12/21/82

793

DEVELOPMENT AGREEMENT
AND OPTION TO REPURCHASE

This Development Agreement and Option to Repurchase (hereinafter collectively referred to as the "Agreement") is made and entered into this 22nd day of December, 1982, by and between COLONIAL PROPERTIES, INC., an Alabama corporation, hereinafter referred to as "Optionor" and EASTERN PROFESSIONAL PROPERTIES, INC., a Delaware corporation, hereinafter referred to as "Optionee". Concurrently herewith Optionor is purchasing from Optionee a certain parcel of real property (the "Property") located in Shelby County, Albama, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference. As part of the consideration for the sale of the Property from Optionee to Optionor, Optionor has agreed to develop and construct an office building (the "Building") with suitable parking facilities on the Property pursuant to the terms and conditions of this Agreement. Optionee is desirous of acquiring from Optionor an option to repurchase the Property or a portion thereof should Optionor not satisfactorily complete construction of the Building and parking faciliaties pursuant to the terms and conditions of this Agreement.

BOOK 48 PAGE 60

NOW, THEREFORE, for and in consideration of the recitals above and the mutual covenants and conditions herein contained, the parties hereto agree as follows:

1. SUBDIVISION OF PROPERTY/CONSTRUCTION OF OFFICE BUILDING AND PHARMACY.

(a) Immediately following Optionor's purchase of the Property, Optionor shall, at its sole cost and expense, commence and diligently pursue to completion:

(i) the subdivision of the Property in substantial accordance with and along the boundary lines shown on Exhibit "B" attached hereto and incorporated herein by this reference;

(ii) the design and construction of the Building and parking facilities based upon the preliminary plans and specifications for the Building attached hereto as Exhibit "C" and incorporated herein by this reference, and

(iii) the design and construction of space for use by a retail pharmacy adjacent to the Building as shown on Exhibit "B", consisting of between approximately 4,000 and 6,000 square feet. The pharmacy space shall be completed and operational no later than the date of issuance of the Certificate of Occupancy (or equivalent document) for the Building. Optionor agrees that the space designed for use by a pharmacy shall not be used

Pioneer Natl Title Ins.

for any other purpose without Optionee's approval, which shall not be unreasonably withheld, provided Optionor has used its best efforts to lease to a pharmacy. In lieu of granting its approval should it be required to do so hereunder, Optionee shall have the right to lease the pharmacy space from Optionor at the then prevailing market rate for similar space for a term concurrent with and on the same terms and conditions as the Commercial Lease of even date herewith by and between AMI and Optionor. Optionor's obligations under this paragraph shall exist during the term of the Commercial Lease and Optionor agrees to execute any and all documents requested by Optionee to evidence Optionor's obligations hereunder.

(b) Nowithstanding anything herein to the contrary, the design and construction of the Building, the interior space planning and all interior tenant and suite improvements shall be in accordance with and subject to final plans and specifications to be prepared by Optionor, at its sole cost and expense, and submitted to and approved by Optionee prior to the commencement of construction. The plans and specifications shall be in substantial conformity with the preliminary plans shown on Exhibit "C". Optionee's approval of said final plans and specifications shall not be unreasonably withheld. The Building shall have a minimum gross rentable area above grade of approximately 18,500 square feet with a net rentable area of approximately 17,000 square feet and shall be located on the Property as shown on Exhibit "B". Optionor acknowledges and agrees that Optionor shall be responsible, at its sole cost and expense, for installing standard tenant and suite improvements within the Building, as more particularly set forth in Exhibit "B" to the Commerical Lease of even date herewith by and between Optionor and American Medical International, Inc.

(c) Optionor hereby acknowledges and agrees that in the event that the Building is not "Ready for Occupancy" by December 31, 1984 for any reason whatsoever, the term of the Option granted hereunder shall commence. "Ready for Occupancy", as used herein, shall mean that the archietect or general contractor in charge of construction has certified (i) that all the improvements (including all tenant improvements) have been substantially completed (subject only to typical so-called "punch-list" items which Optionor shall expeditiously proceed to correct), in accordance with the plans and specifications approved by Optionee, (ii) that all utilities are in good working order and ready to be served upon the Optionee's subscribing for service, and (iii) that any and all notices of final inspection required under applicable local laws to be issued prior to occupancy have been issued, including without limitation a Certificate of Occupancy.

(d) Optionee by approving and reviewing plans and specifications for the Building assumes no liability or responsibility therefor or for any defect in any structure constructed from such plans or specifications. All work shall be performed in a good and workmanlike manner and shall comply with the plans and specification approved by Optionee and all applicable governmental permits, laws, ordinances and regulations. Optionee shall be notified of the commencement and completion of construction, and at other significant stages in construction.

(e) Optionor hereby acknowledges that Optionee has made no covenants, representations or warranties regarding the condition of the soil, subsoil or any other portion of the Property and that Optionor has inspected the Property and has purchased the Property "as is".

2. GRANT OF OPTION. Optionor hereby grants Optionee an exclusive right and option (the "Option") to purchase the Property (and the improvements, if any, located thereon) on the terms and conditions of this Agreement. In the event that the Property has been subdivided as required by and in accordance with Exhibit "B", the Option granted hereunder and the term "Property" shall then apply only to the parcel upon which the Building is to be located as shown on Exhibit "B". The purchase price set forth in paragraph 5 shall be reduced equitably based upon square footage to reflect Optionee's purchase of less than the entire Property.

3. CONSIDERATION. The Option is granted in consideration of the sale of the Property from Optionee to Optionor, American Medical International, Inc.'s agreement to lease the Building from Optionor upon satisfactory completion of the Building, and other good and valuable consideration, receipt of which is hereby acknowledged.

4. TERM. Subject to the terms and conditions of paragraph 1 above, the term of the Option shall be for a period of one hundred twenty (120) days commencing on December 31, 1984.

5. PURCHASE PRICE. The total purchase price of the Property (including the improvements, if any, located thereon) shall be Four Hundred Ten Thousand Dollars ($410,000.00), subject to adjustment in accordance with paragraph 2 above. The purchase price shall be paid in cash at the Closing.

6. EXERCISE. At any time during the term of the Option, Optionee shall have the right to exercise the option granted hereunder by giving written notice to Optionor of its election to purchase the Property.

7. CLOSING. The closing for this transaction shall take place thirty (30) days after the exercise of the Option by Optionee (the "Closing Date") at a location to be agreed upon by the parties. At the Closing, Optionor shall deliver to Optionee, at Optionor's sole cost and expense, in a form satisfactory to

Optionee, a marketable and insurable warranty deed conveying to Optionee fee simple title to the Property. At the Closing, exclusive possession to the Property shall be delivered to Optionee free and clear of any and all leases, tenants, occupants and any interest and/or claim of any other party in and to the Property. Optionee shall pay for the recording fees associated with the recordation of the warranty deed. Optionor shall pay for all documentary and transfer taxes and all other closing costs associated with the sale of the Property shall be shared equally by the parties.

8. TITLE. The sale of the Property shall be contingent upon Optionee's approval of a preliminary title report for the Property to be issued by a title insurance company satisfactory to Optionee. Within five (5) days after Optionee's exercise of its option hereunder, Optionor shall cause to be delivered to Optionee a preliminary title report for the Property together with copies of all items and documents referred to in the exceptions therein. Optionor shall remove, prior to the Closing Date, all of the exceptions to title not approved by Optionee provided that such exceptions arose after Optionor acquired title to the Property.

At the Closing, Optionor shall, at Optionor's sole cost and expense, deliver to Optionee a standard owner's policy of title insurance in Optionee's name with liability coverage in the principal amount of the purchase price hereunder. The policy of title insurance shall be issued by a title company satisfactory to Optionee and shall be dated as of the Closing Date and shall show only such exceptions to title as may have been approved in writing by Optionee, provided that such exceptions arose after Optionor acquired title to the Property.

9. PRORATIONS. All property taxes and assessments for the Property shall be prorated between Optionor and Optionee as of the Closing Date.

10. DEFAULT. In the event that either of the parties hereunder shall default in the performance of any of their obligations under this Agreement, the non-defaulting party shall have the right to seek specific performance hereunder, in addition to such other remedies as may now or hereafter be allowed by law.

11. ACCESS. Optionee shall have access to the Property at all reasonable times to observe the development and construction of the Building.

12. RECORDATION. Optionee shall have the right to record a Memorandum of this Agreement and Optionor agrees to execute any and all documents necessary to effectuate the purpose of this paragraph.

13. SUCCESSORS IN INTEREST. The rights and obligations of Optionor hereunder in connection with the development and construction of the Building and Pharmacy are personal to Optionor and are not assignable or transferable in any manner. Optionor further agrees not to attempt to assign, sell, convey or otherwise transfer in any way, any interest in and to the Property prior to the issuance of a Certificate of Occupancy (or equivalent document) for the Building and Pharmacy. Any attempted assignment, sale, conveyance, or other transfer shall be null and void at the option of Optionee. The restriction hereunder shall also apply to the assignment, sale, conveyance or transfer of any corporate shares or partnership interests. Notwithstanding the above, this provision shall not prevent Optionor from assigning to a financing institution, for security purposes only, its interest in any agreements it may have with Optionee, in order to obtain construction and permanent financing.

14. Grant of Put Option by Optionee. Upon completion of the Building, pursuant to and in accordance with the terms and conditions of this Agreement, Optionee hereby agrees to grant to Optionor the right to put the Property to Optionee in the event of a termination of the Sewer Agreement in accordance with the terms and conditions set forth below. The parties hereby acknowledge that concurrently herewith, Optionor is taking assignment from Optionee of a Sewer Agreement with 2154 Trading Corporation pursuant to which Optionor shall have the right to obtain sewer services for the construction of a primary care center on the Property which will then be leased to American Medical International, Inc. ("AMI"). If, at any time within ten years after the commencement of the above-described Commercial Lease with AMI, the sewer services to be provided pursuant to the Sewer Agreement shall terminate pursuant to the terms and conditions set forth under paragraph 9(e) of the Sewer Agreement, Optionee agrees, provided Optionor notifies Optionee in writing within six months from the date Optionor receives notification that the sewer services are being terminated pursuant to paragrah 9(e) (such notice to be given at the sole discretion of Optionor), to either (i) construct and/or tie into an alternate sewer system at Optionee's cost, prior to the expiration of the Sewer Agreement or (ii) purchase from Optionor that part of the Property devoted to the Building for a purchase price payable in cash at the Closing in an amount equal to the sum of (x) a pro rata portion of the original $410,000 purchase price of the Property, based upon the square footage of that portion of the Property being purchased to the total square footage of the Property; plus (y) the total construction costs of the Building which the parties herein deem to be the sum of $2,062,750.00 or the fair market value of the Building as of the date of termination of the Sewer Agreement, whichever is less; and (z) an additional amount equal to 6% of the above sum, to cover loss of use of funds and reimbursement for the time, expense and effort expended by Optionor in the development process. In the event that the parties cannot agree upon the fair market value of the

Building, each party shall select one professional real estate appraiser, and the two appraisers so selected shall select a third professional real estate appraiser, who shall determine the fair market value of the Buildling. The Closing of the sale shall occur on the date of termination of the sewer services under the Sewer Agreement, the exact time and place within the State of Alabama to be agreed upon by Optionor and Optionee. At the Closing the purchase price will be payable in cash by Optionee to Optionor and Optionor shall deliver a marketable and insurable warranty deed conveying to Optionee fee simple title to that portion of the Property being purchased. At the Closing, Optionor shall at its cost and expense deliver to Optionee a standard owner's policy of title insurance in Optionee's name with liability coverage in the principal amount of the purchase price hereunder. The policy of title insurance shall be issued by a title company satisfactory to Optionee and shall be dated as of the Closing Date and shall show only such exceptions to title as may have been approved in writing by Optionee, provided that all exceptions which arose prior to Optionor acquiring title to the Property shall be deemed acceptable. All property taxes and assessments for the Property shall be pro rated between Optionor and Optionee as of the Closing Date. Optionor shall have the right to seek specific performance hereunder in addition to any other remedies allowed by law, provided however that Optionee shall have sole option and discretion to elect whether to construct or tie into an alternate sewer system or to purchase that portion of the Property devoted to the Building. Optionor shall have the right to record a memorandum of this Agreement and the parties agree to execute any and all documents necessary to effectuate the purpose of this paragraph. AMI has executed this Agreement to evidence its consent hereto and its agreement to be bound by all the terms and conditions hereunder.

