of way line for a distance of 552.88 feet; thence run South 56 degrees 37 minutes 09 seconds West along said right of way for a distance of 29.99 feet to the point of commencement of a curve to the right, said curve having a radius of 2162.01 feet, a central angle of 09 degrees 55 minutes 58 seconds, a chord bearing of South 28 degrees 40 minutes 35 seconds East for a chord distance of 374.33 feet; thence run along arc of said curve and along said right of way in a Southeasterly direction for a distance of 374.80 feet; thence run North 64 degrees 12 minutes 56 seconds East along said right of way for a distance of 28.61 feet; thence run South 20 degrees 39 minutes 53 seconds East along said right of way for a distance of 317.62 feet; thence run South 20 degrees 02 minutes 14 seconds East along said right of way for a distance of 290.64 feet to the point of commencement of a spiral curve to the left; thence run South 19 degrees 23 minutes 39 seconds East for a chord distance of 306.92 feet to the point of commencement of a curve to the left, said curve having a radius of 2401.83 feet, a central angle of 04 degrees 34 minutes 11 seconds, a chord bearing of South 24 degrees 09 minutes 33 seconds East for a chord distance of 191.51 feet; thence run along arc of said curve and along said right of way for a distance of 191.57 feet; thence run South 68 degrees 29 minutes 48 seconds West along said right of way for a distance of 9.96 feet to the point of commencement of a curve to the left, said curve having a radius of 2411.83 feet, a central angle of 10 degrees 42 minutes 14 seconds, a chord bearing of South 30 degrees 13 minutes 11 seconds East for a chord distance of 449.92 feet; thence run along arc of said curve and along said right of way in a Southeasterly direction for a distance of 450.57 feet; thence leaving said right of way, run South 14 degrees 14 minutes 05 seconds West for a distance of 196.57 feet; thence run South 41 degrees 36 minutes 27 seconds West for a distance of 23.06 feet; thence run South 02 degrees 27 minutes 46 seconds East for a distance of 36.91 feet to the Southeast corner of the Southwest one-quarter of the Northeast one-quarter of said Section; thence run North 87 degrees 51 minutes 24 seconds West along the South line of said quarter-quarter for a distance of 716.00 feet; thence leaving said South line, run North 22 degrees 00 minutes 08 seconds West for a distance of 295.00 feet; thence run North 89 degrees 10 minutes 01 seconds West for a distance of 297.23 feet to a point on the Easternmost right of way line of Interstate 65 (right of way varies); thence run North 24 degrees 39 minutes 45 seconds West along said right of way for a distance of 445.56 feet; thence run North 64 degrees 14



20251016000318440 12/17 \$70.00
Shelby Cnty Judge of Probate, AL
10/16/2025 10:25:38 AM FILED/CERT

minutes 34 seconds West along said right of way for a distance of 126.44 feet; thence run North 24 degrees 35 minutes 31 seconds West along said right of way for a distance of 344.56 feet to the point of commencement of a curve to the right, said curve having a radius of 3669.72 feet, a central angle of 10 degrees 59 minutes 37 seconds, a chord bearing of North 19 degrees 07 minutes 40 seconds West for a chord distance of 703.05 feet; thence run along arc of said curve and along said right of way in a Northwesterly direction for a distance of 704.13 feet; thence run North 01 degrees 24 minutes 20 seconds East along said right of way for a distance of 151.25 feet; thence leaving said right of way, run South 89 degrees 27 minutes 02 seconds East for a distance of 473.77 feet; thence run North 00 degrees 28 minutes 59 seconds East for a distance of 715.47 feet to the POINT OF BEGINNING. Said parcel contains 2,394,244 square feet or 54.96 acres more or less.

EXHIBIT A-1

LEGAL DESCRIPTION OF TARGET FEE TRACT



20251016000318440 13/17 \$70.00
Shelby Cnty Judge of Probate, AL
10/16/2025 10:25:38 AM FILED/CERT

