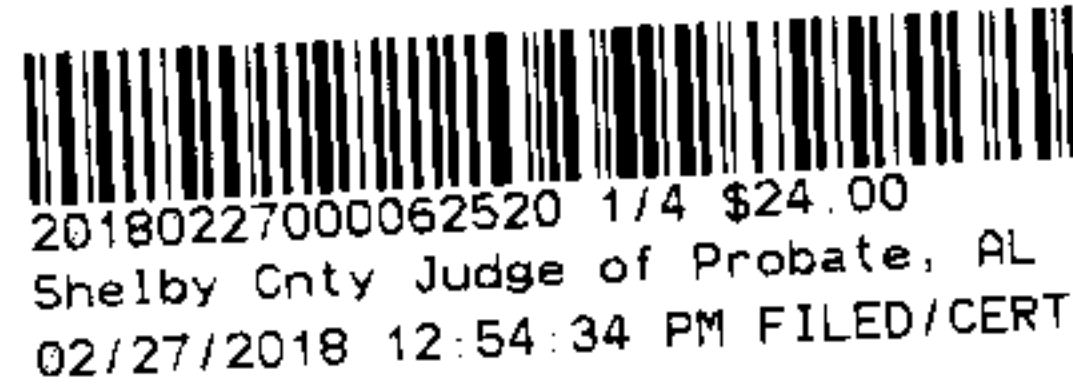


This Instrument Prepared by:

M. Lee Johnsey, Jr.
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 **MEADOWBROOK BAPTIST CHURCH, INC.** a/k/a Meadow Brook Baptist Church, Inc., an Alabama non-profit corporation ("**MBC**") by **SYNOVUS BANK**, a Georgia banking corporation ("**Bank**"). pursuant to a certain Loan Agreement (as at any time amended, modified, supplemented or restated, the "**Loan Agreement**") dated of even date herewith under which Synovus has extended a line of credit to MBC, MBC hereby agrees and covenants that from and after the date hereof, without the prior written consent of Agent, MBC 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 (other than Permitted Liens), to be placed on the real property and the improvements located thereon more particularly described on Exhibit A hereto (collectively, the "**Property**"). MBC represents and warrants to Bank that the Property is not subject to any lien or encumbrance of the type described in this paragraph. MBC 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 to transfer, encumber, assign, or pledge the Property. All capitalized terms used herein without definitions shall have the respective meanings provided therefor in the Loan Agreement.

2. **DEFAULT:** If any representation made herein shall prove to be false in any material respect, or if MBC shall fail to perform any covenant contained herein, or if MBC 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 (other than Permitted Liens) to be placed on any of the Property after the date of this Agreement Not to Transfer, Encumber, Assign or Pledge Assets (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 Loan Agreement, and Agent shall be entitled to exercise any and all rights and remedies set forth under any Loan Document.

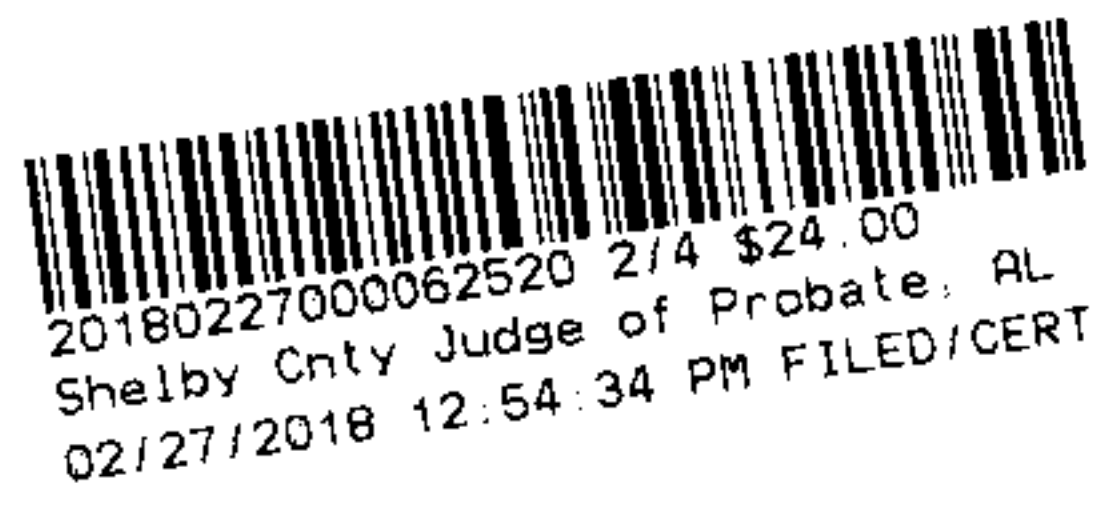
3. **RIGHTS OF SUCCESSORS AND ASSIGNS.** This agreement is for the benefit of Bank, and its successors and assigns, and for such other persons as may from time to time become or be the holder of the Note, and this Agreement shall be transferable and negotiable, with the same force and effect and to the same extent as such indebtedness may be transferable, it being understood that upon the assignment or transfer Bank of any indebtedness described herein, the legal holder of such indebtedness shall have all of the rights granted to Bank, as the case may be, under this Agreement.

