

AGREEMENT TO ALLOW PLACEMENT OF DIRT AND AGREEMENT FOR ACCESS

This Agreement is made and entered into as of the 14th of March, 2008, by and between A. Philip Cook, Jr., an individual ("Seller") and North Shelby Office Park, LLC and North Shelby Office Park II, LLC, both Alabama limited liability companies ("Buyer").

RECITALS:

1. Seller has agreed to sell to Buyer, and Buyer has agreed to purchase from Seller, on the terms and conditions more fully set forth in those certain Real Estate Purchase Agreements dated as of December 20, 2007 (the "Contracts") certain real estate located in Shelby County, Alabama, at 3700 Cahaba Beach Road, more particularly described on Exhibit "A" attached hereto and incorporated herein (the "Property").
2. Buyer has also entered into an Option Agreement with Seller, on the terms and conditions more fully set forth in that certain Option Agreement dated as of December 20, 2007 (the "Option Agreement") certain adjacent real estate located in Shelby County, Alabama, also at 3700 Cahaba Beach Road, more particularly described on Exhibit "B" attached hereto and incorporated herein (the "Option Property").
3. In conjunction with widening of Cahaba Beach Road, a substantial amount of excess dirt will become available (the "Dirt"). The parties have agreed that it will be useful and economical, and will increase the value of the Option Property, for such dirt to be placed onto the Option Property in accordance with a comprehensive site development plan to be prepared by Gonzalez-Strength & Associates, Inc. (the "Plan").

NOW, THEREFORE, in consideration of the foregoing premises and the agreements and undertakings contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Preparation of the Plan. In order for any of the Dirt to be placed on the Option Property, Buyer shall cause the completion of the Plan at Buyer's sole cost and expense. Seller shall be consulted during the progress of the Plan and shall have the opportunity to provide input into the preparation of the Plan. The Plan shall be subject to the reasonable approval of Seller.

Section 2. Scope of the Plan. The Plan shall be a comprehensive site development plan for the Option Property to include building placement, parking areas, roads and driveways, utilities, drainage systems, future maintenance of the Dirt placed on the Option Property and access to the Option Property from Cahaba Beach Road through Lot I as described on Exhibit A attached hereto.

Section 3. Access. In consideration of this agreement, Buyer shall grant to Seller by separate written and recorded instrument two easements each not less than 60 feet wide over and across said Lot 1 for access to the Option Property and ingress and egress to and from the Option Property to and from Cahaba Beach Road as shall be shown on the Plan which easements shall be easements appurtenant to the Option Property and which may be improved and paved by Seller in his sole discretion and at his sole expense.

Section 4. Placement of Dirt. Seller agrees that Buyer may, in conjunction with road construction activities on Cahaba Beach Road place on the Option Property such amounts of the Dirt as shall be shown on the Plan and strictly in accordance with the Plan. Buyer agrees that no Dirt shall be placed on the Option Property and no other activities of any kind shall take place on the Option Property by Buyer or its agents or contractors without the prior written approval of Seller.

Section 5. Amendment. The parties agree that they shall enter into an appropriate amendment to this agreement when the Plan has been approved by Seller.

Section 6. Buyer's Indemnification of Seller.

(a) Buyer agrees to indemnify and hold Seller harmless from any and all costs, liabilities, claims or damages, of any nature, which may be made in connection with or arising from any activities of Buyer or its agents or contractors on the Option Property.

(b) Promptly after receipt by Seller of notice of the commencement of any action against it, Seller will, if a claim is to be made against Seller, give notice to Buyer of the commencement of such action. Failure to notify the Buyer will relieve the Buyer of any liability to the extent Buyer demonstrates that the defense of such action is prejudiced by the Seller's failure to give such notice.

(c) If any action is brought against Seller and Seller gives notice to Buyer of the commencement of such action, Buyer will be entitled to participate in such action and, to the extent that it wishes, to assume the defense of such action with counsel reasonably satisfactory to Seller and, after notice in writing from Buyer to Seller of its election to assume the defense of such proceeding, Buyer will not, as long as it diligently conducts such defense, be

liable to Seller for any fees of other counsel or any other expenses with respect to the defense of such proceeding, in each case subsequently incurred by Seller in connection with the defense of such proceeding. If notice is given to Buyer of the commencement of any proceeding and Buyer does not, within ten (10) days after Seller's notice is given, give notice to Seller of its election to assume the defense of such proceeding, Buyer will be bound by any determination made in such proceeding or any compromise or settlement effected by Seller.

(d) Notwithstanding the foregoing, if Seller determines in good faith that there is a reasonable probability that a proceeding may adversely affect it or its affiliates other than as a result of monetary damages for which it would be entitled to indemnification under this Agreement, Seller may, by notice to Buyer, assume the exclusive right to defend, compromise or settle such proceeding at the expense of Seller, but Buyer will not be bound by any determination of a proceeding so defended or any compromise or settlement effected without its consent (which may not be unreasonably withheld or delayed).

Section 7. Notices. All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), or (b) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses set forth below (or to such other addresses and facsimile numbers as a party may designate by notice to the other parties):

If to Buyer:

North Shelby Office Park, LLC
North Shelby Office Park II, LLC
2301 Morris Avenue, Suite 105
Birmingham, Alabama 35203

If to Seller:

A. Philip Cook, Jr.
P.O. Box 10567
Birmingham, Alabama 35202

Copies to:

Mark E. Hoffman, Esquire
Mark E. Hoffman, P.C.
2229 First Avenue North
Birmingham, Alabama 35203

Meade Whitaker, Jr., Esquire
Bradley, Arant, Rose & White
LLP
1819 Fifth Avenue North
Birmingham, Alabama 35203

Section 8. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

Section 9. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain.

Section 10. Headings. The headings of this Agreement are for convenience of reference only, and shall not alter or affect the meaning of any provision.

Section 11. Amendment. This Agreement may be amended only by a written agreement executed by the parties hereto.

Section 12. Assignment. Neither party may assign this Agreement without the prior written consent of the other party except to an entity owned or controlled by the assigning party or except to a succeeding owner of the Option Property.

Section 13. Entire Agreement. This Agreement supersedes all prior agreements between the parties with respect to the placement of fill dirt and constitutes the entire agreement between the parties with respect to the subject matter hereof.

Section 14. Binding Effect. The parties hereto understand, acknowledge and agree that this Agreement shall be binding upon and inure only to the benefit of the parties to this Agreement. This Agreement shall not be binding upon nor should it inure to the benefit of the parties' respective heirs, executors, assigns, and successors and the duties and obligations of Seller under the Agreement shall only extend to Buyer and shall not run with the land so as to extend to or benefit any future owner of the Property.

