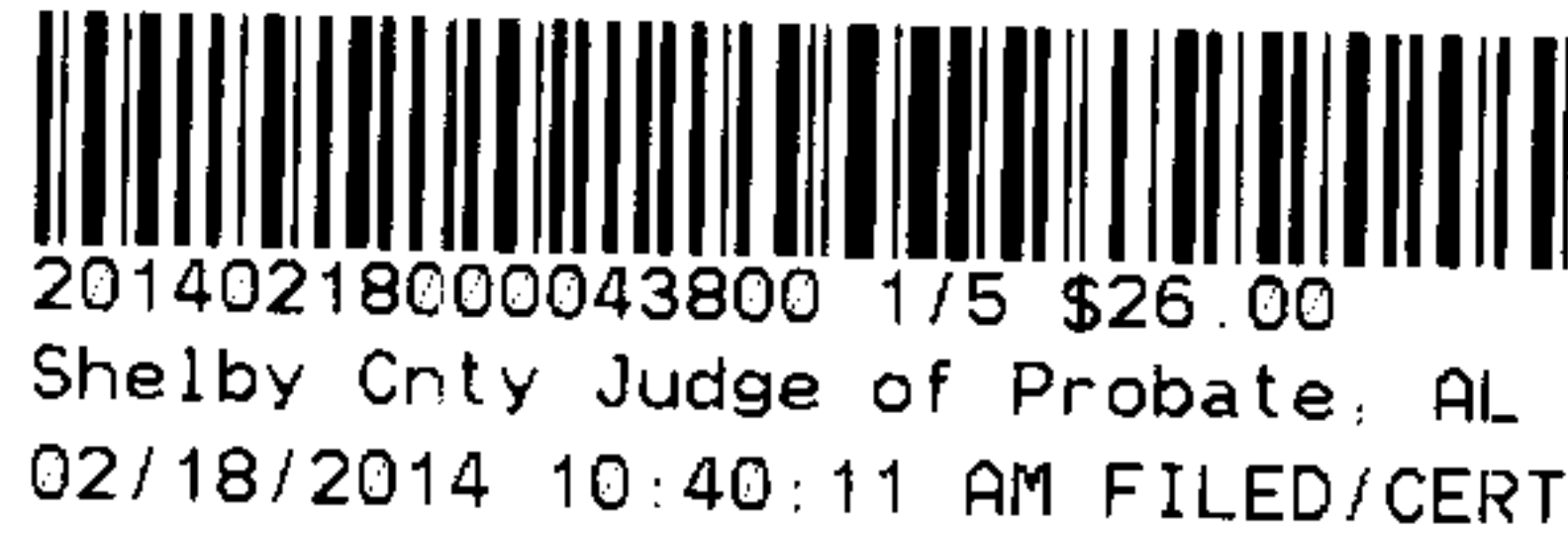


This Instrument Prepared by:

R. Alan Deer  
BALCH & BINGHAM LLP  
1901 Sixth Avenue North, Suite 1500  
Birmingham, Alabama 35203



**STATE OF ALABAMA**

**COUNTY OF SHELBY**

**AGREEMENT NOT TO TRANSFER, ENCUMBER,  
ASSIGN OR PLEDGE ASSETS**

1. FOR VALUABLE CONSIDERATION of credit and accommodations extended, to be extended, or continued for the benefit of **WK SERVICES CO., LLC** ("Guarantor") by **BRANCH BANKING AND TRUST COMPANY** ("Bank"), a North Carolina banking corporation, pursuant to a Continuing Guaranty dated of even date herewith (the "Continuing Guaranty"), as well as the consent by the Bank to the transfer of certain real property to Guarantor, Guarantor hereby agrees and covenants that from and after the date hereof it will not transfer, convey, encumber, assign, permit a security interest to attach to, pledge, mortgage, or otherwise suffer or permit any type of lien of any nature, arising by consent, operation of law, or otherwise, to be placed on, any of the personal property assets in which Guarantor now or at any time hereafter may have an interest in, including without limitation, equipment, or the real property assets in which Guarantor now or at any time hereafter may have an interest, including without limitation the real property more particularly described on Exhibit A hereto (the personal property of Guarantor and the real property of Guarantor are referred to herein collectively as the "Property"), provided that, should any involuntary or non-consensual lien of any nature be placed on the Property, Guarantor shall, within sixty (60) days of notice of the lien, take such action as is reasonably necessary or desirable to remove such lien or contest the placement of the lien on the Property. As to any of the Property which is subject to an outstanding security interest, deed of trust, mortgage or other type of lien or encumbrance at the time of execution of this agreement, or, with respect to any Property in which an interest is hereafter acquired by Guarantor which is subject to an outstanding security interest, deed of trust, mortgage or other type of lien or encumbrance on the date of such acquisition, this agreement shall not have effect as to such encumbrances existing on the effective date hereof or on the date when Guarantor acquires an interest in such Property. Provided, further, that the obligations which such currently outstanding encumbrances are intended to secure may be extended, renewed, restructured and otherwise modified between the parties thereto, and the same shall not constitute an event of default hereunder. Guarantor represents and warrants to Bank that the Property is not subject to any lien or encumbrance of the type described in this paragraph except as listed on Exhibit B hereto. Guarantor further represents, warrants, covenants and agrees that it has not agreed, and that it will not hereafter agree, with any creditor, lender, person or entity other than Bank not to transfer, encumber, assign or pledge the Property.

