

PREPARED BY:
Jason Gilmore, Esq.
Gordon, Dana, Still, Knight & Gilmore, L.L.C.
600 University Park Place, Suite 100
Birmingham, Alabama 35209


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Shelby Cnty Judge of Probate, AL
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STATE OF ALABAMA)
COUNTY OF JEFFERSON)

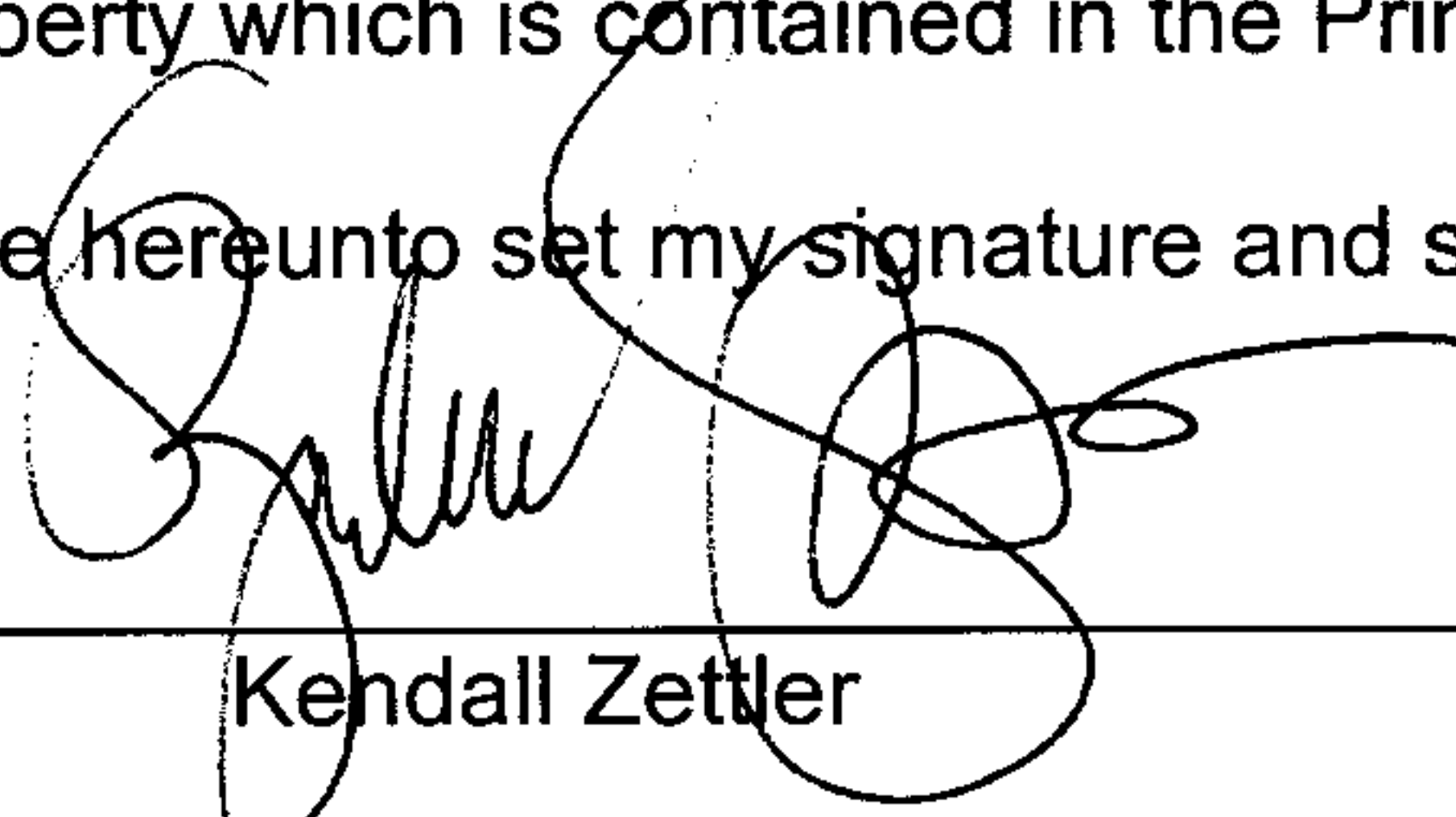
Personally appeared before me, the undersigned notary, Kendall Zettler, who being duly sworn on oath, deposes and states as follows:

My name is Kendall Zettler and I am a member of River Oaks Properties, LLC.

