

TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT ("Agreement") is made and entered into as of this 8th day of October 4, 2008 (the "Termination Date") by and between **Capital Real Estate Investments LLC**, an Alabama limited liability company and **Pacifica Katie Avenue LLC**, a Nevada limited liability company, as tenants-in-common, on the one hand (collectively, "Landlord"), and **Bama Star LLC**, a Delaware limited liability company, on the other hand ("Tenant").

RECITALS:

A. Tenant and Landlord are parties to that certain lease dated as of July 31, 2006 (the "Lease") pursuant to which Landlord has leased to Tenant certain real property located at 255 North Main Street, Montevallo, AL 35115 (the "Leased Premises").

B. Tenant has not paid rent under the Lease for the months of July, August, September and October 2008 (the "Existing Defaults"). As of July 29, 2008 (the "Cessation Date"), Tenant ceased to operate a business at the leased premises.

C. The parties have agreed to terminate the lease and release the other from all claims for past, current and future rent, additional rent and other charges under the lease.

D. Tenant has agreed to transfer and Landlord has agreed to accept all of the furniture, fixtures, equipment and other personal property located on the Lease Premises (other than computers and security cameras, which are no longer located at the Leased Premises).

E. In addition, Tenant has agreed to secure the release of any deed encumbrances in favor of Hardee's Food Systems, Inc., or its affiliates affecting the Leased Premises.

F. The parties hereto desire to enter into this Agreement to memorialize the agreement of the parties.

AGREEMENTS:

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The Recitals hereto are true and correct in all respects.
2. Personal Property. Upon the execution of this Agreement, Tenant will execute a bill of sale (the "Bill of Sale") and deliver possession to Landlord all furniture, fixtures, equipment and other personal property (other than computers and security cameras, which are no longer located at the Leased Premises) located at the Leased Premises.
3. Lease Termination

a. Effective as of the Termination Date, Lessee shall vacate the Leased Premises in strict accordance with the terms and conditions of the Lease, and Lessee hereby releases Landlord from any and all of its obligations under the Lease arising on or after the Cessation Date. Landlord hereby releases Lessee from (a) any and all monetary obligations of Lessee under the Lease accruing prior to, on or after the Termination Date, and (b) any and all non-monetary obligations of Lessee under the Lease arising on or after Cessation Date except those liabilities and obligations expressly intended to survive the termination of the Lease.

b. Provided that the Leased Premises are vacated in accordance with the requirements of the Lease, Landlord and Lessee agree that the Lease shall be cancelled, terminated, void and have no further force nor effect as of the Cessation Date.

c. Lessee hereby waives as to Landlord any and all claims, causes of action and damages with respect to the Lease and Lessee's occupation of the Leased Premises arising prior to, on or after the Termination Date. Notwithstanding the above, Landlord and Lessee reserve all rights to enforce the performance of all provisions of this Agreement.

d. Lessee represents that Landlord is not in default of any of the terms and conditions of the Lease and that no condition exists that with notice and/or the passage of time shall result in a default of the Lease by Landlord.

e. Lessee agrees to execute such other documents as may be required from time to time by Landlord to give effect to the terms contained herein and the intent hereof.

4. Representations and Warranties. The Tenant represents and warrants to the Landlord, and covenants and agrees, as follows:

a. The execution and delivery of this Agreement and the Bill of Sale and the carrying out of this Agreement will not violate any provision of law or any other document, instrument or agreement to which the Tenant is a party or by which the Tenant or his assets are bound or subject.

b. Except for the Existing Defaults, no event has occurred and is continuing which constitutes a Default or Event of Default under the Lease.

5. Conditions Precedent. The release by the Landlord is subject to the accuracy of the representations and warranties contained in this Agreement, to the performance by the Tenant of his obligations to be performed under this Agreement, and the satisfaction of the following further conditions:

a. This Agreement shall have been executed by the Tenant and delivered to the Landlord, and shall be in full force and effect.

b. If required by Landlord, the Landlord shall have received copies of the corporate resolutions authorizing Tenant to execute and deliver this Agreement and the bill of sale.

c. The Landlord shall have received the release of any deed encumbrances in favor of Hardee's Food Systems, Inc., or its affiliates affecting the Leased Premises.