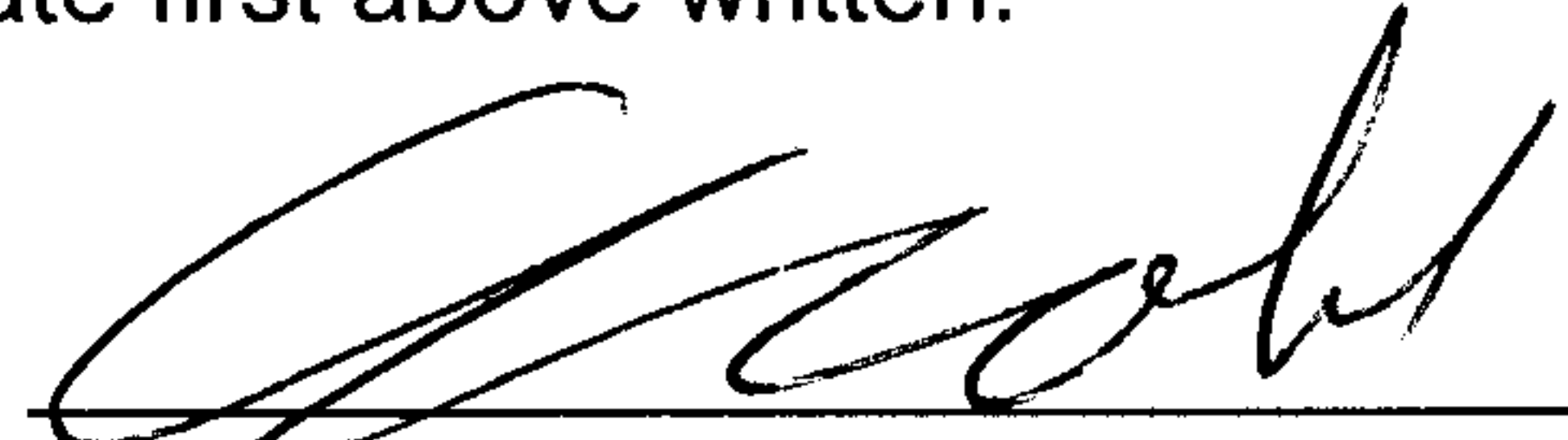
Section 15. Negotiated Agreement. The parties acknowledge that they have been advised and represented by counsel in the negotiation, execution and delivery of the Agreement and accordingly agrees that if any ambiguity exists with respect to any provision of this Agreement, such provision shall not be construed against any party solely because such party or its representatives were the drafters of any such provision.

[Signatures on next page]



20120307000080440 5/12 \$45.00
Shelby Cnty Judge of Probate, AL
03/07/2012 12:34:43 PM FILED/CERT

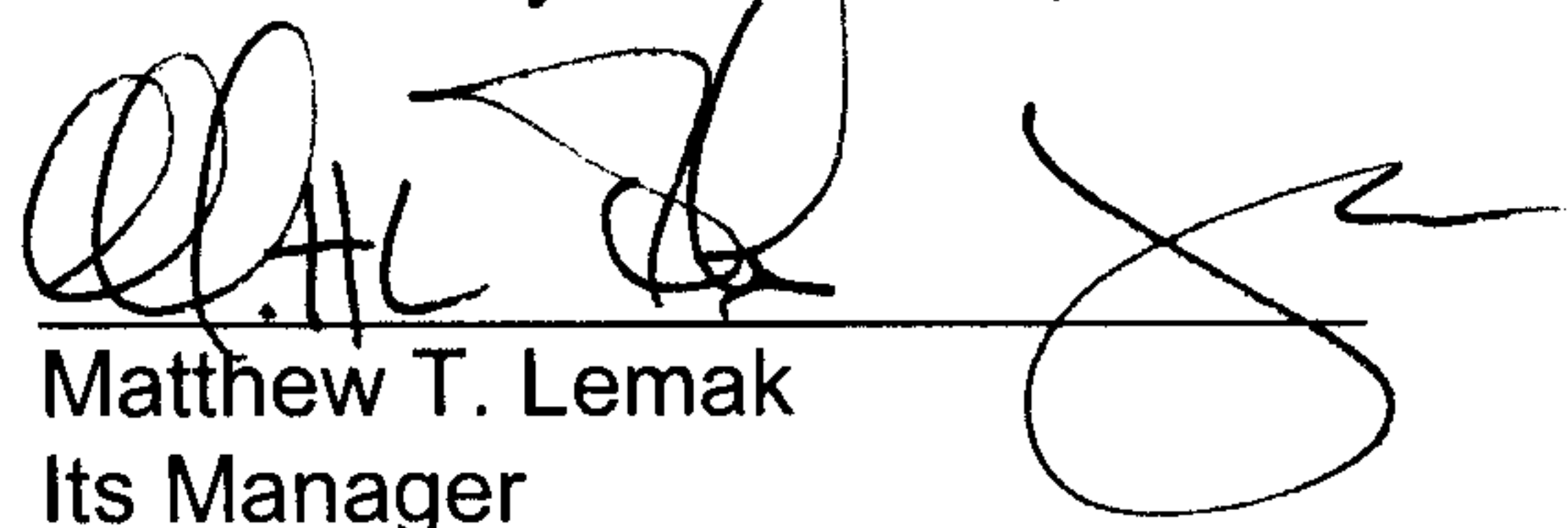
IN WITNESS WHEREOF, Seller has hereunto set his hand and seal, and Buyer has caused this Agreement to be duly executed, and the parties have caused this Agreement to be dated as of the date first above written.



A. Philip Cook, Jr.

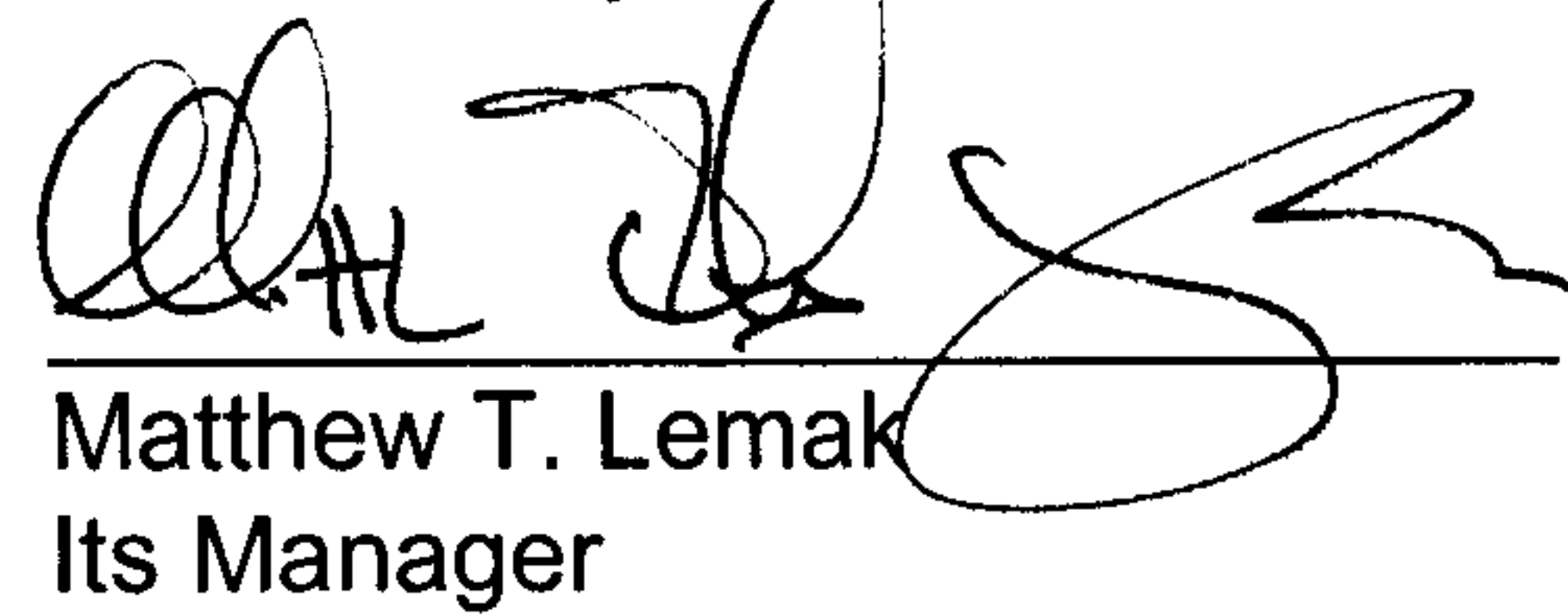
North Shelby Office Park, LLC

By:


Matthew T. Lemak
Its Manager

North Shelby Office Park II, LLC

By:


Matthew T. Lemak
Its Manager



20120307000080440 6/12 \$45.00
Shelby Cnty Judge of Probate, AL
03/07/2012 12:34:43 PM FILED/CERT

EXHIBIT A

LOT 1 LEGAL DESCRIPTION

A parcel of land situated in the Southwest one-quarter of the Southwest one-quarter of Section 30, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of said quarter-quarter Section; thence run South 89 degrees 20 minutes 34 seconds East along the South line for a distance of 253.60 feet; thence leaving said South line, run North 07 degrees 43 minutes 19 seconds East for a distance of 461.80 feet to the POINT OF BEGINNING; thence North 00 degrees 00 minutes 00 seconds West for a distance of 476.56 feet; thence run North 90 degrees 00 minutes 00 seconds East for a distance of 241.21 feet; thence run South 00 degrees 00 minutes 00 seconds East for a distance of 112.66 feet; thence run North 89 degrees 38 minutes 14 seconds East for a distance of 143.98 feet; thence run North 34 degrees 06 minutes 04 seconds East for a distance of 63.33 feet to the point of commencement of a non-tangent curve to the right, said curve having a radius of 125.25 feet, a central angle of 45 degrees 18 minutes 06 seconds, a chord bearing of North 56 degrees 04 minutes 18 seconds East for a chord distance of 96.47 feet; thence run along arc of said curve for a distance of 99.03 feet to a point on the Westernmost right of way line of Cahaba Beach Road and a point on a non-tangent curve to the right, said curve having a radius of 992.10 feet, a central angle of 00 degrees 10 minutes 38 seconds, a chord bearing of South 43 degrees 52 minutes 34 seconds East for a chord distance of 3.07 feet; thence run along arc of said curve and along said right of way for a distance of 3.07 feet; thence run South 43 degrees 48 minutes 29 seconds East along said right of way for a distance of 39.82 feet to the point of commencement of a curve to the right, said curve having a radius of 263.50 feet, a central angle of 46 degrees 55 minutes 39 seconds, a chord bearing of South 20 degrees 20 minutes 39 seconds East for a chord distance of 209.83 feet; thence run along arc of said curve and along said right of way for a distance of 215.82 feet; thence run South 03 degrees 07 minutes 10 seconds West along said right of way for a distance of 109.89 feet; thence run South 02 degrees 23 minutes 55 seconds East along said right of way for a distance of 105.49 feet; thence run South 07 degrees 54 minutes 59 seconds East along said right of way for a distance of 28.30 feet; thence leaving said right of way, run South 89 degrees 58 minutes 38 seconds West for a distance of 605.71 feet to the POINT OF BEGINNING. Said parcel contains 258,219 square feet or 5.93 acres more or less.

LOT 2
LEGAL DESCRIPTION

A parcel of land situated in the Southwest one-quarter of the Southwest one-quarter of Section 30, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Southwest corner of said quarter-quarter Section; thence run North 00 degrees 31 minutes 45 seconds West along the West line of said Section for a distance of 1175.79 feet; thence leaving said West line, run South 86 degrees 19 minutes 16 seconds East for a distance of 398.74 feet to the point of commencement of a curve to the right, said curve having a radius of 547.00 feet, a central angle of 12 degrees 18 minutes 50 seconds, a chord bearing of South 80 degrees 09 minutes 50 seconds East for a chord distance of 117.33 feet; thence run along arc of said curve for a distance of 117.56 feet to a point on the Southernmost right of way line of Cahaba Beach Road (60' right of way) and the point of commencement of a non-tangent curve to the right, said curve having a radius of 233.55 feet, a central angle of 22 degrees 14 minutes 27 seconds, a chord bearing of South 71 degrees 48 minutes 43 seconds East for a chord distance of 90.09 feet; thence run along arc of said curve and along said right of way for a distance of 90.66 feet to the point of commencement of a non-tangent curve to the right, said curve having a radius of 992.10 feet, a central angle of 16 degrees 42 minutes 17 seconds, a chord bearing of South 52 degrees 19 minutes 01 seconds East for a chord distance of 288.22 feet; thence run along arc of said curve and along said right of way for a distance of 289.25 feet to the point of commencement of a non-tangent curve to the left, thence leaving said right of way, said curve having a radius of 125.25 feet, a central angle of 45 degrees 18 minutes 04 seconds, a chord bearing of South 56 degrees 04 minutes 17 seconds West for a chord distance of 96.47 feet; thence leaving said right of way, run along arc of said curve for a distance of 99.03 feet; thence run South 34 degrees 06 minutes 04 seconds West for a distance of 63.33 feet; thence run South 89 degrees 38 minutes 14 seconds West for a distance of 143.98 feet; thence run North 00 degrees 00 minutes 00 seconds West for a distance of 112.66 feet; thence run North 90 degrees 00 minutes 00 seconds West for a distance of 241.21 feet; thence run South 00 degrees 00 minutes 00 seconds East for a distance of 476.56 feet; thence run South 07 degrees 43 minutes 19 seconds West for a distance of 461.80 feet; thence run North 89 degrees 20 minutes 34 seconds West for a distance of 253.60 feet to the POINT OF BEGINNING. Said parcel contains 458,712 square feet or 10.53 acres more or less. Less and except any portion lying within Cahaba Beach Road right of way.

EXHIBIT B

LOT 3 LEGAL DESCRIPTION

A parcel of land situated in the Southwest one-quarter of the Southwest one-quarter of Section 30, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of said quarter-quarter Section; thence run South 89 degrees 20 minutes 34 seconds East along the South line for a distance of 253.60 feet to the POINT OF BEGINNING; thence run North 07 degrees 43 minutes 19 seconds East for a distance of 461.80 feet; thence run North 89 degrees 58 minutes 38 seconds East for a distance of 605.71 feet to a point on the Westernmost right of way line of Cahaba Beach Road; thence run South 07 degrees 54 minutes 59 seconds East along said right of way for a distance of 85.86 feet; thence run South 07 degrees 54 minutes 59 seconds East along said right of way for a distance of 219.21 feet; thence run North 89 degrees 21 minutes 23 seconds West for a distance of 395.07 feet; thence run South 06 degrees 07 minutes 29 seconds East for a distance of 164.88 feet to a point on the South line of said quarter-quarter Section; thence run North 89 degrees 20 minutes 34 seconds West along said South line for a distance of 332.34 feet to the POINT OF BEGINNING. Said parcel contains 243,963 square feet or 5.60 acres more or less.

