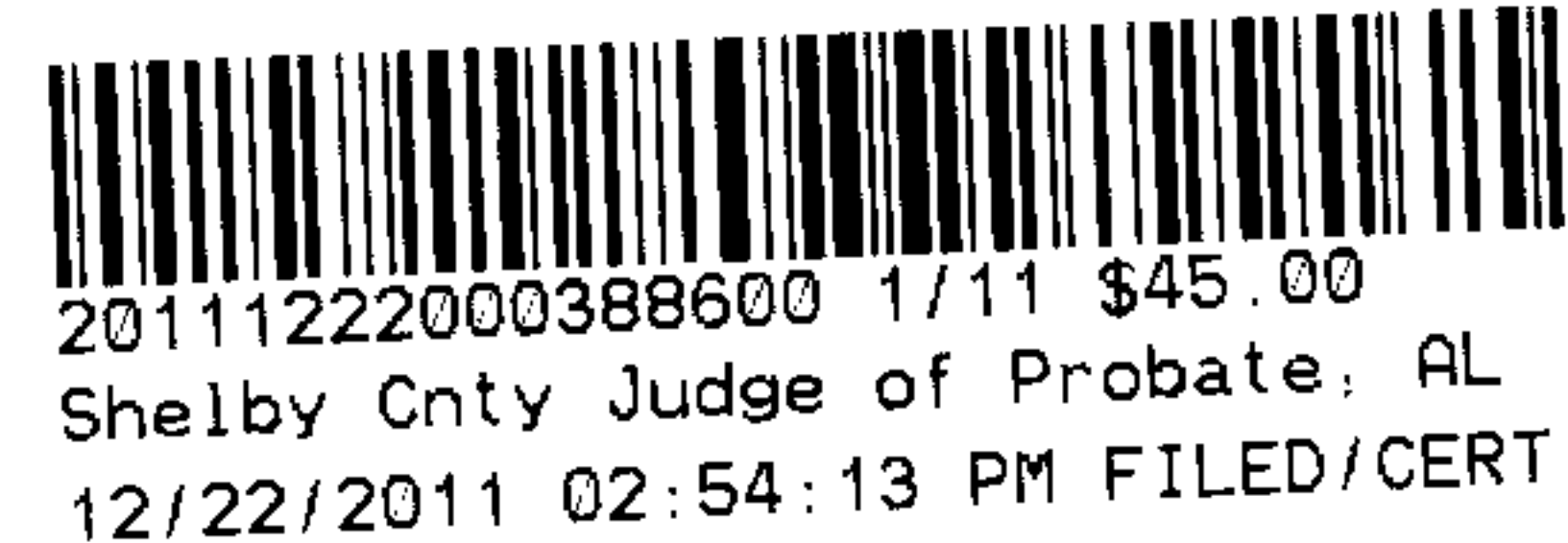


*This instrument was prepared by
and when recorded return to:*
Claude McCain Moncus, Esq.
CORLEY MONCUS, P.C.
728 Shades Creek Parkway, Suite 100
Birmingham, AL 35209



AMENDMENT NO. 2 TO DECLARATION OF PROTECTIVE COVENANTS
FOR
LEE BRANCH CORPORATE CENTER

This Amendment No. 2 to Declaration of Protective Covenants for Lee Branch Corporate Center (this "Amendment") is made as of the 22 day of December, 2011, by and between:

Pinnacle Lee Branch Holdings, LLC, an Alabama limited liability company ("Pinnacle") as the owner of Lots 4A, 5A, 6, 7, 8, 9, 10 and 11, according to the 1st Revision of the Amendment Map of Lee Branch Corporate Center, as recorded in Map Book 28, Page 58, in the Probate Office of Shelby County, Alabama, and Parcel 1B, according the Resubdivision of Parcel 1A, 1st Revision of the Amended Map of Lee Branch Corporate Center, as recorded in Map Book 30, Page 132, in the Probate Office of Shelby County, Alabama;

Eddie Randall Griffin, an individual ("Griffin") as the owner of Parcel 2B, according to the resurvey of 1st Revision of the Amended Map of Lee Branch Corporate Center recorded in Map Book 30, Page 132, in the Probate Office of Shelby County, Alabama (the "Griffin Property"); joined in by **Bryant Bank**, a state banking corporation, the holder of the mortgage on the Griffin Property;

