

STATE OF ALABAMA)
COUNTY OF SHELBY)

AMENDMENT RELATING TO JOINT DEVELOPMENT AGREEMENT
DATED 17TH DAY OF MARCH, 1998

WHEREAS ~~Storage USA SING, LLC~~, a Maryland limited liability company
(hereinafter "SING") and ~~REGIONS BANK AS SUCCESSOR IN INTEREST TO~~
REGIONS BANK OF LOUISIANA-BIRMINGHAM, formerly
known as Secor Bank, a federal savings bank (hereinafter "Regions") are two of the three parties
involved in a Joint Development Agreement dated 17th day of March, 1998 and recorded on the
22nd day of May, 1998, in which it was contemplated that certain property would be developed
by Regions for a bank ("Regions' Property") and was agreed that no obstructions would be
placed on the Regions' Property that would block or interfere with the visibility from U.S.
Highway 280 to property owned by SING; and

WHEREAS, Regions has agreed to transfer and convey the Regions' Property to Big Ten
Tire, Inc. ("Big Ten") in order for a Big Ten Tire store to be constructed thereon; and

WHEREAS, the development of the Big Ten Tire store together with the landscaping
required pursuant thereto will interfere with the view from U.S. Highway 280 to the SING
property; and

WHEREAS, SING, for valuable consideration, has agreed to modify its rights in the
Joint Development Agreement in order to allow the development of the Big Ten Tire facility
pursuant to the Building Plan and the Landscape Plan attached hereto as Exhibits A and B.

WHEREAS, Big Ten has agreed to construct its building and install landscaping
pursuant to Exhibits A and B.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, SING, Regions, and Big Ten Tire, Inc. agree as follows:

1. Regions agrees to pay SING the sum of \$35,000.00 as consideration for modifying its rights under the Joint Development Agreement, the result of which in effect allows a limited amount of obstruction of view between U.S. Highway 280 and the SING property, the extent to which is reflected on Exhibit A and B, the Big Ten Tire building proposal and landscape proposal.

2. The payment and modification is contingent upon Regions conveying the Regions Property to Big Ten, and the consideration shall be paid at closing.

3. This agreement will be filed of record immediately following the conveyance from Regions to Big Ten.

4. SING does not waive any other rights contained under the Joint Development Agreement including, but not limited to, the right to trim or cut trees on the Regions property if said trees interfere with the view from U.S. Highway 280 to the SING property.

5. The landscape plan set forth on Exhibit B is designed so as to require in the future a minimum amount of pruning or cutting landscape installed; however, SING reserves the right to "limb up" the Bald Cypress trees planted in close proximity to its property line and to otherwise trim or prune any other tree which in the judgment of SING interferes with the view, it being the intention that the initial planting and the height thereof shall be an acceptable degree of interference with the view from U.S. Highway 280 to the SING property.

6. SING also reserves the right to object to any limitation of view pertaining to the building of the Big Ten Tire store or other structures except and to the extent that is noted on the attached Exhibit A.

7. Big Ten agrees to be bound by the terms of the Joint Development Agreement as herein modified and agrees to locate the building and install the landscaping as set forth on Exhibit A and B.

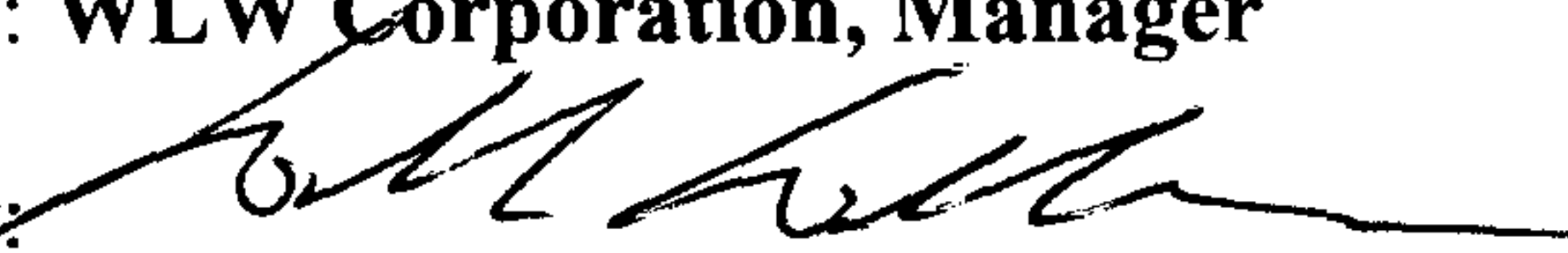
8. This agreement is binding on the parties hereto, their heirs, successors and assigns and to the extent that it affects the dominant estate (SING's Property) and the servient estate (Regions' Property) it is intended to be an easement that runs with the land as is the Joint Development Agreement dated the 19th day of March, 1998.

