

## SPECIAL AGREEMENT

This Special Agreement (the "Special Agreement"), made as of the 22nd day of January, 1999, by and among John G. Beard, Margaret B. Williams, Susan B. Brouillette and South Hall of Hoover, L.L.C., an Alabama limited liability company (such parties hereintogether called the "Hoover Group") and William Gary Beard and South Hall of Irondale, L.L.C., an Alabama limited liability company (such parties hereintogether together called the "Irondale Group");

### RECITALS:

WHEREAS, Hoover Group owns the real property known as Whitehall and the real property known as Dewberry (the "Hoover Properties"), and Irondale Group owns the real property known as East Hall (the "Irondale Properties"). The Hoover Group and the Irondale Group desire to grant to the other party the right of first refusal to purchase the applicable property in the event the owner of such property desires to sell the same and, therefore, the parties desire to set forth their agreement concerning the same in this Agreement. The Hoover Properties and Irondale Properties are more particularly described on Exhibit "A" attached hereto.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration in hand paid by each party to the other, the parties agree as follows:

1. If the Hoover Group receives a *bona fide* third party offer (the "Offer") to purchase either or both of the Hoover Properties, and the Hoover Group elects to sell one or both of such properties (the "Approved Property") pursuant to such Offer, it shall notify the Irondale Group in writing of the Offer and its determination to sell the Approved Property (the "Notice of Offer and Consent to Sell", hereinafter referred to as the "Notice"). Upon its receipt of the Notice, the Irondale Group shall have the option to thereupon exercise its right of first refusal to purchase the Approved Property upon the precise terms set forth in the Offer, (including, but not limited to all terms relating to earnest money), within fifteen (15) days of receiving the Notice. If the Irondale Group does not exercise its right of first refusal, then, upon the expiration of the fifteen (15) day period, the Hoover Group may proceed to sell the Approved Property to the maker of the Offer pursuant to the terms set forth in the Offer and the right of first refusal of the Irondale Group pertaining to the Approved Property shall terminate.

2. If the Irondale Group receives a *bona fide* third party offer (the "Offer") to purchase the Irondale Property, and the Irondale Group elects to sell such property pursuant to such Offer, it shall notify the Hoover Group in writing of the Offer and its determination to sell the Irondale Property (the "Notice of Offer and Consent to Sell", hereinafter referred to as the "Notice"). Upon its receipt of the Notice, the Hoover Group shall have the option to thereupon exercise its right of first refusal to purchase the Irondale Property upon the precise terms set forth in the Offer, (including, but not limited to all terms relating to earnest money), within fifteen (15) days of receiving the Notice. If the Hoover Group does not exercise its right of first refusal, then upon the expiration of the fifteen (15) day period, the Irondale Group may proceed to sell the Irondale Property to the maker of the Offer pursuant to the terms set forth in the Offer and the right of first refusal of the Hoover Group pertaining to the Irondale Property shall terminate.

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3. The sale of an Approved Property pursuant to the right of first refusal provided for hereunder shall close no later than one-hundred-twenty (120) days after the applicable party's receipt of the other party's written notice of exercise of the right of first refusal at which time the purchase price shall be payable in full.

The party making the sale of the Approved Property pursuant to the right of first refusal shall convey the Approved Property to the other party in a "as is" condition without representation or warranty other than as to title.

4. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, including but not limited to, overnight delivery, or deposited in the U.S. Mail, certified - return receipt requested, first class and postage pre-paid, addressed to each party at the following address, or such other address as may be designated by a notice pursuant to this section 4.

If to the Hoover Group, address to:  
4752 Highway 280 East  
Birmingham, Alabama 35242  
Attention: John G. Beard

If to the Irondale Group, address to:  
1945 Hoover Court  
Birmingham, Alabama 35226  
Attention: William Gary Beard

Any notice provided in accordance with this Section 4 shall be deemed to have been given on the delivery date or the date that delivery is refused by the addressee, as shown on the return receipt.

5. Each party hereby agrees to indemnify the other party from and against any real estate brokerage commission or similar obligations incurred by the indemnifying party as a result of negotiations or the exercise of any rights under this Agreement.

6. All rights and obligations of the parties hereto shall inure to the benefit of, and bind, the respective heirs, successors and assigns of each party.

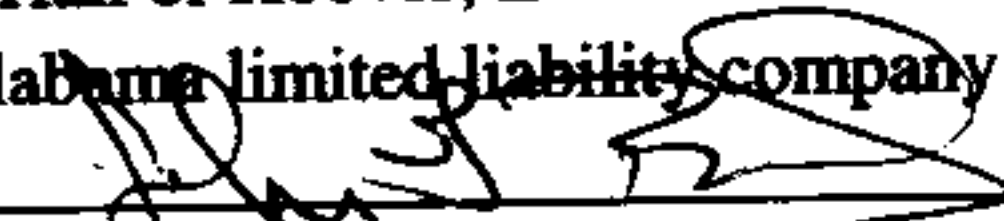
7. Time is of the essence of each and all of the agreements, covenants and conditions of this Special Agreement.

