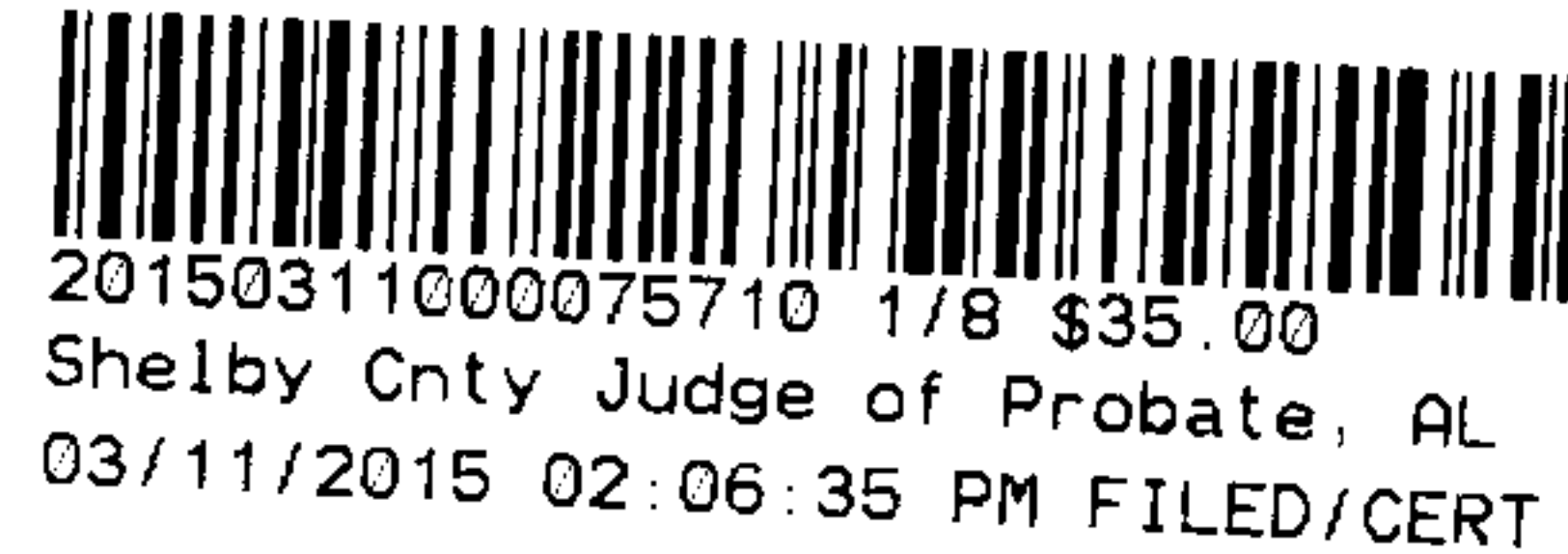


This instrument was prepared by:

K. Henson Millsap, Esq.
MAYNARD, COOPER & GALE, P.C.
1901 Sixth Avenue North
2400 Regions/Harbert Plaza
Birmingham, Alabama 35203-2618



STATE OF ALABAMA)
SHELBY COUNTY)

AGREEMENT NOT TO CONVEY OR ENCUMBER

THIS AGREEMENT NOT TO CONVEY OR ENCUMBER ("this Agreement") is entered into as of February 27, 2015 by and between **MAYER PROPERTIES II, LLP**, an Alabama limited liability partnership ("Grantor"), and **REGIONS BANK**, an Alabama banking corporation ("Lender").

Recitals

A. Lender is making a loan to Grantor in the original principal amount of Three Million Seven Hundred Sixty Five Thousand One Hundred Thirty Five and 56/100 Dollars (\$3,765,135.56) (the "Loan") on the terms and conditions set forth in that certain Loan Agreement dated of even date herewith between Grantor and Lender (the "Loan Agreement"), and evidenced by that certain Term Note of even date herewith executed by Grantor in favor of Lender (the "Note"). Capitalized terms that are not otherwise defined herein have the meanings defined for them in the Loan Agreement.

B. In order to induce Lender to extend the Loan to Grantor, Grantor has agreed to execute and deliver to Lender this Agreement in connection with the real estate and improvements located at 2158 Highway 31 South, Pelham, Alabama, as more particularly described on Exhibit A hereto (the "Property").

