

STATE OF ALABAMA	)
COUNTY OF SHELBY	)

## SIGN LICENSE AGREEMENT

This SIGN LICENSE AGREEMENT (this "Agreement") made this 4TH day of March, 2003, between SportsFirst, Inc., an Alabama corporation ("SportsFirst") and Mirage Properties, L.L.C., a limited liability company ("Mirage").

## RECITALS

Whereas, SportsFirst is the owner of certain property located in Shelby County, Alabama, as more particularly described on Exhibit "A" hereto.

Whereas, Mirage is purchasing other property from Baptist Health System, Inc., an Alabama non-profit corporation and the corporate parent of SportsFirst ("BHS"), which adjoins the property described on Exhibit "A".

Whereas, BHS presently has on the property described in Exhibit "A" a sign used to advertise the office building on the property being purchased by Mirage, and the ownership of said sign is being transferred from BHS to Mirage so that Mirage may continue to use the sign to advertise the property purchased by Mirage from BHS.

Whereas, Mirage desires to acquire a permissive license over a portion of the SportsFirst property described on Exhibit "A" for the purpose of advertising the building and tenants using the building sold by BHS to Mirage.

Now, therefore, in consideration of the premises, and mutual covenants herein contained, the parties hereby agree as follows:

- SportsFirst does hereby grant unto Mirage a non-exclusive license over and across that portion of the SportsFirst property which is more particularly described on Exhibit "B" attached hereto and incorporated here by reference (the "License Area").
- 2. Said license shall allow Mirage ingress and egress for the purpose of maintaining, and/or replacing signage for Mirage's adjoining property as well as to provide electrical service to and from the sign within the above described License Area.
- 3. (a) Notwithstanding any license rights granted Mirage herein, SportsFirst, together with its successors and assigns, shall also have the right to use the License Area, including but not limited to granting other licenses, so long as it does not block the view of the sign used by

Mirage or unreasonably interfere with, restrict, or degredate Mirage's intended use and enjoyment of the License Area.

- (b) The uses of the License Area are exclusively those set forth above. Mirage shall not be allowed to use the License Area for any other purposes without the express, written consent of SportsFirst, which consent shall not be unreasonably withheld, conditioned or delayed provided such proposed other use bears a reasonable relationship to the license contemplated above.
- 4. SportsFirst will allow Mirage to change the existing signs within the License Area as Mirage may deem appropriate, subject to the prior approval of SportsFirst, and, if necessary, to obtain variances to change the type or size of sign. Provided that SportsFirst consents to the proposed change to the existing sign, SportsFirst will consent to Mirage's request for said variance so long as it is within the License Area.
- 5. SportsFirst reserves unto itself the right to cancel the license hereinabove granted to Mirage by giving Mirage ninety (90) days' written notice. In the event this Agreement is canceled by SportsFirst, Mirage shall have the right to remove all signs used by Mirage on SportsFirst's property and to relocate the signs in an area not on SportsFirst property. If Mirage is requested to remove the above signs it will remove the signs to the brick sign base.
- Any notices given or required pursuant to this instrument shall be deemed to have been received upon actual delivery of the same, on the date so indicated on delivery receipt of Federal Express, or 2 days following deposit of the same in the United States Mail by registered or certified mail, return receipt requested, postage prepaid, addressed to the parties at the following addresses or at such other address as either party shall direct by written notice as follows:

(1) If to Grantor:

Mirage Properties, LLC

2858 Highway 31 Pelham, AL 35124

(2) If to Grantee:

SportsFirst, Inc.

3500 Blue Lake Drive Birmingham, AL 35243

7. This agreement and the parties rights hereunder shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their separate successors and assigns. Any reference to Mirage or SportsFirst, or to any "party" or "parties" shall be deemed to also refer to their respective successors and assigns.

[ SIGNATURES ON FOLLOWING PAGE ]

In witness whereof, the parties hereto have executed, or have caused to be executed by and through their respective, duly-authorized representatives, this Agreement on the day and year first above written.

GRANTOR:	MIRAGE PROPERTIES, L.L.C.
	An Alabama Limited Liability Company
	By: Alun ken
	Title: Massey Muller
State of Alabama ) County of Sefferson )	

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Steve Issis, whose name as managing member of the Mirage Properties, LLC, a 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 such managing member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

ATTO A RITURNA.	
GRANTEE:	þ

## SPORTSFIRST, INC.

An Alabama Corporation

Title: President, Sportsfirst, INC

State of Alabama, County of Plane )

of SportsFirst, 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN UNDER MY HAND THIS THE DAY OF MARCH, 2003.

Notary Public
My Commission Expires: 08/25/06.

## Exhibit "A"

Commance at the Southwest corner Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, and run in an Easterly direction along the South line of said Section a distance of 1336.01 feet to a 1-4" open pipe at the Southwest corner of the Southoast quarter of the Southwest ½ of said Section 32, said point being the Point of Beginning of the herein described parcel; thence deflect an angle to the left of 132°49'41" and run in a Morthwesterly direction a distance of 102.14 feet; thence turn an interior angle of 185°01'08" and run to the left in a Northwesterly direction a distance of 112.31 feat; thence turn an interior angle of 176°02'57" and run to the right in a Northwesterly direction a distance of 102.30 feet; thence turn an interior angle of 106°17'55" and run to the right in a Northeasterly direction 276.15 feet; thence turn an interior angle of 175°00'09" and run to the right in a Northeasterly direction a distance of 226.42 feet; thence turn an interior angle of 94°23'04" and run to the right in a Southeasterly direction a distance of 57.56 feet; thence turn an interior angle of 265°36'56" and run to the left in a Northeasterly direction a distance of 174.46 feet to a point on the Southwesterly right-of-way of U.S. Highway 280, also being a point on a curve; thence turn an interior angle of 90°32'33" to tangent and run to the right in a Southeasterly direction along said right-of-way and along the arc of a curve to the right having a radius of 2714.79 feot and a central angle of 16°34'27" a distance of 785.31 feat to a point; thence turn an intarior angle of 91°55'23" from the tangent of last described curve and run to the right in a Southwesterly direction a distance of 104.50 feet; thence turn an interior angle of 112.46'44" and run to the right in a Northwesterly direction a distance of 378.71 feet; thence turn an interior angle of 270'18'59' and run to the left in a Southwesterly direction a distance of 208.95 feet; thance turn an interior angle of 205°46'45" and run to the left in a Southerly direction a distance of 144.62 feet to a point on the South line of said Section 32; thence turn an interior angle of 90°00'00" and run to the right in a . Westerly direction along the South line of said Section 32 a distance of 258.72 feet to the point of beginning.

