

AFFIDAVIT

STATE OF ALABAMA)

COUNTY OF SHELBY)

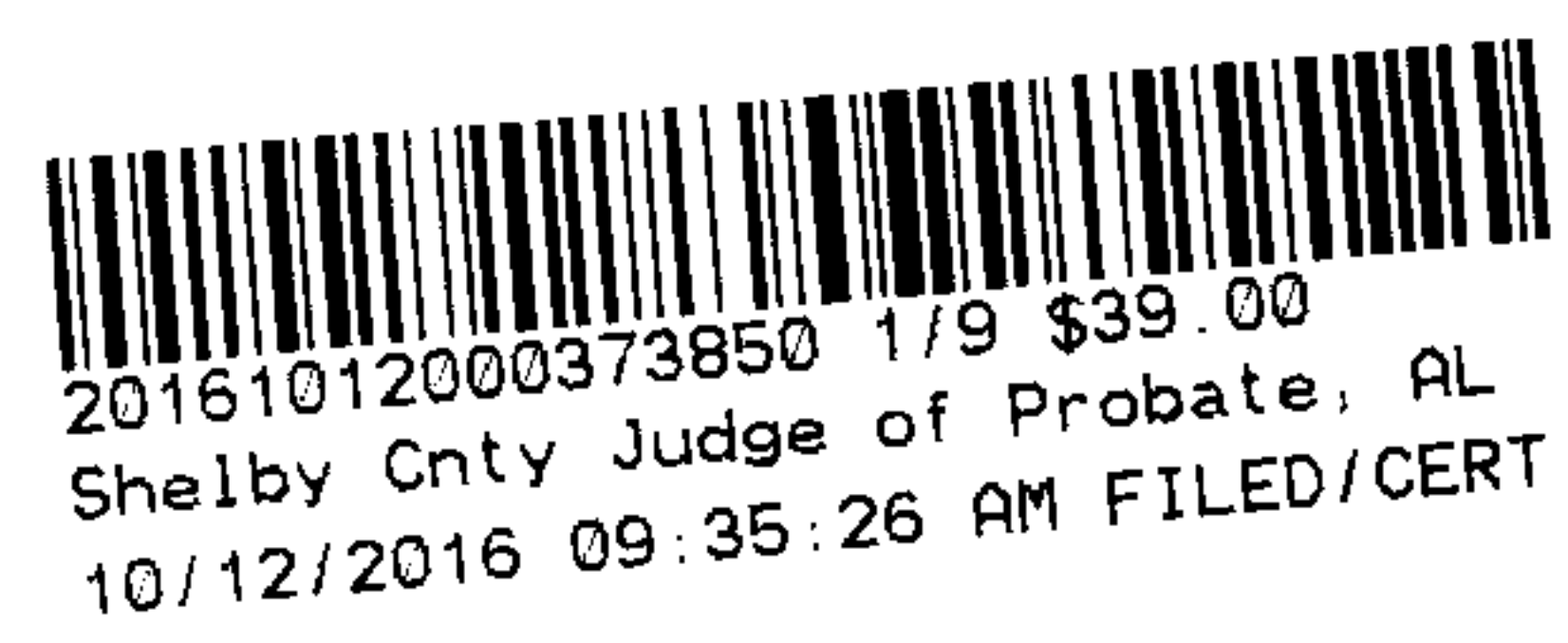
The undersigned, James Bruno, is executing this Affidavit in his capacity as Manager of Southmark Properties, L.L.C. ("Southmark") for the benefit of First American Title Insurance Company and The Title Group, Inc.

1. I was the Manager of Southmark at the time that Southmark, Interstate Restaurant Investors, L.L.P. ("Interstate"), and Frank C. Ellis, Jr. ("Ellis") entered into the Lease with GMRI, Inc. ("GMRI") as Tenant, as evidenced by that certain Memorandum of Lease ("Lease") dated March 30, 1999 recorded in Instrument No. 1999-26532 in the Probate Office of Shelby County, Alabama. Southmark acquired the interest of Interstate and Ellis prior to 2013.

2. GMRI occupied the premises identified as Lot 2A, according to the Map of Resource Center, recorded in Map Book 24, Page 118 in the Probate Office of Shelby County, Alabama ("Premises"). GMRI ceased operations in the Premises on or about April 27, 2007.

3. On March 26, 2013, Southmark and GMRI entered into the Lease Termination and Mutual Release Agreement ("Termination Agreement") which is attached hereto and made a part hereof as Exhibit "A". The Termination Agreement included a Memorandum which was intended to be, but was never recorded. The Termination Agreement cancelled the Lease effective March 31, 2013. Since the execution of the Termination Agreement, GMRI has neither occupied the Premises, nor made any claim to the Premises.

[SIGNATURE ON FOLLOWING PAGE]



IN WITNESS WHEREOF, the undersigned has executed this Affidavit on this 27TH day of SEPTEMBER, 2016.

SOUTHMARK PROPERTIES, L.L.C.

