

LEASE TERMINATION AGREEMENT

THIS LEASE TERMINATION AGREEMENT dated February 25, 2009 (the "Effective Date"), is made by and between **CAPITAL REAL ESTATE INVESTMENTS LLC, an Alabama limited liability company** and **PACIFICA KATIE AVENUE LLC, a Nevada limited liability company** ("Lessor"), and **BAMA STAR LLC, a Delaware limited liability company** ("Lessee").

WITNESSETH:

WHEREAS, a Lease (the "Lease") was entered into by and between Lessor and Lessee, for certain demised premises described on Exhibit A attached hereto (the "Demised Premises"), as memorialized in that certain Memorandum of Lease recorded in State of ~~Alabama~~ and County of ~~Shelby~~ ; and
recorded in 20060807000381500,

WHEREAS, Lessee breached the Lease by failing to pay rent due on or before the first of the applicable month and thereafter ("Rent Default").

WHEREAS, Lessor and Lessee wish to terminate the Lease effective as of the Effective Date (the "Termination Date").

NOW, THEREFORE, for and in consideration of the monies paid and mutual covenants contained herein, the parties hereto agree as follows:

1. Effective as of the Termination Date, Lessee shall vacate the Demised Premises in strict accordance with the terms and conditions of the Lease, and Lessee hereby releases Lessor from any and all of its obligations under the Lease arising on or after the Termination Date. Lessor hereby releases Lessee from any and all obligations of Lessee under the Lease arising on or after Termination Date except for damages resulting from Lessee's Rent Default under the Lease.

2. Provided that the Demised Premises are vacated in accordance with the requirements of the Lease, Lessor and Lessee agree that the Lease shall be cancelled, terminated, void and have no further force nor effect as of the Termination Date other than Lessor's right to collect damages resulting from Lessee's Rent Default under the Lease.

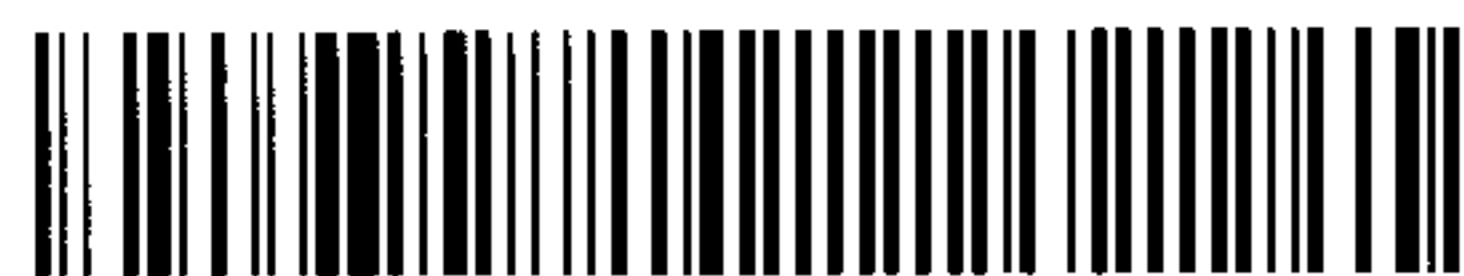
3. Lessee hereby waives as to Lessor any and all claims, causes of action and damages with respect to the Lease arising after the Termination Date. Notwithstanding the above, Lessor and Lessee reserve all rights to enforce the performance of all provisions of this Agreement and Lessor reserves the right to collect damages resulting from Lessee's Rent Default under the Lease.

4. Lessee represents that Lessor is not in default of any of the terms and conditions of the Lease and that no condition exists that with notice and/or the passage of time shall result in a default of the Lease by Lessor.

5. Lessee agrees to execute such other documents as may be required from time to time by Lessor to give effect to the terms contained herein and the intent hereof.

6. Except as herein modified, all the terms, covenants and conditions of this Lease shall remain in full force and effect. This Agreement and any agreement and/or instruments delivered in connection herewith, contain the entire agreement between the parties hereto and except as otherwise specifically set forth herein, supersede all prior agreements and undertaking between the parties hereto or any of them or any of their affiliates relating to the subject matter hereof. No amendment of this Agreement shall be binding unless made in a writing signed by the party sought to be bound.

7. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and it shall constitute sufficient proof of this Agreement to present any copy, copies or facsimiles signed by the parties to be charged.



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Shelby Cnty Judge of Probate, AL
03/19/2009 10:06:52AM FILED/CERT

IN WITNESS WHEREOF, the parties hereto have caused this Lease Termination Agreement to be executed under prior authority on the date first above written.

