

B. The Tenants in Common desire to enter into this Agreement to provide for the orderly administration of their rights and responsibilities as to each other and as to others.

C. The Tenants in Common intend that the rights, obligations and activities of each Tenant in Common with respect to the Property will comply in all material respects with the conditions under which the Internal Revenue Service will consider a request for a ruling that an undivided fractional interest in rental real property is not an interest in a business entity, as provided under Rev. Proc. 2002-22, 2002-14 IRB 733.

D. Concurrently with becoming a party to this Agreement, each Tenant in Common has executed and delivered a Call Option Agreement (the "Call Agreement") with respect to the Property.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. Nature of Relationship Between Co-Tenants. The Tenants in Common shall each hold their respective interests in the Property as tenants-in-common as determined under local law where the Property is located. The Tenants in Common do not intend by this Agreement to create a partnership or a joint venture, but merely to set forth the terms and conditions upon which each of them shall hold their respective interests in the Property. Each Tenant in Common hereby elects to be excluded from the provisions of Subchapter K of Chapter 1 of the Internal Revenue Code of 1986, as amended (the "Code"), with respect to the joint ownership of the Property. The exclusion elected by the Tenants in Common hereunder shall commence with the execution of this Agreement. Each Tenant in Common hereby covenants and agrees that each Tenant in Common shall report on such Tenant in Common's respective federal and state income tax returns such Tenant in Common's respective share of items of income, gain, loss, deduction and credits which result from holding the Property in a manner consistent with exclusion of the Tenants in Common from Subchapter K of Chapter 1 of the Code, commencing with the first taxable year of such Tenant in Common that includes the Effective Date. No Tenant in Common shall notify the Commissioner of Internal Revenue (the "Commissioner") that such Tenant in Common desires that Subchapter K of the Code apply to

the Tenants in Common and each Tenant in Common hereby agrees to indemnify, protect, defend and hold the other Tenants in Common free and harmless from all costs, liabilities, tax consequences and expenses, including, without limitation, attorneys' fees, which may result from any Tenant in Common so notifying the Commissioner in violation of this Agreement or otherwise taking a contrary position on any tax return. Except as expressly provided herein, no Tenant in Common is authorized to act as agent for, to act on behalf of, or to do any act that will bind any other Tenant in Common or to incur any obligations with respect to the Property.

2. Income and Liabilities. Except as otherwise provided herein, all benefits and obligations of the ownership of the Property, including, without limitation, income, operating expenses, proceeds from sale or refinancing or condemnation awards shall be shared by the Tenants in Common in proportion to their respective undivided interests in the Property. Such payments shall be made to the Tenants in Common under the terms prescribed by the Master Lease and such payments shall subject to and subordinate to any debt service payments required by the loan documents encumbering the Property.

3. Distribution of Loan or Sales Proceeds. Notwithstanding any other provisions of this Agreement, proceeds of a loan or sale shall be distributed at the closing of the loan or the sale as set forth below.

3.1.1 To the extent necessary, the proceeds shall first be used to pay in full any loans encumbering title to the Property.

3.1.2 The proceeds shall next be used to pay all outstanding costs and expenses incurred in connection with the holding, marketing, sale and refinancing of the Property.

3.1.3 Any proceeds remaining after payment of the items set forth in this Section 3.1 shall be paid as provided in Section 2.

4. Voting Rights and Power of Attorney.

4.1 Sale or Loan. The Tenants in Common will retain the right to approve the sale or other disposition of the Property or the creation or modification of a blanket

lien. The Tenants in Common will retain the right to lease the Property upon the termination of the Master Lease. Any sale, lease (other than any sublease permitted under the Master Lease which shall not require the consent of any of the Tenants in Common), or re-lease of a portion or all of the Property (including the right to terminate, extend or amend the Master Lease), or any negotiation or renegotiation of indebtedness secured by a blanket lien (including any refinancing of any loan secured by a mortgage on the Property) will require unanimous approval of the Tenants in Common. During the term of the Master Lease, the Tenants in Common will not hire a manager for the Property but nothing herein shall limit the rights of the Master Lessee to hire a manager for the Property. After the expiration of the Master Lease, the hiring of a manager for the Property will require the unanimous approval of the Tenants in Common.

4.2 Other Matters. For any action on behalf of the Tenants in Common with respect to the Property, including any action of the Tenants in Common as Landlord under the Master Lease, other than the actions described in Section 4.1, the Tenants in Common will be bound by the vote of those Tenants in Common holding no less than fifty-one percent (51%) of the undivided interests in the Property.

4.3 Power of Attorney. Master Lessee shall at all times during the term of this Agreement have a Special and Limited Power of Attorney as Attorney-in-Fact for each of the Tenants in Common, with power and authority to act in the name and on behalf of each such Tenant in Common, to execute, acknowledge and swear to, in the execution, acknowledgment and filing of documents that are not inconsistent with the provisions of this Agreement, and which may include by way of illustration and not limitation, any contract for the purchase or sale of real estate, and any deed, deed of trust, mortgage or other instrument of conveyance or encumbrance with respect to the Tenants in Common interest or the Property, or any other instrument or document that may be required to effectuate the sale or mortgage of the Property.

5. Co-Tenant's Obligations. The Tenants in Common each agree to perform such acts as may be reasonably necessary to carry out the terms and conditions of this Agreement, including, without limitation:

5.1 Documents. Executing documents required in connection with a sale or refinancing of the Property in accordance with Section 4.1 above and such additional documents as may be required under this Agreement or may be reasonably required to effect the intent of the Tenants in Common with respect to the Property or any loans encumbering the Property.

5.2 Additional Funds. Each Tenant in Common will be responsible for a pro rata share (based on its undivided interest or as otherwise provided) of any taxes due and owing with respect to the Property, or other items specifically applicable to individual Tenants in Common, and any future cash needed in connection with the ownership, operation, management and maintenance of the Property. Without limiting the foregoing, each Tenant in Common agrees that in the event any loan for the Property provides for recourse liability to the Master Lessee or any affiliate and non-recourse liability to one or more of the other Tenants in Common, and if the Master Lessee or any affiliate pays more than its pro rata share of the liability related to the loan (as compared to its ownership interest, if any) as a result of such recourse liability ("Excess Payment"), the Tenants in Common agree to reimburse the Master Lessee or any affiliate for the Tenants in Common's pro rata share of such Excess Payment. To the extent any Tenant in Common fails to pay any funds pursuant to this Section 5.2 within fifteen (15) days after the Master Lessee delivers notice that such additional funds are required, any other Tenant(s) in Common may advance such amount. In no event shall such advance be for a period exceeding thirty one (31) days. The nonpaying Tenant in Common shall reimburse the paying Tenant(s) in Common upon demand the amount of any such advance plus interest thereon at the rate of ten percent (10%) per annum (unless the 10% rate exceeds the maximum rate of interest allowed by law; in which case, interest will be calculated at the highest rate allowed by law) until paid. The remedies against a nonpaying Tenant in Common provided for herein are in addition to any other remedies that may otherwise be available, including, but not limited to, the right to obtain a lien against the undivided interest in the Property of the nonpaying Tenant in Common to the extent allowed by law. Notwithstanding the preceding provisions, however, it is expressly understood and agreed that all such rights to, or to obtain, reimbursement, and any lien rights of a Tenant in Common pursuant hereto, shall be waived, and any statute of limitation applied thereto shall be tolled, during the term of any existing loan which encumbers the Property.

6. Encumbrance. Tenants in Common will not encumber their interest in the Property without the prior written consent of the holder of the most senior lien or encumbrance on the Property (the "Lender"), which consent may be withheld in such Lender's sole and absolute discretion.

7. Master Lessee as Agent. During the term of any loan by and among Master Lessee, Tenants in Common and any financial entity secured by the Property (or any successor replacement loan) (the "Loan"), each Tenant in Common hereby appoints the Master Lessee as the agent of the Tenant in Common and each Tenant in Common with respect to the following rights (collectively, the "Master Lessee Specified Rights"): (a) the right to receive any notice or other communication from Lender, provided that timely notice of such communication shall be given by Master Lessee to each Tenant in Common; (b) the right to receive service of process from Lender under the Loan, provided that timely notice of such service of process shall be given by Master Lessee to each Tenant in Common; and (c) the right to sign or execute documents and negotiate any changes to the Loan documents on behalf of the Tenant in Common and each Tenant in Common with respect to any transaction relating to the Loan, provided the unanimous consent of each Tenant in Common has been received by Master Lessee prior to execution.

8. Possession. The Tenants in Common intend to lease the Property at all times and no Tenant in Common shall have the right to occupy or use the Property at any time during the term of this Agreement.

9. Right of First Offer. If a Tenant in Common (a "Selling Owner") desires to sell its interest in the Property, then such Selling Owner shall first allow the other Tenants in Common and the Master Lessee (each an "Offeror" and collectively the "Offerors") to make an offer to purchase the Selling Owner's interest pursuant to the terms and conditions set forth in this Section 9. If a Selling Owner desires to sell its interest in the Property, such Selling Owner shall provide written notice (the "ROFO Notice") of its intent to sell its interest to each Offeror. The Offerors shall have the right, within thirty (30) days after receipt of such ROFO Notice, to deliver a written offer to the Selling Owner to purchase the Selling Owner's interest in the Property. If the Selling Owner does not accept an offer from any of the Offerors within fourteen

(14) days after receipt of each offer, then the Selling Owner shall be free to sell its interest in the Property to a purchaser other than an Offeror, provided that the sale of the Selling Owner's interest to a purchaser (other than an Offeror) is for a price greater than any purchase price offered by an Offeror pursuant to this Section 9 and is in compliance with the terms of any loan encumbering the Property. The rights contained herein shall be subject and subordinate to the terms of any loan documents encumbering the Property.

