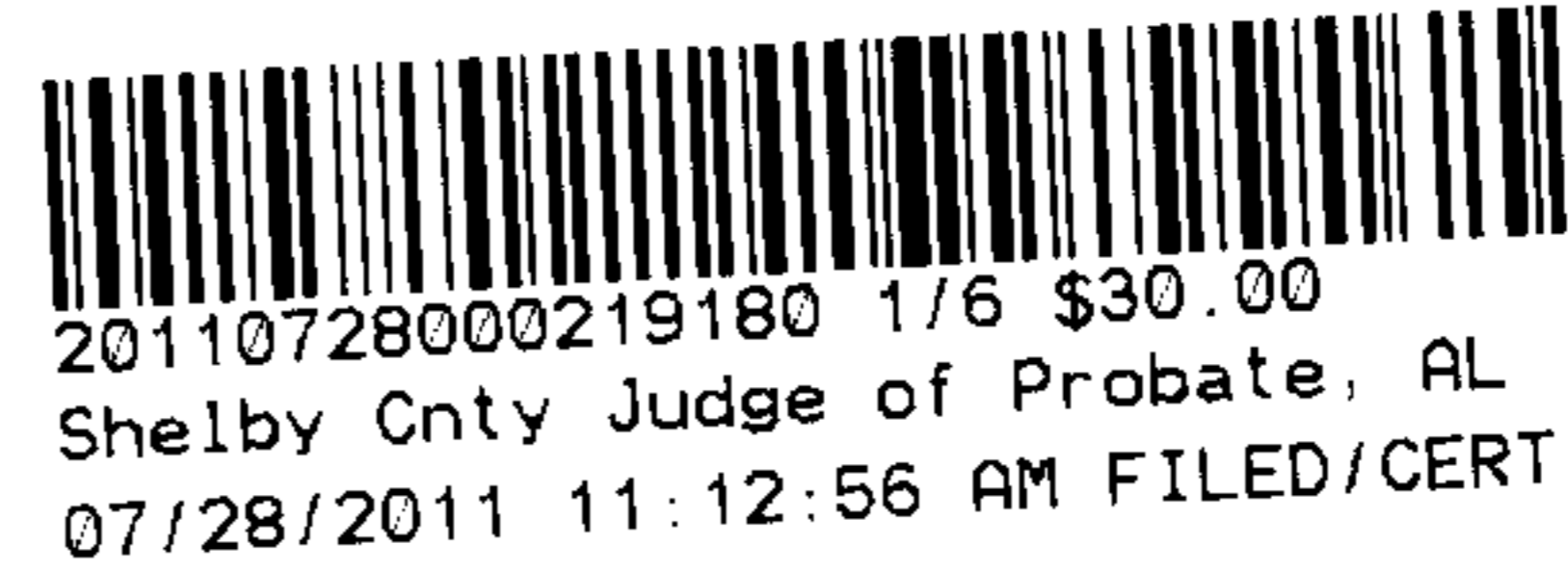


*This instrument was prepared by
and when recorded return to:*
Claude McCain Moncus, Esq.
CORLEY MONCUS, P.C.
728 Shades Creek Parkway, Suite 100
Birmingham, Alabama 35209
205.879.5959



LEASE TERMINATION AND RELEASE AGREEMENT

This Lease Termination and Release Agreement (the "Agreement") is made and entered into this 12 day of ~~June~~^{July}, 2011, between The Industrial Development Board of the Town of Vincent, a public corporation organized under the laws of the State of Alabama (the "Board") and SouthHall of Hoover, L.L.C., an Alabama limited liability company (the "Company").

RECITALS:

The Board and E & T Realty Company, an Alabama general partnership ("E & T") entered into that certain Lease Agreement dated as of April 1, 1971 ("Lease Agreement"), which Lease Agreement was recorded at Book 268, Page 361 of the Shelby County Probate Office. Pursuant to the Lease Agreement E & T leased the property described in Exhibit A attached hereto and made a part hereof (the "Property") from the Board. The Lease Agreement was amended by Lease Amendment dated August 29, 1995 ("First Amendment"), which First Amendment was recorded at Instrument # 1996-03356. The Lease Agreement as amended by the First Amendment was further amended by Memorandum of Understanding and Second Amendment to Lease dated August 8, 1997 (the "Second Amendment") which Second Amendment was recorded at Instrument # 1997-28034. The Lease Agreement as amended by the First Amendment and as further amended by the Second Amendment is herein referred to collectively as the "Lease."