4. **PAYMENT OF INDEBTEDNESS.** Upon the payment in full at or before maturity of the Indebtedness, then this agreement shall terminate and no longer be of force and effect.

5. **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.

6. **RECORDATION.** Bank may record this agreement in the Office of the Judge of Probate of Shelby County, Alabama (or in any other location which Bank determines to be necessary or helpful in protecting the Bank's rights hereunder).

[SIGNATURES APPEAR ON FOLLOWING PAGES]



Executed this 9th day of February, 2018.

**MEADOWBROOK BAPTIST CHURCH, INC.
A/K/A MEADOW BROOK BAPTIST CHURCH,
INC., an Alabama non-profit corporation**

20180227000062520 3/4 \$24.00
Shelby Cnty Judge of Probate, AL
02/27/2018 12:54:34 PM FILED/CERT

By [Signature] (SEAL)
Name: Jason Shumblin
Title: Trustee

[CORPORATE SEAL]

STATE OF ALABAMA

COUNTY OF State at large

I, a Notary Public of said County and State, certify that Jason Shumblin, whose name as Trustee of **MEADOWBROOK BAPTIST CHURCH, INC.,** an Alabama nonprofit 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 the instrument, s/he, as such officer with full authority, executed the same voluntarily for and as the act of said corporation.

Witness my hand and official seal this 9th day of February, 2018.

(Notary Seal)

[Signature]
Notary Public: Sondra Kay Norris
Print Name

My Commission Expires: 09-29-2018

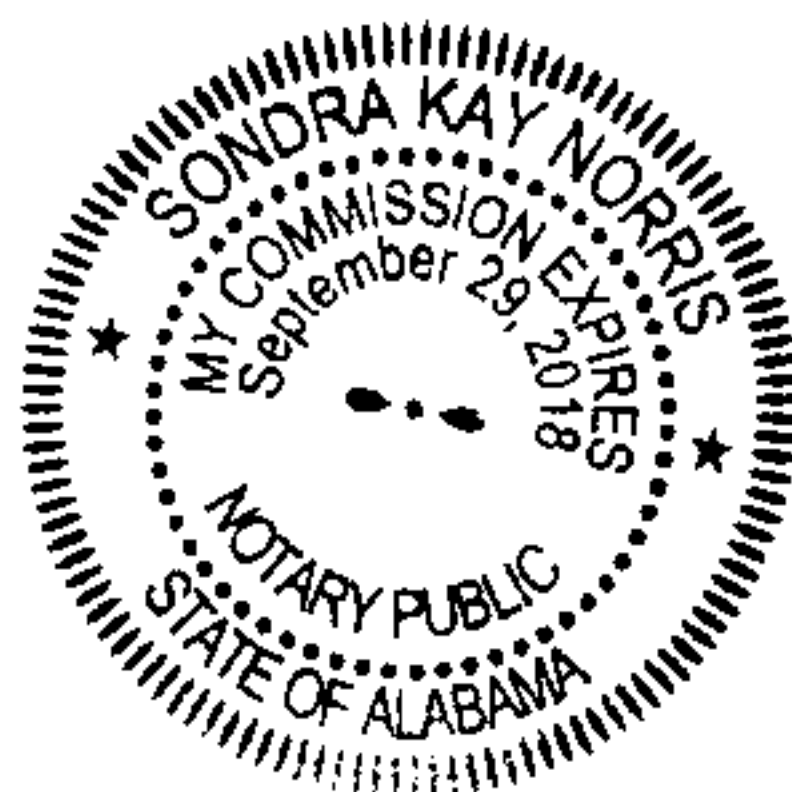


EXHIBIT A
TO
AGREEMENT NOT TO TRANSFER, ENCUMBER,
ASSIGN OR PLEDGE ASSETS

REAL PROPERTY OWNED BY MBC

Lot 1 and Lot 3 according to the Survey of Meadow Brook Site Subdivision, as recorded in Map Book 8, page 127, in the Office of the Judge of Probate of Shelby County, Alabama.