LESSOR:

Witness:

PACIFICA KATIE AVENUE LLC

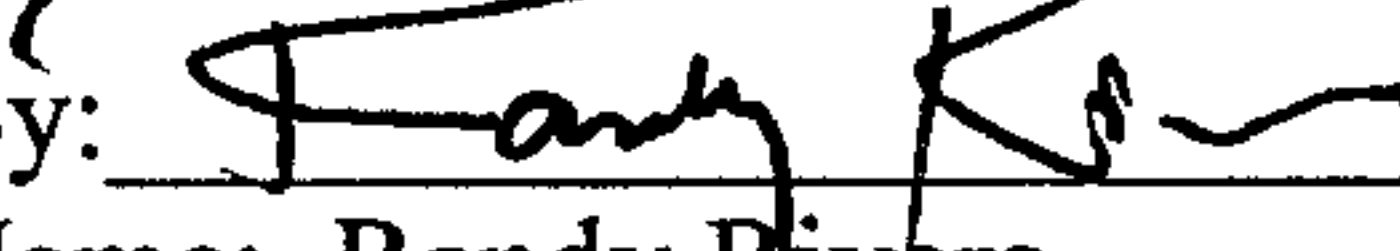
By: PAC Katie Avenue Inc.
Its: General Manager

By: _____
Name: Deepak Israni
Title: Secretary

LESSOR:

Witness:


CAPITAL REAL ESTATE INVESTMENTS LLC


By:  _____
Name: Randy Rivera
Title: Manager

LESSEE:

Witness:

BAMA STAR LLC

By:  _____
Name: Frank Heath Jr.
Title: Manager


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LESSOR:

Witness:

PACIFICA KATIE AVENUE LLC

By: PAC Katie Avenue Inc.
Its: General Manager

By: 
Name: Deepak Israni
Title: Secretary

LESSOR:

Witness:

CAPITAL REAL ESTATE INVESTMENTS LLC


By: _____
Name: Randy Rivera
Title: Manager

LESSEE:

Witness:

BAMA STAR LLC

By: _____
Name: Frank Heath Jr.
Title: Manager


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STATE OF California)
) SS
COUNTY OF San Diego)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that _____, whose name as the _____ of Capital Real Estate Investments LLC, a Alabama limited liability company 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 representative and with full authority, executed the same voluntarily for and as of the act of said limited partnership.

Given under my hand and official seal, this _____ day of _____, 2008.

Notary Public

My commission expires: _____

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that _____, whose name as the _____ of Bama Star LLC, a Delaware limited liability company, 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 representative and with full authority, executed the same voluntarily for and as of the act of said corporation.

Given under my hand and official seal, this _____ day of _____, 2009.