DTC Enterprises, LLC, an Alabama limited liability company ("DTC") as the owner of Lot 3A, according to the Survey of 1st Revision of the Amended Map of Lee Branch Corporate Center, as recorded in Map Book 28, page 58, in the Probate Office of Shelby County, Alabama (the "DTC Property"); and

119 Office Condo, LLC, an Alabama limited liability company ("119") as the owner of Parcel 2A of that certain map entitled to the Survey of 1st revision of the Amended Map of Lee Branch Corporate Center, as recorded in Map Book 28, Page 58 in the Probate Office of Shelby County, Alabama (the "119 Property") joined in by **SouthPoint Bank**, a state banking corporation, the holder of the mortgage on the 119 Property.

RECITALS

AIG Baker Lee Branch, L.L.C., a Delaware limited liability company ("AIG Baker") as the owner of all of the real property described in Plat of the Lee Branch Corporate Center (the "Development") and recorded in the Office of the Judge of Probate of Shelby County, Alabama,

in Map Book 26, Page 33, as amended in Map Book 26, Page 109, and as further amended by the Survey of 1st Revision of the Amended Map of Lee Branch Corporate Center, filed as recorded in Map Book 28, page 58, and again amended by the Resubdivision of Parcel 1A, 1st Revision of the Amended Map of Lee Branch Corporate Center, as recorded in Map Book 30, Page 132 in the Probate Office of Shelby County, Alabama, filed a Declaration of Protective Covenants (the "Declaration") at Instrument No. 2000-05486 on February 22, 2000. AIG Baker as the Developer, and as provided in the Declaration, filed on July 5, 2006, Amendment No. 1 to Declaration of Protective Covenants for Lee Branch Corporate Center ("Amendment No. 1") with the Probate Office of Shelby County, Alabama, at Instrument No. 20060705000319340.

Pinnacle is the successor Developer under the Declaration by virtue of that certain Assignment of Development Rights with an Effective Date of July 21, 2011 (although dated December 2, 2011), and recorded at 20111222000388590, on December 22, 2011, in the Probate Office of Shelby County, Alabama.

Pinnacle, Griffin, DTC and 119 are all the current owners of lots or parcels located in the Lee Branch Corporate Center, and are desirous of amending and modifying the Declaration and the Amendment No 1 to the Declaration.

Pinnacle, Griffin, DTC and 119 have unanimously agreed to waive written notice of a special meeting to consider the approval of this Amendment, and further waive the requirement of transmission of a copy of this Amendment. Bryant Bank and SouthPoint Bank, being the only Institutional Mortgagees of record, further waive written notice of a special meeting to consider approval of this Amendment.

NOW THEREFORE, in consideration of the premises, and the mutual covenants and conditions herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree and covenant as follows:

1. Section 7.01 of the Declaration is hereby deleted in its entirety and the following substituted in lieu thereof:

"Section 7.01 Use Restrictions. For a period of fifty (50) years from the date of the Declaration, the primary use of the Office Lots shall be restricted to uses as set forth in the Shelby County, Alabama (or its successor governmental entity), Zoning Regulations, as existing and amended from time to time, designated as (a) O-I Office and Institutional District (2), and (b) B-2 General Business District. During the initial fifty (50) years from the date of the Declaration, any Owner may request from the Association at any time a determination of whether a proposed use of its Lot is permitted, and a certificate to that effect signed by an officer of the Association shall be deemed dispositive of that issue, subject to applicable zoning restrictions. General office use, included but not limited to "Flex Space" uses, office use for a variety of pharmaceutical solutions including mail order supply and information technology, and related lawful uses, are permitted uses."

2. Subsection (a) of Section 3 of the Amendment No. 1 is hereby deleted in its entirety and the following substituted in lieu thereof:

“(a). The following shall be added as a second paragraph of Section 7.01 of the Declaration:

No portion of the Office Lots may be sold, leased, occupied or used for any of the following prohibited uses or operations that produce or are accompanied by the following characteristics:

