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AGREEMENT

AGREEMENT made as of December 31, 1990, by and among MIMI McCLURE and DAWN BALINSKI (collectively referred to herein as the "Beneficiaries"); and

ROBERT G. BURTON, Executor of the Estate of R. Brandon Crawford, deceased, and Trustee of the R. Brandon Crawford Irrevocable Trust dated February 6, 1981 (hereinafter variously referred to as the "Executor" and "Trustee," as applicable).

R E C I T A L S:

A. The Last Will and Testament of R. Brandon Crawford, deceased, (hereinafter referred to as the "Will") was admitted to Probate on October 2, 1989, pursuant to Probate Case Number 131398, in the Office of the Judge of Probate, Jefferson County, Alabama;

B. The Estate of R. Brandon Crawford, deceased (hereinafter referred to as the "Estate") consists, in pertinent part, of certain real property located in Jefferson County, Alabama and interests in certain partnerships, all of which are more particularly described in Exhibit "A" attached hereto and incorporated by reference herein (the "Property");

C. The Estate also consists in pertinent part of certain real property located in Shelby and Cherokee Counties, Alabama, and certain securities, which are more particularly described in Exhibit "B" attached hereto and incorporated by reference herein;

D. The Will devised the Estate (other than personal effects) to the R. Brandon Crawford Irrevocable Trust dated February 6, 1981, of which Robert G. Burton is the Trustee (the "Trust").

E. The Beneficiaries constitute all of the beneficiaries of the Trust and are entitled to distribution of all of its assets, subject to any liabilities;

F. The Beneficiaries desire that the Property described on Exhibit "A" be transferred and conveyed directly to Crawford Properties, an Alabama general partnership (the "Partnership"), established by the Beneficiaries in order that title to the Property shall be held by such Partnership to maintain the centralized management and to more expeditiously carry out the objectives of the Beneficiaries;

G. The Beneficiaries constitute all of the partners in the Partnership and now hold the same respective interests therein as those to which they are entitled in the Trust;

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H. The Beneficiaries desire that the property described on Exhibit "B" be transferred to them, or to either of them, outright, in the manner shown on Exhibit "B;"

I. The federal estate tax return for the Estate (the "Return") was filed by the Executor on June 26, 1990 and the tax shown thereon was paid; a duplicate of the Return was filed with the Revenue Department of the State of Alabama, and the tax shown thereon as due to the State of Alabama was also paid. No closing letter has been received from the Internal Revenue Service or the State of Alabama indicating a final determination of those amounts of tax.

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. The Beneficiaries acknowledge the vesting of their interests under the Will and Trust, including their rights to distribution of their respective interests in the property described on Exhibits "A" and "B."

2. The Beneficiaries hereby authorize and direct Robert G. Burton, as Executor and Trustee, to join with them in transferring and conveying the Property described on Exhibit "A" to the Partnership as soon as reasonably practicable. Said transfer and conveyance shall be made in lieu of a transfer and conveyance of undivided interests in such Property directly to the Beneficiaries.

3. The Beneficiaries hereby authorize and direct the Executor to transfer to them or to either of them, individually, as shown on Exhibit "B," the property described on Exhibit "B" as soon as reasonably practicable.

4. The Beneficiaries acknowledge that legal title to all property referred to herein is now held by the Trust and that the Executor and Trustee have the right, power and authority to transfer and convey such property as authorized and directed by the Beneficiaries herein.

5. Robert G. Burton, as Executor and Trustee, hereby acknowledges the foregoing direction from the Beneficiaries and agrees to join in the transfer and conveyance of all property described on Exhibit "A" or "B" in accordance therewith.

6. The Beneficiaries agree that if the federal or state estate tax due with respect to the Estate is finally determined to be greater than the amount shown on the Return as filed, and if the assets remaining in or available to the Estate upon such final determination are insufficient to pay such additional tax, together with interest and penalties, if any, each Beneficiary will pay to the Executor, promptly upon written demand from him, one-half of such additional tax, interest and penalties.

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7. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, devisees, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the Beneficiaries have executed this Agreement, effective as of the date first stated above.

BENEFICIARIES:

Mimi McClure
Mimi McClure

Dawn Balinski
Dawn Balinski

EXECUTOR:

Robert G. Burton
Robert G. Burton

STATE OF GEORGIA)
Gwinnett COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Mimi McClure, whose name is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Agreement, she executed the same voluntarily on the day the same bears date.

Given under my hand this 2nd day of January, 1991.

