

STATE OF ALABAMA

AGREEMENT

COUNTY OF SHELBY

THIS AGREEMENT made and entered into as of the 31st day of August, 1990, by and between AMSOUTH BANK, N.A., AS ANCILLARY TRUSTEE FOR NCNB NATIONAL BANK OF NORTH CAROLINA, AS TRUSTEE FOR THE PUBLIC EMPLOYEES RETIREMENT SYSTEM OF OHIO ("AMOUTH/NCNB") and WOMAN'S MISSIONARY UNION AUXILIARY TO SOUTHERN BAPTIST CONVENTION ("WMU");

STATEMENT OF PURPOSE

AmSouth/NCNB is the owner of that certain approximately 73 acre tract of land (the "AmSouth/NCNB Property") fronting U.S. Highway 280 in Shelby County, Alabama, and being a portion of that certain development known as the Brook Highland Development (the "Development"), said AmSouth/NCNB Property also being more particularly described on Exhibit A attached hereto and incorporated herein by reference. WMU is the owner of that certain tract of land (the "WMU Property") located across Brook Highland Parkway from the AmSouth/NCNB Property, said WMU Property being more particularly described on Exhibit B attached hereto and incorporated herein by this reference (the "WMU Property"). In connection with its ownership of the Development, AmSouth/NCNB, as the Declarant by assignment of Dantract, Inc., desires to amend the existing protective covenants for the Meadows Business Center being recorded in Book 46 at page 718 and as amended by amendments recorded in Book 51 at Page 109 and in Book 19 at Page 413 in the probate office of Shelby County, Alabama (the "Meadows Covenants") to delete therefrom the AmSouth/NCNB Property and to impose upon such property certain alternative covenants and restrictions which would establish an architectural review program and create an Owner's Association to assess property owners for the costs of maintaining certain common areas. The WMU Property shall not be subject to the restrictive covenants proposed by AmSouth/NCNB. WMU has consented to the amendment to the Meadows Covenants, as reflected in that certain Third Supplemental Declaration of Protective Covenants, dated August 29, 1990, and recorded contemporaneously herewith, provided that AmSouth/NCNB enters into this Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, AmSouth/NCNB and WMU hereby agree as follows:

1. WMU hereby confirms, ratifies, approves and consents to the terms and provisions set forth in the Third Supplemental Declaration of Protective Covenants providing for the deletion of the AmSouth/NCNB Property from the terms and provisions of the Meadows Covenants.

2. Except with the written approval of WMU, the "Buffer Area" (as hereinafter defined) shall be developed, used and operated only for office and institutional uses and certain other uses, services and facilities as are harmonious with an office park development, including without limitation restaurants located within any office building facility, daycare facilities, and banks and other financial services facilities. The "Buffer Area" means and refers to that certain area located parallel with Brook Highland Parkway extending from U.S. Highway #280 and shown cross-hatched in red on a reduced copy of that certain survey prepared by Sain-South Engineers, last revised August 16, 1990, a copy of which is attached hereto as Exhibit C and incorporated herein by reference (the "Survey").

3. It is agreed that the approval of WMU referred to above shall not be unreasonably withheld or delayed provided that the request of AmSouth/NCNB is accompanied by detailed plans and specifications (including site plans, landscaping plans, plans for exterior building materials and an architectural rendering) for the proposed buildings and parking areas. WMU agrees to approve or disapprove any such request from NCNB within twenty-one (21) days of receipt by WMU of all applicable plans and related information. In the event WMU fails to respond within said twenty-one (21) day period, the request of AmSouth/NCNB shall be deemed to have been approved. WMU shall deliver to AmSouth/NCNB a written explanation in reasonable detail describing the reasons for any disapproval by WMU within said twenty-one (21) day period. In the event of WMU's disapproval of AmSouth/NCNB's request, AmSouth/NCNB shall have the right to resubmit its request to WMU for its approval, and in such event, WMU shall approve or disapprove such request within fourteen (14) days of AmSouth/NCNB's resubmittal.

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4. The terms and provisions of this Agreement shall run with the land over which the Buffer Area extends and shall be binding upon and enure to the benefit of WMU and AmSouth/NCNB, their successors and assigns.