IN WITNESS WHEREOF, we have set our hands and seals this 6 day of June, 2003.

Storage USA SING, LLC
a Maryland limited liability company

By: **SING LTD. CO., Manager**

By: **WLW Corporation, Manager**

By: 

Webb L. Wallace, President

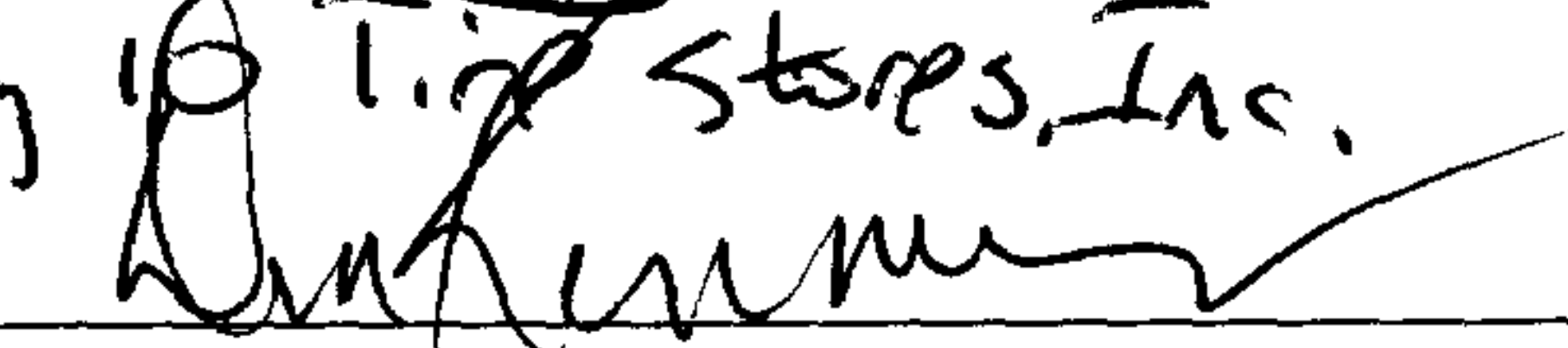

**REGIONS BANK AS SUCCESSOR IN INTEREST TO
REGIONS BANK OF LOUISIANA-BIRMINGHAM**
formerly known as Secor Bank, a Federal savings bank

By: 

Its: Vice President

~~**BIG TEN TIRE, INC.**~~

Big 10 Tire Stores, Inc.

By: 

Its: President

STATE OF NEW MEXICO)
COUNTY OF SANTA FE)

I, RANDI C. WRISLEY, a Notary Public in and for said County in said State, hereby certify that **Webb L. Wallace**, whose name as President of **WLW Corporation**, as Manager for **SING LTD. CO.**, as manager for **Storage USA SING, LLC**, a Maryland 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal, this 6th day of JUNE, 2003.

Randi C. Wisley
NOTARY PUBLIC
My Commission Expires: 6/15/05

(SEAL)

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, Kathy Busby, a Notary Public in and for said County in said State, hereby certify that Stanley E. Weir, whose name as Vice President of Regions Bank of Louisiana - Birmingham, formerly known as Secor Bank, a Federal savings bank, 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, _____, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation. Regions Bank as Successor w/ interest TO

Given under my hand and seal, this 3rd day of September, 2003.

