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This AGREEMENT made as of this 1st day of April, 1971, by and between W. Houston Blount, Winton M. Blount, Glenn Ireland, II, Sam Boykin, Jr., John M. Bradley, Jr., Harry E. Murphy, Thomas J. Newman ("the Optionors") Frances D. Blount, Mary Katherine Blount, Mallie M. Ireland, Elesebeth I. Boykin, Isabella J. Bradley and Ada W. Newman, the respective wives of the Optionors who are married ("the Wives"), Paul Z. Fletcher and Jerome S. Fletcher ("the Optionees") and Fletcher Properties of Alabama, Inc., an Alabama corporation ("the Assignee")

W I T N E S S E T H

The Optionors, the Wives and the Optionees heretofore entered into that certain Option Agreement ("the Agreement") made as of the 1st day of June, 1970, with respect to certain land situated in Jefferson and Shelby Counties, Alabama. The Optionees have assigned to the Assignee their interest under the Agreement and in the land described therein. The Optionors, the Wives, the Optionees and the Assignee desire mutually to amend the Agreement as herein done.

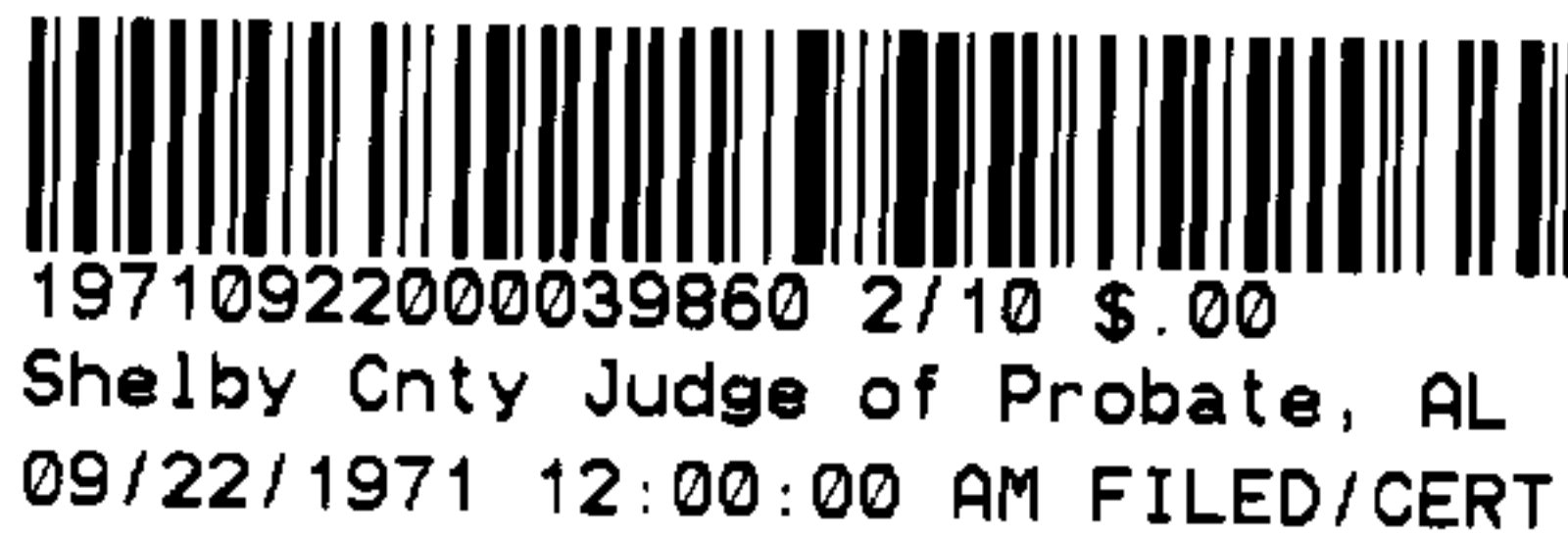
NOW THEREFORE, in consideration of the premises, the Optionors, the Wives, the Optionees and the Assignee hereby mutually agree as follows:

