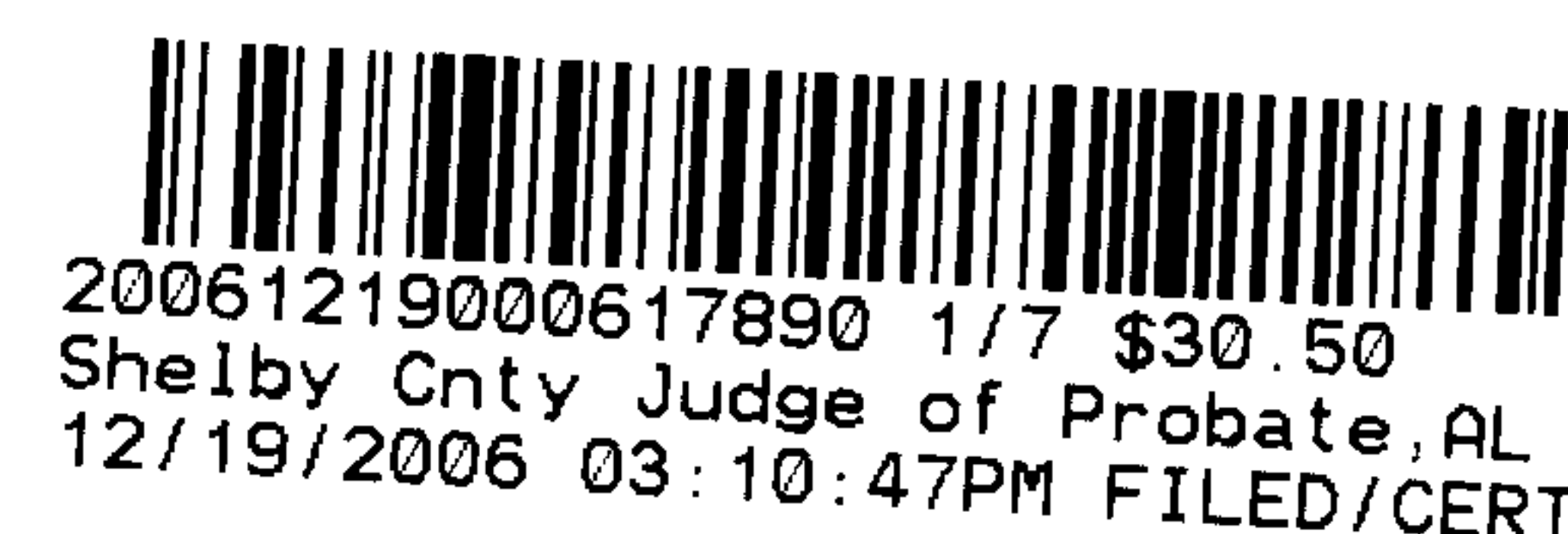


\$1,500.00

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)



EASEMENT AGREEMENT

This Easement Agreement (the "Agreement") is made and entered into as of the 13th day of December, 2006, by and between **Alabaster Investment Property, L.L.C.**, an Alabama limited liability company ("Investment"), and **Alabaster Retail Property, L.L.C.**, an Alabama limited liability company ("Retail").

RECITALS:

A. Investment owns that certain tract or parcel of land situated in the City of Alabaster and County of Shelby, State of Alabama, known as Lot 6-A, according to the Map of Resubdivision of Lot 6 of White Stone Center Subdivision Map Book 33, Pages 138-A and 138-B, as said Map appears of record in the Office of the Judge of Probate of Shelby County, Alabama, in Map Book 36, at Page 142 ("Lot 6A").

B. Retail owns that certain tract or parcel of land situated in the County of Shelby, State of Alabama, known as Lot 6-B, according to the Map of the Resubdivision of Lot 6 of White Stone Center Subdivision Map Book 33, Page 138-A and 138-B, as said Map appears of record in the Office of the Judge of Probate of Shelby County, Alabama, in Map Book 36, at Page 142 ("Lot 6B"). The easterly boundary line of Lot 6A is contiguous to and adjoins the westerly boundary line of Lot 6B.