5. Notwithstanding anything contained herein to the contrary, AmSouth Bank, N.A. hereby executes this Agreement solely in its capacity as Ancillary Trustee for NCNB National Bank of North Carolina, as Trustee for the Public Employees Retirement System of Ohio and except with respect to the execution of this Agreement, AmSouth Bank, N.A. shall have no obligations or responsibilities hereunder and makes no representations or warranties hereunder. The parties hereto further acknowledge and agree that in consideration of the service of AmSouth Bank, N.A., as Ancillary Trustee, NCNB National Bank of North Carolina, as Trustee for the Public Employees Retirement System of Ohio, herein assumes all obligations and responsibilities of AmSouth Bank, N.A. hereunder and WMU, and its successors and assigns,

agrees to look solely to NCNB National Bank of North Carolina, as Trustee for the Public Employees Retirement System of Ohio, for the performance of all obligations and responsibilities of AmSouth Bank, N.A. hereunder. WMU further agrees that this Agreement is executed by NCNB National Bank of North Carolina not personally or individually, but solely in its capacity as Trustee for the Public Employees Retirement System of Ohio and it is understood and agreed that all representations, covenants, understandings and agreements, if any, herein made on the part of NCNB National Bank of North Carolina are made and intended not as personal representations, covenants, understandings and agreements, but are made and intended for the purpose of binding only the assets of the trust over which NCNB National Bank of North Carolina is Trustee in favor of the Public Employees Retirement System of Ohio. This Agreement is executed and delivered by AmSouth Bank, N.A., and if applicable, NCNB National Bank of North Carolina not in their own right, but solely in the exercise of power conferred upon them by applicable trust agreements, and WMU, its successors and assigns, waives any and all personal liability against AmSouth Bank, N.A. and NCNB National Bank of North Carolina.

6. It is understood and agreed that this Agreement is only to be enforceable by WMU and AmSouth/NCNB, their successors and assigns, and no other parties have any rights, benefits or remedies under this Agreement.

7. All notices to be sent pursuant to this Agreement shall be in writing and sent by certified mail return receipt requested, by Federal Express or other nationally recognized overnight courier service, or by hand delivery at the addresses sent forth below, and such notices shall be deemed sent within two (2) days of the date deposited in certified mail if sent by certified mail, on the date of delivery to the overnight courier service if sent by that means, or on the date of hand delivery if sent by that means. The parties respective addresses are as follows:

If to AmSouth/NCNB:

NCNB National Bank of North Carolina,
as Trustee
Real Estate Investment Services
One NCNB Plaza, 11th Floor
Charlotte, North Carolina 28255

Attention: Mr. Milton R. Hodges

NCNB NATIONAL BANK OF NORTH CAROLINA,
AS TRUSTEE FOR THE PUBLIC EMPLOYEES
RETIREMENT SYSTEM OF OHIO

By: John R. H. Jr.
John R. H. Jr. Vice President

[CORPORATE SEAL]

ATTEST:

Henry L. Jones
Assistant Secretary

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WOMAN'S MISSIONARY UNION TO THE
SOUTHERN BAPTIST CONVENTION

By: Virginia N. O'Brien
Executive Director

[CORPORATE SEAL]

ATTEST:

Mary Ethel McCombs
Secretary esdate 6/15/93

STATE OF ALABAMA

COUNTY OF SHELBY

This 11 day of September, 1990, personally came before me Dellmae W. O'Brien, who, being by me duly sworn, says that she is Executive Director of Woman's Missionary Union to the Southern Baptist Convention, that the seal affixed to the foregoing instrument in writing is the corporate seal of said Corporation, and that said writing was signed and sealed by him, in behalf of said Corporation, by its authority duly given. And the said acknowledged the said writing to be the act and deed of said Corporation.

Mary Ethel McCombs
NOTARY PUBLIC

[NOTARIAL SEAL]

My Commission Expires:

6-15-93

If to WMU:

Woman's Missionary Union Auxiliary
to Southern Baptist Convention
100 Missionary Ridge, Highway 280 East
Birmingham, Alabama 35242-5235

Attention: Ms. Dellanna W. O'Brien
Executive Director

IN WITNESS WHEREOF, the undersigned parties have executed
this Agreement as of the day and year first above written.

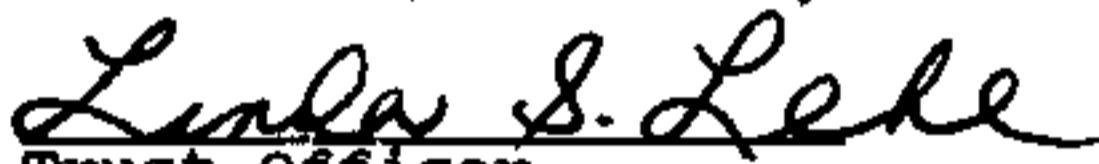
AM SOUTH BANK, N.A. AS ANCILLARY
TRUSTEE FOR NCNB NATIONAL BANK OF
NORTH CAROLINA, AS TRUSTEE FOR THE
PUBLIC EMPLOYEES RETIREMENT SYSTEM
OF OHIO

By:


Vice President and Trust Officer

[CORPORATE SEAL]

ATTEST:


Linda S. Lele
Trust Officer

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

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AUG-31-'90 10:44 ID:KOLH CHARLOTTE NC

TEL NO:3317598

#969 P02

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned, a notary public in and for said county in said state, hereby certify that John A. Boatwright, whose name as Vice President of AmSouth Bank, N.A., a national association, as Ancillary Trustee for NCNB National Bank of North Carolina, as Trustee for the Public Employees Retirement System of Ohio, 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 the same voluntarily for and as the act of said association, acting in its capacity as Ancillary Trustee as aforesaid.