1. Paragraph (8) of the Agreement is hereby amended to read in its entirety as follows:

*See assignment filed Book 270
page 57*



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(8) In the event the right and option to purchase the Land is exercised and the deed delivered as herein provided, and at such time the Optionees pay an additional \$17,500 in cash to the Optionors as consideration for the additional right and option granted by this paragraph (8), the Optionees shall have, and Optionors, each with respect only to their undivided interest, and the Wives hereby give and grant to the Optionees the exclusive and irrevocable right and option for a term commencing on the date the right and option to purchase the Land is exercised and ending on July 31, 1972, to purchase for a net purchase price to the Optionors of Two Hundred Nineteen Thousand Three Hundred Twenty Dollars (\$219,320), payable as herein provided, the additional land described in Exhibit D attached hereto and made a part hereof, containing by estimate One Hundred Eighty (180) acres, more or less, except minerals and mining rights not owned by the Optionors, subject to easements and rights of way of record or in use and the lien for current ad valorem taxes and reserving unto the Optionors the timber thereon heretofore marked for cutting together with the right to cut and remove the same prior to August 31, 1971 ("the Additional Land"). The right and option to purchase the Additional Land may be exercised in the manner specified in (1) above and the provisions set forth in (2), (4), (6), and (7) above shall be applicable thereto. The right and option to purchase the Additional Land shall

terminate upon a default under the terms of the Notes and Mortgage which remains uncured for five days after notice thereof to the Optionees. In the event the right and option to purchase the Additional Land is exercised, the consideration paid for said right and option shall be applied to reduce the purchase price, and on or before September 30, 1972, the deed shall be delivered upon delivery to the Optionors of promissory notes ("the Additional Notes") payable to the Optionors in the aggregate principal sum of Two Hundred One Thousand, Eight Hundred Twenty Dollars (\$201,820), the balance of the purchase price for the Additional Land, and a purchase money mortgage and deed of trust ("the Additional Mortgage") of the Additional Land securing the Additional Notes, duly executed by the Optionees. The Additional Notes shall be in substantially the form and tenor as Exhibit B attached hereto, except that the reference to "the Mortgage" in the second paragraph of the second page of Exhibit B shall be modified to refer to the Additional Mortgage, with appropriate insertions to show, among other things, the principal sum, that interest accrues from the date of the exercise of the right and option to purchase the Additional Land, the name of the payee, the annual principal installment payment dates to be the same dates as in the Notes, the quarter-annual interest payment dates to be the same dates as in the Notes and the date after which prepayments may be made to be the first day of January of the year following the year in which the deed to the Additional Land is delivered.



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The Additional Mortgage shall be in substantially the form and tenor of Exhibit C attached hereto, except that the Additional Mortgage shall not contain provisions similar to Article II (Covenants Respecting Development of the Mortgaged Property), Section 5.2 (Release of Mortgaged Property upon Payment of Principal) and Section 5.3 (Arbitration) of Exhibit C, and Section 6.9 of Exhibit C shall be modified to refer to Article II of the Mortgage, with appropriate insertions corresponding to those to be made in the Additional Notes and naming the trustee designated by the Optionors.

2. Exhibit D referred to in Paragraph (8) of the Agreement and attached to and made a part of the Agreement is hereby amended by deleting therefrom the following described land:

PARCEL 6: The SE 1/4 of the NE 1/4 of Section 11, Township 19 South, Range 2 West, situated in Shelby County, Alabama.

The Agreement as hereby amended is hereby in all things ratified and confirmed.

IN WITNESS WHEREOF the Optionors, the Wives, the Optionees and the Assignee have hereunto set their names and seals all as of the day and year first above written.

W. Houston Blount (Seal)
W. Houston Blount

Winton M. Blount (Seal)
Winton M. Blount

Glenn Ireland, II (Seal)
Glenn Ireland, II

Sam Boykin, Jr. (Seal)
Sam Boykin, Jr.

John M. Bradley, Jr. (Seal)
John M. Bradley, Jr.

Harry E. Murphy (Seal)
Harry E. Murphy

Thomas J. Newman (Seal)
Thomas J. Newman

Frances D. Blount (Seal)
Frances D. Blount

Mary Katherine Blount (Seal)
Mary Katherine Blount

Mallie M. Ireland (Seal)
Mallie M. Ireland

Elesebeth I. Boykin (Seal)
Elesebeth I. Boykin

Isabella J. Bradley (Seal)
Isabella J. Bradley

Ada W. Newman (Seal)
Ada W. Newman

Paul Z. Fletcher (Seal)
Paul Z. Fletcher

Jerome S. Fletcher
Jerome S. Fletcher

PLETCHER PROPERTIES OF ALABAMA, INC.

BY Paul N. Ager
Its Vice President

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STATE OF Alabama)
COUNTY OF Jefferson)

I, Thelma A. Smith, a Notary Public in and for said county in said state, hereby certify that W. Houston Blount and Frances D. Blount, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the within instrument, they executed the same voluntarily.

Given under my hand and official seal of office this 13th day of April, 1971.

