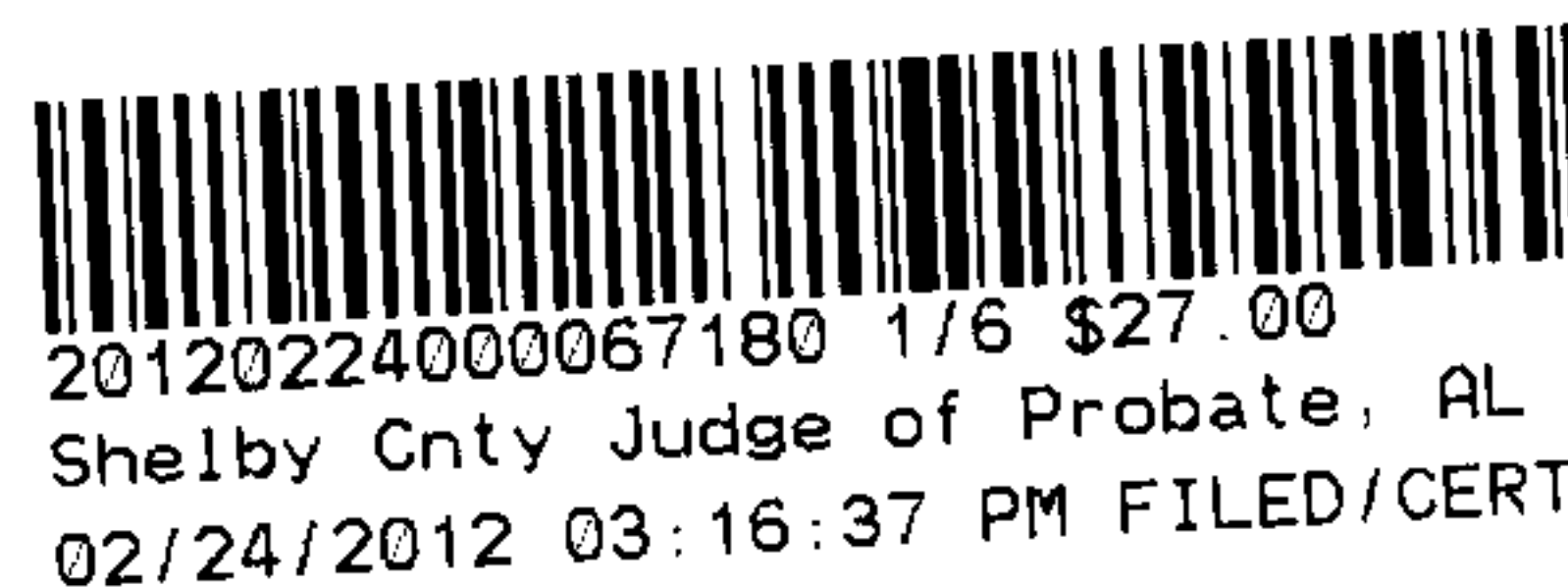


*This instrument prepared by
and when recorded return to:*
Claude McCain Moncus, Esq.
CORLEY MONCUS, P.C.
728 Shades Creek Parkway
Suite 100
Birmingham, Alabama 35209
205.879.5959



**NEGATIVE PLEDGE AGREEMENT
[NONENCUMBRANCE]**

THIS NEGATIVE PLEDGE AGREEMENT [NONENCUMBRANCE] (this “Agreement”) is being entered into as of the 14th day of February, 2012 by **LIVING RIVER: A RETREAT ON THE CAHABA, INC.**, an Alabama non-profit corporation (“Borrower”), in favor of **OAKWORTH CAPITAL BANK**, an Alabama banking corporation (“Lender”).

RECITALS:

Lender has agreed to make available to Borrower a loan in an amount of up to Seven Hundred Eighty Seven Thousand and no/100 Dollars (\$787,000.00) (the “Loan”), for the purposes of making improvements to Borrower’s property located in Shelby and Bibb Counties, as described in Exhibit A attached hereto and made a part hereof (the “Property”).

