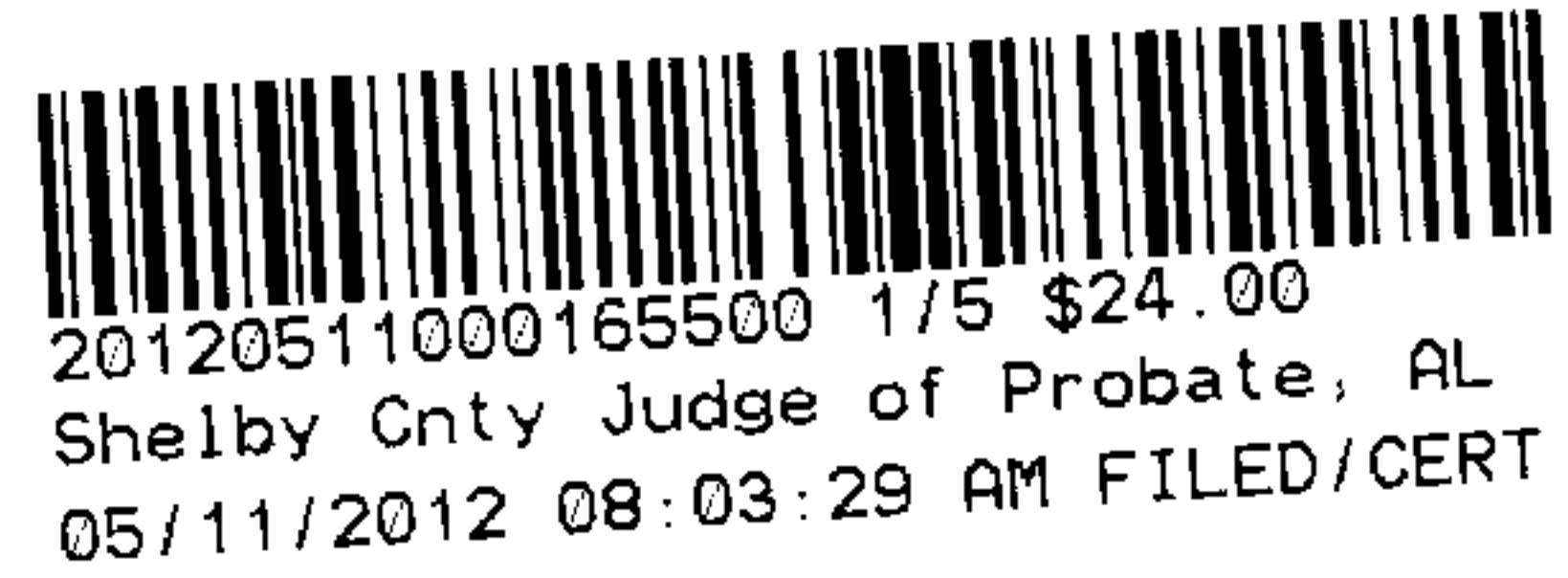


This Instrument prepared by:  
Amanda M. Beckett  
Burr & Forman LLP  
420 North Twentieth Street, Suite 3400  
Birmingham, Alabama 35203  
(205) 251-3000



**STATE OF ALABAMA )**

**SHELBY COUNTY )**

**AMENDMENT TO DECLARATION OF EASEMENT AND RESTRICTIONS**

**THIS** *Amendment To Declaration Of Easement And Restrictions* (this "Amendment") is made as of the \_\_\_\_ day of December, 2011, by and between **REDUS LEE BRANCH, LLC**, a Delaware limited liability company, successor-in-interest to AIG Baker East Village, L.L.C., for and its successors and assigns (the "Shopping Center Owner") and **NATURAL RESOURCES, LLC**, an Alabama limited liability company, ("Natural Resources" and together with Shopping Center Owner, the "Parties").