C. Lot 6A is presented developed with a Starbucks restaurant located thereon as is more generally shown on the Site Plan attached as Exhibit "A" ("Site Plan"). The Site Plan identifies a "Dumpster Enclosure" with "Block Wall" surrounding the Dumpster Enclosure. The preparer of the Site Plan has indicated the following with aspect to the Block Wall: (i) CORNER OF BLOCK WALL IS ON LINE and (ii) CORNER OF BLOCK WALL IS 0.4 ONTO TEMP. CONST. EASEMENT [sic].

NOW, THEREFORE, in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants and agreements herein contained, Investment and Retail (the "Owners") do hereby mutually covenant and agree as follows:

1. Easements in Favor of Lot 6A. Retail does hereby grant to Investment and its successors and assigns as Owner of Lot 6A a perpetual, non-exclusive easement appurtenant for maintenance, repair and replacement of the Block Wall in its existing location and condition, said maintenance, repair and replacement easement to be five (5) feet in width along that portion of the common boundary between Lot 6A and Lot 6B which is adjacent to the Block Wall, said location being generally shown on the attached Exhibit B as "Easement."

The easement granted above (the "Easement") includes the right of the Owner of Lot 6A to enter upon the Easement to perform maintenance, repair and replacement relating to the easements granted thereby. Such maintenance, repair and replacement of such Block Wall and Dumpster

Enclosure shall be done after normal business hours whenever possible, and otherwise shall be performed in such a manner as to cause as little disturbance in the use of Lot 6B as is practicable under the circumstances. The Owner of Lot 6A performing, or causing to be performed, maintenance, repair or restoration work promptly shall pay all costs and expenses associated therewith, diligently shall complete such work as quickly as possible, and promptly shall clean the area and restore the affected portion of Lot 6B to a condition equal to or better than the condition which existed prior to commencement of such work.

2. Easements Running With the Land. The Easement (a) shall be appurtenant to and shall run with Lot 6A for the benefit of and as a burden upon Lots 6A and 6B (collectively, the "Parcels") and (b) shall be binding upon and shall inure to the benefit of the Owners and their respective successors and assigns as Owners of the fee simple title in and to their respective Parcels.

3. Warranty of Title. Each Owner represents and warrants to the other Owner that it has full right, power and authority to enter into this Agreement and to grant the easement conveyed by it as provided herein; that it is lawfully seized in fee simple of the Parcel burdened by the easement granted by it; that the easement granted by it is free from all encumbrances other than utility easements that appear of record in the Office of the Judge of Probate of Shelby County, Alabama, or that would be revealed by an accurate ALTA survey or physical inspection of the easement areas; and that it will warrant and defend the easement granted by it to the Owner of the Parcel benefited by such easement, and its successors and assigns as Owner of said Parcel, against the lawful claims and demands of all persons whomsoever.

4. Remedies. Except as otherwise provided in this Agreement, violation of any of the covenants, restrictions or agreements contained in this Agreement shall entitle the injured Owner to seek and obtain a temporary restraining order, preliminary and permanent injunction and such other equitable relief, including but not limited to specific performance, as may be necessary to cure and correct the violation or violations. Except as otherwise provided in this Agreement, any remedies contained in this Agreement shall be cumulative and shall be in addition to and not in limitation of any other remedy or remedies available under the laws of the State of Alabama.

5. Amendments. Any provision of this Agreement may be amended only by an instrument executed by the Owners of the entire fee simple interest in the Parcels benefited and burdened by the provision being modified; and it is expressly understood and agreed that an amendment of this Agreement will not require the consent or approval of any mortgagee or lessee of either Parcel unless and until such mortgagee or lessee acquires a fee simple interest in and to such Parcel by foreclosure, deed in lieu of foreclosure, purchase or otherwise.

