

Prepared by:
Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C.
Wachovia Tower, Suite 1600
420 Twentieth Street North
Birmingham, Alabama 35203
Attention: J. Murphy McMillan III, Esquire


20080522000208510 1/6 \$26.00
Shelby Cnty Judge of Probate, AL
05/22/2008 10:27:11AM FILED/CERT

After recording return to:
Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
1800 Republic Centre
633 Chestnut Street
Chattanooga, Tennessee 37450
Attn.: Louann P. Smith, Esq.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

MEMORANDUM OF OPTION AGREEMENT

This MEMORANDUM OF OPTION AGREEMENT (the "Memorandum") is made as of May 13, 2008 (the "Effective Date"), by and between **CALERA PARTNERS, LLC**, an Alabama limited liability company ("Optionor"), and **WAFFLE HOUSE, INC.**, a Georgia corporation ("Optionee").

WITNESSETH:

WHEREAS, Optionor is the owner in fee simple of certain unimproved land legally described in Exhibit A attached hereto and made a part hereof (the "Land") upon which improvements will be constructed by Optionor (the "Improvements"); and

WHEREAS, Optionee is the "Franchisor" under that certain Franchise Agreement dated as of the Effective Date between Waffle House and Southeast Waffles, LLC, a Tennessee limited liability company ("SEW"), as Franchisee and/or under that certain Franchise Policy Agreement dated as of December 29, 1988 between Waffle House and SEW, as the assignee of Treetop Enterprises, Inc. (such agreements hereinafter collectively called the "Franchise Agreement"); and

WHEREAS, SEW is leasing the Land and the Improvements from Optionor in connection with its operation and/or development of a Waffle House restaurant on the Land pursuant to the Franchise Agreements; and

WHEREAS, the Optionor and the Optionee have entered into that certain Option to Purchase Land and Improvements dated as of the Effective Date (the "Option Agreement");

NOW, THEREFORE, in consideration of the covenants, and conditions more particularly set forth in the Option Agreement, Optionor and Optionee do hereby covenant, promise, and agree as follows:

1. Option. Subject to the terms and conditions of the Option Agreement, Optionor has granted to Optionee the right, but not the obligation, to purchase the Land and the Improvements for the Purchase Price (as defined in the Option Agreement), at any time following the expiration or early termination of either of the Franchise Agreements and upon not less than thirty (30) days advance written notice to Optionor.

2. Effect of Memorandum. The sole purpose of this instrument is to give notice of the Option Agreement and its terms, covenants and conditions to the same extent as if the Option Agreement were fully set forth herein. This Memorandum shall not modify in any manner the terms, conditions or intent of the Option Agreement and the parties agree that this Memorandum is not intended nor shall it be used to interpret the Option Agreement or determine the intent of the parties under the Option Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the day and year first written above.

OPTIONOR:

CALERA PARTNERS, LLC, an Alabama limited liability company

By: Julianna M. Shaub
Julianna M. Shaub
Manager

OPTIONEE:

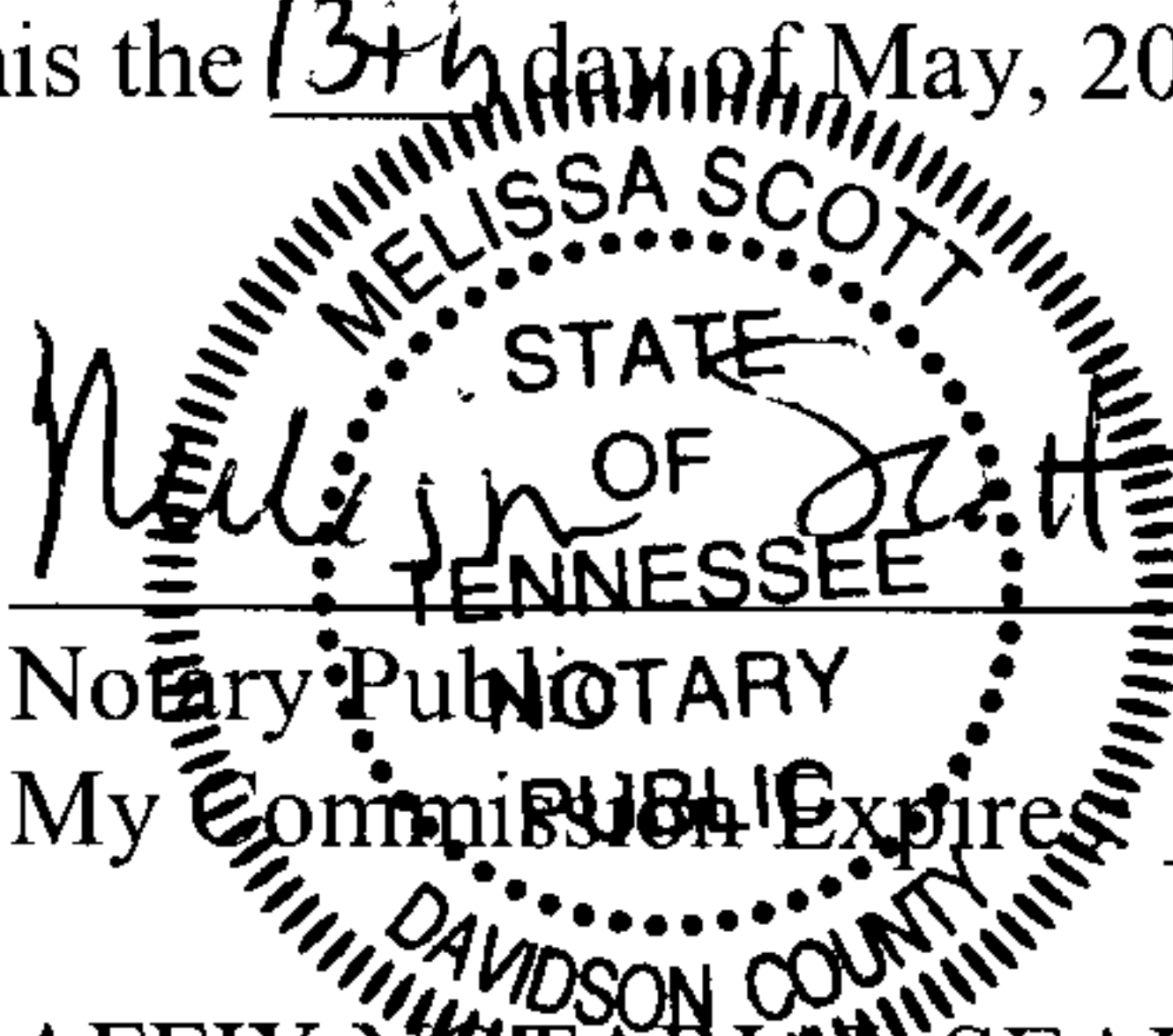
WAFFLE HOUSE, INC., a Georgia corporation

By: (See signature on following page.)
Name: _____
Title: _____

STATE OF TN
COUNTY OF Davidson

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Julianna M. Shaub, Manager of **CALERA PARTNERS, LLC**, an Alabama limited liability company, whose name is signed to the foregoing Memorandum, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Memorandum, she, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 13th day of May, 2008.


Notary Public
My Commission Expires: July 5, 2011
MY COMMISSION EXPIRES:
July 5, 2011
AFFIX NOTARIAL SEAL

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the day and year first written above.

OPTIONOR:

CALERA PARTNERS, LLC, an Alabama limited liability company

By: (See signature on preceding page.)
Julianna M. Shaub
Manager

OPTIONEE:

WAFFLE HOUSE, INC., a Georgia corporation

By: *[Signature]*
Name: Jonathan Waller
Title: Vice President & General Counsel

~~STATE OF _____
COUNTY OF _____~~

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Julianna M. Shaub, Manager of **CALERA PARTNERS, LLC**, an Alabama limited liability company, whose name is signed to the foregoing Memorandum, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Memorandum, she, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the ____ day of May, 2008.