Agreement

NOW, THEREFORE, in consideration of the foregoing recitals, and in further consideration of all advances heretofore or hereafter made by Lender to Grantor under the Loan Agreement and the Note, Grantor covenants and agrees with Lender as follows:

1. **No Lien or Transfer**. From the date hereof until payment in full of the Obligations, and all other sums now or hereafter due and payable under this Agreement, the Loan Agreement, the Note or any other agreement now or hereafter entered into between Grantor and Lender in connection with the Loan, and the termination of this Agreement by Lender in writing, Grantor will not, whether directly or indirectly or voluntarily or involuntarily:

(a) Incur, create, assume or suffer to exist any mortgage, deed of trust, security deed, security agreement, financing statement, pledge, security interest, lien, charge or other encumbrance of any nature whatsoever (hereinafter collectively sometimes called "Liens") with respect to any of the Property, or any legal, beneficial or equitable interest therein, other than the permitted encumbrances described in Exhibit B.

(b) (i) sell, grant, convey, assign or otherwise transfer, by operation of law or otherwise, (ii) permit to be the subject of any transaction described in clause (i) above, (iii) enter into an agreement for any transaction described in clause (i) above with respect to, or (iv) grant an option which or take any action which pursuant to the terms of any agreement may result in any transaction described in clause (i) above with respect to, any of the Property, or any legal, beneficial or equitable interest therein (the foregoing, collectively or severally, called "Transfer").

For purposes of this Agreement, but without limiting the foregoing, (i) any merger or consolidation involving Grantor other than as permitted under the Loan Agreement or the Note, shall be deemed a Transfer of the Property, and (ii) a Transfer of all or substantially all of the assets of Grantor shall be deemed a Transfer of the Property. Any person, entity or legal representative of Grantor to whom Grantor's interest in the Property or any Lien thereon passes, by operation of law or otherwise, shall be bound by the provisions of this Agreement. The provisions of this Agreement shall apply to each and every such Lien or Transfer for all or any portion of the Property or any legal or equitable interest therein, regardless of whether or not Lender has consented to, or waived by its action or inaction its rights hereunder with respect to any previous Lien or Transfer of all or any portion of the Property or any legal, equitable or beneficial interest therein.

2. **Event of Default.** Failure of Grantor to observe or perform any term, condition or covenant of this Agreement shall constitute an Event of Default under this Agreement, the Loan Agreement and the Note.

3. **Severability.** If all or any portion of this Agreement shall be held to be invalid, illegal or unenforceable in any respect or in any jurisdiction, then such invalidity, illegality or unenforceability shall not affect any other provision hereof, and such provision shall be limited and construed in such jurisdiction as if such invalid, illegal or unenforceable provision or portion thereof were not contained herein.

4. **Notice.** Any notice, demand, consent, approval, direction, agreement, or other communication (any "Notice") required or permitted hereunder or under the Loan Agreement shall be in writing and shall be validly given if given in accordance with the Loan Agreement.

5. **Applicable Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Alabama (without regard to principles of conflicts of laws), except as required by mandatory provisions of law and except to the extent that the validity and perfection of the Liens on the Property are governed by the laws of any jurisdiction other than the State of Alabama.

6. **Provisions as to Covenants and Agreements.** All of Grantor's covenants and agreements hereunder shall run with the land and time is of the essence with respect thereto.

7. **Matters to be in Writing.** This Agreement cannot be altered, amended, modified, terminated, waived, released or discharged except in a writing signed by the party against whom enforcement is sought.

8. **Construction of Provisions.** This Agreement is subject to the rules of construction set forth in the Loan Agreement.

9. **Successors and Assigns.** The provisions hereof shall be binding upon Grantor and the heirs, devisees, representatives, successors and permitted assigns of Grantor, including the successors in interest of Grantor in and to all or any part of the Property, and shall inure to the benefit of Lender and its successors, legal representatives, substitutes and assigns.

10. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

11. **Jury Trial Waiver.** This Agreement is subject to the provisions regarding the waiver by Grantor of its rights to trial by jury, as set forth in the Loan Agreement, which provisions are incorporated herein as if set forth in full.

[Remainder of page intentionally left blank]



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Shelby Cnty Judge of Probate, AL
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IN WITNESS WHEREOF, the undersigned have executed this Agreement on the day first set forth above.