**RECITALS:**

WHEREAS, Shopping Center Owner is the owner of the shopping center (the "Shopping Center") known as The Village at Lee Branch - Phase II located in or near the city of Hoover, Shelby County, Alabama; and

WHEREAS, Shopping Center Owner previously recorded that certain *Declaration Of Easement And Restrictions* (the "Declarations") dated May 26, 2004 and recorded in the records of the Judge of Probate of Shelby County, Alabama on June 1, 2004 at Instrument No. 2004060100266850 that declares and imposes certain covenants, conditions and restrictions on certain tracts or parcels of land located adjacent to the Shopping Center and referring to in the Declarations as Pad E, Pad F, Pad G, Pad H and Pad I; and

WHEREAS, Natural Resources is the owner of an interest in the outparcel of real property known as Pad G located at the Shopping Center; and

WHEREAS, Shopping Center Owner is the owner of the fee simple interest of Pad E, Pad F, Pad H and Pad I; and

WHEREAS, the Parties desire to amend the Declarations as set forth in this Amendment;

**WITNESSETH:**

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Pro Rata Shopping Center Taxes for Pad G. Notwithstanding anything to the contrary in the Declarations, beginning January 1, 2012 (the "Effective Date") and until the time that a Building is erected on Pad G, the owner of Pad G shall pay to Shopping Center Owner, as its sole contribution to CAM Charges, its Pro Rata Share of real property taxes and assessments levied or assessed against the Shopping Center during each calendar year as more particularly set forth in the first sentence of § 5.2(a) of the Declarations (the "Shopping Center Taxes"). Pad G's Pro Rata Share of Shopping Center Taxes shall be determined by multiplying the applicable Shopping Center Taxes by a fraction, the numerator of which shall be 8,000, which is the maximum allowable square footage for any Building on Pad G, and the denominator of which shall be the square footage of the total leaseable and/or occupiable area within the Shopping Center. Upon the completion of construction of a Building on Pad G, Pad G's pro rata share shall be recalculated so that the numerator is the actual square footage of the Building on Pad G and the denominator is the square footage of the total leaseable and/or occupiable area within the Shopping Center, and from that point forward, the owner of Pad G shall pay Pad G's Pro Rata Share of CAM Charges.

2. Pro Rata Common Area Maintenance Expenses and Shopping Center Taxes for Other Pads. Notwithstanding anything to the contrary in the Declarations, beginning January 1, 2012 (the "Effective Date") and until the time that a Building is erected on Pad E, Pad F, Pad H and Pad I, the annual sum owing for each pad's portion of the CAM Charges shall be determined by multiplying the CAM Charges by a fraction, the numerator of which shall be the maximum allowable square footage for any Building on each respective pad as set forth in the Declarations, and the denominator of which shall be the square footage of the total leaseable and/or occupiable area within the Shopping Center. Upon the completion of construction of a Building on any pad, the pro rata share for that pad shall be recalculated so that the numerator is the actual square footage of the Building on the pad and the denominator is the square footage of the total leaseable and/or occupiable area within the Shopping Center.

3. Agreement Runs With The Land. Both the benefits and the burdens of all covenants and restrictions established by this Amendment shall run with and bind the lands described herein, and shall be binding upon and inure to the benefit of any and all owners thereof and their respective tenants, heirs, successors and assigns.

IN WITNESS WHEREOF, the Parties have executed this Amendment on \_\_\_\_\_, 2012.

