

INDEMNITY AGREEMENT

Whereas, the undersigned W. C. Stegall, W. P. Buck and W. David Upton (the "Sellers"), joined in by their respective wives, have sold and conveyed on this date to J. Elmer Massey ("Massey"), his heirs and assigns, the real property (the "Property") located in Shelby County, Alabama which is described in Exhibit A hereto attached and made a part hereof; and

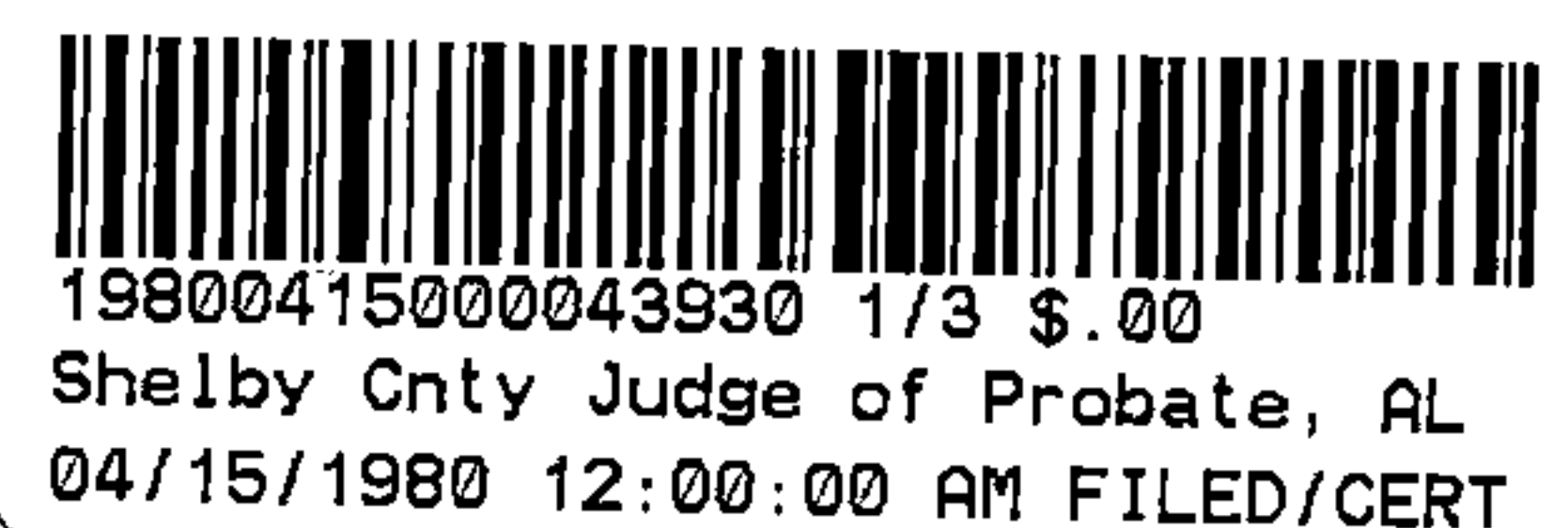
Whereas, an unpaved and seldom used drive or access road (the "Road") crosses the Property generally in a north-south direction, intersecting the southerly boundary of the Property approximately 250 feet from the southeasterly corner of the Property; and

Whereas, Sellers believe that the existence of Cross Creek Trail, a hard surfaced public road running generally east and west along the northerly boundary of other land owned by Sellers and also located in the N 1/2 of Sec. 12, T205, R3W, which other land lies north of the Property, fulfills the restrictions and reservations contained in that certain deed recorded in Book 241, Page 88 in the Office of the Judge of Probate of Shelby County, Alabama, and effectively eliminates any present or future private or public need for the Road; and

Whereas, it is understood that Massey intends to enclose the Property with a fence or other barrier and to build a warehouse or manufacturing facility over and across the Road, and Sellers have agreed to indemnify Massey against any claims by others of a right to a private or public easement over any part of the Property.

NOW, THEREFORE, in consideration of the premises and of Massey's purchasing the Property from the Sellers, the Sellers, jointly and severally, covenant and agree that they will at all times indemnify Massey, and hold him safe and harmless, from and against and in respect of any and all actions or causes of action, claims, demands, liabilities, losses, damages or expenses of whatsoever kind and nature, including reasonable attorney's fees, which he shall or may at any time sustain or incur by reason or in consequence of his erecting barriers and preventing access to any part of the Property (excepting the easement reserved in the deed from Sellers to Massey) and/or causing improvements to be

Johnson, Barton Proctor et al



constructed on the Property over and across any part of the area now or heretofore used as the Road.

