

STATE OF ALABAMA)

COUNTY OF SHELBY)

SECOND AMENDMENT TO AGREEMENT

This Second Amendment to Agreement made this 9th day of January, 1991, by and between David M. Folmar and wife, Sherri H. Folmar (collectively "Folmar"), Randall E. Thompson ("Randy"), Terry Gregg ("Terry"), Robert C. Barnett ("Barnett") and Bobby Fortenberry ("Bobby").

WHEREAS, Folmar is the owner of the property described on Exhibit "A" attached hereto and incorporated by reference herein ("The Folmar Property") and The Folmar Property is subject to agreement as set forth in Real 292 Page 332 in the Office of the Judge of Probate, Shelby County, Alabama ("The Lease") which Lease has been assigned to Folmar; and

WHEREAS, Terry is the Lessee in The Lease and Terry has assigned his rights and obligations in The Lease to Bobby, even though the lease prohibits assignment of The Lease by Terry; and

WHEREAS, Randy is the owner of the property described on Exhibit "B" attached hereto and incorporated by reference herein ("Randy's Property") and Randy's Property is encumbered by virtue of paragraph five of The Lease as to certain rights of access over Randy's Property; and

WHEREAS, Barnett holds the mortgage on The Folmar Property which mortgage is recorded in Real 292 Page 329 in the Office of the Judge of Probate, Shelby County, Alabama ("The Barnett Mortgage"); and

12/05/1994-35611
10:03 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MCD 22.50

Derry Lucas Realty
P.O. Box 374
Chelsea, AL
35013

Inst # 1994-35611

WHEREAS, the parties are desirous of modifying The Lease.
NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, the mutual covenants contained herein and other considerations, the receipt and sufficiency of which is hereby acknowledged by all parties, the parties agree as follows:

1. All parties hereby approve Terry's assignment of The Lease including all of Terry's rights and obligations in The Lease to Bobby. By taking such assignment, Bobby hereby agrees to be bound by all terms contained in The Lease except as modified herein and Terry is hereby relieved of all rights and obligations with regard to The Lease.

2. Paragraph five of The Lease is hereby void, that is to say, any rights of Terry (or Bobby) to travel over the property described on Exhibit "A" attached hereto are hereby terminated and after the date of this document the only access that shall be afforded under The Lease to the Parcel C property as set forth in The Lease (the property described on Exhibit "A" herein) shall be whatever access is afforded the property described on Exhibit "A" herein without any rights whatever to travel over and across the property described in Exhibit "B" herein.

3. The Lease as modified herein is not assignable by Bobby without the express written consent of all parties in interest.

4. Folmar warrants and represents that as of this date, the Barnett Mortgage is the only mortgage encumbrance that is affecting The Folmar Property.

5. Unless specifically amended by this document, The Lease shall remain in full force and effect and shall be binding upon Bobby and Folmar.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date and year first above written.

David M. Folmar

David M. Folmar

Sherri H. Folmar

Sherri H. Folmar

Randall E. Thompson

Randall E. Thompson

Terry Gregg

Terry Gregg

Robert C. Barnett

Robert C. Barnett

Bobby Fortenberry

Bobby Fortenberry

EXHIBIT "A"

A Part of the Northwest 1/4 of Section 17, Township 19 South, Range 2 West, more particularly described as follows:

Begin at the Northwest corner of the Southeast 1/4 of the Northwest 1/4 of Section 17, Township 19 South, Range 2 West; thence run North 89 deg. 18 min. 34 sec. West along the North line of the Southwest 1/4 of the Northwest 1/4 a distance of 1255.75 feet; thence North 03 deg. 46 min. 23 sec. West a distance of 300.42 feet; thence run North 23 deg. 41 min. 26 sec. East a distance of 182.26 feet; thence run North 35 deg. 50 min. 05 sec. East a distance of 225.25 feet; thence run North 48 deg. 51 min. 48 sec. East for a distance of 20.16 feet; thence run South 59 deg. 15 min. 49 sec. East a distance of 842.66 feet; thence run North 73 deg. 15 min. 40 sec. East a distance of 164.62 feet; thence run South 40 deg. 11 min. 52 sec. East a distance of 64.02 feet; thence run South 55 deg. 55 min. 35 sec. East a distance of 418.79 feet; thence run South 57 deg. 06 min. 41 sec. West a distance of 255.00 feet to the West line of the Southeast 1/4 of the Northwest 1/4 of said Section 17; thence run North 00 deg. 23 min. 21 sec. West along the West line of said 1/4 1/4 Section a distance of 127.59 feet to the point of beginning, Shelby County, Alabama.

