

STATE OF ALABAMA)
COUNTY OF SHELBY)

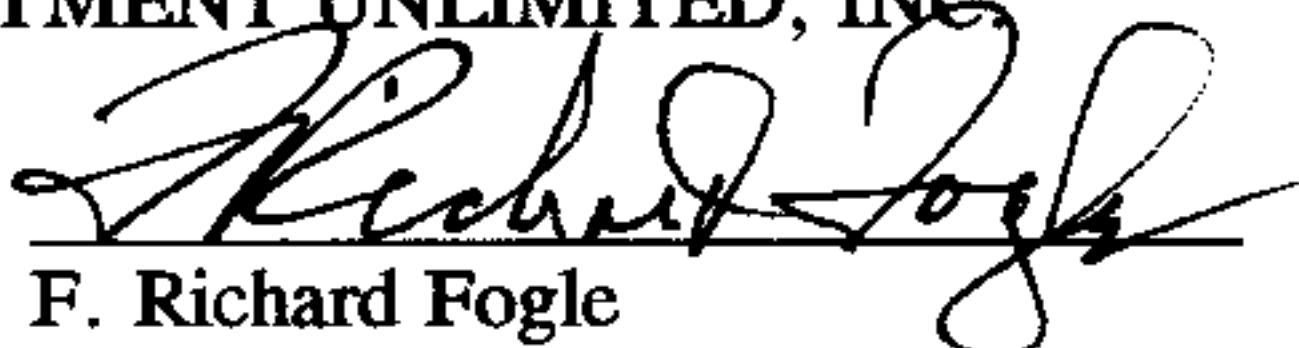
PARTIAL RELEASE

FOR AND IN CONSIDERATION of Ten and No/100 Dollars (\$10.00), the undersigned Enjoyment Unlimited, Inc., an Alabama corporation ("Grantor"), lessee under that certain lease from Enjoyment Unlimited, Inc. to Jerry Busby dated June 8, 1988 (the "Lease"), does hereby release, remise and quitclaim to Jerry Busby the property described on the attached Exhibit "A" (the "Property"). The purpose of the Grantor herein, and of this Instrument, is to sever the Property from the Lease without in any way affecting or disturbing the property remaining under the Lease.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this the 5th day of Oct., 1998.

ENJOYMENT UNLIMITED, INC.

By:

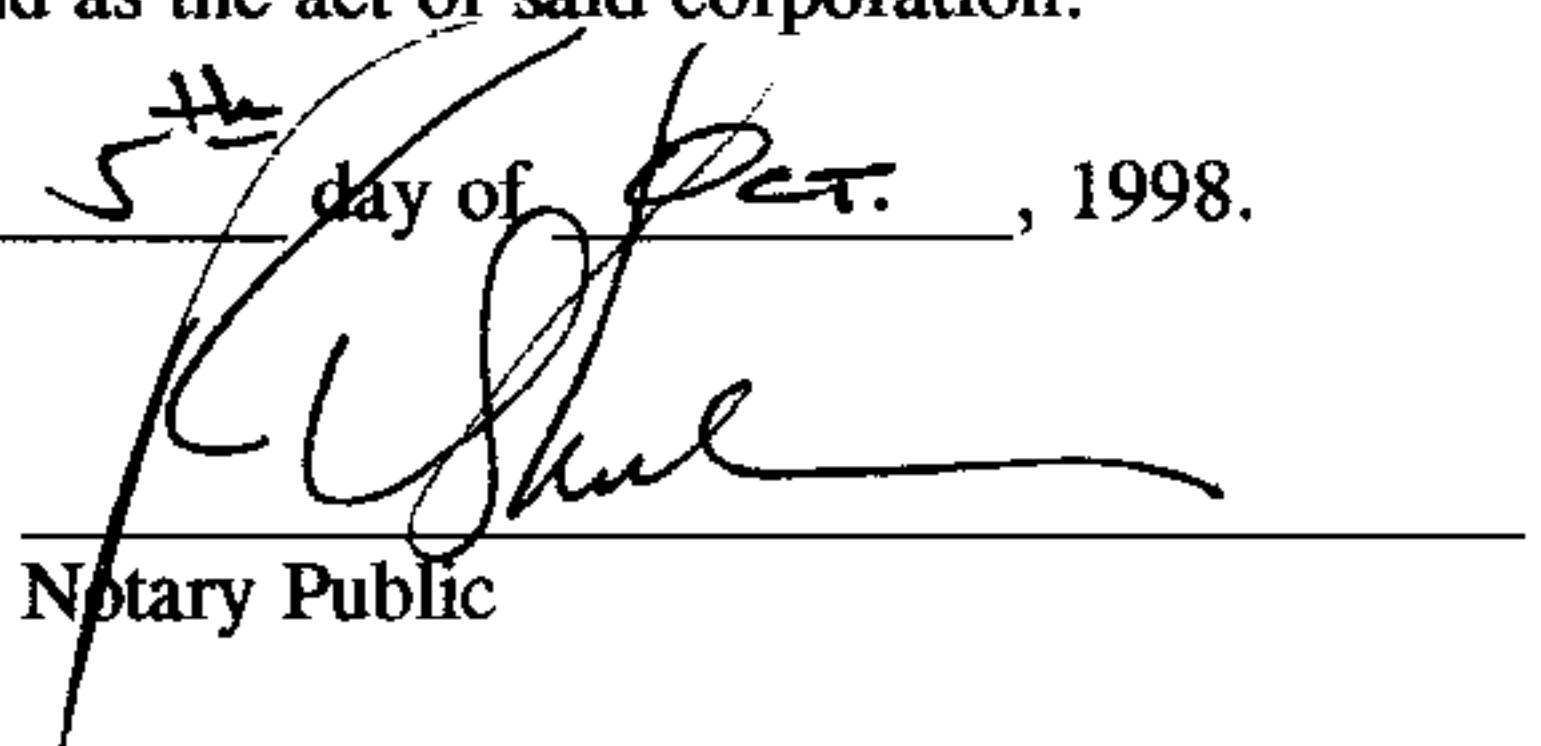


F. Richard Fogle
As its President

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that F. Richard Fogle, whose name as President of Enjoyment Unlimited, 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 the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