**FIRST AMENDMENT
to
AGREEMENT TO ALLOW PLACEMENT OF DIRT
AND
AGREEMENT FOR ACCESS**

THIS FIRST AMENDMENT TO AGREEMENT TO ALLOW PLACEMENT OF DIRT AND AGREEMENT FOR ACCESS is made and entered into by and between **A. PHILIP COOK, JR. ("Seller")** and **NORTH SHELBY OFFICE PARK, LLC and NORTH SHELBY OFFICE PARK II, LLC**, both Alabama limited liability companies (together, "Purchaser").

The parties have heretofore entered into that certain Agreement to Allow Placement of Dirt and Agreement for Access dated March 14, 2008 (the "Agreement"). As contemplated by Section 5 of the Agreement, the parties are entering into this Amendment in order clarify the provisions of Section 4 of the Agreement and to amend Section 3 of the Agreement. Accordingly, the parties are entering into this Amendment in order to confirm the foregoing.

NOW, THEREFORE, for and in consideration of the premises, the parties agree as follows:

1. Section 3 of the Agreement is amended to read as follows:

Section 3. Access. In consideration of this agreement, Buyer shall grant to Seller by separate written and recorded instrument an appropriate easement within the existing service entrance road from Cahaba Beach Road into Lot 1 and the Option Property and two appropriate easements for access to the proposed building sites on the Option Property from said easement within said service road, all pursuant to the Plan so as to provide access to the Option Property from Cahaba Beach Road which easements shall be easements appurtenant to the Option Property and which may be improved and paved by Seller in his sole discretion and at his sole expense.

2. The Site Grading and CBMP Plan (the "Site Plan") and the Conceptual Master Plan prepared by Gonzalez-Strength & Associates attached hereto are adopted and approved.

3. The only activities that Purchaser may undertake on the Option Property are the placement of dirt strictly in accordance with the Plan and only such clearing of the Option Property as is necessary for the placement of such dirt.

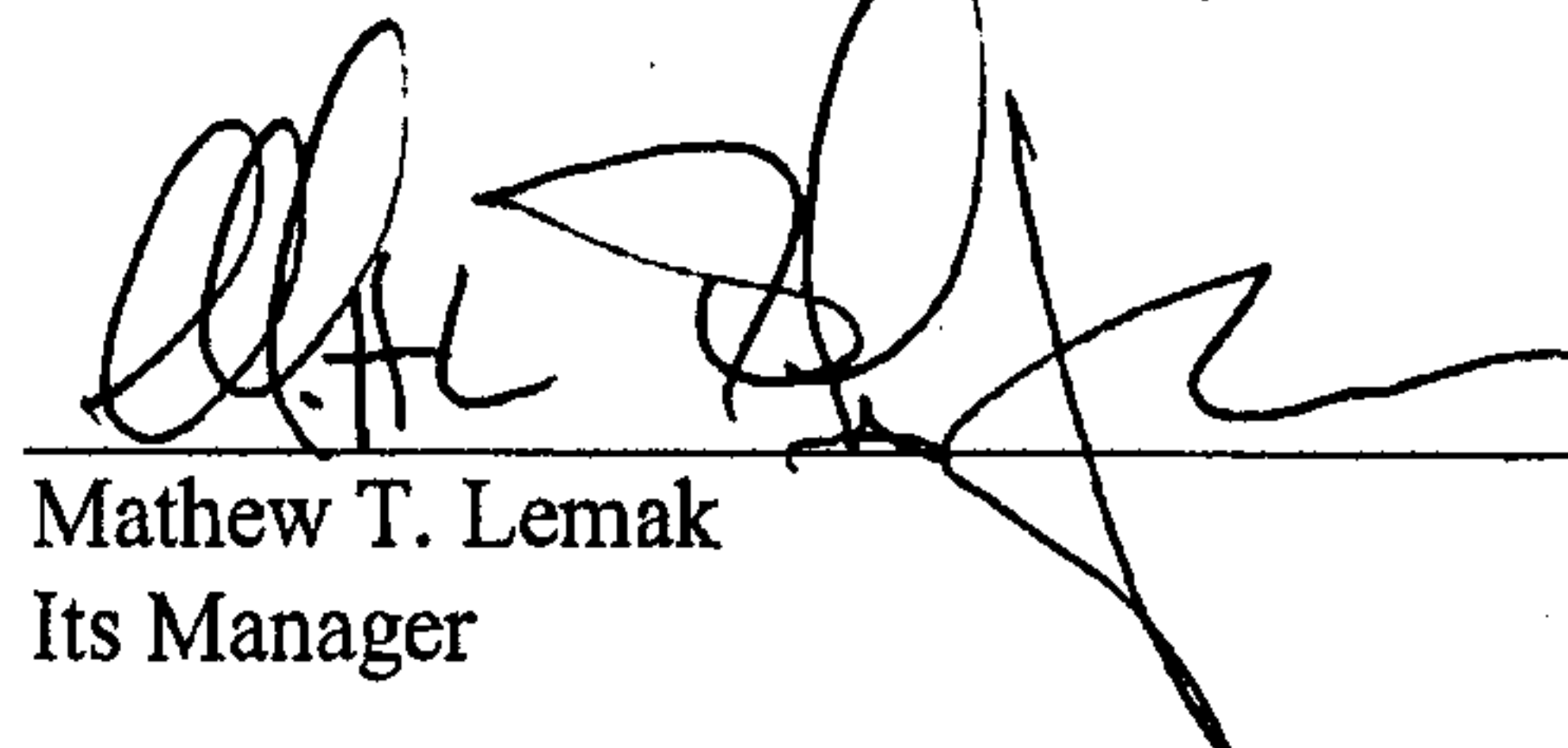
4. It is understood that the Plan as defined in the Agreement will be further refined from the current Conceptual Master Plan (attached hereto) into a definitive and comprehensive development plan in accordance with Sections 1 and 2 of the Agreement.

