

STATE OF ALABAMA)
:
JEFFERSON COUNTY)

This instrument prepared by:

SouthPoint Bank
3500 Colonnade Pkwy, Ste 140
Birmingham, AL 35243

AGREEMENT NOT TO ENCUMBER OR TRANSFER REAL PROPERTY

This Agreement Not to Encumber or Transfer Real Property (this "Agreement") is made as of the 30th day of January, 2009, by and among Star Properties, LLC (the "Debtor") and SouthPoint Bank (the "Lender").

W I T N E S S E T H:

WHEREAS, the Debtor is indebted to the Lender under that certain Multipurpose Note and Security Agreement (the "Note"); and

WHEREAS, one of the conditions to the Lender's agreeing to make the loan evidenced by the Note is that the Debtor agrees not to encumber or transfer the real property located at 5342 Harvest Ridge Ln, Birmingham, AL 35242 which property is described more particularly on Exhibit A attached hereto and incorporated herein by reference (hereinafter the "Property");

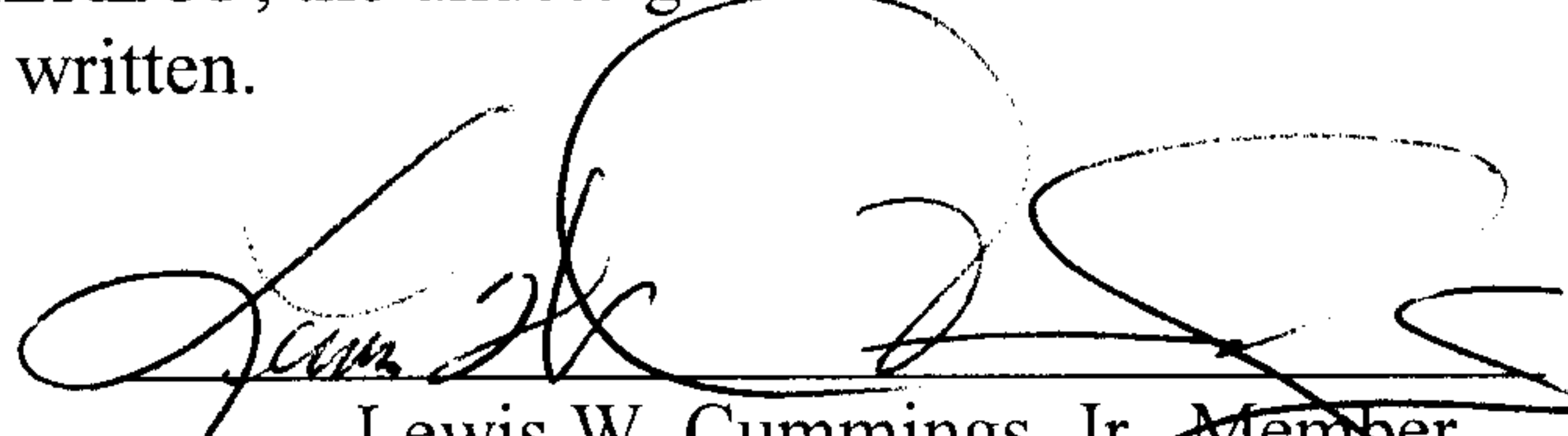
NOW, THEREFORE, as an inducement to the Lender to make the loan evidenced by the Note, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Debtor agrees that until the Note and all of the Debtor's other obligations and indebtedness to the Lender have been paid and performed in full:

1. The Debtor will pay all taxes, assessments, and charges of every kind imposed or levied, or which may be imposed or levied, upon the Property prior to the time when any such taxes, assessments, or charges shall become delinquent; and

2. The Debtor will not, without prior written consent of the Lender (which consent may be withheld by Lender in its sole discretion), create or permit any lien or encumbrances to exist on the Property (other than the liens, if any, reflected in the real estate records of Shelby County, Alabama, as of the date of this Agreement) or transfer, sell, hypothecate, assign, mortgage, or in any manner whatever dispose of or encumber the Property.

The Debtor agrees that, if the provisions of this Agreement are breached, the Lender may, at its election, declare the Note and any other indebtedness and obligations of Debtor to Lender to be immediately due and payable. The Debtor hereby authorizes Lender to cause this Agreement to be recorded in the Office of the Judge of Probate of Shelby County, Alabama.

IN WITNESS WHEREOF, the undersigned Debtor has executed this instrument as of the date and year first above written.


Lewis W. Cummings, Jr. Member

STATE OF ALABAMA)

LIMITED LIABILITY COMPANY

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Lewis W. Cummings, Jr., whose name as Member of Star Properties, LLC, a 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 the instrument, Lewis W. Cummings, Jr. as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this 30th day of January, 2009.

[NOTARIAL SEAL]

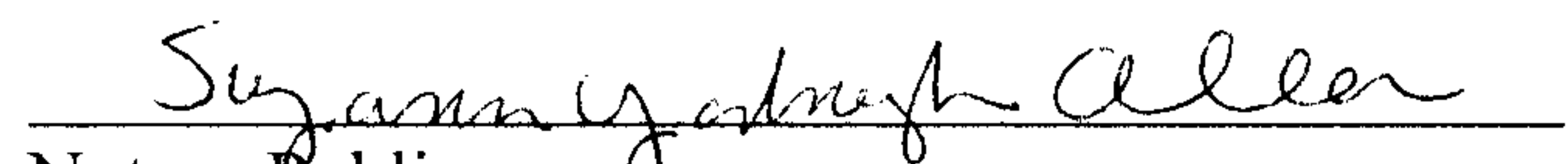

Notary Public
My commission expires 3-3-2009

EXHIBIT A

DESCRIPTION OF REAL PROPERTY

LOT 43, ACCORDING TO THE SURVEY OF MEADOW BROOK 12TH SECTOR, AS
RECORDED IN MAP BOOK 9, PAGE 27, IN THE PROBATE OFFICE OF SHELBY
COUNTY, ALABAMA.

LWC
Initial