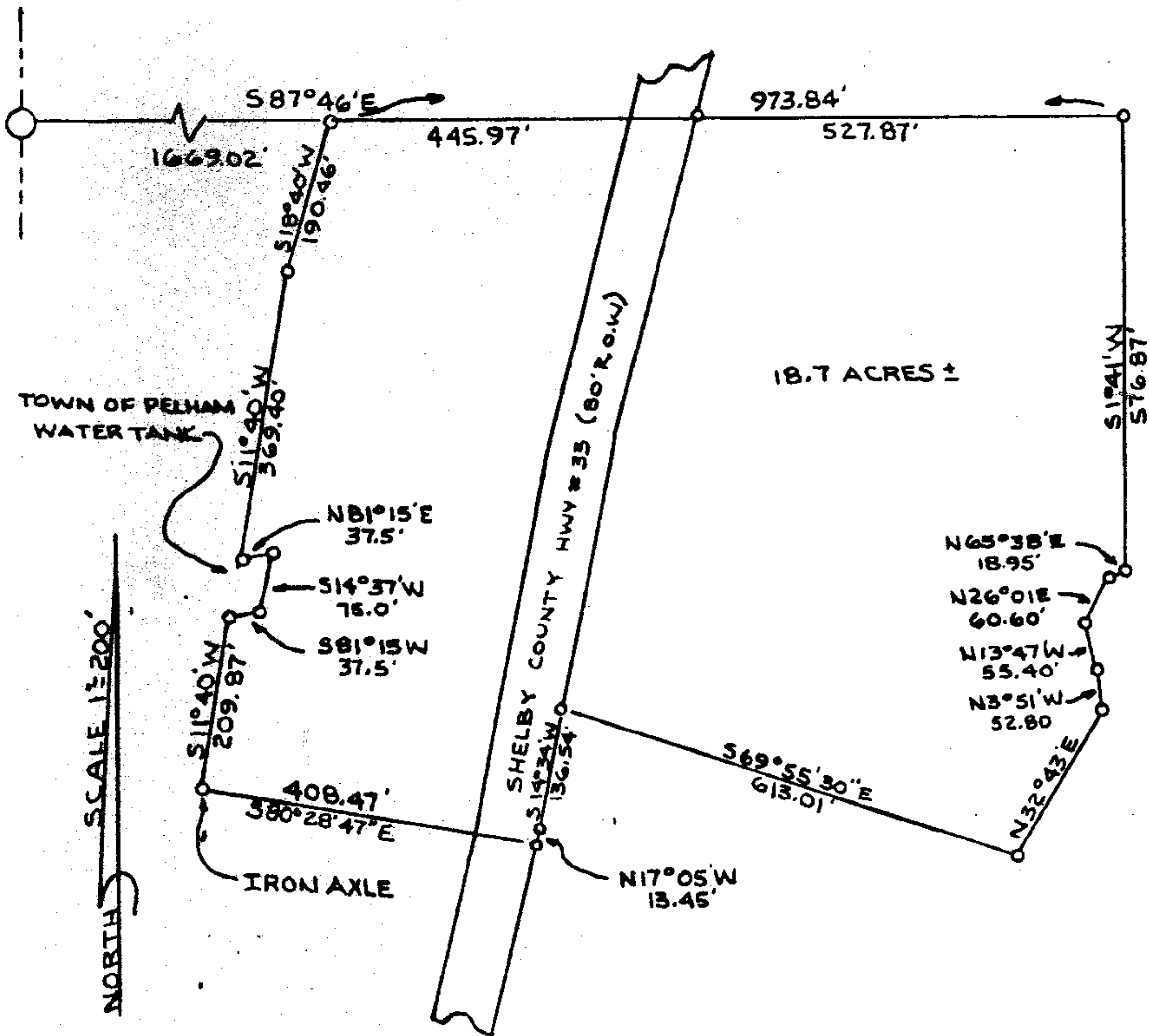
Given under my hand and official seal this 5th day of Oct., 1998.


Notary Public

My commission expires: 6-20-00

Inst # 1999-38856

09/16/1999-38856
04:15 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 NMS 18.50



All of the property lying west of County Road 33, located in the NW 1/4 of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama

AGREEMENT

Agreement, made as of July 1, 1998, by and between F. Richard Fogle, hereinafter referred to as "Fogle", and Jerry Busby, hereinafter referred to as "Busby",

WITNESSETH:

Whereas, the parties hereto are the only two owners of all of the shares of stock in that corporation named Enjoyment Unlimited, Inc.; Fogle holding 51% of the outstanding shares of stock of said corporation and Busby holding 49% of the outstanding stock of said corporation, with the major asset of said corporation being the Birmingham South KOA; and,

Whereas, differences in opinions, goals and business have caused the parties to become alienated towards one another to the extent that the parties can no longer continue their business relationship; and,

Whereas, the parties hereto have agreed to settle their differences as hereinafter stated:

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. Busby agrees to convey all of his stock in that corporation known as Enjoyment Unlimited, Inc. to Fogle, it being the intention of the parties that hereinafter all of the issued shares of stock in that corporation known as Enjoyment Unlimited, Inc. shall be owned solely by Fogle.