6. Binding Agreements. The parties hereby represent and warrant that this Agreement is a legal, valid and binding agreement upon and enforceable in accordance with the terms and shall be binding upon each of the parties hereto and their respective heirs, representatives, successors and assigns.

7. Entire Agreement. This Agreement and the Bill of Sale hereby embody the entire agreement between the parties and supersede all prior agreements and understandings between the parties hereto. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction.

8. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by, interpreted and construed in accordance with the laws of the State of Alabama. The parties hereto hereby (i) consent to the personal jurisdiction of the state and federal courts located in the State of Alabama in connection with any controversy related to this Agreement; (ii) waive any argument that venue in any such forum is not convenient; (iii) agree that any litigation initiated by the Landlord or the Tenant this Agreement or the Bill of Sale may be venued in either the state or federal courts located in the State of Alabama having jurisdiction over the Leased Premises and (iv) agree that a final judgment in any such suit, action, or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

9. Headings. Headings in this Agreement are included for convenience of reference only and shall not constitute part of this Agreement or for any other purpose.

10. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties may execute this Agreement by signing such counterpart.

[Remainder of page is
intentionally left blank]

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

TENANT: **BAMA STAR LLC**
By Richard S. Haughey
Richard S. Haughey, Secretary

LANDLORD: **CAPITAL REAL ESTATE INVESTMENTS LLC**

By: Randy Rivera, Manager

PACIFICA KATIE AVENUE LLC

By:
Its:

STATE OF Georgia)
COUNTY OF Cobb) SS

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that Richard S. Haughey, whose name as the Secretary of Bama Star LLC, a Delaware 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 representative and with full authority, executed the same voluntarily for and as of the act of said limited liability company.

Given under my hand and official seal, this 8th day of October, 2008.

Jeff H. Springfield
Notary Public
My commission expires: 9/3/2011

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

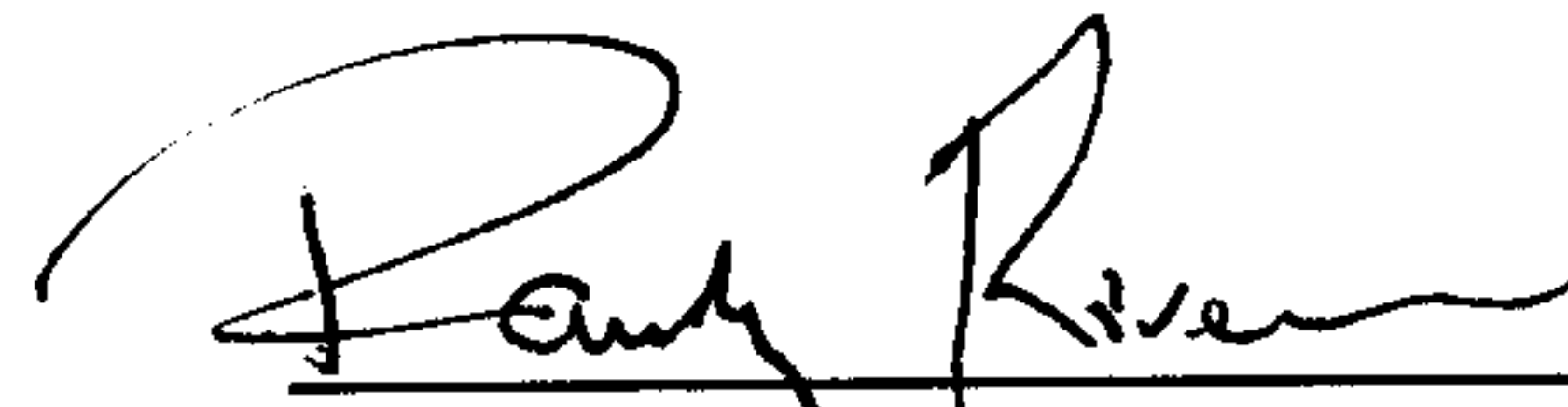
TENANT:

BAMA STAR LLC

By _____
Richard S. Haughey, Secretary

LANDLORD:

CAPITAL REAL ESTATE INVESTMENTS LLC


By: Randy Rivera, Manager

PACIFICA KATIE AVENUE LLC

By: _____
Its: _____

STATE OF _____)
COUNTY OF _____) SS

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that Richard S. Haughey, whose name as the Secretary of Bama Star LLC, a Delaware 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 representative and with full authority, executed the same voluntarily for and as of the act of said limited liability company.

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

Notary Public

My commission expires: _____

See Attached

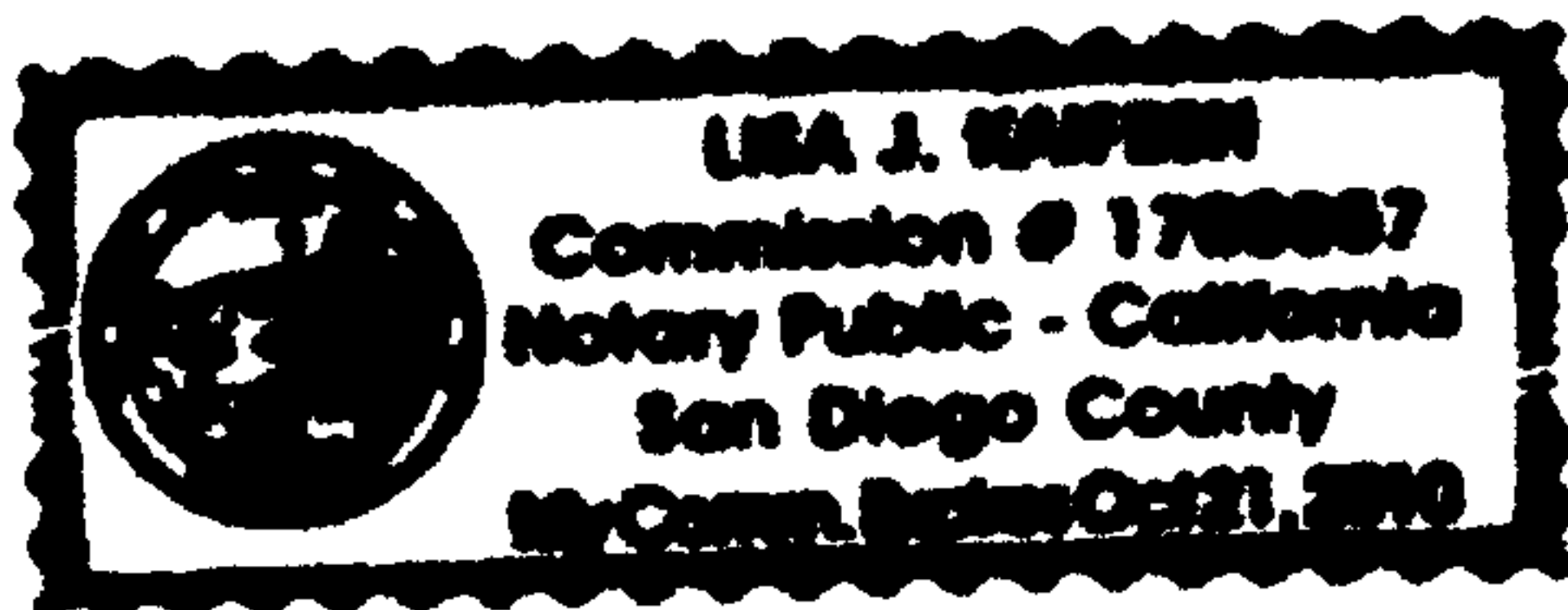
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

On 10/8/08 before me, Lisa J. Kaifesh
Date Here Insert Name and Title of the Officer

personally appeared Randy Rivera
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lisa J. Kaifesh
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

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OF SIGNER
Top of thumb here

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

TENANT:

BAMA STAR LLC

By _____
Richard S. Haughey, Secretary

LANDLORD:

CAPITAL REAL ESTATE INVESTMENTS LLC

By: Randy Rivera, Manager

PACIFICA KATIE AVENUE LLC

By: _____
Its: Deepak Israni
Secretary

STATE OF _____)
COUNTY OF _____) SS

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that Richard S. Haughey, whose name as the Secretary of Bama Star LLC, a Delaware 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 representative and with full authority, executed the same voluntarily for and as of the act of said limited liability company.