6. Severability. In the event any provision or any part of any provision of this Agreement, or the application thereof to any person or circumstance, shall be held illegal, invalid or unenforceable to any extent by any court of competent jurisdiction, then and in such event, such holding shall not affect the remaining provisions or part of provisions of this Agreement, or the application thereof to any other person or circumstances, and the Parties

covenant and agree that all of the covenants, restrictions and agreements contained in this Agreement shall be enforced to the fullest extent permitted by law and equity.

7. Termination of Liability. In the event that the Owner of Lot 6A or any part thereof shall convey, transfer, assign or otherwise dispose of all of its interest in such Parcel or in any part thereof, said Owner shall thereupon be released and discharged from any and all obligations and liabilities with respect to such Parcel (or the part thereof so conveyed, transferred, assigned or otherwise disposed of) for the breach of any covenant, restriction or agreement arising from and after the date of the closing of such conveyance, transfer, assignment or other disposition, and such liabilities and obligations shall thereafter be binding upon the successor in title to such Parcel (or such part or parts thereof); provided, however, the prior Owner shall remain liable for the breach of any covenant, restriction or agreement by it which arose prior to the date of the closing of such conveyance, transfer, assignment or other disposition. Except as otherwise expressly provided herein, this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns in interest in and to their respective Parcels.

8. Applicable Law. The terms and provisions of this Agreement shall be governed by the laws of the State of Alabama, without regard to any principles relating to conflicts of law.

9. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Owners and their successors and assigns as Owners of the fee simple title in and to their respective Parcels.

10. Terminology. All pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders; and the singular shall include the plural and vice versa. All captions and titles of sections and paragraphs in this Agreement are for convenience of reference only and shall not be construed to limit, amplify or affect the application, meaning or interpretation of any of the terms or provisions of this Agreement.



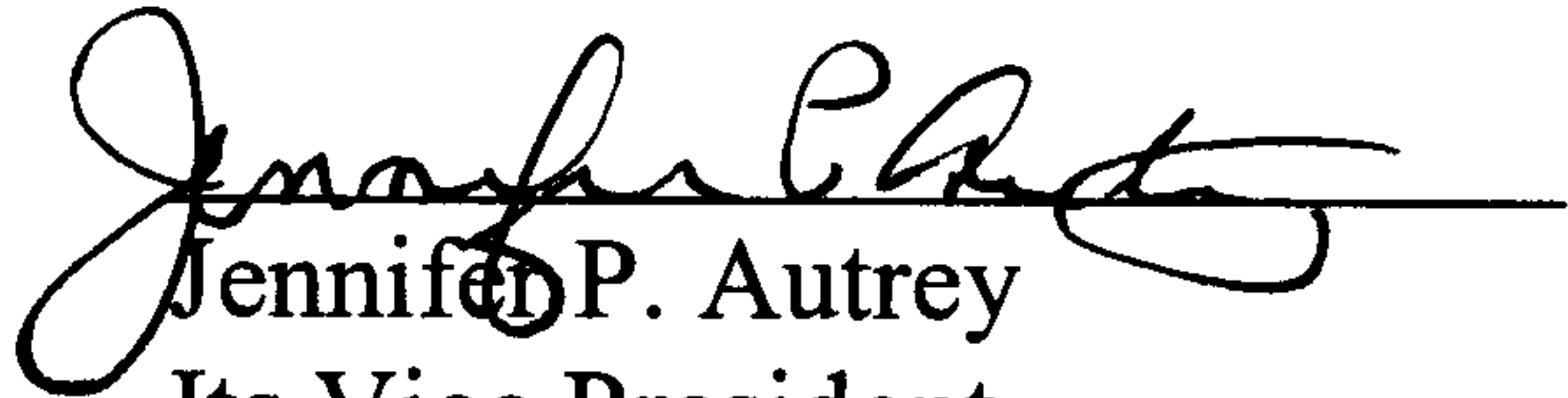
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Shelby Cnty Judge of Probate, AL
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IN WITNESS WHEREOF, the Owners have entered into this Agreement under seal effective as of the date and year first above written.