MAYER PROPERTIES II, LLP

By: Six-C, L.L.C.
Its: Partner

By: *Charles A. Collat, Jr.*
Name: Charles A. Collat, Jr.
Its: Manager

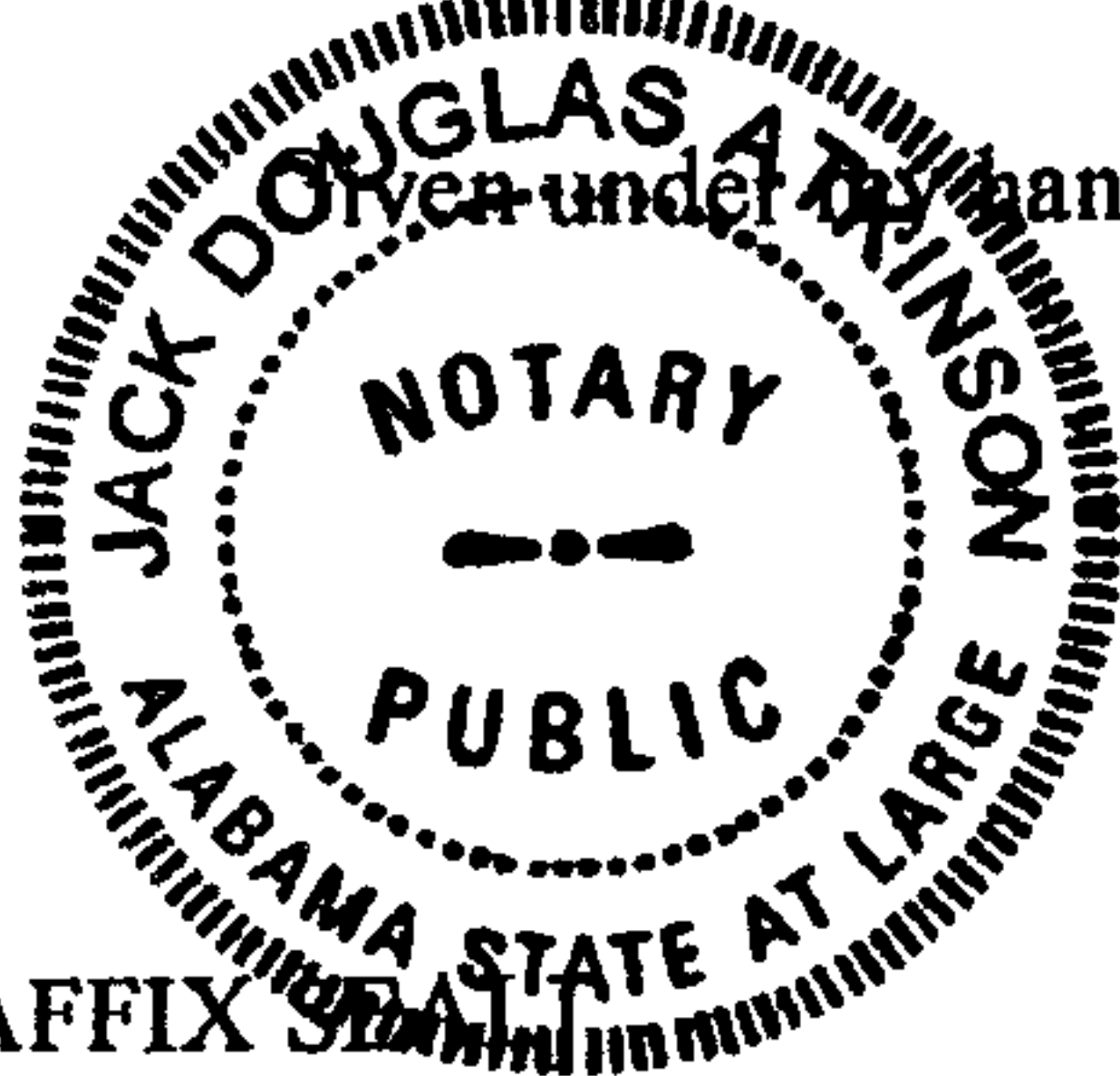
By: MP ExecFam LLC
Its: Partner

By: *David L. Morgan*
Name: David L. Morgan
Its: Manager

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Charles A. Collat, Jr., whose name as Manager of Six-C, L.L.C., an Alabama limited liability company, as a Partner of MAYER PROPERTIES II, LLP, an Alabama limited liability partnership, 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 Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company, acting in its capacity as a Partner of MAYER PROPERTIES II, LLP, as aforesaid.

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Charles A. Collat, Jr., whose name as Manager of Six-C, L.L.C., an Alabama limited liability company, as a Partner of MAYER PROPERTIES II, LLP, an Alabama limited liability partnership, 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 Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company, acting in its capacity as a Partner of MAYER PROPERTIES II, LLP, as aforesaid.