8. This Special Agreement shall be interpreted in accordance with and will be governed by the laws of the State of Alabama.

9. This Special Agreement constitutes the entire agreement between the parties in respect of the subject matter hereof and supersedes all prior negotiations and agreements, oral and written. This Special Agreement may not be amended or modified in any respect whatsoever, except by an instrument in writing signed by all of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

#### HOOVER GROUP

SouthHall of Hoover, L.L.C.  
An Alabama limited liability company  
By: 

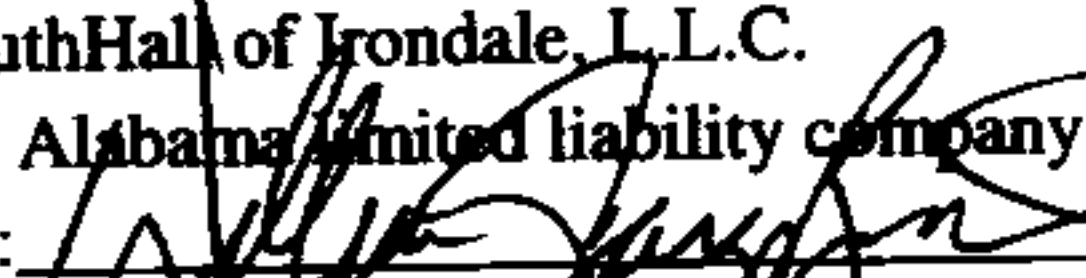
John G. Beard  
Its: President

  
John G. Beard, Individually

  
Margaret B. Williams, Individually

  
Susan B. Brouillette, Individually

#### IRONDALE GROUP

SouthHall of Irondale, L.L.C.  
An Alabama limited liability company  
By: 

William Gary Beard  
Its: Member

  
William Gary Beard, Individually

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned, a notary public in and for said county in said state, hereby certify that **John Beard**, whose name as President of SouthHall of Hoover, L.L.C., an Alabama limited liability company 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 said President of said entity and with full authority, executed the same voluntarily on behalf of said limited liability company on the day the same bears date.

Given under my hand and official seal this the 22 day of January 1999.

Nalette Sims-Perry  
Notary Public

My commission expires MY COMMISSION EXPIRES SEPT. 5, 1999

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned, a notary public in and for said county in said state, hereby certify that **William Gary Beard**, whose name as Member of SouthHall of Irondale, L.L.C., an Alabama limited liability company 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 said Member of said entity and with full authority, executed the same voluntarily on behalf of said limited liability company on the day the same bears date.

Given under my hand and official seal this the 23 day of January 1999.

Nalette Sims-Perry  
Notary Public

My commission expires MY COMMISSION EXPIRES SEPT. 5, 1999

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned, a notary public in and for said county in said state, hereby certify that **John G. Beard**, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 22 day of January 1999.

Nalette Sims-Perry  
Notary Public

My commission expires MY COMMISSION EXPIRES SEPT. 5, 1999



STATE OF ALABAMA           )  
COUNTY OF JEFFERSON       )

I, the undersigned, a notary public in and for said county in said state, hereby certify that **William Gary Beard**, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 25 day of January 1999.

Nanette Sims-Perry  
Notary Public

My commission expires MY COMMISSION EXPIRES SEPT. 5, 1999

STATE OF ALABAMA           )  
COUNTY OF JEFFERSON       )

I, the undersigned, a notary public in and for said county in said state, hereby certify that **Margaret B. William**, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 22 day of January 1999.

Nanette Sims-Perry  
Notary Public

My commission expires MY COMMISSION EXPIRES SEPT. 5, 1999

STATE OF ALABAMA           )  
COUNTY OF JEFFERSON       )

I, the undersigned, a notary public in and for said county in said state, hereby certify that **Susan B. Brouillette** whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 22 day of January 1999.