In order to induce Lender to make the Loan available to Borrower, Borrower has agreed to enter into this Agreement with respect to the Property.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Lender to make the Loan to Borrower, Borrower, intending to be legally bound hereby, agrees as follows:

1. **Representations and Warranties of Borrower.** To induce Lender to make the Loan to Borrower, Borrower represents and warrants to Lender that:
 - a. Borrower is an Alabama nonprofit corporation, duly organized and validly existing under the laws of the State of Alabama;
 - b. Borrower has the lawful power to own its properties, including the Property, and to engage in the business it conducts;
 - c. The execution and performance of this Agreement will not, immediately, or with the passage of time, the giving of notice, or both, violate any

provision of the articles of incorporation or the bylaws of the Borrower, or violate any laws or result in a default under any contract, agreement, or instrument to which Borrower is a party or by which Borrower or any of its properties are bound;

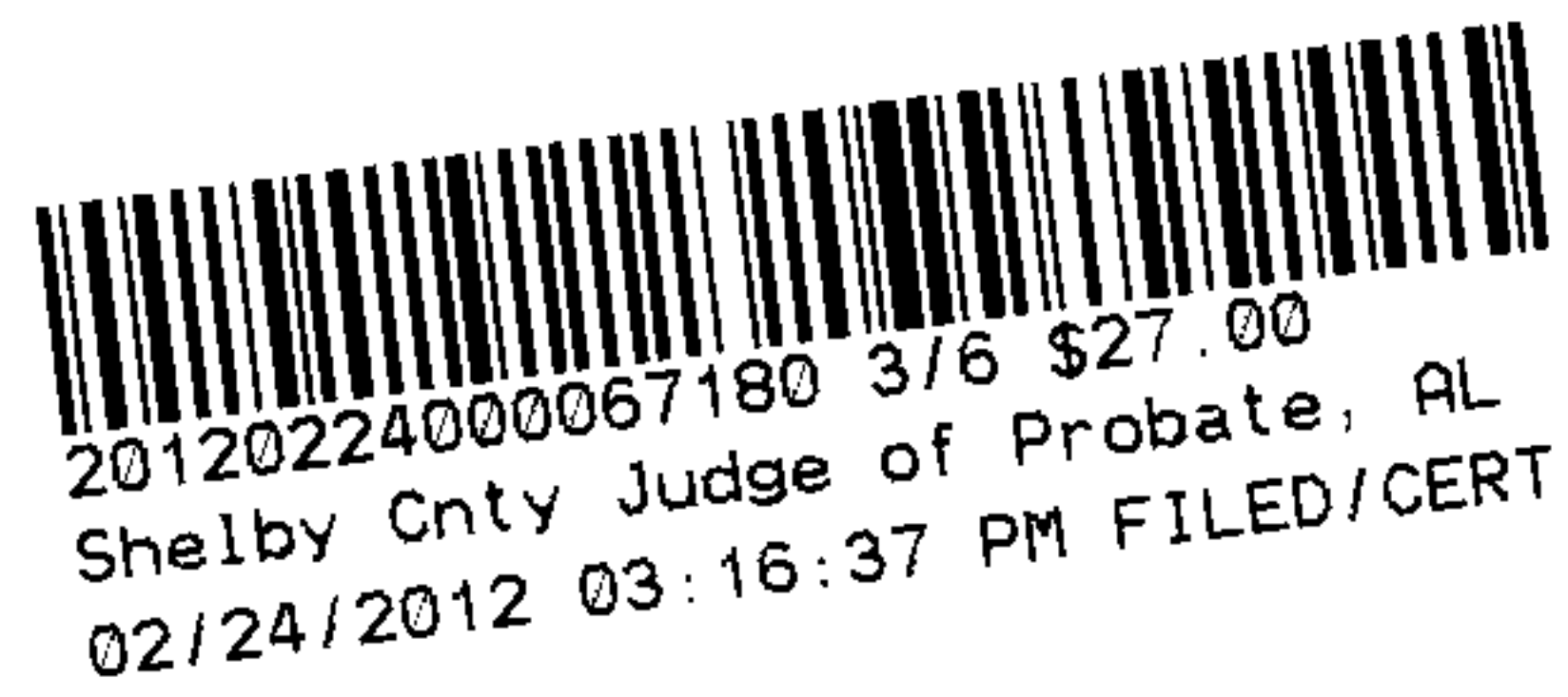
- d. Borrower has the power and authority to enter into and perform this Agreement, and to incur the obligations herein, and has taken all corporate action necessary to authorize the execution, deliver, and performance of this Agreement;
- e. This Agreement, when delivered, will be valid, binding, and enforceable in accordance with its terms;
- f. There is no pending order, notice, claim, litigation, proceeding or investigation against or affecting Borrower or the Property, whether or not covered by insurance, that would involve the payment of \$25,000 or more if adversely determined;
- g. Borrower has good and marketable fee simple title to the Property and all of its assets, subject to no mortgage, security interest, encumbrance or lien other than the items and matters listed on Schedule B, Part 2, Exceptions of that certain title commitment dated January 23, 2012, issued by The Title Group Incorporated as agent for Old Republic National Title Insurance Company;
- h. No representation or warranty by Borrower contained herein, or in any document furnished by Borrower in connection herewith, contains any untrue statement of material fact or omits to state a material fact necessary to make such representation or warranty not misleading in light of the circumstances under which it was made;
- i. To Borrower's best knowledge and belief, no "hazardous substance" (as the term is defined in Section 1.01 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended) has been released, discharged, or stored on the Property by Borrower, by any third party, or by any predecessor in interest or title to Borrower; and
- j. The Property is otherwise in compliance with all applicable local, state and federal environmental laws and regulations.

