

STATE OF ALABAMA )

JEFFERSON COUNTY )



19791026000140540 1/8 \$.00  
Shelby Cnty Judge of Probate, AL  
10/26/1979 12:00:00 AM FILED/CERT

MUTUAL RELEASE AND SATISFACTION

This Mutual Release and Satisfaction entered into this 25<sup>th</sup> day of October, 1979 by and between E. Earl Rhyne of Birmingham, Alabama ("Rhyne"), and James H. White, III of Birmingham, Alabama, Thomas M. Rodgers, Jr. of Atlanta, Georgia, and Alpha Partnership, Ltd., an Alabama limited partnership established pursuant to a Certificate of Limited Partnership dated March 22, 1977 recorded at Real Volume 1449 Page 499 et seq. in the Probate Office of Jefferson County, Alabama under the name "Shelby Mart, Ltd." (herein collectively sometimes referred to as "Alpha").

R E C I T A L S

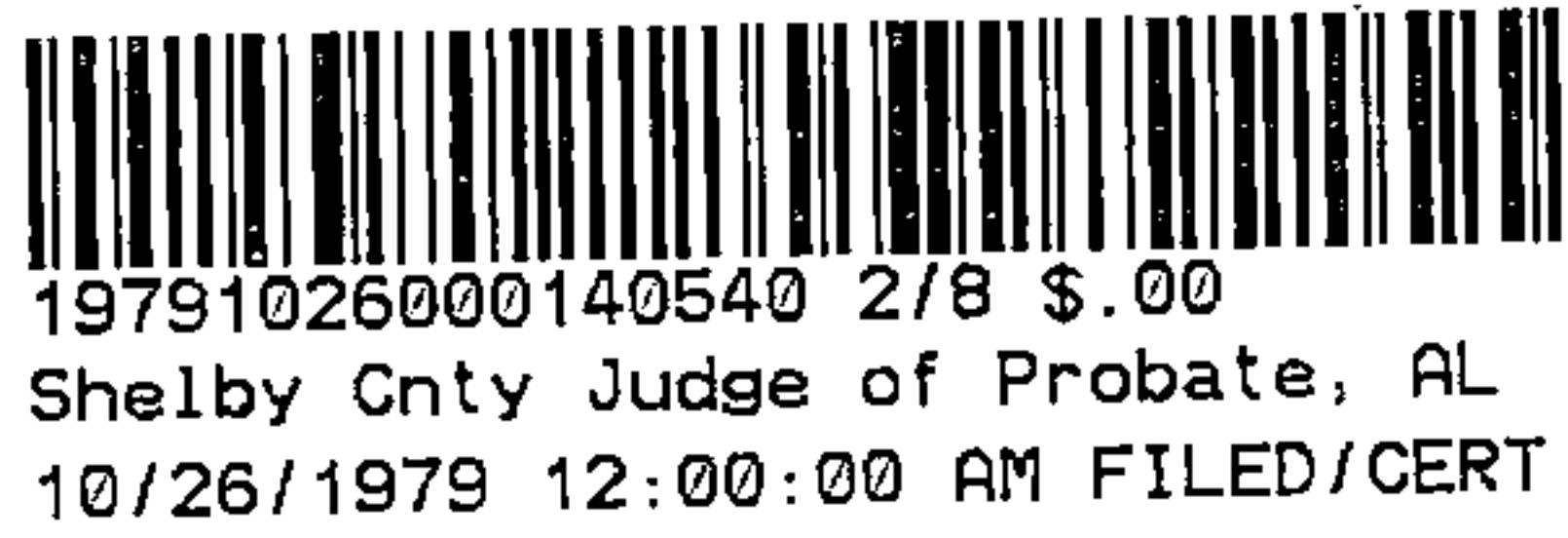
By agreement dated October 28, 1977 between Rhyne, as "Seller", and James H. White, III and Thomas M. Rodgers, Jr., as "Purchasers", Rhyne agreed to convey all of his interest as general partner in Shelby Mart, Ltd. to James H. White, III and Thomas M. Rodgers, Jr. upon the terms therein provided for (the "Agreement").

Pursuant to the terms of the Agreement Shelby Mart, Ltd., as "Landlord", and Rhyne, as "Agent", entered into a Real Estate Commission Agreement dated December 30, 1977 a copy of which is attached hereto as Exhibit A and is hereby incorporated herein by reference (the "Commission Agreement").

