

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

TERMINATION OF REPURCHASE OPTION AGREEMENT

This Termination of Repurchase Option Agreement (the "Termination") is made the 16th day of October, 2017 (the "Effective Date"), by CT BTS, LLC, an Arkansas limited liability company ("CT BTS"), and EBSCO Industries, Inc., a Delaware corporation ("EBSCO").

WITNESSETH

WHEREAS, CT BTS is the owner of the real property described as: LOT 2, ACCORDING TO THE SURVEY OF TATTERSALL PARK SURVEY, NO. 1 AS RECORDED IN MAP BOOK 46, PAGE 85, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA (the "Property");

WHEREAS, CT BTS purchased the Property from EBSCO on February 23, 2017 for the purpose of constructing and indoor trampoline facility;

WHEREAS, at the time CT BTS purchased the Property from EBSCO, CT BTS and EBSCO entered that certain Repurchase Option Agreement dated February 23, 2017, filed for record February 24, 2017, recorded in Instrument 20170224000065880, in the Probate Office of Shelby County, Alabama (the "Agreement");

WHEREAS, the Agreement provides that the Agreement shall terminate upon Completion of Construction (as defined in the Agreement); and

WHEREAS, the Completion of Construction has occurred and CT BTS and EBSCO desire to terminate the Agreement.

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

1. Termination. The Agreement is hereby terminated and abandoned by the parties hereto. The Agreement shall have no further effect on the Property.

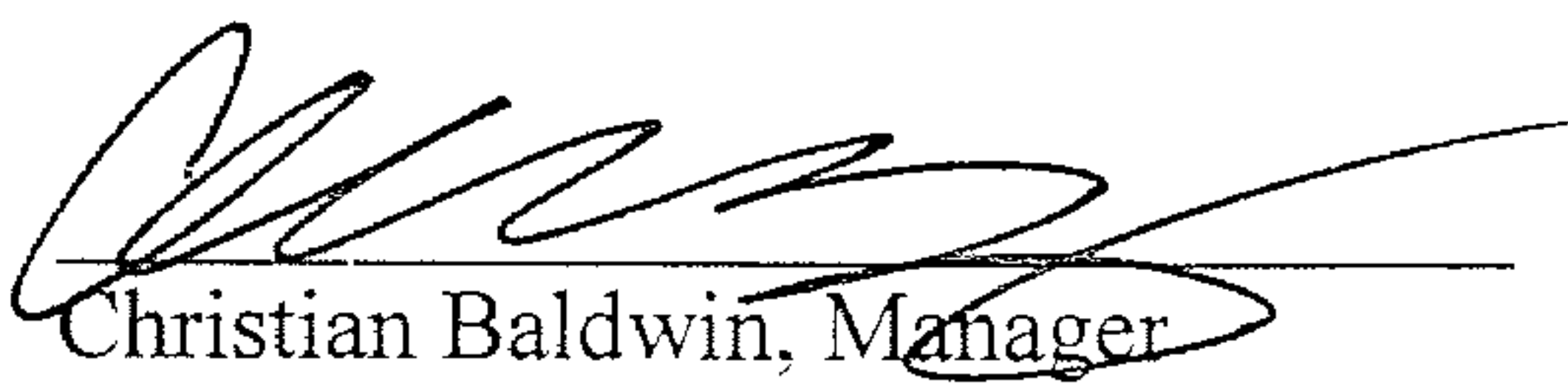
2. Binding Effect. This Termination shall be binding upon, and shall inure to the benefit of, and be enforceable by the parties hereto and their respective successors and assigns.
3. Authority. The parties executing this Termination represent that they have the full authority to bind their respective entities, and all appropriate and necessary actions have been taken in order to authorize the transactions contemplated by this Termination.
4. Governing Law. This Termination shall be construed and interpreted in accordance with and governed by the laws of the State of Alabama.
5. Counterparts. This Termination may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one in the same instrument.
6. Further Actions. At any time and from time to time on or after the Effective Date, each party agrees, without further consideration, to take such actions and to execute and deliver such documents as may be reasonably necessary to effectuate the purposes of this Termination.

In WITNESS WHEREOF, the parties have executed this Termination of Repurchase Option Agreement as of the date first set forth above.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK – SIGNATURE PAGES TO FOLLOW]