10. Right of Partition. The Tenants in Common agree that any Tenant in Common and any of its successors-in-interest shall have the right, while this Agreement remains in effect, to have the Property partitioned, and to file a complaint or institute any proceeding at law or in equity to have the Property partitioned in accordance with and to the extent provided by applicable law, to the extent permitted by any applicable documents evidencing or securing financing for the Property, and to the extent permitted by the terms of any loan documents encumbering the Property. The Tenants in Common acknowledge that partition of the Property may result in a forced sale by all of the Tenants in Common. To avoid the inequity of a forced sale and the potential adverse effect on the investment by the Tenants in Common, the Tenants in Common agree that, as a condition precedent to filing a partition action, the Tenant in Common filing such action ("Seller") shall first make a written offer ("Offer") to sell its undivided interest to the other Tenants in Common and the Master Lessee at a price equal to the Fair Market Value (as defined below) of Seller's undivided interest. The other Tenants in Common shall be entitled to purchase a portion of the selling Tenant in Common's interest in proportion to their undivided interest in the Property. In the event any Tenant in Common elects not to purchase its share of the selling Tenant in Common's interest, the Master Lessee shall be entitled to purchase such interest. "Fair Market Value" shall mean the fair market value of Seller's undivided interest in the Property on the date the Offer is made as determined in accordance with the procedures set forth below. The other Tenants in Common shall have thirty (30) days after delivery of the Offer to accept the offer. If any or all of the other Tenants in Common (the "Purchaser") accept the Offer, the Seller and the Purchaser shall commence negotiation of the Fair Market Value within fifteen (15) days after the offer is accepted. If the parties do not agree, after good faith negotiations, within ten (10) days, then each party shall submit to the other a proposal containing the Fair Market Value the submitting party believes to be correct ("Proposal"). If either party fails timely to submit a Proposal, the other party's submitted Proposal shall determine the Fair

Market Value. If both parties timely submit Proposals, then the Fair Market Value shall be determined by final and binding arbitration in accordance with the procedures set forth below. The parties shall meet within seven (7) days after delivery of the last Proposal and make a good faith attempt to mutually appoint a certified real estate appraiser who shall have been active full-time over the previous five (5) years in the appraisal of comparable properties located in the same area in which the Property is located to act as the arbitrator. If the parties are unable to agree upon a single arbitrator, then the parties each shall, within fifteen (15) days after the meeting, select an arbitrator that meets the foregoing qualifications. The two (2) arbitrators so appointed shall, within fifteen (15) days after their appointment, appoint a third arbitrator meeting the foregoing qualifications. The determination of the arbitrator(s) shall be limited solely to the issue of whether Seller's or Purchaser's Proposal most closely approximates the Fair Market Value. The decision of the single arbitrator or of the arbitrator(s) shall be made within thirty (30) days after the appointment of a single arbitrator or the third arbitrator, as applicable. The arbitrator(s) shall have no authority to create an independent structure of Fair Market Value or prescribe or change any or several of the components or the structure thereof; the sole decision to be made shall be which of the parties' Proposals shall determine the Fair Market Value of the Property. The decision of the single arbitrator or majority of the three (3) arbitrators shall be binding upon the parties. If either party fails to appoint an arbitrator within the time period specified above, the arbitrator appointed by one of them shall reach a decision which shall be binding upon the parties. The cost of the arbitrators shall be paid equally by the Seller and the Purchaser. The arbitration shall be conducted in Birmingham, Alabama, in accordance with Code of Civil Procedure applicable in the State of Alabama, as modified by this Agreement. The parties agree that Federal Arbitration Act, Title 9 of the United States Code, shall not apply to any arbitration hereunder. The parties shall have no discovery rights in connection with the arbitration. The decision of the arbitrator(s) may be submitted to any court of competent jurisdiction by the party designated in the decision. Such party shall submit to the court a form of judgment incorporating the decision of the arbitrator(s), and such judgment, when signed by a judge of the court, shall become final for all purposes and shall be entered by the clerk of the court on the judgment roll of the court. If one party refuses to arbitrate an arbitrable dispute and the party demanding arbitration obtains a court order directing the other party to arbitrate, the party demanding arbitration shall be entitled to all of its reasonable attorneys' fees and costs in

obtaining such order, regardless of which party ultimately prevails in the matter. By executing this Agreement each party is agreeing to have any dispute arising out of the matters included in the arbitration of disputes provision decided by neutral arbitration as provided by the law of Alabama and each party is giving up any rights it might possess to have the dispute litigated in a court or jury trial. By executing this Agreement each party is giving up its judicial rights to discovery and appeal. If a party refuses to submit to arbitration after agreeing to this provision, it may be compelled to arbitrate under the authority of the Code of Civil Procedure applicable in the State of Alabama. Each party's agreement to this arbitration provision is voluntary. The rights contained herein, including but not limited to those rights of the Tenants in Common to sell their undivided interests or make an Offer, shall be subject and subordinate to the terms of any loan documents encumbering the Property.

11. Bankruptcy Option.

11.1 Option. If, during the term of this Agreement, a Tenant in Common is Bankrupt, the other Tenants in Common shall have the right, to be exercised by written notice ("Bankruptcy Call Notice") to the Bankrupt Tenant in Common, to buy all of the Bankrupt Tenant in Common's interest in the Property. Upon receipt of the Bankruptcy Call Notice, the Bankrupt Tenant in Common shall be obligated to sell to the other Tenants in Common, and other Tenants in Common shall have the right to buy, the Bankrupt Tenant in Common's entire interest in the Property for the Fair Market Value of the Bankrupt Tenant in Common's interest in the Property as determined under Section 10 above. The other Tenants in Common shall be entitled to purchase a portion of the Bankrupt Tenant in Common's interest in proportion to their undivided interest in the Property. In the event any of the Tenants in Common elect not to purchase his share of the Bankrupt Tenant in Common's interest, the Master Lessee shall be entitled to purchase such interest. Should none of the other Tenants in Common elect to purchase such additional interests, the Master Lessee (or its affiliate) shall have the right to acquire such remaining share of the Bankrupt Tenant in Common's interest in the Property. Such purchase and sale shall be closed within thirty (30) days of the determination of Fair Market Value. The foregoing notwithstanding, if the applicable bankruptcy court or applicable bankruptcy rules require that the fair market value of the Bankrupt Tenant in Common's interest in the Property be determined through an alternate valuation method, the

parties may agree that such alternate valuation method shall be used to determine the fair market value of the Property that is subject to such court's jurisdiction in lieu of the procedure established in Section 10, as required by such court or the applicable rules.

11.2 Bankrupt. For the purposes of this Agreement, a Tenant in Common shall be considered Bankrupt if such Tenant in Common: (a) is unable to pay debts as they come due, including any debt associated with the Property; (b) admits in writing to its inability to pay debts as they come due, including any debt associated with the Property; (c) make a general assignment for the benefit of creditors; (d) files any petition or answer seeking to adjudicate it bankrupt or insolvent; (e) seeks liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of its debts; (f) seeks, consents to or acquiesces in the entry of an order for relief or the appointment of a receiver, trustee, custodian, or other similar official or for any substantial part of its property; (g) obtains the entry of an order for relief or approving a petition for relief or reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future bankruptcy, insolvency or similar statute, law or regulation or the filing of any such petition that is not dismissed in ninety (90) days; or (h) obtains or is subject to entry of an order appointing a trustee, custodian, receiver or liquidator of all or any substantial portion of its property, which order is not dismissed within sixty (60) days.

11.3 Right of First Refusal. If under federal bankruptcy law, similar debtor relief laws, or other laws affecting the Property, the option to purchase granted under this Section 11 is voided or declared unenforceable, other Tenants in Common shall have a right of first refusal to buy any interest in the Property of a Bankrupt Tenant in Common in the event of any proposed transfer by a trustee, receiver, conservator, liquidator, guardian, or other transferee. Such right of first refusal shall provide that other Tenants in Common may buy the Bankrupt Tenant in Common's interest in the Property at the same price and on the same terms as such Property is proposed to be sold by such trustee, receiver, conservator, liquidator, guardian or other transferee.

12. Loan Document Requirements. Each Tenant in Common acknowledges that the documents related to the Loan may prohibit their right to exercise their right to partition

and contain certain other requirements. Accordingly, the following are additional covenants of each Tenant in Common hereunder, applicable during the term of the Loan if prohibited by the Loan: (a) No partition actions shall be filed against the Property by Tenant in Common during the term of the Loan, (b) Each Tenant in Common irrevocably waives its right of partition with respect to the Property during the term of any Loan, and (c) Each Tenant in Common irrevocably waives the ability to exercise any lien rights or claims against the Property or any claims it may have against any other Tenant in Common during the term of the Loan.

13. General Provisions.

13.1 Mutuality, Reciprocity, Runs With the Land. All provisions, conditions, covenants, restrictions, obligations and agreements contained herein or in the Master Lease are made for the direct, mutual and reciprocal benefit of each and every part of the Property; shall be binding upon and shall inure to the benefit of each of the Tenants in Common and their respective heirs, executors, administrators, successors, devisees, representatives, lessees and all other persons acquiring any undivided interest in the Property or any portion thereof whether by operation of law or any manner whatsoever (collectively, "Successors"); shall create mutual, equitable servitudes and burdens upon the undivided interest in the Property of each Tenant in Common in favor of the interest of every other Tenant in Common; shall create reciprocal rights and obligations between the respective Tenants in Common, their interests in the Property, and their Successors; and shall, as to each of the Tenants in Common and their Successors operate as covenants running with the land, for the benefit of the other Tenants in Common pursuant to applicable law. It is expressly agreed that each covenant contained herein (a) is for the benefit of and is a burden upon the undivided interests in the Property of each of the Tenants in Common, (b) runs with the undivided interest in the Property of each Tenant in Common and (c) benefits and is binding upon each Successor owner during its ownership of any undivided interest in the Property, and each owner having any interest therein derived in any manner through any Tenant in Common or Successor. Every person or entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every restriction, provision, covenant, right and limitation contained herein, the Call Agreement or in the Master Lease, whether or not such person or entity expressly assumes such obligations or whether or not any

reference to this Agreement, the Call Agreement or the Master Lease is contained in the instrument conveying such interest in the Property to such person or entity. The Tenants in Common agree that, subject to the restrictions on transfer contained herein, any Successor shall become a party to this Agreement, the Call Agreement and the Master Lease upon acquisition of an undivided interest in the Property as if such person was a Tenant in Common initially executing this Agreement.

13.2 Attorneys' Fees. If any action or proceeding is instituted between all or any of the Tenants in Common arising from or related to or with this Agreement, the Tenant in Common or Tenants in Common prevailing in such action or proceeding shall be entitled to recover from the other Tenant in Common or Tenants in Common all of its or their costs of such action or proceeding, including, without limitation, attorneys' fees and costs as fixed by the court or arbitrator therein.

13.3 Entire Agreement. This Agreement, together with the Call Agreement and the Master Lease constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein.

13.4 Governing Law. This Agreement shall be governed by and construed under the internal laws of the State of Alabama without regard to choice of law rules.

13.5 Venue. Any action relating to or arising out of this Agreement shall be brought only in a court of competent jurisdiction located in Birmingham, Alabama.

13.6 Modification. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought, provided that any such modification, waiver, amendment, discharge or change

of this Agreement shall be subject to the terms of the documents evidencing and securing any loan secured by the Property.

13.7 Notice and Payments. Any notice to be given or other document or payment to be delivered by any party to any other party hereunder may be delivered in person, or may be deposited in the United States mail, duly certified or registered, return receipt requested, with postage prepaid, telecopy or by Federal Express or other similar overnight delivery service, and addressed to the party for whom intended, as follows:

To each Tenant in Common at its address set forth on its Separate Signature Page or Joinder Agreement attached hereto.

With a copy to each Tenant in Common at the most recent address for such Tenant in Common provided to the other Tenants in Common in a notice given pursuant to this Section 13.7. Not later than 210 days following the date hereof, Master Lessee shall provide to each Tenant in Common a list containing the name, address and percentage of undivided interests of each Tenant in Common.