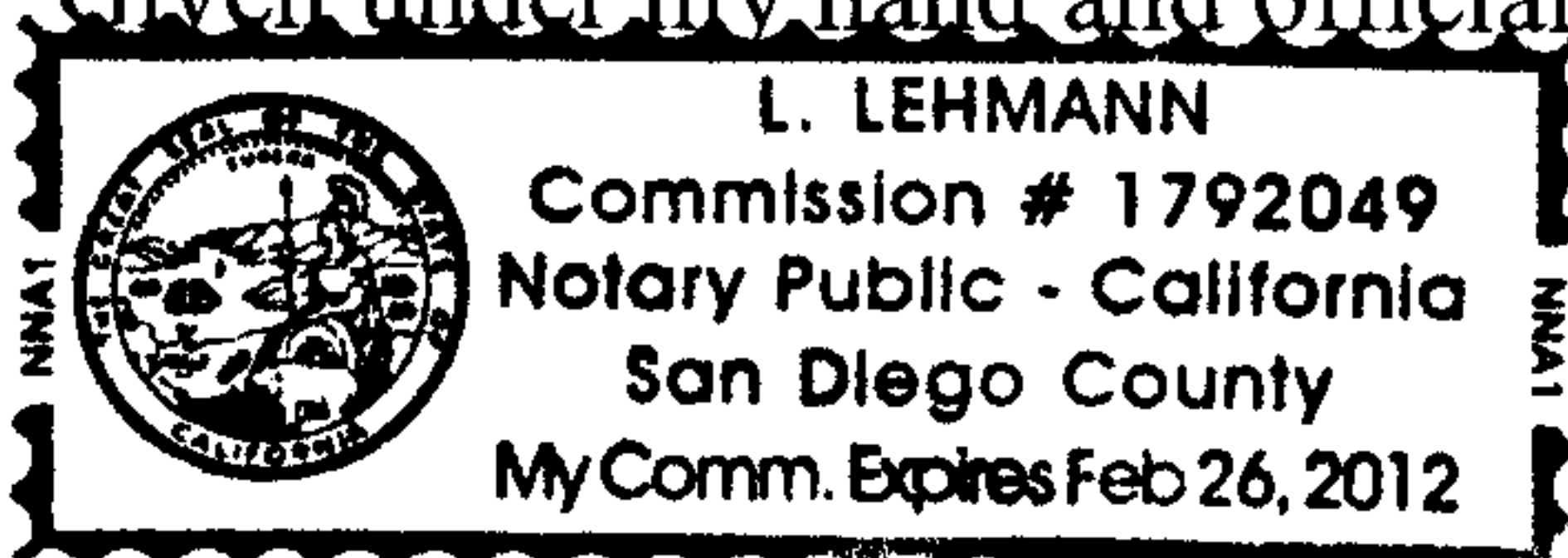
Notary Public

My commission expires: _____

STATE OF California)
) SS
COUNTY OF San Diego)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that Deepak Israni, whose name as the Secretary of Pacifica Katie Avenue LLC, a Nevada limited liability company, 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 representative and with full authority, executed the same voluntarily for and as of the act of said corporation.

Given under my hand and official seal, this 2 day of March, 2009.



L. Lehmann

Notary Public

My commission expires: 26 February 2012

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ACKNOWLEDGMENT

STATE OF CALIFORNIA)

) ss.

COUNTY OF SAN DIEGO)

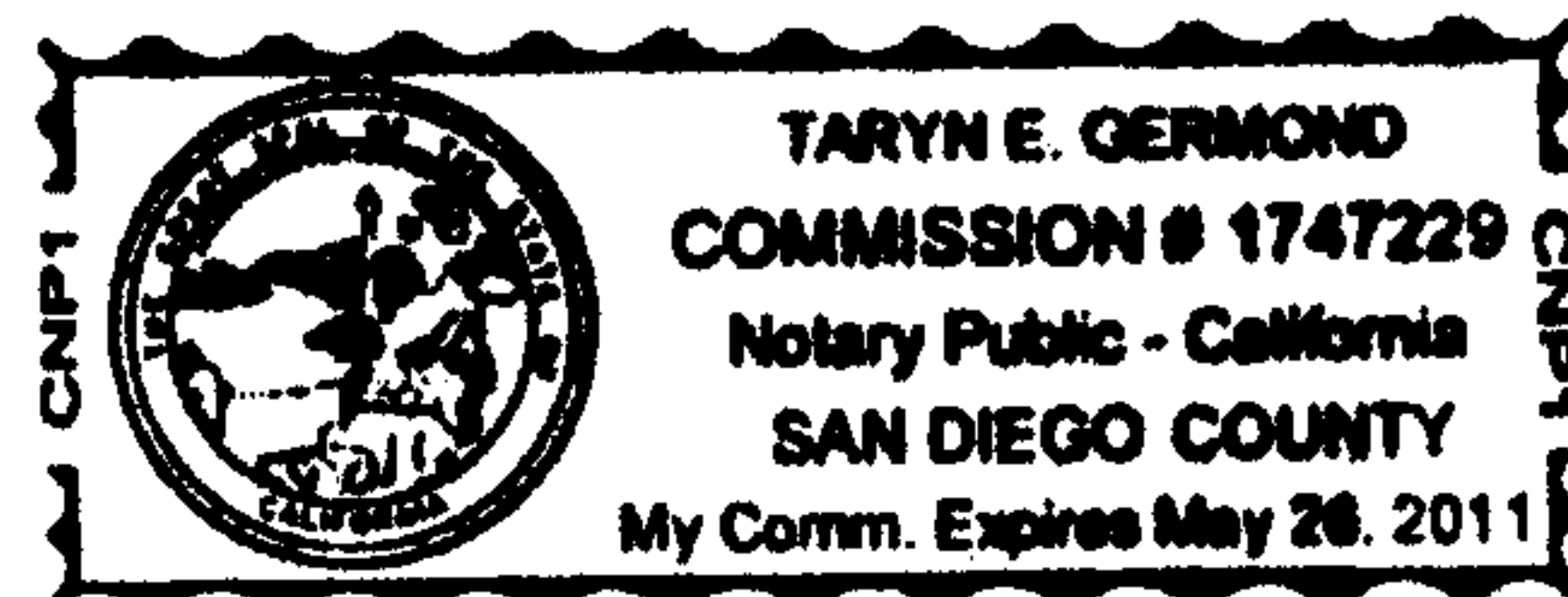
On March 2, 2009 before me, Taryn E. Germond Notary Public, personally appeared Dandy Rivera, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Taryn E. Germond



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03/19/2009 10:06:52AM FILED/CERT

STATE OF California)
COUNTY OF San Diego) SS

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that _____, whose name as the _____ of Capital Real Estate Investments LLC, a Alabama limited liability company 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 representative and with full authority, executed the same voluntarily for and as of the act of said limited partnership.