**SHOPPING CENTER OWNER AND OWNER  
OF PAD E, PAD F, PAD H AND PAD I:**

**REDUS LEE BRANCH, LLC**

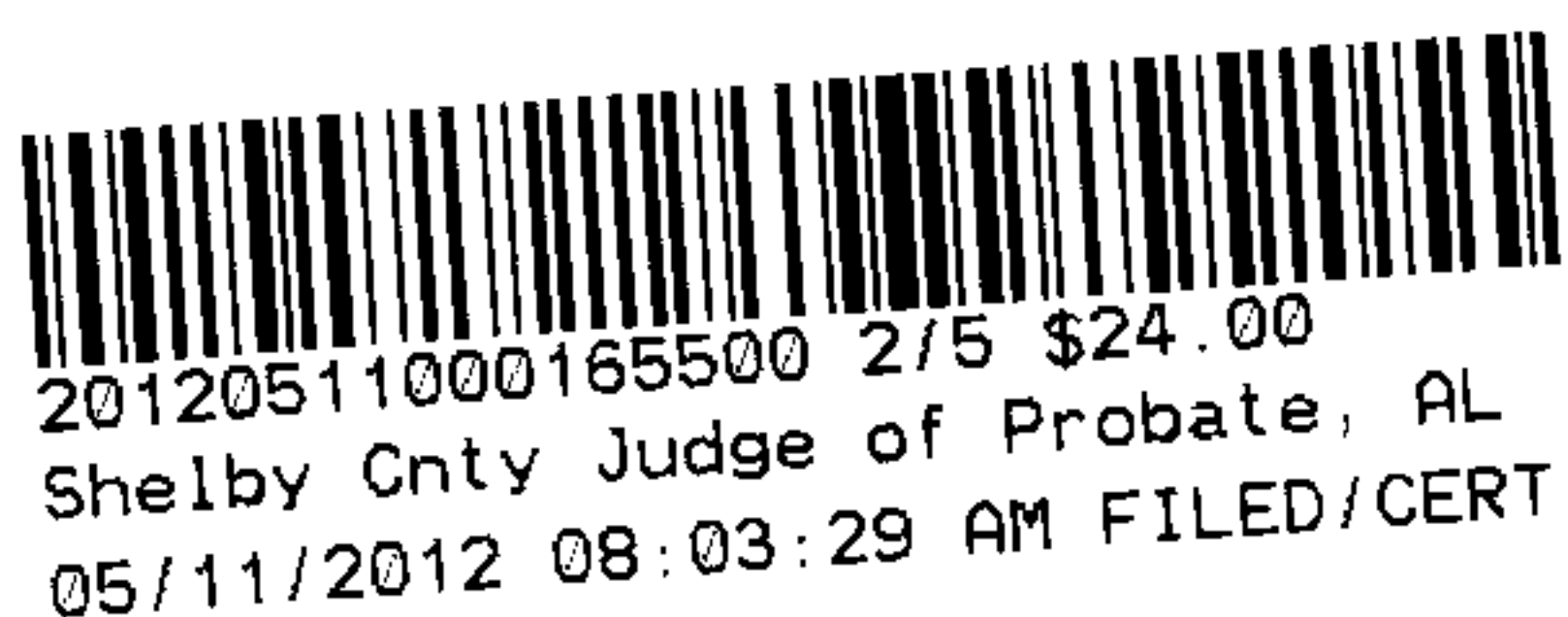
By: REDUS Properties, Inc., its Manager

By: Michael L. Wilson

Name: Michael L. Wilson

Title: AVP

Date: 5/9/12



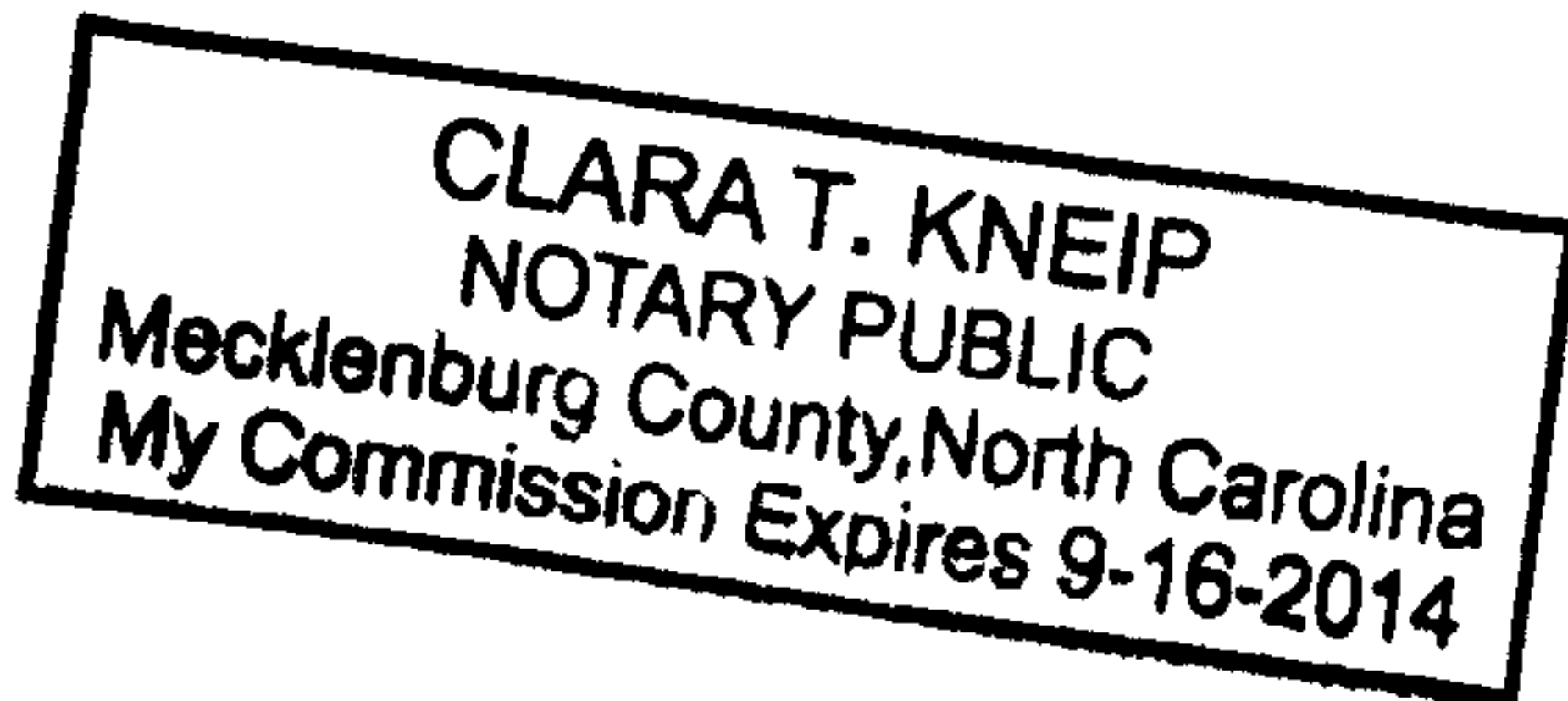


STATE OF North Carolina  
COUNTY OF Mecklenburg

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Michael L. Wilson, whose name as a AUP of **REDUS Properties, Inc.**, 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, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 9 day of May, 2012.

Clara T. Kneip  
NOTARY PUBLIC  
My Commission Expires: 9-16-2014



