

This instrument was prepared by:
M. Beth O'Neill
MAYNARD, COOPER & GALE, P.C.
1901 Sixth Avenue North
2400 AmSouth/Harbert Plaza
Birmingham, Alabama 35203-2602
(205) 254-1000

STATE OF ALABAMA	•
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SHELBY COUNTY	•

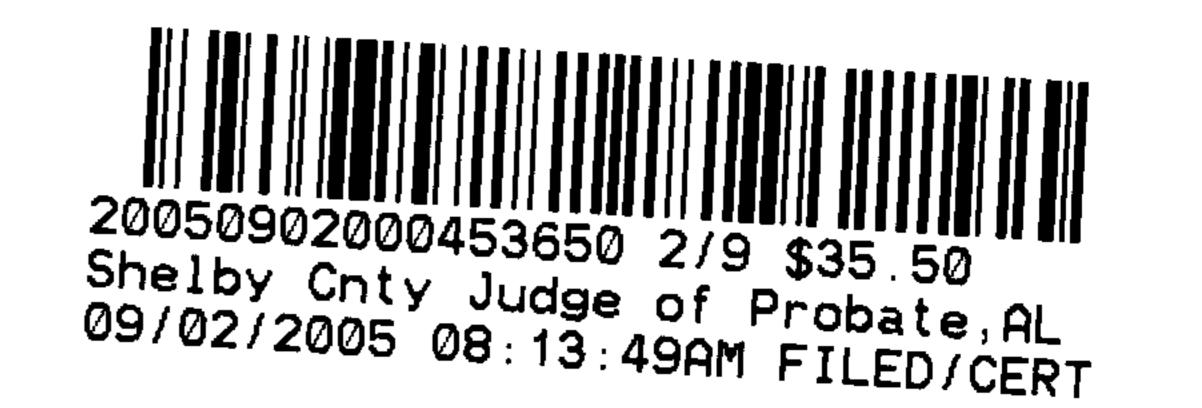
## FIRST AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT

This First Amendment to Reciprocal Easement Agreement ("Amendment"), is made and entered into as of August 3/, 2005, by and between Mirage Properties, L.L.C., an Alabama limited liability company ("Mirage"), SportsFirst, Inc., an Alabama corporation ("SportsFirst"), and AmSouth Bank, an Alabama banking corporation ("AmSouth" and collectively with Mirage and SportsFirst, the "Parties").

## Recitals

- A. Mirage and SportsFirst entered into a certain Reciprocal Easement Agreement dated March 4, 2003 and recorded in the Office of the Judge of Probate of Shelby County, Alabama as Instrument # 20030307000141400 (the "Easement Agreement"). Unless otherwise defined in this Amendment, capitalized terms shall have the meaning assigned to them in the Easement Agreement.
- B. Pursuant to the Easement Agreement, Mirage, as the owner of the Burdened Property, granted to SportsFirst, as the owner of the Grantee's Parcel, a non-exclusive permanent easement for the sole purpose of pedestrian and vehicular ingress and egress in order to use a total of 15 parking spaces located on the Easement Parcel in the specific locations reflected on Exhibit C attached to the Easement Agreement, and limited to the hours and days of use as set forth in the Easement Agreement.
- C. Mirage entered into a Ground Lease Agreement with AmSouth dated February 20, 2004 ("Ground Lease"), a Memorandum of which is recorded in the Office of the Judge of Probate of Shelby County, Alabama as Instrument #20040827000480280, pursuant to which Mirage demised to AmSouth the Burdened Property.
- D. Pursuant to Section 7 of the Easement Agreement, Mirage has the right to terminate the Easement Agreement if the Grantee's Parcel is conveyed to a party other than Mirage or Baptist Health System, Inc.

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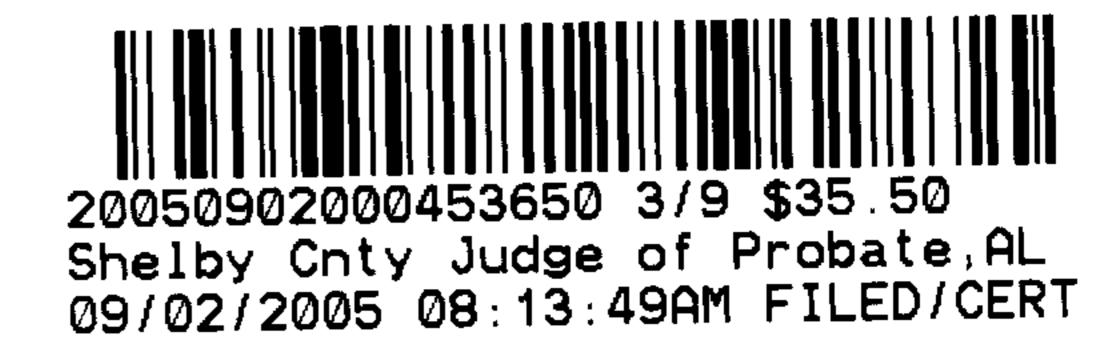


E. SportsFirst proposes to sell the Grantee's Parcel to The Young Men's Christian Association of Birmingham ("YMCA") for use as a sports/fitness club, and the Parties wish to amend the Easement Agreement expressly to allow the sale to the YMCA without triggering Mirage's right to terminate the Easement Agreement.