The indemnity herein contained shall bind the Sellers and their respective heirs, personal representatives and assigns, and inure to the benefit of Massey and his heirs and assigns, forever.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 11th day of April, 1980.

W. C. Stegall
W. C. Stegall
W. P. Buck
W. P. Buck
W. David Upton
W. David Upton

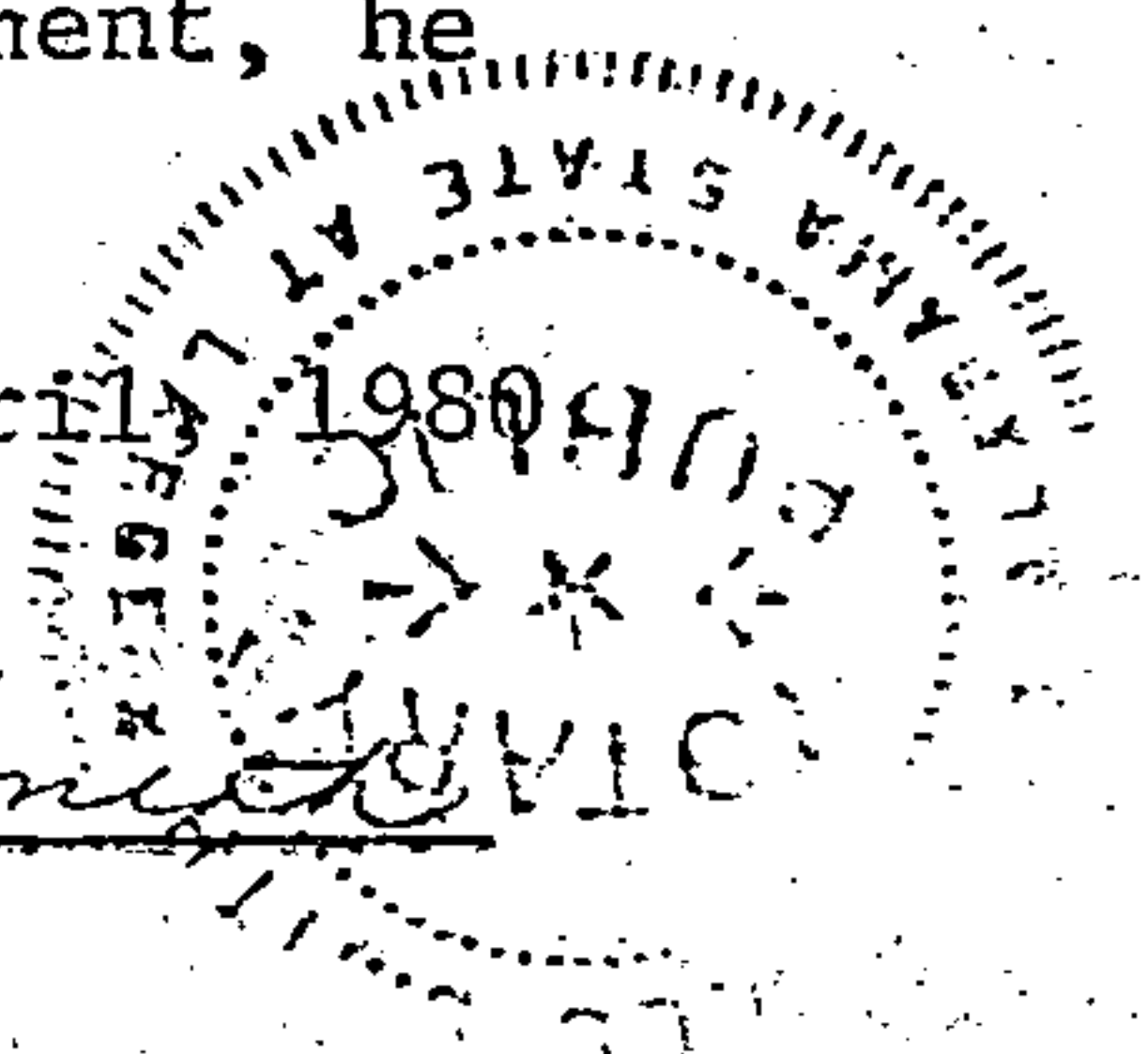
STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned notary public in and for said county in said state, hereby certify that W. C. Stegall, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11th day of April, 1980.

