


Ronald R. Dietrich, Esq.
Greenberg Traurig, LLP
77 West Wacker Drive
Chicago, Illinois 60601

After recording return to:

Seton Property Corporation
of North Alabama
810 St. Vincent's Drive
Birmingham, Alabama 35205
Attention:: _____

**FULL TERMINATION AND
RELEASE OF LEASE
SUPPLEMENT,
MEMORANDUM OF LEASE
AND OPTION TO PURCHASE
AND LEASEHOLD MORTGAGE
AND FIXTURE FILING**


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Shelby Cnty Judge of Probate, AL
05/21/2010 02:45:54 PM FILED/CERT

(For Recorders Use Only)

This **FULL TERMINATION AND RELEASE OF LEASE SUPPLEMENT, MEMORANDUM OF LEASE AND OPTION TO PURCHASE AND LEASEHOLD MORTGAGE AND FIXTURE FILING** (this "Agreement") is effective as of May 20, 2010, by and between **SETON PROPERTY CORPORATION OF NORTH ALABAMA**, an Alabama not-for-profit corporation (the "Lessee/Mortgagor") and **SUNTRUST EQUITY FUNDING, LLC**, a Delaware limited liability company (the "Lessor/Mortgagee").

WHEREAS, the Lessee/Mortgagor and the Lessor/Mortgagee, entered into that certain Lease Supplement, Memorandum of Lease and Option to Purchase and Leasehold Mortgage and Fixture Filing, dated as of November 20, 2003 (the "Lease Supplement and Memorandum," to which reference should be made for all terms not otherwise herein defined), pertaining to the real property located in Shelby County Alabama legally described on Exhibit A attached hereto (the "Original Property").

WHEREAS, the Lease Supplement and Memorandum was recorded in the real property records of the Shelby County Judge of Probate, Alabama, on November 25, 2003, as Instrument Number 20031125000773100.

WHEREAS, the Lease Supplement and Memorandum was subsequently amended pursuant to that certain First Amendment to Lease Supplement, Memorandum of Lease and Option to Purchase and Leasehold Mortgage and Fixture Filing dated December 21, 2007 (the "Amendment"), and a portion of the Original Property was released from the lease/encumbrance created in favor of Lessor/Mortgagee leaving only that certain real property located in Shelby County and legally described in the attached Exhibit "A-1" (the "Property") subject to the obligations described therein.

*Full Termination and Release of Lease Supplement,
Memorandum of Lease and Option to Purchase and
Leasehold Mortgage and Fixture Filing*

WHEREAS, the Amendment was recorded in the real property records of the Shelby County Judge of Probate, Alabama, on December 28, 2007, as Instrument Number 20071228000583620.

WHEREAS, the Lessee/Mortgagor and the Lessor/Mortgagee desire to terminate the Lease Supplement and Memorandum and the Amendment on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the Lessee/Mortgagor and the Lessor/Mortgagee hereby agree as follows:

1. The Lease Supplement and Memorandum and the Amendment are hereby and shall be deemed to be terminated and released effective as of 12:01 am on May 20, 2010 (the "Termination Date") without any further action by either party.

2. Effective as of the Termination Date, the Lease Supplement and Memorandum and the Amendment are hereby terminated as though they had expired according to their terms, and except as provided herein, the Lessee/Mortgagor and the Lessor/Mortgagee will be relieved of all further obligations thereunder.

3. Effective as of the Termination Date, each of the Lessee/Mortgagor and the Lessor/Mortgagee releases, remises, forgives, acquits, and forever discharges the other and its respective parent, subsidiaries, affiliates, predecessors, successors, assigns, officers, directors, employees and agents from any and all actions, causes of action, suits proceedings, demands, claims, liabilities, debts, duties, obligations, costs, expenses, sums of money and damages (collectively "Claims"), whether contractual, compensatory, consequential or punitive, howsoever originating, arising or existing, whether sounding in contract, quasi-contract or tort, whether legal or equitable, whether known or unknown, whether accrued or unaccrued, whether fixed or contingent, whether now existing or which may arise in the future, in connection with, related to or arising out of any one or more of the Lease Supplement and Memorandum and the Amendment and any written or oral modification thereof or the Property or the Lessor/Mortgagee's occupancy of the Property or the termination of the Lease Supplement and Memorandum and the Amendment, except for Claims arising out of this Agreement.


4. Promptly after the Termination Date, and in no event earlier than such date, the Lessee/Mortgagor shall cause this Agreement to be recorded in the real property records of the Shelby County Judge of Probate, Alabama and shall provide the Lessor/Mortgagee with the applicable recording information.