INVESTMENT:

Alabaster Investment Property, L.L.C.,
an Alabama limited liability company

By: SC Management, Inc.
an Alabama corporation
Its manager

By: 
Jennifer P. Autrey
Its Vice President

RETAIL:

Alabaster Retail Property, L.L.C.,
an Alabama limited liability company

By: SC Management, Inc.
an Alabama corporation
Its Manager

By: 
Jennifer P. Autrey
Its Vice President

[ACKNOWLEDGEMENTS BEGIN NEXT PAGE]

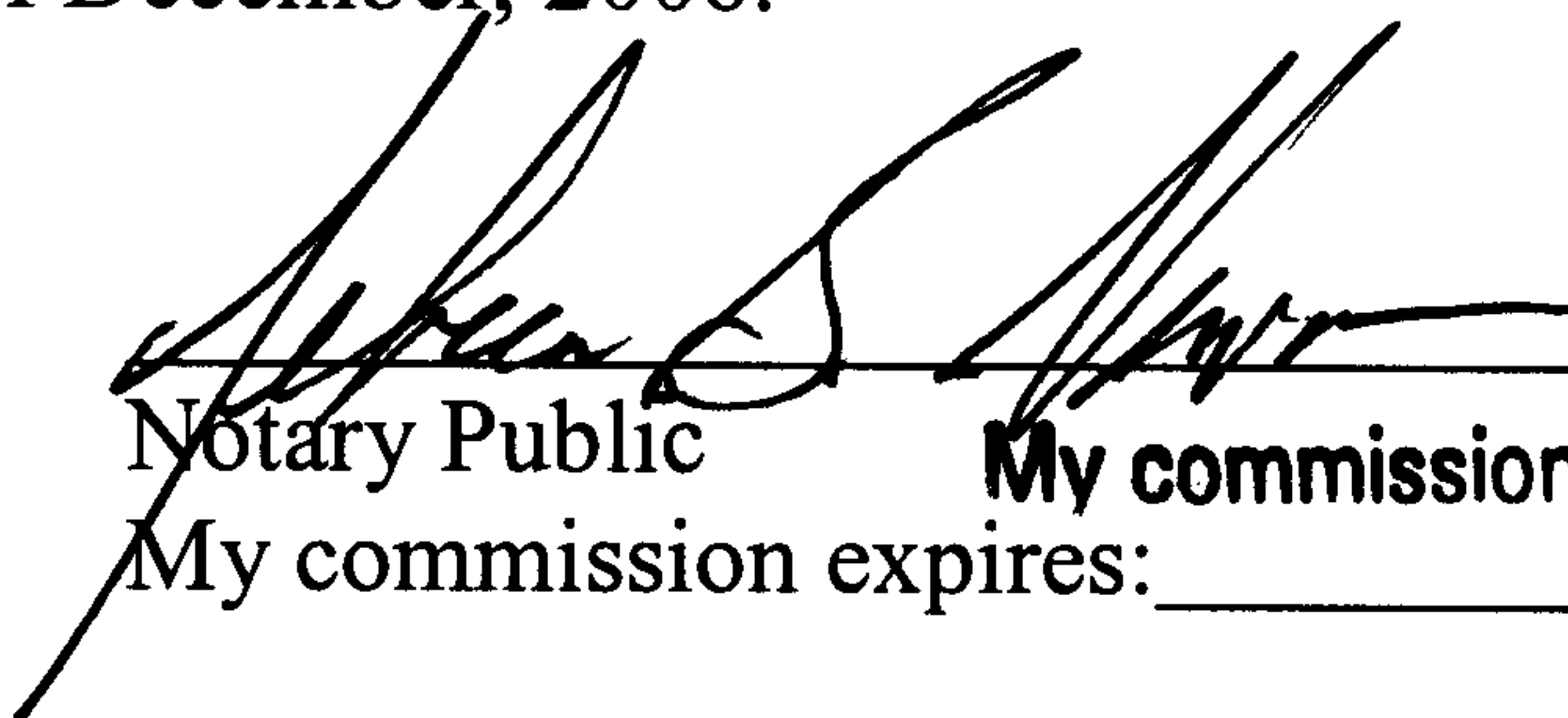
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Shelby Cnty Judge of Probate, AL
12/19/2006 03:10:47PM FILED/CERT