2. Fogle shall cause the corporation to release all of that property described in the lease dated June 8, 1988, which lies west of County Road 33, Shelby County, Alabama, it being the intention of the parties for the corporation to release from the abovesaid lease any and all property lying west of said Shelby County Road 33. Busby surrenders and/or satisfies any and all claims that he now has against the corporation, Enjoyment Unlimited, Inc., Fogle and/or Anna Carol Fogle, it being the intention of the parties to terminate any and all litigation that either party has against the other or the named persons or entities for any claims having to do with the business relationship between the parties.

3. (A) Fogle hereby guarantees payment of the existing SBA loan under the same terms and conditions of said existing loan. The parties acknowledge that the terms of the SBA loan (including balloon payment due in 1999) may require the owner of the property to execute additional documents to continue the present terms and conditions and the parties hereto agree that the parties and their families, heirs and assigns shall cooperate with each other and with the SBA in executing whatever documents are required.

Exhibit A

(B) Fogle hereby guarantees that the debt secured by the property under the Lease to Enjoyment Limited, Inc. (the "Corporation") will be paid in accordance with the note now evidencing that debt, and, in the event the debt is refinanced, in accordance with the terms of any future note and loan agreement. This guaranty will be secured by all of the stock in the Corporation. Moreover, the Corporation will covenant with Busby and Marquerite C. Busby not to convey the stock or any interest in the Lease so long as the SBA loan is outstanding.

(C) The Lease shall be modified so as (i) to make it void if the SBA loan is declared in default or if notice of foreclosure is given under that certain mortgage from Marquerite C. Busby and Don Busby to National Bank of Commerce of Birmingham, recorded in Book 229, at Page 804, in the Office of the Judge of Probate of Shelby County, Alabama, and (ii) to provide the Lessor with the right to inspect semi-annually the leasehold premises at a reasonable time during business hours after giving seven (7) days' written notice to the Lessee.

4. Paragraph 3 of that lease dated June 8, 1988 (the "Lease"), shall be amended to provide for monthly payments instead of yearly payments as follows:

- A. Commencing July 1, 1998, and continuing monthly through June 30, 2028, Fogle shall pay to Busby for rent of the leasehold premises the sum of \$2,500.00 per month, payable on the first day of each month.
- B. Commencing July 1, 2028, and every ten years thereafter, the monthly rental figure shall be re-calculated (using the tax year 2018 as the base year) and shall be increased by the percentage of increase in the Shelby County tax appraisal value, or the gross dollar income of the business, whichever is less. The percentage increase shall apply during the entire ten-year period for which it is calculated with the re-calculation year becoming the new base year for the subsequent re-calculation, i.e., the evaluation for the tax year of 2028 shall become the base year for the re-calculation to be done July 1, 2038. This process shall continue until the expiration of the leasehold term, May 31, 2087.
- C. All other terms of said lease shall remain in full force and effect unless clearly modified herein and the parties acknowledge that the lease is not presently in default.

5. Fogle shall pay to Busby the sum of Twenty Thousand and No/100 Dollars (\$20,000.00) cash upon the execution of this Agreement.

6. In the event that Fogle receives a bonafide offer to purchase the Birmingham South KOA (the "Offer"), and in the event Fogle wishes to accept the Offer, then Fogle shall offer to Busby the right to purchase the Birmingham South KOA upon the same terms and conditions. Fogle shall provide a copy of the Offer to Busby and allow Busby thirty (30) days in which to purchase the Birmingham South KOA property under the same terms and conditions, provided that Busby put up the same amount of earnest money

as is put up under the Offer, and under the condition that Busby close the purchase within ninety (90) days following the end of the thirty-day period, or else forfeit the earnest money. All contracts to sell, including a contract to Busby, are and will be subject to KOA approval.

7. The parties agree to execute whatever documents are necessary to effectuate the terms of the above agreement and to effectively terminate any and all litigation between the parties and to terminate their current business with each other.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 7th day of August, 1998.



Witness



Witness

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F. Richard Fogle



Jerry Busby

Inst # 1999-38856

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SHELBY COUNTY JUDGE OF PROBATE
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