**NATURAL RESOURCES:**

**NATURAL RESOURCES, LLC**

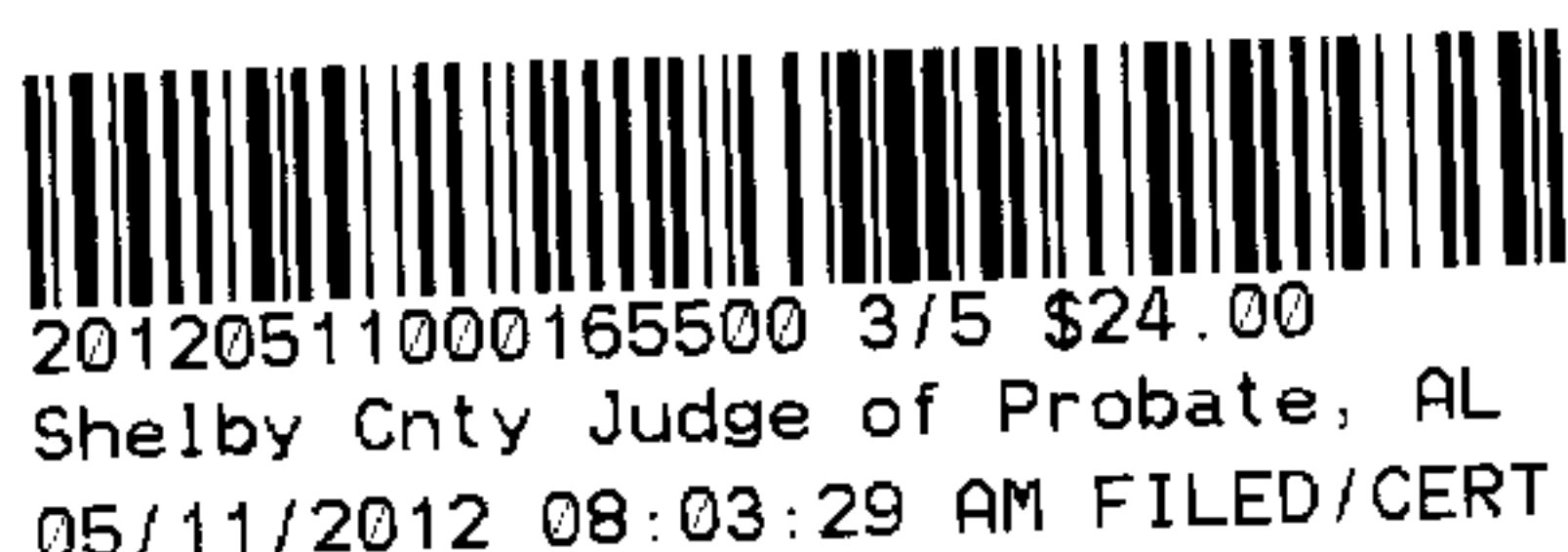
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

I, the undersigned Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, whose name as a \_\_\_\_\_ of **Natural Resources, LLC**, 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, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_



STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

I, the undersigned Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, whose name as a \_\_\_\_\_ of **REDUS Properties, Inc.**, 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, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**NATURAL RESOURCES:**