Alpha and Rhyne have agreed to exchange mutual releases with respect to all transactions involving Shelby Mart, Ltd., and Rhyne has further agreed to release and satisfy of record all claim of right, title and interest which he may have under the Commission Agreement.

NOW, THEREFORE, in consideration of the premises, and the mutual covenants and agreements herein contained, the

33 PAGE 406  
BOOK  
J. H. White, III  
12/26/79  
Shelby County, Alabama



parties hereto hereby agree as follows:

1. Alpha does hereby release and forever discharge Rhyne, and his executors, heirs and assigns, of and from all actions, causes of action, suits, accounts, contracts, agreements, judgments, claims and demands whatsoever with respect to Shelby Mart, Ltd. This release shall be binding upon Alpha Partnership, Ltd., and its successors and assigns, and James H. White, III, Thomas M. Rodgers, Jr., and their respective heirs, executors and assigns.

2. Rhyne does hereby release and forever discharge Alpha Partnership, Ltd., James H. White, III and Thomas M. Rodgers, Jr., jointly and severally, and their respective successors, executors, heirs and assigns, of and from all actions, causes of action, suits, accounts, contracts, agreements, judgments, claims and demands whatsoever with respect to Shelby Mart, Ltd.

3. Rhyne does hereby waive any and all claim of right, title and interest which he may now have or which he may hereafter have under or by virtue of the Commission Agreement; and does hereby satisfy, release and discharge said Commission Agreement and any claim of liens arising thereunder; and does further release and discharge James H. White, III, Thomas M. Rodgers, Jr. and Alpha Partnership, separately and severally, from any and all obligations which they may now have or which they may hereafter have under or by virtue of the terms of the Commission Agreement.

4. Rhyne agrees that this Mutual Release And Satisfaction may be filed of record in the Probate Offices of Shelby and/or Jefferson County, Alabama, or elsewhere, and that such filing shall constitute a record satisfaction, release and discharge of said Commission Agreement, and any claim of liens arising thereunder, and further agrees to execute and deliver to Alpha upon demand any instrument required to evidence of record that all claims thereunder have been fully satisfied, released

BOOK 33 PAGE 407



and discharged. Rhyne represents and warrants unto Alpha that he is the sole party entitled to any claim of any right, title or interest under or by virtue of the Commission Agreement, and that the same has not been pledged, hypothecated or assigned in any manner whatsoever.

5. This mutual release is understood and agreed to be in compromise and settlement of certain disputed claims, and neither the making of any payment by any party hereby released, nor the acceptance of this release by any party hereto, is to be construed as an admission of liability on the part of any party released hereby, by whom any liability is expressly denied.

IN WITNESS WHEREOF the undersigned have caused these presents to be executed as of the date first above written.

33 PAGE 408  
BOOK

19791026000140540 3/8 \$.00  
Shelby Cnty Judge of Probate, AL  
10/26/1979 12:00:00 AM FILED/CERT

E. Earl Rhyne  
E. Earl Rhyne

James H. White, III  
James H. White, III

Thomas M. Rodgers, Jr.  
Thomas M. Rodgers, Jr.

ALPHA PARTNERSHIP, LTD.

By: James H. White, III  
Its General Partner

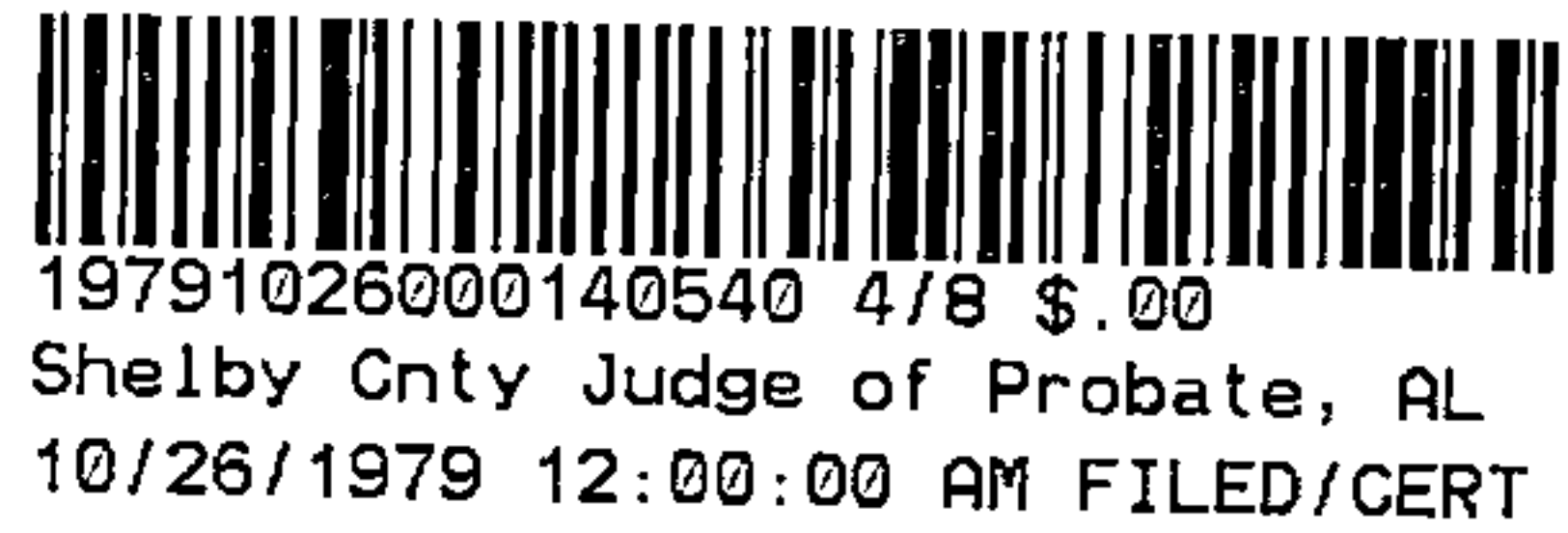
STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that E. Earl Rhyne, 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.

Given under my hand and seal this 23rd day of Oct, 1979.

James K. Jones  
Notary Public



STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James H. White, III, 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.

Given under my hand and seal this 23rd day of Oct, 1979.

James H. White III  
Notary Public

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Thomas M. Rodgers, 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.

Given under my hand and seal this 23rd day of Oct, 1979.

Thomas M. Rodgers, Jr.  
Notary Public

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that JAMES H. WHITE III, whose name as General Partner of Alpha Partnership, Ltd., an Alabama limited partnership, 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 general partner, and with full authority, executed the same voluntarily for and as the act of said limited partnership.

Given under my hand and seal this 23rd day of Oct, 1979.

James H. White III  
Notary Public

BOOK 33 PAGE 409



REAL ESTATE COMMISSION AGREEMENT

THIS AGREEMENT entered into this 30th day of December, 1977, by and between SHELBY MART, LTD., an Alabama limited partnership (the "Landlord") and E. EARL RHYNE (the "Agent").

RECITALS

The Agent has negotiated leases (the "Leases") for Landlord with Winn-Dixie Montgomery, Inc. ("Winn-Dixie") and Eckerd-Alabama, Inc. ("Eckerd") as lessees, such Leases being dated respectively July 21, 1977 and August 10, 1977. The Leases apply to that certain shopping center to be known as Shelby Mart and apply to real estate situated in Shelby County, Alabama, a description of which is attached hereto as Exhibit "A" and made a part hereof. The parties desire to enter into an agreement with respect to the payment of real estate commissions for services rendered by the Agent in negotiating such Leases.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and for services rendered by Agent to Landlord, Landlord and Agent agree as follows:

1. Landlord hereby agrees to pay to Agent, his heirs, administrators, executors or assigns for services rendered in negotiating and affecting such Leases, or any renewals, extensions or re-leasings thereof an amount equal to two (2%) percent of all rental payments made by each of such lessees to Landlord, such payments to be made on or before the tenth day of each month. For purposes of this agreement the term "rental payments" shall be deemed to include all payments of minimum and percentage rent made thereunder but shall not

19791026000140540 5/8 \$.00  
Shelby Cnty Judge of Probate, AL  
10/26/1979 12:00:00 AM FILED/CERT

include payments for common area maintenance, taxes or other payments.

2. As additional consideration for the negotiation of the leases described herein, Landlord agrees to pay to Agent the entire first months' rental payment under each of Leases.

3. This agreement shall be in full force and effect for the full term of the Leases and any extensions or renewals thereof, or any re-leasing to such tenants, their respective successors and assigns. This agreement shall (i) constitute a lien on the property described in Exhibit "A"; and (ii) run with the land; and (iii) inure to and be binding upon the undersigned, their heirs, administrators, executors, successors and assigns; provided, however, that the rights of the Agent under this Agreement shall be subordinate and junior to any construction or premanent mortgage now or hereafter existing on the premises described in Exhibit "A".

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be properly executed on the day and year first above written.

19791026000140540 6/8 \$.00  
Shelby Cnty Judge of Probate, AL  
10/26/1979 12:00:00 AM FILED/CERT

SHELBY MART, LTD., an Alabama  
limited partnership

By: James H. White  
Its General Partner

By: Thamall Rhyne  
Its General Partner

E. Earl Rhyne  
E. Earl Rhyne

BOOK 33 PAGE 411

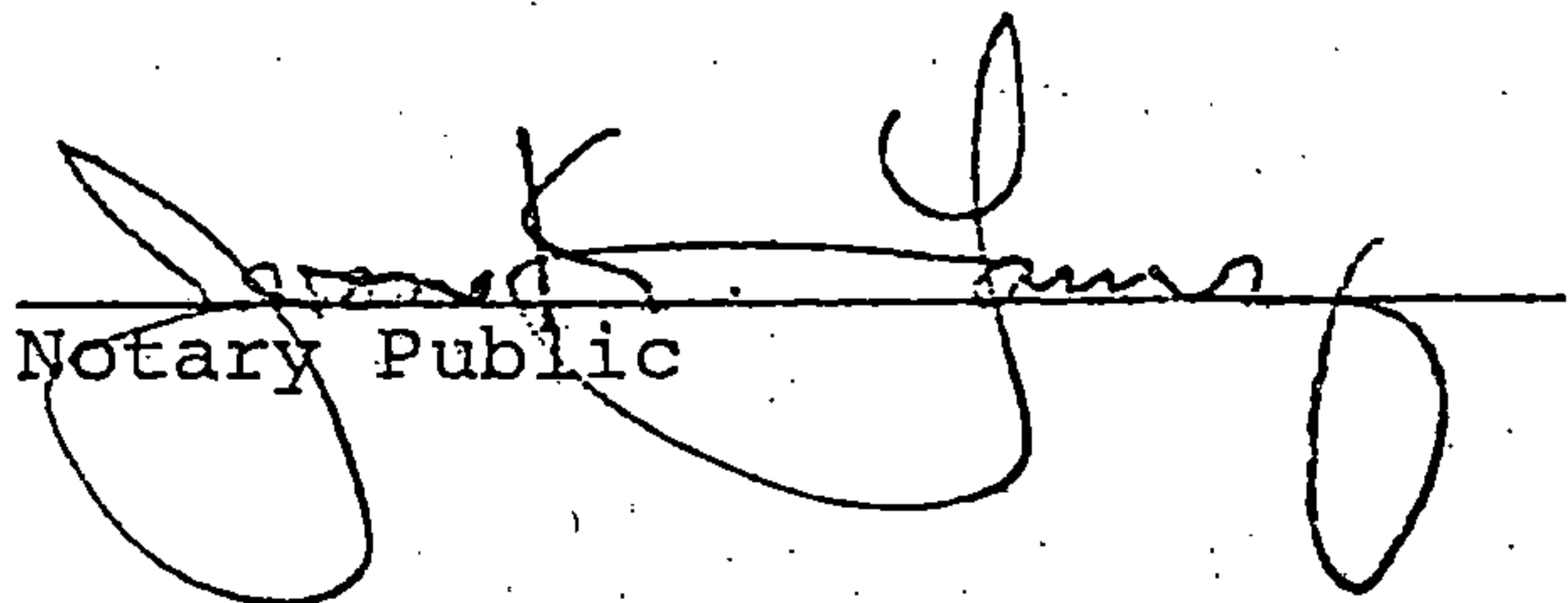


STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James H. White, III, whose name as General Partner of Shelby Mart, Ltd, an Alabama limited partnership, 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 for and as the act of said limited partnership.

Given under my hand and official seal this 29th day of December, 1977.

  
Notary Public

STATE OF ALABAMA )

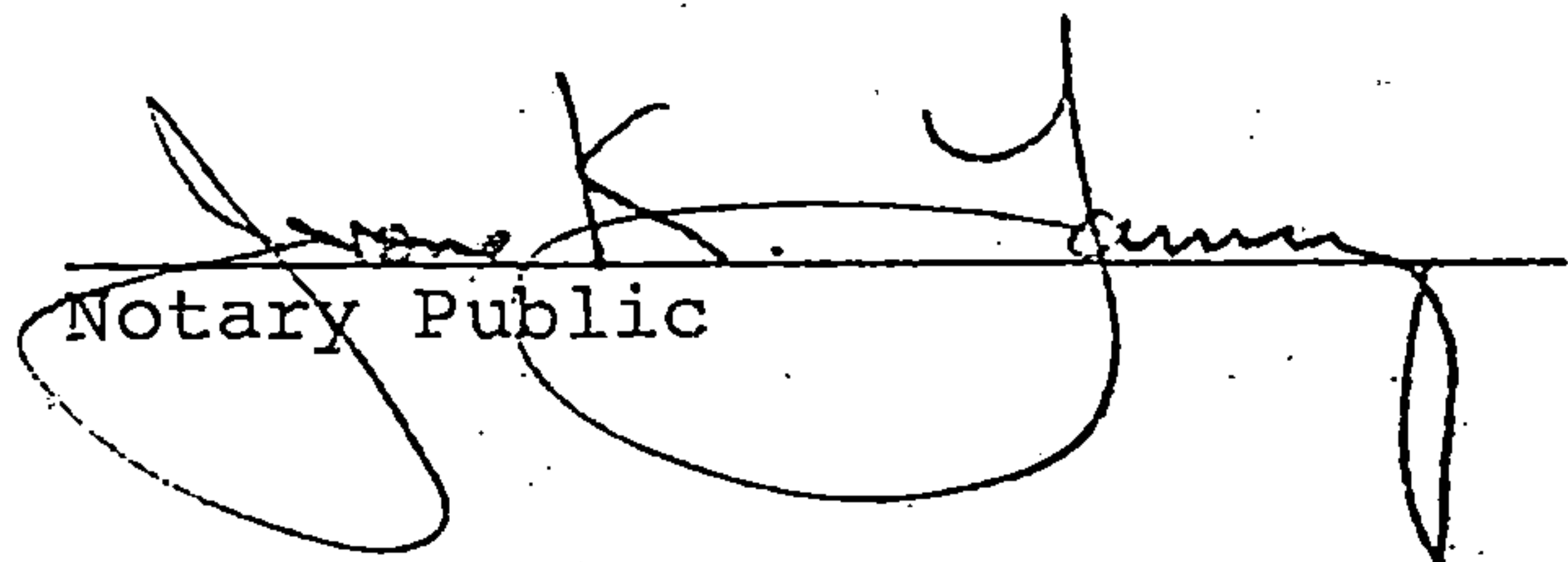
JEFFERSON COUNTY )



19791026000140540 7/8 \$.00  
Shelby Cnty Judge of Probate, AL  
10/26/1979 12:00:00 AM FILED/CERT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Thomas M. Rodgers, Jr., whose name as General Partner of Shelby Mart, Ltd, an Alabama limited partnership, 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 for and as the act of said limited partnership.

Given under my hand and official seal this 29th day of December, 1977.

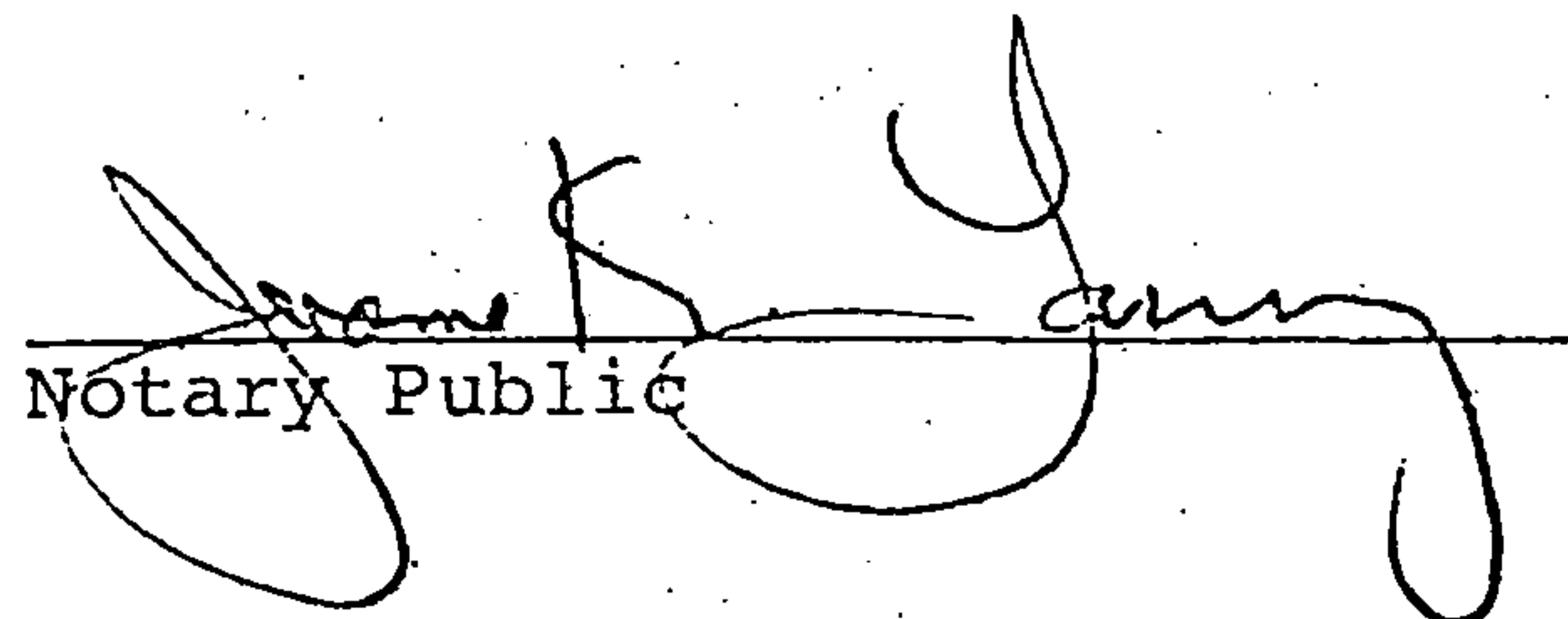
  
Notary Public

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that E. Earl Rhyne, 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 29th day of December, 1977.

  
Notary Public

BOOK 33 PAGE 412



PARCEL I:

Part of the SW 1/4 of NE 1/4 of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama, said part being more particularly described as follows: From the Northwest corner of said SW 1/4 of NE 1/4, run east along the north line thereof for 881.83 feet, more or less, to a point on the west right-of-way of U. S. Highway 31; thence turn an angle to the right of 115 degrees 53 minutes and run southwesterly along said west right-of-way line for a distance of 428.99 feet to the point of beginning; thence continue southwesterly along said right-of-way line for a distance of 423.85 feet; thence turn at an angle to the right of 90 degrees and run westerly for a distance of 459.46 feet to a center line of the Old Montgomery Highway; thence turn at an angle of 86 degrees 7 minutes and run northerly along the center line of the Old Montgomery Highway for a distance of 106 feet; thence turn an angle to the right of 12 degrees 9 minutes and run northerly along center line of old highway, 251.86 feet; thence turn at an angle to the right of 55 degrees 51 minutes and run easterly for a distance of 339.48 feet; thence turn at an angle to the right of 115 degrees 53 minutes and run southerly for a distance of 79.35 feet; thence turn at an angle to the left of 90 degrees 0 minute and run easterly for a distance of 125 feet to the point of beginning.

PARCEL II:

Part of the SW 1/4 of NE 1/4 and part of the SE 1/4 of NW 1/4 of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama, said part being more particularly described as follows: From the Northwest corner of said SW 1/4 of NE 1/4, run east along the north line thereof for 881.83 feet, more or less, to a point on the west line of the right-of-way of U. S. Highway 31; thence turn at an angle to the right of 115 degrees 53 minutes and run southwesterly along said west right-of-way line for a distance of 944.93 feet to a point; thence turn at an angle to the right of 65 degrees 01 minute and run westerly for a distance of 137.90 feet to the point of beginning; thence continue along the same course for 346.76 feet to center of the Old Montgomery Highway; thence turn at an angle to the right of 111 degrees 06 minutes and run northeasterly along the center of the old highway for a distance of 297.48 feet; thence turn at an angle to the right of 93 degrees 53 minutes and run easterly 334.46 feet; thence turn at an angle to the right of 90 degrees 00 minutes and run southwesterly for a distance of 150.33 feet to the point of beginning.



19791026000140540 8/8 \$.00  
Shelby Cnty Judge of Probate, AL  
10/26/1979 12:00:00 AM FILED/CERT

STATE OF ALABAMA  
JUDGE OF PROBATE

*Rec. 1200*  
*Sub. 100*  
*1300*

OCT 26 AM 8:40

*[Signature]*  
JUDGE OF PROBATE

EXHIBIT "A"

BOOK 33 PAGE 413