Given under my hand and official seal, this _____ day of _____, 2008.

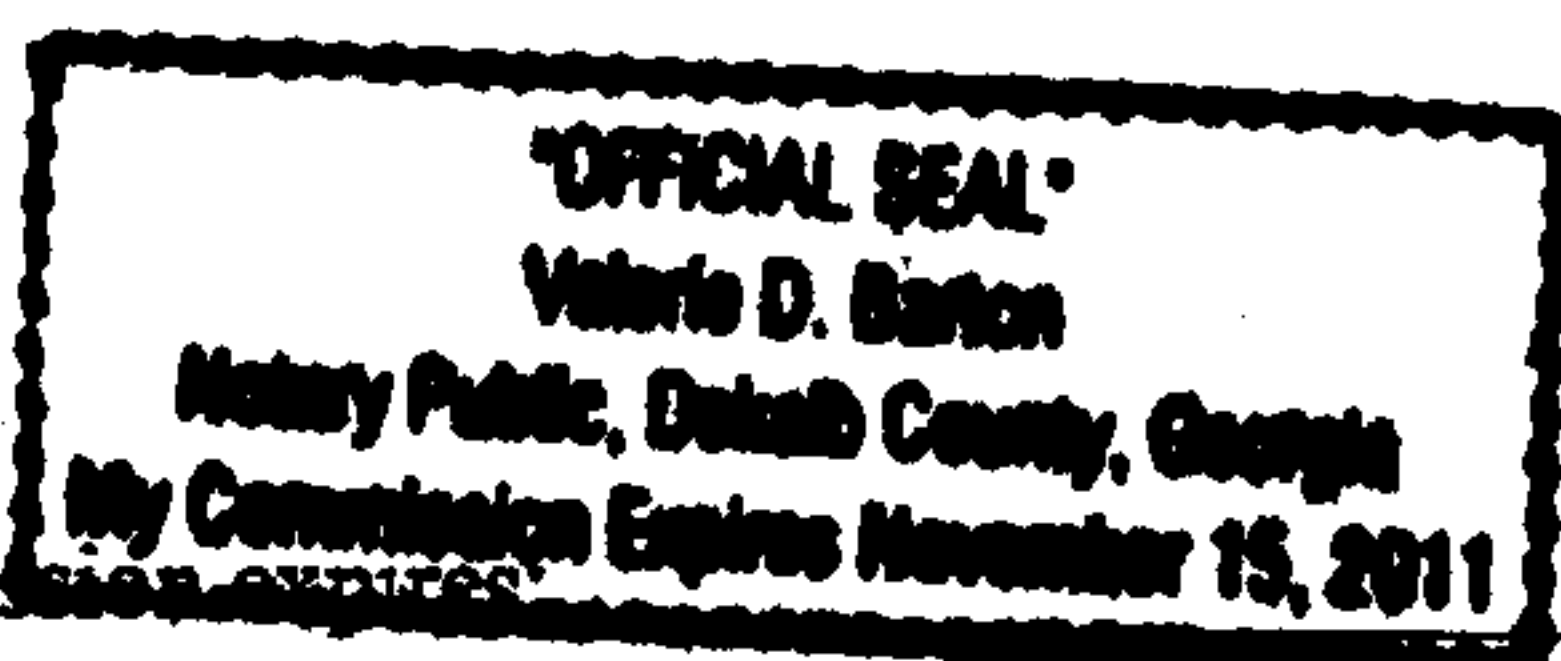
Notary Public

My commission expires: _____

STATE OF Georgia)
COUNTY OF Fulton) SS

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that Frank Heath, Jr., whose name as the Manager of Bama Star LLC, a Delaware limited liability company, 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 representative and with full authority, executed the same voluntarily for and as of the act of said corporation.

Given under my hand and official seal, this 12th day of March, 2009.