- (i) Any use which emits or results in strong, unusual or offensive odors, fumes, dust or vapors, is a public or private nuisance, emits noise or sounds which are objectionable due to intermittence, beat, frequency, shrillness or loudness, creates a hazardous condition, or is used, in whole or in part, as or for warehousing or the dumping or disposing of garbage or refuse;
- (ii) Any operation primarily used as a storage facility and any manufacturing, distilling, refining, smelting, agricultural, or mining operation;
- (iii) Any funeral parlor or mortuary;
- (iv) Any “Pornographic Use,” which shall include, without limitation, offices or stores that sell, administer, manage, produce or are otherwise related to, the sale of books, magazines or other publications containing any combination of photographs, drawings, sketches of a sexual nature, which are not primarily scientific or educational, or offices or stores that sell, administer, manage, produce or are otherwise related to, the offering for exhibition, sale or rental video cassettes or other medium capable of projecting, transmitting or reproducing, independently or in conjunction with another device, machine or equipment, an image or series of images, the content of which has been rated or advertised generally as NC-17 or “X” or unrated by the Motion Picture Rating Association, or any successor thereto; By way of example only, the foregoing specifically prohibits a call center for a magazine selling any of the foregoing or publication company producing any of the foregoing;
- (v) Any beauty schools or barber colleges;
- (vi) Any gambling facility or operation, including but not limited to: off track or sports betting parlor; table games such as black jack or poker; slot machines; video poker/black-jack/keno machines or similar devices; or any offices or stores that administer, produce, manage or are otherwise related to any of the foregoing;
- (vii) Any unlawful use;
- (viii) A hotel or motel;
- (ix) A veterinary office or the keeping of animals, birds or fowl; or
- (x) Spa or beauty salon.

3. Section 7.09, Parking, of the Declaration is hereby deleted in its entirety and the following substituted in lieu thereof:

“Section 7.09 Parking. Parking on the streets or other rights-of-way of the Development is strictly prohibited. All parking within the Development shall be limited to designated parking areas, and each Lot shall contain adequate parking for such Lot in accordance with applicable laws of Governmental Authorities. Two or more lots may be combined for the purposes of parking so long as there is one owner of the two or more lots so combined. Trucks may not be parked where visible from a street or other right-of-way. No boats, motor homes (used for occupancy), trailers or camping trailers (used for occupancy) may be parked on the Property except for trailers utilized as construction offices during construction of Improvements upon any Lot (not to exceed one (1) trailer per Lot.”

4. Pinnacle, Griffin, DTC and 119 hereby unanimously waive written notice of a special meeting to consider the approval of this Amendment, and further waive the requirement of transmission of a copy of this Amendment. Bryant Bank and SouthPoint Bank, being the only Institutional Mortgagees of record, further waive written notice of a special meeting to consider approval of this Amendment.


5. Griffin, DTC and 119 acknowledge and agree that Pinnacle as the successor to AIG Baker is the successor developer to AIG Baker, the Developer, and that Pinnacle may further assign those rights as Developer to a successor designated party.

6. **Joinder by Mortgagees.** Bryant Bank, as the holder of the Mortgage on the Griffin Property, and SouthPoint Bank, as the holder of the Mortgage on the 119 Property, hereby join in this Amendment to evidence its respective consent to be bound by the same.

7. **Force and Effect of Amendment.** Except as specifically amended, modified or supplemented as set forth in this Amendment, the Declaration, as amended by Amendment No. 1, remains in full force and effect.

8. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be an original and taken together shall constitute one and the same document. Signature and acknowledgement pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document. The failure of any party hereto to execute this Amendment or any counterpart hereof, shall not relieve the other signatories from their obligation hereunder. The parties hereto agree that their electronically transmitted signatures on this Amendment shall have the same effect as manually transmitted signatures, and further agree that electronic documents shall have the same effect as originals of the same.

9. **Entire Agreement.** This Amendment sets forth the entire understanding and agreement of the parties hereto in relation to the subject matter hereof and supersedes any prior negotiations and agreements among the parties relative to such subject matter.


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Shelby Cnty Judge of Probate, AL
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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the day and year first written above.