5. The Lessee/Mortgagor and the Lessor/Mortgagee each represent and warrant to the other that each has the full power, authority and capacity to enter into this Agreement and to execute this Agreement and that the entering into and execution of this Agreement does not violate any contractual covenants or restrictions between itself and any third party, including, without limitation, any collateral assignee or mortgagee or beneficiary and/or trustee, nor is it required it to obtain the consent of any other person, firm or entity, whether governmental or private, which it has not already obtained.

6. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which when attached together shall constitute one and the same instrument.

7. This Agreement shall be binding upon and inure to the benefit of the Lessee/Mortgagor and the Lessor/Mortgagee and their respective successors and assigns.

*[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
THE SIGNATURE PAGE TO THIS LEASE SUPPLEMENT, MEMORANDUM OF LEASE
AND OPTION TO PURCHASE AND LEASEHOLD MORTGAGE AND FIXTURE FILING
FOLLOWS.]*


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*Full Termination and Release of Lease Supplement,
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**SIGNATURE PAGE TO FULL TERMINATION AND RELEASE OF LEASE
SUPPLEMENT, MEMORANDUM OF LEASE AND OPTION TO PURCHASE AND
LEASEHOLD MORTGAGE AND FIXTURE FILING**

IN WITNESS WHEREOF, the parties hereto have caused this Full Termination and Release of Lease Supplement, Memorandum of Lease and Option to Purchase and Leasehold Mortgage and Fixture Filing to be executed by their respective duly authorized officers as of this 20th day of May, 2010.

LESSEE AND MORTGAGOR:

**SETON PROPERTY CORPORATION
OF NORTH ALABAMA,**
an Alabama not-for-profit corporation


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By: _____

Name: _____

Title: _____

John D. O'Neil
John D. O'NEIL
PRES/CEO

LESSOR AND MORTGAGEE:

SUNTRUST EQUITY FUNDING, LLC,
a Delaware limited liability company

By: _____

Name: R. Todd Shutley

Title: Senior Vice President and Manager

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STATE OF ALABAMA)
) ss.
COUNTY OF SHELBY)

I, Rhonda C. Buzbee a notary public in and for said County, in the State aforesaid, do hereby certify that John D. O'Neil personally known to me to be the President of **Seton Property Corporation of North Alabama**, an Alabama not-for-profit corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President of **Seton Property Corporation of North Alabama**, he signed and delivered the foregoing instrument pursuant to proper authority given by the board of directors of **Seton Property Corporation of North Alabama**, as his free and voluntary act, and as the free and voluntary act and deed of **Seton Property Corporation of North Alabama**, for the uses and purposes therein set forth.

being informed of the contents herein

Given under my hand and official seal this 18 day of May, 2010.

Rhonda C Buzbee
Notary Public

[SEAL]

My Commission expires **NOTARY PUBLIC STATE OF ALABAMA AT LARGE**
MY COMMISSION EXPIRES: Dec 20, 2011
GOVERNED BY THE NOTARY PUBLIC UNDERWRITERS

STATE OF GEORGIA)
) ss.
COUNTY OF FULTON)

I, _____ a notary public in and for said County, in the State aforesaid, do hereby certify that R. Todd Shutley, personally known to me to be the Senior Vice President and Manager of **SunTrust Equity Funding, LLC**, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Senior Vice President and Manager of **SunTrust Equity Funding, LLC**, he signed and delivered the foregoing instrument pursuant to proper authority given by the limited liability company agreement of **SunTrust Equity Funding, LLC**, as his free and voluntary act, and as the free and voluntary act and deed of **SunTrust Equity Funding, LLC**, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of May, 2010.

Notary Public

[SEAL]

My Commission expires: _____


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**SIGNATURE PAGE TO FULL TERMINATION AND RELEASE OF LEASE
SUPPLEMENT, MEMORANDUM OF LEASE AND OPTION TO PURCHASE AND
LEASEHOLD MORTGAGE AND FIXTURE FILING**

IN WITNESS WHEREOF, the parties hereto have caused this Full Termination and Release of Lease Supplement, Memorandum of Lease and Option to Purchase and Leasehold Mortgage and Fixture Filing to be executed by their respective duly authorized officers as of this 20th day of May, 2010.