I hereby certify as follows:

1. That the Unrecorded Lease dated December 1, 1992, by and between Western Pocahontas Properties Limited Partnership and David Johns (the "Lease"), a copy of which is attached was assigned to River Oaks Properties, LLC by unrecorded Assignment of Lease dated September 13, 2000, a copy of which is also attached. The 42 acres referred to in said Lease ("Leased Property") related to property included in a conveyance to River Oaks Properties, LLC by Western Pocahontas Properties Limited Partnership by Statutory Warranty Deed recorded as Instrument #2000-31940.
2. That the property conveyed to Primrose School Franchising Company recorded as Instrument 20080529000218310 ("Primrose Conveyance") does not contain, and was not intended to contain, the Leased Property.
3. The Lease is not for property which is contained in the Primrose Conveyance.

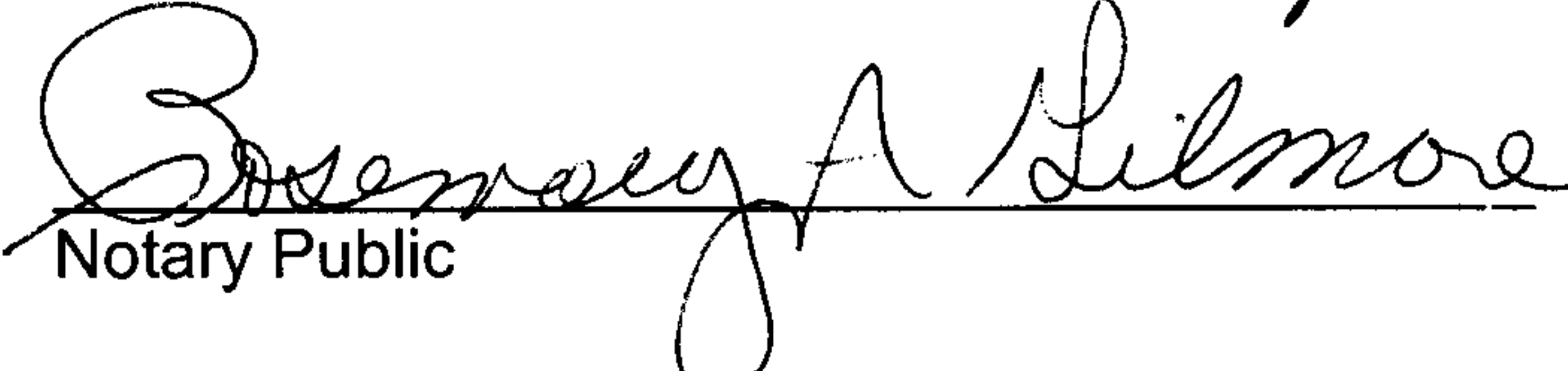
IN WITNESS WHEREOF, I have hereunto set my signature and seal this 6th day of May, 2009.



Kendall Zettler

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Kendall Zettler, whose name 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 the foregoing Instrument, he executed the same voluntarily.

Given under my hand and official seal this 6th day of May, 2009.



Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Oct 10, 2010
BONDED THRU NOTARY PUBLIC UNDERWRITERS



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EXHIBIT A

L E A S E

THIS LEASE is made and entered into as of the 1st day of December, 1992, by and between WESTERN POCAHONTAS PROPERTIES LIMITED PARTNERSHIP hereinafter called "Lessor", and DANIEL JOHNS hereinafter called "Lessee".