Frances L. Smith
NOTARY PUBLIC



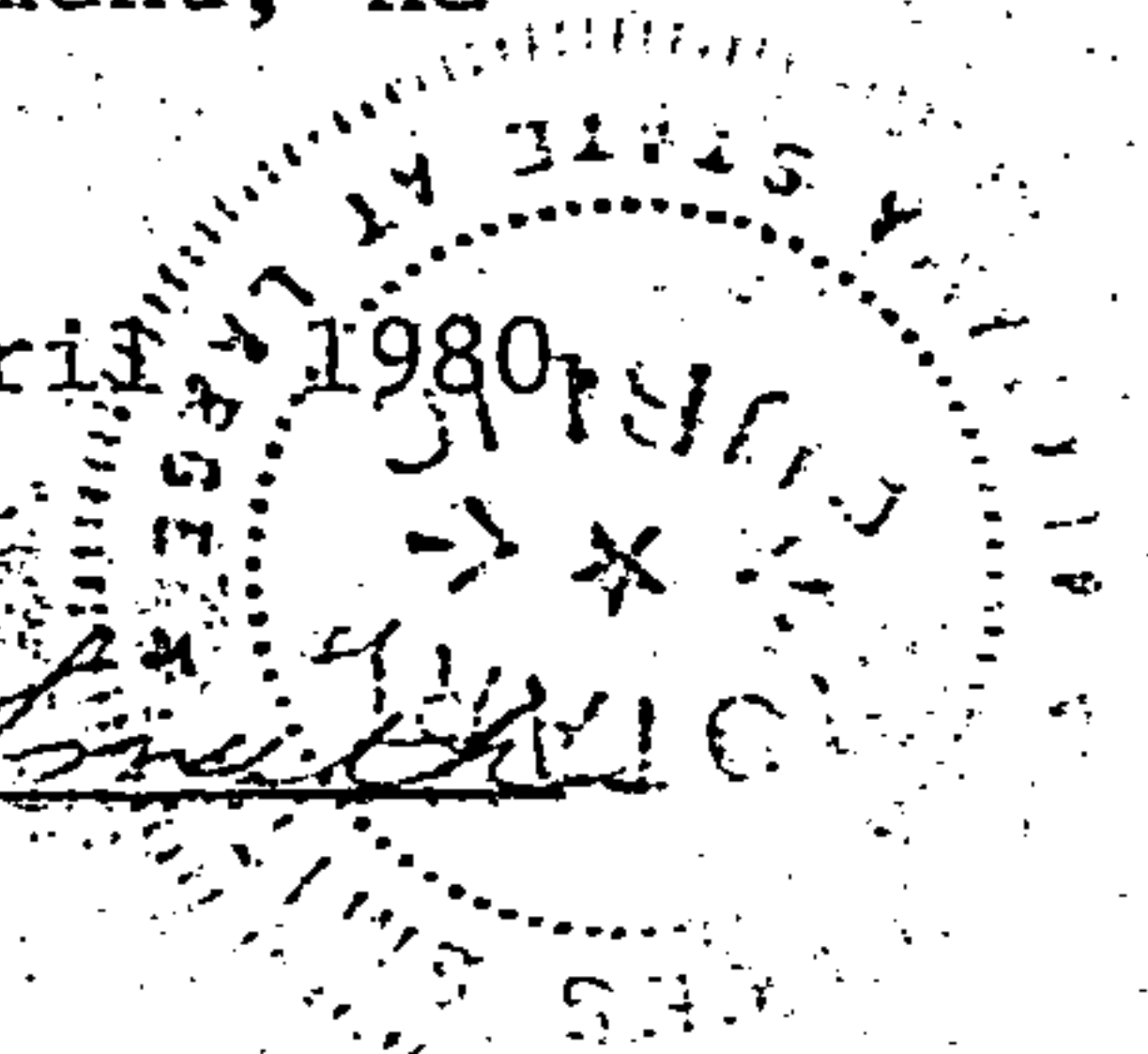
STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned notary public in and for said county in said state, hereby certify that W. P. Buck, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11th day of April, 1980.

