

STOCK TRANSFER AND GENERAL RELEASE AGREEMENT

This Stock Transfer and General Release Agreement made and entered into on this the 11 day of November, 1985 by and between Ken Mitchell (hereinafter referred to as "Mitchell") and David F. Byers (hereinafter referred to as "Byers");

RECITALS:

WHEREAS, in July, 1985, Byers did purchase 334 shares of capital stock of Maple Creek Land Development, Inc. ("Company").

WHEREAS, Byers is desirous of selling his right, title and interest in and to the Company which is to include, but not be limited to, all the capital stock in the Company presently owned by Byers as referred to above; and

NOW, THEREFORE, based on the premises, the execution of this document, payment of the monies referred to herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. That Byers does by the execution of this Agreement grant, bargain, sell and convey unto Mitchell all of its right, title and interest in and to the Company which is to include, but not be limited to, the 334 shares of capital stock as referred to above.
2. Mitchell agrees to pay to Byers the sum of \$10.00 and other good and valuable consideration of the above referred to transfer and the execution of this agreement.
3. Byers does represent, warrant and agree that he is the owner of 334 shares of the stock of the Company as referred to above and that such stock is free and clear of all mortgages, liens, pledges, charges, security interest or any and all other encumbrances of any nature whatsoever and that they have the complete and unrestricted power to sell and deliver the shares of stock and interest as referred to hereinabove to Mitchell free and clear of any interest, liens, encumbrances or restrictions.
4. That Byers does by the execution of this Agreement completely release, remise and forever discharge Mitchell, the Company, and any of its agents, employees and representatives from any and all claims, demands, causes of actions, liabilities, damages, expenses and suits of every kind and nature, whether known or unknown at this time, which they may have now or may hereinafter obtain, resulting from, predicated upon and arising out of their ownership of any interest in Maple Creek Land Development, Inc., which is to include, but not be limited to, the ownership of the capital stock hereinabove referred to and any and all other matters which directly or indirectly relate to business known as Maple Creek Land Development, Inc. directly or indirectly arising out of business known as Maple Creek Land Development, Inc. or resulting or arising out of any acts, remissions or representations occurring or failing to occur up until the date hereof, whether known or unknown at this time.
5. That Mitchell does by the execution of this Agreement completely release, remise and forever discharge Byers, the Company, and any of its agents, employees and representatives from any and all claims, demands, causes of actions, liabilities, damages, expenses and suits of every kind and nature,

Cardinal Homes, Inc.
P.O. Box - 74 Montgomery Hwy.
Pelham, Ala. 35124

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whether known or unknown at this time, which they may have now or may hereinafter obtain, resulting from, predicated upon and arising out of their ownership of any interest in Maple Creek Land Development, Inc., which is to include, but not be limited to, the ownership of the capital stock hereinabove referred to and any and all other matters which directly or indirectly relate to business known as Maple Creek Land Development, Inc. directly or indirectly arising out of business known as Maple Creek Land Development, Inc. or resulting or arising out of any acts, remissions or representations occurring or failing to occur up until the date hereof, whether known or unknown at this time.

6. That all parties hereto do appoint and represent Mitchell as the attorney-in-fact for the purpose of transferring the name of the stock previously owned by Byers to Mitchell pursuant to the terms and conditions of this Agreement and does designate Mitchell as the authorized agent to consummate this transaction on the books and records of the Company.

7. All parties to this Agreement represent and warrant that they have not heretofore assigned to any person or party all or any portion of any claim that they have or may have had on account of the dealings between the parties as stockholders and as officers and directors of Maple Creek Land Development, Inc. and in all matters which directly or indirectly relate to the operation, management and business known as Maple Creek Land Development, Inc.; the parties hereto further represent and warrant that no representations about the degree or extent of any claim made by any attorney or agent of any party hereby released has induced any of the parties hereto to enter into this Agreement and General Release and that all parties are acting upon their own judgment, belief and knowledge of the nature and extent of any and all claims, known or unknown, at the time of the execution of this Agreement; it being the intent desire of all parties hereto that all parties to this Agreement shall be released from any and all liabilities, claims, causes of actions, suits, damages, expenses which directly or indirectly in any way relate to Maple Creek Land Development, Inc. at any time prior to, and at the time of the execution of this Agreement, whether known or unknown.

Ken Mitchell
Ken Mitchell

David F. Byers
David F. Byers

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Ken Mitchell, whose name is signed to the foregoing, 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.

Given under my hand and seal of office, this 12 day of November, 1985.

Jim M. Bragg
Notary Public

My Commission Expires: 2-18-89

048 REC 939

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that David F. Byers, whose name is signed to the foregoing, 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.

Given under my hand and seal of office, this 12 day of November, 1985.

Jim M3 Byers
Notary Public

My Commission Expires: 2-18-87

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1985 NOV 13 PM 3 25
Thomas A. Henderson, Jr.
JUDGE OF PROBATE

RECORDING FEES	
Recording Fee	\$ <u>7.50</u>
Index Fee	<u>1.00</u>
TOTAL	\$ <u>8.50</u>