NOTICES. Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of mailing. Mailed notices shall be addressed as set forth hereinbelow provided that either party may change its address by written notice in accordance with this paragraph.

OPTIONOR:

COLONIAL PROPERTIES, INC.
P.O. Box 20279
1009 Montgomery Highway
Birmingham, Alabama 35216

OPTIONEE:

EASTERN PROFESSIONAL PROPERTIES, INC.
414 N. Camden Drive
Beverly Hills, CA 90210
Attention: Jerome E. Weisman

with a copy to:

AMERICAN MEDICAL INTERNATIONAL, INC.
Legal Department
414 N. Camden Drive
Beverly Hills, California 90210
Attention: Richard A. Haas, Esq.

16. ENTIRE AGREEMENT. This Agreement contains the entire Agreement by and between the parties hereto relating to the subject matter hereof. Any oral representations or modifications concerning this Agreement shall be of no force or effect except a subsequent modification in writing signed by the parties hereto.

17. SURVIVAL. All obligations, representations and warranties of the parties hereunder shall survive the recordation of the warranty deed conveying title to the Property from Optionee to Optionor.

18. SEVERABILITY. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

19. CORPORATE AUTHORITY. Each individual executing this Agreement represents and warrants that he is duly authorized to execute and deliver it on behalf of the corporation he represents in accordance with a duly adopted resolution of its board of directors authorizing the execution of this Agreement, a copy of said resolution to be delivered immediately upon request.

20. GOVERNING LAW. This Agreement shall be governed in accordance with the laws of the State of Alabama.

BOOK 48 PAGE 66

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth first above.

Optionor:
COLONIAL PROPERTIES, INC.

By Thomas H Lowder

Its President

Optionee:
EASTERN PROFESSIONAL PROPERTIES, INC.

By

Its President

AMERICAN MEDICAL INTERNATIONAL, INC.

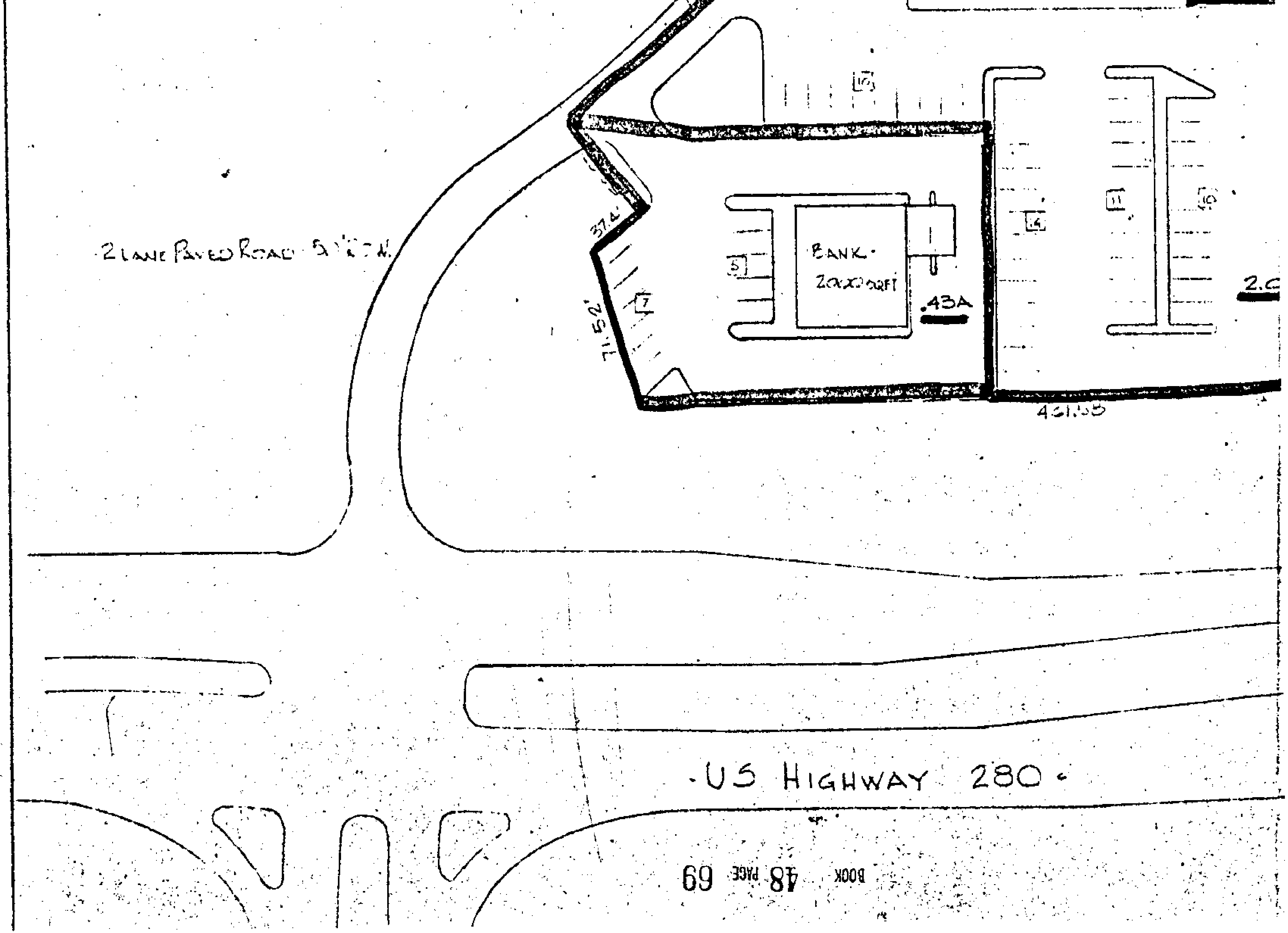
By

Its Vice-President

RAH3/develop

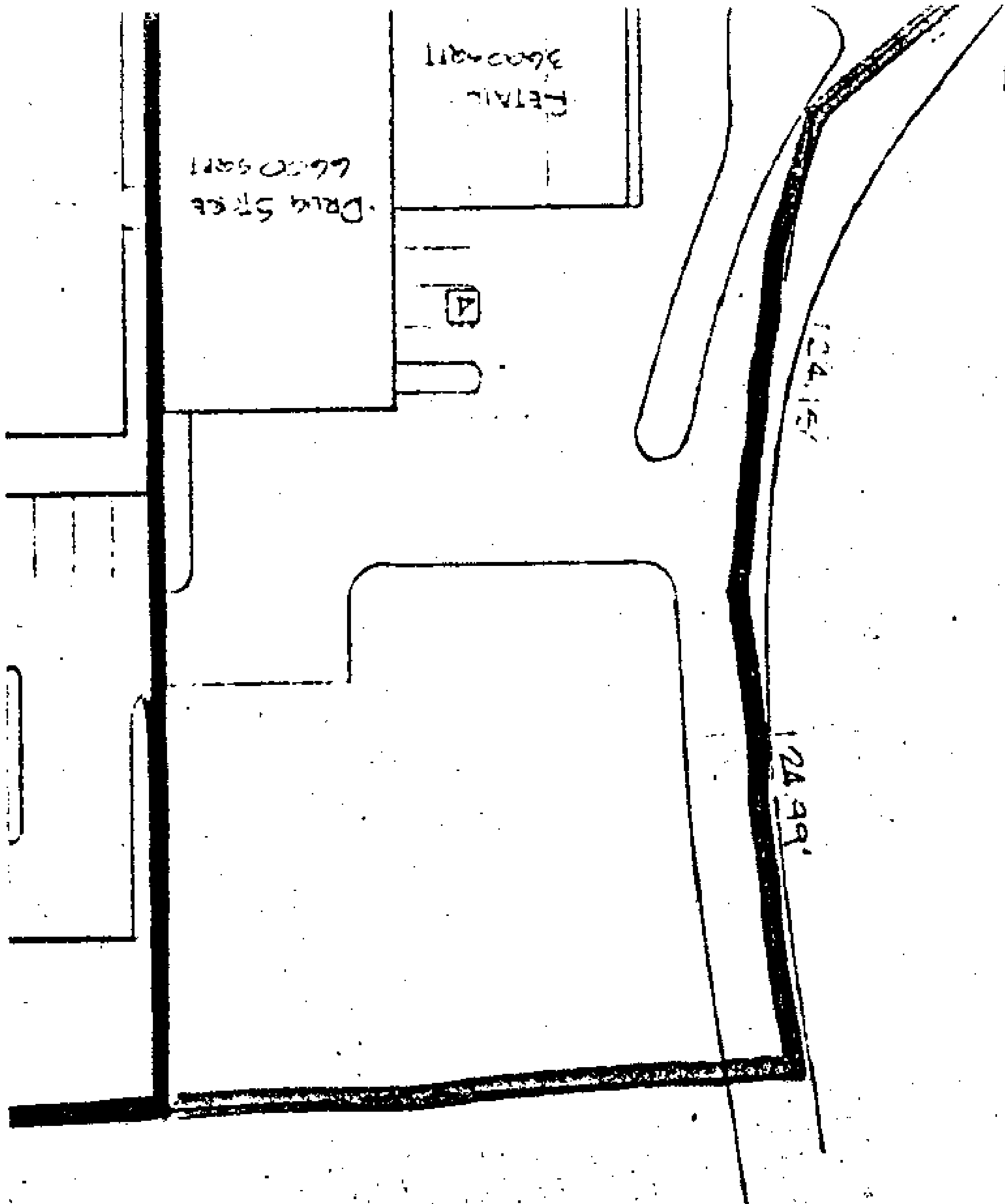
EXHIBIT "A"