EXHIBIT 'B'

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE
 NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 2 WEST;
 THENCE RUN SOUTH ALONG THE WEST LINE SAID 1/4-1/4 SECTION A
 DISTANCE OF 127.59 FEET; THENCE TURN 122°30' LEFT AND RUN
 NORTH EASTERLY A DISTANCE 255.00 FEET TO THE POINT OF
 BEGINNING. SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT
 60 OF SANDPIPER TRAIL SUBDIVISION SECTOR II AS BEING RECORDED
 IN MAP BOOK 12 PAGE 44, 45, 46, 47, IN THE PROBATE OFFICE OF
 SHELBY COUNTY; THENCE TURN 18°04'04" RIGHT AND RUN
 NORTHEASTERLY A DISTANCE OF 224.04 FEET TO THE NORTHEAST
 CORNER OF LOT 59 OF SAID SANDPIPER TRAIL SUBDIVISION SECTOR
 II; THENCE TURN 75°14'32" LEFT AND RUN NORTHWESTERLY A
 DISTANCE OF 140.00 FEET; THENCE 08°42'52" RIGHT AND RUN
 NORTHEAST A DISTANCE OF 95.19 FEET; THENCE 75°05'23" RIGHT
 AND RUN EASTERLY A DISTANCE OF 111.64 FEET SAID POINT BEING
 ON THE EASTERLY RIGHT-OF-WAY LINE OF CAYCE LANE SAID POINT
 ALSO BEING ON THE CURVE TO THE RIGHT HAVING A RADIUS OF 50.00
 FEET AND A CENTRAL ANGLE OF 94°41'13"; THENCE RUN
 NORTHEASTERLY ALONG SAID ARC A DISTANCE OF 82.63 FEET; THENCE
 TURN LEFT FROM TANGENT OF SAID CURVE AN ANGLE OF 167°54'05"
 AND RUN WESTERLY A DISTANCE OF 130.30 FEET; THENCE TURN
 53°56'50" RIGHT AND RUN NORTHWESTERLY A DISTANCE OF 58.50
 FEET; THENCE TURN 09°57'26" RIGHT AND RUN NORTHWESTERLY A
 DISTANCE OF 506.57 FEET TO THE CENTERLINE OF THE CAHABA
 RIVER; THENCE TURN 105°07'01" LEFT AND RUN SOUTHWESTERLY
 ALONG SAID CENTERLINE A DISTANCE OF 15.54 FEET; THENCE TURN
 74°52'59" LEFT AND RUN SOUTHEASTERLY AND LEAVING SAID
 CENTERLINE A DISTANCE OF 39.36 FEET; THENCE TURN 74°52'59"
 RIGHT AND RUN SOUTHWESTERLY A DISTANCE OF 122.68 FEET; THENCE
 TURN 39°04'20" RIGHT AND RUN WESTERLY A DISTANCE OF 187.02
 FEET; THENCE TURN 1°57'13" RIGHT AND RUN WESTERLY A DISTANCE
 OF 192.52 FEET; THENCE TURN 28°18'28" RIGHT AND RUN
 NORTHWESTERLY A DISTANCE OF 90.45 FEET; THENCE TURN 04°15'08"
 RIGHT AND RUN NORTHWESTERLY A DISTANCE OF 398.30 FEET; THENCE
 TURN 35°48'10" LEFT AND RUN WESTERLY A DISTANCE OF 64.38
 FEET; THENCE 35°08'06" LEFT AND RUN SOUTHWESTERLY A DISTANCE
 OF 380.45 FEET; THENCE TURN 108°07'53" LEFT AND RUN
 SOUTHEASTERLY A DISTANCE OF 842.66 FEET; THENCE TURN
 47°28'31" LEFT AND RUN SOUTHEASTERLY A DISTANCE OF 164.42
 FEET; THENCE TURN 66°32'28" RIGHT AND RUN SOUTHEASTERLY A
 DISTANCE OF 64.02 FEET; THENCE TURN 15°43'40" LEFT AND RUN
 SOUTHEASTERLY A DISTANCE OF 418.79 FEET TO THE POINT OF
 BEGINNING.

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