2. **Negative Pledge.** Until the Loan has been repaid in full, borrower shall not sell, assign, mortgage, encumber, or otherwise convey or transfer the Property, or any portion thereof or interest therein, without obtaining the prior written consent of

the Lender, which consent may be withheld by Lender in its sole and absolute discretion.

3. **Acceleration.** If Borrower should sell, assign, mortgage, encumber or convey all, or any part of the Property without the consent of the Lender, then, in such event, the Loan, and any and all indebtedness owing by Borrower to Lender, shall become immediately due and payable, without notice to Borrower, which notice Borrower hereby expressly waives.
4. **Recordation.** Borrower acknowledges and agrees that Lender intends to record this Agreement in the Office of the Judge of Probate of the counties in which the Property is located. Borrower agrees to pay all costs and expenses incurred by Lender in recording this agreement.
5. **Release.** Upon payment in full of the Loan, Lender agrees, upon request and at the expense of Borrower, to execute an instrument in recordable form canceling this Agreement.

[Signature page to follow]



IN WITNESS WHEREOF, Borrower has executed this instrument, or has caused the same to be properly executed, as of the day and year first above written.

LIVING RIVER: A RETREAT ON THE CAHABA, INC., an Alabama non-profit corporation

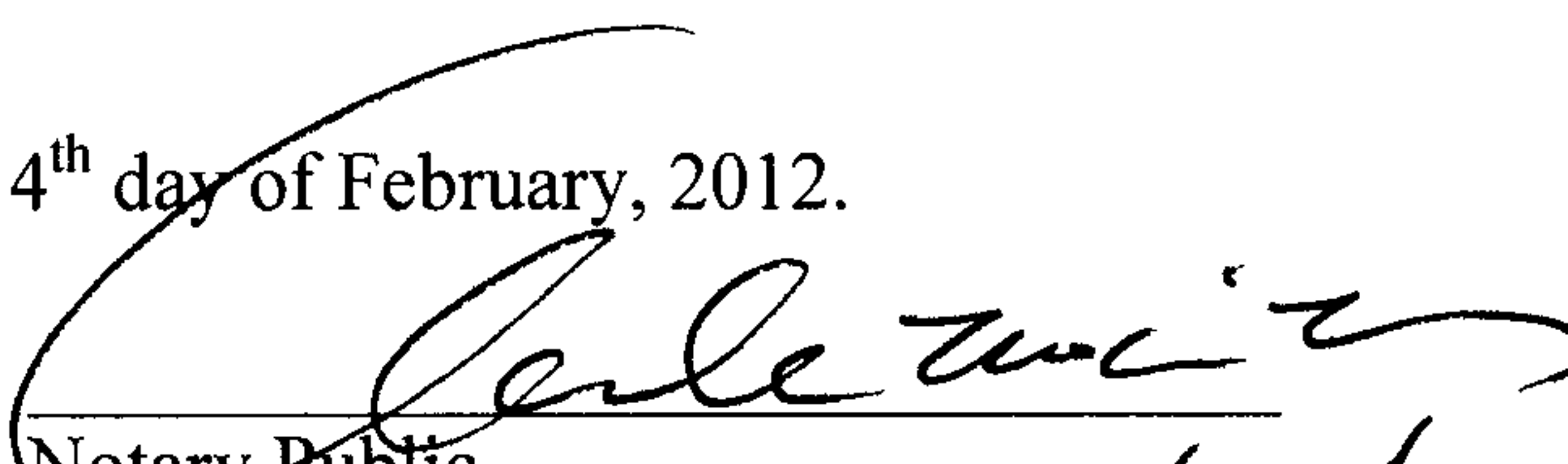
By:  [SEAL]
Name: Keener Hudson
Title: Chair of the Board


STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Keener Hudson whose name as Chair of the Board of LIVING RIVER: A RETREAT ON THE CAHABA, INC., an Alabama non-profit 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, as such officer and with full authority, executed the same voluntarily for and as the act of said nonprofit corporation.

Given under my hand and official seal this 14th day of February, 2012.

[Notary Seal]


Notary Public
My commission expires: 12/28/2015


20120224000067180 4/6 \$27.00
Shelby Cnty Judge of Probate, AL
02/24/2012 03:16:37 PM FILED/CERT

EXHBIIT A
(Legal Description)

PARCEL I:

That part of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ lying South and West of the Cahaba River and that part of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ lying North and West of the Cahaba River, Section 25, Township 21 South, Range 5 West; being situated in Shelby County, Alabama.

That part of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ lying South of the Cahaba River, and that part of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ lying North and West of the Cahaba River, Section 26, Township 21 South, Range 5 West, being situated in Shelby County, Alabama.

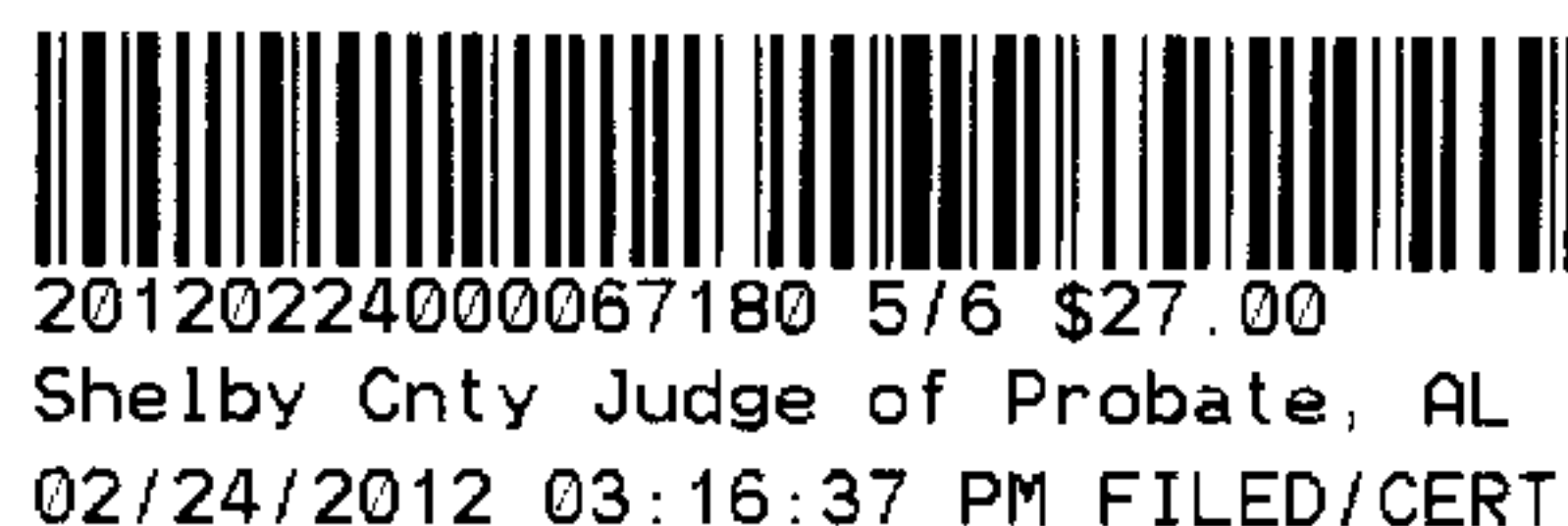
That part of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 35, Township 21 South, Range 5 West lying West and South of the Cahaba River; being situated in Shelby County, Alabama.

