

AGREEMENT FOR CONVEYANCE

This Agreement made this the 3rd day of January, 1985, by and between the ECHOTA CHEROKEE TRIBE, INC., hereinafter referred to as "ECHOTAS", a non-profit organization and FRANK ABERNATHY, an individual of Maylene, Shelby County, Alabama.

RECITALS

1. FRANK ABERNATHY is the sole owner of a certain 10.63 acres of land in Shelby County, Alabama, said land is more fully described in the attached deed which is incorporated by reference into this Agreement in its entirety and referenced to at various points in the Agreement; and

2. FRANK ABERNATHY wishes to convey the said 10.63 acres to the "ECHOTAS", in return for revenue to be described later; and

3. The "ECHOTAS", agree to accept the conveyance of this land and to abide by the provisions of this Agreement therefor

IN CONSIDERATION of the mutual covenants contained herein, the Parties agree as follows:

SUBJECT AND PURPOSE

The "ECHOTAS", agree to use the subject land to operate the land as a museum and tribal grounds.

TERM

BOOK 014 PAGE 579

The term of this Agreement shall be for the lifetime of FRANK ABERNATHY and his daughter ELEANOR LYNN ABERNATHY unless the ECHOTA CHEROKEE TRIBE INC., shall cease to exist or disband, at such time the said land shall revert to FRANK ABERNATHY or if FRANK ABERNATHY is deceased, then to his daughter, ELEANOR LYNN ABERNATHY. In the event that ECHOTA CHEROKEE TRIBE, INC., disbands or ceases to exist after the death of FRANK ABERNATHY and ELEANOR LYNN ABERNATHY, then and in that event, the land shall be conveyed to the City of Alabaster, Alabama to be used as a park and or recreational area and the Officers of the ECHOTA CHEROKEE TRIBE, INC. at that time shall execute all deeds and other documents necessary to transfer said property to the City of Alabaster, Alabama.

Further more, in the event that ECHOTA CHEROKEE TRIBE, INC. fails or is unable to use the subject land to establish a educational and cultural center, or in the event the ECHOTA CHEROKEE TRIBE, INC. is legally precluded from establishing same within three years, then in that event the subject land shall revert back to FRANK ABERNATHY or in the event that FRANK ABERNATHY is deceased, then to his daughter ELEANOR LYNN ABERNATHY. This Agreement shall expire upon the death of FRANK ABERNATHY AND ELEANOR LYNN ABERNATHY.

PAYMENT TERMS

This shall be subject to a grand payment of three percent (3%) of the gross operating revenues of the museum and facilities to be located hereon, not to exceed five hundred (\$500.00) per month. Gross revenues shall mean gross collection from operations located directly on the subject property. All revenues are to be included in this definition except;

John J. Janner

1. All State and or Federal Grants from whatsoever sources regardless of the intent or purpose of said Grants and regardless of the properties' role in influencing or securing said Grant.

2. Commissions sales in which the "ECHOTAS" receive no percentage.

3. Fund raising activities not on the subject property.

4. Donations from the general public.

5. All other activities not directly located on the subject property.

COVENANTS

FRANK ABERNATHY covenants with said grantees/conveyees that he is lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted herein, that he has a good right to sell and convey the same as aforesaid, he will and his heirs, executors and administrators shall warrant and defend the same to said grantees/conveyees against the lawful claims of all persons, corporations and entities.

PAYMENT CAP AND DURATION

The payment referred to in the above section entitled TERM shall have the maximum rate of Five Hundred Dollars and 00/00 Cents (\$500.00) per month. This payment is to continue for the life of FRANK ABERNATHY and at his death go to his daughter ELEANOR LYNN ABERNATHY, and close upon her death, at such time this agreement shall terminate.

CONVEYANCES

Both parties agree to execute and record the necessary deeds and instruments of title so that the Laws of the State of Alabama are complied with.

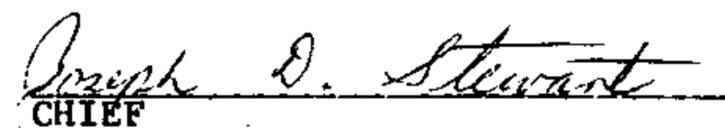
CHOICE OF LAW

This Agreement is governed by the Laws of the State of Alabama. The entire Agreement is contained herein. No other additions or deletions have been made.

FOR CONVEYOR:


FRANK ABERNATHY

FOR THE ECHOTA CHEROKEE TRIBE


CHIEF

I attest that the above signed individual is the Chief of the ECHOTA CHEROKEE TRIBE, INC.

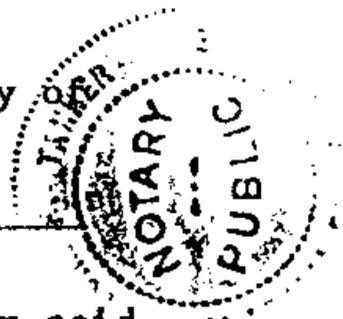
Charlotte E. Stewart
SECRETARY/TREASURER

COUNTY OF SHELBY)
STATE OF ALABAMA)

I, John F. Tanner, being a Notary Public in and for said County, in said State, hereby certify that Frank Abernethy whose name is signed to the forgoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of this instrument he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 3rd day of January, 1985.

John F. Tanner
Notary/John F. Tanner



I, John F. Tanner, being a Notary Public in and for said County, in said State, hereby certify that Charles O. Stewart whose name is signed to the forgoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of this instrument he executed the same voluntarily on the day the same bears date.

John F. Tanner
Notary/John F. Tanner



STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT HAS FILED
1985 JAN 11 AM 10:25
Thomas A. [Signature]
JUDGE OF PROBATE

Rec. 750
Ind. 100
850

BOOK 014 PAGE 581