Given under my hand and official seal this the 31 day of Aug, 1990.

Debra M. Montgomery
NOTARY PUBLIC

My commission expires: 9-1-1992

(NOTARIAL SEAL)

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8.30.90

STATE OF NORTH CAROLINA

COUNTY OF SHELBY COUNTY

I, Trena D. Wray, a Notary Public in
and for said county in said state, hereby certify that Milton R.
Hodes, whose name as Vice-President of NCNB National Bank of
North Carolina, National Banking Association, as Trustee for the
Public Employees Retirement System of Ohio, 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,
acting in its capacity as Trustee for the Public Employees
Retirement System of Ohio as aforesaid.

Given under my hand this 30th day of August, 1990.

Trena D. Wray
Notary Public

My Commission Expires:

April 9, 1991

AFFIX SEAL

300 Grant 324
1990

EXHIBIT A
Description of AmSouth/NCNB Property

A parcel of land situated in the West Half of the Southeast Quarter, in the East Half of the Southwest Quarter, and in the Southeast Quarter of the Northwest Quarter of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama, and being more particularly described by metes and bounds as follows:

BEGINNING at the Northwest Corner of the Southeast Quarter of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama; thence North 89°31'51" East along the north line of said Southeast Quarter for a distance of 848.96 feet; thence, leaving said north line, South 01°38'40" East for a distance of 200.00 feet; thence North 89°31'51" East for a distance of 415.82 feet to the westerly right-of-way line of Shelby County Highway No. 495 (right-of-way width varies); thence South 01°59'57" East along said westerly right-of-way line for a distance of 986.16 feet; thence South 35°57'31" West along said westerly right-of-way line for a distance of 143.80 feet to an intersection with the northerly right-of-way line of U. S. Highway No. 280 (right-of-way width varies); thence South 82°30'03" West along said northerly right-of-way line for a distance of 1099.68 feet; thence North 84°16'22" West along said northerly right-of-way line for a distance of 104.40 feet; thence South 82°34'10" West along said northerly right-of-way line for a distance of 917.78 feet to the point of curvature of a curve to the right having a central angle of 6°52'47", a radius of 3182.44 feet, and a chord which bears South 86°00'34" West for a distance of 381.90 feet; thence along the arc of said curve for a distance of 382.13 feet to an intersection with the southeasterly right-of-way line of Brook Highland Parkway (right-of-way width varies), said point being the point of curvature of a non-tangent curve to the right having a central angle of 6°14'13", a radius of 173.32 feet, and a chord which bears North 37°49'42" East for a distance of 18.86 feet; thence along the arc of said curve for a distance of 18.87 feet to the point of tangency; thence North 40°00'00" East along said southeasterly right-of-way line for a distance of 179.19 feet; thence South 50°00'00" East for a distance of 10.00 feet; thence North 40°00'00" East for a distance of 23.65 feet to the point of curvature of a curve to the left having a central angle of 61°15'02", a radius of 449.33 feet, and a chord which bears North 09°22'29" East for a distance of 457.80 feet; thence along the arc of said curve for a distance of 480.34 feet to the point of tangency; thence North 21°15'02" West for a distance of 37.01 feet to the point of curvature of a curve to the right having a central angle of 37°44'02", a radius of 393.72 feet, and a chord which bears North 02°23'01" West for a distance of 254.64 feet; thence along the arc of said curve for a distance of 259.30 feet to the point of tangency; thence North 16°29'00" East for a distance of 206.74 feet; thence North 73°31'00" West for a distance of 12.00 feet to a point on a curve to the right having a central angle of 47°00'00", a radius of 310.47 feet, and a chord which bears North 39°59'00" East for a distance of 247.60 feet; thence along the arc of said curve for a distance of 254.68 feet to the point of

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tangency; thence North 26°31'00" West and radial to said curve for a distance of 12.00 feet; thence North 63°29'00" East for a distance of 518.37 feet; thence North 26°31'00" West for a distance of 20.00 feet to a point on a curve to the left having a central angle of 45°13'17", a radius of 635.12 feet, and a chord which bears North 40°52'21" East for a distance of 488.37 feet; thence along the arc of said curve for a distance of 501.28 feet; thence, leaving said curve and said southeasterly right-of-way line of Brook Highland Parkway, South 89°50'48" East for a distance of 85.21 feet to a point on the east line of the Southeast Quarter of the Northwest Quarter of said Section 31; thence South 00°38'38" of 355.06 feet to the POINT OF BEGINNING.