OUTPARCEL 4

A parcel of land situated in the Southwest one-quarter of the Northeast one-quarter of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of said Southwest one-quarter of the Northeast one-quarter and run North 87 degrees 51 minutes 24 seconds West along the South line of said quarter-quarter for a distance of 716.00 feet; thence leaving said South line, run North 22 degrees 00 minutes 08 seconds West for a distance of 379.31 feet; thence run North 69 degrees 47 minutes 27 seconds East for a distance of 135.72 feet; thence run North 20 degrees 12 minutes 33 seconds West for a distance of 207.90 feet; thence run North 69 degrees 47 minutes 27 seconds East for a distance of 241.45 feet; thence run North 20 degrees 12 minutes 33 seconds West for a distance of 20.00 feet; thence run North 69 degrees 47 minutes 27 seconds East for a distance of 145.77 feet to a point on a curve to the right, said curve having a radius of 287.00 feet, a central angle of 07 degrees 01 minutes 01 seconds, a chord bearing of North 26 degrees 56 minutes 38 seconds West for a chord distance of 35.13 feet; thence run along arc of said curve for a distance of 35.15 feet to the point of commencement of a curve to the right, said curve having a radius of 287.00 feet, a central angle of 03 degrees 11 minutes 45 seconds, a chord bearing of North 21 degrees 49 minutes 28 seconds West for a chord distance of 16.01 feet; thence run along arc of said curve for a distance of 16.01 feet; thence run North 20 degrees 13 minutes 35 seconds West for a distance of 136.04 feet to the POINT OF BEGINNING; thence run along last described course for a distance of 301.00 feet to the point of commencement of a curve to the left, said curve having a radius of 20.00 feet, a central angle of 89 degrees 58 minutes 58 seconds, a chord bearing of South 65 degrees 13 minutes 04 seconds East for a chord distance of 28.28 feet; thence run along arc of said curve for a distance of 31.41 feet; thence run North 69 degrees 47 minutes 27 seconds East for a distance of 202.12 feet to a point on the Westernmost right of way line of U.S. Highway 31 (right of way varies); thence run South 20 degrees 02 minutes 14 seconds East for a distance of 197.87 feet to the point of commencement of a spiral curve; thence run South 18 degrees 10 minutes 10 seconds East for a chord distance of 53.16 feet; thence leaving said right of way, run South 69 degrees 47 minutes 27 seconds West for a distance of 189.54 feet to the point of commencement of a curve to the left, said curve having a radius of 30.00 feet, a central angle of 90 degrees 01 minutes 02 seconds, a chord bearing of South 24 degrees 46 minutes 56 seconds West for a chord distance of 42.43 feet; thence run along arc of said curve for a distance of 47.13 feet to the POINT OF BEGINNING. Said parcel contains 55,879 square feet or 1.28 acres more or less.

PLUS THE FOLLOWING DESCRIBED PROPERTY


20251016000318440 14/17 \$70.00
Shelby Cnty Judge of Probate, AL
10/16/2025 10:25:38 AM FILED/CERT

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

Commence at the Southeast corner of said Southwest one-quarter of the Northeast one-quarter and run North 87 degrees 51 minutes 24 seconds West along the South line of said quarter-quarter for a distance of 716.00 feet; thence leaving said South line, run North 22 degrees 00 minutes 08 seconds West for a distance of 295.00 feet; thence run North 89 degrees 10 minutes 01 seconds West for a distance of 297.23 feet to a point on the Easternmost right of way line of Interstate 65 (right of way varies); thence run North 24 degrees 39 minutes 45 seconds West along said right of way for a distance of 303.47 feet to the POINT OF BEGINNING; thence run along last described course and along said right of way for a distance of 142.09 feet; thence run North 64 degrees 14 minutes 34 seconds West along said right of way for a distance of 126.44 feet; thence run North 24 degrees 35 minutes 31 seconds West along said right of way for a distance of 344.56 feet; thence leaving said right of way, run North 38 degrees 23 minutes 35 seconds East for a distance of 214.72 feet to the point of commencement of a curve to the left, said curve having a radius of 330.92 feet, a central angle of 38 degrees 45 minutes 12 seconds, a chord bearing of South 89 degrees 41 minutes 18 seconds East for a chord distance of 219.59 feet; thence run along arc of said curve for a distance of 223.83 feet; thence run North 69 degrees 47 minutes 27 seconds East for a distance of 491.83 feet; thence run South 20 degrees 12 minutes 33 seconds East for a distance of 20.00 feet; thence run North 69 degrees 47 minutes 27 seconds East for a distance of 11.01 feet; thence run South 20 degrees 13 minutes 35 seconds East for a distance of 112.17 feet; thence run North 69 degrees 46 minutes 25 seconds East for a distance of 50.00 feet; thence run South 20 degrees 13 minutes 35 seconds East for a distance of 443.01 feet; thence run South 69 degrees 47 minutes 27 seconds West for a distance of 343.11 feet; thence run South 58 degrees 46 minutes 41 seconds West for a distance of 30.56 feet; thence run South 69 degrees 47 minutes 27 seconds West for a distance of 273.86 feet; thence run South 20 degrees 12 minutes 33 seconds East for a distance of 30.00 feet; thence run South 69 degrees 47 minutes 27 seconds West for a distance of 169.72 feet to the POINT OF BEGINNING. Said parcel contains 528,285 square feet or 12.13 acres more or less.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