Andrea C. Norris
Notary Public

My Commission Expires: July 4 1994
Notary Public, Gwinnett County, Georgia

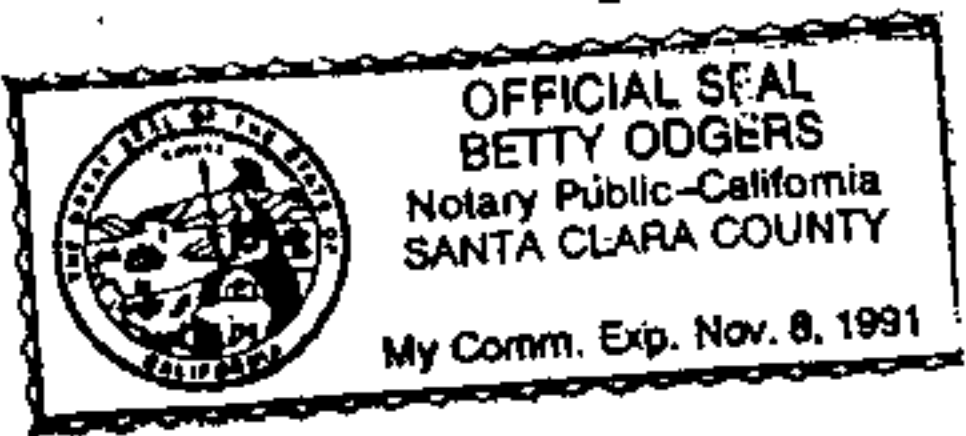
STATE OF CALIFORNIA)
Santa Clara COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Dawn Balinski, whose name is signed to the foregoing Agreement, and who is known to me, acknowledged

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before me on this day that, being informed of the contents of said Agreement, she executed the same voluntarily on the day the same bears date.

Given under my hand this 22nd day of _____, 1990. 1991 (Ar)



Betty Odgers
Notary Public

My Commission Expires: Nov. 8, 1991

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Robert G. Burton, whose name as Executor of the Estate of R. Brandon Crawford, deceased, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the said Agreement, he, in his capacity as such Executor, executed the same voluntarily on the day the same bears date.

Given under my hand this the _____ day of _____, 1990.

Christine A. Drummond
Notary Public

My Commission Expires: 8-11-92

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STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Robert G. Burton, whose name as Trustee of the Estate of R. Brandon Crawford, deceased, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the said Agreement, he, in his capacity as such Executor, executed the same voluntarily on the day the same bears date.

Given under my hand this the ____ day of _____, 1990.

Christine A. Lammert
Notary Public
My Commission Expires: 1-1-91

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EXHIBIT "A"

The following described real property:

PARCEL 1:

Commencing at the Southwest corner of the Northwest one-quarter of the Southeast one-quarter of Section 17, Township 18 South and Range 2 West, proceed East along the Quarter section line a distance of 665.27 feet to the point of beginning of the property herein described; from said point, backsighting on previous point turn a counter clockwise angle of $232^{\circ}37'38''$ and proceed in a northeasterly direction a distance of 306.47 feet to a point; from said point backsighting on previous point turn a counter clockwise angle of $138^{\circ}11'22''$ and proceed in a northeasterly direction a distance of 194.55 feet to a point; from said point backsighting on previous point, turn a counter clockwise angle of $131^{\circ}30'00''$ and proceed in a southeasterly direction a distance of 288.38 feet to a point; from said point backsighting to previous point turn a counter clockwise angle of $114^{\circ}37'$ and proceed a distance of 12.52 feet to a point; said point being the point of curvature of a curve to the right having a central angle of $48^{\circ}30'$ and a radius of 51.59 feet, thence proceed along the arc of said curve a distance of 43.67 feet to the point of tangent of said curve; said point also being the point of curvature of a curve to the left having a central angel of $11^{\circ}50'$ and a radius of 201.68 feet, thence proceed along the arc of said curve a distance of 41.69 feet to the point of tangent of said curve; said point also being the point of curvature of a curve to the left having a central angle of $89^{\circ}26'$ and a radius of 113.25 feet, thence proceed along the arc of said curve a distance of 177.55 feet to the point of tangent of said curve; thence proceed along the tangent of said curve in a southeasterly direction a distance of 44.93 feet to a point; said point being the point of curvature of a curve to the right having a central angle of $22^{\circ}36'41''$ and a radius of 84.85 feet, thence proceed along the arc of said curve a distance of 33.49 feet to the point of tangent of said curve; thence backsighting along the tangent of and at the point of intersection of the previously described curve turn a counter clockwise angle of $74^{\circ}08'30''$ and proceed in a northwesterly direction a distance of 335.61 feet to the point of beginning;

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PARCEL 2:

The North 1/2 of SE 1/4 of Section 20, Township 16, Range 2 West;

PARCEL 3:

The North 1/2 of SE 1/4 of Section 20, Township 16, Range 2 West;

PARCEL 4:

Lot 2-A, Mount Royal, 1st Division, Resurvey of Lot 2;

All of said property located in Jefferson County, Alabama.

The following described personal property:

Interests in:

Sheraton Hotel Two, Ltd. partnership;

CMH Investments (Patio Apartments III);

Daniel Properties III Partnership;

Energy Coal Income Partnership;

Summit II Partnership.

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EXHIBIT "B"

To Mimi McClure - Lake House at Lot 20, Smyer Lake.

To Dawn Balinski - agricultural land in Centre, Alabama.

To Mimi McClure and Dawn Balinski equally, interests in:

Winthrop Financial Associates

Prutech R & D Partnership.

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STATE OF ALA. JEFFERSON CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON

1991 FEB 19 PM 2:57

NOTED & S. ✓
HAS BEEN RECORDED

George R. Quinn

2346

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

91 AUG -8 AM 8:54

JUDGE OF PROBATE

1. David Tate	_____
2. Notary Public	_____
3. Recording Fee	20.00
4. Notary Fee	3.00
5. State Tax	1.00
6. Total	24.00