Any party hereto may from time to time, by written notice to the others, designate a different address which shall be substituted for the one above specified. Unless otherwise specifically provided for herein, all notices, payments, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given upon receipt.

13.8 Successors in Interest. All provisions of this Agreement shall inure to the benefit of and shall be binding upon the successors-in-interest, and legal representatives of the parties hereto.

13.9 Term. This Agreement shall commence as of the date of recordation and shall terminate at such time as the Tenants in Common or their successors-in-interest no longer own the Property as tenants-in-common. In no event shall this Agreement continue beyond December 31, 2050. The bankruptcy, death, dissolution, liquidation, termination, incapacity or incompetency of a Tenant in Common shall not cause the termination of this Agreement.

13.10 Waivers. No act of any Tenant in Common shall be construed to be a waiver of any provision of this Agreement, unless such waiver is in writing and signed by the Tenant in Common affected. Any Tenant in Common hereto may specifically waive any breach of this Agreement by any other Tenant in Common, but no such waiver shall constitute a continuing waiver of similar or other breaches.

13.11 Counterparts. This Agreement may be executed in counterparts, each of which, when taken together, shall be deemed one fully executed original.

13.12 Severability. If any portion of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in full force and effect to the fullest extent permissible by law.

13.13 Time is of the Essence. Time is of the essence of each and every provision of this Agreement.

13.14 Intended Beneficiary. Any Lender from time to time with a mortgage on the Property is intended to be a third party beneficiary of the terms and provisions contained herein.

13.15 Subordination. This Agreement shall be subject and subordinate to the terms of any documents evidencing and securing a loan secured by a mortgage on the Property. To the extent that there are any inconsistencies between this Agreement and the terms of the loan documents encumbering the Property, the terms of the loan documents shall prevail.

13.16 Arbitration. Except as otherwise provided in Section 11 of this Agreement, unless the relief sought requires the exercise of the equity powers of a court of competent jurisdiction, any dispute arising in connection with the interpretation or enforcement of the provisions of this Agreement, or the application or validity thereof, shall be submitted to arbitration. Such arbitration proceedings shall be held in Birmingham, Alabama, in accordance with the commercial rules then applicable of the American Arbitration Association. This agreement to arbitrate shall be specifically enforceable. Any award rendered in any such

arbitration proceedings shall be final and binding on each of the parties hereto, and judgment may be entered thereon in any court of competent jurisdiction.

13.17 Termination. In the event that any of the Tenants in Common shall transfer all of their interest in the property described in Exhibit B to one or more other parties, then such Tenant in Common's rights and duties under this Tenants in Common Agreement are hereby automatically cancelled and terminated and the Tenant in Common is automatically eliminated as a party to this Agreement. No party shall be required to publicly file any cancellation or notice thereof in regard to such termination.

13.18 Lender Requirements. The Tenants in Common are entering into a new loan with LaSalle Bank National Association ("LaSalle"), Loan Number _____, in the original principal amount of \$2,100,000 ("Loan"). In accordance therewith, the parties agree as follows:

- (a) This Agreement may not be amended without the prior consent of LaSalle.
- (b) If the Master Lease dated _____, 2006 is terminated, then the Tenants in Common must appoint a Managing Tenant in Common, or a successor Master Lessee within ten (10) business days.
- (c) Each Tenant in Common waives any lien rights against any other Tenants in Common for so long as the LaSalle Loan remains outstanding.
- (d) Each Tenant in Common waives its right to partition so long as the LaSalle Loan remains outstanding.
- (e) Notwithstanding any terms contained herein to the contrary, any transfer of any interest in the Property is not permitted if such transfer violates Section 15 of the LaSalle Bank Mortgage/Deed of Trust.
- (f) 224 HM Group I, LLC shall coordinate the operations of the Property with the Master Lessee, who shall have the authority as set forth in the Master Lease.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

MASTER LESSEE:

224 HM Master Lessee, LLC
An Alabama limited liability company

By: [Signature]
Douglas M. Clayton, Manager

STATE OF South Carolina)
COUNTY OF Horry) ss:

On March 29, 2006, before me, Jessica Isaacson personally appeared **Douglas M. Clayton, Manager of 224 HM Master Lessee, LLC**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Jessica Isaacson
Jessica Isaacson, Notary Public
Name Typed or Printed
My Commission expires: July 12, 2015

SEPARATE SIGNATURE PAGES ATTACHED FOR TENANTS IN COMMON

TENANTS IN COMMON AGREEMENT
Hillside

SEPARATE SIGNATURE PAGE

224 HM GROUP I, LLC
An Alabama limited liability company

By: [Signature]
Douglas M. Clayton, Manager

STATE OF North Carolina)
COUNTY OF Forsyth) ss:

On March 30, 2006, before me, Joanne Ragan
personally appeared **Douglas M. Clayton, Manager of 224 Group I, LLC**, personally known to
me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their signature on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

WITNESS my hand and official seal.

Notary Public
North Carolina
COUNTY OF FORSYTH
JOANNE RAGAN

[Signature] Notary Public
My Commission expires: 12-18-2006

TENANTS IN COMMON AGREEMENT
Hillside

SEPARATE SIGNATURE PAGE

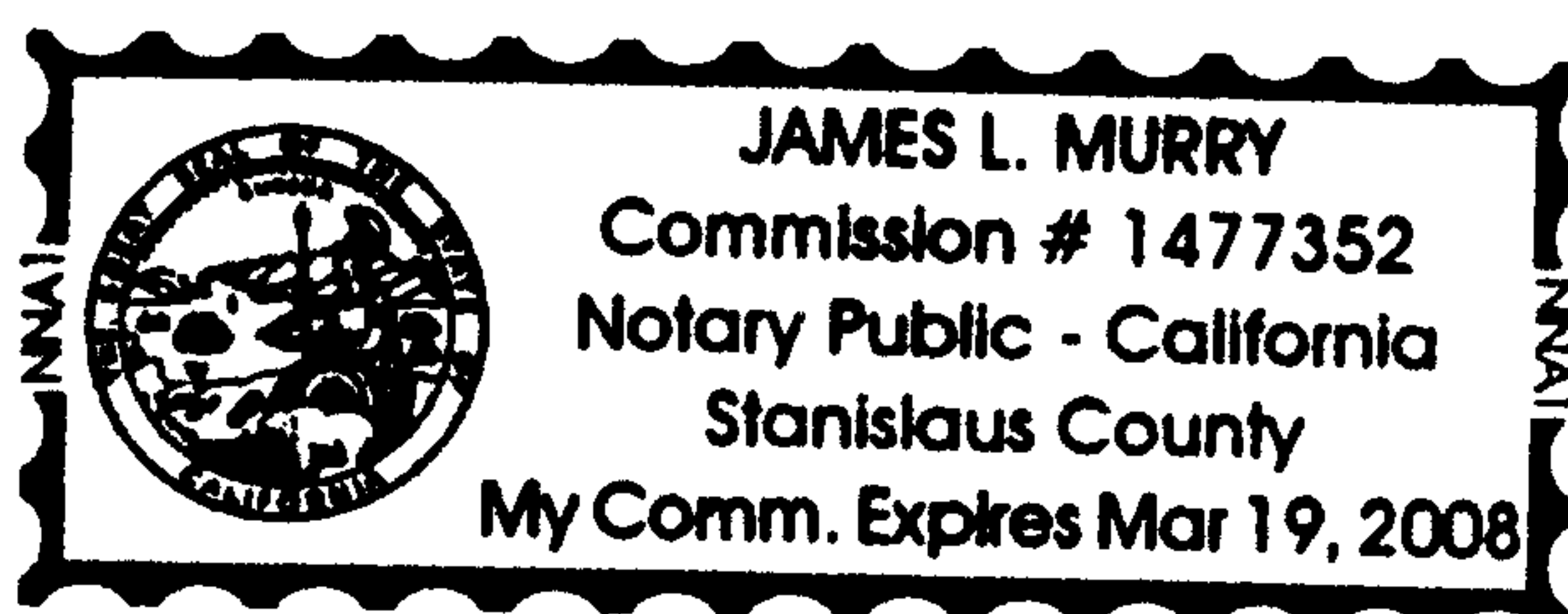
224 HM PRIVATE INVESTOR I, LLC
An Alabama limited liability company

By: Joe Hollaway
Joe Hollaway, Manager

STATE OF California)
) ss:
COUNTY OF Stanislaus)

On March 30, 2006, before me, JAMES L. MURRY
personally appeared **Joe Hollaway, Manager of 224 HM Private Investor I, LLC**, personally
known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on
the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

WITNESS my hand and official seal.



James L. Murry
Notary Public
My Commission expires: 3/19/08

20060407000161110 19/36 \$130.00
Shelby Cnty Judge of Probate, AL
04/07/2006 10:56:16AM FILED/CERT

TENANTS IN COMMON AGREEMENT
Hillside

SEPARATE SIGNATURE PAGE

224 HM PRIVATE INVESTOR II, LLC
An Alabama limited liability company

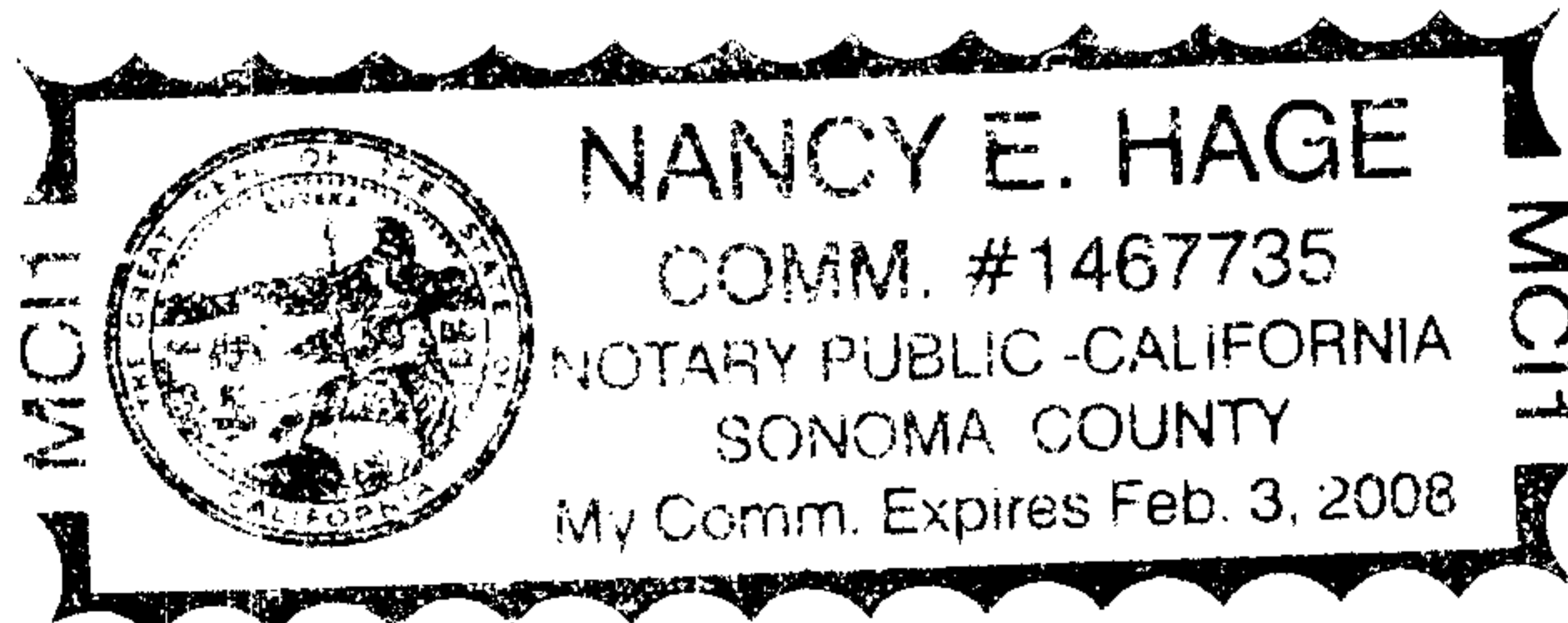
By: Lawrence Homer Manager
Lawrence Homer, Manager