By: James Bruno

Name: James Bruno

Its" Manager

THE STATE OF ALABAMA §

§

COUNTY OF JEFFERSON §

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that James Bruno, whose name, as Manager of **SOUTHMARK PROPERTIES, L.L.C.**, an Alabama limited liability company, is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of the document, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said limited liability company.

GIVEN under my hand and seal, this 27TH day of SEPTEMBER, 2016.

Jennette A. Walker

Notary Public

My Commission Expires
October 13, 2019

My Commission Expires: _____

LEASE TERMINATION AND MUTUAL RELEASE AGREEMENT

THIS LEASE TERMINATION AND MUTUAL RELEASE AGREEMENT ("Agreement") is made and entered into as of the ~~24~~ day of March, 2013, between Southmark Properties, L.L.C., an Alabama limited liability company ("Landlord"), and GMRI, Inc., a Florida corporation ("Tenant").

BACKGROUND

WHEREAS, Landlord's predecessor's in interest, Southmark Properties, L.L.C., Interstate Restaurant Investors, L.L.P., and Frank C. Ellis, Jr., as landlord and Tenant entered into a Lease dated December 3, 1998, ("Lease") for certain real property described on Exhibit "A", attached hereto and incorporated herein ("Premises"), and commonly known as 101 Resource Center Parkway, Birmingham, Alabama.

WHEREAS, on or about April 27, 2007, Tenant ceased business operations in the Premises; and,

WHEREAS, Landlord and Tenant desire to terminate the Lease, release each other from all obligations and liabilities to each arising under the Lease, the operation and occupancy by Tenant of Premises and the closing of business operations at the Premises.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. Preamble. The background is incorporated as if fully set forth.
2. Termination of Lease. The Lease and all rights and obligations thereunder are canceled and terminated as of the earlier to occur of the date of the last signing hereof or March 31, 2013 ("Termination Date").
3. Surrender of Premises. Tenant agrees to surrender possession of the Premises, together with all furniture, fixtures, equipment and personal property ("FF&E"), if any, located at the Premises as of the Termination Date, to Landlord in their "AS-IS" condition, free and clear from any liens and encumbrances, except for any held by Landlord and/or its successors and assigns. Tenant shall deliver keys for the Premises to the address directed by Landlord. Any existing leasehold improvements made by or on behalf of Tenant shall remain in the Premises and shall become the property of Landlord.
4. Consideration. As full consideration of the terms and conditions of this Agreement, Tenant agrees to pay an amount to Landlord of Two Hundred Seven Thousand Twelve and 00/100 Dollars (\$207,012.00) ("Monetary Consideration"). Tenant shall owe no additional rent, property taxes or other monetary obligations whatsoever under the Lease. The Monetary Consideration shall be tendered to Landlord immediately following full execution and delivery of this Agreement by check drawn on the account of Tenant.
5. Release. Landlord and Tenant release each other from any and all claims whatsoever, known or unknown, arising or growing out of the Lease and Tenant's possession of the Premises. Tenant shall deliver to Landlord on the Termination Date a Memorandum of Lease Termination in the form attached hereto as Exhibit "B". If Landlord so desires, it may record a copy thereof in the public records of Shelby County, Alabama.
6. Full and Independent Knowledge. Each party represents that it has been represented by an attorney in connection with the preparation and review of this Agreement, and that its representative has carefully



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read and understands the scope and effect of each provision contained herein. Each party further represents, except as stated in this Agreement, that it does not rely and has not relied upon any representation or statement made by the other party with regard to the subject matter or effect of this Agreement and has voluntarily entered into this Agreement.

7. Representations. Each party covenants that it has the full right and authority to enter into this Agreement without the consent or joinder of any other party including but not limited to any lenders. Each party agrees to indemnify, defend and hold the other harmless from any claims, damages and/or liability resulting from a breach of any of the representations, warranties or covenants contained in this Article.

8. Other Claims. Tenant will indemnify and hold Landlord harmless from and against any and all claims from unrelated third parties arising from Tenant's occupancy, ownership of FF&E and operation of a business at the Premises accruing prior to the Termination Date.

9. Miscellaneous.

a. This Agreement and all disputes concerning it will be governed by the laws of the State of Alabama, except that this Agreement shall be given a fair and reasonable construction in accordance with the intention of the parties.

b. Should any part of this Agreement be determined by any court to be illegal or invalid, the validity of the remaining parts shall not be affected and the illegal or invalid part shall be deemed not to be part of this Agreement.

c. This Agreement is the entire Agreement between the parties. It may be amended only in writing signed by the parties. It is binding on the heirs, executors, successors and assigns of the parties.

d. For the convenience of the parties, this Agreement may be executed in one or more counterparts, which shall each be considered an original. All of the counterparts shall constitute one agreement.