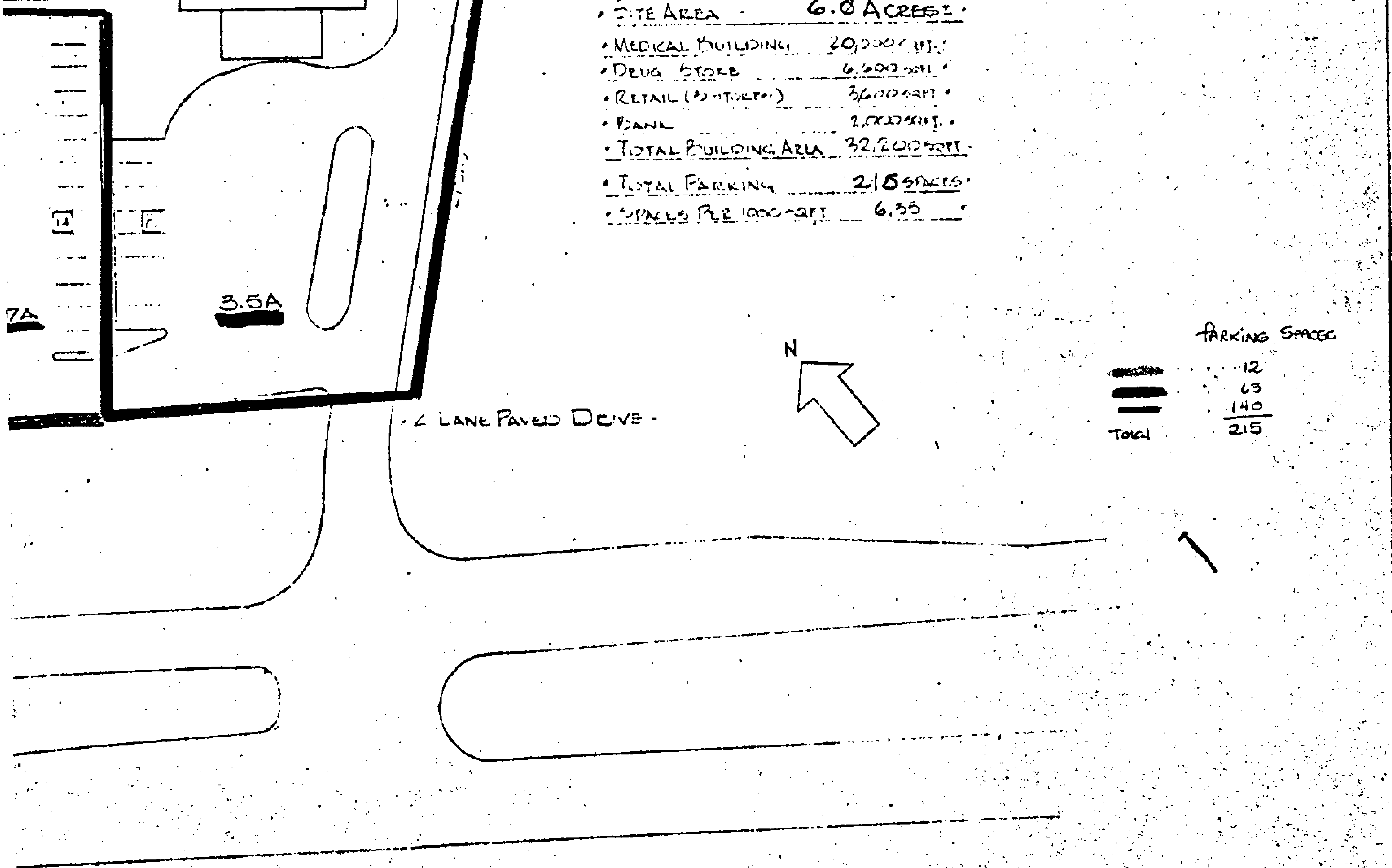
From the NE corner of the SE 1/4 of the NW 1/4, Section 36, Township 18 South, Range 2 West, run West along the North boundary of said 1/4-1/4 a distance of 260.35 feet; thence left 81 degrees 37 minutes a distance of 684.60 feet to the point of beginning; thence right 81 degrees 05 minutes a distance of 138.67 feet; thence left 89 degrees 51 minutes a distance of 52.27 feet; thence right 90 degrees 00 minutes a distance of 37.40 feet; thence left 71 degrees 27 minutes a distance of 71.52 feet; thence left 72 degrees 10 minutes a distance of 461.58 feet along the chord of a curve to the left with a radius of 5639.58 feet being the R.O.W. line of U. S. Highway 280; thence left 78 degrees 08 minutes a distance of 215.00 feet; thence right 75 degrees 07 minutes a distance of 215.00 feet; thence left 75 degrees 07 minutes a distance of 241.00 feet; thence left 101 degrees 52 minutes a distance of 662.50 feet; thence left 93 degrees 38 minutes a distance of 124.99 feet; thence right 16 degrees 40 minutes a distance of 121.15 feet to the point of beginning.



BOOK 48 PAGE 69

BOOK 48 PAGE 70





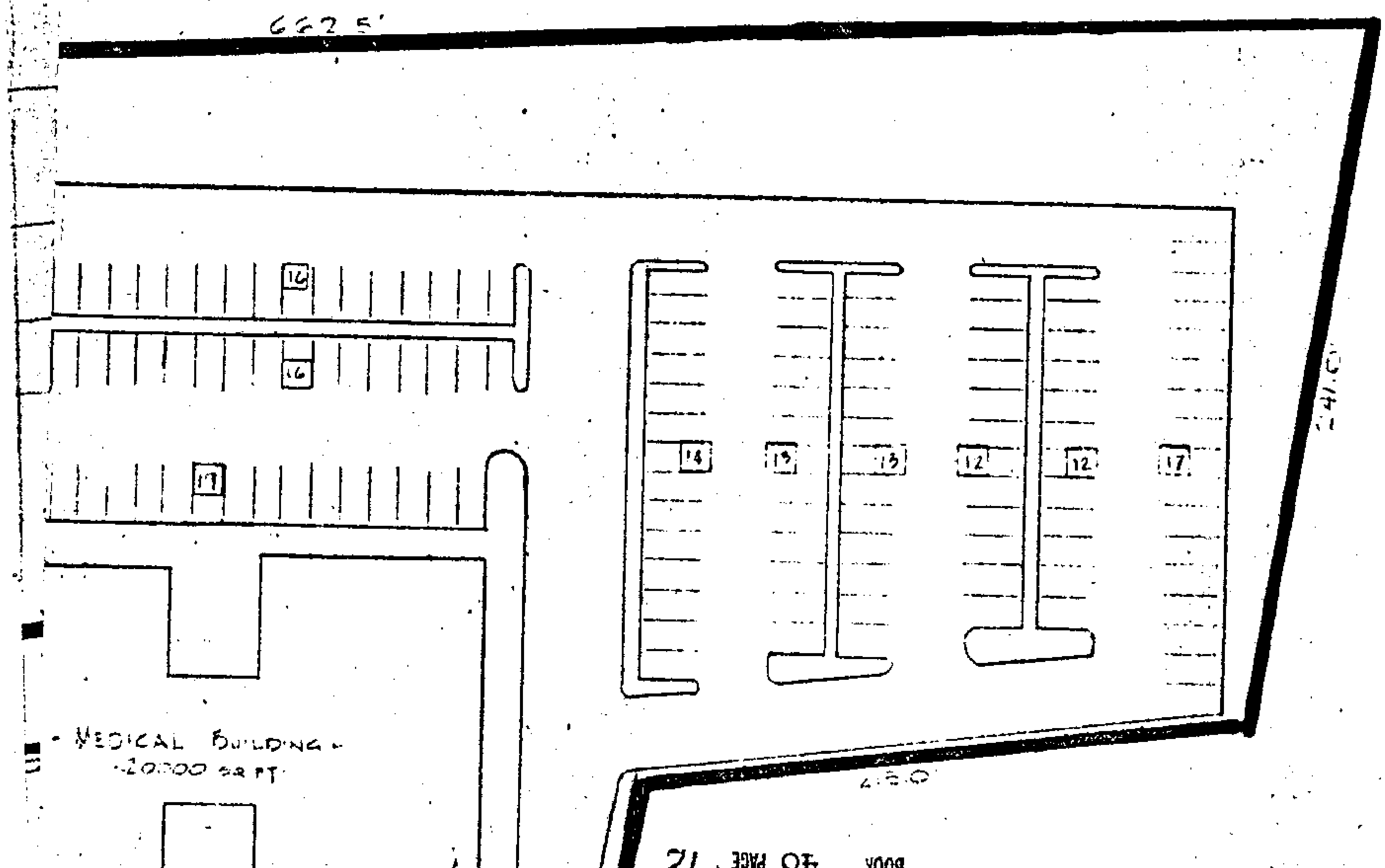
SITE AREA	6.0 ACRES±
MEDICAL BUILDING	20,000 SQ.FT.
DRUG STORE	6,600 SQ.FT.
RETAIL (3-STORES)	3,600 SQ.FT.
BANK	2,000 SQ.FT.
TOTAL BUILDING AREA	32,200 SQ.FT.
TOTAL PARKING	215 SPACES
SPACES PER 1000 SQ.FT.	6.35

COLONIAL PROPERTIES INC.

