

**AMENDMENT NO. 1 TO DECLARATION OF PROTECTIVE COVENANTS  
FOR  
LEE BRANCH CORPORATE CENTER**

Dated as of June 13, 2006

**AIG BAKER LEE BRANCH, L.L.C.**, a Delaware limited liability company (the "Developer") hereby agrees as follows:

1. **Preliminary Statements.** Developer heretofore entered into that certain Declaration of Protective Covenants for Lee Branch Corporate Center dated February 22, 2000, recorded in the Probate Office of Shelby County, Alabama, as Instrument No. 2000-05486 (the "Declaration"). Developer desires to amend the Declaration in the manner set forth in this Amendment No. 1 to Declaration of Protective Covenants for Lee Branch Corporate Center (this "Amendment") effective as of the date hereof, unless otherwise indicated.

2. **Definitions.** As used herein, the term "Declaration" means the Declaration as hereby amended and modified. Unless the context otherwise requires, all capitalized terms used herein without definition shall have the definitions provided therefore in the Declaration.

3. **Amendments.** Subject to the conditions hereof, the Declaration is hereby amended as follows:

(a) The following shall be added as a second paragraph of Section 7.01:

No portion of the Office Lots may be sold, leased, occupied or used for any of the following prohibited uses or operations that produce or are accompanied by the following characteristics, without the prior written consent of Developer which may be withhold, conditioned or delayed in Developer's sole discretion:

(a) Any office or flex space use that would require any deliveries by an 18-wheel truck (i.e., no such vehicles are permitted within the office park);

(b) Any use which emits or results in strong, unusual or offensive odors, fumes, dust or vapors, is a public or private nuisance, emits noise or sounds which are objectionable due to intermittence, beat, frequency, shrillness or loudness, creates a hazardous condition, or is used, in whole or in part, as or for warehousing or the dumping or disposing of garbage or refuse.

(c) Any operation primarily used as a storage facility and any assembling, manufacturing, distilling, refining, smelting, agricultural, or mining operation;

(d) Any retail (including, without limitation, restaurant or food use and retail bank uses) industrial, residential or lodging use;

(e) Any mortuary or funeral home, or any offices or stores that administer, produce, manage or are otherwise related to any of the foregoing;

(f) Any "Pornographic Use", which shall include, without limitation, offices or stores that sell, administer, manage, produce or are otherwise related to, the sale of books, magazines or other publications containing any combination of photographs, drawings or sketches of a sexual nature, which are not primarily scientific or educational, or offices or stores that sell, administer, manage, produce or are otherwise related to, the offering for exhibition, sale or rental video cassettes or other medium capable of

projecting, transmitting or reproducing, independently or in conjunction with another device, machine or equipment, an image or series of images, the content of which has been rated or advertised generally as NC-17 or "X" or unrated by the Motion Picture Rating Association, or any successor thereto; By way of example only, the foregoing specifically prohibits a call center for a magazine selling any of the foregoing or publication company producing any of the foregoing;

(g) Any training or education facility, including but not limited to: beauty schools, barber colleges, reading rooms, places of instruction or other operations catering primarily to students or trainees rather than to customers; provided, however, this prohibition shall not be applicable to on-site employee training by an occupant incidental to the conduct of its business within the Development;

(h) Any gambling facility or operation, including but not limited to: off-track or sports betting parlor; table games such as black-jack or poker; slot machines; video poker/black-jack/keno machines or similar devices; or bingo hall, or any offices or stores that administer, produce, manage or are otherwise related to any of the foregoing;

(i) Any unlawful use;

(j) Any church or other place of religious worship;

(k) hotel/motel;

(l) daycare center;

(m) veterinary office;

(n) medical uses, including, without limitation, medical offices that administer and/or service patients or third parties, including, without limitation, holistic health and mental health facilities, dental practices, or eye care practices;

(o) spa or beauty salon;

(p) any use that compromises the first class nature and integrity of the Development in the sole opinion of the Developer

(b) The following shall be added as a second paragraph of Section 9.01:

For any Office Lot where Owners are required to be members of nonprofit corporation incorporated under the laws of the State of Alabama for the purpose of governing one or more units within an Office Lot, including, but not limited to, any condominium association created for condominium units established within an Office Lot and any board of representatives required to be elected in the event that a condominium form of ownership is terminated pursuant to the Alabama Uniform Condominium Act of 1991 (collectively, a "Lot Association"), the Owner shall be deemed to mean the applicable Lot Association on behalf of the owners of the Office Lot and units therein, except as expressly provided otherwise by this Declaration.

4. **Force and Effect of Amendment.** Except as specifically amended, modified or supplemented as set forth in this Amendment, the Declaration remains in full force and effect. This Amendment shall be binding only on those Lots owned by Developer as of the date hereof.

5. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be an original and taken together shall constitute one and the same document. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document. The failure of any party hereto to execute this Amendment or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

6      **Entire Agreement.** This Amendment sets forth the entire understanding and agreement of the parties hereto in relation to the subject matter hereof and supersedes any prior negotiations and agreements among the parties relative to such subject matter.

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Shelby Cnty Judge of Probate, AL  
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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the day and year first above written.

DEVELOPER:

AIG BAKER LEE BRANCH, L.L.C.,  
a Delaware limited liability company

By: 

Name: ALEX D BAKER

Title: PRESIDENT

Date Executed: 6-15-06