
20120727000272210 1/7 \$30.00
Shelby Cnty Judge of Probate, AL
07/27/2012 02:28:01 PM FILED/CERT

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After Recording Return to:

David W. Cranshaw, Esq.
Morris, Manning & Martin, LLP
3343 Peachtree Road, NE
1600 Atlanta Financial Center
Atlanta, Georgia 30326

Cross Reference:

Memorandum of Lease dated December 20, 2007,
recorded in Instrument No. 20071227000578710,
Shelby County Judge of Probate, Alabama office

**TERMINATION AND RELEASE OF
NONDISTURBANCE, ATTORNMENT AND SUBORDINATION AGREEMENT**

THIS TERMINATION AND RELEASE OF NONDISTURBANCE, ATTORNMENT AND SUBORDINATION AGREEMENT ("Termination Agreement") is made and entered into on the 23 day of July, 2012, by and between WELLS FARGO AND COMPANY f/k/a Wachovia Bank, National Association ("Lender") and BUILDERS FIRST SOURCE - SOUTHEAST GROUP, INC., a Delaware corporation ("Tenant").

WITNESSETH:

WHEREAS, Wachovia Bank, National Association and Tenant previously entered into that certain Nondisturbance, Attornment and Subordination Agreement dated December 20, 2007, and recorded as Instrument No. 20071227000578720, Shelby County, Judge of Probate, Alabama records (the "NDA") relating to a Lease dated December 20, 2007 (the "Lease") between The Manis Family Limited Partnership, as landlord ("Landlord") and Tenant;

WHEREAS, Lender is the successor in interest to Wachovia Bank, National Association;

WHEREAS, in light of the purchase of the real property which is the subject of the Lease, and the termination of the Lease, Lender and Tenant desire to terminate, release and cancel the NDA.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

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1. Termination, Release and Cancellation of the NDA. Lender and Tenant hereby jointly terminate, release, cancel and discharge the NDA in its entirety, and declare that the same be deemed null, void and of no further force or effect, effective as of the date of this Agreement. Lender and Tenant each hereby releases the other, together with their past or present officers, directors, employees, agents, attorneys, insurers, affiliated companies, successors and assigns from any and all obligations under the NDA and agree to waive any action in connection thereto.

2. Direction to Clerk of Court. The Clerk of the Shelby County, Alabama Judge of Probate office is hereby directed to mark the NDA as terminated and canceled in the records of the Shelby County, Alabama Judge of Probate office.

3. Authority. Each person executing this Termination Agreement on behalf of a party represents and warrants to the other party that such person is duly authorized to execute this instrument on behalf of such party.

4. Entire Agreement. This Termination Agreement represents the entire understanding and agreement of the parties hereto with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and between such parties.

5. Binding Effect. All of the terms and conditions of this Termination Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective legal representatives, successors and assigns.

6. Counterparts. This Termination Agreement may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one (1) agreement, but in making proof of this Termination Agreement, it shall not be necessary to produce or account for more than one such counterpart.

IN WITNESS WHEREOF, the parties have caused this Termination Agreement to be executed effective as of the Effective Date set forth above.

LENDER:

WELLS FARGO AND COMPANY
f/k/a Wachovia Bank, National Association

By: 