LESSEE AND MORTGAGOR:

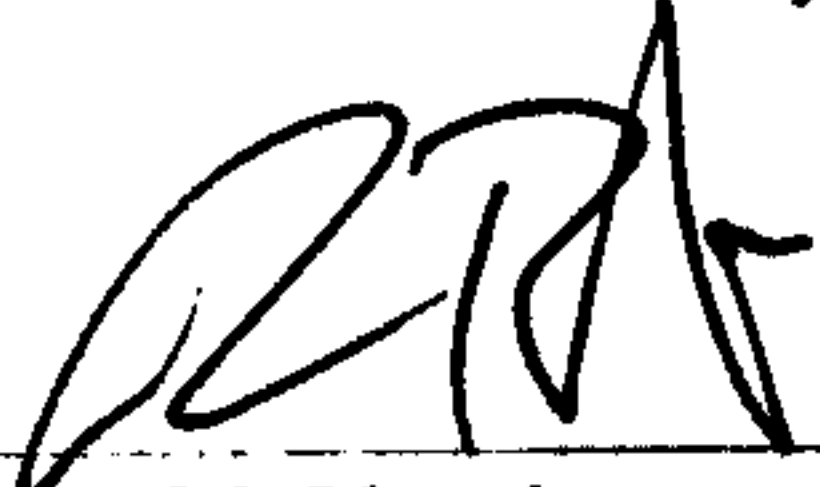
**SETON PROPERTY CORPORATION
OF NORTH ALABAMA,**
an Alabama not-for-profit corporation


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By: _____
Name: _____
Title: _____

LESSOR AND MORTGAGEE:

SUNTRUST EQUITY FUNDING, LLC,
a Delaware limited liability company

By:  _____
Name: R. Todd Shutley
Title: Senior Vice President and Manager

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STATE OF ALABAMA)
) ss.
 COUNTY OF SHELBY)

I, _____ a notary public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the _____ of **Seton Property Corporation of North Alabama**, an Alabama not-for-profit corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____ of **Seton Property Corporation of North Alabama**, he signed and delivered the foregoing instrument pursuant to proper authority given by the board of directors of **Seton Property Corporation of North Alabama**, as his free and voluntary act, and as the free and voluntary act and deed of **Seton Property Corporation of North Alabama**, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of May, 2010.

 Notary Public

[SEAL]

My Commission expires: _____

STATE OF GEORGIA)
) ss.
 COUNTY OF FULTON)

I, Sarah Hughes a notary public in and for said County, in the State aforesaid, do hereby certify that R. Todd Shutley, personally known to me to be the Senior Vice President and Manager of **SunTrust Equity Funding, LLC**, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Senior Vice President and Manager of **SunTrust Equity Funding, LLC**, he signed and delivered the foregoing instrument pursuant to proper authority given by the limited liability company agreement of **SunTrust Equity Funding, LLC**, as his free and voluntary act, and as the free and voluntary act and deed of **SunTrust Equity Funding, LLC**, for the uses and purposes therein set forth.

