

STATE OF ALABAMA **
SHELBY COUNTY **

LESSOR'S FIRST RIGHT TO PURCHASE

[Signature] THIS AGREEMENT made and entered into on this the 14th day of January, 1997, by and between CRXS, INC., a corporation organized under the laws of the State of Alabama, hereinafter referred to as "Lessee," and M & M EQUITY, INC., a corporation organized under the laws of the State of Alabama, hereinafter referred to as "Lessor,"

WITNESSETH: That

1. It is hereby acknowledged that the parties hereto have entered into a Lease Agreement dated the 14th day of January, 1997, concerning the following described premises:

Lots 1 and 2, Block 2 of Cedar Grove Estates, as recorded in Map Volume 3, Page 53 in the Office of the Judge of Probate for Shelby County, Alabama.

2. That the parties hereto are desirous of entering into an Agreement whereby the Lessee shall be given the right to have the first refusal and privilege of purchasing the above described leased property.

3. In the event Lessor shall receive from a third party at any time during the term of the lease, or renewals thereof, as set out in paragraph one above, a bona fide offer to purchase the property described in paragraph two above at a specified price, whether such price be first fixed by Lessor or the third party, and Lessor shall decide to sell the same for such amount, Lessor shall promptly give to Lessee notice of the terms of such offer and of Lessor's willingness to sell for the price offered. Lessor shall give said notice in writing by certified U.S. Mail, return receipt requested, to Lessee's address as set out in said Lease Agreement. Lessee shall have the first refusal and

RETURN TO: CRXS, INC
516 QUINTARD AV.
ANNISTON, AL 36201

Inst # 1997-04833

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privilege (which will hereafter be referred to as an "option") of purchasing said premises at such a price; such option to be exercised within fifteen (15) days after Lessee receives notice from Lessor, by Lessee's notifying Lessor that it will purchase said premises for the amount specified in said offer. Lessee, shall give said notice of its intent to exercise its right to purchase by certified U.S. Mail, return receipt requested, to Lessor's address as set out in said Lease Agreement, postmarked not later than 15 days after receipt of notice from Lessor. In the event Lessee shall not give Lessor notice, within said fifteen (15) day period, of its election to purchase for the amount specified in said offer, Lessee shall not be obligated to purchase and Lessor may thereafter sell said premises to the party making the offer; subject, however, to this lease and to the leasehold estate herein granted, and to the extension and/or additional purchase option, if any, herein granted to Lessee. If for any reason said premises are not sold to such party, notice of any subsequent bona fide offers, acceptable to Lessor, shall be given to Lessee upon the same terms and conditions for acceptance or rejections as hereinabove provided.

The giving by Lessee of notice of the exercise of any purchase option hereinbefore granted, shall fix or determine the right of Lessee to purchase the property included in the option which Lessee elects to exercise, and the obligation of Lessor to sell the same. Lessor shall furnish, free of expense to Lessee, within fifteen (15) days after the receipt of said notice, a complete Abstract of Title prepared and issued by a financially responsible title abstract company, or a Title Certificate showing good merchantable title in Lessor as of date not earlier than the date of said notice. A reasonable time will be allowed

Lessee to examine such abstract or other evidence of title, and if the same does not then show good merchantable title in Lessor, a reasonable time will be allowed Lessor to cure defects and clear the title preparatory to delivery of deed and any other instruments required to effect the transfer and conveyance.

Upon acceptance by Lessee of said title, and payment to Lessee of the purchase price herein specified, Lessor shall convey to Lessee or its nominee, by General Warranty Deed, a fee simple title in and to said real estate and the appurtenances thereunto belonging, free and clear of all liens, encumbrances, and charges of whatsoever character, with release of dower, curtesy, homestead, and all statutory rights; and shall also deliver to Lessee, free of expense to Lessee, such abstract or other evidence of title, showing good merchantable title to said premises in Lessor at the time of delivery of deed.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date set out above.

M & M Equity, Inc., LESSOR

BY: Leslie L. Turner

ITS: President

CRXS, Inc., LESSEE

By: John Call

Its: President

STATE OF ALABAMA
Jefferson COUNTY

I, the undersigned Notary Public in and for said State and County, hereby certify that Leslie L. Turner, whose name as President of M & M Equity, Inc., an Alabama Corporation, 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 the instrument, executed same voluntarily for and as the act of said Corporation.

Given under my hand and seal on the 17th day of January, 1997.

Sharon Kennedy
NOTARY PUBLIC

My Commission Expires 7-10-97

STATE OF ALABAMA

Jefferson COUNTY

I the undersigned authority in and for said State and County, do hereby certify that Donnie R. Calhoun, whose name as President of CRXS, Inc., an Alabama Corporation, 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 the instrument, he, as such Officer, and with full authority, executed same voluntarily for and as the act of said Corporation.

Given under my hand and seal on the 17th day of January, 1997.

MY COMMISSION EXPIRES OCTOBER 3, 2000

James B. [Signature]
NOTARY PUBLIC

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SHELBY COUNTY JUDGE OF PROBATE
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