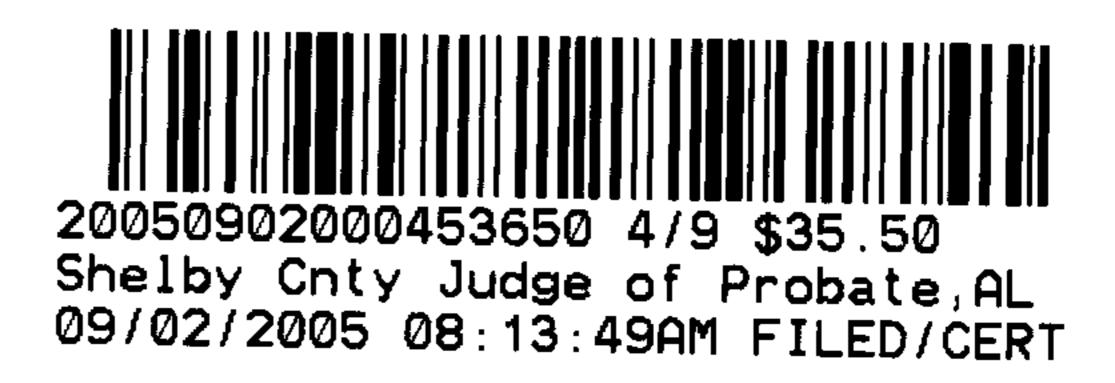
## Agreement

NOW, THEREFORE, in consideration of the foregoing Recitals and of the mutual agreement of the parties hereto, the Parties hereby agree as follows:

- 1. The defined terms set forth in the Recitals of this Amendment are hereby incorporated into the Agreement for all relevant purposes.
- 2. Section 7 of the Easement Agreement is hereby deleted and the following is substituted in lieu thereof:
  - Duration of Easement: Subject to subsection (b) below, (a) the parking easement granted herein and the rights of pedestrian and vehicular entry to ingress and egress for the sole purpose of parking shall be perpetual in duration and shall, both as to the benefits and burdens thereof, run with the Grantee's Parcel as appurtenances thereto and the Burdened Property as encumbrances thereto; however, and (b) notwithstanding the foregoing, Grantor, its successors or assigns, including, without limitation, AmSouth, so long as the Ground Lease is in effect, shall have the right to terminate the parking easement granted herein if the Grantee's Parcel (i) ceases to be used as a sports/fitness club or similar establishment, or (ii) is conveyed to a party other than Grantee, BHS or The Young Men's Christian Association of Birmingham ("YMCA"). In the event Grantor, its successors or assigns, including, without limitation, AmSouth, so long as the Ground Lease is in effect, elects to terminate this parking easement in accordance with the contingencies herein provided, then the entire parking easement in this agreement shall terminate upon the filing by Grantor, its successors or assigns, including, without limitation, AmSouth, so long as the Ground Lease is in effect, of a Termination of Easement in the Probate Office of Shelby County, Alabama, which document shall not have to be signed or joined by Grantee, YMCA or their respective purchasers in order to make the same effective.
- 3. Except as hereby expressly modified and amended in this Amendment, the Easement Agreement shall otherwise remain in full force and effect in accordance with its terms.