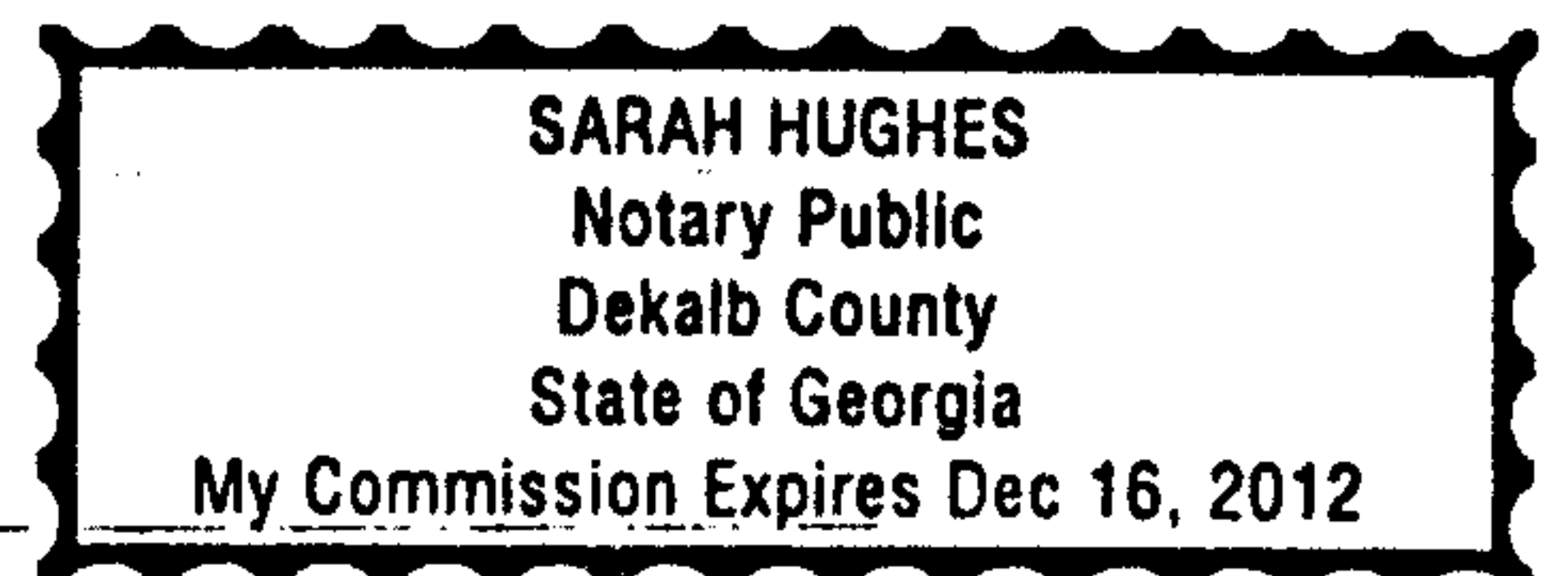
being informed of the contents herein

Given under my hand and official seal this 18 day of May, 2010.

S. Hughes
 Notary Public

[SEAL]

My Commission expires: _____



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EXHIBIT A

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Legal Description of the Original Property

Part of Lot 1, according to the Survey of Greystone, 3rd Sector, also known as Greystone Commercial Properties, as recorded in Map Volume 14, Page 79, in the Office of the Judge of Probate of Shelby County, Alabama, being more particularly described as follows:

From the existing 2 inch capped iron pipe being the locally accepted most Northerly corner of said Lot 1, run in a Southwesterly direction along the Southeast right of way line of Alabama Highway #119 for a distance of 555 feet to an existing iron rebar set by Weygand and being the point of beginning; thence turn an angle to the left 103 degrees, 00 minutes and run in an Southeasterly direction for a distance of 405.0 feet to an existing iron rebar; thence turn an angle to the left of 20.40 feet and run in an Easterly direction for a distance of 305.0 feet to an existing iron rebar; thence turn an angle to the right of 74 degrees, 0 minutes and run in a Southeasterly direction for a distance of 273.0 feet to an existing iron rebar; thence turn an angle to the right of 11 degrees, 02 minutes, 21 seconds and run in a Southeasterly direction for a distance of 414.07 feet to an existing iron rebar being on the East line of said Lot 1; thence turn an angle to the right of 28 degrees, 37 minutes, 04 seconds and run in a Southwesterly direction along the East line of said Lot 1 for a distance of 467.12 feet to an existing iron rebar being a corner of said Lot 1 and being on the North right of way line of Greystone Way and being on a curve, said curved North right of way line of Greystone Way being concave in a Northerly direction and having a central angle of 43 degrees, 51 minutes, 30 seconds and a radius of 410.0 feet; thence turn an angle to the right (78 degrees, 10 minutes, 22 seconds to the chord of said curve) and run in a Westerly direction along the arc of said curve and along the North right of way line of said Greystone Way for a measured distance of 305.90 feet along the chord for an arc length of 313.85 feet to an existing iron rebar being a point of ending of said curve and still being on the North right of way line of Greystone Way; thence turn an angle to the right (21 degrees, 49 minutes, 24 seconds from last mentioned chord line) and run in a Northwesterly direction along the North right of way line of said Greystone Way for a measured distance of 457.44 feet to an existing iron rebar; thence turn an angle to the right of 3 degrees, 41 minutes, 36 seconds and run in a Northwesterly direction along the North right of way line of said Greystone Way for a distance of 157.83 feet to an existing iron rebar; thence turn an angle to the left of 3 degrees, 40 minutes, 57 seconds and run in a Northwesterly direction along the Northerly right of way line of said Greystone Way for a measured distance of 272.76 feet to an existing iron rebar at the point of beginning of a curve, said latest curve being concave in a Northeasterly direction and having a central angle of 89 degrees, 55 minutes, 00 seconds and a radius of 25.00 feet; thence turn an angle to the right and run in a Northwesterly and Northerly direction along the arc of said curve for a distance of 39.23 feet (chord measures 35.33 feet and to obtain the chord turn an angle to the right of 44 degrees, 28 minutes, 05 seconds from last mentioned 272.76 line) to a point of ending of said curve and being marked by an existing iron rebar and being on the East right of way line of Alabama Highway #119, said point being on a curve, said curve being concave in a Southeasterly direction and having a central angle of 0 degrees, 57 minutes, 55 seconds and a radius of 5,769.57 feet; thence run in a Northerly direction along the East right of way line of said Alabama Highway #119 and along the arc of said curve for a distance of 97.20 feet to an existing iron rebar set by Weygand; thence continue in a Northeasterly direction along the East right of

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way line of said Alabama Highway #119 for a distance of 679.80 feet, more or less, to the point of beginning. Situated in Shelby County, Alabama.