Containing 73.446 acres, more or less.

EXHIBIT B
Description of WMU Property

A parcel of land situated in the Southwest Quarter of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama, having hereinafter described as follows:

From the Southwest corner of said Section 31, run in a ~~Northward~~ direction along the West line of said Section for a distance of 372.10 feet to a point on the intersection of the North right-of-way line of U. S. Highway 280, and the West line of said Section, said point being the point of beginning of the parcel herein described; thence continue North along the same course as before and along the West line of said Section for a distance of 377.0 feet to a concrete monument; thence turn an angle to the right of 89 deg. 32 min. 38 sec. and run in an Easterly direction for a distance of 932.93 feet to a point on the Westerly right of way of a proposed road; said point lying in a curve which is concave Northwesterly and which has a radius of 184.00 feet and a central angle of 35 deg. 14 min. 16 sec. and whose chord deflects at an angle to the left of 83 deg. 27 min. 44 sec.; thence run in a Northerly direction along the arc of said curve for a distance of 113.16 feet to its end; thence turn an angle to the right and run in a Southwesterly direction radial to said curve for a distance of 60.0 feet to the East right-of-way line of said proposed street, said East line lying in a curve which is concave Northerly and which has a radius of 124.00 feet and a central angle of 35 deg. 49 min. 32 sec.; thence run along the arc of said curve in a Southerly to Southwesterly direction for a distance of 77.93 feet to the end of said curve and the beginning of another, said second curve being concave to the North with a radius of 30.0 feet and a central angle of 123 deg. 43 min. 16 sec.; thence run in an Easterly to Northerly direction along the arc of said curve for a distance of 106.00 feet to the end of said curve and the beginning of a curve which is concave Southwesterly with a radius of 264.83 feet and a central angle of 72 deg. 32 min. 39 sec. thence run in a Northerly direction along the arc of said curve for a distance of 339.42 feet to the end of last said curve; thence run tangent to said curve in an Easterly direction for a distance of 94.0 feet to the beginning of a curve which is concave to the North with a radius of 89.0 feet and a central angle of 90 deg. 00 min.; thence run in an Easterly to Northerly direction for a distance of 45.58 feet to the end of said curve; thence run radial to said curve in a Southwesterly direction for a distance of 60.0 feet; thence turn an angle to the right of 90 deg. 00 min. and run in a Southwesterly direction for a distance of 364.0 feet to the beginning of a curve to the left, said curve being concave to the East and having a radius of 461.16 feet and a central angle of 20 deg. 46 min.; thence run in a Southerly direction along the arc of said curve for a distance of 167.15 feet to its end; thence run tangent to said curve in a Southerly direction for a distance of 160.0 feet to the beginning of a curve to the right, said curve being concave to the West with a radius of 436.11 feet and a central angle of 34 deg. 13 min.; thence run along the arc of said curve in a Southerly direction for a distance of 260.44 feet to the end of said curve; thence run tangent to said curve in a Southwesterly direction for a distance of 89.93 feet to the beginning of a curve to the left, said curve having a radius of 249.07 feet and a central angle of 7 deg. 03 min. 15 sec.; thence run in a Southwesterly direction along the arc of said curve for a distance of 30.63 feet to a point on the North right-of-way line of U. S. Highway 6120, said point lying in a curve which is concave to the North with a radius of 3182.84 feet and a central angle of 2 deg. 10 min. 20 sec., and the chord to which forms an interior angle of 114 deg. 35 min. 33.4 sec. in the North Quadrant of the intersection with the chord of the previous curve; thence run in a Westerly direction along the arc of said curve in said highway right-of-way line for a distance of 126.66 feet to the end of said curve; thence from the chord to said curve deflect to the right 89 deg. 39 min. 56 sec. and run in a Northwesterly direction along said right-of-way line for a distance of 496.91 feet; thence turn an angle to the left of 12 deg. 37 min. 47 sec. and continuing along said highway right-of-way line run in a Northwesterly direction for a distance of 363.89 feet; thence turn an angle to the left of 22 deg. 13 min. 24 sec. and run in a Westerly direction along said right-of-way line for a distance of 316.59 feet to the beginning of a curve to the right, said curve being concave Northerly and having a radius of 3124.06 feet and a central angle of 2 deg. 03 min. 02 sec.; thence run along the arc of said curve in said right-of-way line in a Northwesterly direction for a distance of 111.81 feet to the point of beginning.

Situated in Shelby County, Alabama.

EXHIBIT "G"

PORTION OF A BOUNDARY SURVEY
OF "BROOKHIGHLAND PLAZA PROPERTY"
PREPARED BY SAIN-SOUTH ENGINEERING