W I T N E S S E T H:

1. Premises. For the term, at the rent and upon the provisions and conditions hereinafter contained, Lessor does hereby let and lease unto Lessee the Premises referenced as Lease Parcel No. SC-002-T, bounded and described as follows, to wit:

A parcel of land containing 42.00 acres, more or less, together with all improvements located thereon, near the Cahaba River, Shelby County, Alabama

and being more particularly defined as shown in yellow on the sketch map attached hereto as Exhibit A and made a part hereof (hereinafter called the "Premises"); subject, however, to the reservation by Lessor of all coal, oil, gas and other minerals, and all timber located on or under the Premises, and the further right to enter upon the Premises during the term hereof and make such improvements and developments as it may desire in the operation and development of the Premises for coal mining, oil and gas and other mineral operations and development purposes and timber harvesting operations, without being liable to Lessee for any damage caused by such work, provided, only, that such use of the Premises herein reserved shall not prohibit the use of the Premises by Lessee for the purposes hereinafter specified in Paragraph 4.

2. Term. To have and to hold the Premises unto Lessee upon the covenants and agreements herein set forth for an initial term of 13 months ending December 31, 1993. Thereafter the term shall be renewed for successive periods of twelve months each beginning January 1 upon payment of the annual rental in advance on or before the annual renewal date of January 1; payments more than thirty (30) days late will be subject to late payment charge of 1.5% per month; provided, however, that Lessor shall have the right and option to revise, restructure, change or modify any terms or conditions of this Lease at any renewal of the Lease. Also, that either party shall have the right and option to terminate this Lease at any time, regardless of whether a term or any renewal term shall have expired, upon giving thirty (30) days prior written notice, and in such event both parties will be released of all further liabilities or obligations hereunder, and the Premises shall be delivered to Lessor at the end of such thirty (30) day notice period in the form and in the manner hereinafter specified in Paragraph 13.

3. Rent. Lessee hereby agrees to pay Lessor as rent for the Premises during the initial term hereof the amount of \$650.00. A check or money order made, payable to Western Pocahontas Properties

Limited Partnership for the total amount due shall be sent to Western Pocahontas Properties, Department 97504, Louisville, KY 40297, upon execution hereof. Thereafter the \$600.00 total annual lease payment shall be paid in advance, due and payable on or before the 1st day of January during the continuance of this Lease. Said rental shall be subject to periodic review and adjustment at discretion of Lessor. Additionally, Lessee will reimburse Lessor for all payments of real estate taxes levied against the Premises within thirty (30) days of receipt of statement from Lessor. Lessee shall also pay all personal property taxes assessed against any leasehold interest of Lessee, in any fixtures, furnishings, equipment, stock-in-trade, or other personal property of any kind owned, installed or used in or on the Premises.

4. Use and Care of the Premises by Lessee. Lessee shall use the Premises for a tenant dwelling and shall conduct such operation in a careful, safe and prudent manner and in accordance with all local ordinances and the lawful direction of proper public officials. Lessee shall not commit any waste upon the Premises or upon adjacent property of Lessor, nor damage, alter or misuse any property located thereon, nor use any explosives, or dangerous or inflammable materials, nor store the same upon the Premises, without the prior written consent of Lessor. In addition, Lessee agrees to take all precautionary measures to protect the Premises, structures, timber and any other land improvements thereon against fire, theft, trespass, or environmental degradation.

5. Liability and Indemnification. Lessor shall not be liable to Lessee or Lessee's employees, agents, patrons or invitees, or any person whomsoever, for any injury to person or damage to property on or about the Premises caused by the negligence or misconduct of Lessee, its employees or agents, or of any other person entering upon the Premises under express or implied invitation of the Lessee, and Lessee agrees to indemnify Lessor and hold it harmless from any loss, claim, damage, cost or expense suffered or incurred by Lessor by reason of any such damage or injury, except that directly caused by Lessor, or Lessor's employees or agents.

6. Utility Charges. Lessee covenants and agrees to pay for all public utility services rendered or furnished to the Premises including, without limitation, gas, electricity, water, sewer and telephone.

7. Repairs. Lessee agrees, at its expense, and throughout the term hereof, to keep and maintain in good condition and make all necessary repairs to the Premises, and all improvements located thereon.