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

Commence at the Southwest corner of said quarter-quarter and run South 87 degrees 31 minutes 25 seconds East along the South line for a distance of 330.38 feet to the POINT OF

BEGINNING; thence leaving said South line, run North 69 degrees 47 minutes 27 seconds East for a distance of 257.82 feet; thence run South 20 degrees 12 minutes 33 seconds East for a distance of 20.00 feet; thence run North 69 degrees 47 minutes 27 seconds East for a distance of 11.01 feet; thence run South 20 degrees 13 minutes 35 seconds East for a distance of 92.37 feet to a point on said South line of quarter-quarter; thence run North 87 degrees 31 minutes 35 seconds West for a distance of 291.39 feet to the POINT OF BEGINNING. Said parcel contains 14,884 square feet or 0.34 acres more or less.



20251016000318440 15/17 \$70.00
Shelby Cnty Judge of Probate, AL
10/16/2025 10:25:38 AM FILED/CERT

EXHIBIT A-2

Shelby
01/17/2006

LEGAL DESCRIPTION OF TARGET TRACT - SUBLEASE PORTION

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

Commence at the Southwest corner of said quarter-quarter and run South 87 degrees 31 minutes 35 seconds East along the South line for a distance of 330.38 feet to the POINT OF BEGINNING; thence leaving said South line, run North 69 degrees 47 minutes 27 seconds East for a distance of 257.82 feet; thence run South 20 degrees 12 minutes 33 seconds East for a distance of 20.00 feet; thence run North 69 degrees 47 minutes 27 seconds East for a distance of 11.01 feet; thence run South 20 degrees 13 minutes 35 seconds East for a distance of 92.37 feet to a point on said South line of quarter-quarter; thence run North 87 degrees 31 minutes 35 seconds West for a distance of 291.39 feet to the POINT OF BEGINNING. Said parcel contains 14,884 square feet or 0.34 acres more or less.



20251016000318440 16/17 \$70.00
Shelby Cnty Judge of Probate, AL
10/16/2025 10:25:38 AM FILED/CERT



20251016000318440 17/17 \$70.00
Shelby Cnty Judge of Probate, AL
10/16/2025 10:25:38 AM FILED/CERT

Ground Lease Parcel
~~EXHIBIT A~~

LEGAL DESCRIPTION

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

Begin at the Southwest corner of the said Northwest one-quarter of the Northeast one-quarter and run North 00 degrees 28 minutes 59 seconds East along the West line for a distance of 1264.19 feet to a point on the Southwesternmost right of way line of U.S. Highway 31 (right of way varies); thence run South 50 degrees 58 minutes 28 seconds East along said right of way for a distance of 290.23 feet to the point of commencement of curve to the right, said curve having a radius of 2192.01 feet, a central angle of 14 degrees 27 minutes 05 seconds, a chord bearing of South 40 degrees 48 minutes 44 seconds East for a chord distance of 551.41 feet; thence run along arc of said curve and along said right of way for a distance of 552.88 feet; thence run South 56 degrees 37 minutes 09 seconds West along said right of way for a distance of 29.99 feet to the point of commencement of a curve to the right, said curve having a radius of 2162.01 feet, a central angle of 09 degrees 55 minutes 58 seconds, a chord bearing of South 28 degrees 40 minutes 35 seconds East for a chord distance of 374.33 feet; thence run along arc of said curve and along said right of way for a distance of 374.80 feet; thence run North 64 degrees 12 minutes 56 seconds East along said right of way for a distance of 28.61 feet; thence run South 20 degrees 39 minutes 53 seconds East along said right of way for a distance of 317.62 feet; thence run South 20 degrees 02 minutes 14 seconds East along said right of way for a distance of 78.74 feet to a point on the South line of said quarter-quarter; thence leaving said right of way, run North 87 degrees 31 minutes 35 seconds West along said South line for a distance of 916.78 feet to the POINT OF BEGINNING. Said parcel contains 711,462 square feet or 16.33 acres more or less.