

ACKNOWLEDGMENT AND RELEASE

This Acknowledgement and Release, dated as of December 8, 2020 (this "Release Agreement"), between Lillian R. Somers ("Somers"), and William T. Bezkor, Jr. ("Bezkor," and together with Somers, the "Parties," and each, a "Party").

WHEREAS, Bezkor executed to the order of Somers that certain Promissory Agreement dated August 16, 2013 and recorded on September 19, 2013 in the office of the Judge of Probate in Shelby County, Alabama, Instrument Number 20130919000379140 (the "Note"), in the principal amount of \$100,000.00 (the "Payment");

WHEREAS, Bezkor executed in favor of Somers that certain Mortgage dated August 16, 2013 and recorded on September 19, 2013 in the office of the Judge of Probate in Shelby County, Alabama, Instrument Number 20130919000379130 (the "Mortgage");

WHEREAS, the Parties executed that First Amendment to Promissory Agreement and Mortgage effective August 24, 2014, which extended the maturity date of the Note;

WHEREAS, the Parties executed that Second Amendment to Promissory Agreement and Mortgage effective August 24, 2015, which extended the maturity date of the Note;

WHEREAS, the Parties executed that Third Amendment to Promissory Agreement and Mortgage effective August 24, 2016, which extended the maturity date of the Note;

WHEREAS, the Parties executed that Fourth Amendment to Promissory Agreement and Mortgage effective August 16, 2017, which extended the maturity date of the Note;

WHEREAS, the Parties executed that Fifth Amendment to Promissory Agreement and Mortgage effective August 21, 2018, which extended the maturity date of the Note;

WHEREAS, the Parties executed that Sixth Amendment to Promissory Agreement and Mortgage effective July 25, 2019, which extended the maturity date of the Note;

WHEREAS, the Parties executed that Seventh Amendment to Promissory Agreement and Mortgage effective August 15, 2020, which extended the maturity date of the Note; and

WHEREAS, Somers desires to execute and deliver this Release Agreement on the terms and conditions set out herein.

NOW, THEREFORE, in consideration of the premises set out above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Somers acknowledges and agrees as follows:

1. Satisfaction of Bezkor's Payment Obligations. Somers acknowledges receipt of the Payment and that such Payment satisfies all obligations owed by Bezkor to Somers in connection with the Note and Mortgage.

2. Release.

(a) In consideration of the Payment, effective as of the date hereof, Somers, on behalf of herself and her affiliates, heirs, successors, and assigns (collectively, "Releasers") hereby releases, waives, and forever discharges Bezkor and his affiliates, heirs, successors, and assigns (collectively, "Releasees") of and from any and all actions, causes of action, suits, losses, liabilities, rights, debts, dues, sums of money, accounts, reckonings, obligations, costs, expenses, liens, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands, of every kind and nature whatsoever, whether now known or unknown, foreseen or unforeseen, matured or unmatured,

suspected or unsuspected, in law, admiralty, or equity (collectively, "Claims"), which any of such Releasors ever had, now have, or hereafter can, shall, or may have against any of such Releasees for, upon, or by reason of any matter, cause, or thing whatsoever from the beginning of time through the date of this Release Agreement arising out of or relating to the Note or Mortgage, except for any Claims relating to rights and obligations preserved by, created by or otherwise arising out of this Release Agreement.

(b) Each Releasor understands that it may later discover Claims or facts that may be different from, or in addition to, those that it or any other Releasor now knows or believes to exist regarding the subject matter of the release contained in this Section 2, and which, if known at the time of signing this Release Agreement, may have materially affected this Release Agreement and Somers' decision to enter into it and grant the release contained in this Section 2. Nevertheless, the Releasors intend to fully, finally and forever settle and release all Claims that now exist, may exist, or previously existed, as set out in the release contained in this Section 2, whether known or unknown, foreseen or unforeseen, or suspected or unsuspected, and the release given herein is and will remain in effect as a complete release, notwithstanding the discovery or existence of such additional or different facts. The Releasors hereby waive any right or Claim that might arise as a result of such different or additional Claims or facts.