**NATURAL RESOURCES, LLC**

By: JEFF HONEA

Name: \_\_\_\_\_

Title: PRESIDENT

Date: 5/1/12

STATE OF Alabama )

COUNTY OF Baldwin )

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Jeff Honea, whose name as a member of **Natural Resources, LLC**, 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, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

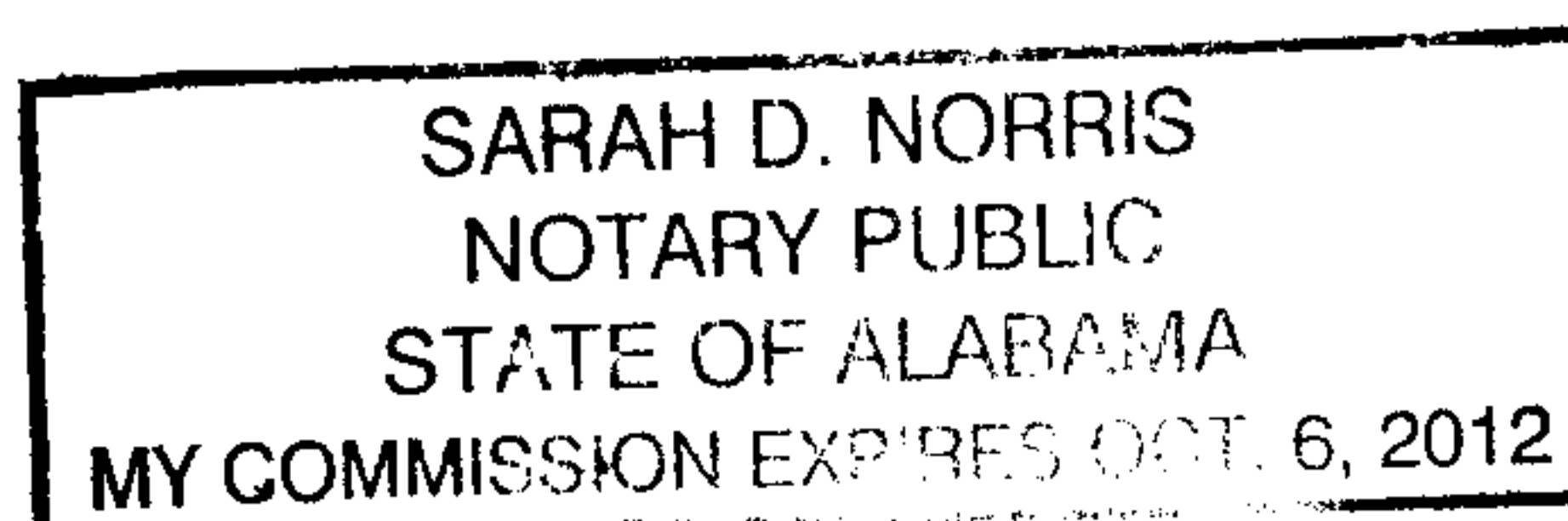
Given under my hand and official seal this 1<sup>st</sup> day of May, 2012.

Sarah D. Norris  
NOTARY PUBLIC

My Commission Expires Oct. 6, 2012



20120511000165500 4/5 \$24.00  
Shelby Cnty Judge of Probate, AL  
05/11/2012 08:03:29 AM FILED/CERT



**CONSENT AND SUBORDINATION:**

The undersigned, Frontier Bank, as holder of lien rights more particularly set forth in that certain mortgage recorded in Instrument No. 20070611000271100 in the Office of the Judge of Probate of Shelby County, Alabama (the "Mortgage"), does hereby join in the execution of this Amendment solely for the purposes of consenting to the easements, covenants and restrictions established hereby and subordinating its rights under the Mortgage to the rights established by this Declaration.

**FRONTIER BANK:**

By: Lindsay J. Wilkinson  
Name: LINDSAY J. WILKINSON  
Title: AVP  
Date: April 26, 2012

STATE OF Ala )

COUNTY OF Shelby )

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Lindsay Wilkinson whose name as a AVP of **Frontier Bank**, 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, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.


Given under my hand and official seal this 27 day of April, 2012.

Kelli Foster  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**KELLI FOSTER**

Notary Public - Alabama State at Large  
My Commission Expires 1/15/2013

  
20120511000165500 5/5 \$24.00  
Shelby Cnty Judge of Probate, AL  
05/11/2012 08:03:29 AM FILED/CERT