[Signature pages to follow]

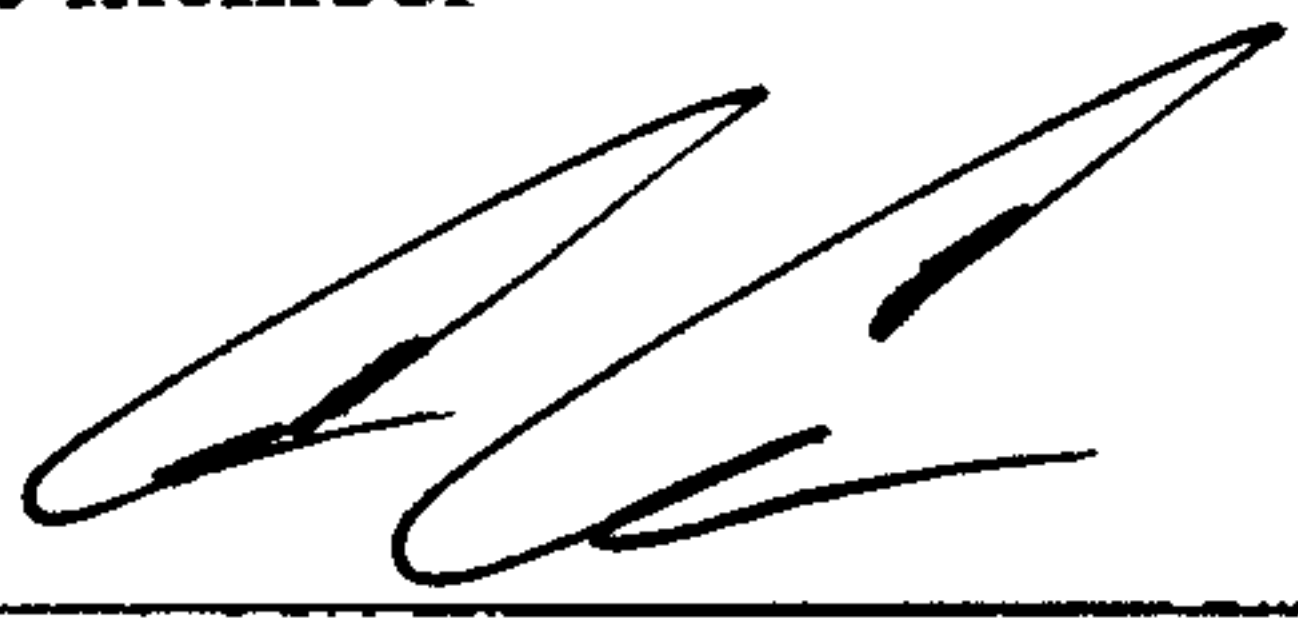
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Signature page to Amendment No. 2 to Declaration of Protective Covenants for Lee Branch Corporate Center

PINNACLE:

**PINNACLE LEE BRANCH
HOLDINGS LLC,**
an Alabama limited liability company

By: **P. I. HOLDINGS NO. 1, INC.,**
a Texas corporation,
its sole member

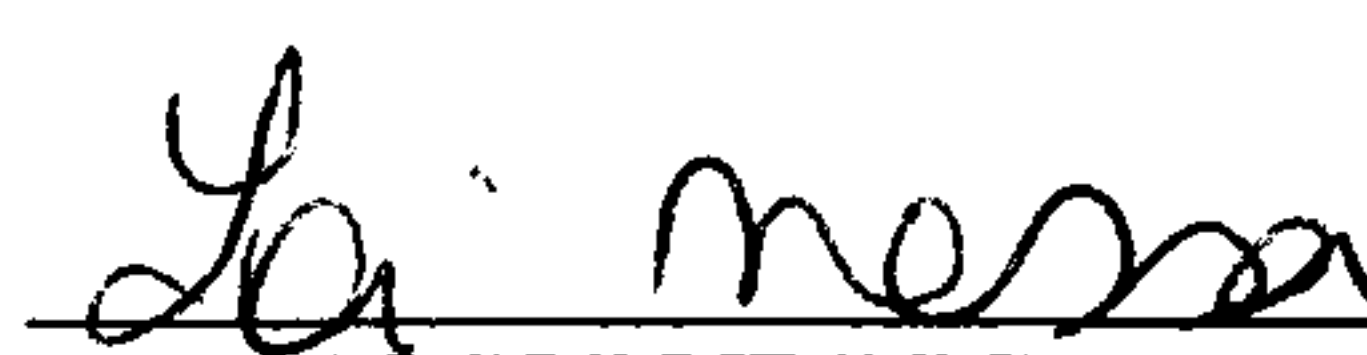
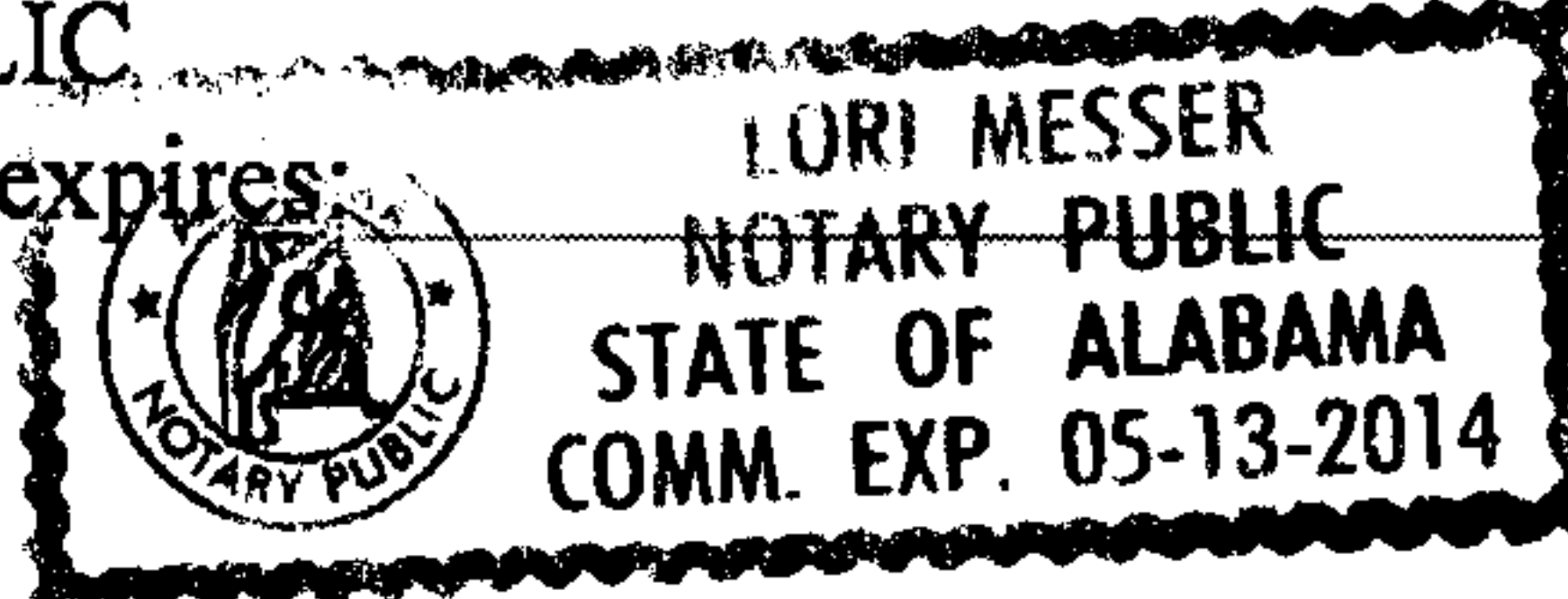
By: 
Name: Cam Colbert
Title: V.P.

STATE OF Alabama
COUNTY OF Jefferson

I, Lori Messer, a notary public in and for said county in said state,
hereby certify that Cam Colbert, whose name as VP
of **P. I Holdings No. 1, Inc.**, a Texas corporation, as the sole member of **PINNACLE LEE
BRANCH HOLDINGS 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 such instrument, (s)he, in such capacity and with full authority, executed the same
voluntarily for and as the act of said corporation, as the sole member of said limited liability
company.

Given under my hand and official seal this the 7 day of December, 2011.

[NOTARY SEAL]


NOTARY PUBLIC
My commission expires: 

Signature page to Amendment No. 2 to Declaration of Protective Covenants for Lee Branch Corporate Center

GRIFFIN:

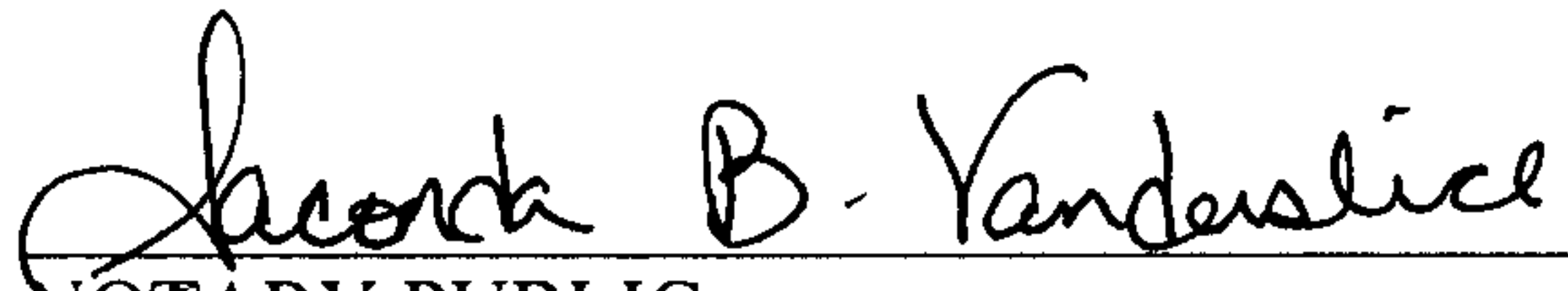

Eddie Randall Griffin

STATE OF ALABAMA)
 :
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Eddie Randall Griffin, whose name 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 foregoing, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 13 day of December, 2011.

[NOTARY SEAL]


NOTARY PUBLIC
My commission expires: Dec. 8, 2014



NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Dec 8, 2014
BONDED THRU NOTARY PUBLIC UNDERWRITERS

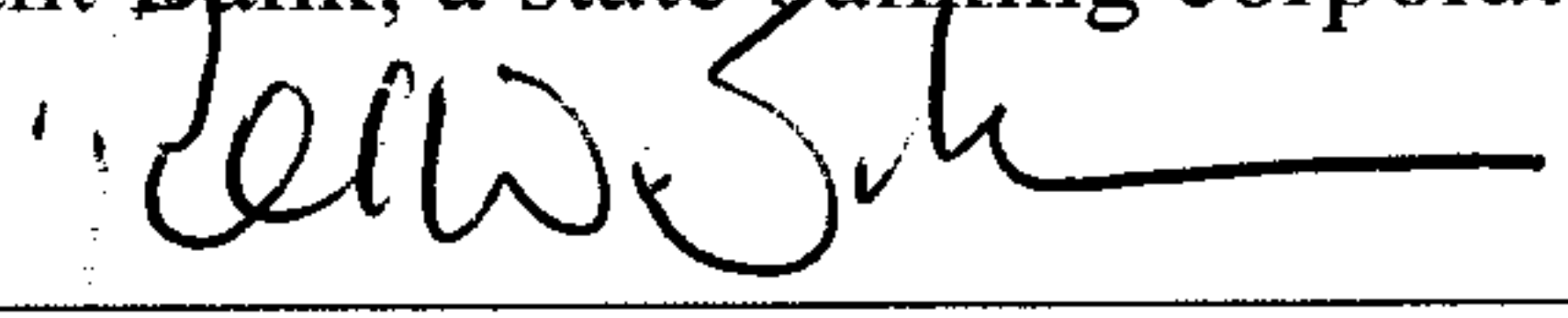


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Shelby Cnty Judge of Probate, AL
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Signature page to Amendment No. 2 to Declaration of Protective Covenants for Lee Branch Corporate Center

BRYANT BANK:

Bryant Bank, a state banking corporation

By: 

Name: Randall W. Jordan

Title: Birmingham President

STATE OF ALABAMA)

:

COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Randall W. Jordan, whose name as Birmingham President of Bryant Bank a state banking corporation, 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, he, in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said banking corporation on the same that bears date.

Given under my hand and official seal this the 19th day of December, 2011.