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Exhibit A-1

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Legal Description of the Property

A part of Lot 1, Greystone – 3rd Sector as recorded in Map Book 14, Page 79 in the office of the Judge of Probate of Shelby County, Alabama and situated in the NW $\frac{1}{4}$ and the NE $\frac{1}{4}$ of Section 32, Township 18 South, Range 1 West Shelby County, Alabama and being more particularly described as follows:

Commence at the Southeasterly Corner of Lot 1, Greystone – 3rd Sector as recorded in Map Book 14, Page 79 in the office of the Judge of Probate of Shelby County, Alabama, and said point on the Northerly right-of-way line of Greystone Way as recorded in Map Book 29, Page 123 in the office of the Judge of Probate of Shelby County, Alabama, and run in a Northeasterly direction along the Southeasterly line of said Lot 1 a distance of 475.06 feet to a point; thence 28 degrees 31 minutes 55 seconds to the left in a Northwesterly direction a distance of 413.33 feet to a point; thence 11 degrees 02 minutes 21 seconds to the left in a Northwesterly direction a distance of 273.00 feet to a point; thence 74 degrees 00 minutes 00 seconds to the left in a Westerly direction a distance of 16.64 feet to the Point of Beginning; thence continue along the last described course in a Westerly direction a distance of 288.36 feet to a point; thence 20 degrees 40 minutes 00 seconds to the right in a Northwesterly direction a distance of 405.00 feet to a point on the Southeasterly right-of-way line of Alabama Highway No. 119 (Cahaba Valley Road); thence 77 degrees 00 minutes 00 seconds to the left in a Southwesterly direction along the Southeasterly right-of-way line of Alabama Highway No. 119 (Cahaba Valley Road) a distance of 702.97 feet to the P.C. (point of curve) of a curve to the left having a radius of 5689.58 feet and a central angle of 0 degrees 49 minutes 53 seconds; thence in a South westerly direction along the arc of said curve and the Southeasterly right-of-way line of Alabama Highway No. 119 (Cahaba Valley Road) a distance of 82.57 feet to the P.C.C. (point of compound curve) of a curve to the left having a radius of 25.60 feet and a central angle of 89 degrees 07 minutes 58 seconds, said curve lying on the Northeasterly right-of-way line of Greystone Way; thence in a Southwesterly, Southerly and Southeasterly direction along the arc of said curve and the right-of-way line of Greystone Way a distance of 39.83 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southeasterly direction along the Northeasterly right-of-way line of Greystone Way a distance of 272.56 feet to a point; thence 3 degrees 37 minutes 56 seconds to the right in a Southeasterly direction along the Northeasterly right-of-way line of Greystone Way a distance of 157.86 feet to a point; thence 3 degrees 37 minutes 56 seconds to the left in a Southeasterly direction along the Northeasterly right-of-way line of Greystone Way a distance of 250.12 feet to a point; thence 88 degrees 50 minutes 36 seconds to the left in a Northeasterly direction (leaving said right-of-way line) a distance of 72.81 feet to the P.C. (point of curve) of a curve to the right having a radius of 370.50 feet and a central angel of 23 degrees 26 minutes 54 seconds; thence in a Northeasterly direction along the arc of said curve a distance of 151.63 feet to the P.R.C. (point of reverse curve) of a curve to the left having a radius of 517.00 feet and a central angel of 24 degrees 29 minutes 13 seconds; thence in a Northeasterly direction along the arc of said curve a distance of 220.95 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Northeasterly direction a distance of 70.27 feet to a point; thence 90 degrees 00 minutes to the right in a Southeasterly direction a distance of 25.00 feet to a point; thence 90 degrees 00 minutes to the left in a Northeasterly direction a distance of

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39.65 feet to the P.C. (point of curve) of a curve to the left having a radius of 655.00 feet and a central angle of 47 degrees 12 minutes 36 seconds; thence in a Northeasterly, Northerly and Northwesterly direction along the arc of said curve a distance of 539.70 feet to a point; thence 78 degrees 56 minutes 03 seconds to the right (angle measured to tangent) in a Northeasterly direction a distance of 55.73 feet to the Point of Beginning.

Containing 15.980 acres.