Kathy Busby
NOTARY PUBLIC
My Commission Expires: 9-9-2003

(SEAL)

STATE OF ALABAMA)
COUNTY OF _____)

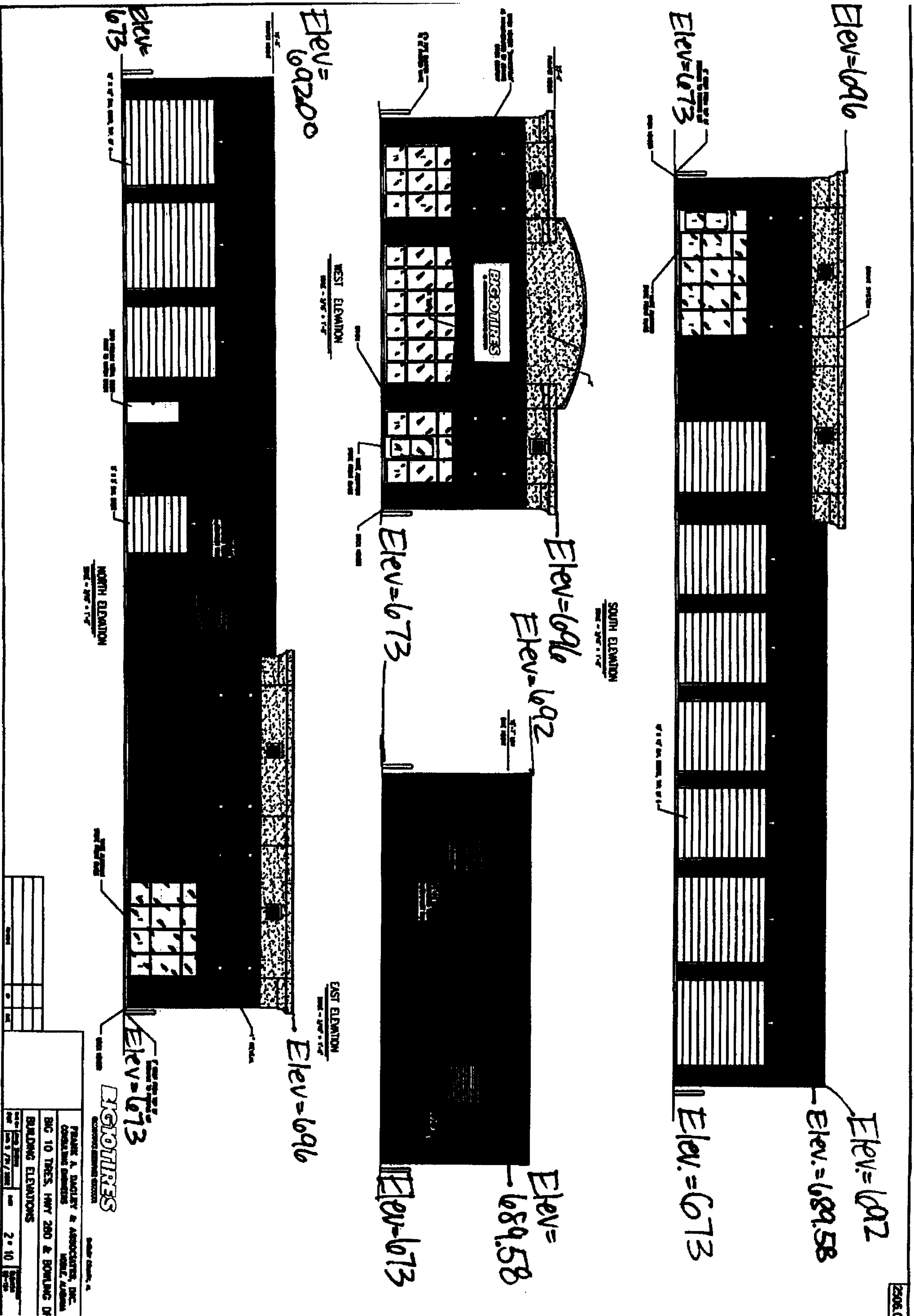
I, Melanie Byrne, a Notary Public in and for said County in said State, hereby certify that Don Kenner, whose name as President of Big Ten Tire, Inc., is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal, this 5 day of September, 2003.

