

MONUMENT SIGN AGREEMENT

This **MONUMENT SIGN AGREEMENT** (this "Agreement"), dated as of this 16th day of October, 2006 (the "Effective Date"), between Polo Farms Investments, LLC, an Alabama limited liability company ("Polo Farms"), and William O. Holcombe and Thomas C. Holcombe (collectively, the "Holcombes").

WITNESSETH:

WHEREAS, Polo Farms, as assignee of the Purchaser under that certain Land Sales Contract (the "Contract") dated February 21, 2006, by and between Ed Williamson, as attorney in fact for Hazel E. Williamson, as Purchaser, and the Holcombes, as Sellers, has purchased approximately 101.67 acres of real estate (the "Property") in Chelsea, Shelby County, Alabama from the Holcombes; and

WHEREAS, pursuant to the fifth paragraph of that certain Amendment to the Contract, Courtney H. Mason, Jr., as assignor to and a member of Polo Farms, agreed that the Holcombes shall have the right to erect a memorial sign (the "Memorial Sign") on the eastern portion of the Property more particularly described on **Exhibit A** attached hereto (the "Memorial Sign Area"); and

WHEREAS, Polo Farms and the Holcombes desire to more particularly describe their understanding with respect to the installation and maintenance of the Monument Sign.

NOW, THEREFORE, in consideration of the Holcombe's sale of the Property to Polo Farms, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Installation of Monument Sign.** The Holcombes shall have the right to install the Monument Sign on any portion of the Memorial Sign Area. The Monument Sign shall not exceed six feet in height nor four feet in width, nor may it be illuminated, but shall otherwise conform to design specifications selected by the Holcombes in their reasonable discretion. It is acknowledged that the Monument Sign is generally intended to recognize and honor the accomplishments and contributions made by certain familial relatives of the Holcombes.

2. **Maintenance of Monument Sign.** The Holcombes shall have the right, but not the obligation, to maintain the Monument Sign and any area within a ten foot radius of the Monument Sign. Polo Farms shall also have the right, but not the obligation, to maintain the Monument Sign and such surrounding area, provided that such maintenance does not interfere with or damage the Monument Sign.

3. **Easements.** Polo Farms hereby grants, bargains, sells and conveys to the Holcombes a perpetual, non-exclusive easement over and across the Memorial Sign Area for the purpose of the installation and maintenance of the Monument Sign as described in Sections 2 and 3 above.

4. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Agreement.

5. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the Holcombes and Polo Farms with respect to the subject matter hereof. All other agreements, understandings, and communications are hereby merged into this Agreement.

6. **Amendments.** This Agreement may be amended or terminated only by the written agreement of the Holcombes and Polo Farms.

7. **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the Holcombes, Polo Farms, and their respective heirs, executors, successors and assigns.

8. **Recording.** This Agreement may be recorded by Polo Farms or the Holcombes at any time.

[signatures appear on following page]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

POLO FARMS:

POLO FARMS INVESTMENTS, LLC, an Alabama
limited liability company


By: _____

Name: _____

Its: _____

Date: _____

HOLCOMBES:



William O. Holcombe

Thomas C. Holcombe

[notary acknowledgements appear on following page]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

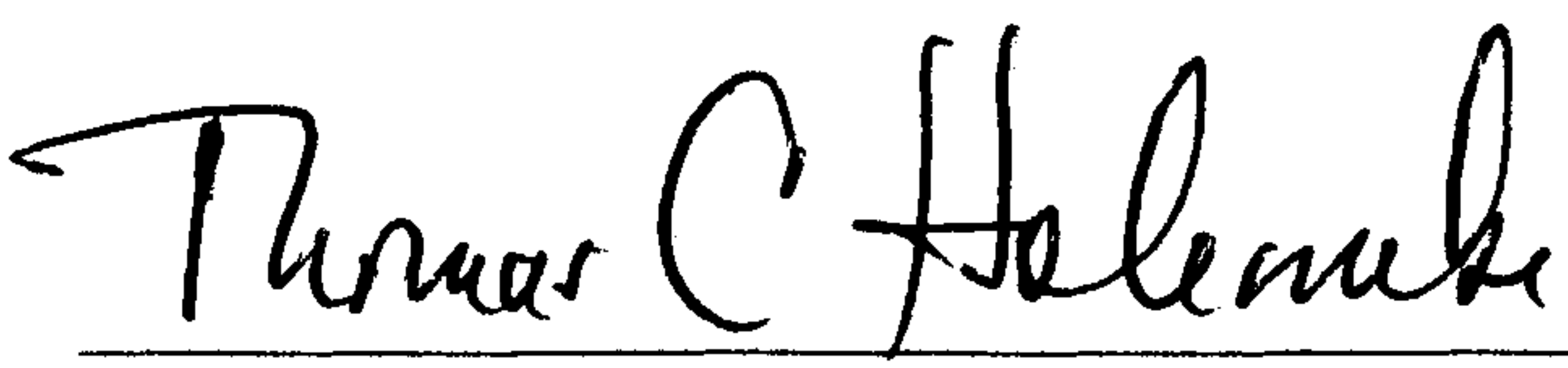
POLO FARMS:

POLO FARMS INVESTMENTS, LLC, an Alabama limited liability company

By: _____
Name: _____
Its: _____
Date: _____

HOLCOMBES:

William O. Holcombe



Thomas C. Holcombe

[notary acknowledgements appear on following page]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

POLO FARMS:

POLO FARMS INVESTMENTS, LLC, an Alabama
limited liability company

By: [Signature]
Name: COURTNEY H. MASON JR.
Its: MEMBER
Date: OCTOBER 18, 2006

HOLCOMBES:

William O. Holcombe

Thomas C. Holcombe

[notary acknowledgements appear on following page]

STATE OF ALABAMA)
_____ COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of **POLO FARMS INVESTMENTS, LLC**, an Alabama limited liability company, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said Agreement, he, in his capacity as such _____ with full authority, executed the same voluntarily for and as the act of said company on the day the same bears date.

Given under my hand this the ____ day of October, 2006.

[NOTARIAL SEAL]

Notary Public
My Commission Expires: _____

STATE OF VIRGINIA)
FAIRFAX COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **WILLIAM O. HOLCOMBE**, whose name is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand this 13th day of October, 2006.

STATE OF _____)
_____ COUNTY)

John J. Gelman
NOTARY PUBLIC.
My Commission Expires 12/31/2009

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **THOMAS C. HOLCOMBE**, whose name is signed to the foregoing Affidavit and who is known to me, acknowledged before me on this day that, being informed of the contents of the Affidavit, he executed the same voluntarily on the day the same bears date.

Given under my hand this ____ day of October, 2006.

THIS INSTRUMENT PREPARED BY:

Kelly Worman
Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C.
420 20th Street North, Suite 1600
Birmingham, Alabama 35203

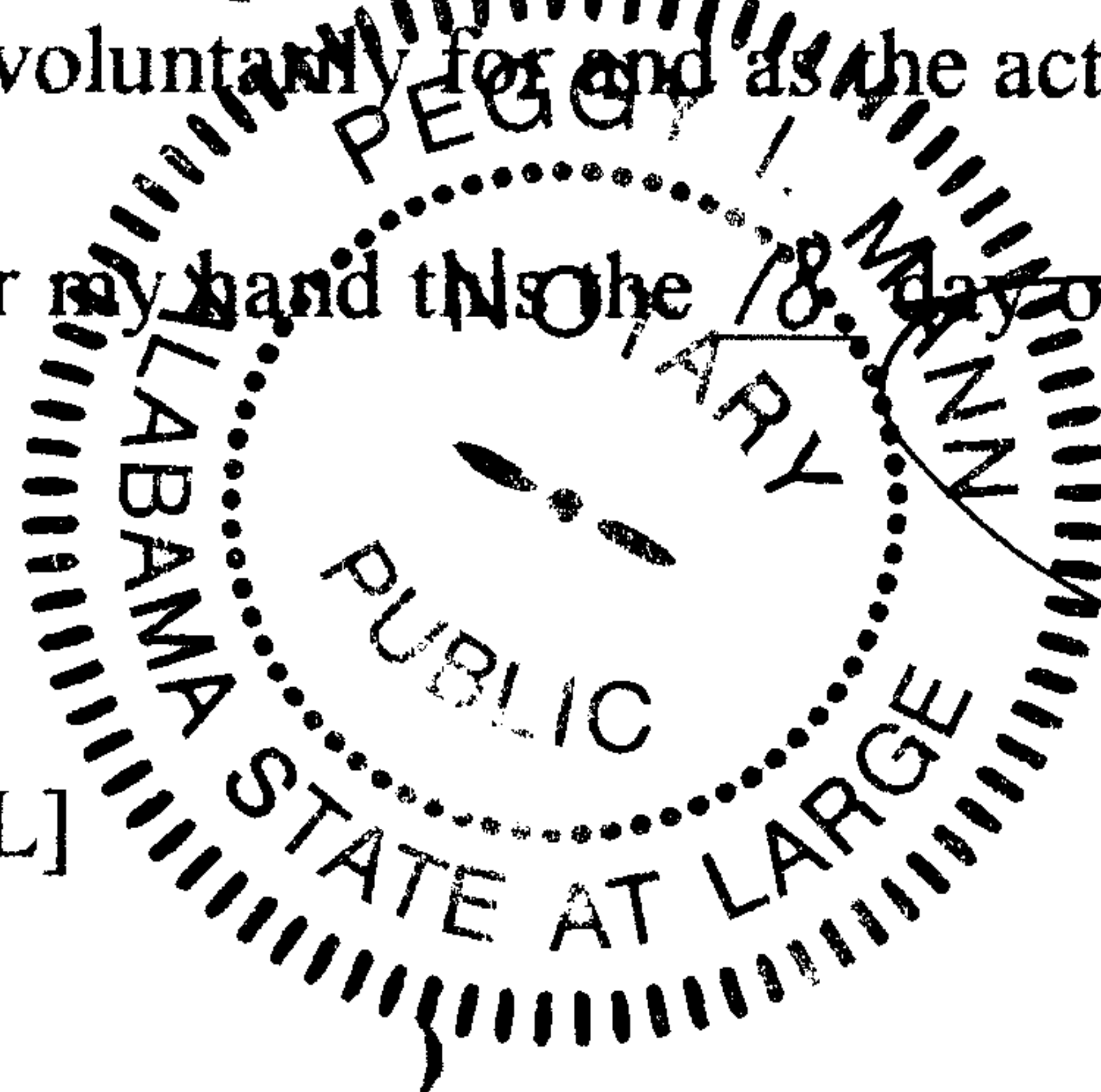
STATE OF ALABAMA)
Shelby COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Courtney H. Mason, Jr., whose name as Member of **POLO FARMS INVESTMENTS, LLC**, an Alabama limited liability company, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said Agreement, he, in his capacity as such Member with full authority, executed the same voluntarily for and as the act of said company on the day the same bears date.

