

INDEMNITY AGREEMENT

This Agreement made this 22nd day of July, 1993, is by and between Shades Ridge, Ltd., an Alabama Limited Partnership (the "Owner"), and AFTCO Properties, Inc. (the "Indemnitor").

RECITALS

WHEREAS, the parties have entered into a Real Estate Sales Contract to convey possession of certain real estate described in Exhibit "A" attached hereto (the "Property");

WHEREAS, Indemnitor is to receive ownership of the Property;

WHEREAS, Indemnitor has inspected the Property, reviewed an environmental study, discussed the study with the firm that made the study, and is aware of certain contaminations;

WHEREAS, Indemnitor is willing to take possession and title to the Property, being fully informed of the condition of the Property;

WHEREAS, Owners would not enter into the Real Estate Sales Contract and transfer said Property without this Indemnity Agreement;

WHEREAS, Indemnitor is willing to indemnify and hold harmless the Owner against the claims of ADEM, EPA and other governmental agencies and subsequent purchasers of the Property and adjoining landowners and any and all claims arising out of the prior or existing environmental contamination of the Property.

NOW, THEREFORE, in consideration of the premises and the mutual promises of the parties, Owner and Indemnitor hereby agree as follows:

1. **INDEMNITY.** Indemnitor does hereby indemnify Owner against all liability, loss, and expense, including reasonable attorneys' fees, that Owner may incur by reason of defending claims, actions, lawsuits, judgments or proceedings arising out of or in connection therewith, or in obtaining or attempting to obtain a release from liability in respect thereto of the Property. Indemnitor covenants that it will reimburse Owner for, or pay over to Owner, all sums of money which Owner shall pay or become liable to pay by reason of any of the foregoing, and will make such payments to Owner as soon as Owner shall become liable therefor, whether or not the Owner has paid out such sums or any part thereof. Owner shall assign any such claim or right that it has in any such claim to Indemnitor upon receipt of such payment. Owner shall give prompt notice to Indemnitor of the assertion of a claim or liability received in writing by Owner, and shall cooperate with Indemnitor in any defense of the claim or liability and shall make no payments or incur any expense for which Indemnitor is expected to be

K. B. WEYGAND & ASSOC.
2233 Cahaba Valley Dr.
B'ham AL 35242

04/04/1994-10836
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Inst # 1994-10836

responsible without first giving Indemnitor sixty (60) days' notice and opportunity to defend.

2. **COMPROMISES.** Owner shall have the right to adjust, settle, or compromise any claim, suit or judgment in respect of any obligation of Owner for which Indemnitor may be liable hereunder, after sixty (60) days' prior notice to Indemnitor of such proposed compromise, unless Indemnitor desires to litigate such claim, or defend such suit, or appeal such judgment.

3. **LEGAL ACTIONS.** If any suit, action, or other proceeding is brought by Owner against Indemnitor for breach of its covenant of indemnity herein contained, separate suits may be brought as causes of action accrue, without prejudice or bar to the bringing of subsequent suits on any other cause or causes of action, whether theretofore or thereafter accruing. The prevailing party in such action shall be awarded, in addition to damages, injunctive or other relief, its reasonable costs and expenses, not limited to taxable costs, and reasonable attorneys' fees.

4. **EVIDENCE OF LIABILITY.** In the event of payment by Owner of any sums of money, cancelled checks or other evidence showing such payment shall be prima facie evidence against Indemnitor of the fact and amount of potential liability of Indemnitor to Owner hereunder.

5. **BENEFIT.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns. It is understood and agreed that all agreements and representations heretofore existing between the parties hereto are merged in this Agreement, which alone fully and completely expresses their understanding and agreements. This Indemnity may not be altered, changed, extended, modified or terminated unless such change is made in writing and executed by all parties.