Melanie Byrne
NOTARY PUBLIC
My Commission Expires: 12/7/04

(SEAL)

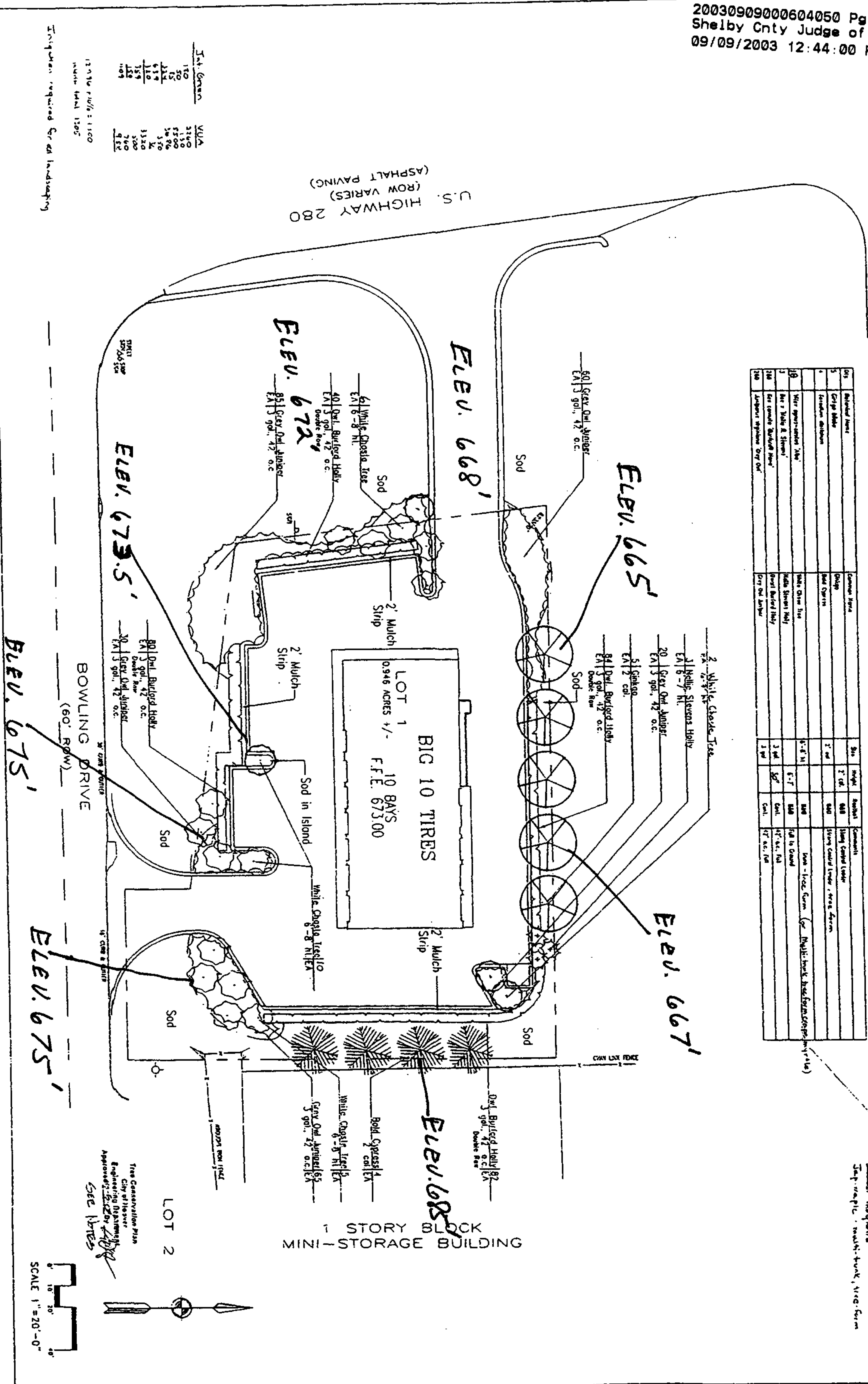
EXHIBIT A



1/2" = 1'-0"

[illegible]

7 Alternatives:
 Smaller magnolia
 Tapir, maple, multi-trunk, 1100 form



FOR
BIG 10 TIRE STORES, INC
MOBILE, ALABAMA

MAY 5, 2003

5-5-03

LANDSCAPE PLAN