5. As so amended, the Agreement is ratified and confirmed and declared to be in full force and effect.

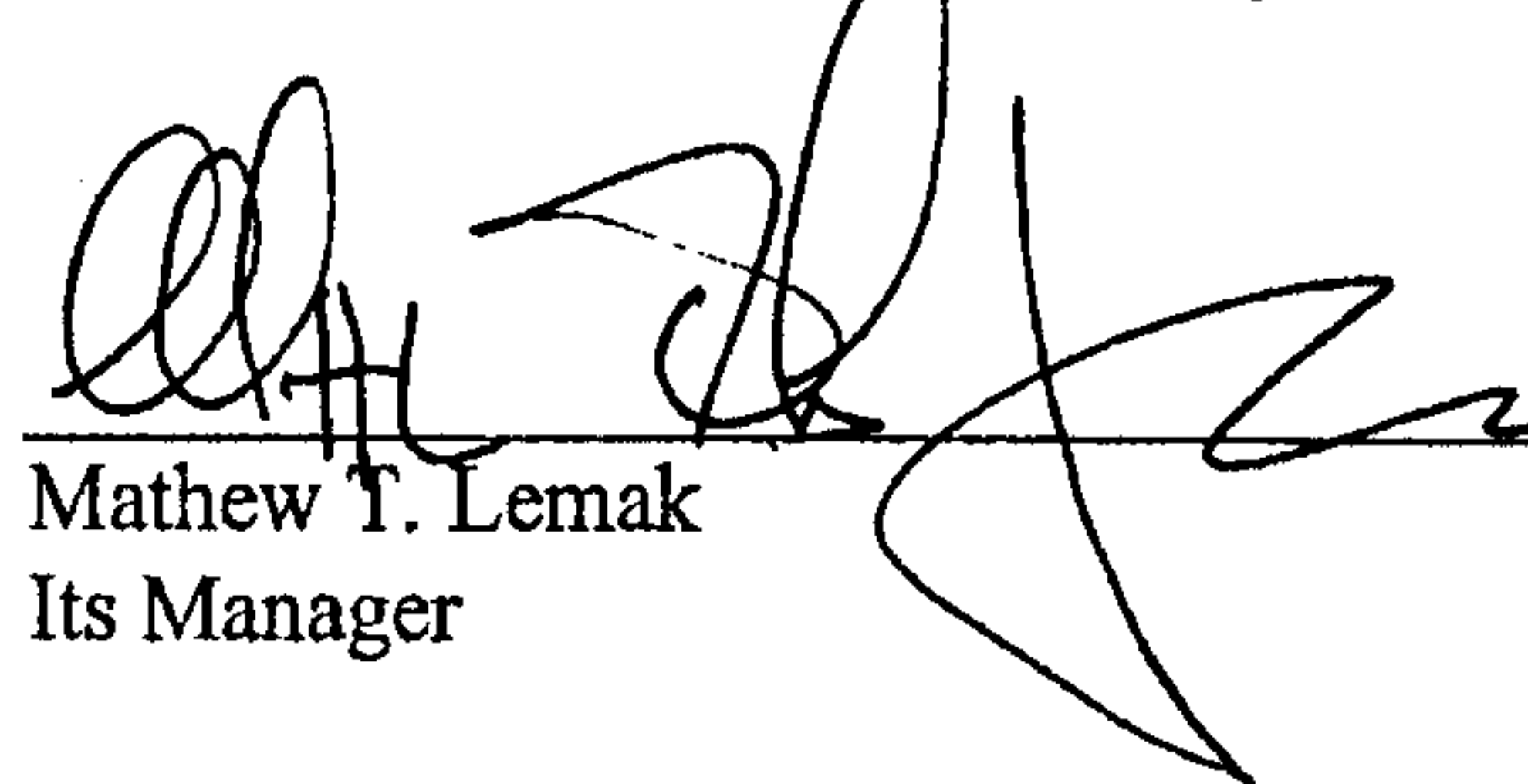
Dated this th25 day of April, 2008.