6. **NOTICE.** Notice shall be deemed to have been given upon the earlier (i) the actual date of delivery, or if not a business day, then the next business day after such delivery, by hand to a party or by facsimile transmission with confirmed machine verification; (ii) two business days after mailing in the U.S. mail, with first class postage affixed thereto; or five business days after mailing by registered/certified mail to:

If to Owner:

Shades Ridge, Ltd, an Alabama Limited Partnership
c/o John B. Davis, Jr.
1031 South 21st Street
Birmingham, Alabama 35205

With copy to:
James J. Odom, Jr., Esquire
Post Office Box 11244
Birmingham, Alabama 35202-1244

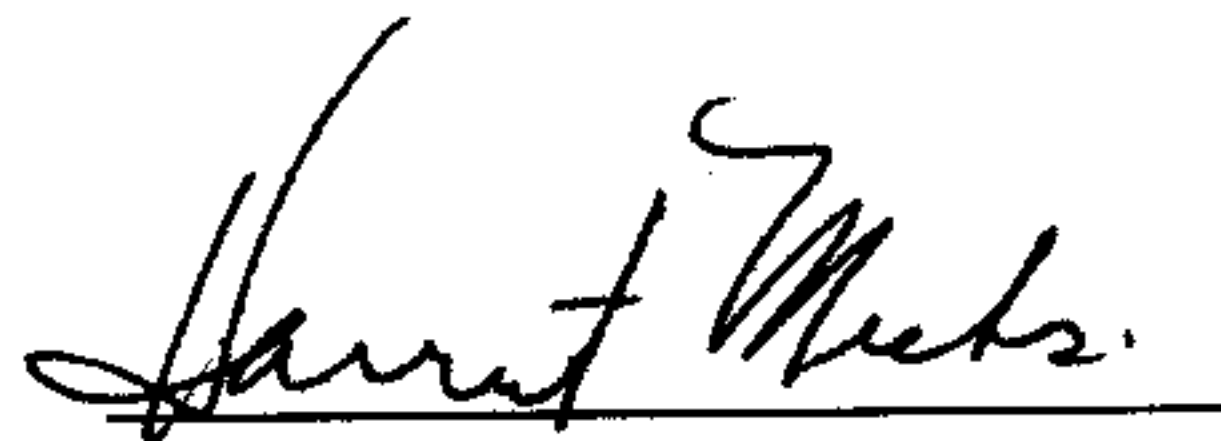
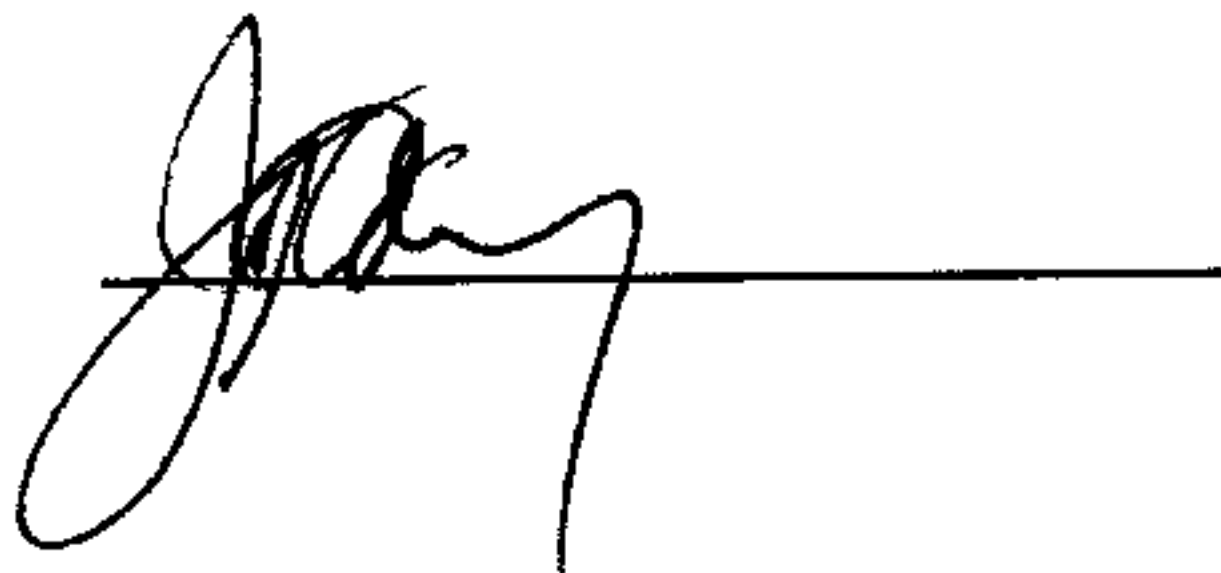
If to Indemnitor:

AFTCO Properties, Inc.
Attn: Albert S. Thomason, President
972 Montclair Rd., Suite B
Birmingham, Al. 35213

or to such other address and person as a party shall have given Notice in the manner hereinabove set forth for the other party to use in lieu of the above.

IN WITNESS WHEREOF, the parties have signed or caused this Agreement to be executed by their duly authorized representatives or officers on the day and year first above written.

WITNESSES:



INDEMNITOR:

AFTCO PROPERTIES, INC.

By: Albert S. Thomason
As its: President

OWNER:

SHADES RIDGE, LTD., AN ALABAMA
LIMITED PARTNERSHIP

By: John B. Davis, Jr.
As its General Partner

EXHIBIT "A"

A parcel of land situated in the Southwest Quarter of the Northeast Quarter-and the Northwest Quarter of the Southeast Quarter of Section 17, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a 3" capped iron locally accepted to be the Southwest corner of the Southwest Quarter of the Northeast Quarter of said Section 17; thence run South 0 degrees 58 minutes 52 seconds East along the West line of the Northwest Quarter of the Southeast Quarter of said Section 17 for a distance of 207.25 feet to the point of beginning; continue along last stated course for a distance of 392.79 feet to an iron pin found at the Northwest corner of Lot 4, South Lake 1st Addition as recorded in Map Book 14, Page 91 in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the left of 96 degrees 07 minutes 41 seconds and run North 82 degrees 53 minutes 26 seconds East along the North line of said Lot 4 for a distance of 92.20 feet to an iron pin found; thence turn an angle to the right of 13 degrees 16 minutes 19 seconds and run South 83 degrees 50 minutes 15 seconds East along the North line of said Lot 4 and Lot 5 in said South Lake for a distance of 250.09 feet to an iron pin found; thence turn an angle to the left of 38 degrees 55 minutes 21 seconds and run North 57 degrees 14 minutes 24 seconds East along the Northwest line of Lots 7, 8 and 9 in said South Lake for a distance of 621.61 feet to an iron pin set; thence turn an angle to the left of 90 degrees 04 minutes 40 seconds and run North 32 degrees 50 minutes 16 seconds West for a distance of 198.47 feet to an iron pin set; thence turn an angle to the right of 90 degrees 00 minutes 00 seconds and run North 57 degrees 09 minutes 44 seconds East for a distance of 4.12 feet to an iron pin set; thence turn an angle to the left of 90 degrees 00 minutes 00 seconds and run North 32 degrees 50 minutes 16 seconds West for a distance of 349.20 feet to an iron pin set; thence turn an angle to the left of 51 degrees 12 minutes 31 seconds and run North 84 degrees 02 minutes 47 seconds West for a distance of 116.80 feet to an iron pin set; thence turn an angle to the left of 65 degrees 34 minutes 43 seconds and run South 30 degrees 22 minutes 30 seconds West for a distance of 218.93 feet to an iron pin set; thence turn an angle to the right of 90 degrees 00 minutes 00 seconds and run North 59 degrees 37 minutes 30 seconds West for a distance of 30.00 feet to a point; thence turn an angle to the left of 90 degrees 00 minutes 00 seconds and run South 30 degrees 22 minutes 30 seconds West for a distance of 112.02 feet to an iron pin set; thence turn an angle to the right of 26 degrees 47 minutes 14 seconds and run South 57 degrees 09 minutes 44 seconds West for a distance of 20.00 feet to an iron pin set; thence turn an angle to the right of 6 degrees 54 minutes 19 seconds and run South 64 degrees 04 minutes 03 seconds West for a distance of 277.86 feet to the point of beginning.

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