

STATE OF ALABAMA
COUNTY OF JEFFERSON

2 0 0 3 1 6 / 3 9 1 5

LIEN WAIVER WITH RELEASE
VENDOR AND CONTRACTOR
(FINAL)

PERSONALLY appeared before me, the undersigned authority in and for said county and state, the undersigned vendor and/or contractor, who after being first duly sworn states on oath:

That he/she is the owner, representative and/or officer of Durante in connection with improvements, supplies and/or services on the real property situated in the appropriate county in the state of Alabama known as:

SEE ATTACHED EXHIBIT "A" WHICH REPRESENTS
ALL OR A PORTION OF ALL PROPERTIES
OWNED BY STIRLING GROUP, INC.
AND/OR ITS AFFILIATES



20040303000108510 Pg 1/6 26.00
Shelby Cnty Judge of Probate, AL
03/03/2004 09:11:00 FILED/CERTIFIED

The real property attached and this Release is to release any and all claims of any nature including a lien release by the undersigned against all properties of Stirling Group, Inc. or any of its derivatives.

This release is to be construed as a lien waiver and satisfaction by compromise of all claims of any nature owed to the undersigned by Stirling Group, Inc., Jeff Gilmer, Renee Davis, Reid Jones, Stirling Group, Inc. and Reid Jones, a Joint Venture.

The undersigned owner or representative states that he/she has complete authority to execute this release and lien waiver and to release each of the above named parties from any and all claims of any nature.

The undersigned herein states that this compromised settlement shall satisfy in full all amounts owed due for work, services and/or supplies and materials furnished to the properties described on attached Exhibit "A" as well as any and other properties owned by Stirling Group, Inc. and/or Stirling Group, Inc. and Reid Jones, a Joint Venture. Therefore, the undersigned waives, releases and surrenders any and all lien or claim or rights of lien by the acceptance of sums tendered on today's date which said sum shall satisfy all materials, services, labor and/or products furnished to the attached properties and any other properties owned by the companies or individuals referred to above. The undersigned herein agrees and acknowledges that this agreement is entered into to induce the payment of sums tendered on today's date as satisfaction of any and all claims and rights of lien which include unfilled mechanics or materialmen's liens, and in consideration thereof, and as an inducement therefore, the undersigned does hereby agree to accept the sums tendered as satisfaction in full of all claims of any nature, including lien rights for any sums owed by the companies and individuals referred to herein and therefore releases the said companies and individuals, their agents, principals, and employees from any and all claims of any nature. This agreement is also to induce title companies to insure the titles to the said properties as described on attached Exhibit "A" and any and all other properties as described herein in regard to any unpaid bills, materialmen's liens or any and other enforcement rights which are herein waived by the undersigned.

Further, the parties agreed to be bound by the Confidentiality Agreement attached hereto as Exhibit B.

Dated this 5th day of October, 2003.

[Signature]
Contractor/Vendor

SWORN TO AND SUBSCRIBED before me, by the Contractor, Vendor, Purchaser or company whose signature appears above, this the ____ day of October, 2003.

[Signature]
Notary Public

My Commission Expires: 11-19-03

-Massey, Stotter

ALL JOBS LAST 6 MONTHS

Advent Circle	10
Carrington Lakes	52
Carrington Lakes	38
Carrington Lakes	34
Carrington Lakes	46
Carrington Lakes	24
Carrington Lakes	71
Carrington Lakes Crest	100
Carrington Lakes Crest	87
Carrington Lakes Crest	85
Carrington Lakes Crest	103
Carrington Lakes Crest	96
Carrington Lakes Crest	83
Crown Ridge	3
Meadowbrook	20
Meadowbrook	29
Meadowbrook	22
Meadowbrook	27
Meadowbrook	30
Meadowbrook	23
Meadowbrook	14
Meadowbrook	16
Meadowbrook	18
Meadowbrook	19
Meadowbrook	10
Meadowbrook	11
Meadowbrook	12
Meadowbrook	13
Meadowbrook	15
Meadowbrook	17
Meadowbrook	24
Meadowbrook	25
Meadowbrook	26
Steeplechase	15
Steeplechase	13-5
Steeplechase	13
Steeplechase	14
Steeplechase	24

EXHIBIT "A"-2

Lot 5 Carrington Lakes Sector One, Phase One, Map Book 200, Page 98

Lot 28 Survey of Meadowbrook Townhomes, Phase Three, Map Book 28, Page 135 - Shelby County

