

RELEASE AND TERMINATION AGREEMENT among **THE SHELBY COUNTY PUBLIC BUILDING AUTHORITY**, a public corporation and instrumentality under the laws of the State of Alabama (herein called the "Authority"), and **SHELBY COUNTY, ALABAMA**, a political subdivision of the State of Alabama (herein called the "County"), and **AMSOUTH BANK N.A.** (herein, acting in its capacity as trustee under the Indenture hereinafter referred to, called the "Trustee"),

RECITALS

The Authority and the County have heretofore entered into a Lease Agreement dated as of September 1, 1990 (herein called the "Lease"), pursuant to which the Authority leased the Project as therein defined (herein called the "Project") to the County at and for rentals sufficient to provide for the payment of the principal of and the interest and premium (if any) on the Authority's Revenue Warrants (Shelby County Courthouse Project), Series 1990, initially issued in the principal amount of \$4,800,000 (herein called the "Courthouse Warrants"). The Lease was filed for record in the office of the Judge of Probate of Shelby County, Alabama, and is there recorded in Book 311, at page 875 et seq.

The Courthouse Warrants were issued under and are secured by a Mortgage and Trust Indenture dated as of September 1, 1990 (herein called the "Indenture"), between the Authority and the Trustee. In the Indenture the Authority assigned its rights under the Lease to the Trustee. The Indenture was filed for record in the office of the Judge of Probate of Shelby County, Alabama and is there recorded in Book 311, at page 805 et seq.

Simultaneously with the execution and delivery hereof, the Authority and the County are making provision for the redemption of the Courthouse Warrants in accordance with the provisions of the Indenture. Simultaneously with the payment of the Courthouse Warrants, the Trustee is executing and delivering a satisfaction of the Indenture.

It will be necessary, therefore, for the Authority, the County and the Trustee to release and relinquish their respective rights under the Lease and to terminate the same, and they are entering into this Release and Termination Agreement to accomplish such purpose.

NOW, THEREFORE, in consideration of the premises and the mutual acknowledgments, agreements and releases herein contained, the parties hereto do hereby agree as follows:

Section 1. The Authority and the Trustee hereby acknowledge full performance by the County of all obligations contained in the Lease, including, but not limited to, the obligation to pay all rentals due thereunder.

Section 2. Pursuant to the provisions of Section 9.2 of the Lease, upon payment in full of the Courthouse Warrants within the meaning of Section 16.1 of the Indenture, the County releases, remises and relinquishes to the Authority all right to possess and use the Project which it may have under the Lease and all other rights therein contained with respect to the Project.

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Section 3. All provisions of the Lease other than those provisions that are therein expressly provided to survive such termination, are hereby terminated and cancelled as of the date on which this agreement is delivered on behalf of the parties hereto.

IN WITNESS WHEREOF, the Authority, the County and the Trustee have caused this Release and Termination Agreement to be executed in their respective corporate names, have caused their respective corporate seals to be hereunto affixed and have caused this Release and Termination Agreement to be attested, all by their duly authorized officers, all in eight (8) counterparts, each of which shall be deemed an original, and the parties hereto have caused this Release and Termination Agreement to be dated June 1, 1994.

~~THE SHELBY COUNTY PUBLIC
BUILDING AUTHORITY~~

By

Its President

ATTEST:

Mypa B. DeMarco
Its Secretary

[SEAL]

SHELBY COUNTY, ALABAMA

By

George Bailey
Chairman of the County
Commission

ATTEST:

Mypa B. DeMarco
Clerk of the County
Commission

[SEAL]

AMSOUTH BANK N.A.
As Trustee as aforesaid

By Renee Regan
Its CORPORATE TRUST OFFICER

ATTEST:

[Signature]
ASSISTANT VICE PRESIDENT
Its AND CORPORATE TRUST OFFICER

[SEAL]

STATE OF ALABAMA)
 :
SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that COURTNEY H. MASON, JR., whose name as President of THE SHELBY COUNTY PUBLIC BUILDING AUTHORITY, a public corporation and instrumentality 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 such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

GIVEN under my hand and seal, this 31st day of May, 1994.

[NOTARIAL SEAL]

E. Allen Ray
Notary Public

My Commission Expires: 9/8/97

STATE OF ALABAMA)
 :
SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that GEORGE DAILEY, whose name as Chairman of the County Commission of SHELBY COUNTY, ALABAMA, a political subdivision 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 such instrument, he, as such official and with full authority, executed the same voluntarily for and as the act of said County Commission on the day the same bears date.

GIVEN under my hand and seal, this 31st day of May, 1994.

[NOTARIAL SEAL]

E. Allen Ray
Notary Public

My Commission Expires: 9/8/97

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that RENEE RAGLAND, whose name as CORPORATE TRUST OFFICER of AMSOUTH BANK N.A., a national banking association, acting in its capacity as Trustee, 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 such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said banking association on the day the same bears date.

GIVEN under my hand and seal, this 15th day of June, 1994.

[NOTARIAL SEAL]

Julie C. Armstrong
Notary Public

My Commission Expires: 2-16-97

This instrument was prepared by:

E. Alston Ray
Haskell Slaughter Young & Johnston,
Professional Association
1200 AmSouth/Harbert Plaza
1901 Sixth Avenue North
Birmingham, Alabama 35203

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