Name: Michael J. Neal

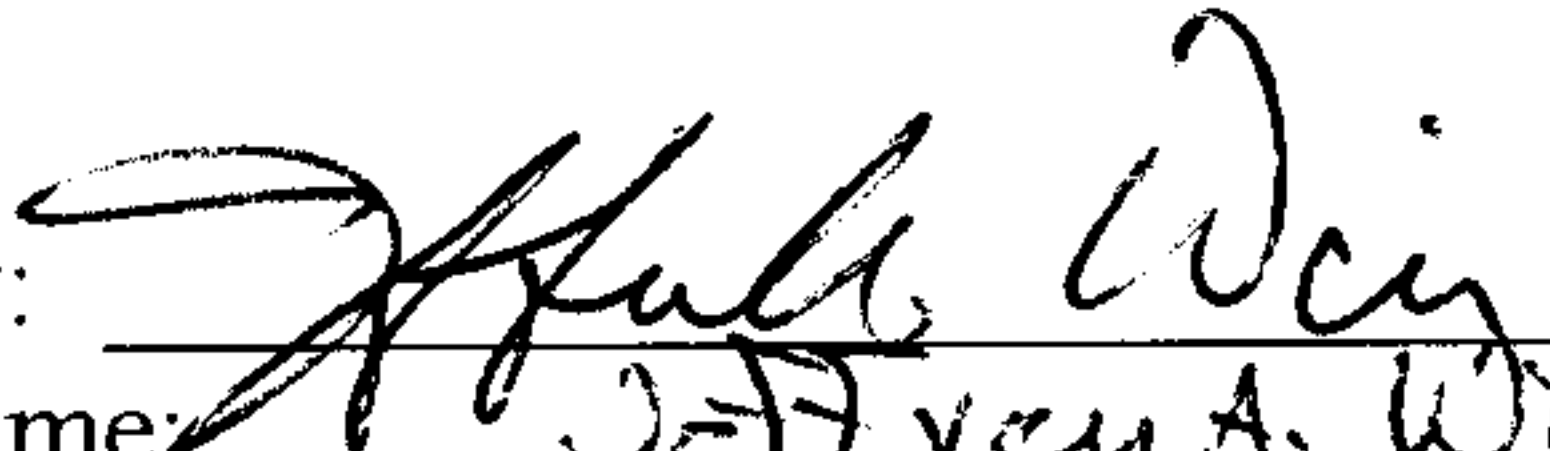
Title: VP

[SIGNATURE CONTINUED ON FOLLOWING PAGE]

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TENANT:

BUILDERS FIRST SOURCE-
SOUTHEAST GROUP, LLC,
a Delaware limited liability company

By: 
Name: Jeffery A. Wier
Title: Vice President

Acknowledged and Agreed to by:

THE MANIS FAMILY LIMITED PARTNERSHIP,
A Georgia limited partnership

By: Manis Real Estate Investments, LLC,
A Georgia limited liability company,
Sole General Partner

By: _____
James T. Manis, Manager

By: _____
Mark W. Manis, Manager

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TENANT:

BUILDERS FIRST SOURCE-
SOUTHEAST GROUP, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Acknowledged and Agreed to by:

THE MANIS FAMILY LIMITED PARTNERSHIP,
A Georgia limited partnership

By: Manis Real Estate Investments, LLC,
A Georgia limited liability company,
Sole General Partner