Given under my hand this 18 day of October, 2006.

[NOTARIAL SEAL]

STATE OF _____)
_____ COUNTY)



Notary Public

My Commission Expires: 2-20-07

PEGGY I. MANN

COMMISSION EXPIRES FEB. 20, 2007

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **WILLIAM O. HOLCOMBE**, whose name is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand this ____ day of October, 2006.

STATE OF NEW JERSEY
MIDDLESEX COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **THOMAS C. HOLCOMBE**, whose name is signed to the foregoing Affidavit and who is known to me, acknowledged before me on this day that, being informed of the contents of the Affidavit, he executed the same voluntarily on the day the same bears date.

Given under my hand this 14 day of October, 2006.

THIS INSTRUMENT PREPARED BY:

Kelly Worman
Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C.
420 20th Street North, Suite 1600
Birmingham, Alabama 35203


Bernadine Wilson
BERNADINE WILSON
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 12/21/2009

DESCRIPTION

20061024000523600 8/9 \$35.00
Shelby Cnty Judge of Probate, AL
10/24/2006 10:21:20AM FILED/CERT

A parcel of land being part of the Northeast Quarter of the Northeast Quarter of Section 26, Township 19 South, Range 1 West, Shelby County, Alabama, lying North of Old Highway 280 AND ALSO PART OF the Southeast Quarter of the Southeast Quarter of Section 23, Township 19 South, Range 1 West; being more particularly described as follows:

Commence at the Northwest Corner of the Northeast Quarter of Section 26, Township 19 South, Range 1 West; thence run S 02°12'45" E a distance of 1323.07 feet along the East line of those properties owned by J. C. Clark and J. F. Melton; thence run S 87°11'35" E a distance of 593.54 feet along the North line of those properties owned by S. P. Williamson, A. S. Ruth, D. W. Smith and BellSouth; thence run N 02°40'26" W a distance of 289.72 feet along the West line of that property owned by Hazel Elliott Williamson; thence run S 87°57'26" E a distance of 737.05 feet along the North line of that property owned by Hazel Elliott Williamson; thence run S 01°09'25" E a distance of 356.17 feet along the East line of that property owned by Hazel Elliott Williamson to the Northerly right-of-way line of Old U. S. Highway 280; thence run N 69°00'00" E along the Northerly right-of-way line of Old U. S. Highway 280 a distance of 895.38 feet to the PONT OF BEGINNING at the centerline of LITTLE CREEK; thence along the meanderings of the creek the following fifteen chord calls: N 32°44'01" W a distance of 345.40 feet, N 25°46'21" W a distance of 141.99 feet, N 40°42'55" E a distance of 104.25 feet, N 06°49'24" E a distance of 127.01 feet, N 22°10'25" E a distance of 215.98 feet, N 77°35'51" E a distance of 199.49 feet, N 40°33'48" E a distance of 93.39 feet, N 88°26'15" E a distance of 44.32 feet, N 11°59'37" W a distance of 118.00 feet, N 18°52'43" E a distance of 54.72 feet, N 60°32'12" E a distance of 123.01 feet, N 44°21'59" E a distance of 158.99 feet, N 05°49'31" W a distance of 81.64 feet, N 12°07'49" E a distance of 74.37 feet, N 69°32'32" E a distance of 25.49 feet to the intersection of said creek with the


20061024000523600 9/9 \$35.00
Shelby Cnty Judge of Probate, AL
10/24/2006 10:21:20AM FILED/CERT

**East line of Section 23, Township 19 South, Range 1 West, Shelby County, Alabama; thence
S 04°50'37" E a distance of 281.83 feet to the South east corner of the aforesaid Section 23;
thence S 01°57'38" E a distance of 527.35 feet; thence S 69°09'30 W a distance of 210.67
feet; thence S 02°03'14" E a distance of 420.07 feet to the Northerly right-of-way line of Old
U. S. Highway 280; thence S 69°00'00" W a distance of 341.33 feet to the POINT OF
BEGINNING. Said parcel contains 12.39 acres, more or less.**