By Assignment of Leasehold Interest, E & T sold, assigned, transferred, delivered and conveyed its Leasehold Interest in the Property to the Company. The Assignment of Leasehold Interest is recorded at Instrument # 1999-09711 of the Shelby County Probate Office.

By the terms of the Second Amendment, the term of the Lease was extended to March 31, 2011. Pursuant to the Lease, the Company exercised its Option to Purchase the Property from the Board, and simultaneously herewith, the Board has executed and delivered to the Company a Statutory Warranty Deed conveying all of the Board's right, title and interest in the Property to the Company. It will be necessary, therefore, for the Board and the Company to release and relinquish their respective rights under the Lease and to terminate the same, and the Board and the Company are entering into this Agreement to accomplish such purpose.

Now, therefore, in consideration of the premises, and the mutual acknowledgments, agreements and releases herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Upon the execution of this Agreement by the parties hereto, the Lease shall be and hereby is terminated and rendered null and void and of no further force and effect, effective as of March 31, 2011, the end of the term of the Lease.
2. The Company agrees to indemnify and hold harmless the Board, its agents, servants, directors, officers and employees from any and all claims, causes of action, damages, governmental orders, judgments, liability, reasonable attorney's fees and costs, including, but not limited to, costs for testing, monitoring, clean-up, remediation, containment, treatment, detoxification or neutralization, asserted by or on behalf of any persons, firm corporation, or governmental authority, arising out of actual or alleged presence or discharge, disposal, release or escape of any Hazardous Substances existing on or under or emanating from the Property prior to the date and time of recording the Statutory Warranty Deed conveying the Property to the Company. The term Hazardous Substances is intended to include any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalines, chemicals and waste.
3. Except as specifically provided in Section 2 above, upon the execution of this Agreement, the parties hereto hereby remise, release, and forever discharge each other, their respective subsidiaries, affiliates, officers, directors, shareholders, members, managers, agents, representatives, successors and assigns of and from any and all causes of action, damages, liabilities and demands arising out of the Lease or the use and occupancy of the Property under the Lease.
4. The Board represents that it has the right, power and authority to accept termination and release of the Lease and to discharge the Company of all rights, obligations and duties under the Lease.
5. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all such counterparts together shall constitute one and the same instrument.

[Signature pages to follow]



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Shelby Cnty Judge of Probate, AL
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In Witness Whereof, the undersigned have set their hands and seals effective as of the date and year first written above.

THE INDUSTRIAL DEVELOPMENT
BOARD OF THE TOWN OF VINCENT

By: Don Driggers [SEAL]
Name: DON DRIGGERS
Title: Chairman

Attest:

By: [Signature] [SEAL]
Name: William M. Ackv, III
Title: Secretary/Treasurer

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Don Driggers, whose name as Chairman of the Board of Directors of THE INDUSTRIAL DEVELOPMENT BOARD OF THE TOWN OF VINCENT, a public corporation organized under the laws of the State of Alabama, 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, in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the same that bears date.

Given under my hand and official seal this the 12 day of July, 2011.

[NOTARY SEAL]

[Signature] 7/12/11
NOTARY PUBLIC
My commission expires: _____
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Sept 20, 2014
BONDED THRU NOTARY PUBLIC UNDERWRITERS

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Shelby Cnty Judge of Probate, AL
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[Signature Page to Lease Termination and Release]

SouthHall of Hoover, L.L.C., an Alabama
limited liability company

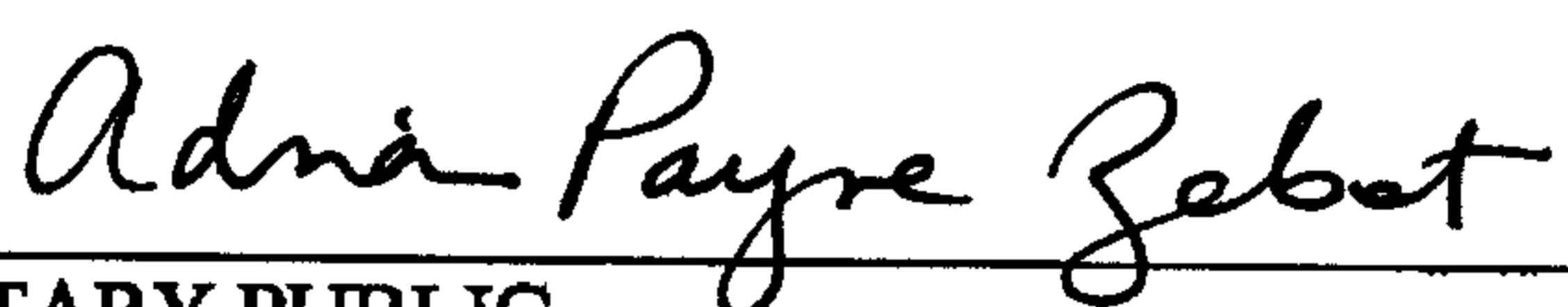
By:  [SEAL]
Name: John G. Beard
Title: Member

