

NON-ENCUMBRANCE AGREEMENT
(NEGATIVE PLEDGE) #10905

STATE OF ALABAMA
COUNTY OF SHELBY

THIS AGREEMENT is made and entered as of the 5th day of February, 2010, by WILSON PROPERTIES, LLC, (Borrower), whether one or more, an Alabama corporation and **SERVISFIRST BANK**, a Alabama state banking corporation (the "Bank").

WITNESSETH:

WHEREAS, Bank has entered into or is contemporaneously herewith entering into that certain loan with WILSON PROPERTIES, LLC, (Borrower), in the principal amount of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00) providing for a Promissory Note in the name of WILSON PROPERTIES, LLC. (Borrower).

WHEREAS, in order to induce the Bank to make the Loans, Borrower has agreed that it will not sell, pledge, assign or encumber certain unencumbered property as more particularly described as real property located at 11075 US Highway 280 Westover, Alabama 35147 and incorporated herein by reference (the "Unencumbered Property").

NOW, THEREFORE, for and in consideration of the making of the Loans, the promises and covenants as set out herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. For so long as any amount due under the Loans remains outstanding and the Loans shall not have been paid in full, Borrower shall not without first having obtained the written consent of Bank: (i) sell, assign, transfer or convey all or any part of the Unencumbered Property, or (ii) cause, suffer or allow any lien or other encumbrance to be placed on the Unencumbered Property. Any attempted conveyance of all or part the Unencumbered Property or any attempt to cause, suffer or allow any such lien or other encumbrance thereon without first having obtained the Bank's written consent shall be void and of no force and effect.

2. It shall be an event of default under the Loans for Borrower to, without first having obtained the written consent of Bank: (1) convey, transfer, assign or sell, or attempt to convey transfer, assign or sell, all or any part of the Unencumbered Property, or (2) to pledge, hypothecate, encumber or otherwise place or allow the placement of a lien on the Unencumbered Property as security for a loan or otherwise.

3. This Agreement and the covenants and conditions set forth herein shall remain in effect until this Agreement is released in writing by Bank.

4. This Agreement shall be binding upon and shall inure to the benefit of the undersigned parties and their respective heirs, personal representatives, executors, successors and assigns.

5. This Agreement and the rights and obligations of the parties hereto shall be governed by the law of the State of Alabama.

6. No amendment of this Agreement shall be effective unless in writing and signed by the parties hereto.

7. This Agreement and any exhibits or addenda attached hereto state the entire contract between the parties and merge in this Agreement all statements, representations, and covenants heretofore made, and any other contracts not incorporated herein are void and of no force and effect.

8. In case any one or more of the covenants, contracts, terms or provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, contracts, terms or provisions contained herein shall be in no way affected, prejudiced or disturbed thereby.

9. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

10. Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered personally or sent by registered or certified mail, postage prepaid, as follows:

ServisFirst Bank
Attn: Steve Palm


850 Shades Creek Parkway
Birmingham, Alabama 35209

Each party may change the address provided above by providing such new address in writing to the other party. Any notices provided hereunder shall be deemed to have been given as of the date so delivered or deposited in the United States mail, as the case may be.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date first set forth above.


BORROWER:

WILSON PROPERTIES, LLC.

By: 
David F Wilson
Sole Member

BANK:

SERVISFIRST BANK

By: 
Steve Palm
Senior Vice President/Commercial Lending

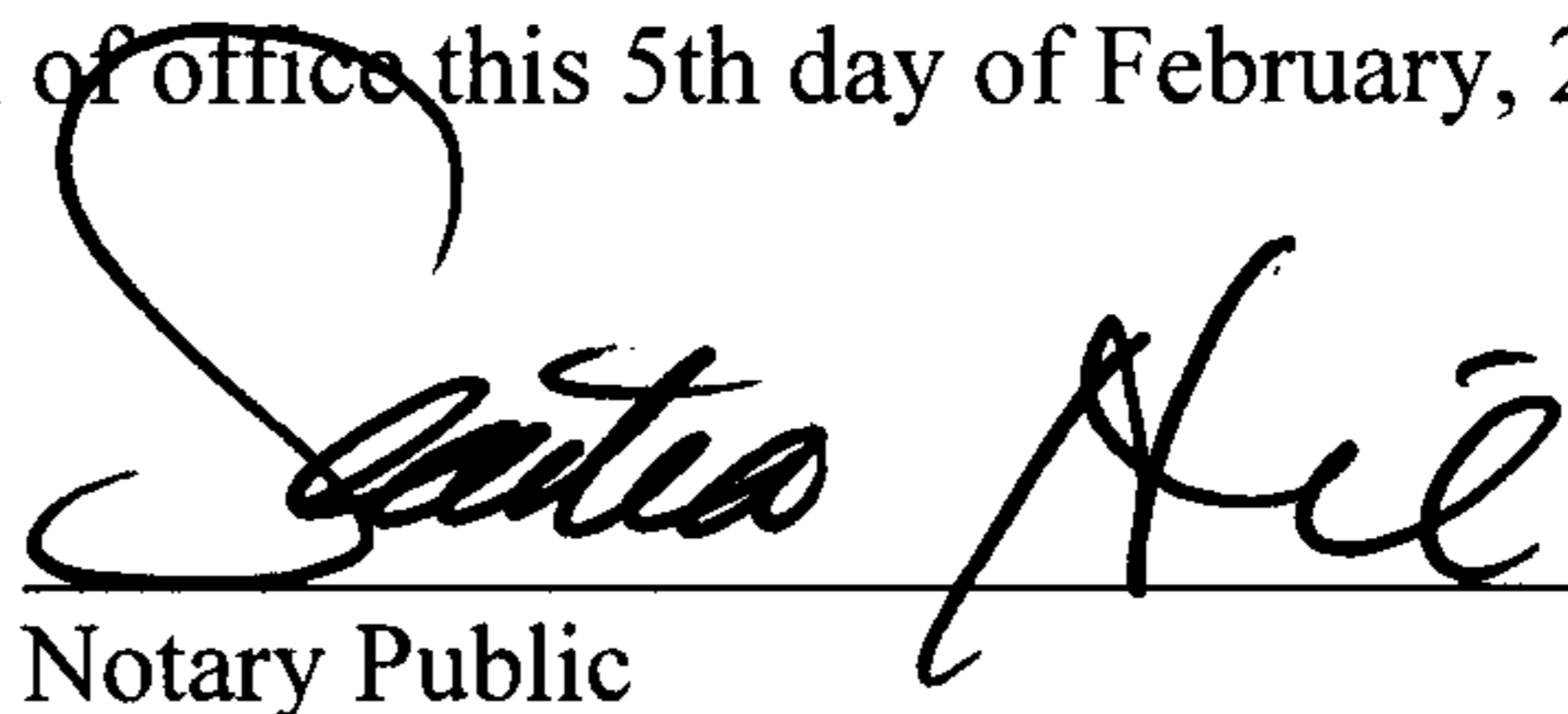


STATE OF ALABAMA

COUNTY OF Shelby

I, a Notary Public in and for said County in said State, hereby certify that David F Wilson, whose name as Sole Member, of WILSON PROPERTIES, LLC, an Alabama corporation, are signed to the foregoing, and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing, they as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Give under my hand and official seal of office this 5th day of February, 2010.


