

STATE OF ALABAMA)
COUNTY OF Shelby)

NONENCUMBRANCE AGREEMENT

This Agreement (this "Agreement") is entered into as of the 2nd day of October, 1995, by and between EDWIN B. LUMPKIN, JR., an individual (the "Borrower"), and NATIONAL BANK OF COMMERCE OF BIRMINGHAM, a national banking association (the "Lender").

Recitals

A. The Lender has made to the Borrower (i) a term loan in the principal amount of One Million, Two Hundred Thousand Dollars (\$1,200,000), as evidenced by that certain Promissory Note ("Note One") from the Borrower to the Lender dated November 23, 1994 ("Loan One") and (ii) a term loan in the principal amount of Seven Hundred Thousand Dollars (\$700,000), as evidenced by that certain Promissory Note ("Note Two") from the Borrower to the Lender dated November 23, 1994 ("Loan Two"). The Borrower has requested that the Lender make an additional loan ("Loan Three," and collectively with Loan One and Loan Two, the "Loans") to the Borrower in the principal amount of Four Hundred Thirty Thousand Dollars (\$430,000), to be evidenced by that certain Master Note-Commercial Loans from the Borrower to the Lender of even date herewith ("Note Three," and collectively with Note One and Note Two, the "Notes").

B. As a condition to Loan Three, the Borrower has agreed to obtain the Lender's prior written consent before encumbering, selling, transferring, leasing, mortgaging, pledging, assigning, granting or permitting to exist a security interest in or lien upon or otherwise disposing of the property of the Borrower described on Exhibit A attached hereto and incorporated herein by reference (the "Property").

C. In order to induce the Lender to make Loan Three to the Borrower, the Borrower has agreed to execute and deliver this Agreement to the Lender.

D. The Lender and the Borrower desire to execute and record this document in order to more fully notify future parties who may desire to deal with or obtain an interest in the Property.

Agreement

NOW, THEREFORE, in consideration of the foregoing recitals, the Lender's agreement to make Loan Three as described above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower hereby agrees as follows:

1. No Encumbrance. The Borrower agrees that, without the prior written consent of the Lender, such consent to be given in the sole discretion of the Lender, he will not

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encumber, sell, transfer, lease, mortgage, pledge, assign, grant or permit to exist a security interest or lien upon, or otherwise dispose of all or any part of the Property, whether directly or indirectly, voluntarily or involuntarily or by operation of law.

2. Insurance. The Borrower will maintain insurance with an insurance company reasonably satisfactory to the Lender on the Property in such amounts and against such risks as is customarily maintained in his business, including insurance on fixed assets and other properties, workmen's compensation and similar insurance required by law, adequate public liability insurance, and such additional insurance as the Lender reasonably may request. The Borrower shall furnish to the Lender such evidence of insurance as the Lender may require.

3. Termination. This Agreement shall not be terminated until one of the Lender's officers signs a written termination agreement. Lender agrees to sign such a termination agreement upon Borrower paying in full all amounts owing to Lender in connection with the Loans; provided, however, that in no event shall the Lender be obligated to terminate this Agreement (i) if there shall be any Event of Default existing under any of the Notes or any other matter of default in any other agreement between Lender and Borrower, (ii) until payment in full of all amounts owing to Lender in connection with the Loans and (iii) upon the expiration of the applicable period for avoiding or setting aside such payment under bankruptcy or insolvency laws (provided that Lender agrees that the execution and delivery of the termination agreement shall not be delayed if Borrower provides to Lender such evidence as Lender may reasonably require to assure Lender that such payment will not be so set aside). Even if the Borrower should pay all amounts owing to Lender in connection with the Loans, this Agreement will continue until the written termination agreement referred to above has been executed by the Lender. No termination of this Agreement shall in any way affect or impair the representations, warranties, agreements, covenants, obligations, duties or liabilities of the Borrower or the powers, rights and remedies of the Lender under the Notes or any documents and instruments executed in connection therewith, all of which shall survive such termination.

4. 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.

5. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Alabama.

6. Provisions as to Covenants and Agreements. All of the Borrower'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.

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the day and year first set forth above.

Edwin B. Lumpkin, Jr.
Edwin B. Lumpkin, Jr.

NATIONAL BANK OF COMMERCE OF
BIRMINGHAM

By: W. B. A.
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 Edwin B. Lumpkin, Jr., 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 said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 2nd day of October, 1995.

Lina R. Hoover
Notary Public

[AFFIX SEAL]

MY COMMISSION EXPIRES OCTOBER 14, 1995

My Commission Expires: _____

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Robert B. Aland, whose name as Vice President of National Bank of Commerce of Birmingham, a national banking association, 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 corporation.

Given under my hand and official seal, this 2nd day of October, 1995.

Lina R. Hoover
Notary Public

[AFFIX SEAL]

MY COMMISSION EXPIRES OCTOBER 14, 1995

My Commission Expires: _____

This instrument prepared by:
Melissa N. Ridgeway, Esq.
Maynard, Cooper & Gale, P.C.
1901 Sixth Avenue North
2400 AmSouth/Harbert Plaza
Birmingham, Alabama 35203-2602

Exhibit A
(Legal Description)

Part of the NE 1/4 of SW 1/4 and part of the NW 1/4 of SE 1/4 of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described at follows:

From the northwest corner of the NE 1/4 of SW 1/4 of said Section 12, run in a southerly direction along the west line of said 1/4-1/4 section for a distance of 300.0 feet; thence turn an angle to the left of 88 degrees 36' 15" and run in an easterly direction for a distance of 990.18 feet to an existing iron pin being the point of beginning; thence continue along last mentioned course for a distance of 385.20 feet to an existing iron pin being on the west right-of-way line of U.S. Highway #31; thence turn an angle to the right of 115 degrees 27' and run in a southwesterly direction along said west right-of-way line for a distance of 374.21 feet to an existing iron pin; thence turn an angle to the right of 64 degrees 33' and run in a westerly direction for a distance of 353.22 feet; thence turn an angle to the right of 110 degrees 52' 15" and run in a northeasterly direction for a distance of 361.62 feet, more or less, to the point of beginning.

"This does not constitute any part of the homestead of Edwin B. Lumpkin, Jr."

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