MULTI-USE DEVELOPMENT

SHELBY COUNTY, ALABAMA

BOOK 48 PAGE 71



BOOK 48 PAGE 72

SUMMARY•

• SITE AREA 6.0 ACRES± •

• MEDICAL BUILDING 20,000 SQ.FT.•

BOOK 48 PAGE 73

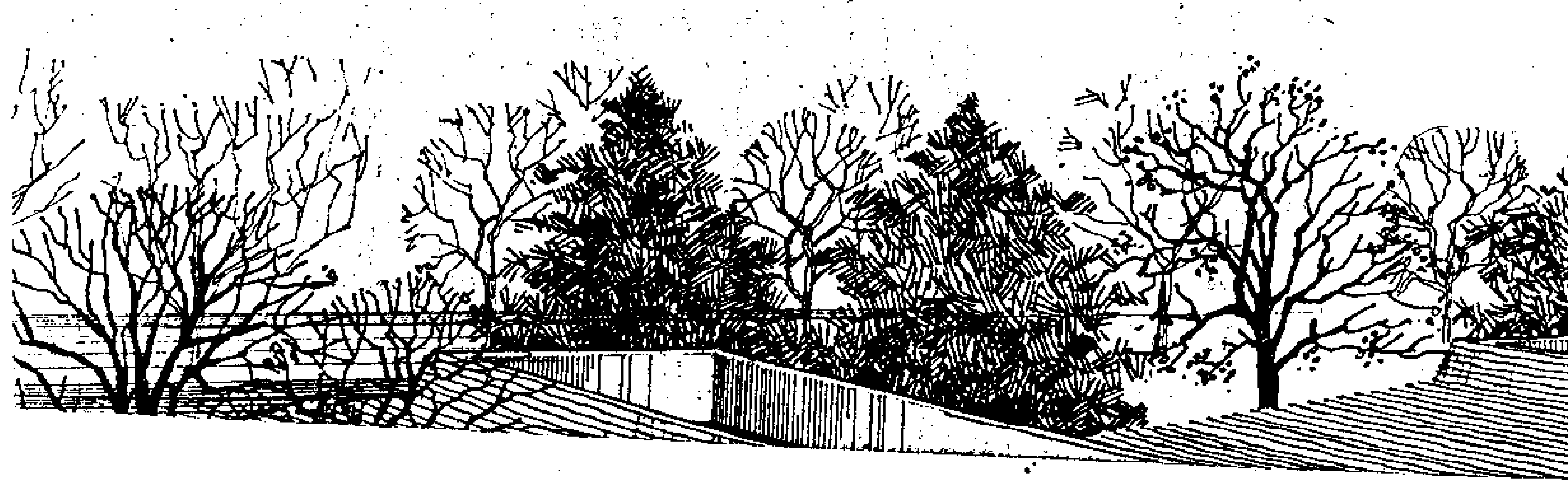
Exhibit C

Preliminary Plans and Specifications

BOOK 48 PAGE 74

AF 8670

BOOK 48 PAGE 75



BOOK 48 PAGE 77

Exc

Terry
tect
mery Highway
BAMA 35209
-9765

STATE OF ALABAMA
EVAN M. TERRY
365
BIRMINGHAM ALABAMA
REGISTERED ARCHITECT

INVERNESS FAMILY MEDICAL CENTER

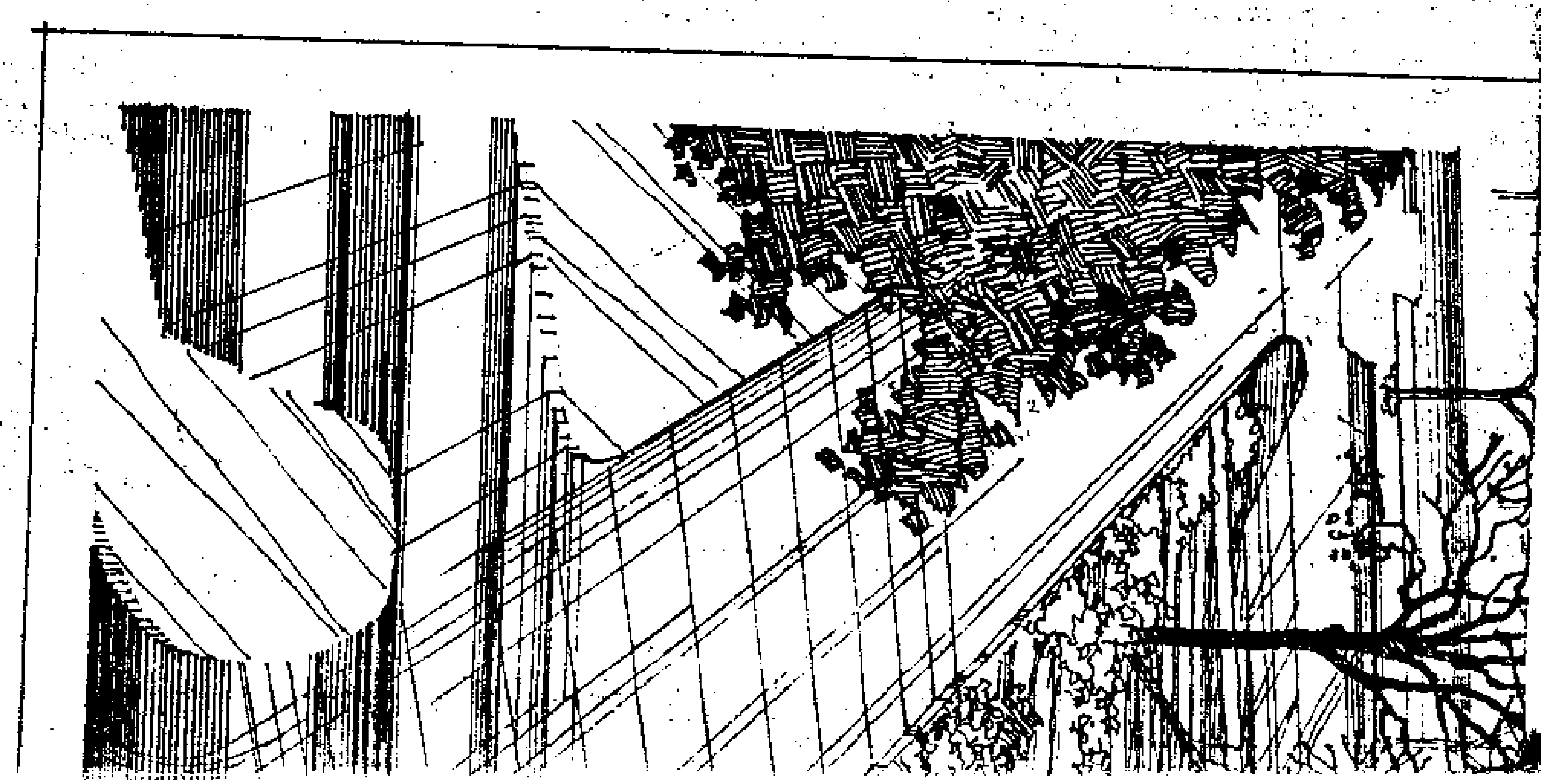
SHELBY COUNTY, ALABAMA

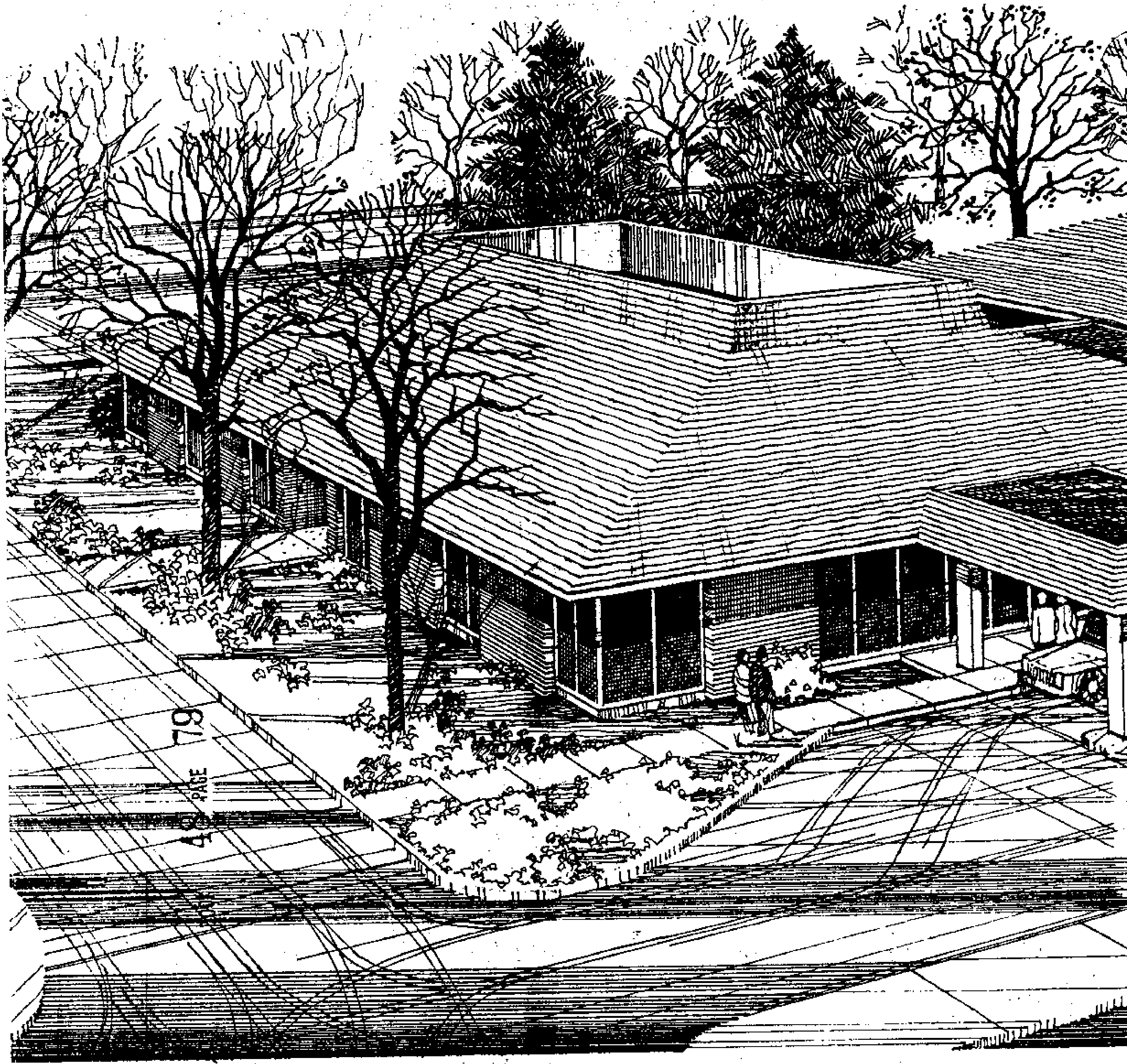
FOR

COLONIAL PROPERTIES, INC.

