
*This Instrument Prepared By, And
After Recording Return To:*

Jeff Baker
Burr & Forman LLP
420 North 20th St., Suite 3400
Birmingham, AL 35203
205.251.3000

STATE OF ALABAMA)
SHELBY COUNTY)

LEASE TERMINATION AND RELEASE AGREEMENT

THIS LEASE TERMINATION AND RELEASE AGREEMENT (this "Agreement"), is made and entered into as of the 24 day of FEBRUARY, 2020 (the "Effective Date"), by and between **THE INDUSTRIAL DEVELOPMENT BOARD OF THE TOWN OF VINCENT**, a public corporation organized under the laws of the State of Alabama (the "Board"), and **HEADQUARTERS PARTNERSHIP, LTD.**, an Alabama limited partnership and successor by conversion to Headquarters Partnership, an Alabama general partnership (the "Company").

RECITALS:

Reference is hereby made to that certain Lease Agreement recorded in the Office of the Shelby County Judge of Probate in Book 299, page 47 (as heretofore amended, modified, supplemented, extended or renewed, the "Lease"), by and between the Board, as lessor, and the Company, as lessee. Capitalized terms used herein without definition shall have the respective meanings set forth in the Lease. The Company has exercised its right and option to purchase the Project from the Board pursuant to Section 10.1 of the Lease, and the Board has executed and delivered to the Company a Statutory Warranty Deed conveying all of the Board's right, title and interest in the Project to the Company. The parties now desire to release and relinquish their respective rights under the Lease and to terminate the Lease, all as set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing Recitals and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. The Lease is hereby terminated and rendered null and void and of no further force and effect, such termination to be deemed effective for all purposes on and as of the Effective Date.

2. The Company agrees to indemnify and hold harmless the Board, its agents, servants, directors, officers and employees from any and all claims, causes of action, damages, governmental orders, judgments, liability, reasonable attorney's fees and costs, including, but not limited to, costs for testing, monitoring, clean-up, remediation, containment, treatment, detoxification or neutralization, asserted by or on behalf of any person, firm, corporation, or governmental authority, arising out of actual or alleged presence or discharge, disposal, release or escape of any Hazardous Substances existing on or under or emanating from the Property prior to the date and time of recording the Statutory Warranty Deed conveying the Property to the Company. The term Hazardous Substances is intended to include any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalines, chemicals and waste. The foregoing indemnity is given for the exclusive benefit of the indemnified parties identified herein, it being the intention of the parties that such indemnity may not be relied upon by and shall not inure to the benefit of any other person, firm, corporation, or governmental authority.

3. Except as specifically provided in Section 2 above, the parties hereto hereby remise, release and forever discharge each other, their respective subsidiaries, affiliates, officers, directors, shareholders, members, managers, agents, representatives, successors and assigns of and from any and all causes of action, damages, liabilities, claims and demands arising out of the Lease or the use and occupancy of the Project under the Lease.

4. The Board represents that it has the right, power and authority to accept termination and release of the Lease and to discharge the Company of all rights, obligations and duties under the Lease.

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

[No further text on this page. Signature pages follow.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be properly executed and delivered as of the day and year first above written.

THE INDUSTRIAL DEVELOPMENT BOARD
OF THE TOWN OF VINCENT

ATTEST:

By: Don Driggers [SEAL]
Print Name: DON DRIGGERS
Title: Chairman

By: M. Acker
Print Name: M. Acker
Title: Secretary / Treasurer

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Don Driggers, whose name as Chairman of The Industrial Development Board of the Town of Vincent, a public corporation organized under the laws of the State of Alabama, 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 instrument, s/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 26th day of February, 2020.

Bucky C. Sanders
NOTARY PUBLIC
My Commission Expires February 17, 2021

HEADQUARTERS PARTNERSHIP, LTD., an
Alabama limited partnership

By: Headquarters Management Company, Inc.,
its general partner

By: [Signature]
Print Name: J.T. Stephens
Title: Manager

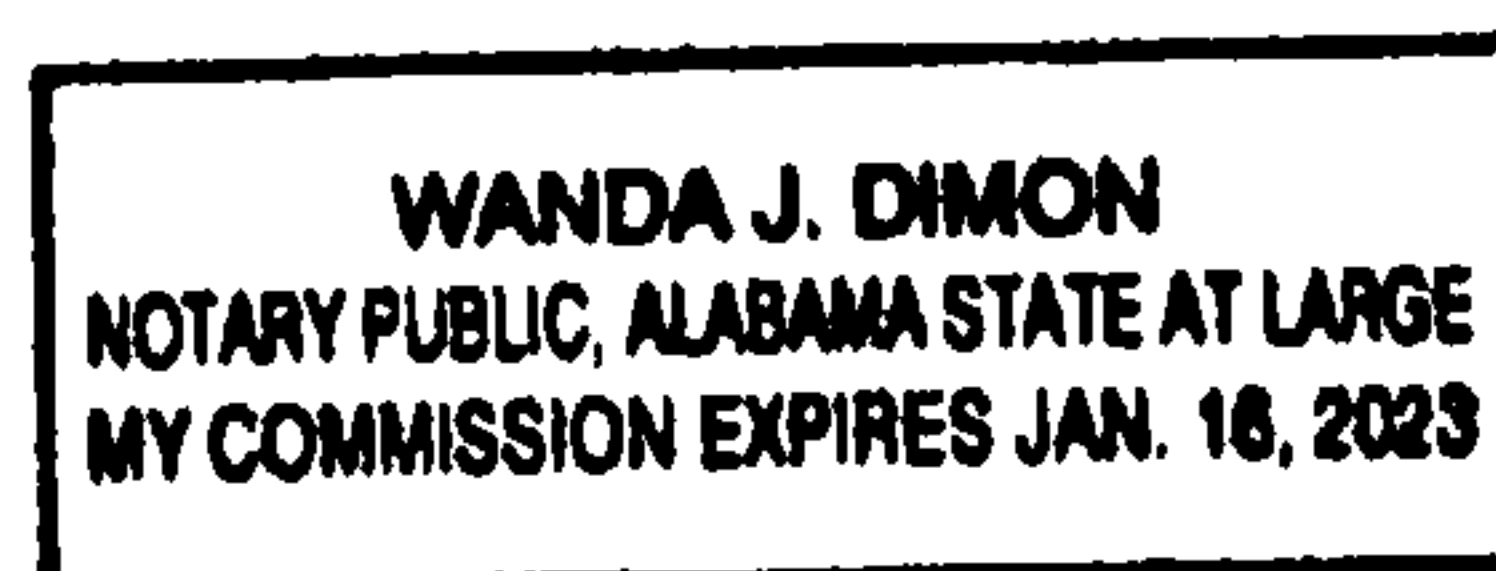
STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that
J.T. Stephens, whose name as Manager
of Headquarters Management Company, Inc., in its capacity as general partner of Headquarters
Partnership, Ltd., an Alabama 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 the
instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as
the act of said corporation, acting in its capacity as general partner as aforesaid.

Given under my hand and official seal this 27 day of Feb., 2020.

[Signature]
NOTARY PUBLIC

My Commission Expires: Jan 18, 2023



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
05/28/2020 08:00:36 AM
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[Signature]