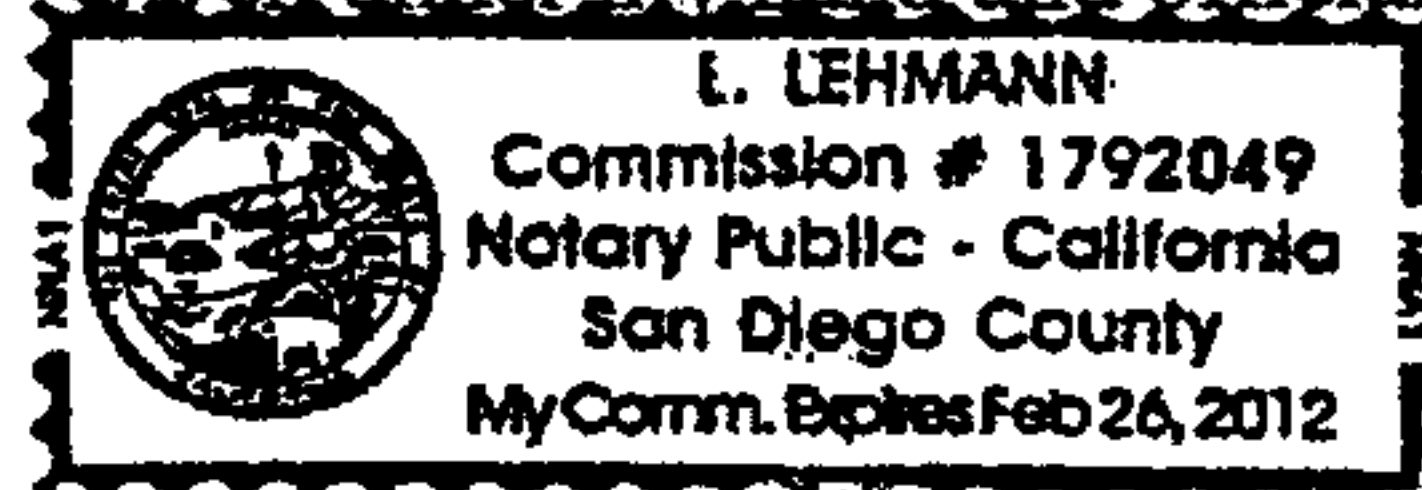


Valerie D. Barton
Notary Public

STATE OF California)
COUNTY OF San Diego) SS

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that Deepak Israni, whose name as the Secretary of Pacifica Katie Avenue LLC, a Nevada limited liability company, 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 representative and with full authority, executed the same voluntarily for and as of the act of said corporation.

Given under my hand and official seal, this 2 day of March, 2009.



E. Lehmann
Notary Public

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EXHIBIT "2.2"

Exhibit A

Demised Premises Legal Description

A part of the Southwest quarter of the Southwest quarter of Section 25, Township 20 South, Range 3 West and the Southeast quarter of the Southeast quarter of Section 26, Township 20 South, Range 3 West more particularly described as follows: Begin at the Southwest corner of Section 25 and run East along the South line of said Section 25 a distance of 130.60 feet to a point on the Westerly right-of-way line of U.S. Highway 31; thence turn an angle to the left of 75°29' and run Northerly along said Westerly right-of-way line a distance of 34.0 feet to the point of beginning of the tract herein described; thence continue along said Westerly right-of-way line a distance of 166.0 feet to a point; thence turn an angle to the left of 90°00' and run Westerly a distance of 269.93 feet to a point on the Easterly right-of-way line of the Louisville and Nashville Railroad; thence turn an angle to the left of 97°38'30" and run Southerly along said Easterly right-of-way line a distance of 167.49 feet to a point; thence turn an angle to the left of 82°21'30" and run Easterly a distance of 247.66 feet to the point of beginning.

And being further described as:

A part of the Southwest 1/4 of the Southwest 1/4 of Section 25, Township 20 South, Range 3 West and the Southeast 1/4 of the Southeast 1/4 of Section 26, Township 20 South, Range 3 West more particularly described as follows:

Begin at the Southwest Corner of Section 25 and run N 90°00'00" E along the South line of said Section 25 a distance of 130.60 feet to a point on the Westerly right of way line of U.S. Highway 31; thence run N 14°31'00" E along said westerly right of way line a distance of 34.0 feet to the point of beginning of the tract herein described; thence continue N 14°30'57" E a distance of 166.00 feet to a point on the said westerly right-of-way of U.S. Highway 31; thence leaving the said westerly right-of-way of U.S. Highway 31, run N 76°29'00" W for a distance of 269.93 feet to a point on the easterly right-of-way line of the Louisville and Nashville Railroad; thence run S 06°52'30" W and run along said Easterly right-of-way line of the Louisville and Nashville Railroad a distance of 167.49 feet to a point; thence run S 75°29'00" E a distance of 247.66 feet back to the point of beginning.



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