8. Alterations or Improvements by Lessee. Lessee shall not, without Lessor's prior written consent make, nor permit to be made, any alterations, additions or improvements to the Premises. Any

alterations which may be permitted by Lessor shall be upon the condition that Lessee shall promptly pay all costs, expenses and charges thereof, shall make such alterations and improvements in accordance with applicable laws and building codes and in good and workmanlike manner, and shall fully and completely indemnify Lessor against any mechanics' lien or other liens or claims in connection with the making of such alterations and improvements. Lessee shall promptly repair any damages to the Premises, or to the building of which the Premises are a part, caused by any alterations, additions or improvements to the Premises by Lessee.

9. Fences. Notwithstanding the provisions of Paragraph 8 hereof, the Lessee covenants and agrees to maintain or construct where necessary, at its sole risk, cost and expense, fences of sufficient size and structure to prohibit and restrain domestic livestock from ranging or grazing in timber and woodland areas upon or adjacent to the Premises.

10. Liens. Lessee shall not permit any mechanics' or materialmen's liens, or any other lien or encumbrance of any kind or nature, to exist or be placed or filed against the Premises during the term hereof.

11. Assignment; Subletting. This Lease shall not be assigned or in any manner transferred (including any transfer by operation of law, bankruptcy or death of Lessee) nor the Premises or any part thereof sublet, used or occupied by any other party than Lessee, nor for any other purpose than that specified herein, without the prior written consent of Lessor.

12. Inspection. The Premises shall be open at all reasonable times for inspection by Lessor, its agents, and duly authorized representatives.

13. Surrender of Premises. The Lessee shall deliver up and surrender to the Lessor, its successors and assigns, possession of the Premises at the expiration of the term hereof in as good condition and repair as the same shall be at the commencement of said term, subject, however, to natural wear and decay, unperformed obligations of Lessor, or acts of God. Lessee shall further surrender to Lessor, upon termination of this Lease, all rights, title and interest to any permanent improvements erected upon the Premises or affixed to buildings, dwellings and structures under Paragraph 8 hereof, and all other improvements or possessions owned by Lessee which are not removed from the Premises within thirty (30) days after termination, shall thereupon become exclusive property of Lessor.

14. Interest in Premises. Lessee shall not, at any time, claim to own any interest in the Premises hereby leased nor shall Lessee's possession of any of the Premises, for any length of time, become grounds for any claim to any right or interest in the

Premises except as Lessee on the terms, covenants and conditions herein contained.

15. Notices. All notices required or permitted to be given to the parties hereto shall be given in writing by depositing the same in the United States mail, first class, postage prepaid, at the address hereinafter specified:

To Lessor: Western Pocahontas Properties
Limited Partnership
P.O. Box 2827
Huntington, WV 25727-2827

To Lessee: Daniel Johns
P. O. Box 60
Helena, AL 35080

with copy to: L. F. Brooks, Lease & Easement Supervisor, Western Pocahontas Properties, P. O. Box 1528, Pineville, WV 24874.

16. Requirements of Public Authority. Lessee shall, at its own cost and expense, promptly comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations, land reclamation regulations, including in particular, any sanitary installation statutes or regulations of the federal, state, county, town, village and city governments, and of all other governmental authorities ("governmental acts") affecting the demised Premises or any part thereof whether the same are in force on the effective date hereto or thereafter. Lessee shall pay all costs and penalties that may arise out of or be imposed because of the failure of Lessee to comply with said governmental acts and shall fully indemnify Lessor against all loss, damage or expenses resulting therefrom. Where permits, certificates or any written authorizations are issued as evidence of compliance, Lessee shall furnish a copy of same to Lessor.

17. Defaults; Remedies. In the event Lessee shall be in default of any covenant or obligation required to be performed by it hereunder for five (5) days after written notice thereof, Lessor, in addition to other remedies permitted in law or in equity, may immediately terminate this Lease.

18. Successors and Assigns. This Lease, and all covenants, provisions and conditions herein contained, shall inure to the benefit of and be binding upon Lessor and Lessee, and their respective successors and assigns.