3. Representations and Warranties. Somers hereby represents and warrants to Bezkor that:

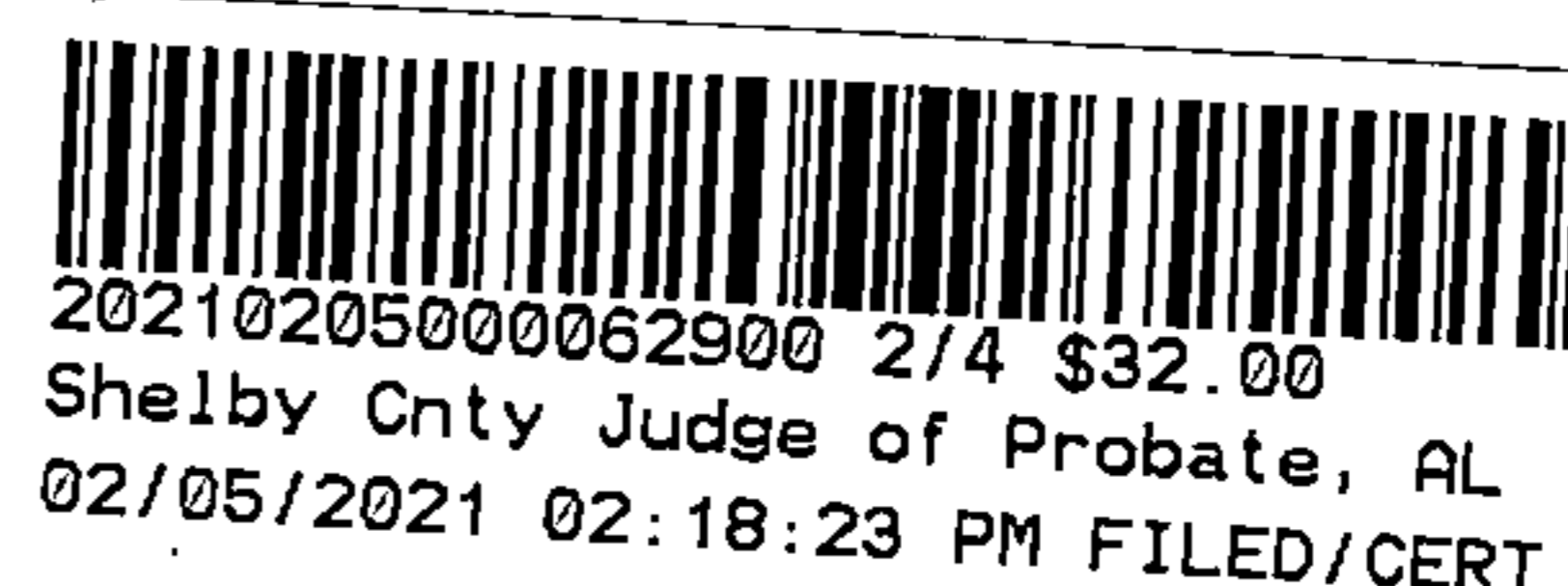
(a) She has the full right, power, and authority to enter into this Release Agreement, to grant the release contained herein and to perform his obligations hereunder.

(b) This Release Agreement has been executed and delivered by Somers and constitutes the legal, valid, and binding obligation of Somers, enforceable against her in accordance with its terms.

(c) She (i) knows of no Claims against Bezkor relating to or arising out of the Note or Mortgage that are not covered by the release contained in Section 2 and (ii) has neither assigned nor transferred any of the Claims released herein to any person and no person has subrogated to or has any interest or rights in any Claims.