STATE OF ALABAMA)
 :
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that John G. Beard, whose name as Member of SouthHall of Hoover, L.L.C., 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 said instrument, he, in his capacity as such Member and with full authority, executed the same voluntarily for and as the act of said company on the same that bears date.

Given under my hand and official seal this the 19th day of July, 2011.

[NOTARY SEAL]



NOTARY PUBLIC
My commission expires: 10-13-2011



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INDUSTRIAL DEVELOPMENT BOARD
OF THE TOWN OF VINCENT

Friday, March 25, 2011
8:00 A.M.

The Town of Vincent Industrial Development Board met for a special session at the Vincent Town Hall on Friday, March 25, 2011, beginning at 8:00 a.m. The Chairman Don Driggers called the meeting to order.

Present were: Don Driggers
 Marsh Acker
 Bob Rounds
 Calvin Smith

Absent was: Bobby Denty
 Ray Harris
 Walter Shew


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Chairman Driggers announced a **quorum present**.

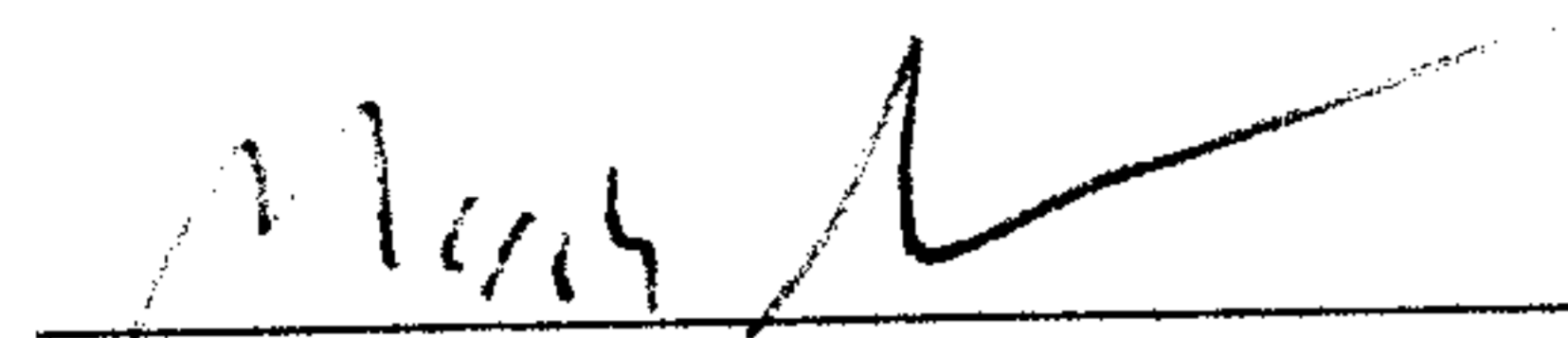
The meeting was held to discuss the status of the renewal of the lease on the Dewberry/South Hall project. Following the last meeting of the Board, Marsh Acker, as authorized by the Board, wrote a letter to South Hall declining to renew the lease. Following that correspondence, Marsh Acker received a letter from South Hall exercising its option to purchase the project. South Hall requested a closing date on or before May 1, 2011. Marsh Acker stated he had contacted South Hall's attorney to discuss the details of the closing. South Hall's attorney will prepare a Statutory Warranty Deed, Bill of Sale and other related documents to effectuate the closing.

After discussion by the Board, Marsh Acker made a motion that Don Driggers, as Chairman, be authorized to sign all documents necessary to consummate the closing. The motion was seconded by Bob Rounds. A vote was taken and the motion passed by unanimous consent.

There having been no further business before the Board, Bob Rounds moved that the Board adjourn. Calvin Smith seconded the motion. A vote was taken and the meeting

adjourned by unanimous consent.

TIME: approximately 8:20 a.m.



Marsh Acker, Secretary



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