By: Linda Homer Manager
Linda Homer, Manager

STATE OF California)
COUNTY OF Sonoma) ss:

On 3/30, 2006, before me, Nancy E Hage, Notary Pub lic
personally appeared **Lawrence Homer and Linda Homer, Managers of 224 HM Private Investor II, LLC**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

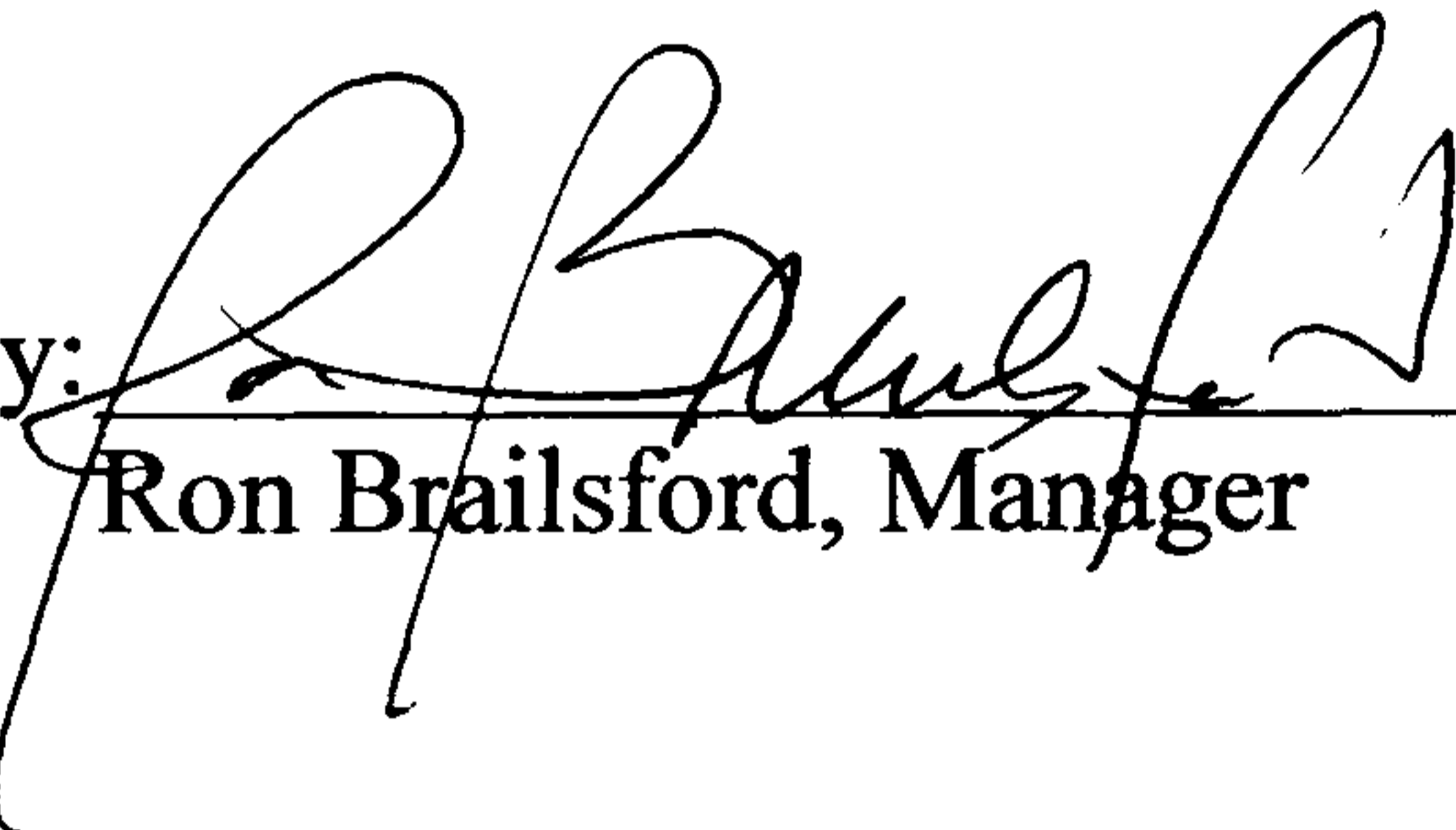


Nancy E Hage
Notary Public
My Commission expires: 2-3-2008

TENANTS IN COMMON AGREEMENT
Hillside

SEPARATE SIGNATURE PAGE

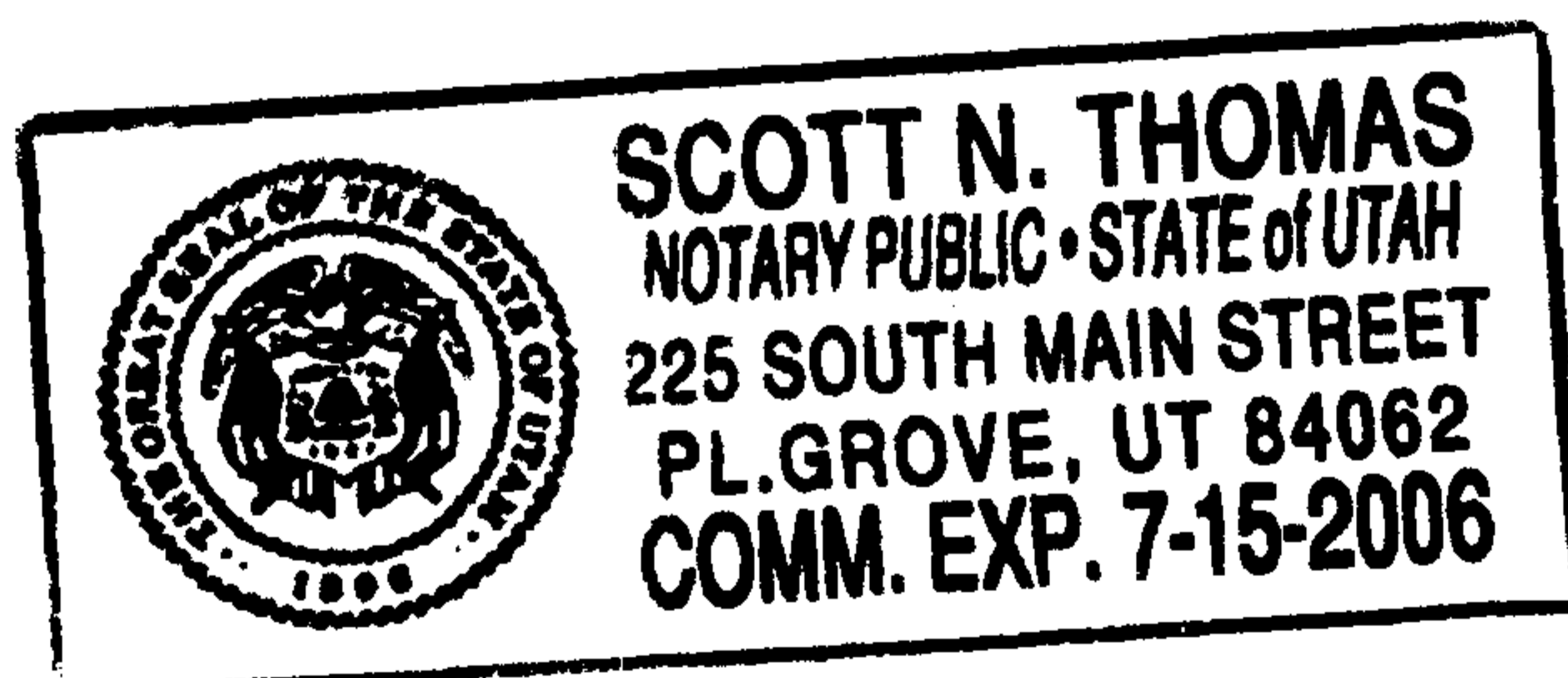
224 HM PRIVATE INVESTOR III, LLC
An Alabama limited liability company

By: 
Ron Brailsford, Manager

STATE OF UTAH)
) ss:
COUNTY OF UTAH)

On 3-29-, 2006, before me, Scott N. Thomas
personally appeared **Ron Brailsford, Manager of 224 HM Private Investor III, LLC**,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

WITNESS my hand and official seal.




Scott N. Thomas
Notary Public
My Commission expires: 7-15-2006

TENANTS IN COMMON AGREEMENT
Hillside

SEPARATE SIGNATURE PAGE


224 HM PRIVATE INVESTOR IV, LLC
An Alabama limited liability company

By: 
David Phelps, Manager

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

On 3/31, 2006, before me, ELSPETH PAPPAS
personally appeared **David Phelps, Manager of 224 HM Private Investor IV, LLC**, personally
known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on
the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

WITNESS my hand and official seal.

