

STATE OF ALABAMA)
SHELBY COUNTY)

AGREEMENT FOR REINSTATEMENT OF LEASE

This Agreement made this 18th day of September, 1998 by and between **REGIONS BANK ("Landlord")** and **COMMUNITY BIO-RESOURCES, INC. ("Tenant")**.

RECITALS

A. Tenant entered into a lease agreement ("**Old Lease**") with Riverchase Office Partners ("**ROP**") on April 4, 1995, as to the real property described in attached Exhibit "A" and improvements thereto.

B. The Old Lease was assigned by ROP to Landlord in its capacity as mortgagee of the leased premises as collateral for ROP's obligations to Landlord.

C. Later ROP filed an action against Tenant for breach of the Old Lease, which action is pending as of this date.

D. Subsequently, ROP defaulted on its obligations to Landlord, and Landlord, as mortgagee, foreclosed its mortgage as evidenced by Foreclosure Deed recorded under Instrument #1998-29872 in the Probate Office of Shelby County, Alabama.

E. Landlord purchased the leased premises at the foreclosure sale and became the owner of the leased premises.

F. Landlord is selling the leased premises to Wyatt R. Haskell ("**Haskell**") who has negotiated a new lease ("**New Lease**") with Tenant. The New Lease will be assigned to Landlord to secure Haskell's obligations to Landlord arising out of the financing of the sale and will be evidenced by recorded memorandum thereof.

G. Prior to substituting the New Lease for the Old Lease, Landlord and Tenant desire to agree on the terms of the substitution.

NOW, THEREFORE, in consideration of the premises and the terms and conditions hereof, the parties agree as follows:

1. Simultaneously herewith Tenant is entering into various settlements and releases intended to settle the claims that Tenant has defaulted under the terms of the Old Lease. Tenant and Landlord agree that Tenant's undertakings settle and resolve all claims of default under the Old Lease.

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2. Landlord and Tenant agree that the New Lease is being substituted for the Old Lease and that Tenant is entitled to possession of the leased premises under the terms of the New Lease.

3. Landlord, Tenant and Haskell are entering into a Subordination, Non-Disturbance and Attornment Agreement simultaneously herewith as to the New Lease.

4. Landlord and Tenant agree that in event of the exercise of any surviving statutory right of redemption arising out of Landlord's foreclosure, the Old Lease will be deemed to survive such redemption and be reinstated. In such an event, Landlord agrees that Tenant shall be entitled to continued possession of the leased premises and that all pre-existing defaults, if any, shall be deemed to have been cured.

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

LANDLORD:

REGIONS BANK

By: Michael Mitchell
Its: VICE PRESIDENT

TENANT:

COMMUNITY BIO-RESOURCES, INC.

By: Martin J. Murray
Its: EXECUTIVE VICE PRESIDENT

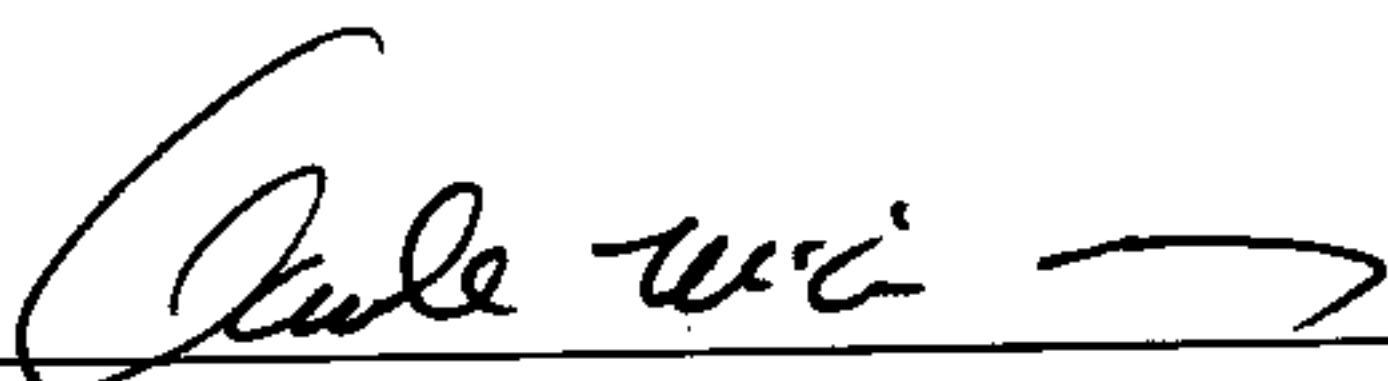
This instrument prepared by:
Richard P. Carmody, Esq.
Lange, Simpson, Robinson & Somerville, LLP
417 North 20th Street, Suite 1700
Birmingham, Alabama 35203

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that MICHAEL A. MCQUELL, whose name as VICE PRESIDENT of Regions Bank, an Alabama banking corporation, 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 the said corporation.