A parcel of land in the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 36, Township 21 South, Range 5 West lying South of the Cahaba River and being more particularly described as follows: Commencing at the Southwest corner of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 36; thence South 89 degrees 40 minutes 06 seconds East along the South line of said 16th section, a distance of 115.74 feet to a point on the South edge of the Cahaba River, and the point of beginning; thence North 67 degrees 29 minutes 32 seconds East along the South edge of the Cahaba River, a distance of 103.49 feet to a point; thence North 75 degrees 34 minutes 51 seconds East along the South edge of the Cahaba River, a distance of 178.89 feet, to a point; thence North 84 degrees 19 minutes 29 seconds East along the South edge of the Cahaba River, a distance of 597.45 feet to a point; thence South 82 degrees 26 minutes 52 seconds East along the South edge of the Cahaba River, a distance of 343.09 feet to a point on the East line of said 16th section; thence South 00 degrees 31 minutes 27 seconds West along the East line of said 16th section, a distance of 105.11 feet to the Southeast corner of said 16th section; thence North 89 degrees 40 minutes 06 seconds West along the South line of said 16th section, a distance of 1202.55 feet to the point of beginning; being situated in Shelby County, Alabama.

PARCEL II:

A parcel of land situated in the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 36, Township 21 South, Range 5 West, Shelby County, Alabama, being more particularly described as follows: Commence at the Northeast corner of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 36, Township 21 South, Range 5 West, Shelby County, Alabama, as shown on the Boundary Survey of Part of the Westervelt Land Co. Property by Wheeler Surveying and Mapping, dated October 4, 2001; thence in a Westerly direction along the North line of said Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 36, a distance of 543.39 feet to set PK nail, said point being the point of beginning; thence continue in a Westerly direction along the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 640.00 feet, more or less, to a set 5/8" capped WSECO rebar (CA#003) on the Southeasterly bank of the Cahaba River; thence in a Southwesterly direction, meandering along the Southeasterly bank of the Cahaba River a distance of 178 feet, more or less, to a set 5/8" capped WSECO rebar (CA#003) on the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ section as shown on said Westervelt Land Co. survey; thence in a Southerly direction (leaving the bank of the Cahaba River) along said West line a distance of 283.00 feet, more or less, to a set PK nail, said point being on the centerline of an

Negative Pledge Agreement
Page 5



existing paved road, said point being on a curve to the left having a radius of 1974.00 feet and a central angle of 06 degrees 23 minutes 55 seconds; thence an angle left of 120 degrees 37 minutes 17 seconds (angle measured to tangent) in a Northeasterly direction along the arc of said curve and along the centerline of said paved road a distance of 220.45 feet to a set PK nail, said point being the P.R.C. (Point of Reverse Curve) of a curve to the right having a radius of 6824.42 feet and a central angle of 02 degrees 05 minutes 29 seconds; thence in a Northeasterly direction along the arc of said curve and along the centerline of said paved road a distance of 249.10 feet to a set PK nail, said point being the P.T. (Point of Tangent); thence tangent to said curve in a Northeasterly direction and along the centerline of said paved road a distance of 39.77 feet to a set PK nail, said point being the P.C. (Point of Curve) of a curve to the right, having a radius of 451.04 feet and a central angle of 26 degrees 20 minutes 48 seconds; thence in a Northeasterly direction along the arc of said curve and along the centerline of said paved road a distance of 207.41 feet to a set PK nail, said point being the P.T. (Point of Tangent); thence tangent to said curve in a Northeasterly direction and along the centerline of said paved road a distance of 168.63 feet to the point of beginning.

PARCEL III:

Northwest $\frac{1}{4}$ of Southwest $\frac{1}{4}$, Section 36, Township 21 South, Range 5 West, Bibb County, Alabama.

The Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, the Southeast $\frac{1}{4}$ lying East of the Cahaba River, and all that part of the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ lying East of the Cahaba River, in Section 35, Township 21 South, Range 5 West, all being in Bibb County, Alabama.

The Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ lying East of the Cahaba River, Section 26, Township 21 South, Range 5 West, Bibb County, Alabama.

That part of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ lying east of the Cahaba River in Section 26, Township 21 South, Range 5 West, Bibb County, Alabama.