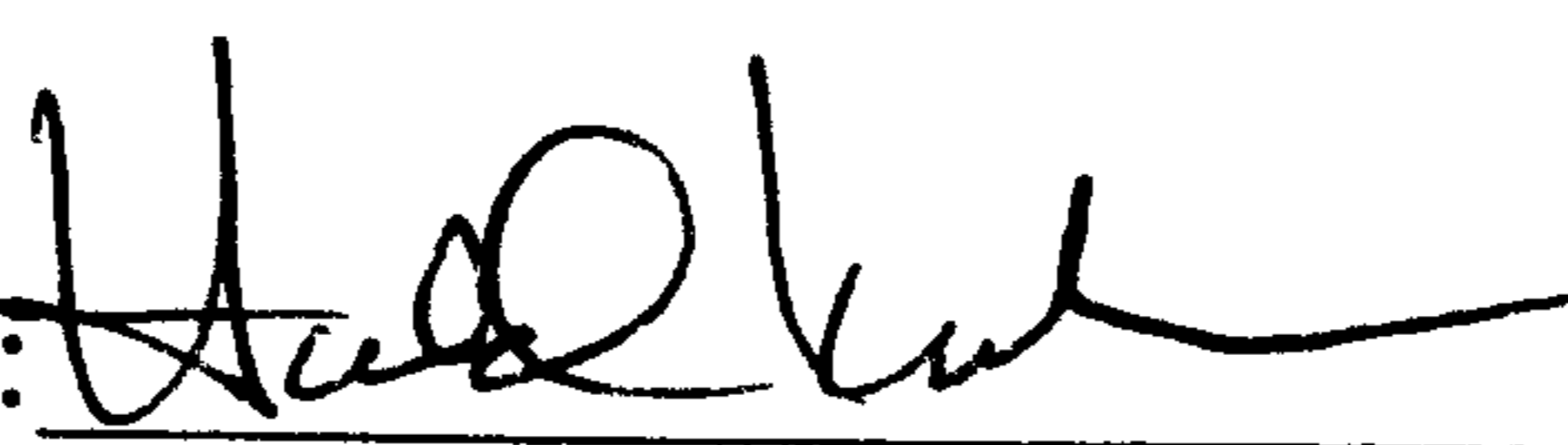

ELSPETH PAPPAS Notary Public
My Commission expires: _____



TENANTS IN COMMON AGREEMENT
Hillside

SEPARATE SIGNATURE PAGE

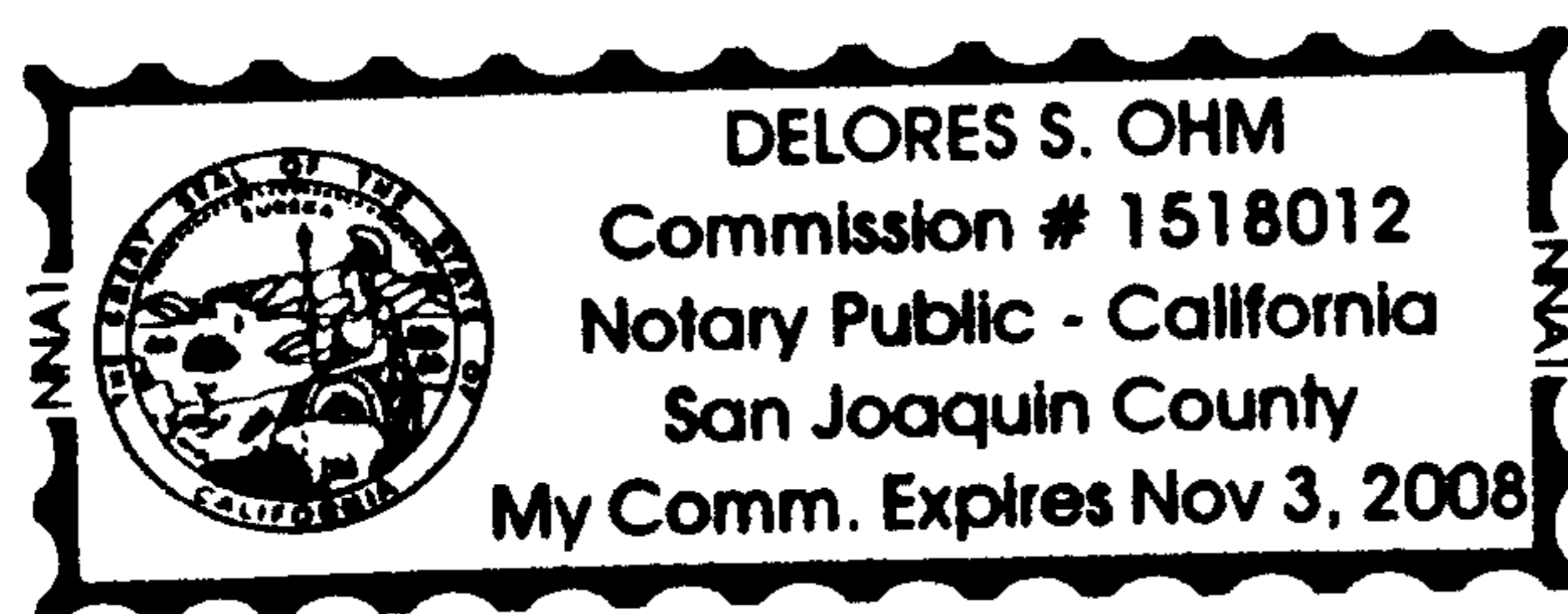
224 HM PRIVATE INVESTOR V, LLC
An Alabama limited liability company

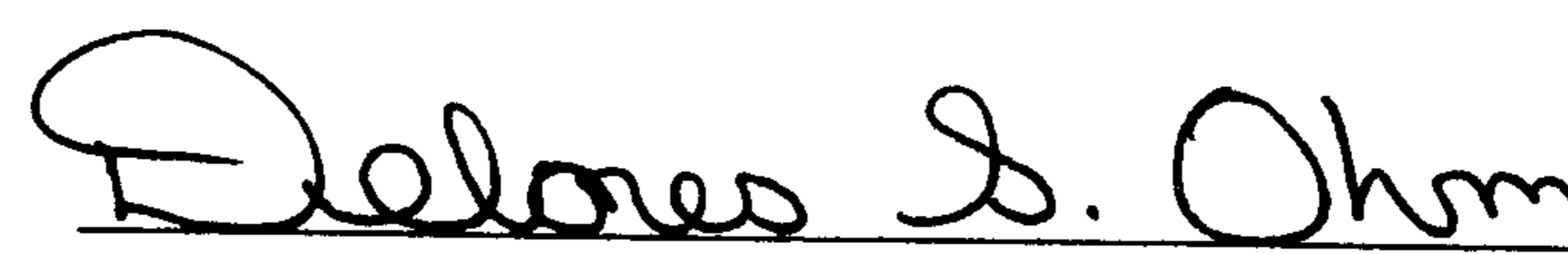
By: 
Harold Kushins, Manager

STATE OF Calif)
COUNTY OF San Joaquin) ss:

On March 31, 2006, before me, Delores S Ohm
personally appeared **Harold Kushins, Manager of 224 HM Private Investor V, LLC**,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

WITNESS my hand and official seal.




Notary Public
My Commission expires: 12/3/08

20060407000161110 23/36 \$130.00
Shelby Cnty Judge of Probate, AL
04/07/2006 10:56:16AM FILED/CERT

TENANTS IN COMMON AGREEMENT
Hillside

SEPARATE SIGNATURE PAGE

224 HM PRIVATE INVESTOR^{VI}, LLC
An Alabama limited liability company

By: Philip Henry Houle, Manager
Philip Henry Houle, Manager

STATE OF Vermont)
) ss:
COUNTY OF Lamoille)

On March 29, 2006, before me, Julia K Patch
personally appeared **Philip Henry Houle, Manager of 224 HM Private Investor VI, LLC**,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

WITNESS my hand and official seal.

Julia K Patch

Notary Public
My Commission expires: 2-10-07

TENANTS IN COMMON AGREEMENT
Hillside

SEPARATE SIGNATURE PAGE

224 HM PRIVATE INVESTOR VII, LLC
An Alabama limited liability company

By: Phyllis Ann Houle, Manager
Phyllis Ann Houle, Manager

STATE OF Vermont)
COUNTY OF Lamoille) ss:
)

On March 29, 2006, before me, Julia K Patch
personally appeared **Phyllis Ann Houle, Manager of 224 HM Private Investor VII, LLC**,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

WITNESS my hand and official seal.

Julia K Patch
Notary Public
My Commission expires: 2-10-07

TENANTS IN COMMON AGREEMENT
Hillside

SEPARATE SIGNATURE PAGE

224 HM PRIVATE INVESTOR VIII, LLC
An Alabama limited liability company

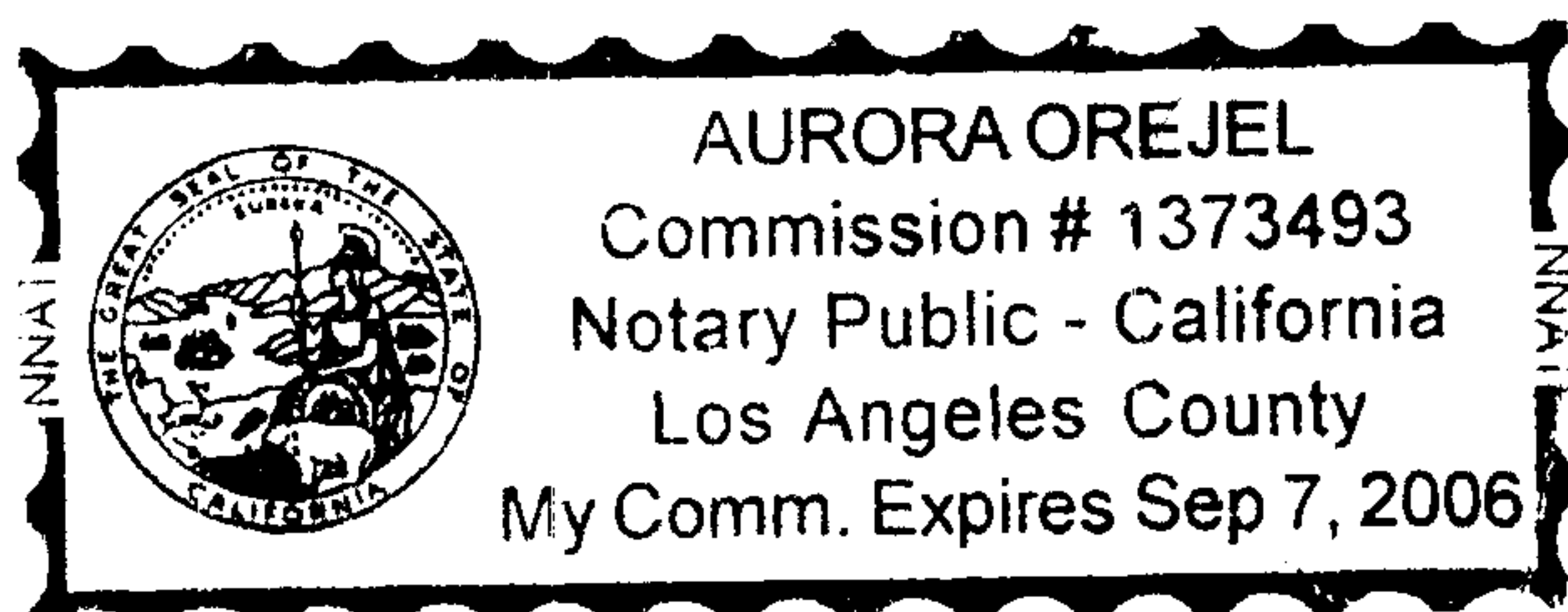
By: *Thomas W. Hruden*

Thomas W. Hruden, Manager

STATE OF *California*)
COUNTY OF *Los Angeles*) ss:

On *March 31*, 2006, before me, *Aurora Orejel*
personally appeared **Thomas W. Hruden, Manager of 224 HM Private Investor VIII, LLC**,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

WITNESS my hand and official seal.



