

RELEASE OF PROPERTY RIGHTS

THIS RELEASE was executed as of October 20, 1997 by MEDPLEX, TWO, INC., an Alabama corporation ("Medplex") for the benefit of SOUTHLAKE PROPERTIES, an Alabama general partnership ("Southlake") and MCWORTHER PROPERTIES-HOOVER, L.L.C., an Alabama limited liability company (the "Developer").

R E C I T A L S:

A. Medplex is the owner of Lot 2A, Map Book 15, Page 120 (the "Property") within the Southlake planned unit development (the "PUD") developed by Southlake in the City of Hoover, Shelby County, Alabama

B. Medplex has developed a professional office building on the property in conjunction with an outpatient surgery center and a second professional office building which are located on two additional lots which adjoin the Property (those two additional lots, the Property and the existing improvements thereon are referred to herein as the "Medplex Campus").

C. Medplex participated in the development of the Medplex Campus, based on the master plan for the PUD which contemplated additional offices and similar uses on land within the PUD to the west of the Medplex Campus (the "Development Site") which is owned by Southlake.

D. Southlake proposes to sell the Development Site to Developer, and Developer proposes to construct a Lowe's retail facility (the "Project") on the Development Site.

NOW, THEREFORE, in consideration of the premises recited above, and for good and valuable consideration to be paid to Medplex under the terms of that certain Escrow Agreement of even date herewith (the "Escrow Agreement") between Medplex, Southlake, Developer, Cahaba Title, Inc., and others, Medplex does hereby acknowledge and agree as follows:

1. In consideration of the sums to be paid to Medplex under the terms of the Escrow Agreement, Medplex does hereby convey and surrender to Southlake and Developer all of its property rights under the PUD, the PUD master plan, applicable restrictive covenants, common law, or otherwise, to oppose, prevent or delay the Development.

2. Such release and conveyance shall be applicable only to the Development as described in and constructed in accordance with certain plans referred to in that certain Declaration of Covenants,

1

12/11/1997-40257
08:25 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 KCD 11.00

Inst # 1997-40257

CAHABA TITLE

6

Conditions and Restrictions filed of record in Book _____, Page _____ in the Probate Records of Shelby County, Alabama, and shall not apply to any changes to such plans which are material and adverse to Medplex or to the Medplex Campus.

IN WITNESS WHEREOF, Medplex has caused this instrument to be executed and delivered as of the date first shown above.

MEDPLEX TWO, INC., an Alabama corporation

By: C. Steven Daughtry
C. Steven Daughtry
Its: President

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that C. Steven Daughtry, whose name as President of Medplex Two, Inc., an Alabama 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 said instrument, he/she 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 official seal this the 20th day of October, 1997.

Reta Prater
Notary Public

My Commission Expires

MY COMMISSION EXPIRES MARCH 3, 1999

Inst # 1997-40257

12/11/1997-40257
08:25 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 11.00