Frances L. Smith
NOTARY PUBLIC



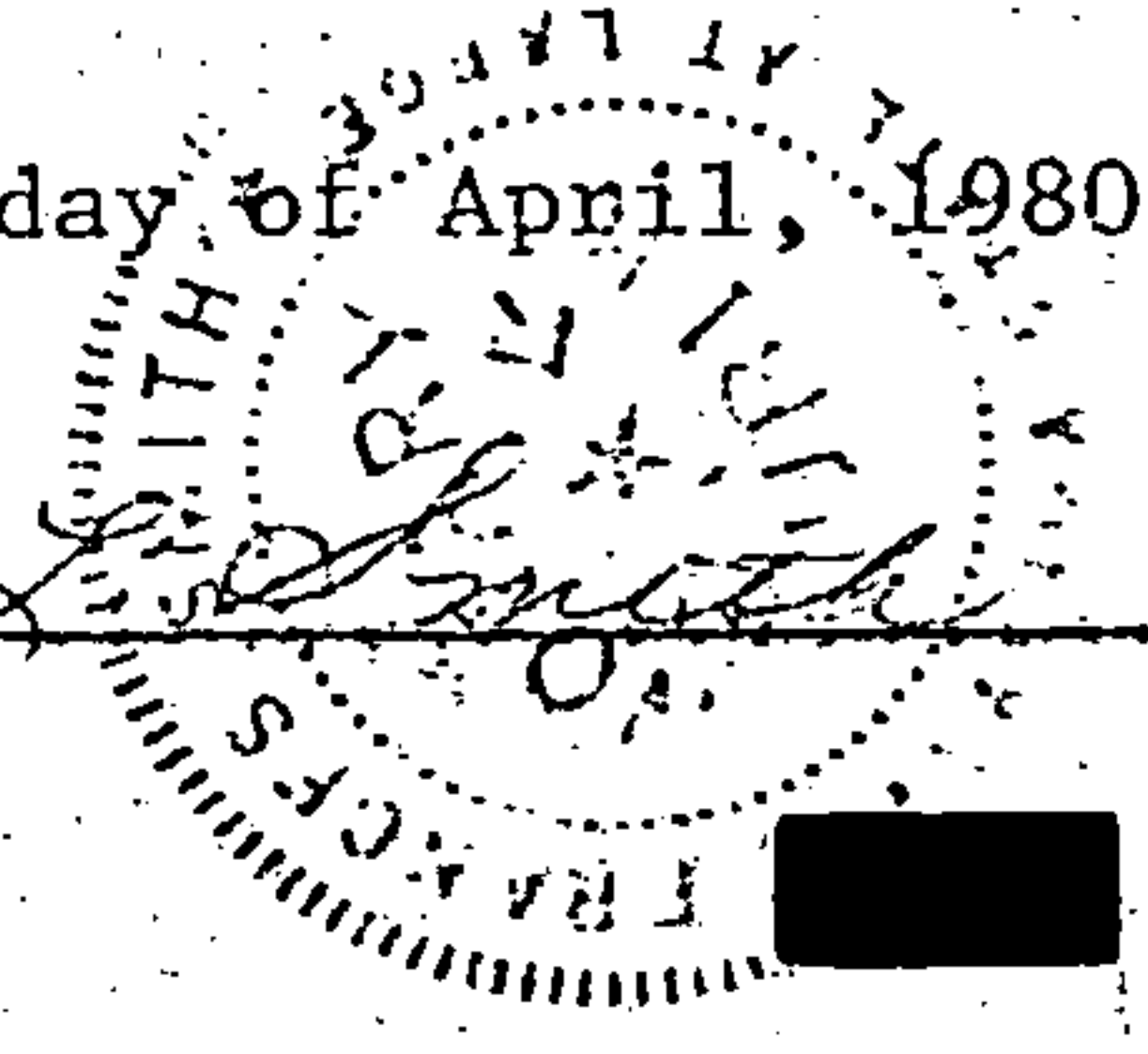
STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned notary public in and for said county in said state, hereby certify that W. David Upton, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11th day of April, 1980.

Frances L. Smith
NOTARY PUBLIC



BOOK 35 PAGE 730

BOOK 35 PAGE 731

19800415000043930 3/3 \$.00
Shelby Cnty Judge of Probate, AL
04/15/1980 12:00:00 AM FILED/CERT

A parcel of land situated in the southeast quarter of the northwest quarter and the southwest quarter of the northeast quarter Section 12, Township 20 South Range 3 West, Shelby County, Alabama, and being more particularly described as follows: Commence at the southwest corner of the southeast quarter of the northwest quarter Section 12, Township 20 South, Range 3 West, Shelby County, Alabama, and run east along the south line of the SE 1/4 of the NW 1/4 for 1091.30 feet (Deed 1091.42 feet) to a point in the center of the Old Birmingham Montgomery Highway; thence 69°30' 13" left (Deed 69°30') and in a northeasterly direction along the center of the Old Birmingham-Montgomery Highway 480.00 feet; thence 1°30'55" right and in a northeasterly direction along said center of road for 115.69 feet to the point of beginning; thence continue northeasterly along said center of the Old Birmingham-Montgomery Highway 215.65 feet; thence 112°00'42" left and in a westerly direction parallel to the south line of said 1/4-1/4 for 967.61 feet thence 91°25' left and in a southerly direction for 200.00 feet; thence 83°35' left and in a easterly direction parallel to the south line of said 1/4-1/4 for 831.84 feet to the point of beginning.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1980 APR 15 AM 8:32

Thomas A. Brantley, Jr.
JUDGE OF PROBATE

Rec 5.00-
Exp 1.00
6.00

EXHIBIT A