Lot 20 Steeplechase Fifth Sector, Map Book 196, Page 49

Lot 1 Carrington Lakes, Sector One, Phase One, Map Book 200, Page 98

Lot 32 Meadowbrook Townhomes, Phase Three, Map Book 28, Page 135 - Shelby County

Lot 25 Steeplechase, Fifth Sector, Map Book 196, Page 49

Lot 21 Meadowbrook Townhomes, Phase Three, Map Book 28, Page 135, Shelby County

Lots 87, 96, 100 and 103 Final Plat Carrington Lakes, Sector Two, Phase One, Map Book 208, Pages 43, 43-A and 43-B

Lot 29 Meadowbrook Townhomes, Phase Three, Map Book 28, Page 135 - Shelby County

Lot 52 Carrington Lakes, Sector One, Phase Two, Map Book 206, Page 9 - St. Clair County

Lot 24 Carrington Lakes, Sector One, Phase One, Map Book 200, Page 98 - Jefferson County

Lot 71 Carrington Lakes, Sector Two, Phase One, Map Book 208, Pages 43 a, b and c - St. Clair County

Lot 26 Meadowbrook Townhomes, Phase Three, Map Book 28, Page 135 - Shelby County

Lot 46 Carrington Lakes, Sector One, Phase Two, Map Book 2002, Page 5 - St. Clair County

Lot 22 Meadowbrook Townhomes, Phase Three, Map Book 28, Page 135 - Shelby County

Lot 100 Carrington Lakes, Sector Two, Phase One, Map Book 208, Pages 43, 43-A and 43-B - Jefferson County

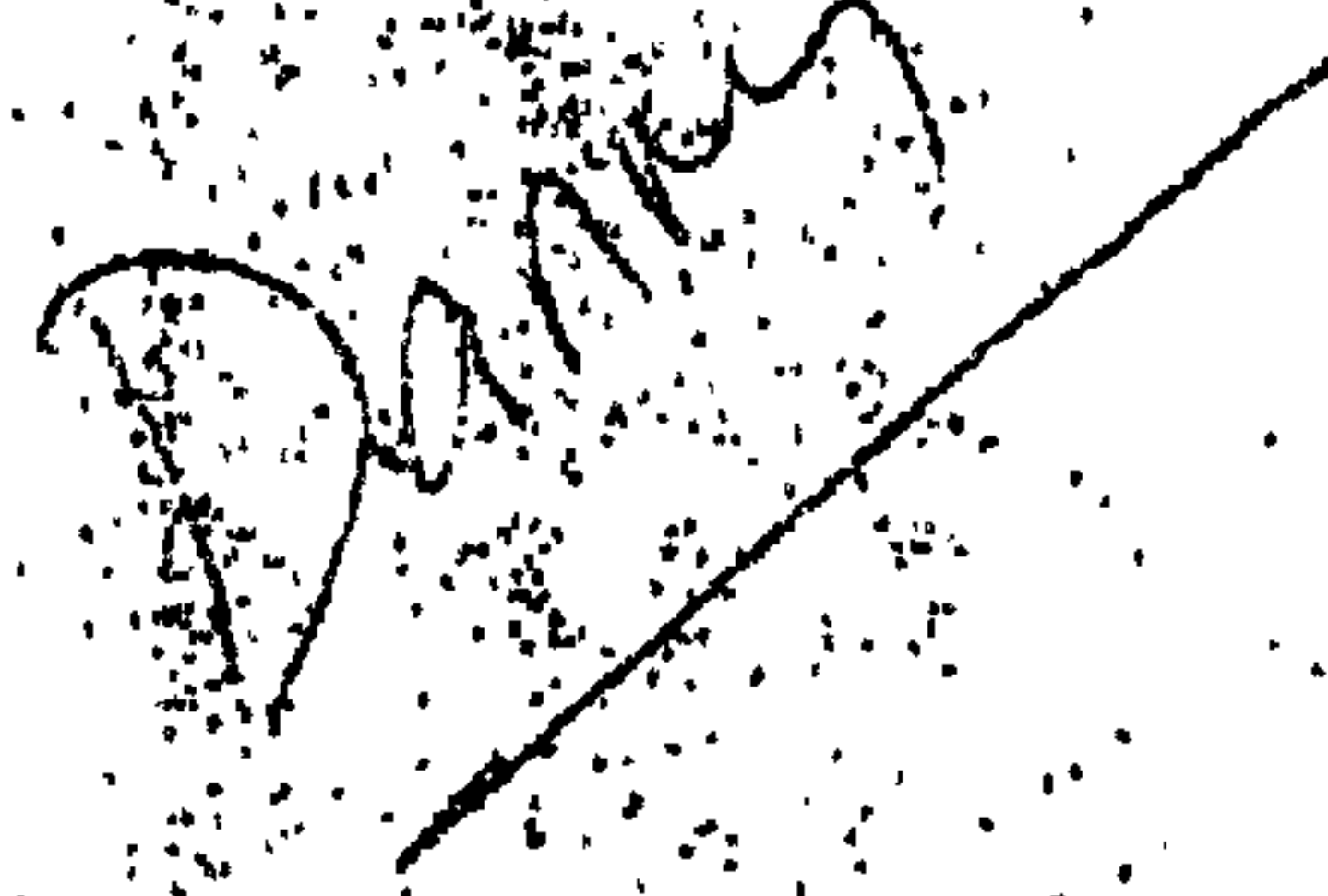
Lot 27 Meadowbrook Townhomes, Phase Three, Map Book 28, Page 135 - Shelby County