BIRMINGHAM, ALABAMA

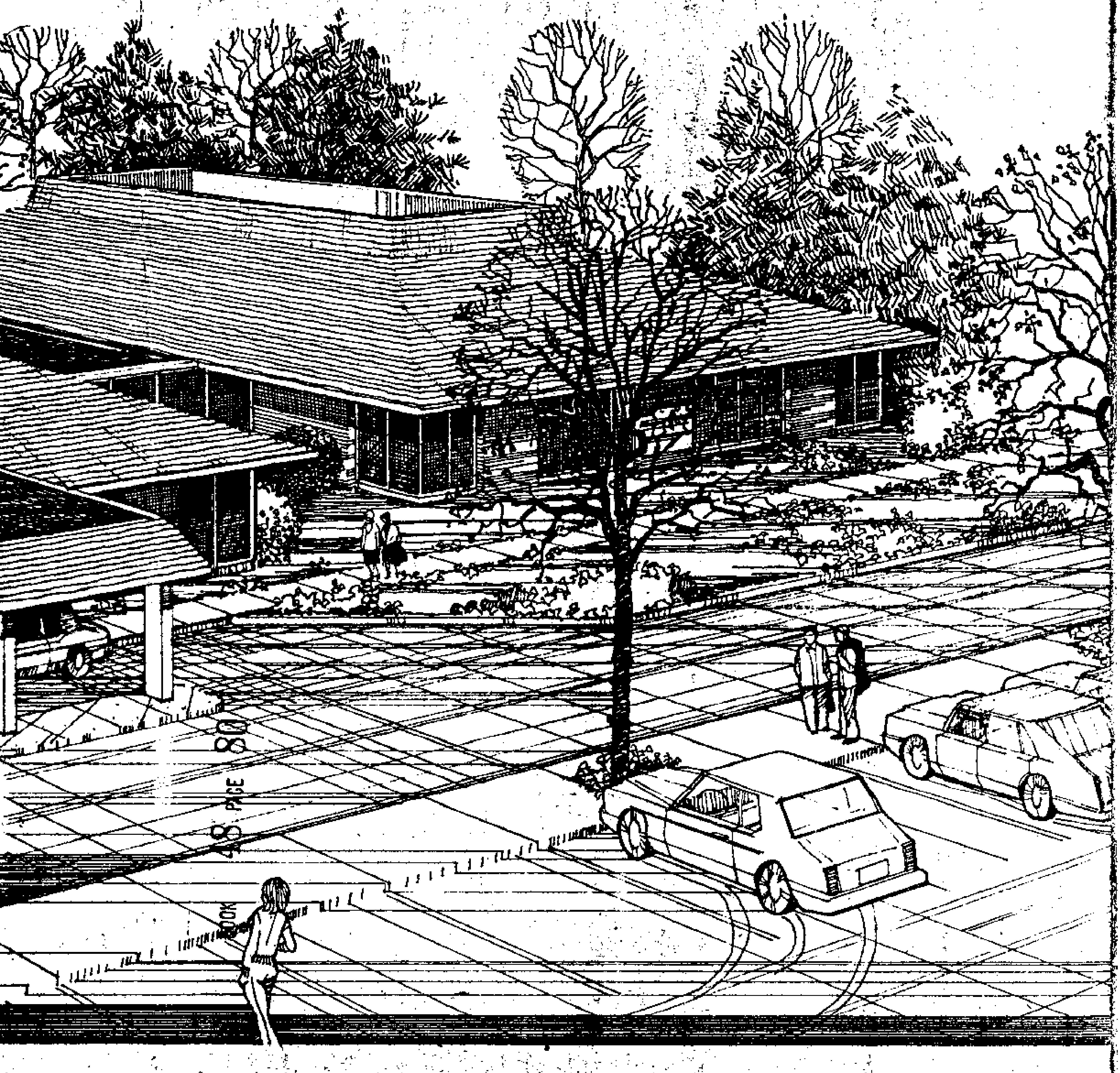
BOOK 48 PAGE 78





INVERNESS F

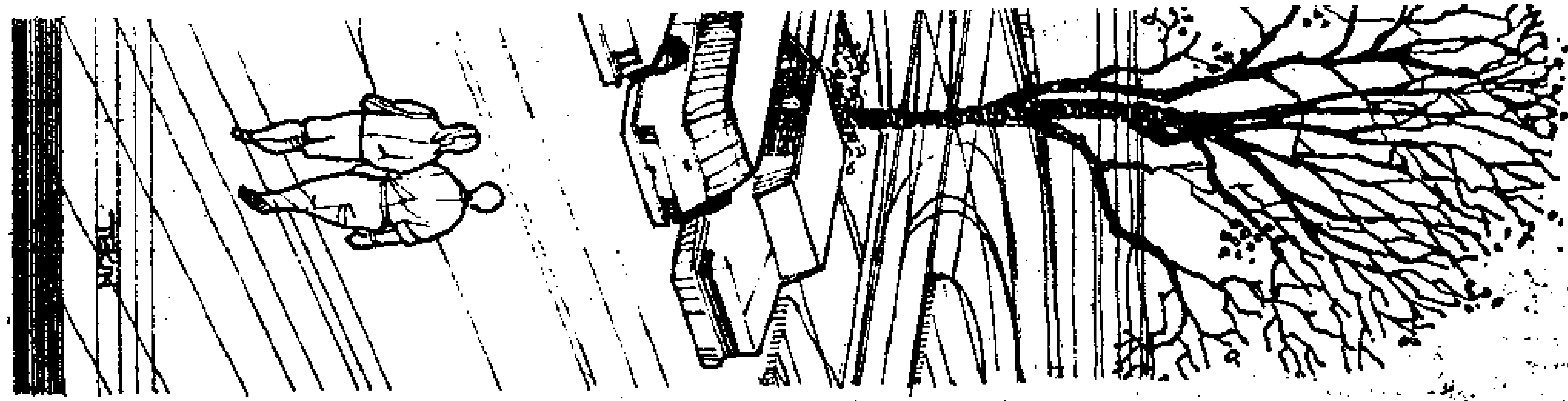
SHE



AMILY MEDICAL CENTER

ELBY-COUNTY, ALABAMA

BOOK 48 PAGE 81



Revisions

Sheet Title

job no 1438

dwn by TEKIN

ckd by SOKOL

dwg no A1

of

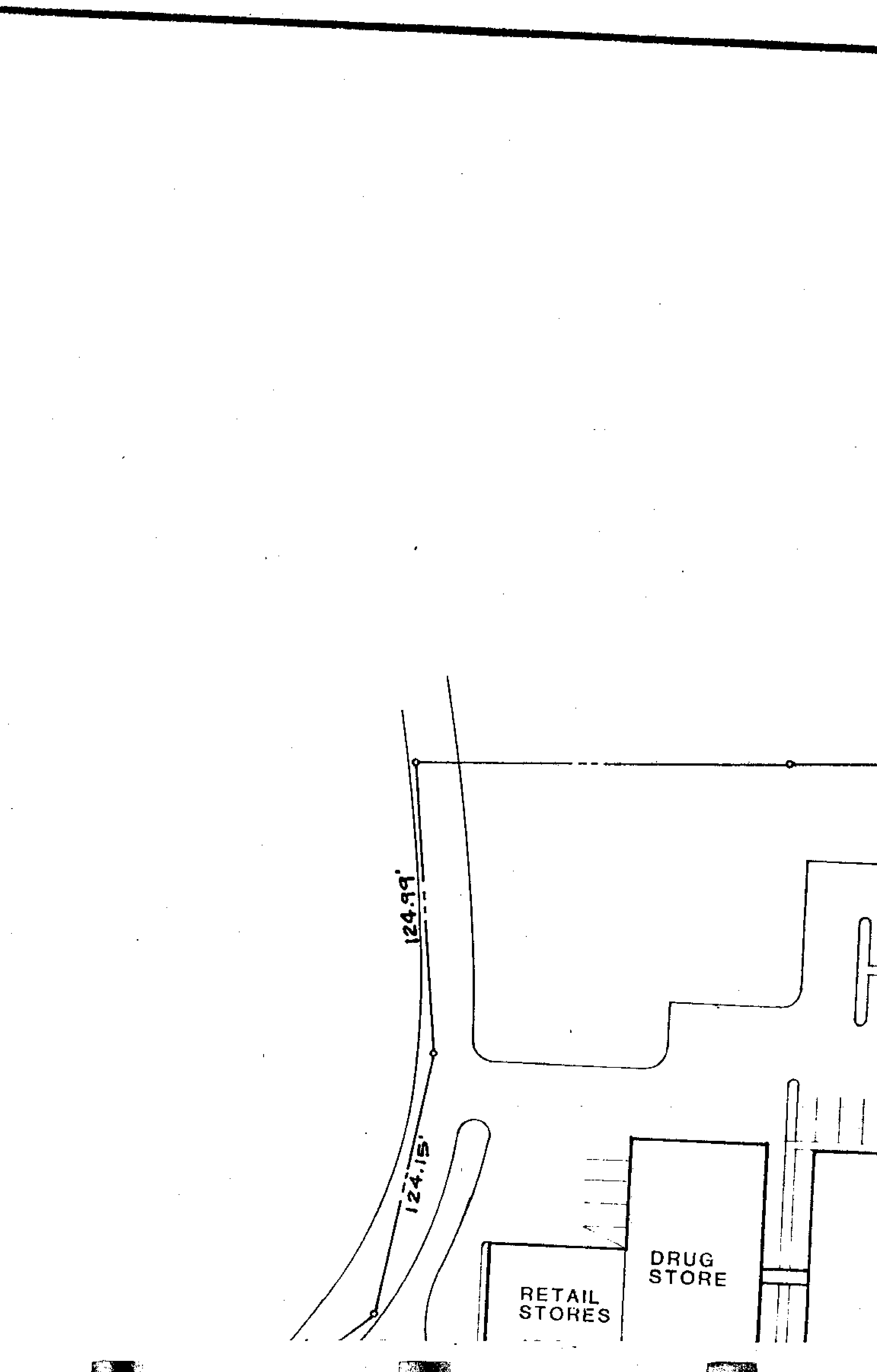
sht no

date 12-7-81

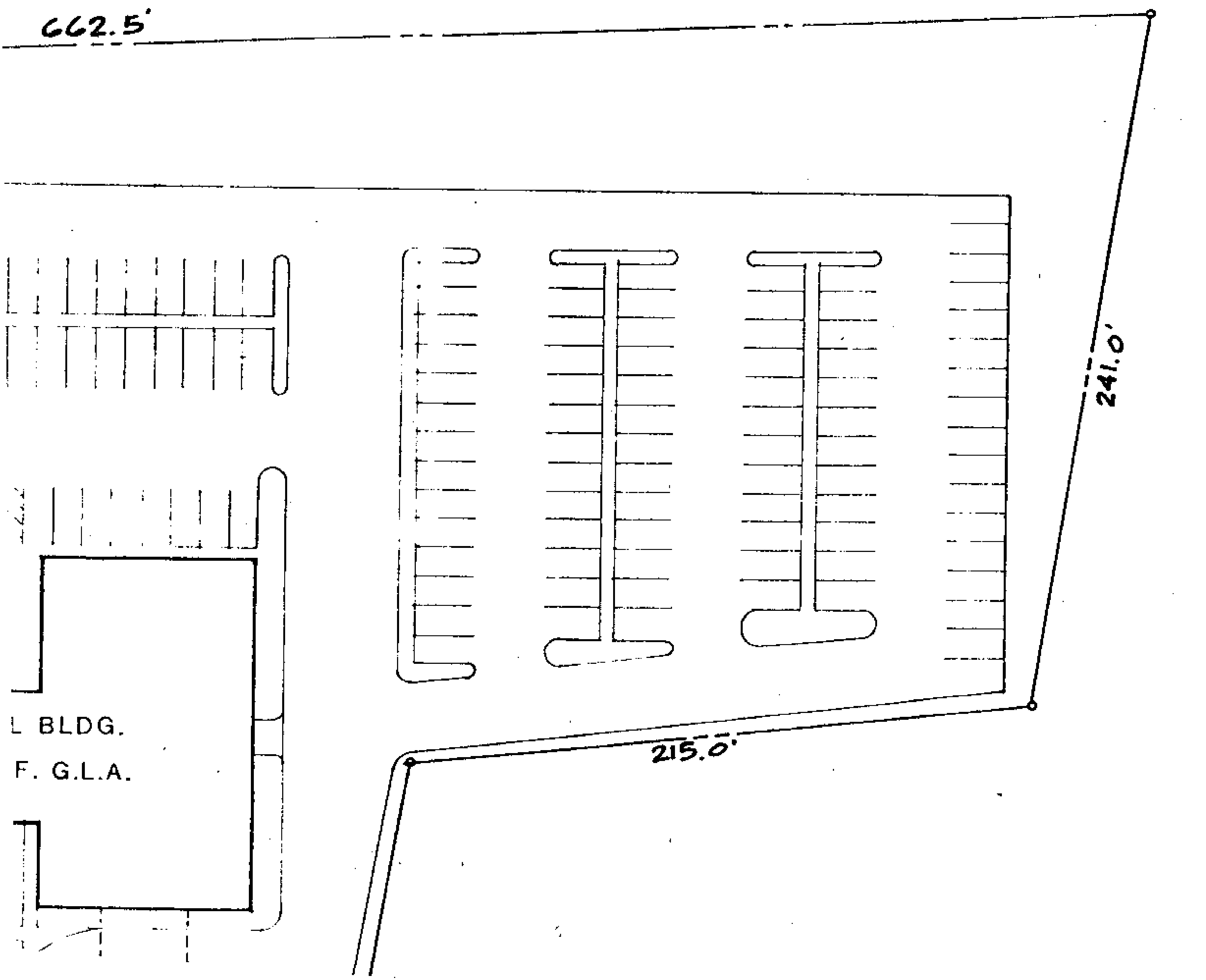
of

Evan M. Terry
Architect
2129 Montgomery Highway
Birmingham, ALABAMA 3520
205-871-9765