Nanette Sims-Perry  
Notary Public

My commission expires MY COMMISSION EXPIRES SEPT. 5, 1999

This Document Was Prepared by  
Robert C. Walthall, Esq.  
Bradley Arant Rose & White LLP  
2001 Park Place, Suite 1400  
Birmingham, Alabama 35203-2736  
Special Agreement

EXHIBIT "A"  
Hoover Properties (Whitfall)

Exhibit A  
Page 1 of 3

PARCEL I:

That part of the NW 1/4 of Section 12, Township 19, South, Range 3 West, situated in Jefferson County, Alabama, and more particularly described as follows:

Begin at the SW corner of the NE 1/4 of the NW 1/4 of said section; thence Northwardly and along the West line of said 1/4-1/4 section a distance of 51.84 feet; thence 54 degrees 59 minutes 30 seconds right and run Northeastwardly a distance of 426.89 feet; thence 90 degrees right and run Southeastwardly a distance of 200.0 feet; thence 90 degrees right and run Southwestwardly a distance of 376.84 feet; thence 90 degrees right and run Northwestwardly a distance of 100.0 feet to a point on the South line of said 1/4-1/4 section; thence 54 degrees 06 minutes left and run Westwardly a distance of 98.13 feet to the point of beginning.

PARCEL II:

A 40 foot easement for roadway, being 20 feet each side of the following described centerline:

Begin at the SW corner of the NE 1/4 of the NW 1/4 of Section 12, Township 19 South, Range 3 West; thence run East along the South line of said 1/4-1/4 section for 98.13 feet; thence 35 degrees 54 minutes left and run Northeastwardly a distance of 396.8 feet to the point of beginning of said easement; thence 90 degrees left and run Northwestwardly a distance of 136.6 feet to a point on the centerline of a 50 foot wide easement and end of said 40 foot wide easement.

PARCEL III:

A 25 foot easement for roadway being 12.5 feet each side of the following described centerline:

Begin at the SW corner of the NE 1/4 of the NW 1/4 of Section 12, Township 19 South, Range 3 West; thence run East along the South line of said 1/4-1/4 section a distance of 98.13 feet; thence 35 degrees 54 minutes left and run Northeastwardly for 389.34 feet to the point of beginning of said easement; thence 90 degrees right and run Southeasterly a distance of 112.50 feet; thence 90 degrees right and run Southwestwardly 389.50 feet to the end of said 25 foot wide easement.

PARCEL IV:

A 50 foot wide easement for roadway and public utilities being 25 feet each side of the following described centerline:

Begin at the SW corner of the NE 1/4 of the NW 1/4 of Section 12, Township 19 South, Range 3 West; thence run East along the South line of said 1/4-1/4 section a distance of 311.31 feet; thence 35 degrees 54 minutes left and run Northeasterly for 204.16 feet; thence 41 degrees 21 minutes left and run Northeasterly for 121.12 feet; thence 49 degrees 46 minutes 45 seconds left and run Northwesterly for 28.6 feet; thence 43 degrees 01 minutes 45 seconds right and run Northeasterly for 290.8 feet; thence 85 degrees 05 minutes 30 seconds right and run Easterly for 150.0 feet to a point on the West R.O.W. line of U.S. Highway No. 31; thence 93 degrees 16 minutes 30 seconds left and run North along said Highway R.O.W. for 25.04 feet to the point of beginning of said easement; thence 86 degrees 43 minutes 30 seconds left and run Westerly for 242.93 feet to the beginning of a curve to the left having a radius of 48.44 feet and a central angle of 80 degrees 56 minutes 45 seconds; thence run Southwesterly along arc of said curve for 68.43 feet to the end of said curve; thence tangent to said curve and run Southerly for 196.5 feet to a point on the centerline of a 40 foot easement and end of said 50 foot wide easement.

PARCEL V:

A 10 foot wide easement for water line, being 5 feet each side of the following described centerline:

Begin at the SW corner of the NE 1/4 of the NW 1/4 of Section 12, Township 19 South, Range 3 West; thence run East along the South line of said 1/4-1/4 section for 268.67 feet; thence left 35 degrees 54 minutes and run Northeasterly 238.70 feet; thence 90 degrees right and run 15.0 feet to a point on the centerline of a water line; thence 90 degrees left and run 25 feet to the point of beginning of said easement; thence 6 degrees 19 minutes right and run 177.75 feet; thence 30 degrees 43 minutes right and run Easterly for 29.83 feet to a point on the Westerly R.O.W. of U.S. Highway No. 31 and end of said 10 foot wide easement.

PARCEL VI:

An easement for maintaining a water and gas line, this easement described as follows:

Begin at the SW corner of the NE 1/4 of the NW 1/4 of Section 12, Township 19 South, Range 3 West; thence run North along the West line of said 1/4-1/4 section for 51.84 feet; thence 54 degrees 59 minutes 30 seconds right and run 120.41 feet to the point of beginning of said easement; thence continue on last course a distance of 93.0 feet; thence 90 degrees left for 5.0 feet; thence 90 degrees left for 83.0 feet; thence 90 degrees right for 185.0 feet; thence 90 degrees right for 83.0 feet; thence 90 degrees left for 10.0 feet; thence 90 degrees left for 93.0 feet; thence 90 degrees left for 200.0 feet to the point of beginning and end of said easement.