19. Entire Agreement. It is understood and agreed that this Lease contain all of the understandings between the parties hereto, and no change, alteration or modification of this Lease shall be effective unless in writing and signed by the parties hereto.

20. Reservation by Lessor. Lessor shall have the right to maintain and construct and to permit others, subject to the terms of this Lease, to maintain and construct, overhead and underground pipe and wire lines over, in, under and upon or across the Premises, and to use, repair and remove the same.

21. Separability and Construction. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision. The headings of the several paragraphs contained herein are for convenience only and do not define or limit the contents of such paragraphs.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be signed as of the day and year first above written.

LESSOR: WESTERN POCAHONTAS PROPERTIES
LIMITED PARTNERSHIP

Signed and acknowledged
in the presence of:

Paddy Lee Gray

By: Western Pocahontas Corporation
Its General Partner

By Robert T. Forney
Robert T. Forney
Senior Vice-President
Forestry & Land Resources

Jon R. Newman
MY COMMISSION EXPIRES
2/28/96

LESSEE: DANIEL JOHNS

By Daniel Johns

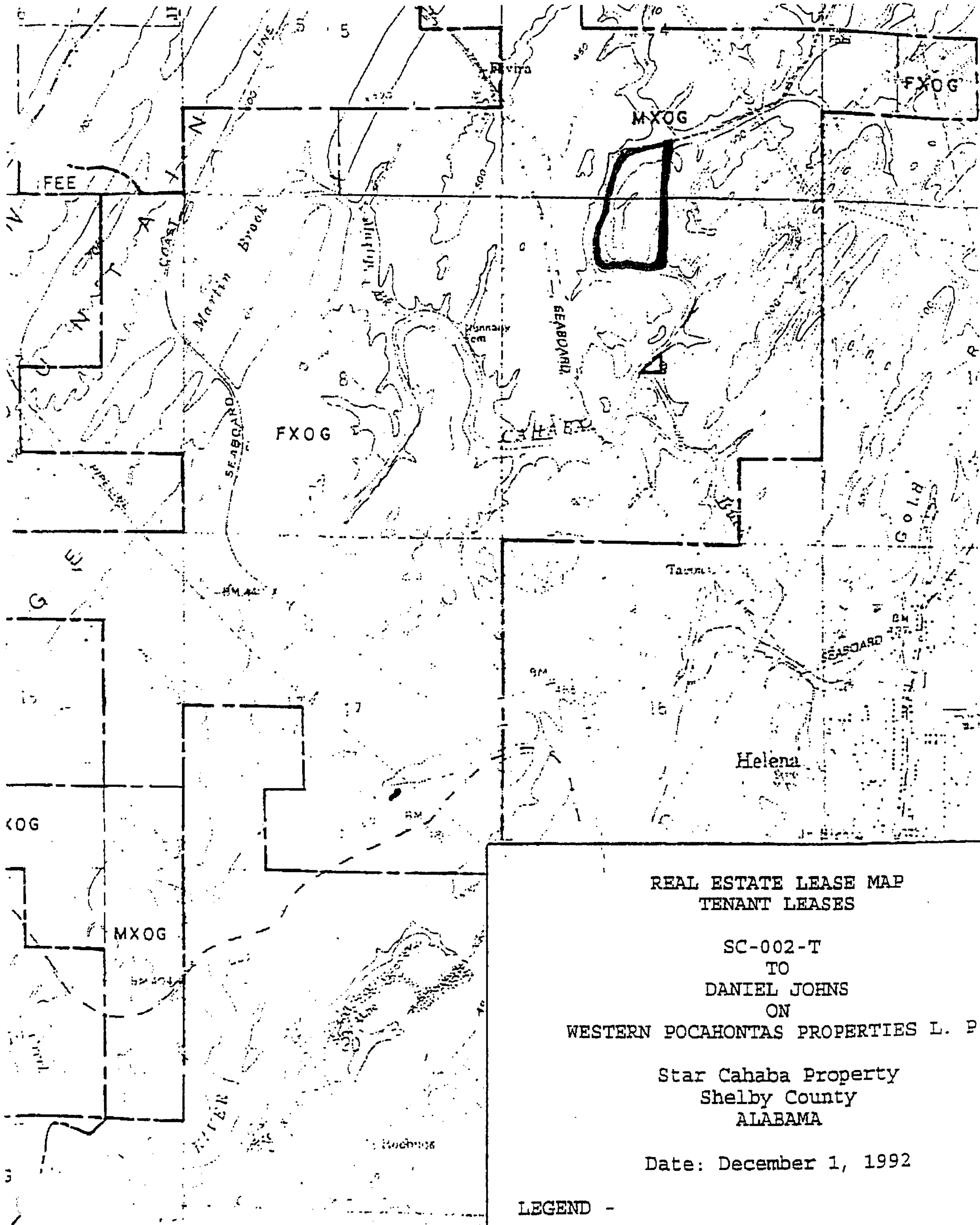
APPROVED:

Joseph R. Newman
Lease & Easement Supervisor

1/15/93
Date



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REAL ESTATE LEASE MAP
TENANT LEASES

SC-002-T
TO
DANIEL JOHNS
ON
WESTERN POCAHONTAS PROPERTIES L. P.

Star Cahaba Property
Shelby County
ALABAMA

Date: December 1, 1992

LEGEND -

Lease Area

42± Ac.

1" = 2,000'

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STATE OF ALABAMA

COUNTY OF SHELBY



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ASSIGNMENT OF LEASE

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid by RIVER OAKS PROPERTIES, LLC, an Alabama limited liability company ("Assignee") to WESTERN POCAHONTAS PROPERTIES LIMITED PARTNERSHIP, a Delaware limited partnership ("Assignor"), the receipt and sufficiency of which is hereby acknowledged, the said Assignor does by these presents, assign to the said Assignee all of Assignor's right, title and interest in and to the following lease of real property (the "Lease"); together with all rents prepaid for any period subsequent to the effective date hereof.

That certain Lease dated December 1, 1992, between Western Pocahontas Properties Limited Partnership (as lessor) and Daniel Johns (as lessee), a copy of which is attached hereto as Exhibit A.

This Assignment is made in connection with the conveyance of even date herewith by Assignor to Assignee of fee simple title in and to the real property subject to the Lease and shall be binding upon Assignor and its successors and assigns and shall inure to the benefit of Assignee and its successors and assigns. Assignee hereby assumes the obligations of the landlord under the Lease accruing from and after the date hereof, and agrees with Assignor to perform such obligations in accordance with the terms of the Lease, and to indemnify Assignor against any loss, cost or expense related to Assignee's failure to so perform such obligations. Assignor hereby agrees to indemnify Assignee against any loss, cost or expense related to Assignor's failure to perform its obligations under the Lease prior to the date hereof.

TO HAVE AND TO HOLD, to the said Assignee, its successors and assigns forever.

This Assignment may be executed in counterparts, and all counterparts together shall constitute one instrument.

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IN WITNESS WHEREOF, the said Assignor and Assignee has caused this Assignment to be executed effective as of the 13th day of September, 2000, although actually executed by each party as of the date set forth below its respective signature.

**WESTERN POCAHONTAS PROPERTIES
LIMITED PARTNERSHIP,**
a Delaware limited partnership

ATTEST:

By: **WESTERN POCAHONTAS CORPORATION,**
a Texas corporation, its general Partner

By: Paddy Sue Bay
Its: Assistant Secretary

By: Nick Carter
Its: President

Date Executed: 9/11/00, 2000

RIVER OAKS PROPERTIES, LLC,
an Alabama limited liability company

~~ATTEST:~~

WITNESS

By: **PZ, INC.,**
an Alabama corporation, its Manager

By: Joseph E Stewart
Its:

By: [Signature]
Its:

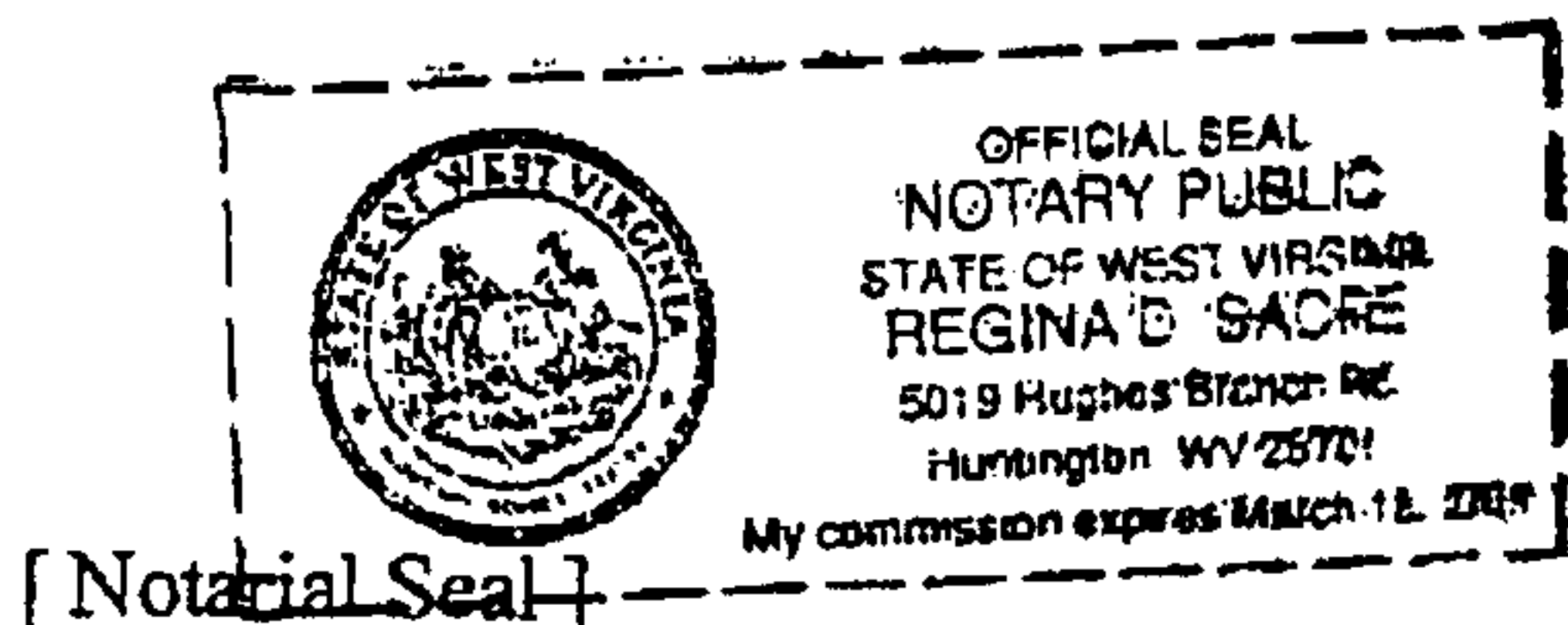
Date Executed: 9/13/00, 2000

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STATE OF West Virginia
 COUNTY OF Calwell

I, Regina D. Sacre, a notary public in and for said county in said state, hereby certify that Nick Carter, whose name as President of **Western Pocahontas Corporation**, a Texas corporation, as General Partner of **WESTERN POCAHONTAS PROPERTIES LIMITED PARTNERSHIP**, a Delaware limited partnership, 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 such instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, in its capacity as General Partner of said limited partnership.

Given under my hand and official seal this 11th day of September, 2000.



Regina D. Sacre
 Notary Public

My Commission Expires: March 12, 2004

STATE OF _____
 COUNTY OF _____

I, Thomas S. Lowery, a notary public in and for said county in said state, hereby certify that Philip S. Zettler, whose name as PRESIDENT of **PZ, Inc.**, an Alabama corporation, as Manager of **RIVER OAKS PROPERTIES, LLC**, an 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 such instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, in its capacity as Manager of said limited liability company.

Given under my hand and official seal this 13 day of September, 2000.

[Notarial Seal]

Thomas S. Lowery
 Notary Public

My Commission Expires: June 10, 2004
 BONDING THRU NOTARY PUBLIC UNDERWRITERS