CT BTS, LLC, an Arkansas limited liability company

By: The McLain Group, LLC, and Arkansas limited liability company, Its Manager

By: 
Christian Baldwin, Manager

~~**EBSCO Industries, Inc.**~~, a Delaware corporation

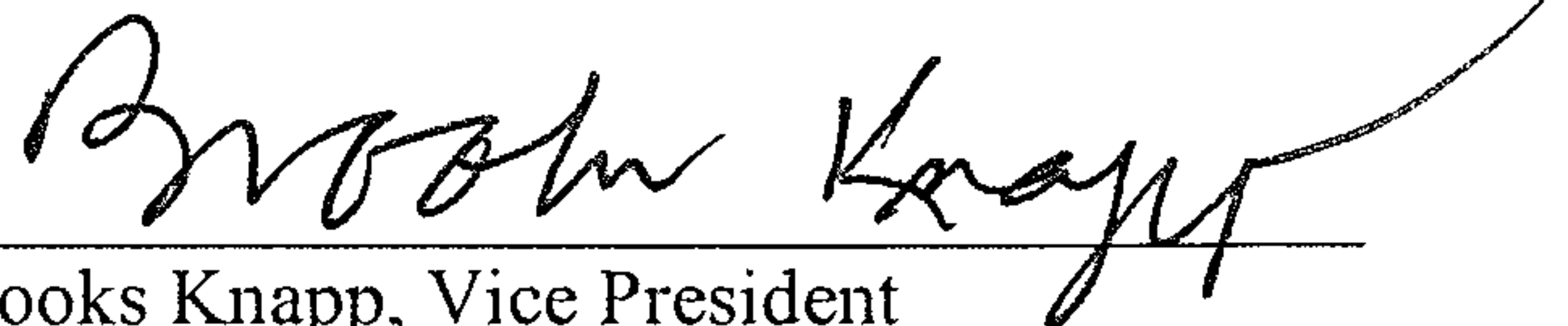
By: 
Brooks Knapp, Vice President

~~CT BTS, LLC, an Arkansas limited liability company~~

~~By: The McLain Group, LLC, and Arkansas limited liability company, Its Manager~~