Aurora Orejel Notary Public
My Commission expires: *Sep. 7, 2006*

TENANTS IN COMMON AGREEMENT
Hillside

SEPARATE SIGNATURE PAGE

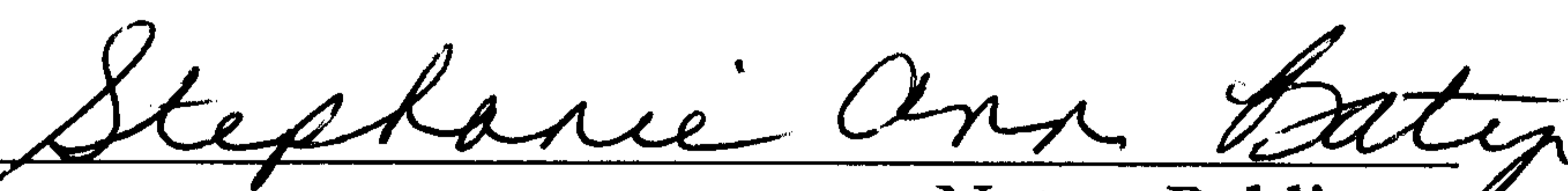
224 HM PRIVATE INVESTOR IX, LLC
An Alabama limited liability company

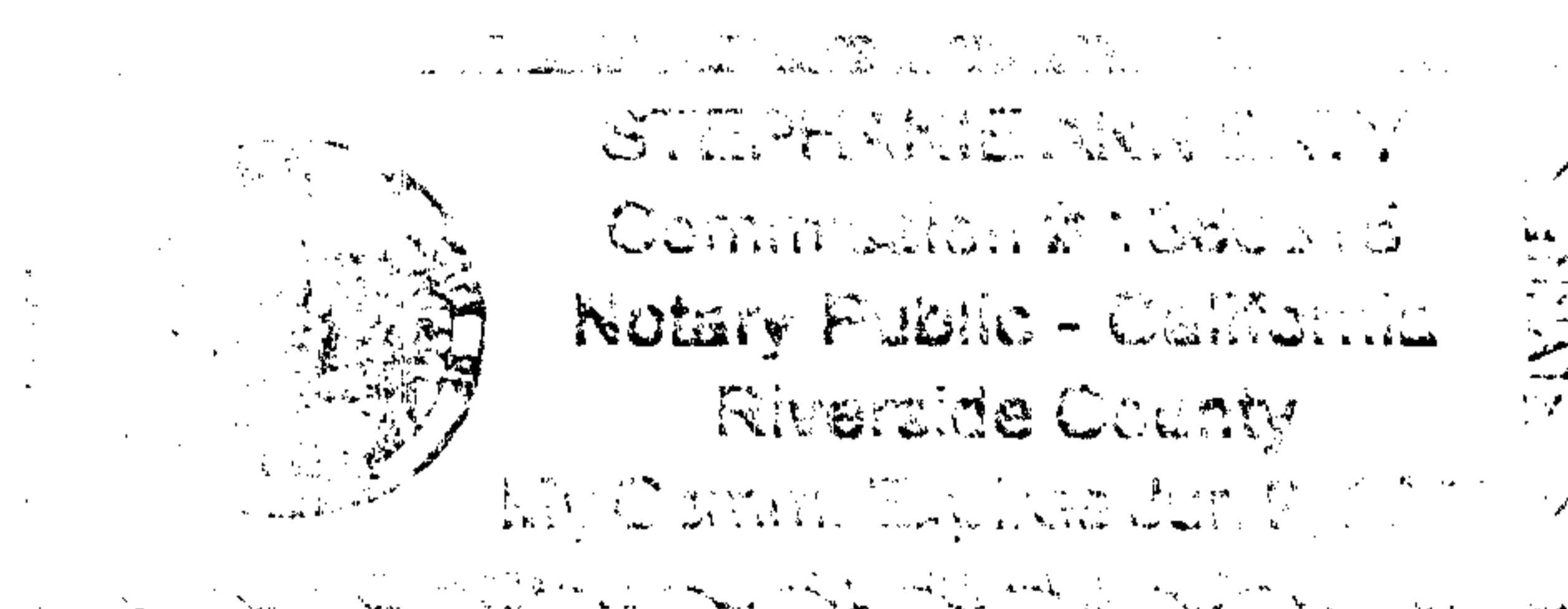
By: 
James J. Collings, Manager

STATE OF California)
) ss:
COUNTY OF Riverside)

On 3-30, 2006, before me, Stephanie Ann Baty
personally appeared **James J. Collings, Manager of 224 HM Private Investor IX, LLC**,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

WITNESS my hand and official seal.


Notary Public
My Commission expires: 6-9-06



TENANTS IN COMMON AGREEMENT
Hillside

SEPARATE SIGNATURE PAGE

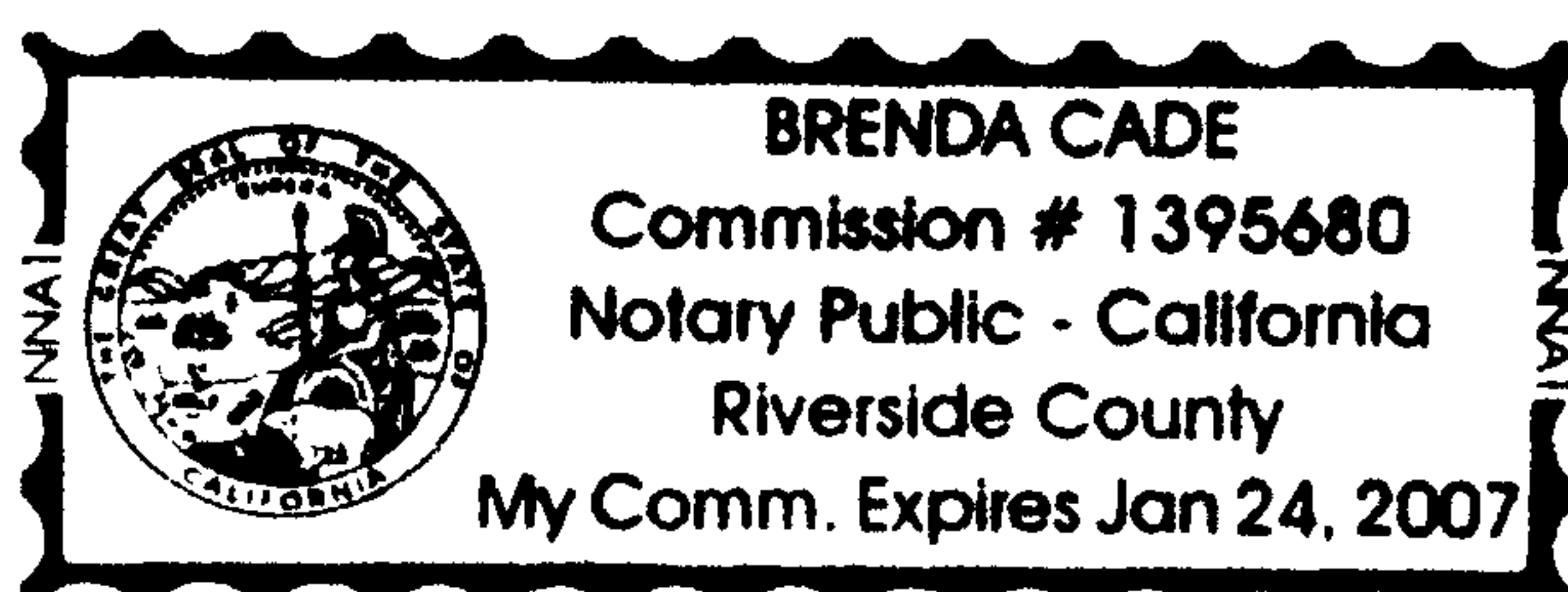
224 HM PRIVATE INVESTOR X, LLC
An Alabama limited liability company

By: *Desiree Collings*
Desiree D. Collings, Manager

STATE OF CALIFORNIA)
) ss:
COUNTY OF RIVERSIDE)

On March 30, 2006, before me, Brenda Cade
personally appeared **Desiree D. Collings, Manager of 224 HM Private Investor X, LLC**,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that
~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(~~ies~~), and that by ~~his/her/their~~
signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

WITNESS my hand and official seal.



Brenda Cade
Brenda CADE Notary Public
My Commission expires: Jan 24, 2007

TENANTS IN COMMON AGREEMENT
Hillside

SEPARATE SIGNATURE PAGE

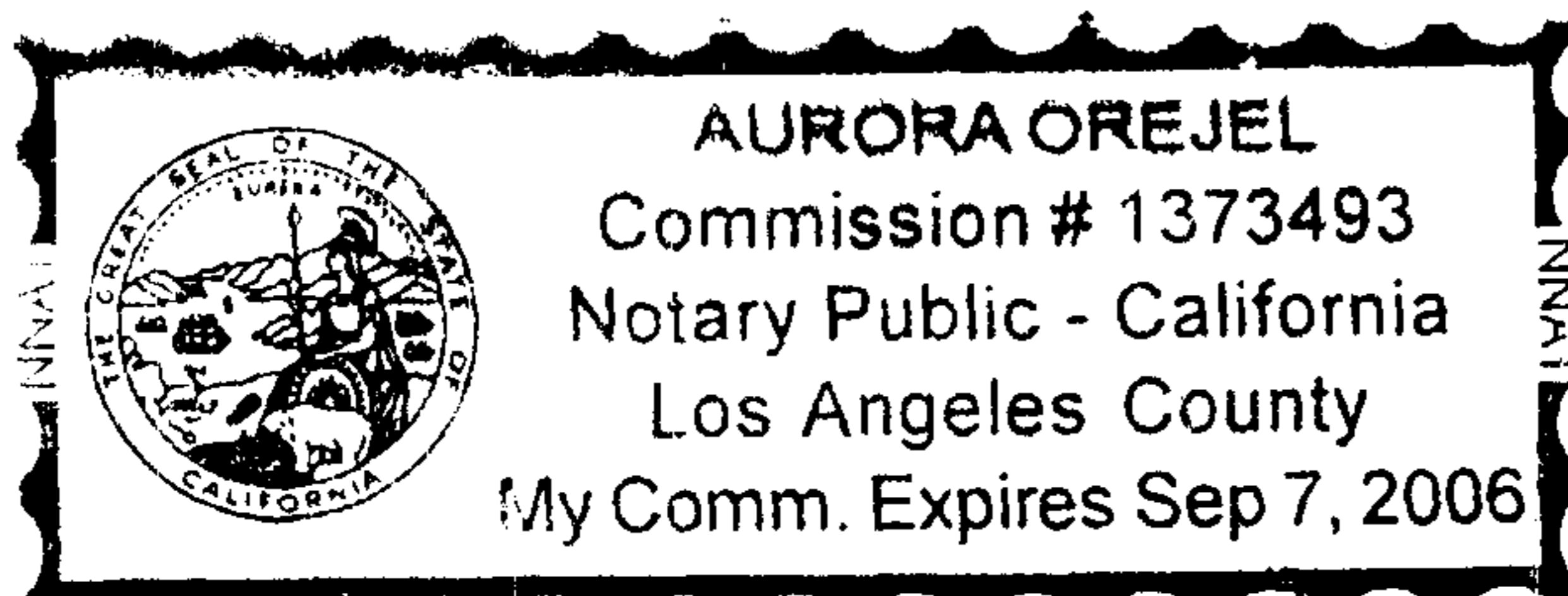
224 HM PRIVATE INVESTOR XI, LLC
An Alabama limited liability company

By: Barbara A. Hruden
Barbara A. Hruden, Manager

STATE OF California)
) ss:
COUNTY OF Los Angeles)

On March 31, 2006, before me, Aurora Orejel
personally appeared **Barbara A. Hruden, Manager of 224 HM Private Investor XI, LLC**,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

WITNESS my hand and official seal.