BOOK 48 PAGE 82



BOOK 48 PAGE 83



BOOK 48 PAGE 84

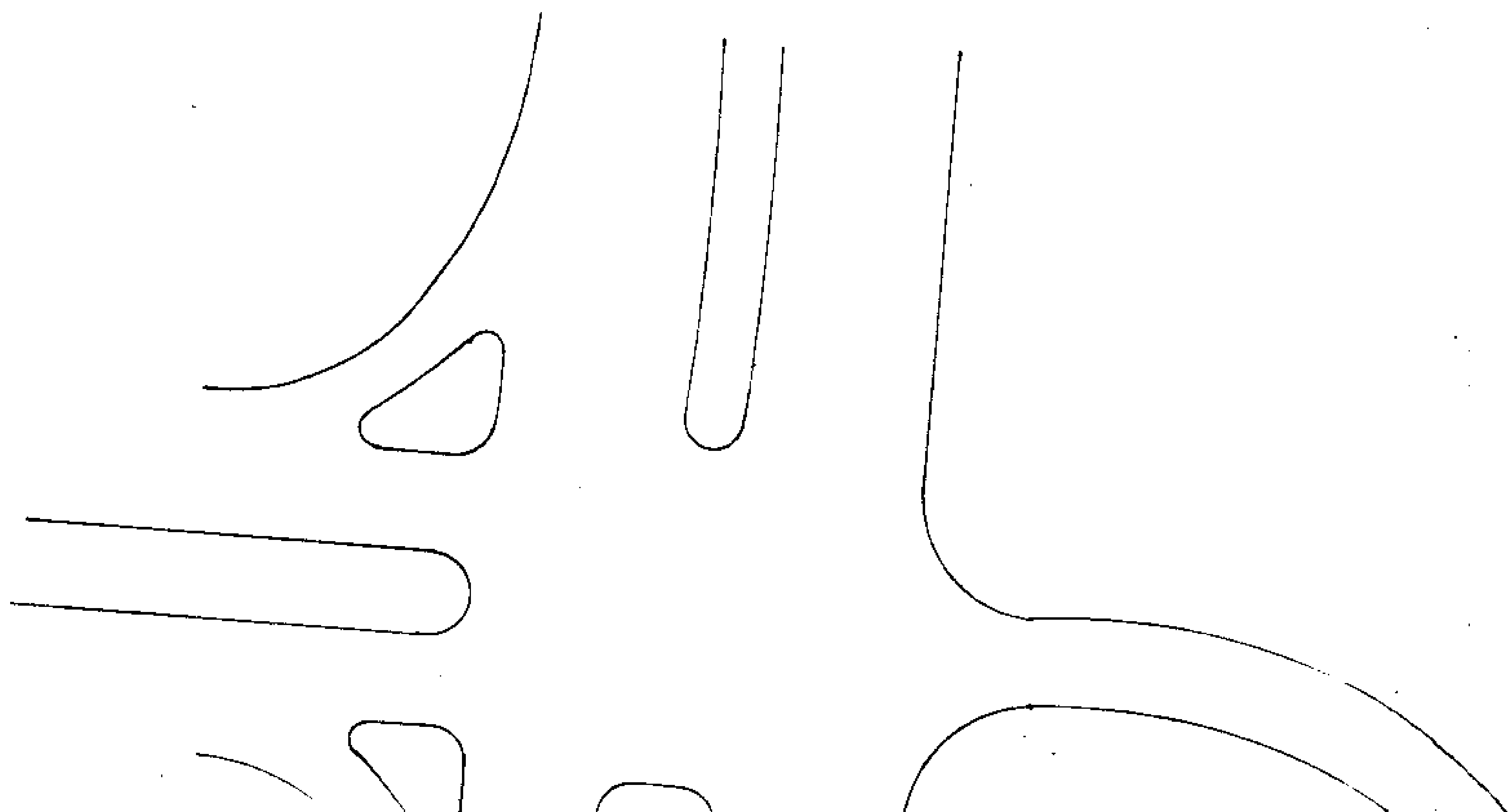
...n M. Terry
Architect

STATE OF ALABAMA
EVAN M. TERRY
365

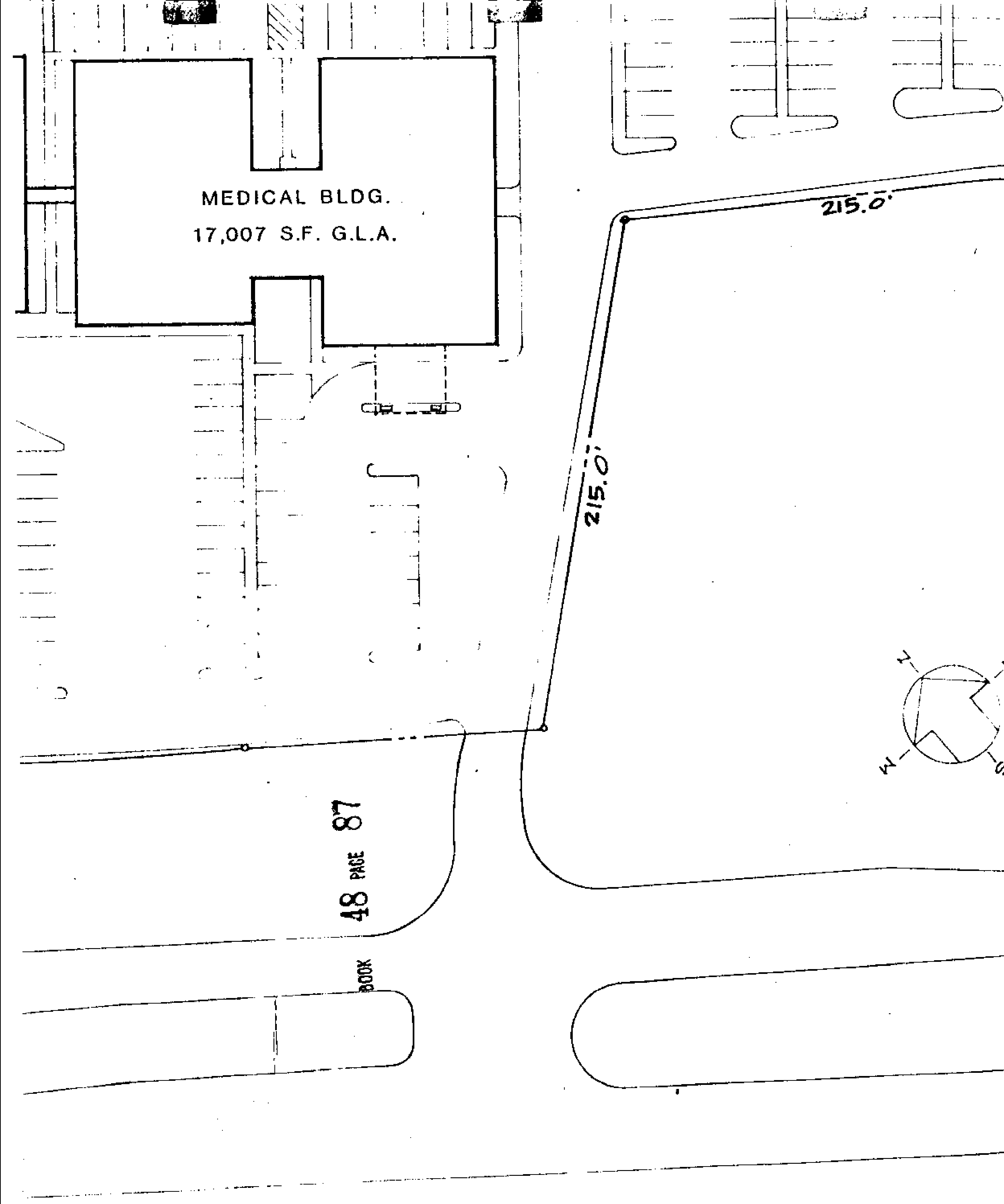
INVERNESS FAMILY MEDICAL CENTER

SHELBY COUNTY, ALABAMA

FOR




10,200 S.F. G.L.A.
138.67
37.4
BANK
71.52'
461.58'
U.S. HIGHWAY 280
S



SITE PLAN SCALE: 1"::50'-0"

BOOK 48 PAGE 88

Revisions

Sheet Tit

SIT

job no

dwn by
CARRA

dwg no
A-1

of

date
C-22-8

...an M. Terry
Architect
129 Montgomery Highway
...ngham, ALABAMA 35209
205-871-9765

STATE OF ALABAMA
EVAN M. TERRY
365
BIRMINGHAM
ALABAMA
REGISTERED ARCHITECT

INVERNESS FAMILY MEDICAL CENTER
SHELBY COUNTY, ALABAMA

FOR
COLONIAL PROPERTIES, INC
BIRMINGHAM ALABAMA

Revisions

Sheet Title

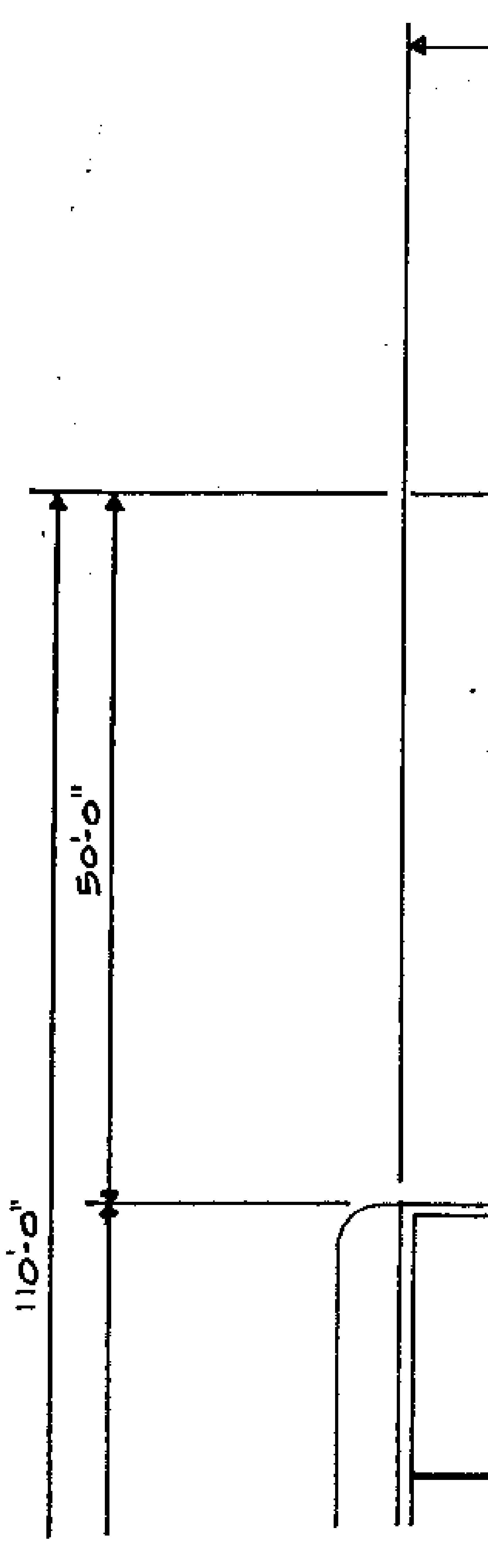
SITE PLAN

job no	1438
dwn by CARRA	ckd by SOKOL
dwg no. A-1	sht no
of	of
date G-22-82	

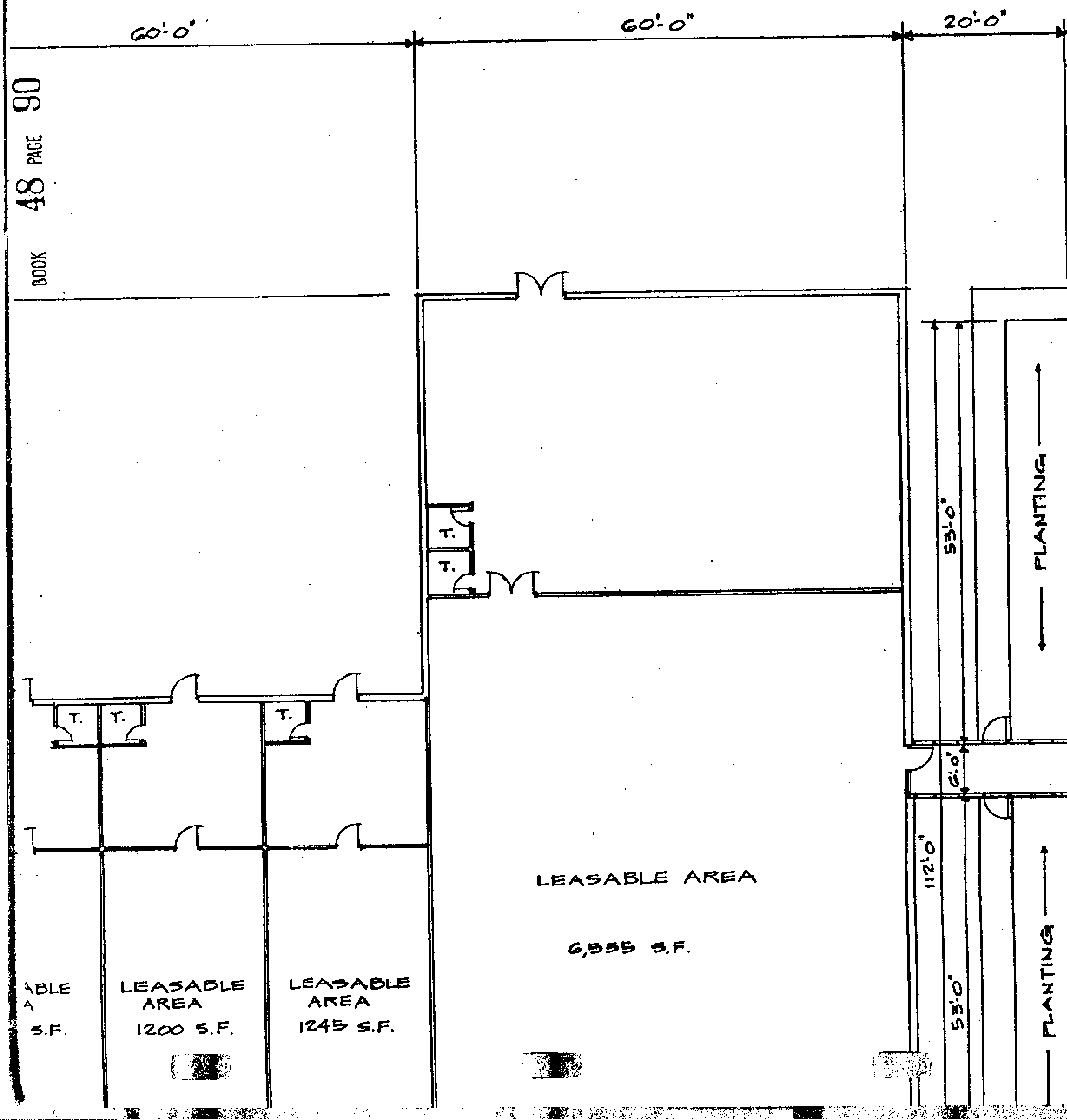
Evan M. Terry
Architect
2129 Montgomery Highway
Birmingham, ALABAMA 35209
205-871-9765