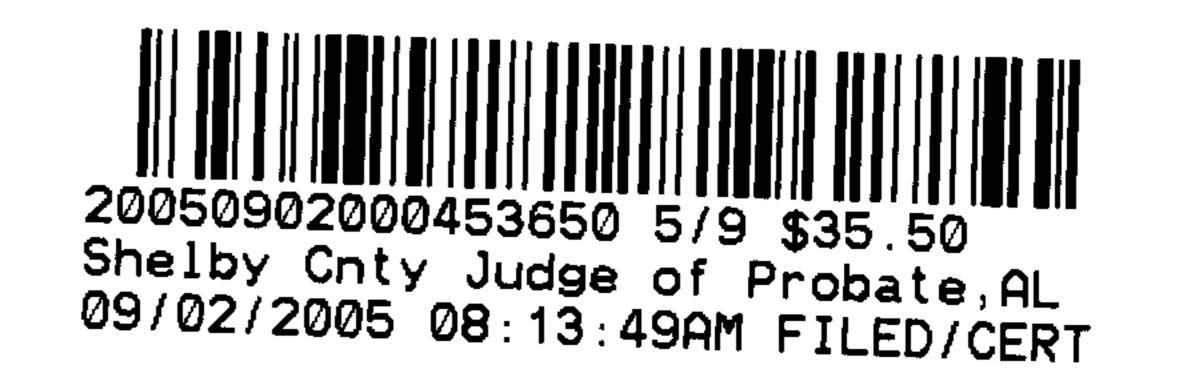


4. The parties acknowledge that AmSouth has notified Mirage, SportsFirst and YMCA that AmSouth intends to relocate the parking easement from its current location, and will effectuate such relocation pursuant to the terms of the Easement Agreement.



IN WITNESS WHEREOF, each of the undersigned has executed or caused this instrument to be executed in its name and on its behalf by its officers or member thereunto duly authorized, all as of the date first above written.

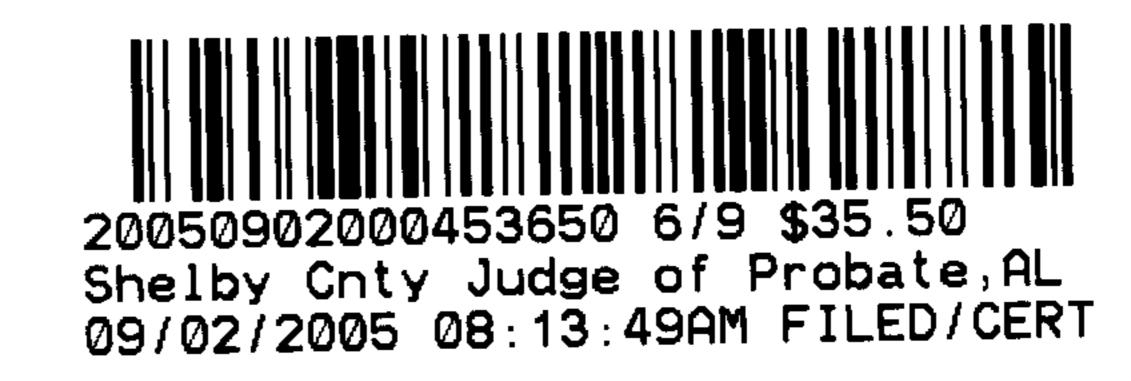
MIRAGE PROPERTIES, L.L.C.
By:
Name: Steve 155is
Title: Member
SPORTSFIRST, INC.
By:
Name: Rouglas C. Davenport
Title: President
AMSOUTH BANK
By:
Name:
Title:



IN WITNESS WHEREOF, each of the undersigned has executed or caused this instrument to be executed in its name and on its behalf by its officers or member thereunto duly authorized, all as of the date first above written.

MIRAGE PROPERTIES, L.L.C.
By:
Name:
Title:
SPORTSFIRST, INC.
By: My Company
Name: Douglas C. Davenport Title: President
NACCOTIVITY DANITZ
AMSOUTH BANK
By:
Name:
Title:

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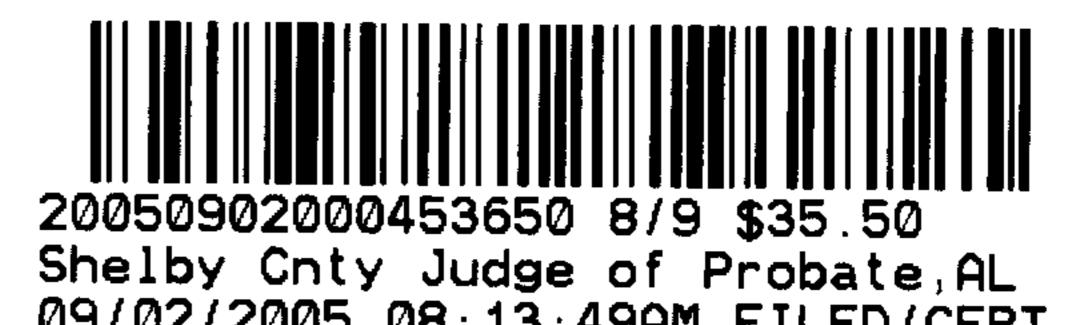


IN WITNESS WHEREOF, each of the undersigned has executed or caused this instrument to be executed in its name and on its behalf by its officers or member thereunto duly authorized, all as of the date first above written.

