

STATE OF ALABAMA )

1994-15895

SHELBY COUNTY )

05/17/1994-15895  
09:08 AM CERTIFIED

AMENDMENT TO OPTION AGREEMENT  
BY AND BETWEEN EBSCO REALTY  
AND THORNTON CONSTRUCTION COMPANY, INC.  
REGARDING GREYSTONE HIGHLANDS

WHEREAS, on or about January 11, 1994, Thornton Construction Company, Inc. (hereinafter referred to as Thornton), and EBSCO Realty (hereinafter referred to as EBSCO), entered into the Option Agreement By and Between EBSCO Realty and Thornton Construction Company, Inc. Regarding Greystone Highlands (hereinafter referred to as the Option Agreement); and

WHEREAS, the Option Agreement pertains to the improvement and development of approximately forty-seven (47) acres of real property owned by EBSCO in Shelby County, Alabama (hereinafter referred to as the Property); and

WHEREAS, title to the Property is vested in EBSCO Industries, Inc. (hereinafter referred to as EBSCO Industries), rather than EBSCO Realty, and EBSCO Industries is therefore a necessary party to the Option Agreement; and

WHEREAS, the parties desire to amend the Option Agreement to substitute EBSCO Industries in the stead of EBSCO Realty; and

WHEREAS, the legal description of the Property in the Option Agreement inadvertently omitted approximately one-half

( $\frac{1}{2}$ ) acre of real property intended to be subject to the Option Agreement; and

**WHEREAS**, Thornton and EBSCO desire to amend the legal description of the Property in the Option Agreement so as to add the omitted one-half acre parcel;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants, promises and agreements of the parties in the Option Agreement the parties agree as follows:

(1) that added to the legal description of the Property as set forth on page 2 of the Option Agreement is the one-half ( $\frac{1}{2}$ ) acre parcel of real property legally described as follows:

All of the North 330 feet of the SW  $\frac{1}{4}$  of NE  $\frac{1}{4}$ , lying West of Highway 280 in Section 5, Township 19 South, Range 1 West, Shelby County, Alabama.

For purposes of the Option Agreement, the defined termed "Property" shall therefore refer to the property legally described on page 2 of the Option Agreement and the property legally described hereinabove.

(2) that as owner of the Property, EBSCO Industries, Inc. is substituted in the stead of EBSCO Realty as a party to the Option Agreement and each and every reference to "EBSCO" in the Option Agreement, as amended, shall refer to EBSCO Industries, Inc. EBSCO Industries represents and warrants that EBSCO Industries, Inc. is vested with fee simple title to the Property and is the proper entity and has all necessary authority to enter into and be bound by the Option Agreement.

All terms and conditions of the Option Agreement not amended hereby remain in full force and effect.

IN WITNESS WHEREOF, EBSCO and Thornton have executed and effected this Amendment this 23d day of March, 1994.

EBSCO REALTY, an Alabama

By: [Signature]  
Elton B. Stephens, Jr.  
Vice President

THORNTON CONSTRUCTION COMPANY,  
INC., an Alabama corporation

By: [Signature]  
Gary R. Dent  
President

By: [Signature]  
William L. Thornton, III  
Vice President

Inst # 1994-15895

EBSCO INDUSTRIES, INC., an  
Alabama corporation

By: [Signature]

Its: [Signature]

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SHELBY COUNTY JUDGE OF PROBATE  
009 SNA 28.50