

This Amended and Restated Agreement Regarding Maintenance of Unencumbered Ownership of Property amends and restates that certain Agreement Regarding Maintenance of Unencumbered Ownership of Property dated as of the 22nd day of November, 2004 and recorded in the Office of the Judge of Probate of Shelby County, Alabama at Instrument Number 20050131000044970.

**This Instrument Was Prepared By
And Should Be Returned To:**

**Thomas G. Amason III
Balch & Bingham LLP
P. O. Box 306
Birmingham, Alabama 35201**

STATE OF ALABAMA)	AMENDED AND RESTATED
)	AGREEMENT REGARDING
)	MAINTENANCE OF
COUNTY OF SHELBY)	UNENCUMBERED
)	OWNERSHIP OF PROPERTY

This Agreement is entered into as of October 30, 2009, by **SHELBY LEASING, LLC**, an Alabama limited liability company ("Borrower") for the benefit of **COMPASS BANK**, an Alabama banking corporation ("Lender").

PREAMBLE

Lender has issued or will entered into certain \$1,700,000.00 term loan to Borrower (the Loan). Among other agreements, undertakings and obligations, Borrower has agreed that, except as provided in that certain Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement executed by Borrower in favor of Lender dated as of the date hereof and recorded in Shelby County, Alabama, it will not further encumber ownership of the property described on Exhibit A hereto and improvements thereon, until such time as the Loan is not outstanding and all indebtedness and obligations of Borrower to Lender arising out of or related to the Loan have been paid and satisfied in full.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, Borrower, intending to be legally bound hereby, agrees as follows with and for the benefit of Lender and its successors, assigns and transferees:

At all times until the Loan and all other indebtedness, obligations and liabilities of Borrower or, if more than one, any one or more of them to Lender arising out of or related to the Loan have been paid and satisfied in full, this Agreement has been released of record by Lender, and Lender has no further obligation to provide financing to Borrower relating to the Loan, Borrower shall maintain ownership of the property described on Exhibit A hereto and all improvements now or hereafter existing or placed thereon and all rights and interests related thereto, free and clear of all liens, mortgages, security interests and other encumbrances; provided, however, Borrower has agreed to encumber the property pursuant to that certain Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement executed by Borrower in favor of Lender dated as of the date hereof and recorded in Shelby County, Alabama.

This Agreement shall be binding upon owners and their respective heirs, estates, successors and assigns and constitute a covenant running with the property described on Exhibit A hereto.

IN WITNESS WHEREOF, Borrower has executed this Agreement on the 30 day of
October, 2009.

BORROWER:

SHELBY LEASING, LLC, an Alabama limited liability company

By: George C. Harris

Name: George C. Harris

Its: Managing Member

By: James C. Stuckey, Jr.

Name: James C. Stuckey, Jr.

Its: Managing Member

STATE OF Alabama
COUNTY OF Houston

I, the undersigned, Notary Public in and for said County in said State, hereby certify that George C. Harris and James C. Stuckey, Jr., whose names as Managing Members of SHELBY LEASING, LLC, 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 the instrument, he, as such Managing Members and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this the 30th day of Oct, 2009.

[NOTARIAL SEAL]

Jay Morris Kendrick
Notary Public
My commission expires: 2/2/2010



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Shelby Cnty Judge of Probate, AL
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Exhibit A

That certain parcel of real estate located in Section 23 and 24, Township 20 South, Range 3 West, more particularly described as follows: Begin at the Northwest corner of said Section 24; thence in an easterly direction along the north line of said Section 24, a distance of 119.40 feet; thence $61^{\circ} 15' 01''$ right, in a Southeasterly direction, a distance of 516.66 feet; thence $79^{\circ} 50' 44''$ right in a southwesterly direction, a distance of 222.47 feet; thence $101^{\circ} 16' 15''$ right, in a northwesterly direction, a distance of 442.23 feet; thence $89^{\circ} 54' 30''$ left in a southwesterly direction, a distance of 30.00 feet; thence 90° right, in a northwesterly direction, a distance of 240.47 feet; thence $117^{\circ} 17'$ right, in an easterly direction, a distance of 145.46 feet to the POINT OF BEGINNING.



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