Notary Public
My Commission Expires: _____

~~AFFIX NOTARIAL SEAL~~

STATE OF Georgia
COUNTY OF Gwinnett

20080522000208510 5/6 \$26.00
Shelby Cnty Judge of Probate, AL
05/22/2008 10:27:11AM FILED/CERT

I, the undersigned Notary Public in and for said County in said State, hereby certify that Jon Waller as Vice President of WAFFLE HOUSE, INC., a Georgia corporation, whose name is signed to the foregoing Memorandum, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Memorandum, s/he, as such V.P. and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 13th day of May, 2008.

Sarah C. Vanover
Notary Public
My Commission Expires: 6/18/2011

AFFIX NOTARIAL SEAL



EXHIBIT A
TO
MEMORANDUM OF OPTION

Legal Description of Demised Premises

Lot 1A according to the Map and Survey of Wadsworth Subdivision, a commercial subdivision, as recorded in Map Book 28, page 2 in the Office of the Judge of Probate of Shelby County, Alabama and also described by metes and bounds as follows:

A parcel of land situated in the Northeast Quarter of Section 4, Township 22 South, Range 2 West, Shelby County, Alabama, as more particularly described as follows: COMMENCE at the Southeast corner of the Southeast Quarter of the Northeast Quarter of Section 4, Township 22 South, Range 2 West, Shelby County, Alabama, and run North along the East line of said quarter-quarter line for 113.74 feet; thence left 88°25'30" and run Westerly for 619.11 feet; thence left 1°02'30" and continue Westerly for 30.01 feet; thence right 91°23'20" and run North for 30.01 feet; thence left 91°36'25" and run Westerly for 567.45 feet to a point, said point being on the North right of way line of an unnamed street; thence right 1°21'08" and continue Westerly along the said North right of way line for 310.74 feet; thence right 51°17'03" and continue along the said North right of way line of 3.09 feet to a point on the East right of way line of U.S. Highway 31; thence right 21°45'27" and run Northwesternly along said East right of way line of 234.25 feet to the point of parcel herein described; thence continue along said right of way line for 113.87 feet; thence right 105°00'00" and leaving said right of way line and run Easterly for 252.00 feet; thence right 90°00'00" and run Southerly for 110.00 feet; thence right 90°00'00" and run Westerly for 222.53 feet back to the point of beginning.

SUBJECT TO THE FOLLOWING:

- (a) 35-foot building restriction line from U.S. Highway 31 and 15-foot building restriction lines on the northern, southern, and eastern lot lines as shown on map recorded in Map Book 28, page 2 in the Office of the Probate Judge of Shelby County, Alabama.
- (b) Title to that portion of the property within the bounds of any roads or highways.
- (c) Title to all minerals within and underlying the property, together with all mining rights and other rights, privileges, and immunities relating thereto.
- (d) Terms and conditions set out in Statutory Warranty Deed dated June 28, 2001, recorded as Instrument No. 2001-27284 in said Probate Judge's Office.
- (e) All matters set forth in Easement and Agreement for Construction, Installation and Shared Maintenance of a Grinder Lift Station by and between Waffle House, Inc. and James D. Wadsworth recorded as Instrument No. 2001-30696 in said Probate Judge's Office.
- (f) All matters set forth in Agreement of Cross-Easement by and between James D. Wadsworth and Waffle House, Inc., recorded as Instrument No. 2001-30697 in said Probate Judge's Office.

BEING THE SAME PROPERTY conveyed to Optionor herein by Statutory Warranty Deed dated as of May 13, 2008, recorded as Instrument No. ~~20080522000208510~~ in the Office of the Probate Judge of Shelby County, Alabama.