Given under my hand and official seal this 18 day of September, 1998.



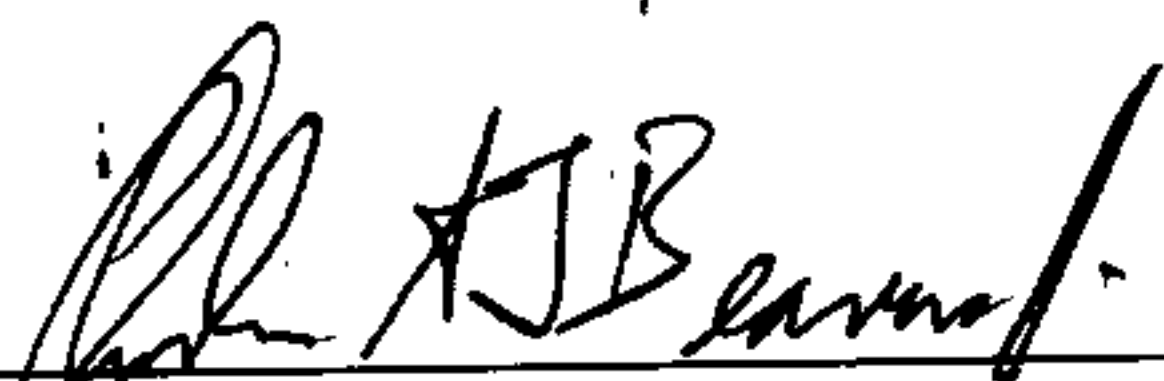
Notary Public
My Commission Expires: 12/28/99

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that MARTIN J. MURRAY, whose name as EXEC VICE PRES of Community Bio-Resources, Inc., an Alabama corporation, 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 the said corporation.

Given under my hand and official seal this 18th day of SEPTEMBER, 1998.



Notary Public
My Commission Expires: Aug '99

EXHIBIT "A"

STATE OF ALABAMA)

JEFFERSON COUNTY)

That 31,500 (approximate) square foot, Class A office building situated on Lot 290P in the Riverchase Development, as described below:

Part of the South Quarter of Section 19, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

From the Southeast corner of said Section 19, run in a Westerly direction along the South line of said section for a distance of 3,471.23'; thence turn an angle to the right of 90° and run in a Northerly direction for a distance of 364.58' to an existing iron pin being a corner of the Baptist Medical Center Property; thence turn an angle to the right of 77°37'30" and run in an Easterly direction along the South line of said Baptist Medical Center Property for a distance of 1,092.06' to an existing iron pin being on the West right-of-way line of Riverchase Parkway East and being the point of beginning; thence turn an angle to the right of 180° and run in a Westerly direction for a distance of 300.38' to an existing iron pin; thence turn an angle to the left of 95°03'02" and run in a Southerly direction for a distance of 436.17' to an existing iron pin being in the Northwest right-of-way line of Parkway Lake Drive; thence turn an angle to the left (108°58'25" to chord line) and run along the arc of the curved right-of-way line of Parkway Lake Drive (said curve being concave in a Northwesterly direction and having a central angle of 30°30' and a radius of 570.00') for a distance of 303.43' to the end of said curve right-of-way line; thence run in a Northeasterly direction along a line tangent to the end of said curve and being the Northwest right-of-way line of Parkway Lake Drive for a distance of 133.99' to a point of curve; said curve being concave in a Westerly direction and having a radius of 25.00' and a central angle of 90°; thence turn an angle to the left and run along the arc of said curve for a distance of 39.27' to the end of said curve and being on the West right-of-way line of Riverchase Parkway East; thence run in a Northwesterly direction along a line tangent to the end of said curve and being the West right-of-way line of Riverchase Parkway East for a distance of 31.17' to another point of curve; said curve being concave in a Northeasterly direction and having a central angle of 17°23'42" and a measured radius of 646.25'; thence turn an angle to the right and run in a Northwesterly direction along the West right-of-way line of said Riverchase Parkway East for a distance of 196.20', more or less, to the point of beginning.

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