

**This Instrument Was Prepared By  
And Should Be Returned To:**

**Thomas G. Amason III  
Balch & Bingham LLP  
P. O. Box 306  
Birmingham, Alabama 35201**

<b>STATE OF ALABAMA</b>	)	<b>AGREEMENT REGARDING</b>
	)	<b>MAINTENANCE OF</b>
<b>COUNTY OF SHELBY</b>	)	<b>UNENCUMBERED</b>
	)	<b>OWNERSHIP OF PROPERTY</b>

This Agreement is entered into as of November 22, 2004, by **SHELBY LEASING, LLC**, an Alabama limited liability company ("Borrower") for the benefit of **COMPASS BANK**, an Alabama banking corporation ("Lender").

**PREAMBLE**

Lender has issued or will entered into certain \$1,700,000.00 term loan to Borrower (the Loan). Among other agreements, undertakings and obligations, Borrower has agreed not to further encumber ownership of the property described on Exhibit A hereto and improvements thereon, until such time as the Loan is not outstanding and all indebtedness and obligations of Borrower to Lender arising out of or related to the Loan have been paid and satisfied in full.

**AGREEMENT**

**NOW, THEREFORE**, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, Borrower, intending to be legally bound hereby, agrees as follows with and for the benefit of Lender and its successors, assigns and transferees:

At all times until the Loan and all other indebtedness, obligations and liabilities of Borrower or, if more than one, any one or more of them to Lender arising out of or related to the Loan have

been paid and satisfied in full, this Agreement has been released of record by Lender, and Lender has no further obligation to provide financing to Borrower relating to the Loan, Borrower shall maintain ownership of the property described on Exhibit A hereto and all improvements now or hereafter existing or placed thereon and all rights and interests related thereto, free and clear of all liens, mortgages, security interests and other encumbrances.

This Agreement shall be binding upon owners and their respective heirs, estates, successors and assigns and constitute a covenant running with the property described on Exhibit A hereto.

**IN WITNESS WHEREOF**, Borrower has executed this Agreement on the 22 day of November, 2004.

**BORROWER:**

**SHELBY LEASING LLC,**  
an Alabama limited liability company

BY: James C. Sturkey  
Its Managing Member

STATE OF ALABAMA

COUNTY OF Houston

I, Ann S. Barfield, a Notary Public in and for said County in said State, hereby certify that George C. Harris whose name as manager of **Shelby Leasing, LLC**, an Alabama limited liability company, 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 above and foregoing instrument, he, as such manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal of office this 22 day of November, 2004.

Ann S. Barfield  
Notary Public

[NOTARY SEAL]

My commission expires: June 9, 2008

### **Exhibit A**

That certain parcel of real estate located in Section 23 and 24, Township 20 South, Range 3 West, more particularly described as follows: Begin at the Northwest corner of said Section 24, thence in an Easterly direction along the North line of said Section 24 a distance of 119.40 feet; thence 61 degrees 15 minutes 01 seconds right, in a Southeasterly direction, a distance of 516.66 feet; thence 79 degrees 50 minutes 44 seconds right, in a Southwesterly direction, a distance of 222.47 feet; thence 101 degrees 16 minutes 15 seconds right, in a Northwesterly direction, a distance of 442.23 feet; thence 89 degrees 54 minutes 30 seconds left, in a Southwesterly direction, a distance of 30.00 feet; thence 90 degrees right, in a Northwesterly direction, a distance of 240.47 feet; thence 117 degrees 17 minutes right, in an Easterly direction, a distance of 145.46 feet to the point of beginning.