~~By: _____
Christian Baldwin, Manager~~

EBSCO Industries, Inc., a Delaware corporation

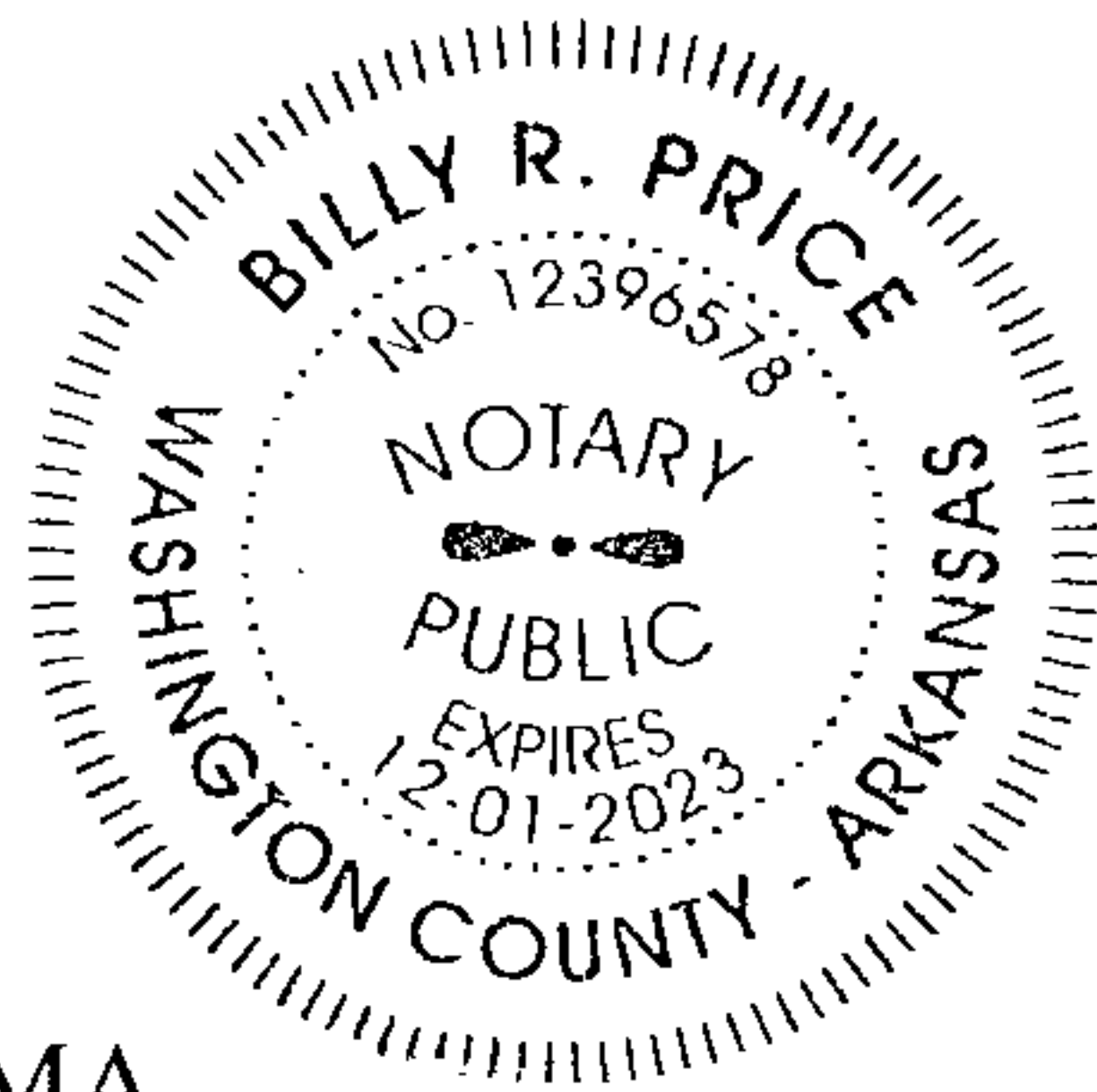
By: 
Brooks Knapp, Vice President

STATE OF ARKANSAS
COUNTY OF WASHINGTON

I, the undersigned, a notary public in and for said county in said state, hereby certify that Christian Baldwin, whose name as Manager of The McLain Group, LLC, an Arkansas limited liability company, as Manager of CT BTS, LLC, an Arkansas 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 said instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company in its capacity as Manager of CT BTS, LLC.

Given under my hand and official seal this 28th day of September, 2017.

[NOTARIAL SEAL]



B.R. Price
Notary Public
My Commission expires: _____

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a notary public in and for said county in said state, hereby certify that Brooks Knapp, whose name as Vice President of EBSCO Industries, Inc., a Delaware Corporation, 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 and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this ____ day of September, 2017.

[NOTARIAL SEAL]

Notary Public
My Commission expires: _____

STATE OF ARKANSAS
COUNTY OF WASHINGTON

I, the undersigned, a notary public in and for said county in said state, hereby certify that Christian Baldwin, whose name as Manager of The McLain Group, LLC, an Arkansas limited liability company, as Manager of CT BTS, LLC, an Arkansas 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 said instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company in its capacity as Manager of CT BTS, LLC.

Given under my hand and official seal this ___ day of September, 2017.

Notary Public

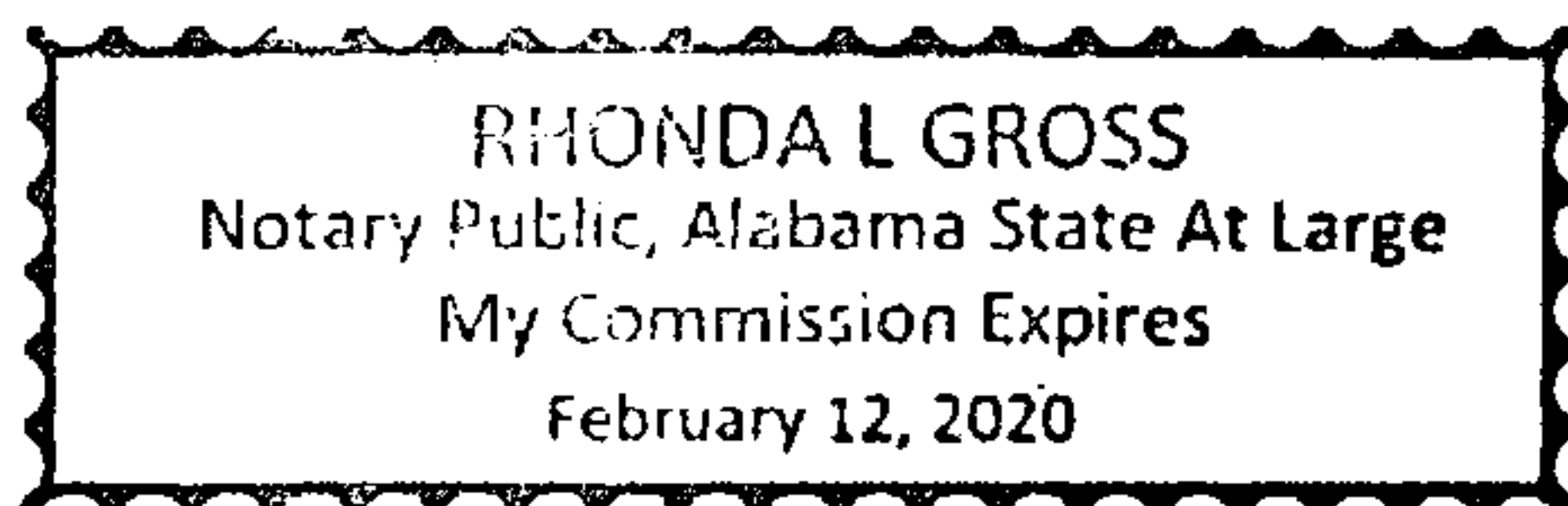
My Commission expires: _____

[NOTARIAL SEAL]

STATE OF ALABAMA
~~JEFFERSON~~ COUNTY
Shelby

I, the undersigned, a notary public in and for said county in said state, hereby certify that Brooks Knapp, whose name as Vice President of EBSCO Industries, Inc., a Delaware Corporation, 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 and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 21st day of September, 2017.





Notary Public

My Commission expires: 2-12-2020

[NOTARIAL SEAL]



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
10/18/2017 03:09:49 PM
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