

Returned To
Calibre
2100 South Bridge Pkwy.
Suite 376, Bloom. Ala 35209

1426
CANCELLATION OF LEASE

THIS AGREEMENT is entered into this 22nd day of April, 1986, by and between ANDRESS ENGINEERING COMPANY, INC., an Alabama corporation, hereinafter called "Lessor", and RAX RESTAURANTS, INC., hereinafter called "Successor Lessee".

RECITALS

WHEREAS, by a written Ground Lease, dated August 2, 1984, the Lessor leased to Calibre Corporation, an Ohio corporation, as original Lessee, the premises described on Exhibit "A" attached hereto and incorporated herein as part of this Agreement; and

WHEREAS, Calibre Corporation assigned, transferred, and set over to Rax Southern, Inc. all of Calibre's rights, title, and interest in, to, and under the Ground Lease, dated August 2, 1984, by an Assignment and Assumption of the Ground Lease, dated March 13, 1985; and

WHEREAS, the Successor Lessee has vacated said premises and desires that the Ground Lease be cancelled and terminated, and that all persons who may be liable upon it, or liable upon any guaranty thereof, be released and discharged from all liability to the Lessor; and

WHEREAS, the parties hereto have mutually agreed to cancel and terminate said Ground Lease as of April 30, 1986.

NOW, THEREFORE, in consideration of the covenants hereinafter contained and of the sum of Ten Thousand Dollars (\$10,000.00) paid by the Successor Lessee to the Lessor, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The Successor Lessee hereby releases, quitclaims, and surrenders to the Lessor all the demised premises described in said Ground Lease in full satisfaction and discharge of all the obligations of the Lessor in, by or under said Lease.

2. The Lessor hereby accepts the surrender of the Ground Lease and of the demised premises, pursuant to the terms of this Agreement, and hereby forever releases and discharges the Successor Lessee, the original Lessee, and all guarantors of the Ground Lease from all the obligations and liabilities,

Seier, Johnston, & Wallace
2100 - South Bridge Pkwy.

whether now due or to become due, and from all other claims or causes of action whatsoever.

IN WITNESS WHEREOF, the parties hereunto set their hands on the day and year first above written.

Signed in the presence of:

LESSOR: ANDRESS ENGINEERING
COMPANY, INC.

By *Laurel R. Andress*
Title *President*

Latona L. Mumford
John M. Kinder

SUCCESSOR LESSEE: RAX
RESTAURANTS, INC.

By *John I. Gault*
Title *Vice Chairman & Sec.*

ACKNOWLEDGEMENTS

STATE OF Alabama
COUNTY OF Jefferson, SS

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named ADDRESS ENGINEERING Company, Inc., Lessor in the foregoing Agreement, by Harry E. Address, its President, who acknowledged that he did sign the foregoing and that the signing of the same was his free act and deed and the free and voluntary act and deed of said Corporation for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 27 day of April 1986.

[Signature]
Notary Public



STATE OF
COUNTY OF , SS

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named RAX RESTAURANTS, INC., Successor Lessee in the foregoing Agreement, by Jules L. Garel, its Vice Chairman and Secretary, who acknowledged that he did sign the foregoing and that the signing of the same was his free act and deed and the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 17th day of April, 1986.

[Signature]
Notary Public

JOAN M. LINDER
NOTARY PUBLIC - STATE OF OHIO
MY COMMISSION EXPIRES AUGUST 31, 1989



BOOK 069 PAGE 23

EXHIBIT "A" - Page One

PARCEL A

Commence at the Northwest corner of the N.W. 1/4 of the S.E. 1/4 of Section 36, Township 18 South, Range 2 West and run in an Easterly direction along the Northerly line of said 1/4 - 1/4 section a distance of 781.50 feet to the point of beginning; thence continue along the last stated course a distance of 112.30 feet to a point; thence 117 degrees 04 minutes to the right in a Southwesterly direction a distance of 324.12 feet to a point on the Northeasterly right of way line of U.S. Highway No. 280; thence 89 degrees 59 minutes to the right in a Northwesterly direction along the Northeasterly right of way line of U.S. Highway No. 280 a distance of 100.00 feet to a point; thence 90 degrees 01 minutes to the right in a Northeasterly direction a distance of 273.05 feet to the point of beginning.

Containing 29,858.50 square feet or 0.685 acres.



EXHIBIT "A" - Page Two

PARCEL B

Commence at the Northwest corner of the N.W. 1/4 of the S.E. 1/4 of Section 36, Township 10 South, Range 2 West, and run in an Easterly direction along the Northerly line of said 1/4 - 1/4 section a distance of 669.20 feet to the point of beginning; thence continue along the last stated course a distance of 112.30 feet to a point; thence 117 degrees 04 minutes to the right in a Southwesterly direction a distance of 273.05 feet to a point on the Northeasterly right of way line of U.S. Highway No. 280; thence 89 degrees 59 minutes to the right in a Northwesterly direction along the Northeasterly right of way line of U.S. Highway No. 280 a distance of 100.00 feet to a point; thence 90 degrees 01 minutes to the right in a Northeasterly direction a distance of 221.98 feet to the point of beginning.

Containing 24,751.50 square feet or 0.568 acres.

BOOK 069 PAGE 25



NH1 CORNER
N 1/4 - S.E. 1/4
S.E. 1/4 - 10 - 24

BOOK 069 PAGE 26

U.S. HIGHWAY # 280

109.20'

29°35'55"

R = 5039.55'
E = 2733.55'
T = 1254.5'
250.00'

Scale: 1" = 60'
Field Book is 1102

509.50'

273.20'

90°00'

100.00'

90°00'

213.05'

324.12'

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1986 APR 23 AM 9:51

Thomas A. Shanderson, Jr.
JUDGE OF PROBATE

RECORDING FEES

Recording Fee \$ 15.00

Index Fee 1.00

TOTAL \$ 16.00

[Signature]