


Prepared By:  
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20120313000086340 1/5 \$24.00  
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## RELEASE

This **RELEASE** ("**Agreement**") is made and entered into this **29** day of November, 2011, by and between **REGIONS BANK**, an Alabama banking corporation ("**Regions**") and **WFS HOLDINGS, LLC**, an Alabama limited liability company ("**Borrower**"), and **W. FRANK SPENCER, III**, ("**Guarantor**") (Borrower and Guarantor together are herein referred to as "**Obligors**", and individually, an "**Obligor**").

## RECITALS:

KNOW ALL PERSONS BY THESE PRESENTS,

A. Regions is the holder of that certain Promissory Note, as more particularly described on Exhibit A (the "**Note**").

B. Guarantor has guaranteed the repayment of the Note.

C. Regions and Brad Collins ("**Purchaser**") entered into a Sale and Assignment Agreement dated November 10, 2011 (the "**Sale Agreement**"), pursuant to which Regions will assign all interests in the Note and the underlying loan evidenced by the Note (the "**Loan**") to Purchaser (the "**Loan Sale**").

D. Regions has agreed to the Loan Sale; however, as a condition to the Sale Agreement, Regions has required that Obligors execute and deliver this Agreement to Regions in consideration therefor.

## AGREEMENT:

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Obligors agree as follows:

1. Release. Subject to the closing of the Loan Sale, each Obligor hereby releases, acquits, and forever discharges Regions, and each and every past and present subsidiary, affiliate, stockholder, officer, director, agent, servant, employee, representative, and attorney of Regions, together with its successors and assigns, including without limitation, each Purchaser (collectively, the "**Released Parties**"), of and from any and all claims, causes of action, suits, debts, liens, obligations, liabilities, demands, losses, costs and expenses (including attorneys' fees) of any kind, character, or nature whatsoever, known or unknown, fixed or contingent, which any Obligor has or may have or claim, or may have had or claimed at any time in the past, or may have at any time in the future, arising from, arising out of, or in any manner related or incidental to, the Loan, the Note, any of the other documents executed or delivered in connection with the Loan and the Note (collectively, the "**Loan Documents**"), the Sale Agreement, or any of the transactions described in or contemplated by the Note, any of the other Loan Documents, or the Sale Agreement. The provisions of this section shall be binding upon the undersigned, and



the undersigned's heirs, successors and assigns, and shall inure to the benefit of Regions, the other Released Parties, and their respective heirs, successors and assigns.

2. Assignment of Claims. Each Obligor acknowledges, represents, and warrants to Regions that such Obligor has not assigned to any other person or entity any portion of any claim or potential claim which would otherwise be a released claim pursuant to paragraph 1 above.

3. Reassertion of Released Claim. Each Obligor covenants and agrees that he, she or it, as the case may be, will not at any time hereafter attempt to assert a released claim against Regions or any of the other Released Parties, or any of their respective heirs, successors or assigns, for any matter which is the subject of this Agreement.

4. Successors and Assigns. This Agreement shall be binding upon each Obligor, and his, her or its respective heirs, successors and assigns.

5. Arbitration. Any controversy, claim, dispute or issue related to or arising from (A) the interpretation, negotiation, execution, assignment, administration, repayment, modification, or extension of this Agreement, (B) any charge or cost incurred under this Agreement; (C) the collection of any amounts due under this Agreement or any assignment thereof; (D) any alleged tort related to or arising out of this Agreement; or (E) any breach of any provision of this Agreement, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA Rules"). Any disagreement as to whether a particular dispute or claim is subject to arbitration under this paragraph shall be decided by arbitration in accordance with the provisions of this paragraph. The Expedited Procedures of the AAA Rules shall apply in any dispute where the aggregate of all claims and the aggregate of all counterclaims each is in an amount less than \$100,000. Judgment upon any award rendered by any arbitrator in any such arbitration may be entered in any Court having jurisdiction thereof. Any demand for arbitration under this Agreement shall be made within the time period limitations specified in this Agreement or, if none is specified, no later than the date when any judicial action upon the same matter would be barred under any applicable statute of limitations. Any dispute as to whether the applicable time period or statute of limitations bars the arbitration of such matter shall be decided by arbitration in accordance with the provisions of this paragraph. The locale of any arbitration proceedings under this Agreement shall be in Birmingham, Alabama. This Agreement evidences a "transaction involving commerce" under the Federal Arbitration Act, and Regions and Obligors hereby waive and relinquish any right to claim otherwise. **WITH RESPECT TO DISPUTES SUBMITTED TO ARBITRATION, BUYER EXPRESSLY WAIVES ALL RIGHT TO A TRIAL BY JURY.**

*[Remainder of Page Intentionally Left Blank.]*

29<sup>th</sup> IN WITNESS WHEREOF, each Obligor has hereunto executed this Agreement on this day of November, 2011.

WFS HOLDINGS, LLC

By William Frank Spencer III  
Name: WILLIAM FRANK SPENCER III  
Its: MEMBER

STATE OF Alabama )

Jefferson COUNTY )

I, the undersigned, a Notary Public in and for said county in said State, certify that William Frank Spencer, III, whose name as Member of **WFS Holdings, LLC**, 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 officer of such company, and with full authority, executed the same voluntarily for and as the act of said company.


Given under my hand and official seal this 29<sup>th</sup> day of November, 2011.

Wendy M. Gulch  
Notary Public

AFFIX SEAL

My commission expires: \_\_\_\_\_

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Aug 1, 2015  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

  
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W. Frank Spencer III  
W. FRANK SPENCER, III

STATE OF Alabama )  
Jefferson COUNTY )

I certify that W. Frank Spencer, III personally appeared before me this day, acknowledging to me that she signed the foregoing document.

Given under my hand and official seal this 29th day of November, 2011.

Gwendolyn M. Fields  
Notary Public

[NOTARIAL SEAL]

My commission expires: \_\_\_\_\_

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Aug 1, 2015  
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Exhibit A

Promissory Note dated September 22, 2011, executed by WFS Holdings, LLC, in favor of Regions Bank, in the principal amount of \$174,500.00, amending that certain Note for Business and Commercial Loans dated March 1, 2011, executed by WFS Holdings, LLC, in favor of Regions Bank, in the principal amount of \$174,500.00, amending that certain Note for Business and Commercial Loans dated September 10, 2010, executed by WFS Holdings, LLC, in favor of Regions Bank, in the principal amount of \$209,400.00, amending that certain Note for Business and Commercial Loans dated February 10, 2010, executed by WFS Holdings, LLC, in favor of Regions Bank, in the principal amount of \$209,400.00, amending that certain Note for Business and Commercial Loans dated September 1, 2009, executed by WFS Holdings, LLC, in favor of Regions Bank, in the principal amount of \$244,300.00, amending that certain Note for Business and Commercial Loans dated August 10, 2007, executed by WFS Holdings, LLC, in favor of Regions Bank, in the principal amount of \$523,500.00

  
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