2. **DEFAULT:** If any representation made herein or in Continuing Guaranty prove to be false in any material respect, or if Guarantor shall fail to perform any covenant contained herein, or if Guarantor transfers, conveys, encumbers, assigns, pledges, permits a security interest to attach to, or otherwise suffers or permits any type of lien of any nature, arising by consent, operation of law, or otherwise to be placed on any of the Property after the date of this agreement in favor of any person, corporation, or other entity other than Bank, then such act shall constitute an event of default hereunder and under the Continuing Guaranty (except to the extent that Guarantor within sixty (60) days of notice of any involuntary or non-consensual lien, takes such action as is reasonably necessary or desirable to remove such lien or contest the placement of the lien on the Property). In such event of default, all indebtedness and obligations set forth in and secured by the Continuing Guaranty shall, at Bank's sole election, become immediately due and payable by Guarantor without demand, notice, protest, or recourse against any other person.

3. **RIGHTS OF SUCCESSORS AND ASSIGNS.** This agreement is for the benefit of Bank, its successors and assigns, and for such other persons as may from time to time become or be the holders of the Continuing Guaranty, and this agreement shall be transferable and negotiable, with the same force and effect and to the same extent as the



Continuing Guaranty may be transferable, it being understood that upon the assignment or transfer by Bank of the Continuing Guaranty, the legal holder thereof shall have all of the rights granted to Bank under this agreement; provided, however, that unless Bank shall otherwise consent in writing, Bank shall have an unimpaired right, prior and superior to that of any such assignee or transferee, to enforce this pledge, for the benefit of Bank, as to those of the items of indebtedness secured by the Continuing Guaranty not assigned or transferred. All agreements herein shall bind the heirs and personal representatives of Guarantor.

4. **PAYMENT OF INDEBTEDNESS.** Upon the payment in full at or before maturity of all of the indebtedness secured by the Continuing Guaranty and termination of the Continuing Guaranty by its terms, then this agreement shall terminate and no longer be of force and effect.

5. **REPRESENTATION OF SOLVENCY.** The Guarantor warrants and represents that it is financially solvent and able to pay all its obligations, absolute and contingent, matured or not matured, and that it has not committed any act of bankruptcy, and that no proceeding in bankruptcy has been begun by or against it, and that it knows of no such proceeding which is no contemplated.


6. **ENTIRE AGREEMENT.** The entire agreement of the parties to this agreement is herein set forth, and there is no verbal or other written agreement, and no understanding or custom affecting the terms hereof, and the terms of this agreement may be modified only by a written agreement signed by the party or parties to be charged therewith. The obligations of the Guarantor under this agreement shall be unaffected by any amendment or modification of the provisions of any loan agreement, security agreement, or any other instrument executed between Bank and Guarantor, or any instrument relating to the .

7. **NO WAIVER OF RIGHTS.** Any failure by Bank to exercise any right hereunder shall not be construed as a waiver of the right to exercise the same or any other right at any time thereafter.

8. **GOVERNING LAW.** This agreement is executed under seal and delivered in, and shall be construed pursuant to the laws of, the State of Alabama.

Executed as of the 31<sup>st</sup> day of December, 2013.

WK SERVICES CO., LLC

By  (SEAL)  
Name: Wayne W. Killian, Jr.  
Title: Manager



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Shelby Cnty Judge of Probate, AL  
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STATE OF ALABAMA

COUNTY OF JEFFERSON

I, a Notary Public of said County and State, certify that Wayne N. Killian, Jr., whose name as Manager of WK SERVICES CO., LLC, a 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 the instrument, he, as such officer with full authority, executed the same voluntarily for and as the act of said limited liability company.

Witness my hand and official seal this 23rd day of December, 2013.

Amanda Marie Voss

Notary Public : Amanda Marie Voss  
Print Name

My Commission Expires: 5-22-15

(Notary Seal)



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EXHIBIT A  
TO  
AGREEMENT NOT TO TRANSFER, ENCUMBER,  
ASSIGN OR PLEDGE ASSETS

SCHEDULE OF REAL PROPERTY OWNED OR LEASED BY GUARANTOR

The following described real property situated in Shelby County, Alabama:

A tract of land in the Northeast quarter of Section 15, Township 19 South, Range 2 West, more specifically described as: Begin at the point where the North line of the South half of the Northeast quarter of Northeast quarter intersects the Southeasterly right of way line of Valleydale Road; thence proceed Easterly to the Northeast corner of said South half of Northeast quarter of Northeast quarter; thence run South along the East line of said Section 15, 330 feet to a point; thence Southwesterly to the Southeast corner of the Southwest quarter of the Northeast quarter of the Northeast quarter; thence continue Southwesterly 517.2 feet to a point; thence turn an angle to the right  $116^{\circ} 22'$  and run North parallel to the East line of the Southwest quarter of the Northeast quarter of said Section a distance of 285.9 feet to a point; thence turn an angle to the left of  $30^{\circ} 45' 19''$  and run in a Northwesterly direction 210.9 feet to an intersection with the Southerly right of way line of Valleydale Road; thence turn an angle to the right  $90^{\circ} 29' 48''$  to the tangent to a curve having a central angle of  $15^{\circ} 02' 28''$  and a radius of 2006.4 feet; thence continue along the arc of said curve a distance of 526.7 feet to a point marked with a concrete monument; thence run along a tangent extended from the last described curve a distance of 148.3 feet to a point on the north line of the south half of the Northeast quarter of the Northeast quarter of said Section which is the point of beginning.

Situated in Shelby County, Alabama.


  
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EXHIBIT B  
TO  
AGREEMENT NOT TO TRANSFER, ENCUMBER,  
ASSIGN OR PLEDGE ASSETS


SCHEDULE OF EXISTING LIENS ON PROPERTY OWNED BY GUARANTOR

1.     **Personal Property:**

None

2.     **Real Property:**

None

  
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