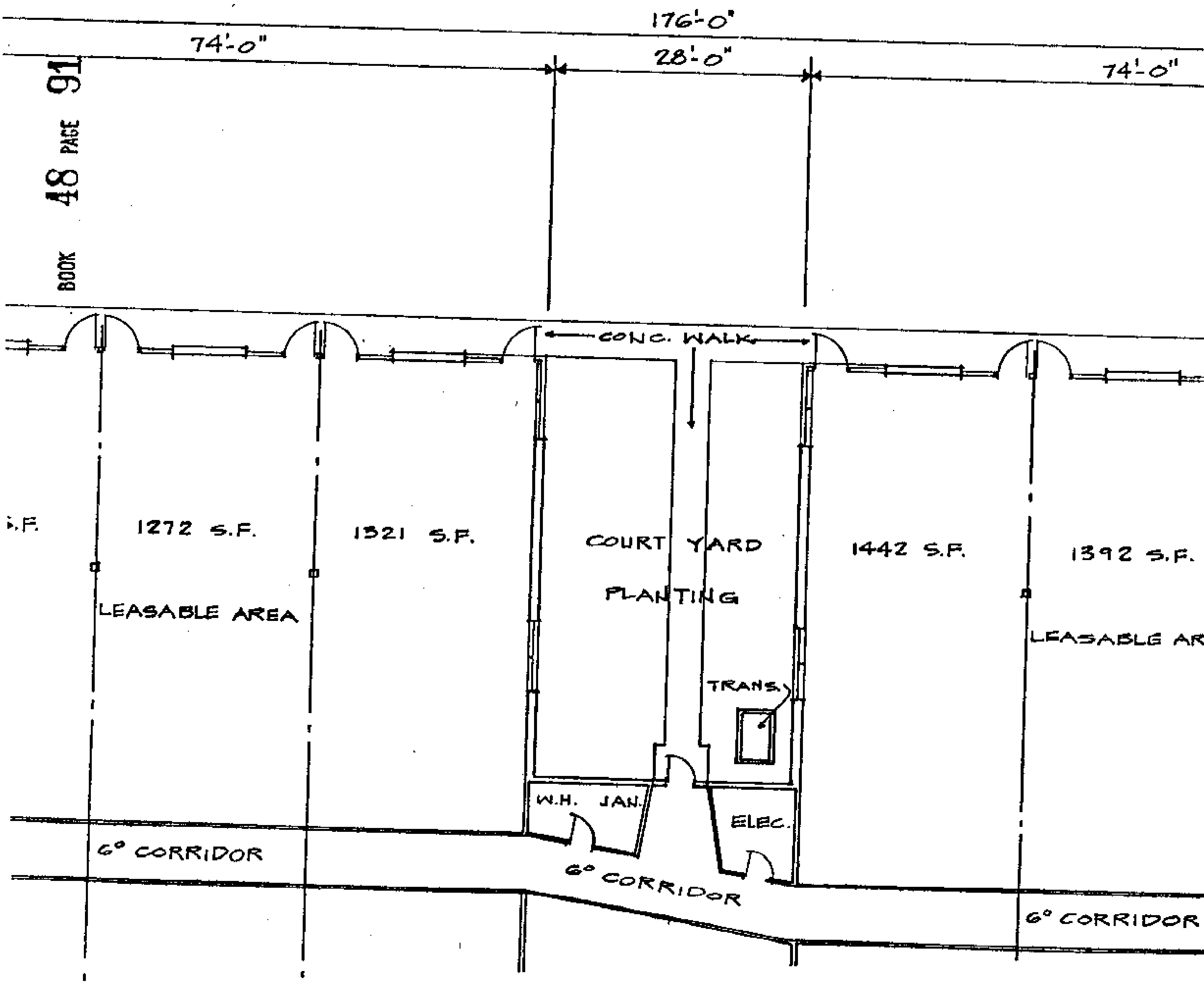
AF 8670

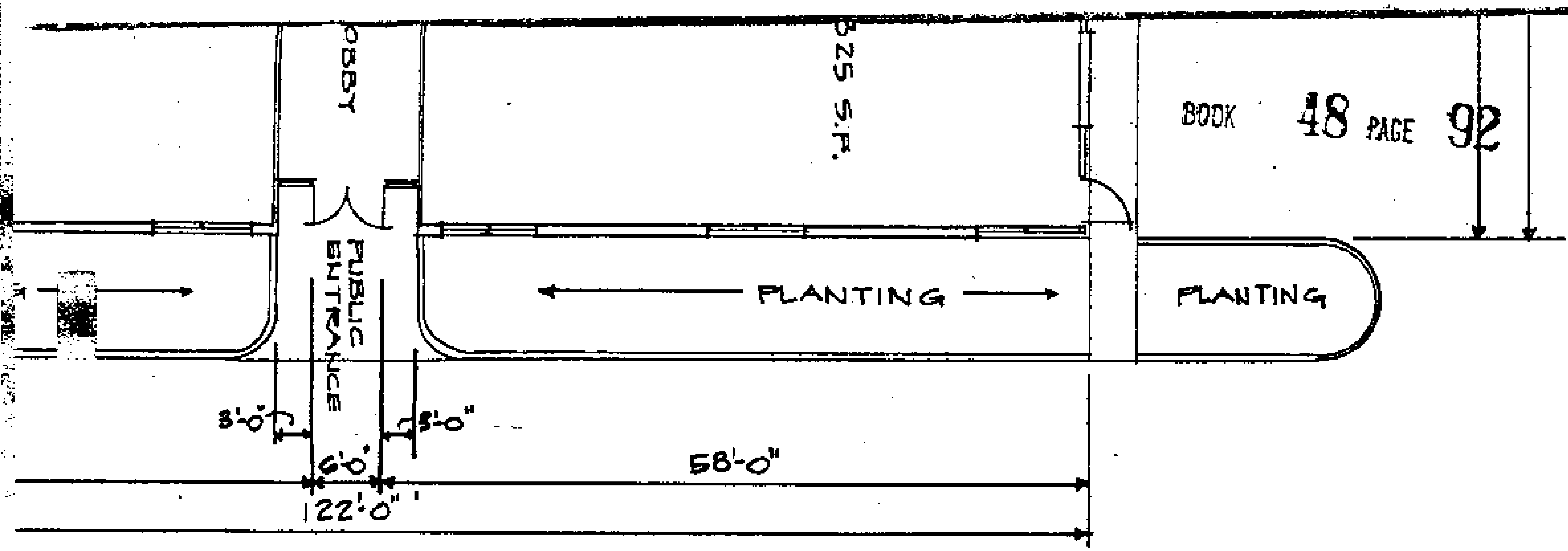
BOOK 48 PAGE 89



BOOK 48 PAGE 90




176'-0"
74'-0"
28'-0"
74'-0"
CONC. WALK
S.F.
1272 S.F.
1321 S.F.
COURT YARD
PLANTING
1442 S.F.
1392 S.F.
LEASABLE AREA
LEASABLE AR
TRANS.
W.H. JAN.
ELEC.
6° CORRIDOR
6° CORRIDOR
6° CORRIDOR



