

LEASE TERMINATION

THIS LEASE TERMINATION AGREEMENT (this "Agreement"), is made and entered into effective as of the 5th day of MAY, 2009, by and between RiverPoint Assembly of God (f/k/a Keystone Assembly of God Church of Keystone, Inc. and/or Pelham First Assembly of God Church, Inc.) (the "Lessee") and Carolyn Holland and Clay Montgomery Holland, as Personal Representative of the Estate of H. Sherman Holland, Jr., deceased (collectively, the "Lessor").

W I T N E S S E T H:

WHEREAS, the Lessor and the Lessee desire to terminate that certain Lease made and entered into by and between the parties dated as of December 5, 1979 (the "Lease Agreement") in accordance with the terms and conditions set out in that certain Approval to Sublease executed concurrently with this Agreement, attached hereto as Exhibit "A" and incorporated herein by this reference,

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and other good and valuable consideration, the receipt and adequacy of which hereby is acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Termination. The parties confirmed and agree that the Lease Agreement shall be terminated effective as of the date set out in the Approval to Sublease, which shall be the date Sublease described therein shall terminate by reason of the end of its term or by reason of a breach or default under the Sublease by the Subleasee. The parties consent and agree that Lessor shall have the right to record this Agreement in the Office of the Probate Judge for Shelby County, Alabama upon the termination of the Lease Agreement as provided in the Approval to Sublease. Until terminated as provided in the Approval to Sublease, the parties agree that the Lease shall be effective in accordance with its terms.
2. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, without giving effect to the conflicts of laws principles of such laws.
3. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
4. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, heirs and legal representatives.



20090527000201070 2/3 \$18.00
Shelby Cnty Judge of Probate, AL
05/27/2009 03:56:01 PM FILED/CERT

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date first above written.

Lessee:

RiverPoint Assembly of God (f/k/a Keystone Assembly of God Church of Keystone, Inc. and/or Pelham First Assembly of God Church, Inc.)


By: 

Name: ROBERT E. LEWIS

Title: PASTOR

Lessor:


Carolyn Holland

, PR
Clay Montgomery Holland, Personal
Representative of the Estate of H. Sherman
Holland, Jr., deceased

STATE OF ALABAMA

*


Shelby COUNTY

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*

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Robert E. Lewis, whose name as Pastor of Riverpoint Assembly of God is signed to the foregoing Agreement, and who is known to me, acknowledged before me this date that, being informed of the contents of said Agreement, he as such agreed and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 5 day of May, 2009.



20090527000201070 3/3 \$18.00
Shelby Cnty Judge of Probate, AL
05/27/2009 03:56:01 PM FILED/CERT

Notary Public
My Commission Expires:

4/2/11

STATE OF ALABAMA *

Shelby COUNTY *

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Carolyn Holland, who is known to me, acknowledged before me this date that, being informed of the contents of said Agreement, she executed the same voluntarily.

Given under my hand and official seal, this the 5 day of May, 2009.

James D. Blake

Notary Public
My Commission Expires:

4/2/11

STATE OF ALABAMA *

Shelby COUNTY *

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Clay Montgomery Holland, as Personal Representative of the Estate of H. Sherman Holland, Jr., deceased, who is known to me, acknowledged before me this date that, being informed of the contents of said Agreement, he executed the same voluntarily in his capacity as Personal Representative for and as the act of said estate.

Given under my hand and official seal, this the 5 day of May, 2009.

James D. Blake

Notary Public
My Commission Expires:

4/2/11