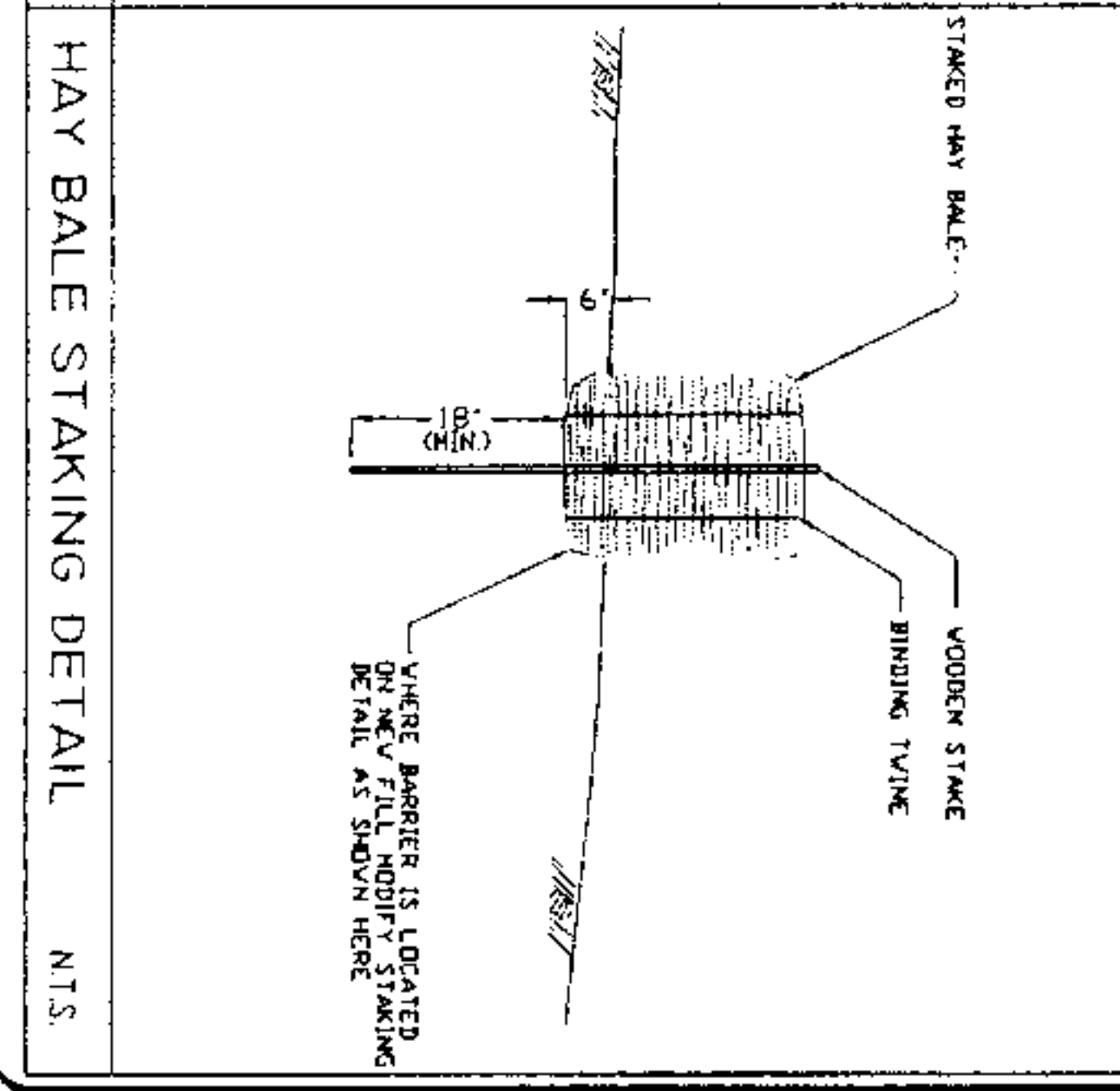
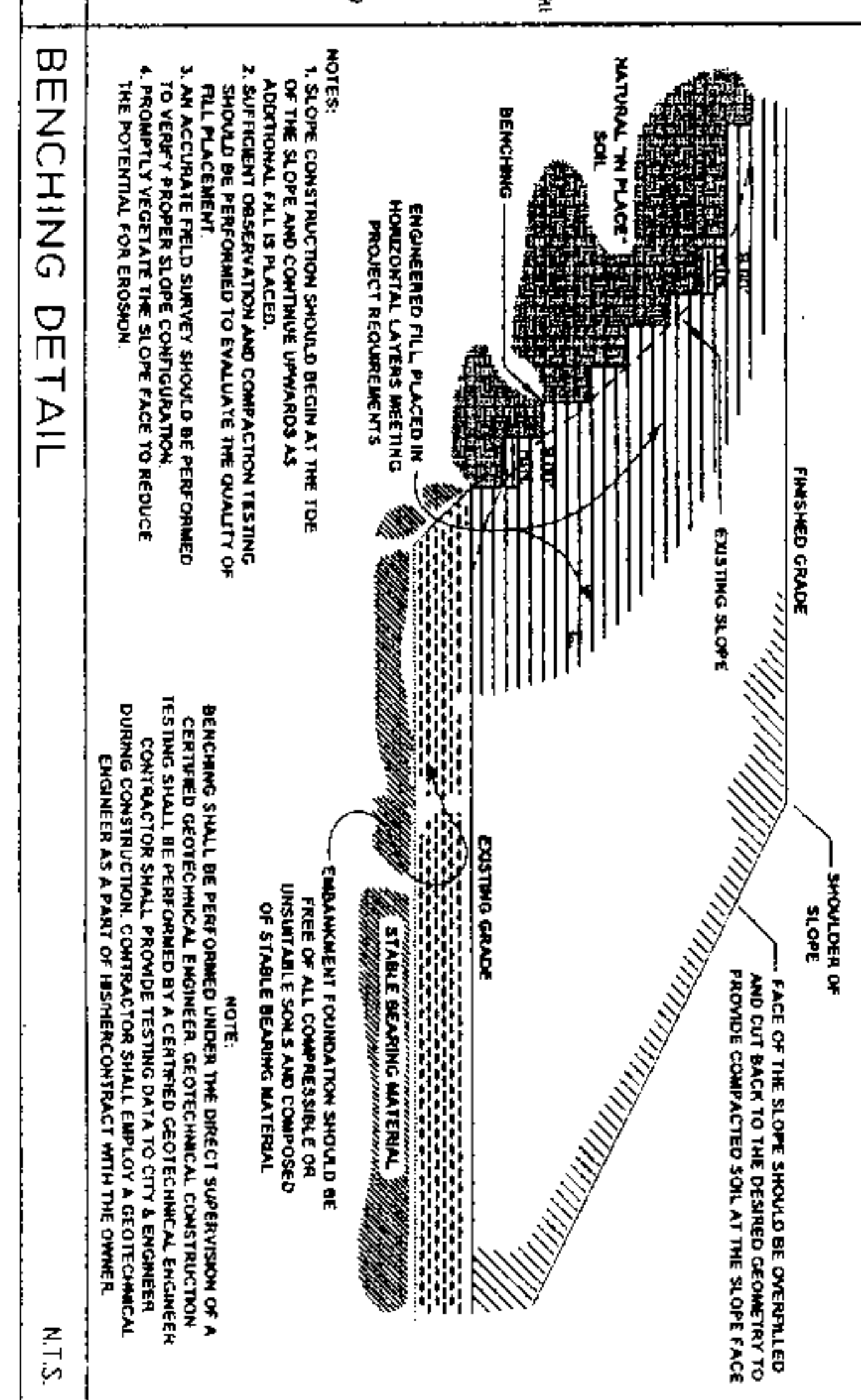
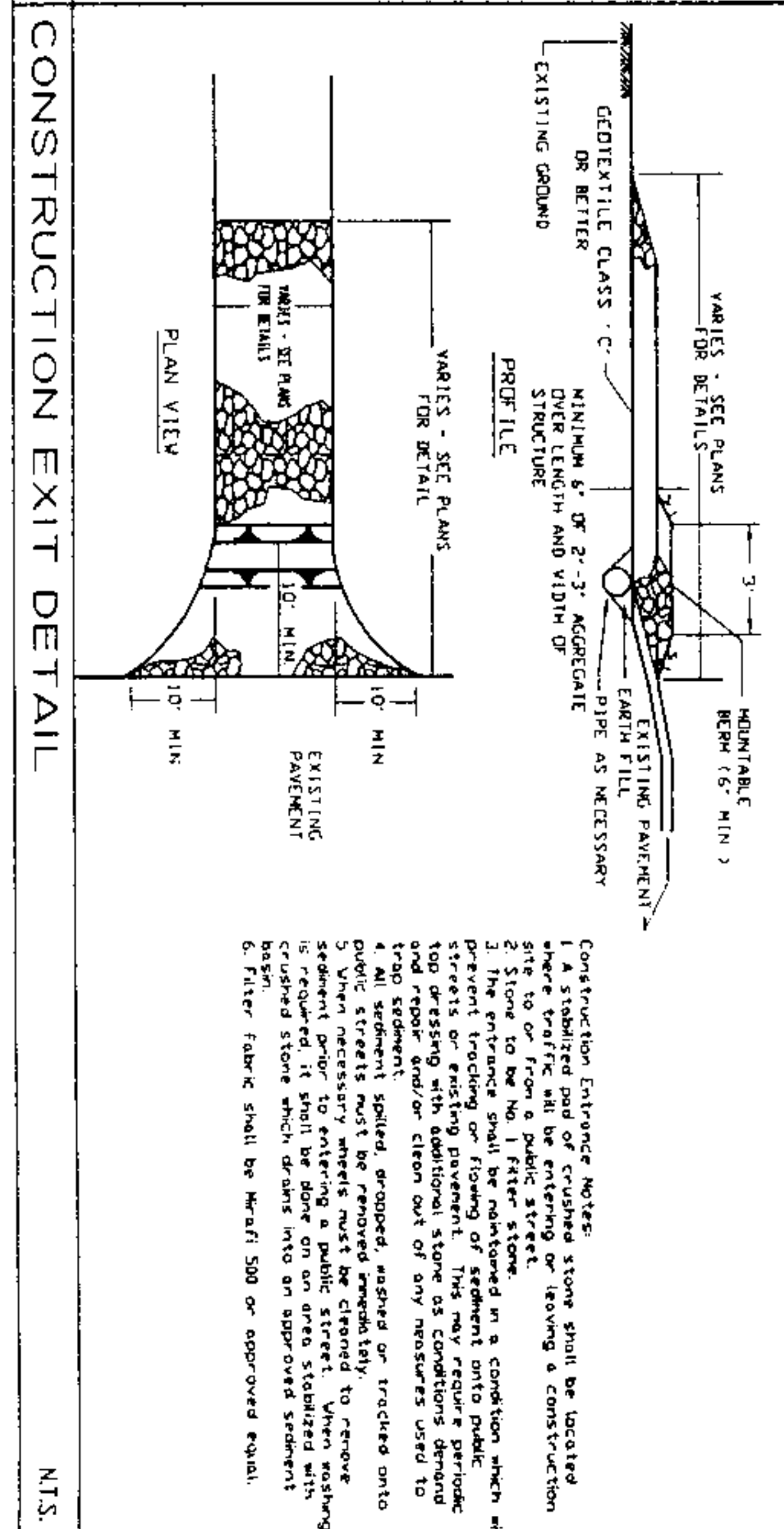