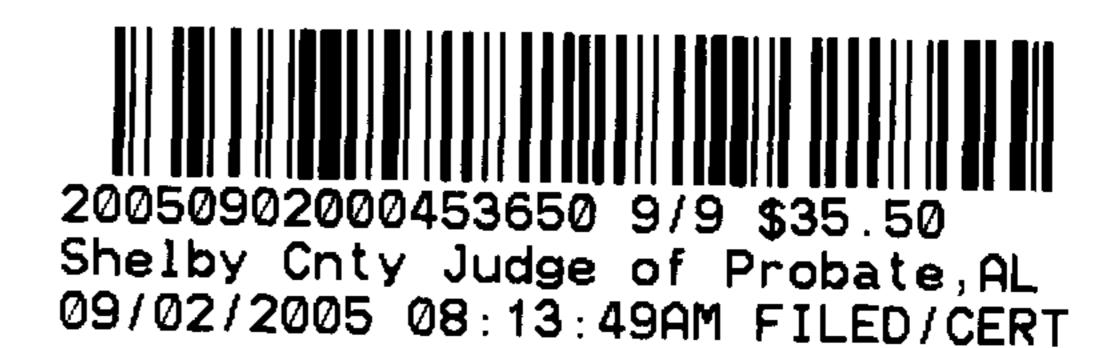
MIRAGE PROPERTIES, L.L.C.
By:
Name:
Title:
SPORTSFIRST, INC.
Bv:
By: Name: Douglas C. Davenport Title: President
Title: President
AMSOUTH BANK
By: Even Ce
Name: Emilio M. Cerice
Title Vine Propidont

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STATE OF ALABAMA COUNTY OF Shelly	)	
that <u>Jeve /55/5</u> L.L.C., an Alabama limited liabil known to me, acknowledged before	whose name lity company, is signered on this day and the second of the s	or said County in said State, hereby certify as Member, of Mirage Properties, ned to the foregoing instrument and who is that, being informed of the contents of the and with full authority, executed the of said limited liability company.
Given under my hand and	official seal, this _	3/sナ day of August, 2005.
[AFFIX SEAL]  My Commission Evaluate 17		Sta Man Signal Notary Public
My Commission Expires: $\sqrt{2}$		
that Douglas C. Davenport, whe corporation, is signed to the foregome on this day that, being inform	hose name as Pre- oing instrument and med of the content ecuted the same vo	or said County in said State, hereby certify esident of SportsFirst, Inc., an Alabama who is known to me, acknowledged before s of the foregoing instrument, he, as such duntarily on the date hereof, for and as the day of August, 2005.
		day of ringust, 2005.
		Notary Rublic
[AFFIX SEAL]		
My Commission Expires:		



STATE OF ALABAMA	)	Shelby Cnty Judge of Probate,AL 09/02/2005 08:13:49AM FILED/CERT
COUNTY OF		
I, the undersigned, a N	otary Public in and	for said County in said State, hereby certify
that	, whose name	
	bility company, is si	gned to the foregoing instrument and who is
known to me, acknowledged b	efore me on this day	y that, being informed of the contents of the
foregoing instrument, he, as su		and with full authority, executed the
same voluntarily on the date he	reof for and as the a	ct of said limited liability company.
Dealing volumently off off and		
Given under my hand a	and official seal, this	day of August, 2005.
		Notary Public
[AFFIX SEAL]		
My Commission Evnires:		
My Commission Expires:		
STATE OF ALABAMA		
COUNTY OF JEFFERSON		
I, the undersigned, a N	Iotary Public in and	for said County in said State, hereby certif
that Douglas C. Davenport,	whose name as P	President of SportsFirst, Inc., an Alabam
corporation, is signed to the for	regoing instrument ar	nd who is known to me, acknowledged before
me on this day that, being in	formed of the conte	ents of the foregoing instrument, he, as such
officer and with full authority,	executed the same	voluntarily on the date hereof, for and as the
act of said corporation.		
Given under my hand a	and official seal, this	3/87 day of August, 2005.
		Doublin H. Sa
		Notary Public
[AFFIX SEAL]		
My Commission Expires:	3-12-07	
		<del></del>



STATE OF ALABAMA	)
COUNTY OF JEFFERSON	)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Emilio M. Cene, whose name as Vice President of AmSouth 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 the foregoing instrument, he, as such officer and with full authority, executed the same voluntarily on the date hereof, for and as the act of said corporation.

Given under my hand and official seal, this  $30^{7}$ 

day of August, 2005.

Notary Public

[AFFIX SEAL]

My Commission Expires: 2-18-08

LaTashia Monique Clay Bond No. 68946943N

/ Notary Public for the State of Alabama Commission Expires: February 18, 2008