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

Notary Public

My commission expires: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

San Diego

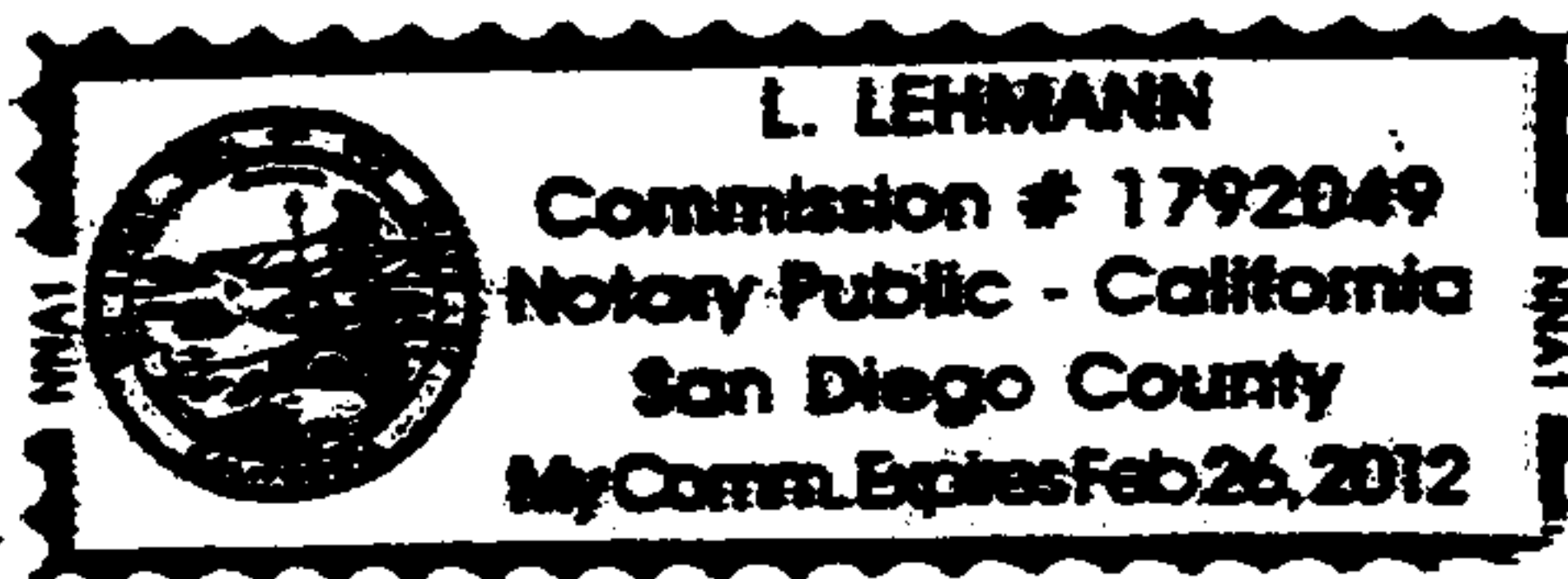
On 8 October 2008
Date

before me,

L. Lehmann, Notary Public
Here Insert Name and Title of the Officer

personally appeared

Deepak Israni
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

L. Lehmann

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Termination Agreement

Document Date:

10/2/08

Number of Pages:

4

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

Deepak Israni

☐ Individual

☒ Corporate Officer — Title(s):

Secretary

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

Pacific Katie Avenue

Signer's Name:

☐ Individual

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer Is Representing: