

LEASE TERMINATION AGREEMENT

THIS LEASE TERMINATION AGREEMENT is made and entered into as of the 14th day of October, 1992 by and between DANIEL/FIDELITY MEADOW BROOK CORPORATE PARK GENERAL PARTNERSHIP, an Alabama general partnership ("Lessor"), and RUST INTERNATIONAL CORPORATION, a Delaware corporation ("Lessee").

R E C I T A L S:

Daniel Meadow Brook One Limited Partnership, a Virginia limited partnership formerly known as Daniel Meadow Brook One, Ltd. ("DMBOne"), and Lessee have heretofore entered into (i) Building No. 1 Office Space Lease dated as of April 15, 1986, which has been amended by Letter Agreement from J.J. Goody to T. Charles Tickle dated November 7, 1986 and by Amendment of Lease dated as of November 7, 1986 (the "Building 100 Lease") and (ii) Building No. 2 Office Space Lease dated as of April 15, 1986, as amended by Amendment of Lease Agreement dated as of November 7, 1986 and as further amended by Second Amendment of Lease Agreement dated as of July 31, 1987 (the "Building 500 Lease").

DMBOne has heretofore transferred and assigned to Lessor all of its right, title and interest in the Building 100 Lease and the Building 500 Lease (collectively, the "Leases").

Contemporaneously herewith, Lessor has transferred, sold and conveyed to Lessee the real property and all improvements thereto which constitute the "Building" and "Real Property" under both of the Leases. As part of the purchase and sale transaction, Lessor and Lessee desire to terminate the Leases.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee do hereby agree as follows:

1. Termination of Leases. Lessor and Lessee acknowledge and agree that, as of the date hereof, the Leases are hereby terminated, cancelled, deem null and void and shall be of no further force or effect.

2. Release.

(a) Lessor, for itself and its successors and assigns, does hereby irrevocably and unconditionally waive, release and forever discharge Lessee, its agents, employees, shareholders, officers, and directors and their

respective heirs, executors, personal representatives, administrators, successors and assigns (collectively, the "Lessee Parties"), jointly and severally, of and from any and all actions, causes of action, claims, demands, damages, costs, expenses and liabilities, known or unknown, which Lessor may now have or hereafter acquire against any of the Lessee Parties for, on account of or as a result of any matter or thing whatsoever occurring or failing to occur at any time up to and including the date hereof which in any way relates to the Leases or the obligations or liabilities of any of the Lessee Parties thereunder; provided, however, that the foregoing release shall not be applicable to any of the matters of proration described in Section 6 of that certain Contract for Sale and Purchase of Real Estate (Buildings 100 and 500) dated as of the date hereof between Lessor and Lessee.

(b) Lessee, for itself and its successors and assigns, does hereby irrevocably and unconditionally waive, release and forever discharge Lessor, its agents, employees, partners, shareholders, officers and directors and each of their respective heirs, executors, personal representatives, administrators, successors and assigns (collectively, the "Lessor Parties"), jointly and severally, of and from any and all actions, causes of action, claims, demands, damages, costs, expenses and liabilities, known or unknown, which Lessee may now have or hereafter acquire against any of the Lessor Parties for, on account of or as a result of any matter or thing whatsoever occurring or failing to occur at any time up to and including the date hereof which in any ways relates to the Leases or the obligations or liabilities of any of the Lessor Parties thereunder; provided, however, that the foregoing release shall not be applicable to any of the matters of proration described in Section 6 of that certain Contract for Sale and Purchase of Real Estate (Buildings 100 and 500) dated as of the date hereof between Lessor and Lessee.


IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Termination Agreement to be executed as of the day and year first above written.

**DANIEL/FIDELITY MEADOW BROOK
CORPORATE PARK GENERAL PARTNERSHIP,**
an Alabama general partnership

By: Daniel Meadow Brook Associates,
an Alabama general partnership,
Its General Partner


By: Daniel Meadow Brook One
Limited Partnership, a
Virginia limited partnership
formerly known as Daniel
Meadow Brook One, Ltd.,
Its Managing Partner

By: Daniel Realty Investment
Corporation - Meadow Brook
One, a Virginia corporation,
Its General Partner


By: 
Its: President

**FIDELITY MEADOW BROOK ASSOCIATES LIMITED
PARTNERSHIP,** a Maryland limited
partnership, Its General Partner

By: Fidelity J.V. Holding Company
Number Two, Inc., a Maryland
corporation, Its General Partner

By: 
Its: Vice President

RUST INTERNATIONAL CORPORATION,
a Delaware corporation

By: 
Its: VP - CFO

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that T. Charles Tickle whose name as President of DANIEL REALTY INVESTMENT CORPORATION - MEADOW BROOK ONE, a Virginia corporation, as General Partner of DANIEL MEADOW BROOK ONE LIMITED PARTNERSHIP, a Virginia limited partnership formerly known as Daniel Meadow Brook One, Ltd., as Managing Partner of DANIEL MEADOW BROOK ASSOCIATES, an Alabama general partnership, which serves as Managing General Partner for DANIEL/FIDELITY MEADOW BROOK CORPORATE PARK GENERAL PARTNERSHIP, an Alabama general 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 officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of such corporation in its capacity as aforesaid.

Given under my hand and official seal, this the 14th day of October, 1992.

Sheila D. Ellis

Notary Public

My Commission Expires: 2/26/94

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jon Savage, whose name as Vice President of FIDELITY J.V. HOLDING COMPANY NUMBER TWO, INC., a Maryland corporation, as General Partner of FIDELITY MEADOW BROOK ASSOCIATES LIMITED PARTNERSHIP, a Maryland 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 the foregoing instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation acting in its capacity as General Partner as aforesaid.

Given under my hand and seal this the 14th day of October, 1992.

Edna Carroll

Notary Public

My commission expires: 5/16/94

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Richard J. Hendricks whose name as Vice President of RUST INTERNATIONAL CORPORATION, a Delaware corporation, 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 foregoing 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 seal this the 14th day of October, 1992.

Edna Carroll

Notary Public

My commission expires: 5/16/94

Inst # 1992-23782

10/16/1992-23782
04:43 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

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