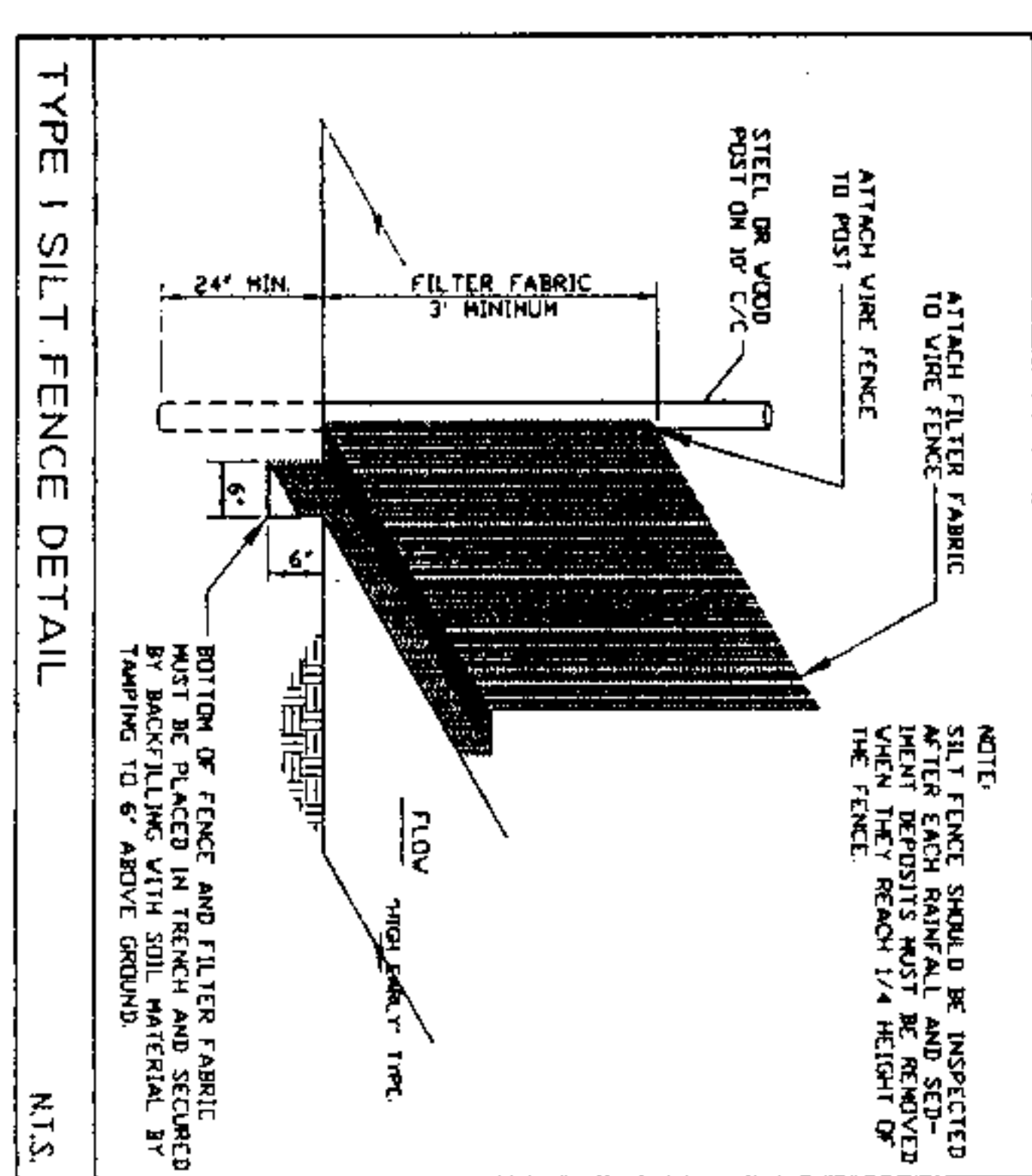
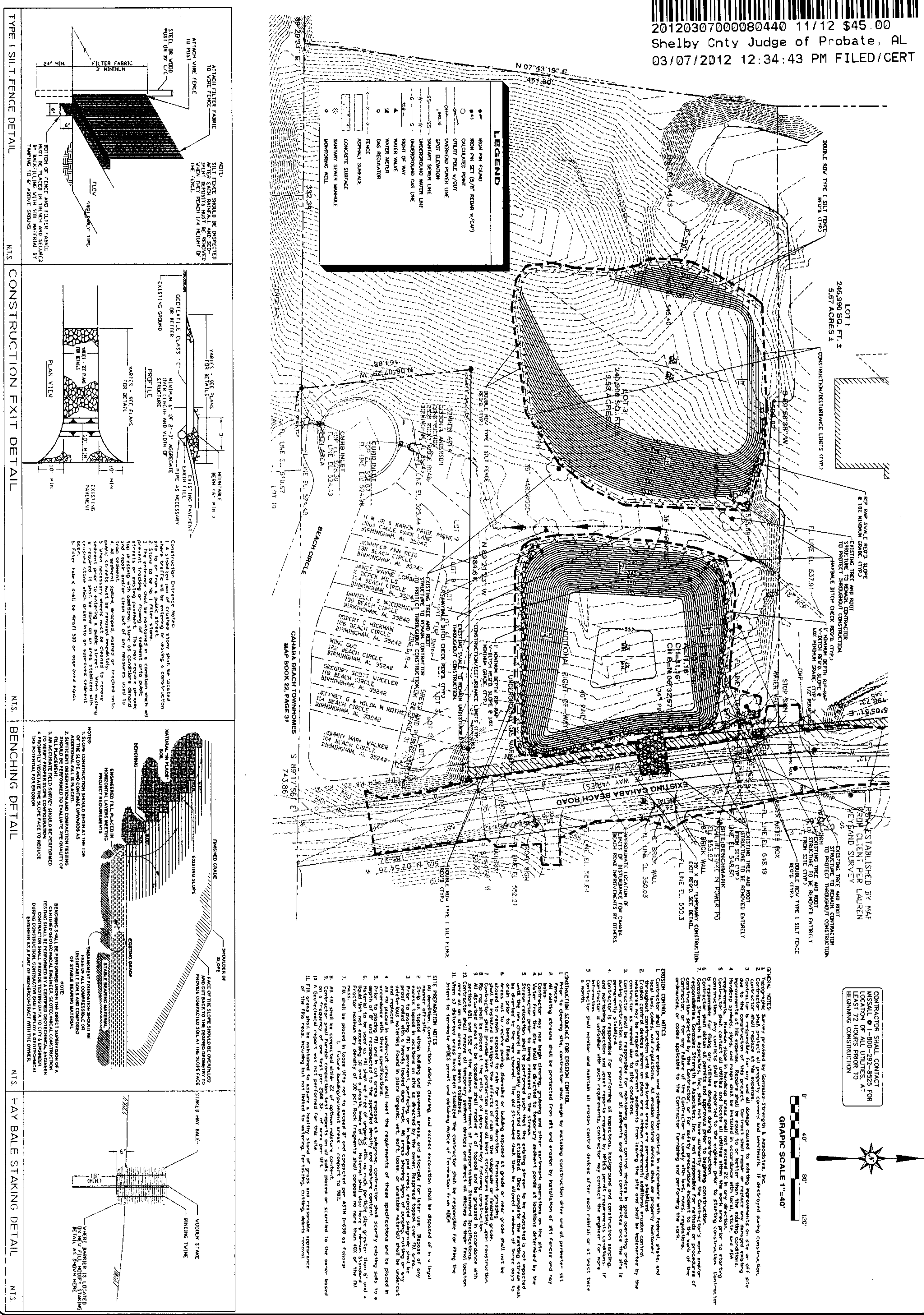