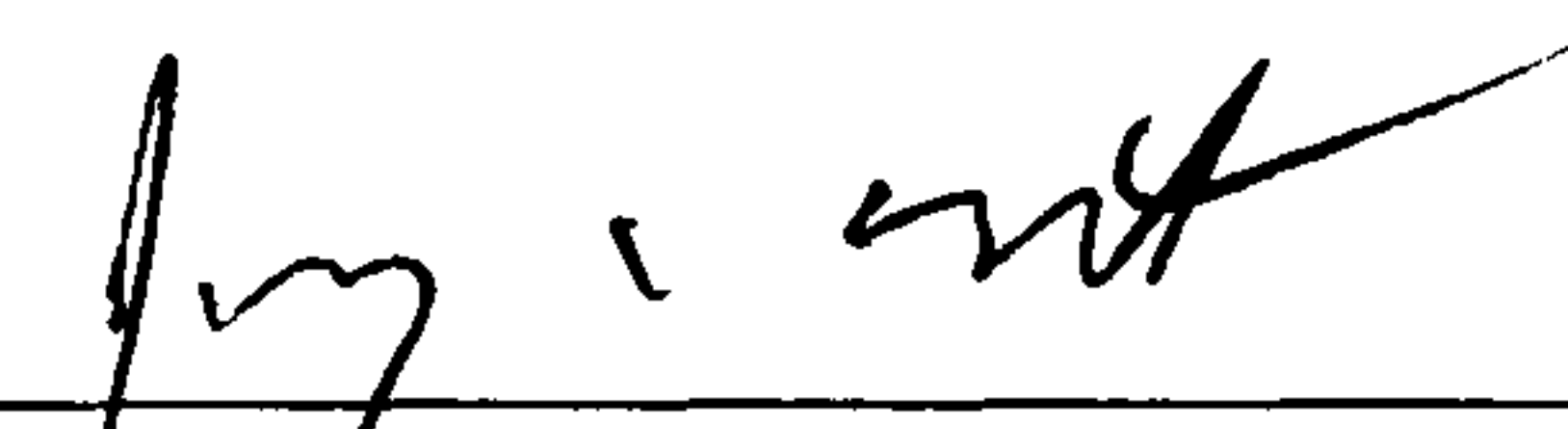


Aurora Orejel
Aurora Orejel Notary Public
My Commission expires: 9/7/06

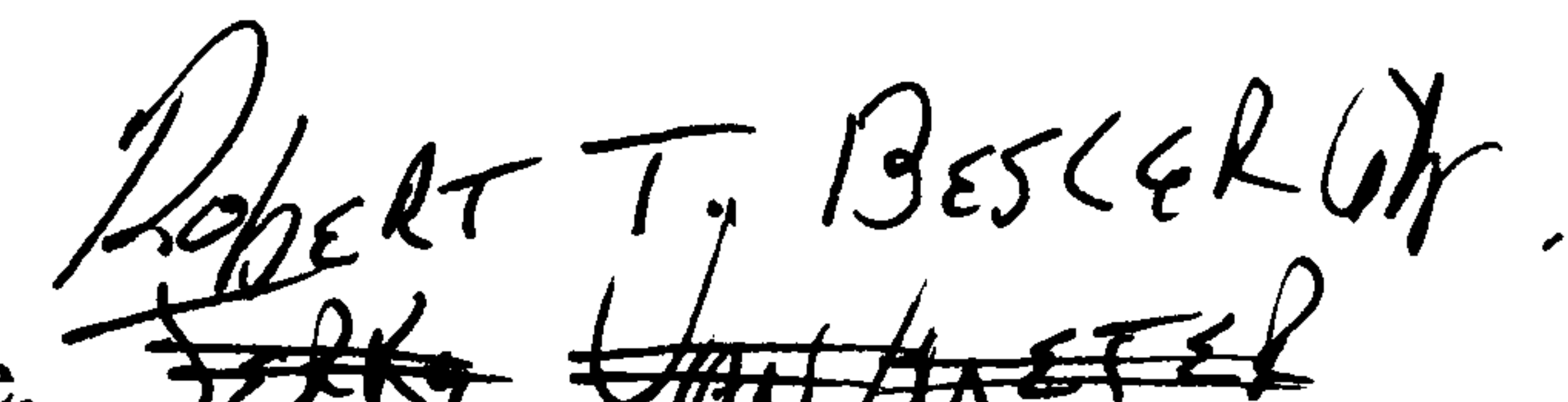
TENANTS IN COMMON AGREEMENT
Hillside

SEPARATE SIGNATURE PAGE

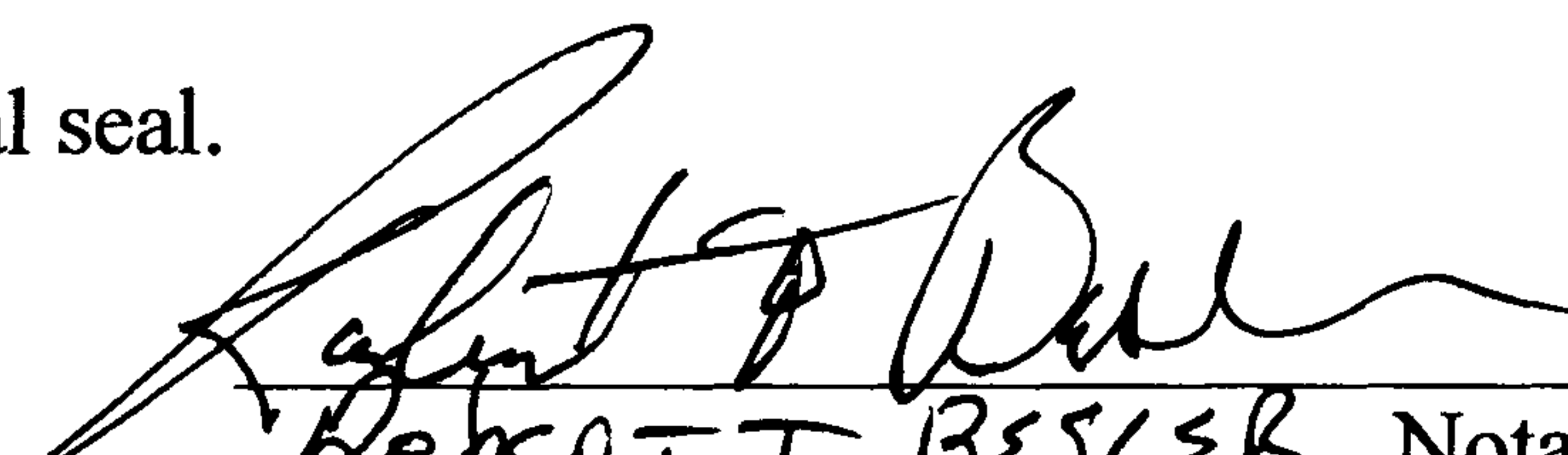
224 HM PRIVATE INVESTOR XII, LLC
An Alabama limited liability company

By: 
Jerry Van Meter, Manager

STATE OF CALIFORNIA)
) ss:
COUNTY OF ORANGE)

On MARCH 31ST, 2006, before me, ,
personally appeared **Jerry Van Meter, Manager of 224 HM Private Investor XII, LLC**,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

WITNESS my hand and official seal.


ROBERT T. BESLER Notary Public
My Commission expires: JUNE 29th 2009

TENANTS IN COMMON AGREEMENT
Hillside

SEPARATE SIGNATURE PAGE

224 HM PRIVATE INVESTOR XIII, LLC
An Alabama limited liability company

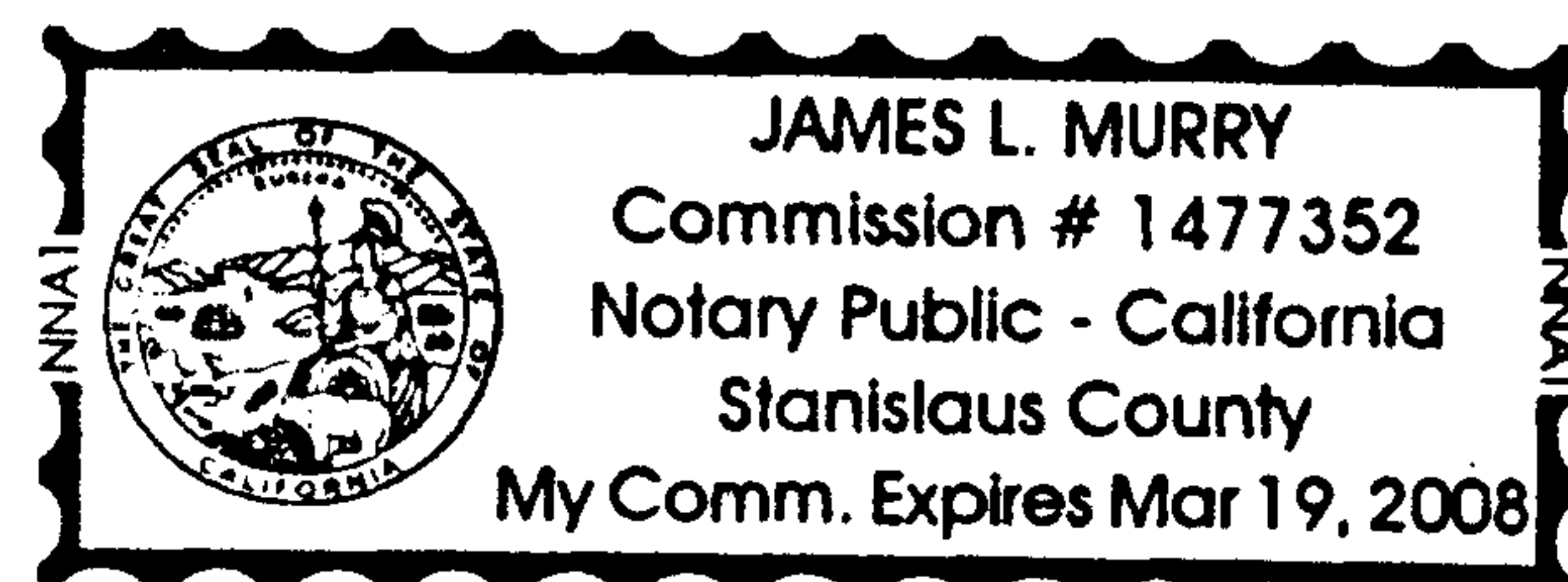
By: Elvera Hollaway
Elvera Hollaway, Manager

STATE OF CALIFORNIA)
) ss:
COUNTY OF STANISLAUS)

On MARCH 30, 2006, before me, JAMES L. MURRY
personally appeared **Elvera Hollaway, Manager of 224 HM Private Investor XIII, LLC**,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

WITNESS my hand and official seal.