**EXHIBIT "A"**  
**Hoover Properties (Dewberry)**

**PARCEL I:**

**A Part of Lot 1, Dewberry's Subdivision, as recorded in Map Book 9, Page 11, in the Probate Office of Shelby County, Alabama, being more particularly described as follows:**

**Begin at the Southwest corner of the NW 1/4 of the SE 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, said point being on the West line of said Lot 1, Dewberry's Subdivision; thence from the West line of said 1/4-1/4 section turn an angle of 29 degrees 08 minutes to the right in a Northeasterly direction and run 695.72 feet to a point; thence 95 degrees 21 minutes to the right in a Southeasterly direction a distance of 108.82 feet to a point; thence 51 degrees 00 minutes 30 seconds to the left in a Northeasterly direction a distance of 145.36 feet to a point; thence 18 degrees 46 minutes 45 seconds to the right in an Easterly direction a distance of 78.28 feet to a point; thence 20 degrees 07 minutes 42 seconds to the left in a Northeasterly direction a distance of 70.31 feet to a point; thence 38 degrees 51 minutes to the left in a Northeasterly direction a distance of 143.16 feet to a point on the Southwesterly right of way line of U.S. Highway No. 280; thence 92 degrees 59 minutes 54 seconds to the right in a Southeasterly direction along said right of way line a distance of 41.53 feet to a point; thence 79 degrees 04 minutes 30 seconds to the right in a Southwesterly direction a distance of 69.37 feet to the P.C. (point of curve) of a curve to the right having a radius of 167.05 feet and a central angle of 67 degrees 25 minutes; thence Southwesterly along the arc of said curve a distance of 196.55 feet to the P.T. (point of tangent) of said curve; thence Westerly in the tangent to said curve a distance of 50.00 feet to the P.C. (point of curve) of a curve to the left having a radius of 250.52 feet and a central angle of 41 degrees 05 minutes 04 seconds; thence Southwesterly along the arc of said curve a distance of 179.63 feet to the P.C.C. (point of compound curve) of a curve to the left having a radius of 160.00 feet and a central angle of 22 degrees 42 minutes 25 seconds; thence Southwesterly along the arc of said curve a distance of 63.41 feet to a point; thence 108 degrees 34 minutes 46 seconds to the left (angle measured to tangent) in a Southeasterly direction a distance of 142.71 feet to a point; thence 38 degrees 15 minutes to the right in a Southeasterly direction a distance of 304.00 feet to a point; thence 70 degrees 30 minutes to the right in a Southwesterly direction a distance of 1016.00 feet to a point; thence 90 degrees 00 minutes to the right in a Northwesterly direction a distance of 237.32 feet to a point on the West line of the SW 1/4 of the SE 1/4 of said Section 36; thence 60 degrees 52 minutes to the right in a Northerly direction along the West line of said 1/4-1/4 section a distance of 572.42 feet to the point of beginning. Situated in the Probate Office of Shelby County, Alabama.**

**PARCEL II:**

**A Part of Lot 1, Dewberry's Subdivision, as recorded in Map Book 9, Page 11, in the Probate Office of Shelby County, Alabama, being more particularly described as follows:**

**Begin at the Southwest corner of the NW 1/4 of the SE 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, said point being on the West line of said Lot 1, Dewberry's Subdivision; thence North along the West line of said 1/4-1/4 section a distance of 653.70 feet to a point; thence 119 degrees 08 minutes to the right in a Southeasterly direction a distance of 218.25 feet to a point; thence 11 degrees 19 minutes to the left in a Southeasterly direction a distance of 101.98 feet to a point; thence 101 degrees 19 minutes to the right in a Southwesterly direction a distance of 591.01 feet to the point of beginning.**



**EXHIBIT "A"**

**Irondale Properties (East Hall)**

A part of the West 1/2 of the Southeast 1/4 of Section 24, Township 17 South, Range 2 West, being more particularly described as follows:

Begin at the Southwest corner of the Northwest quarter of the Southeast quarter of Section 24, Township 17 South, Range 2 West and run thence North along the West line of said quarter-quarter section for 363.56 feet; thence 91° 54' right and run East for 404.28 feet; thence 61° 25' right and run Southeasterly for 527.51 feet; thence 90° 00' right and run Southwesterly for 696.76 feet to a point on the Northerly right of way line of U.S. Highway No. 78; said point being on the arc of a curve to the right; said curve having a radius of 1071.28 feet; thence run Westerly along the arc of said curve to the right for 18.46 feet to a point on the West line of the Southwest quarter of the Southeast quarter of said Section 24; thence run North along the West line of said quarter-quarter section for 431.86 feet to the point of beginning.

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