Jack D Atkinson
Notary Public

[AFFIX SEAL]

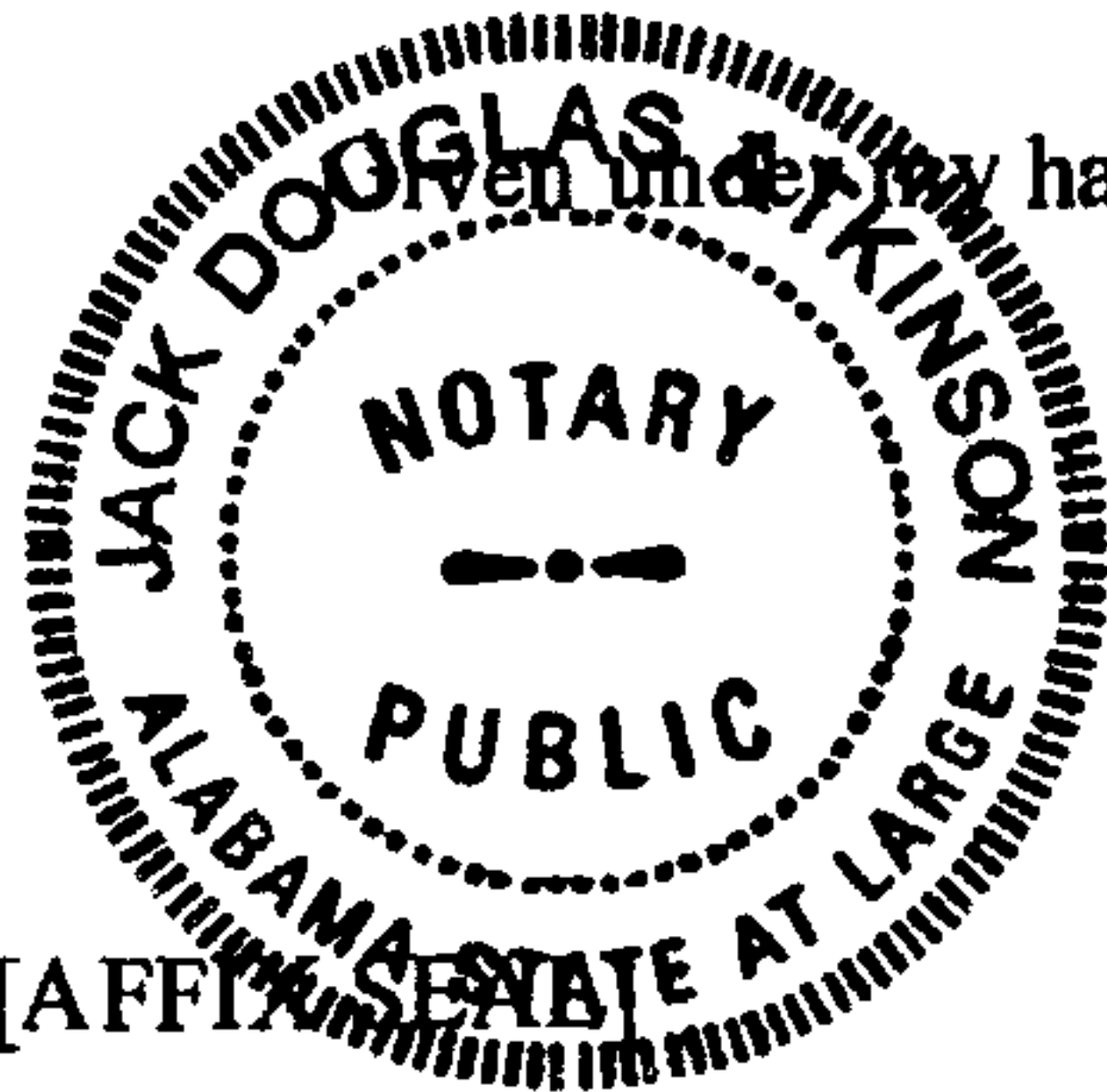
MY COMMISSION EXPIRES:
February 6, 2018

My commission expires: _____

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Shelby Cnty Judge of Probate, AL
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STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that David L. Morgan, whose name as Manager of MP ExecFam LLC, an Alabama limited liability company, as a Partner of MAYER PROPERTIES II, LLP, an Alabama limited liability partnership, 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 Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company, acting in its capacity as a Partner of MAYER PROPERTIES II, LLP, as aforesaid.



Given under my hand and official seal this the 27 day of February, 2015.

