

AFTER RECORDING RETURN TO:  
SunTrust Bank  
211 Perimeter Ctr Pkwy, Ste 100  
Attn: EXCEPTIONS  
Mail Code 039  
Atlanta, Georgia 30302

CC20546488-26

**CROSS REFERENCE:**

**Book:** \_\_\_\_\_

**Page:** \_\_\_\_\_  
**County Records**



20060213000072330 1/3 \$17.00  
Shelby Cnty Judge of Probate, AL  
02/13/2006 03:18:21PM FILED/CERT

**AGREEMENT NOT TO ENCUMBER ASSETS**

STATE OF ALABAMA  
COUNTY OF SHELBY

THIS AGREEMENT NOT TO ENCUMBER ASSETS (hereinafter this "Agreement") is made and entered into this 31st day of January, 2006 by Howard Stolz Howard LP (hereinafter "Customer"), for the benefit of SUNTRUST BANK with its principal place of business located at 211 Perimeter Ctr, Ste 100, Atlanta, GA 30346 (hereinafter "Bank").

WHEREAS, Bank has or will extend a certain credit and other financial accommodations to Customer; and

WHEREAS, in consideration of Bank's extension of such credit and other financial accommodations, Customer has agreed to execute this Agreement;

NOW, THEREFORE, for Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer, intending to be legally bound, hereby covenants and agrees as follows:

1. Customer shall not transfer, create, incur, assume or suffer to exist any pledge, mortgage, trust, lien, security interest, assignment or other preferential arrangement, charge or encumbrance of any nature, consensual or nonconsensual, upon or with respect to the property more particularly described herein below (hereinafter the "Property"):

See EXHIBIT "A" attached hereto and incorporated by reference herein for a description of the Property


2. Customer shall not execute and deliver in favor of another lender, creditor or third party an agreement similar to this Agreement, wherein Customer agrees not to create, incur, assume or suffer to exist any pledge, mortgage, lien, security interest, assignment or other preferential arrangement, charge or encumbrance of any nature, consensual or nonconsensual, upon or with respect to the Property.

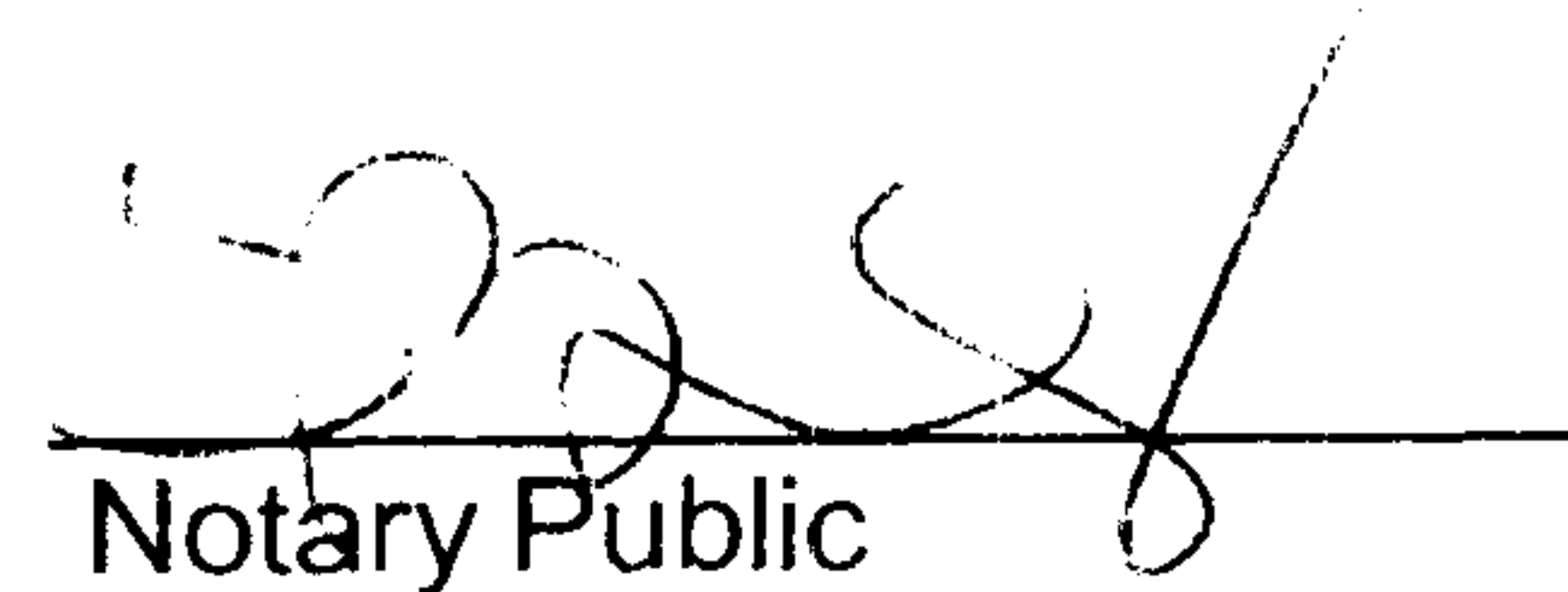
3. This Agreement shall be binding upon Customer and Customer's heirs, representatives, successors and assigns as long as there remains outstanding any obligations or indebtedness of Customer to Bank.

4. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, Customer has executed and sealed this Agreement the day and year first above written.

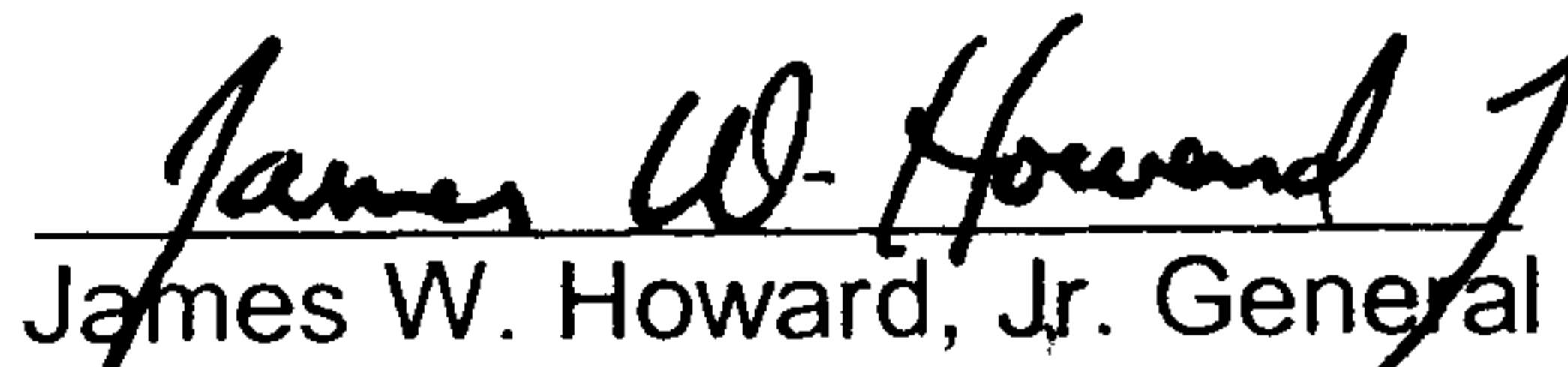
Signed, sealed and delivered  
In the presence of:

 (SEAL)  
Unofficial Witness

 (SEAL)  
Notary Public


"Customer"

Howard Stolz Howard LP

 (SEAL)  
James W. Howard, Jr. General Partner

 (SEAL)  
Anne H. Stolz, General Partner

DAVID BOATLER  
Notary Public, State of Georgia  
My Commission Expires January 22, 2007

  
20060213000072330 2/3 \$17.00  
Shelby Cnty Judge of Probate, AL  
02/13/2006 03:18:21PM FILED/CERT

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Site 5-A, Resurvey of Sites 5A and 7A, being a resurvey of part of sites 4, 5, 6A and 7, being a resurvey of Site 6 and Lot 1-A-1-A-1, Shelby West Corporate Park, as recorded in Map Book 29, page 111, in the Probate Office of Shelby County, Alabama