Lot 87 Carrington Lakes, Sector Two, Phase One, Map Book 208, Page 43, Sheets 1 of 3 - Jefferson County

Lot 15 Steeplechase, Third Sector, Map Book 202, Page 98 - Jefferson County

Lot 103 Carrington Lakes, Sector Two, Phase One, Map Book 208, Pages 43, 43-A and 43-B - Jefferson County

Lot 96 Carrington Lakes, Sector Two, Phase One, Map Book 208, Page 43 Sheets 1 to 3

**EXHIBIT "A"****Description of Mortgaged Property**

Lots 1 thru 32, according to the Survey of Meadow Brook Townhomes - Phase II, as recorded in Map Book 28, Page 135, in the Probate Office of Shelby County, Alabama.

EXHIBIT "A"

PARCEL I:

Lots 2, 4, 31, 35, 36, 37, 38 and 41, according to the Survey of White Oaks Estates 1st Sector, as recorded in Map Book 155, page 27, in the Probate Office of Jefferson County, Alabama.

PARCEL II:

Lots 42 and 43, according to a Resurvey of Lots 42 and 43 White Oaks Estates 1st Sector, as recorded in Map Book 158, page 16, in the Probate Office of Jefferson County, Alabama.

PARCEL III:

Commence at the Southeast corner of the Northwest $\frac{1}{4}$ of Section 18, Township 15 South, Range 1 West; thence run in a Northerly direction along the East line of said $\frac{1}{4}$ ± 19.04 feet to the point of beginning; thence continue along last described course a distance of 205.00 feet to a point on the Southerly right of way line of a dedicated roadway; thence turn an angle to the left of $103^{\circ}21'12''$ and run in a Westerly direction along said right of way a distance of 220.0 feet; thence turn an angle to the left of $76^{\circ}38'48''$ and run in a Southerly direction a distance of 205.00 feet; thence turn an angle to the left of $103^{\circ}21'12''$ and run in an Easterly direction a distance of 220.00 feet to the point of beginning.

Situated in Jefferson County, Alabama, Birmingham Division.

at 31 -	7856	White Oak Circle
+ 42 -	7940	White Oak Circle
+ 43	7918	White Oak Circle
+ 2	7899	White Oak Circle
+ 4	7877	White Oak Circle
+ 35	4364	West Oak Drive
+ 36	4300	White Oaks Dr
+ 37	7919	White Oak Circle
+ 38	7933	White Oak Circle
+ 41	7950	White Oak Circle

EXHIBIT B**CONFIDENTIALITY AGREEMENT**

The Stirling Group, Inc., Jeff Gilmer, Renee Davis, Reid Jones, Stirling Group, Inc. and Reid Jones, a Joint Venture, and Durante have settled all claims. The parties agree to keep the terms and conditions of this settlement, including the amount paid by or on behalf of the persons or entities released, FULLY CONFIDENTIAL, except that

1. the parties may disclose the terms and conditions of this settlement including the amount paid, to their attorneys and accountants, and any governmental authority which requests such information in the performance of its public duties, provided that such persons are advised of the confidential nature of such information and agree to keep such information confidential; and
2. the parties agree that if there is a breach of this confidentiality provision, the party in breach shall be liable to the non-breaching party for the damages proximately caused by the breach of this Confidentiality Agreement as determined by a court of competent jurisdiction

This agreement may be executed by facsimile and in two or more counterparts, each of which shall constitute an original, but when taken together shall constitute but one agreement, and any part, may execute this agreement by executing any one or more of such counterparts.

This agreement represents the final agreement of the parties and no agreements or representations, unless incorporated in this agreement, shall be binding of any of the parties, and no portion hereof shall be amended or modified unless such change shall be in writing and signed by both parties thereto. This agreement constitutes the entire agreement of the parties pertaining to the subject matter hereof and all prior negotiations, oral or written communications and representations relating thereto are merged herein.

Effective the 5th day of October, 2003

By: 

Its: Vice-President

State of Alabama - Jefferson County

I certify this instrument filed on:

2003 OCT 29 P.M. 14:25

Recorded and \$

Mtg. Tax

and \$

Deed Tax and Fee Amt.

\$ 19.50

Total \$ 19.50

MICHAEL F. BOLIN, Judge of Probate



200316/3915

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