BOOK 48 PAGE 92

M. Terry
Architect
Montgomery Highway
m, ALABAMA 35209

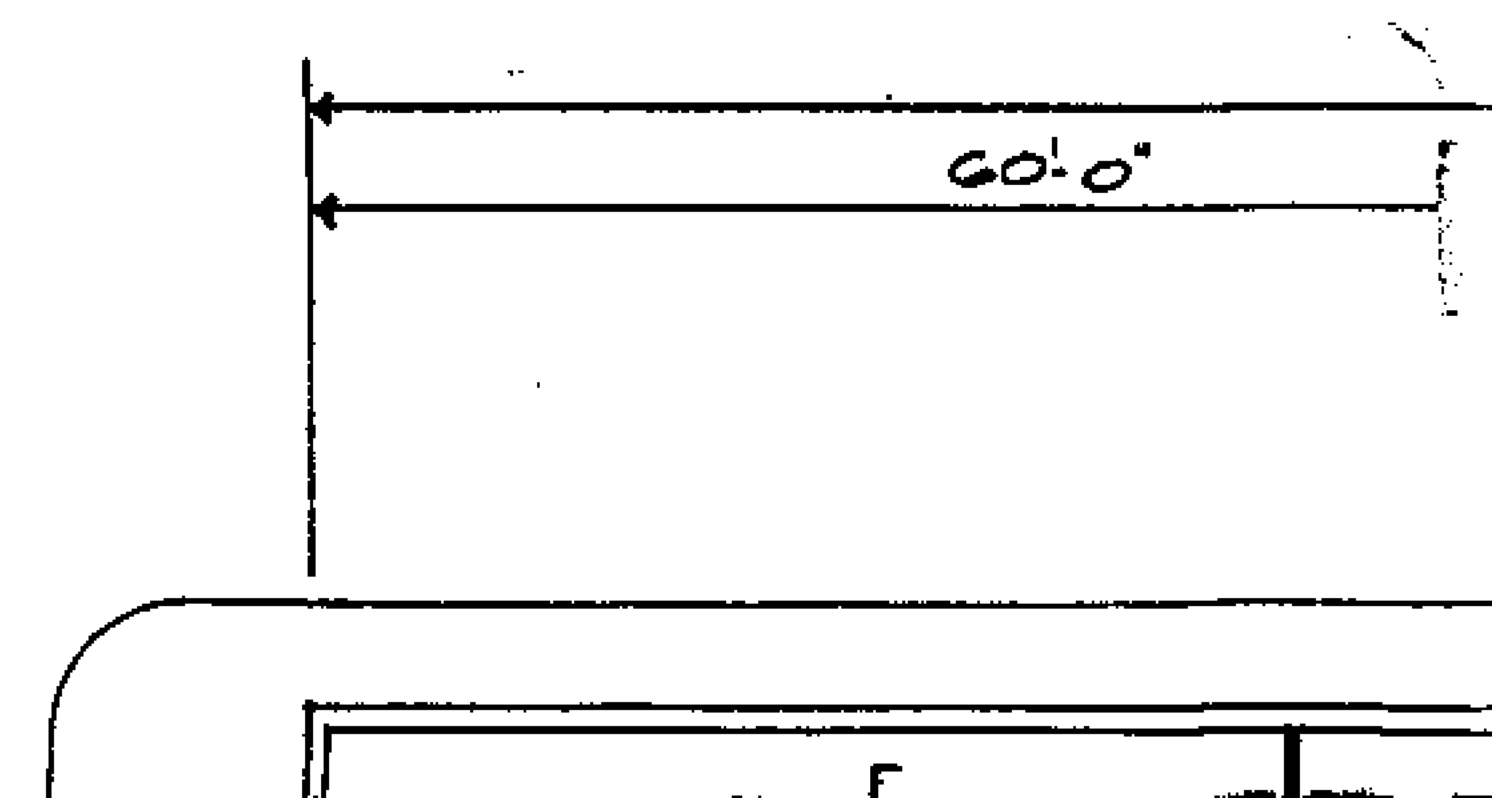
STATE OF ALABAMA
EVAN M. TERRY
365
BIRMINGHAM ALABAMA
REGISTERED ARCHITECT

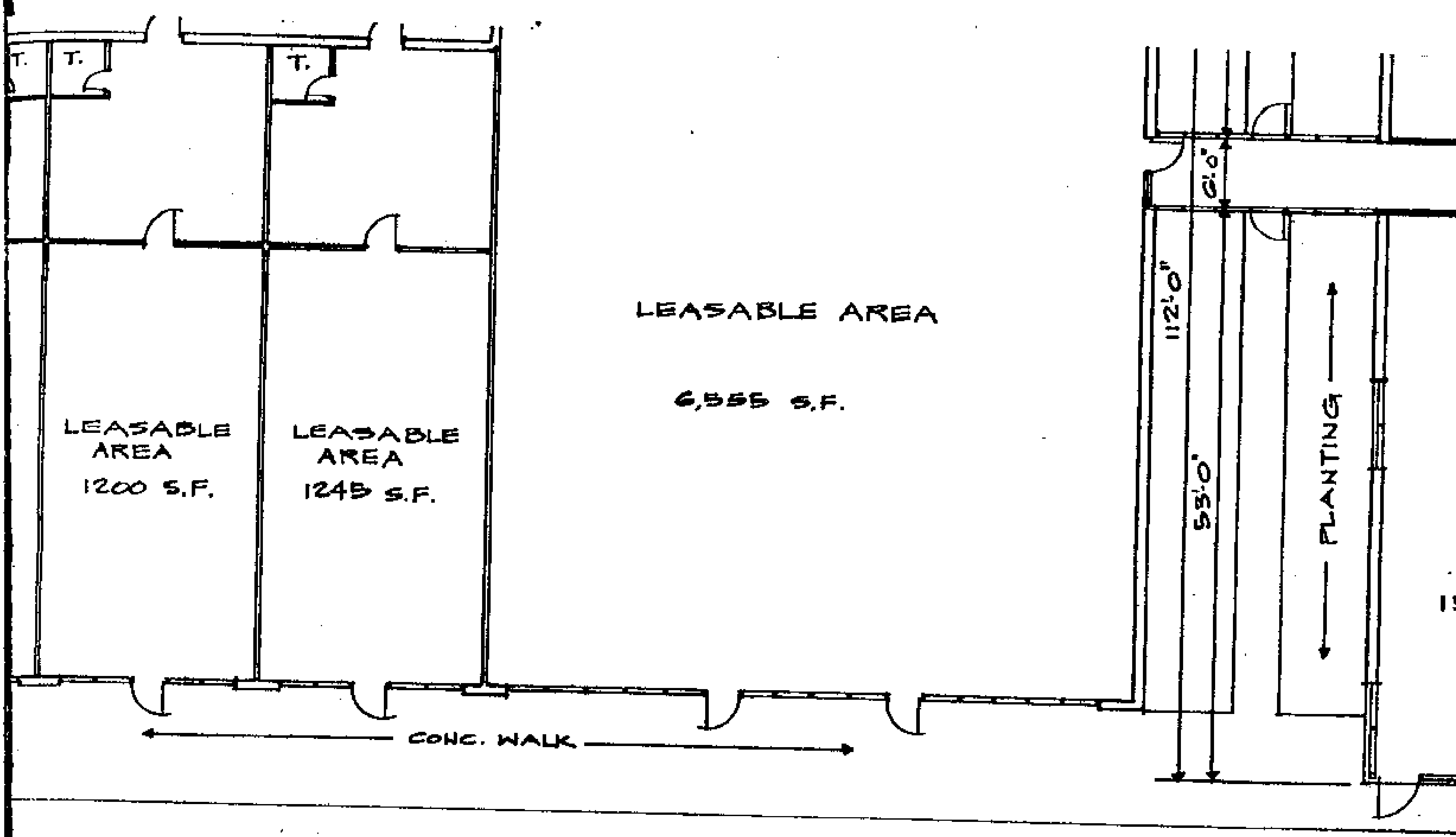
INVERNESS FAMILY MEDICAL CENTER

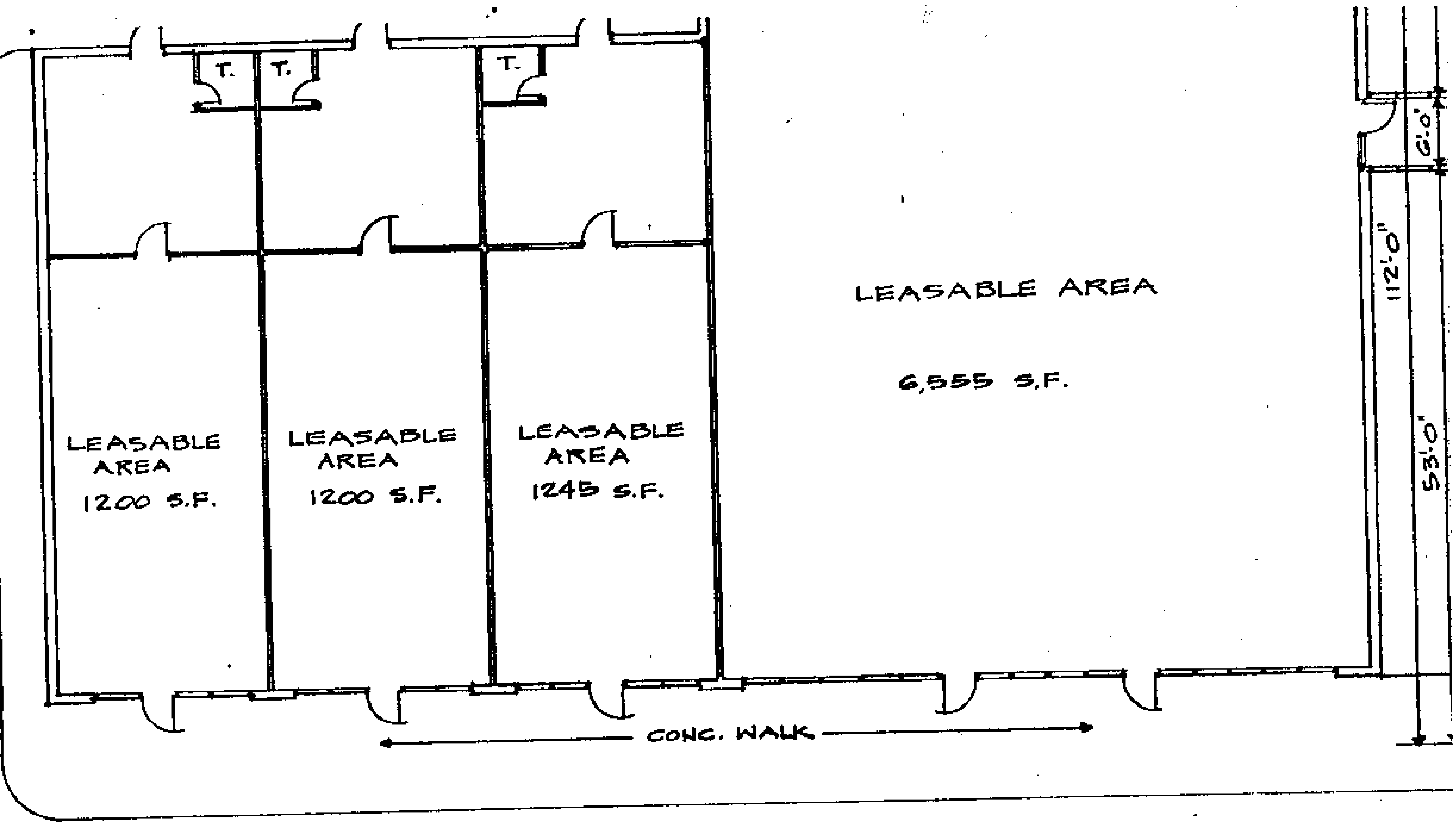
SHELBY COUNTY, ALABAMA

FOR

COLONIAL PROPERTIES, INC.

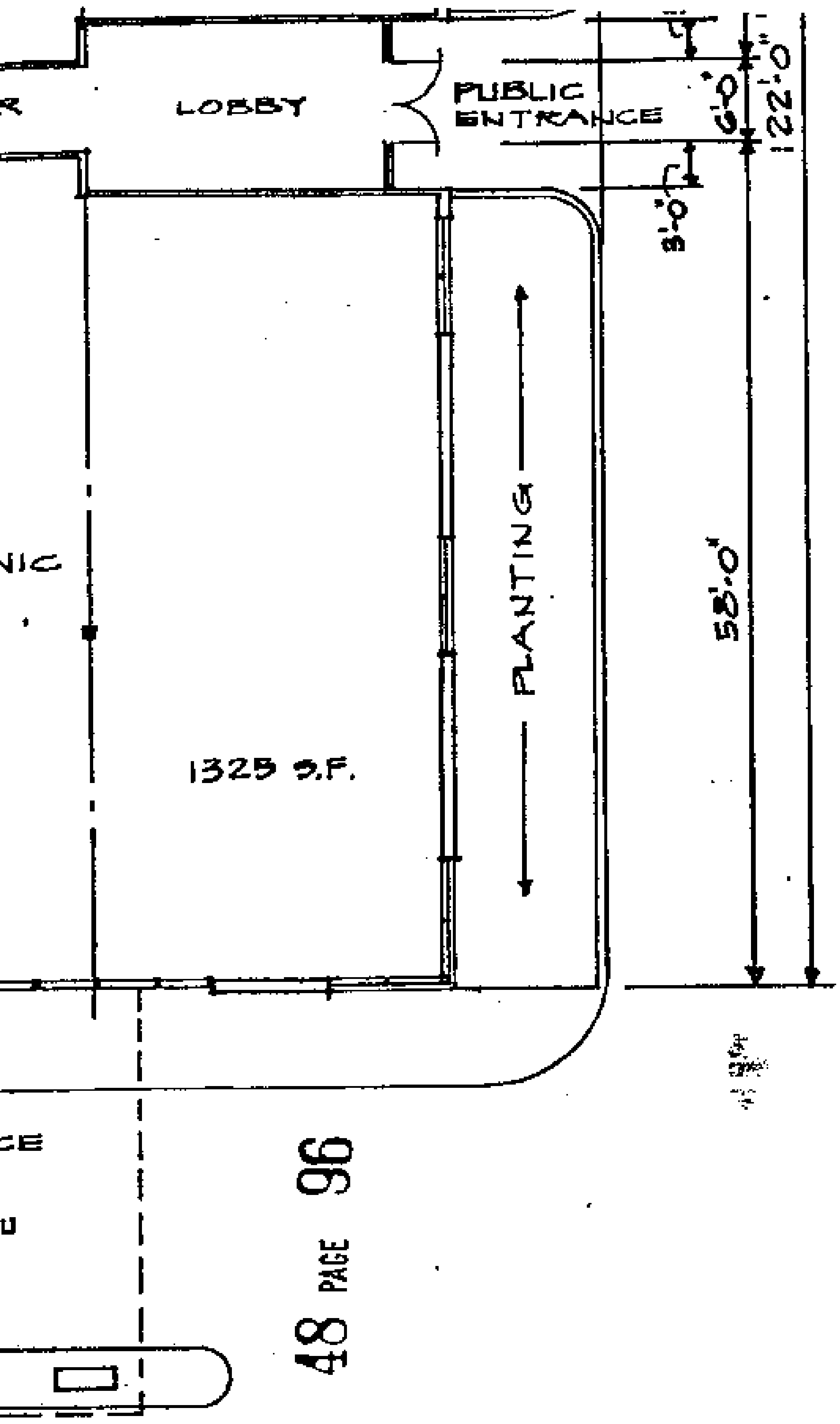

60'-0"


T.
T.
T.
LEASABLE AREA
6,555 S.F.
LEASABLE AREA
1200 S.F.
LEASABLE AREA
1245 S.F.
CONC. WALK
PLANTING
112'0"
53'0"
6'0"



BOOK 48 PAGE 94

BOOK 48 PAGE 95



BOOK 48 PAGE 96

1982 DEC 28 PM 2:59

Rec. 55.50
Ind. 1.00
56.50

FLOOR PLAN SCALE: 1/16"=1'-0"

AREA TABULATION

	GROSS	LEASABLE
POB	18,500 S.F.	17,007 S.F.
SHOPS	10,200 S.F.	10,200 S.F.
LINK	140 S.F.	---------

PRELIMINARY 4/19/82

Evan M. Terr

Revisions

Sheet Title

job no. 1

dwn.by CARRA

dwg.no. A-2

of

date