STATE OF ALABAMA)
 :
COUNTY OF MONTGOMERY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jennifer P. Autrey, whose name as Vice President of SC Management, Inc., an Alabama corporation, acting as Manager of Alabaster Investment Property, L.L.C., an Alabama limited liability company, 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 said instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as Manager of said limited liability company.

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

(SEAL)


Notary Public

My commission expires 11/22/2008

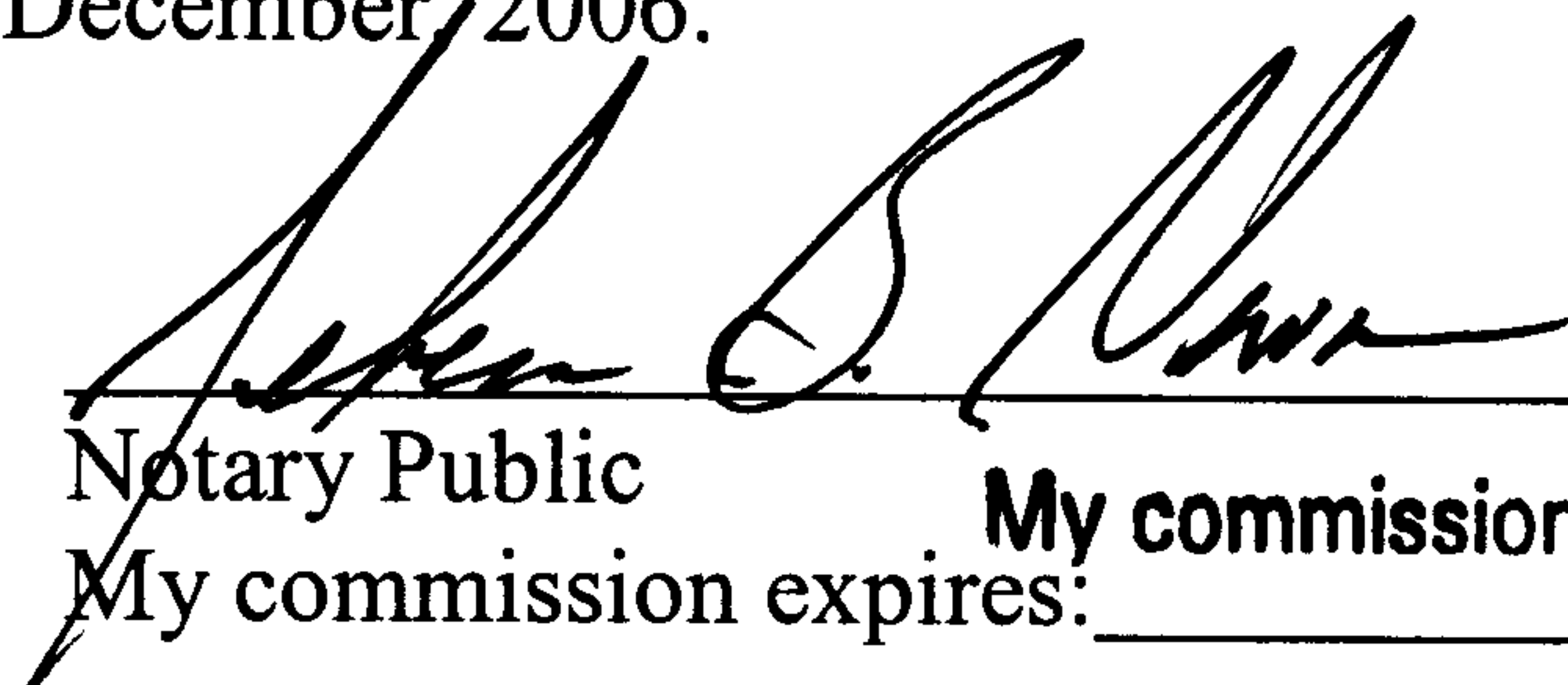
My commission expires: _____

STATE OF ALABAMA)
 :
COUNTY OF MONTGOMERY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jennifer P. Autrey, whose name as Vice President of SC Management, Inc., an Alabama corporation, acting as Manager of Alabaster Retail Property, L.L.C., an Alabama limited liability company, 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 said instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as Manager of said limited liability company.

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

(SEAL)