A. Philip Cook, Jr.

NORTH SHELBY OFFICE PARK, LLC

By: 
Mathew T. Lemak
Its Manager

NORTH SHELBY OFFICE PARK II, LLC

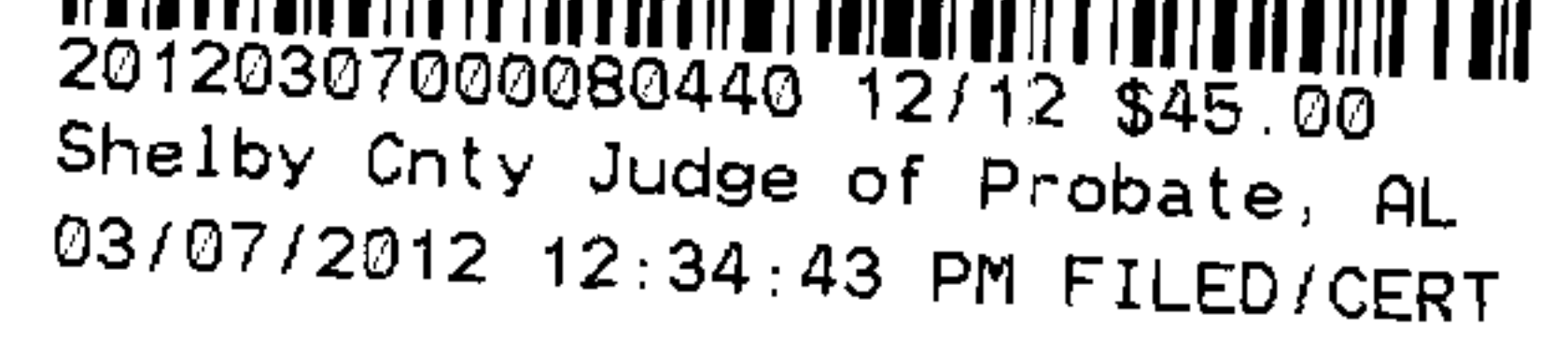
By: 
Mathew T. Lemak
Its Manager



CONTRACTOR SHALL CONTACT MISSAL @ 1-800-292-5525 FOR LOCATION OF ALL UTILITIES AT LEAST 72 HOURS PRIOR TO BEGINNING CONSTRUCTION

GENERAL NOTES:

1. Survey provided by Gonzalez-Strength & Associates, Inc.
2. Contractor shall protect all property corners and monuments.
3. Contractor shall protect all existing structures and utilities.
4. Contractor shall protect all existing trees and vegetation.
5. Contractor shall protect all existing easements and rights-of-way.
6. Contractor shall protect all existing fences and walls.
7. Contractor shall protect all existing foundations and footings.
8. Contractor shall protect all existing drainage systems.
9. Contractor shall protect all existing utilities.
10. Contractor shall protect all existing structures and utilities.
11. Contractor shall protect all existing trees and vegetation.
12. Contractor shall protect all existing easements and rights-of-way.
13. Contractor shall protect all existing fences and walls.
14. Contractor shall protect all existing foundations and footings.
15. Contractor shall protect all existing drainage systems.
16. Contractor shall protect all existing utilities.
17. Contractor shall protect all existing structures and utilities.
18. Contractor shall protect all existing trees and vegetation.
19. Contractor shall protect all existing easements and rights-of-way.
20. Contractor shall protect all existing fences and walls.
21. Contractor shall protect all existing foundations and footings.
22. Contractor shall protect all existing drainage systems.
23. Contractor shall protect all existing utilities.
24. Contractor shall protect all existing structures and utilities.
25. Contractor shall protect all existing trees and vegetation.
26. Contractor shall protect all existing easements and rights-of-way.
27. Contractor shall protect all existing fences and walls.
28. Contractor shall protect all existing foundations and footings.
29. Contractor shall protect all existing drainage systems.
30. Contractor shall protect all existing utilities.
31. Contractor shall protect all existing structures and utilities.
32. Contractor shall protect all existing trees and vegetation.
33. Contractor shall protect all existing easements and rights-of-way.
34. Contractor shall protect all existing fences and walls.
35. Contractor shall protect all existing foundations and footings.
36. Contractor shall protect all existing drainage systems.
37. Contractor shall protect all existing utilities.
38. Contractor shall protect all existing structures and utilities.
39. Contractor shall protect all existing trees and vegetation.
40. Contractor shall protect all existing easements and rights-of-way.
41. Contractor shall protect all existing fences and walls.
42. Contractor shall protect all existing foundations and footings.
43. Contractor shall protect all existing drainage systems.
44. Contractor shall protect all existing utilities.
45. Contractor shall protect all existing structures and utilities.
46. Contractor shall protect all existing trees and vegetation.
47. Contractor shall protect all existing easements and rights-of-way.
48. Contractor shall protect all existing fences and walls.
49. Contractor shall protect all existing foundations and footings.
50. Contractor shall protect all existing drainage systems.
51. Contractor shall protect all existing utilities.
52. Contractor shall protect all existing structures and utilities.
53. Contractor shall protect all existing trees and vegetation.
54. Contractor shall protect all existing easements and rights-of-way.
55. Contractor shall protect all existing fences and walls.
56. Contractor shall protect all existing foundations and footings.
57. Contractor shall protect all existing drainage systems.
58. Contractor shall protect all existing utilities.
59. Contractor shall protect all existing structures and utilities.
60. Contractor shall protect all existing trees and vegetation.
61. Contractor shall protect all existing easements and rights-of-way.
62. Contractor shall protect all existing fences and walls.
63. Contractor shall protect all existing foundations and footings.
64. Contractor shall protect all existing drainage systems.
65. Contractor shall protect all existing utilities.
66. Contractor shall protect all existing structures and utilities.
67. Contractor shall protect all existing trees and vegetation.
68. Contractor shall protect all existing easements and rights-of-way.
69. Contractor shall protect all existing fences and walls.
70. Contractor shall protect all existing foundations and footings.
71. Contractor shall protect all existing drainage systems.
72. Contractor shall protect all existing utilities.
73. Contractor shall protect all existing structures and utilities.
74. Contractor shall protect all existing trees and vegetation.
75. Contractor shall protect all existing easements and rights-of-way.
76. Contractor shall protect all existing fences and walls.
77. Contractor shall protect all existing foundations and footings.
78. Contractor shall protect all existing drainage systems.
79. Contractor shall protect all existing utilities.
80. Contractor shall protect all existing structures and utilities.
81. Contractor shall protect all existing trees and vegetation.
82. Contractor shall protect all existing easements and rights-of-way.
83. Contractor shall protect all existing fences and walls.
84. Contractor shall protect all existing foundations and footings.
85. Contractor shall protect all existing drainage systems.
86. Contractor shall protect all existing utilities.
87. Contractor shall protect all existing structures and utilities.
88. Contractor shall protect all existing trees and vegetation.
89. Contractor shall protect all existing easements and rights-of-way.
90. Contractor shall protect all existing fences and walls.
91. Contractor shall protect all existing foundations and footings.
92. Contractor shall protect all existing drainage systems.
93. Contractor shall protect all existing utilities.
94. Contractor shall protect all existing structures and utilities.
95. Contractor shall protect all existing trees and vegetation.
96. Contractor shall protect all existing easements and rights-of-way.
97. Contractor shall protect all existing fences and walls.
98. Contractor shall protect all existing foundations and footings.
99. Contractor shall protect all existing drainage systems.
100. Contractor shall protect all existing utilities.



CONCEPTUAL MASTER PLAN FOR