Notary Public

[NOTARY SEAL]

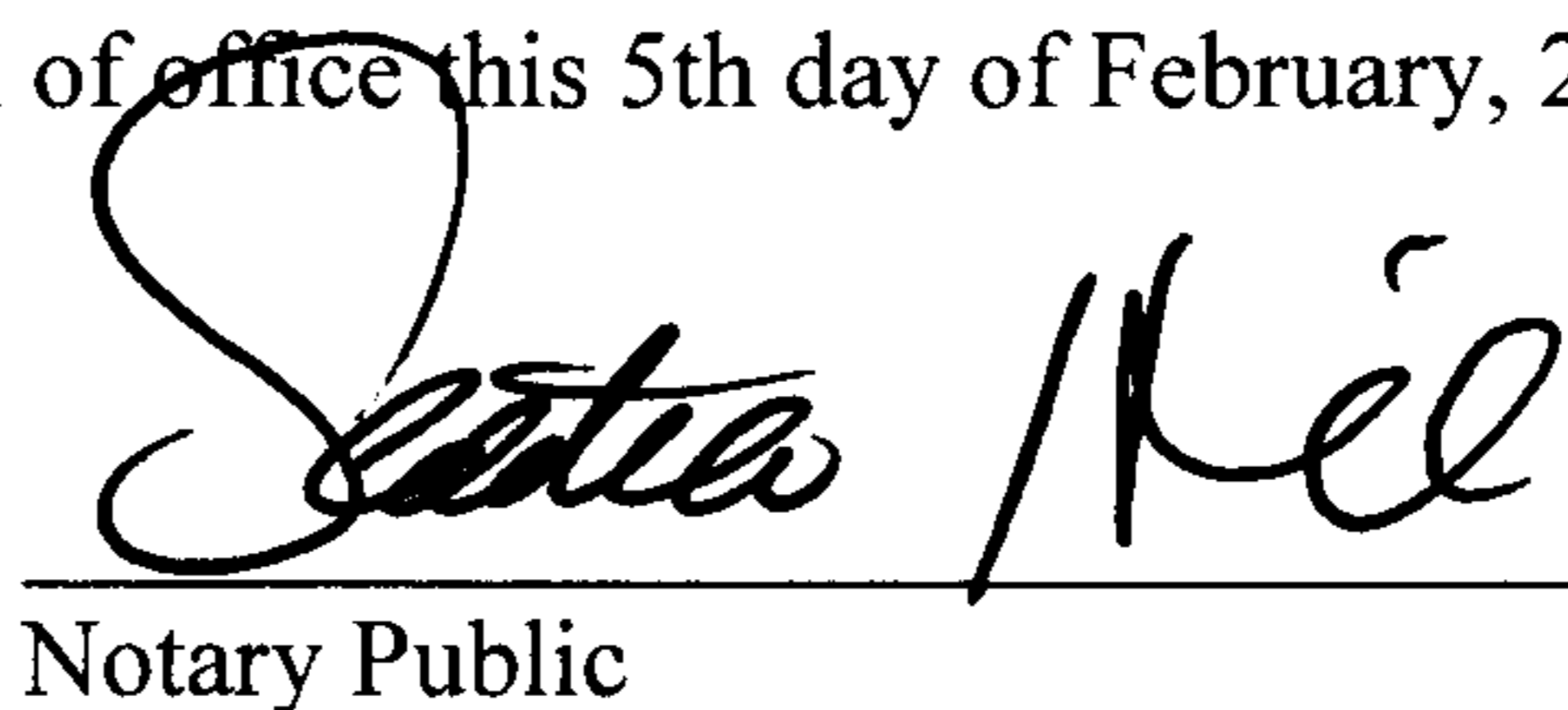
My commission expires 6/24/2012

STATE OF ALABAMA

COUNTY OF Shelby

I, a Notary Public in and for said County in said State, hereby certify that Steve Palm, whose name as Senior Vice President Commercial Lending Banking Officer SERVISFIRST BANK, an Alabama bank, is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing, he as such officer and with full authority, executed the same voluntarily for and as the act of said bank.

Give under my hand and official seal of office this 5th day of February, 2010.


Notary Public

[NOTARY SEAL]

My commission expires 6/24/2012