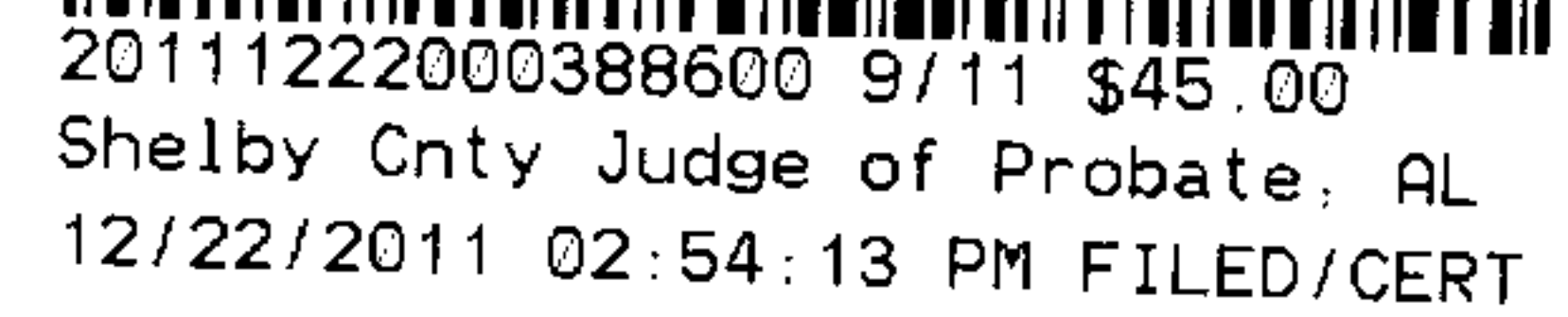
[NOTARY SEAL]



NOTARY PUBLIC


My commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb 8, 2015
BONDED THRU NOTARY PUBLIC UNDERWRITERS

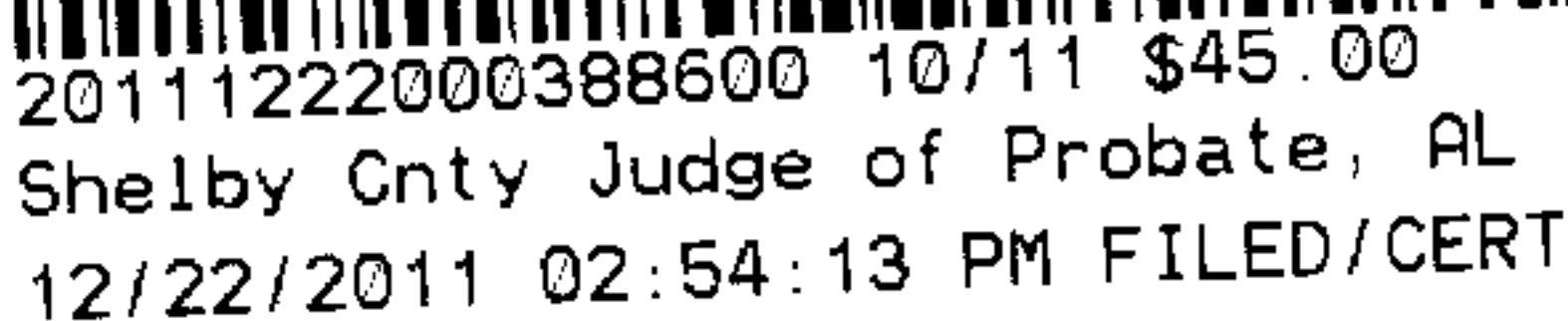


By: [Signature]
Name: TODD CONG
Title: MEMBER

seal this the 15th day of December, 2011.



NOTARY PUBLIC
My commission expires: **NOTARY PUBLIC STATE OF ALABAMA AT LARGE**
MY COMMISSION EXPIRES: Nov 1, 2014
BONDED THRU NOTARY PUBLIC UNDERWRITERS



Signature page to Amendment No. 2 to Declaration of Protective Covenants for Lee Branch Corporate Center

119:

119 Office Condo, LLC, an Alabama limited liability company

By:

Name: _____

Title:

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Issac David, whose name as owner of 119 Office Condo, 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 said instrument, _____, in _____ capacity as such owner and with full authority, executed the same voluntarily for and as the act of said company on the same that bears date.

Given under my hand and official seal this the 7th day of December, 2011.

[NOTARY SEAL]

Cassidy D Watson

NOTARY PUBLIC

My commission expires: 11-20-2013

Signature page to Amendment No. 2 to Declaration of Protective Covenants for Lee Branch Corporate Center

SOUTHPOINT BANK:

SouthPoint Bank, a state banking corporation

By: [Signature]
Name: Sr. Vice President
Title: Sr. Vice President

STATE OF ALABAMA)
:
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Howie Myers, whose name as Sr Vice President of SouthPoint Bank a state banking corporation, 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, he, in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said banking corporation on the same that bears date.

Given under my hand and official seal this the 7th day of December, 2011.

[NOTARY SEAL]

Carolyn D Watson
NOTARY PUBLIC
My commission expires: 11-20-2013