By: James T. Manis, Manager
James T. Manis, Manager

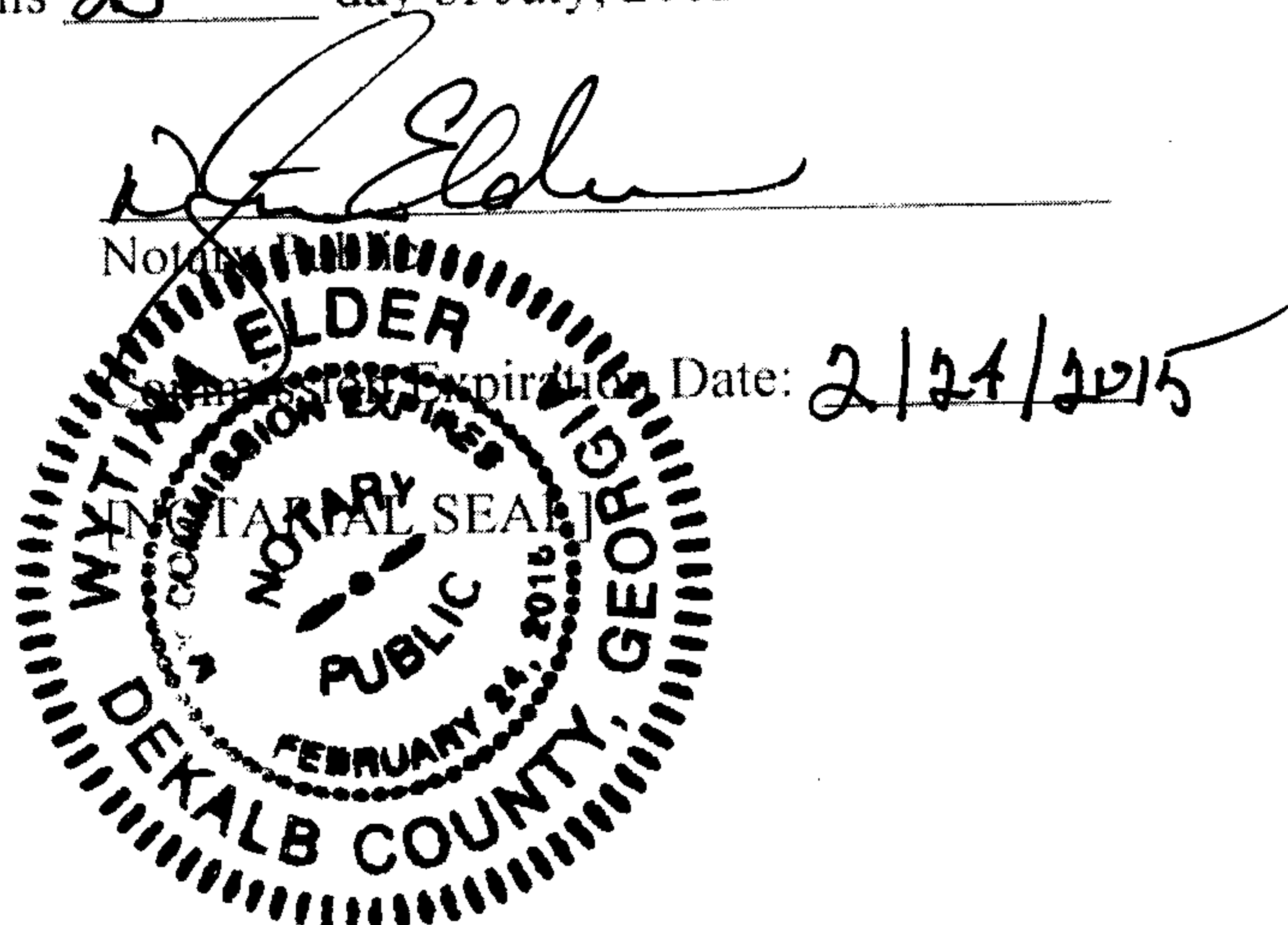
By: Mark W. Manis, Manager
Mark W. Manis, Manager

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STATE OF Georgia
COUNTY OF DeKalb

I, Wytiua Elder, a Notary Public in and for said County in said State, hereby certify that Michael Oneal whose name as Vice President Wells Fargo and Company f/k/a Wachovia Bank, National Association, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and seal, this 23 day of July, 2012.



STATE OF _____

COUNTY OF _____

I, _____, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of Builders First Source - Southeast Group, LLC, a Delaware limited partnership is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and seal, this _____ day of July, 2012.

Notary Public

Commission Expiration Date: _____

[NOTARIAL SEAL]

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STATE OF _____

COUNTY OF _____

I, _____, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of Wells Fargo and Company f/k/a Wachovia Bank, National Association, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and seal, this _____ day of July, 2012.

Notary Public

Commission Expiration Date: _____

[NOTARIAL SEAL]

STATE OF Texas

COUNTY OF Dallas

I, Donna Chitty, a Notary Public in and for said County in said State, hereby certify that Jeffrey A. Wier, whose name as Vice President of Builders First Source - Southeast Group, LLC, a Delaware limited partnership is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and seal, this 24 day of July, 2012.

Donna Chitty
Notary Public

Commission Expiration Date: 5/26/15

[NOTARIAL SEAL]



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STATE OF GEORGIA

COUNTY OF Floyd

I, Kim J Ward, a Notary Public in and for said County in said State, hereby certify that James T. Manis and Mark W. Manis, whose names as Managers of Manis Real Estate Investments, LLC, a Georgia limited liability company, sole general partner of The Manis Family Limited Partnership, a Georgia limited partnership, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said entities.

Given under my hand and seal, this 24 day of July, 2012.

Kim J. Ward
Notary Public

Commission Expiration Date: 1-9-14

[NOTARIAL SEAL]



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