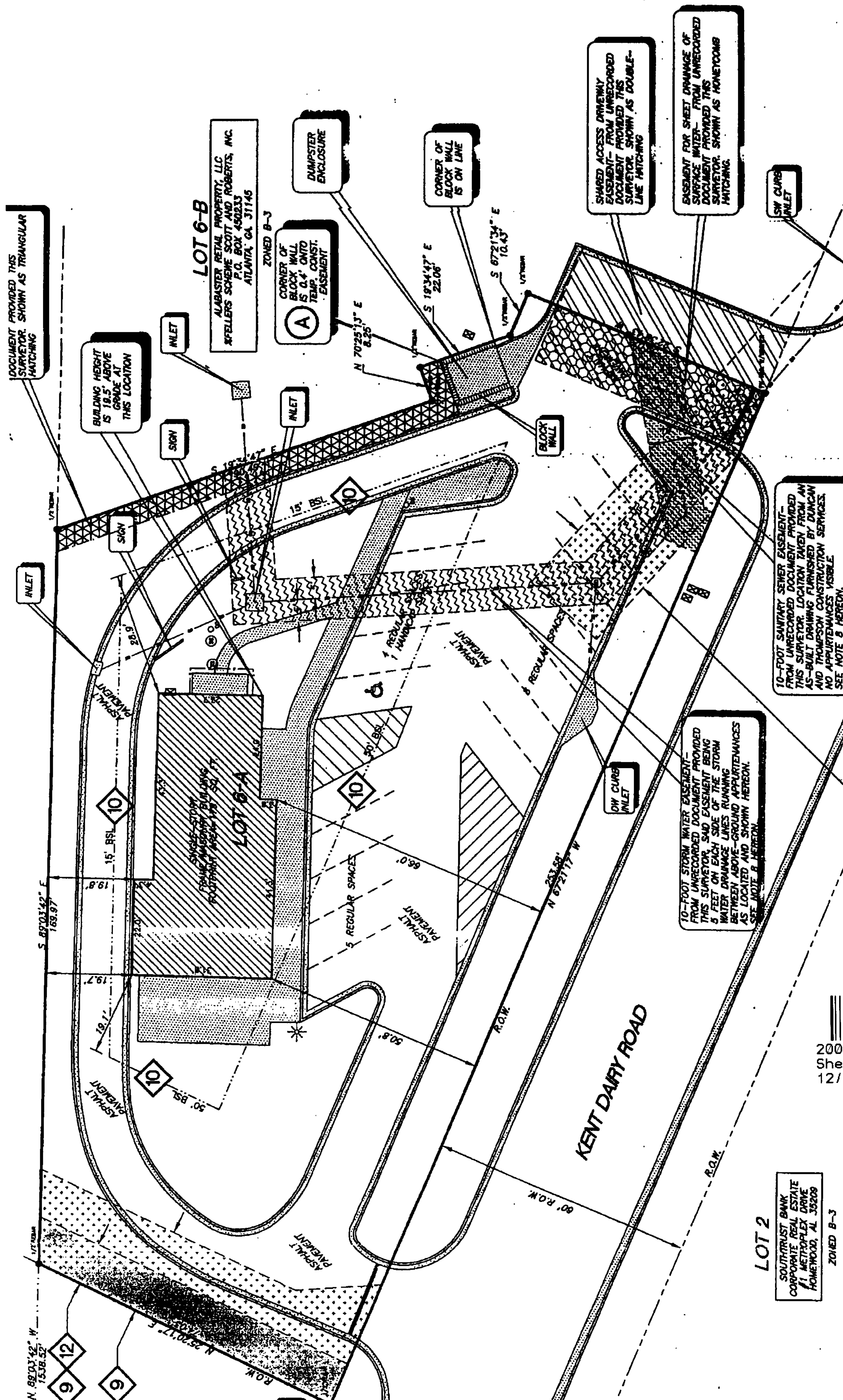

Notary Public

My commission expires 11/22/2008

My commission expires: _____

This instrument was prepared by:
Damon P. Denney, Esq.
Burr & Forman LLP
420 North 20th Street, Suite 3100
Birmingham, Alabama 35203
(205) 458-5198