4. Miscellaneous.

(a) This Release Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Alabama, without regard to its conflict of laws rules. Each of the parties hereto hereby irrevocably consents and agrees that he, she or it shall bring any action, suit or proceeding with respect to any matter arising under or relating to this Release Agreement or the subject matter hereof or thereof in any state or federal court located in Shelby County, Alabama. Each of the parties hereto hereby irrevocably accepts and submits, for himself, herself or itself and in respect of his, her or its properties, to the jurisdiction of the state and federal courts located in Shelby County, Alabama, *in personam*, generally and unconditionally, with respect to any such action, suit or proceeding. Each of the parties hereto hereby irrevocably consents to the service of process in any such action, suit or proceeding in any such court by the mailing of a copy thereof by registered or certified mail, postage prepaid, to such party at the address specified on the first page of this Release Agreement for notices to such party. In addition to or in lieu of any such service, service of process may also be made in any other manner permitted by applicable law. Each of the Parties hereto hereby irrevocably and unconditionally waives any objection or defense that it may now or hereafter have as to the in personal jurisdiction of the forum or to the laying of venue to any such action, suit or proceeding in any state or federal court located Shelby County, Alabama and



hereby irrevocably and unconditionally waives and agrees not to plead or claim that any such action, suit or proceeding brought in such court has been brought in an inconvenient or improper forum.

(b) This Release Agreement, and each of the terms and provisions hereof, may only be amended, modified, waived, or supplemented by an agreement in writing signed by each Party.

(c) Somers may not assign, transfer, or delegate any or all of her rights or obligations under this Release Agreement without the prior written consent of Bezkor. No assignment will relieve the Somers of any of his obligations hereunder. Any attempted assignment, transfer, or other conveyance in violation of the foregoing will be null and void. This Release Agreement will inure to the benefit of and be binding on each of the Parties and each of their respective permitted successors and permitted assigns.

(d) The headings in this Release Agreement are for reference only and do not affect the interpretation of this Release Agreement.

(e) If any term or provision of this Release Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Release Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(f) Somers shall, and shall cause her affiliates to, from time to time at the request of Bezkor, furnish Bezkor such further information or assurances, execute and deliver such additional documents, instruments and conveyances, and take such other actions and do such other things, as may be reasonably necessary or desirable to carry out the provisions of this Release Agreement and give effect to the transactions contemplated hereby.

(g) This Release Agreement is the sole and entire agreement of the Parties regarding the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

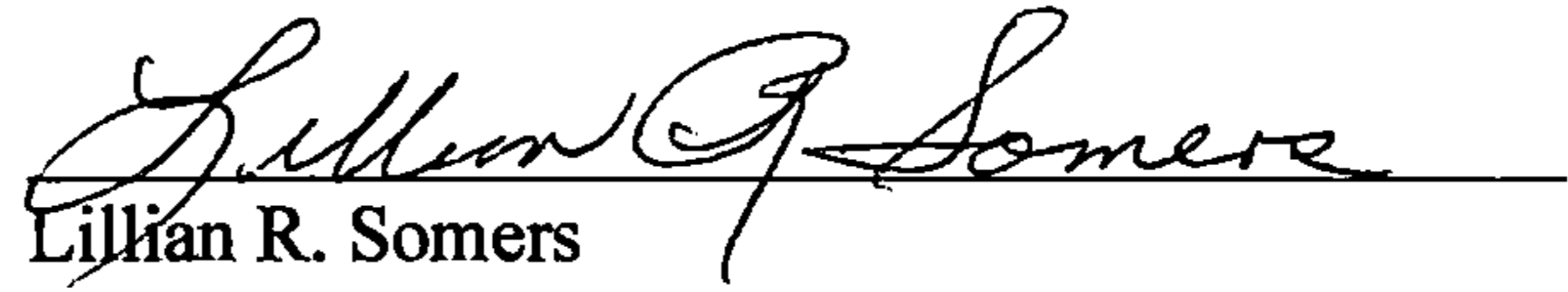
(h) Except as expressly set out in the second sentence of this Section 4(h), this Release Agreement benefits solely the Parties and their respective permitted successors and permitted assigns, and nothing in this Release Agreement, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Release Agreement. All Releasees are hereby designated as third-party beneficiaries of Section 2, having the right to enforce such Section.


[Signature Page Follows]



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Shelby Cnty Judge of Probate, AL
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IN WITNESS WHEREOF, the undersigned has executed this Release Agreement as of the date first written above.


Lillian R. Somers


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Shelby Cnty Judge of Probate, AL
02/05/2021 02:18:23 PM FILED/CERT