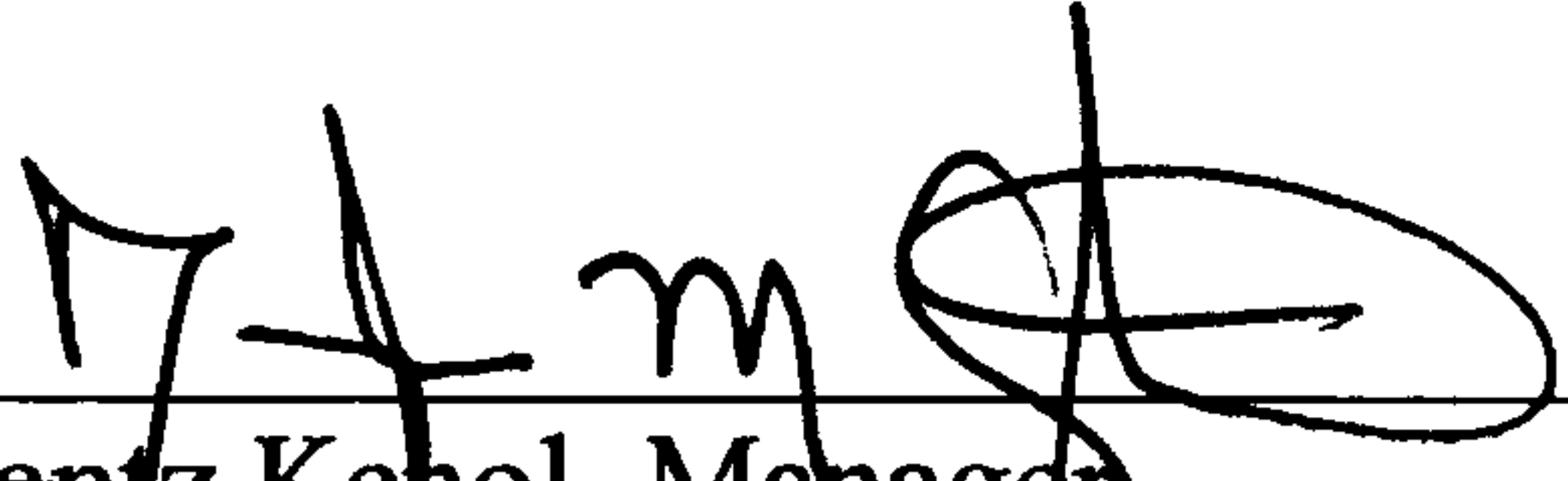
James L. Murry
Notary Public
My Commission expires: 3/19/08



TENANTS IN COMMON AGREEMENT
Hillside

SEPARATE SIGNATURE PAGE


224 HM PRIVATE INVESTOR XIV, LLC
An Alabama limited liability company

By: 
~~Frantz Kehol, Manager~~
DOUGLAS M. CLAYTON

STATE OF South Carolina)
) ss:
COUNTY OF Horry)

On March 29, 2006, before me, Jessica Isaacson
personally appeared ~~Frantz Kehol, Manager of 224 HM Private Investor XIV, LLC,~~
~~DOUGLAS M. CLAYTON~~
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

WITNESS my hand and official seal.


Jessica Isaacson Notary Public
My Commission expires: July 12, 2015

TENANTS IN COMMON AGREEMENT
Hillside

SEPARATE SIGNATURE PAGE

224 HM PRIVATE INVESTOR XV, LLC
An Alabama limited liability company


By: [Signature]
Frantz Kenol, Manager
DOUGLAS M. CLAYTON

STATE OF South Carolina)
COUNTY OF Horry) ss:

On March 29, 2006, before me, Jessica Isaacson, personally appeared **Frantz Kenol, Manager of 224 HM Private Investor XV, LLC**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Jessica Isaacson
Jessica Isaacson Notary Public
My Commission expires: July 12, 2015


20060407000161110 33/36 \$130.00
Shelby Cnty Judge of Probate, AL
04/07/2006 10:56:16AM FILED/CERT

EXHIBITS

Exhibit "A"

Form of Joinder Agreement

Exhibit "B"

Description of the Property

EXHIBIT "A"

JOINDER TO TENANTS IN COMMON AGREEMENT

THIS JOINDER is executed by _____, a
_____ limited liability company ("Tenant in Common"), which hereby agrees as follows:

1. All capitalized terms used herein and not defined in this Joinder shall have the meanings provided in that certain Tenants in Common Agreement (the "Agreement") dated as of _____, 2006 executed in connection with the property located at 224 1st Street North, Alabaster, Shelby County, Alabama 35007 (the "Property").
2. As required by the Assignment Agreement pursuant to which Tenant in Common purchased an undivided interest in the Property, Tenant in Common is executing this Joinder to become a party to the Agreement.
3. The Tenant in Common is purchasing and acquiring the undivided percentage tenancy in common interest in the Property as set forth on the signature page to this Joinder.
4. Each and every term, condition, representation, warranty, and other provision of the Agreement, by this reference, is incorporated herein as if set forth herein in full and the undersigned agrees to fully and timely perform each and every obligation of a Tenant in Common under the Agreement.

Dated: _____

_____, LLC
An Alabama limited liability company

By: _____
_____, Manager

_____ % undivided tenancy in common
interest in the Property

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Shelby Cnty Judge of Probate, AL
04/07/2006 10:56:16AM FILED/CERT

STATE OF _____)
) ss:
COUNTY OF _____)

On _____, 2006, before me, _____
personally appeared _____
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

WITNESS my hand and official seal.

Notary Public
My Commission expires: _____



20060407000161110 36/36 \$130.00
Shelby Cnty Judge of Probate, AL
04/07/2006 10:56:16AM FILED/CERT

Exhibit "B"

PARCEL I:

Part of Lots 12 and 13 and 14, in Block 2, of Nickerson-Scott Survey as recorded in Map Book 3, page 34, in the Probate Office of Shelby County, Alabama.

ALSO, a parcel of land situated in the Southeast quarter of the Southeast quarter of Section 35, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Begin at a point on the Easterly right of way of U.S. Highway 31, also known as Montgomery Highway and First Street, said point being on the Southerly line of said Lot 12, Block 2 of said Nickerson-Scott Survey and run in an Easterly direction along the Southerly line of said Lot 12 and a projection thereof for a distance of 262.73 feet; thence turn an angle to the left of 90° 03' 16" and run in a Northerly direction for a distance of 149.91 feet; thence turn an angle to the left of 89° 56' 44" and run in a Westerly direction along a line, which is a projection of the Northerly line of said Lot 14, Block 2, of said Nickerson-Scott Survey, and along said Northerly line of said Lot 14 for a distance of 262.55 feet to a point on said Easterly right of way of U.S. Highway 31 (Montgomery Highway, First Street); thence turn an angle to the left of 89° 59' 08" and run in a Southerly direction along said right of way for a distance of 149.91 feet to the point of beginning.

PARCEL II:

Part of Lots 15, 16 and 17, in Block 2, of Nickerson-Scott Survey, as recorded in Map Book 3, page 34, in the Probate Office of Shelby County, Alabama.

ALSO, a parcel of land situated in the Southeast quarter of the Southeast quarter of Section 35, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Begin at a point on the Easterly right of way of U.S. Highway 31, also known as Montgomery Highway and First Street, said point being on the Southerly line of said Lot 15, Block 2 of said Nickerson-Scott Survey, and run in an Easterly direction along the Southerly line of said Lot 15, and a projection thereof for a distance of 262.55 feet; thence turn an angle to the left of 90° 03' 16" and run in a Northerly direction for a distance of 50.37 feet; thence turn an angle to the left of 90° 02' 51" and run in a Westerly direction along a line which is a projection of the Northerly line of said Lot 15 for a distance of 100.08 feet to the Northeast corner of said Lot 15; thence turn an angle to the right of 89° 59' 56" and run in a Northerly direction along the Easterly line of said Lot 16 and 17, Block 2 of said Nickerson-Scott Survey for a distance of 60.02 feet; thence turn an angle to the left of 89° 58' 10" and run in a Westerly direction for a distance of 162.29 feet to a point on said Easterly right of way of U.S. Highway 31 (Montgomery Highway, First Street); thence turn an angle to the left of 89° 54' 47" and run in a Southerly direction along said right of way for a distance of 110.00 feet to the point of beginning.

All situated in Shelby County, Alabama.

Also Described As:

Beginning at an existing iron rebar set by Weygand being the locally accepted Southwest corner of Lot 12, Block 2, Nickerson-Scott Survey, as recorded in Map Book 3, Page 34, in the Probate Office of Shelby County, Alabama, and also being on the East right-of-way line of the Montgomery Highway, run in an Easterly direction along the South line of said Lot 12 and its Easterly extension thereof for a distance of 262.73 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 89° 59' 17" and run in a Northerly direction for a distance of 199.87 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 90° 01' 23" and run in a Westerly direction for a distance of 100.08 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of 89° 59' 20" and run in a Northerly direction for a distance of 60.01 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 89° 58' 01" and run in a Westerly direction for a distance of 162.24 feet to an existing iron rebar set by Weygand and being on the East right-of-way line of said Montgomery Highway; thence turn an angle to the left of 89° 54' 59" and run in a Southerly direction along the East right-of-way line of said Montgomery Highway for a distance of 259.89 feet, more or less, to the point of beginning.