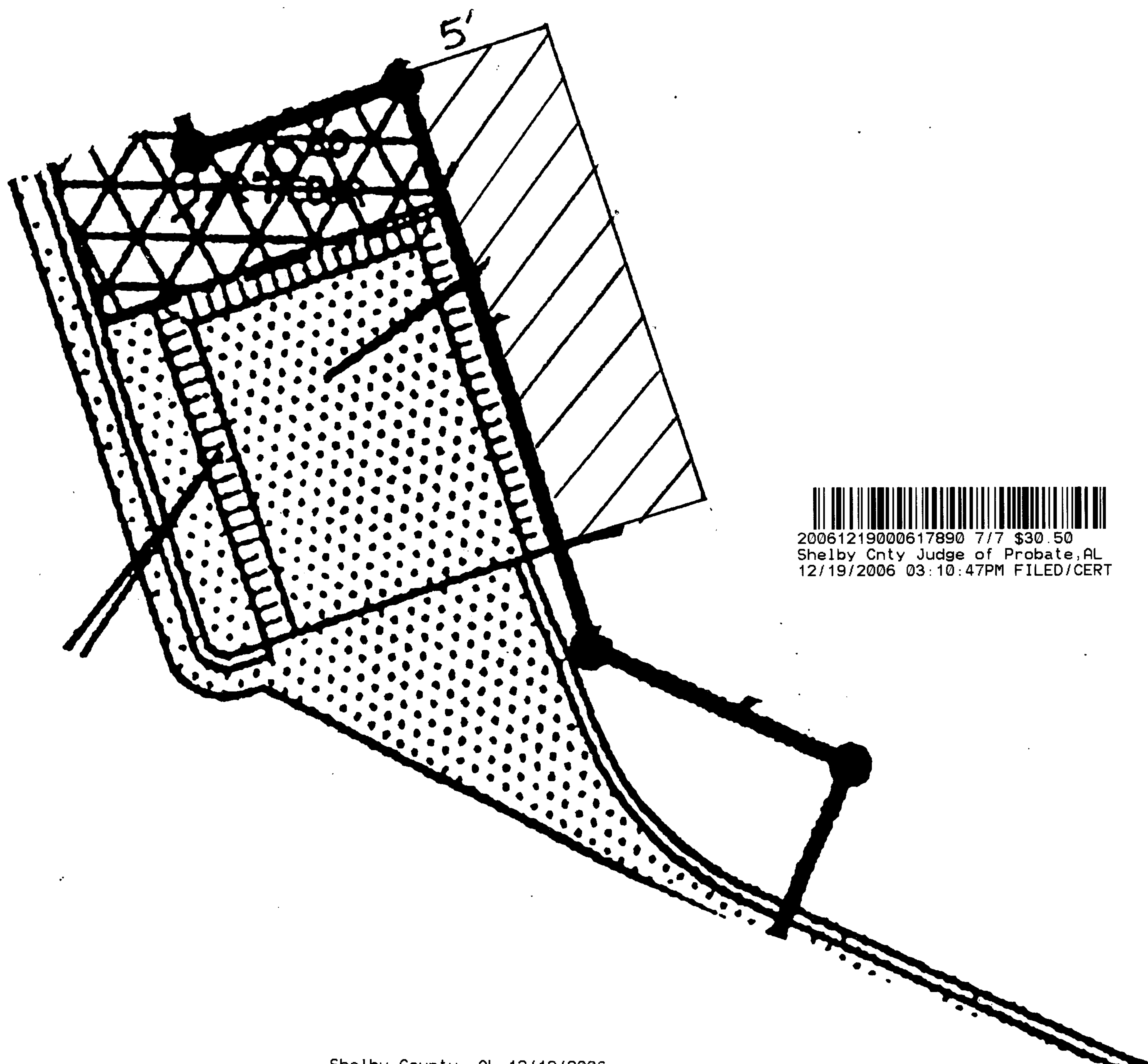
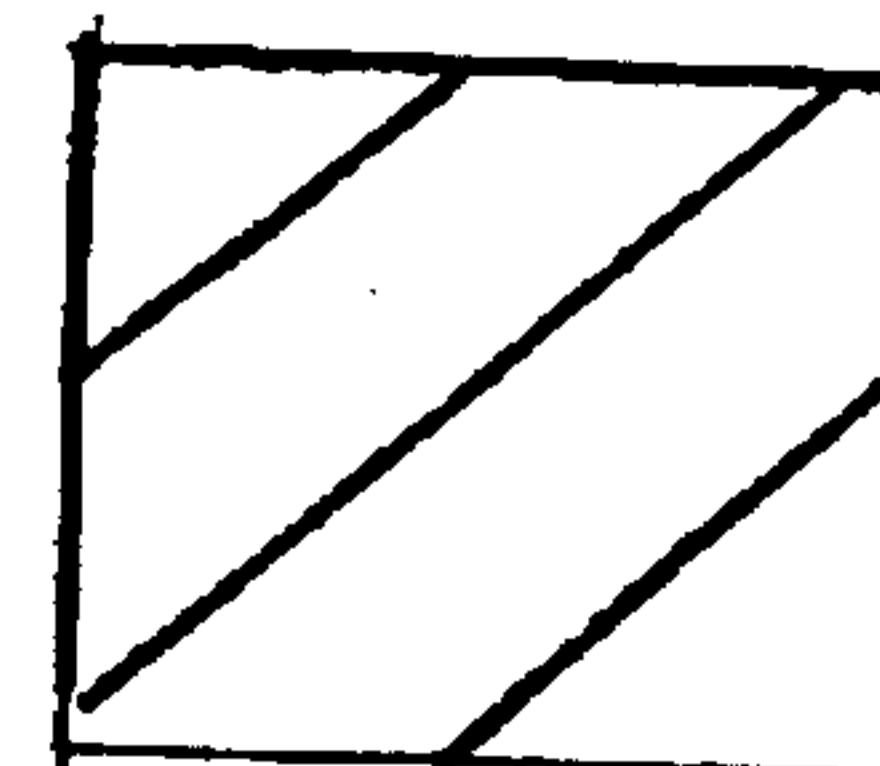
EXHIBIT A



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EXHIBIT B

EASEMENT =



20061219000617890 7/7 \$30.50
Shelby Cnty Judge of Probate, AL
12/19/2006 03:10:47PM FILED/CERT

Shelby County, AL 12/19/2006
State of Alabama

Deed Tax: \$1.50