Jack D Atkinson
Notary Public

[AFFIX SEAL]

My commission expires: MY COMMISSION EXPIRES:
February 6, 2018

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03/11/2015 02:06:35 PM FILED/CERT

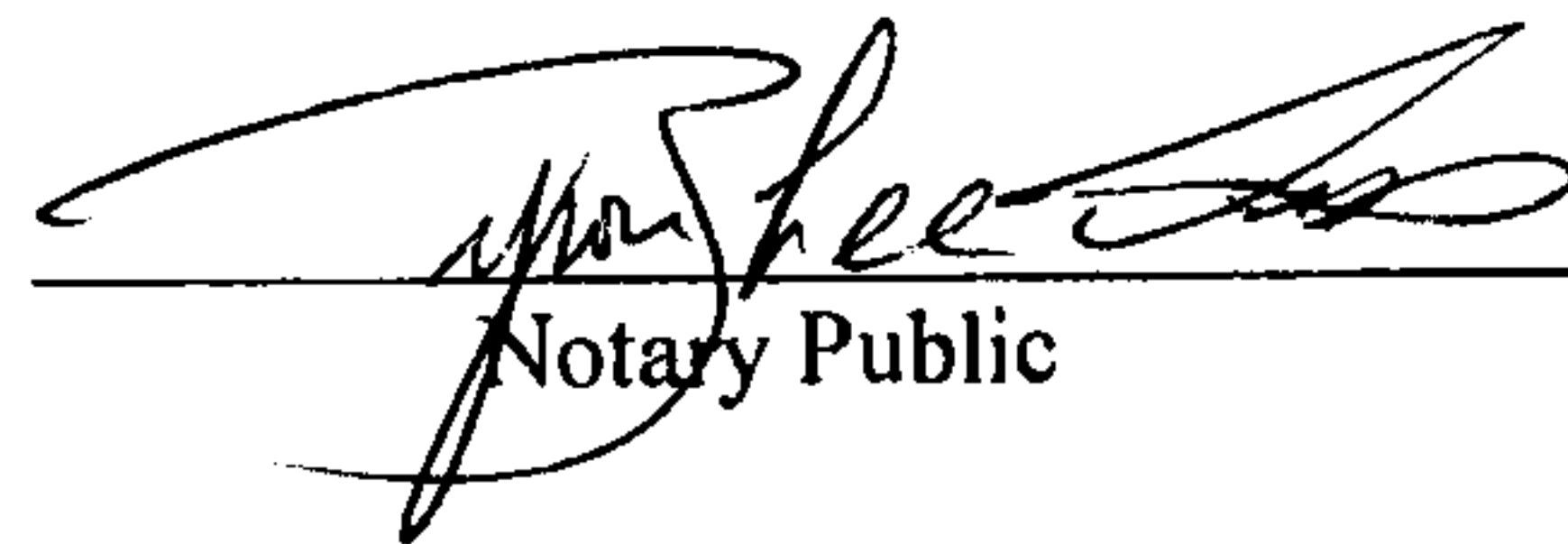
REGIONS BANK

By: 
Name: Cory Guillory
Its: 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 Cory Guillory, whose name as Vice President of REGIONS BANK, an Alabama 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, as such officer and with full authority, executed the same voluntarily for and as the act of said banking corporation.

Given under my hand and official seal this the 26th day of February, 2015.


Notary Public

[AFFIX SEAL]

MY COMMISSION EXPIRES NOVEMBER 16, 2018

My commission expires: _____



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Shelby Cnty Judge of Probate, AL
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EXHIBIT A

(Legal Description)

Lots 5 and 6 Block 1, Part of Lot-1 Block 3 and part of vacated Sonya Lane according to the Eckmann Subdivision as recorded in Map Book 3, Page 144 in the Probate Office Shelby County, Alabama being more particularly described as follows:

Begin at the most Southerly corner of Lot 5 Block 1 of the Eckmann Subdivision; thence run in a Northwesterly direction along the Southwesterly line of Block One of said Eckmann Subdivision and its extension Northwesterly for a distance of 434.72 feet; thence turn an angle to the right of 89 degrees 59 minutes 5 seconds and run in a Northeasterly direction for a distance 202.21 feet to a point on the Southwesterly right of way line of U.S. Highway No. 31 South; thence turn an angle to the right of 90 degrees 0 minutes 57 seconds and run in a Southeasterly direction along the Southwesterly right of way line of U.S. Highway No. 31 South for a distance of 419.46 feet to the Southeast corner of Lot 5 Block 1 Eckmann Subdivision; thence turn an angle to the right of 85 degrees 40 minutes 1 seconds and run in a Southwesterly direction along the Southeasterly line of said Lot 5 for a distance of 202.78 feet to the point of beginning.

Situated in Shelby County, Alabama.




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EXHIBIT B

(Permitted Encumbrances)

1. The Lien for ad valorem taxes on the Property so long as such taxes are not delinquent.
2. All other easements and similar encumbrances on title of public record existing as of the date of recording of this instrument.


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