Thelma A. Smith
Notary Public

[NOTARIAL SEAL]

My Commission expires: 1/15/73

STATE OF Alabama)
COUNTY OF Jefferson)

I, Thelma A. Smith, a Notary Public in and for said county in said state, hereby certify that Winton M. Blount and Mary Katherine Blount, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the within instrument, they executed the same voluntarily.

Given under my hand and official seal of office this 13th day of April, 1971.

Thelma A. Smith
Notary Public

[NOTARIAL SEAL]

My Commission expires: 1/15/73



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STATE OF Alabama)
COUNTY OF Jefferson)

I, Wilfred A. Seach, a Notary Public
in and for said county in said state, hereby certify
that Glenn Ireland, II and Mallie M. Ireland, whose
names are signed to the foregoing instrument and who
are known to me, acknowledged before me on this day
that, being informed of the contents of the within
instrument, they executed the same voluntarily.

Given under my hand and official seal of
office this 13th day of April, 1971.

Wilfred A. Seach
Notary Public

[NOTARIAL SEAL]

My Commission expires: 1/15/73

STATE OF ALABAMA)
COUNTY OF JEFFERSON)


I, Mildred W. McCaddon, a Notary Public
in and for said county in said state, hereby certify
that Sam Boykin, Jr. and Elesebeth I. Boykin, whose
names are signed to the foregoing instrument and who
are known to me, acknowledged before me on this day
that, being informed of the contents of the within
instrument, they executed the same voluntarily.

Given under my hand and official seal of
office this 15th day of April, 1971.

Mildred W. McCaddon
Notary Public

[NOTARIAL SEAL]

My Commission expires: 7-8-72


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STATE OF Alabama }
COUNTY OF Jefferson }

I, George D. Haynard, a Notary Public
in and for said county in said state, hereby certify
that John M. Bradley, Jr. and Isabella J. Bradley, whose
names are signed to the foregoing instrument and who are
known to me, acknowledged before me on this day that,
being informed of the contents of the within instrument,
they executed the same voluntarily.

this 1st Given under my hand and official seal of office
day of April, 1971.

George D. Haynard
Notary Public

[NOTARIAL SEAL]

My Commission expires: _____

STATE OF ALABAMA }
COUNTY OF ST. CLAIR }

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I, Robert H. Nelson, a Notary Public
in and for said county in said state, hereby certify
that Harry E. Murphy, whose name 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 within instrument, he executed the same voluntarily.

this 11th Given under my hand and official seal of office
day of May, 1971.

[NOTARIAL SEAL]

Robert H. Nelson
Notary Public

My Commission expires: 4/20/75

STATE OF ALABAMA)
COUNTY OF ST. CLAIR)

I, Robert H. Nelson, a Notary Public
in and for said county in said state, hereby certify
that Thomas J. Newman and Ada W. Newman, whose names are
signed to the foregoing instrument and who are known to
me, acknowledged before me on this day that, being
informed of the contents of the within instrument, they
executed the same voluntarily.

Given under my hand and official seal of office
this 11th day of May, 1971.

Robert H. Nelson
Notary Public

[NOTARIAL SEAL]

My Commission expires: 4/20/75

STATE OF FLORIDA)
COUNTY OF DEVAL)

I, Blaine Brantley, a Notary Public
in and for said county in said state, hereby certify
that Paul Z. Fletcher, whose name 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 within instrument, he executed the same
voluntarily.

Given under my hand and official seal of office
this 31st day of March, 1971.

Blaine Brantley
Notary Public

[NOTARIAL SEAL]

My Commission expires: _____

Notary Public, State of Florida
My Commission Expires April 1, 1973



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STATE OF FLORIDA)
COUNTY OF DUVAL)

I, Blain Brundage, a Notary Public in and for said county in said state, hereby certify that Jerome S. Fletcher, whose name 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 within instrument, he executed the same voluntarily.

Given under my hand and official seal of office, this 31st day of March, 1971.

Blain Brundage
Notary Public

[NOTARIAL SEAL]

My Commission expires: _____
Blain Brundage, State of Florida, Notary Public
My Commission expires April 1, 1973

STATE OF FLORIDA)
COUNTY OF DUVAL)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Paul M. Spencer, whose name as Vice President of Fletcher Properties of Alabama, Inc., 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 and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 31st day of March, 1971.

Blain Brundage
Notary Public

[NOTARIAL SEAL]

My Commission expires: _____
Blain Brundage, State of Florida, Notary Public
My Commission expires April 1, 1973

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1971 SEP 22 AM 10:43
U.C.C. FILE NUMBER OR
REC. BK. & PAGE AS SHOWN ABOVE
Doris J. [Signature]
JUDGE OF PROBATE

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