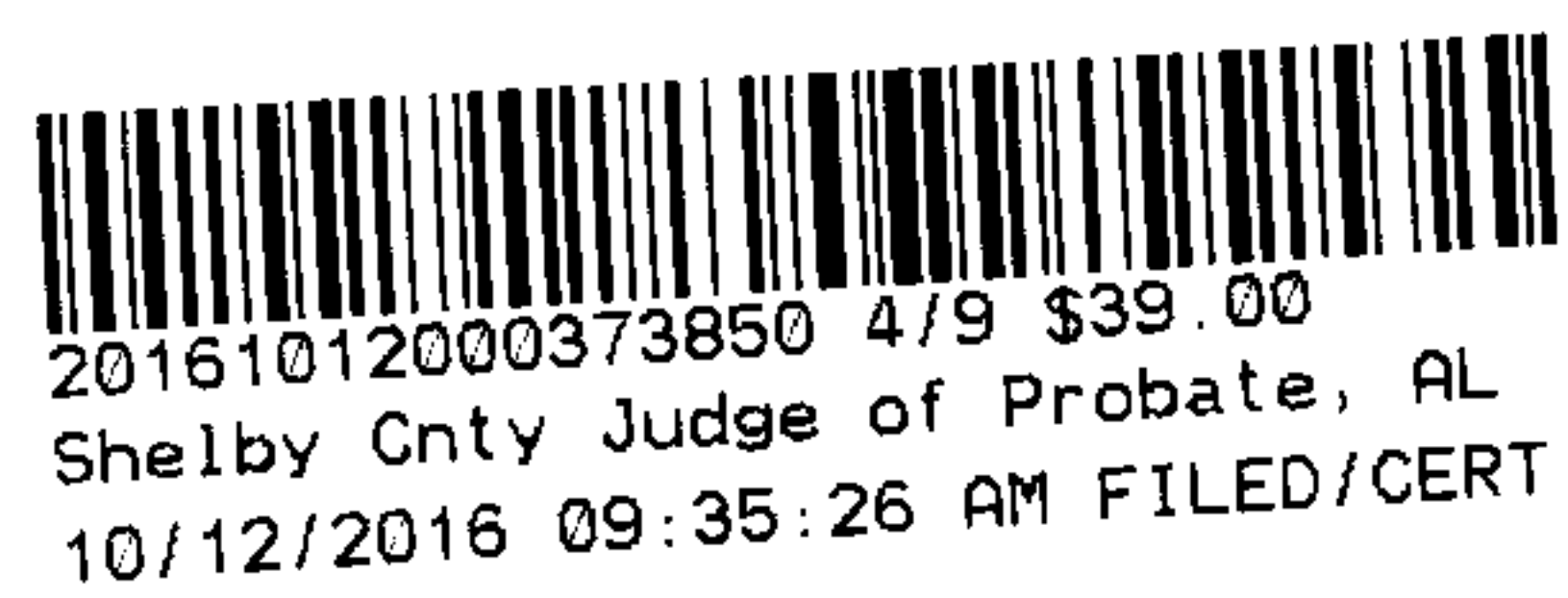
e. The headings for paragraphs and articles of this Agreement are inserted for convenience only and do not constitute part of this Agreement and shall not be used in its construction.

f. Each party agrees to be bound by signature delivered by telecopy in the same manner as if it were delivery of an original, and each agrees to exchange duplicate copies of this Agreement containing original signatures of each party.

g. This Lease Termination and Mutual Release Agreement will become binding only upon the full and unconditional execution and delivery by all parties.

10. Attorneys' Fees. Should any action be commenced to enforce this Agreement, the prevailing party shall be awarded reasonable attorneys' fees and expenses.

11. Arbitration. The parties agree that any and all disputes under this Agreement will be submitted to and determined by binding arbitration.



(Signature page of Lease Termination for property located in Birmingham, AL)

TENANT
GMRI, INC.

Witnesses:

[Signature]
Charlotte Parnicola

By: [Signature]
Beth M. Stute
Title: Director, Asset Management

LANDLORD
SOUTHMARK PROPERTIES, L.L.C.

Witnesses:

[Signature]
Patricia J. Hines

By: [Signature]
Title: Manager

CONSENT AND APPROVAL (strike if not required)

_____, which holds a mortgage on the Premises, hereby consents to the terms
of this Agreement.

By: _____
Title: _____
Date: _____

JB
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EXHIBIT A

PREMISES

Lot 2A of Resource Center Commercial Subdivision, as recorded in Map Book 24, Page 118, in the Probate Office of Shelby County, Alabama

Exhibit "B"

MEMORANDUM OF LEASE TERMINATION AND MUTUAL RELEASE AGREEMENT

THIS MEMORANDUM OF LEASE TERMINATION AND MUTUAL RELEASE AGREEMENT ("Agreement") is made and entered into as of the ____ day of March, 2013, between Southmark Properties, L.L.C. ("Landlord"), and GMRI, Inc., a Florida corporation ("Tenant").

BACKGROUND

WHEREAS, Landlord's predecessor's in interest, Southmark Properties, L.L.C., Interstate Restaurant Investors, L.L.P., and Frank C. Ellis, Jr., as landlord and Tenant entered into that certain lease fully executed as of December 3, 1998 (the "Lease"), for certain real property located in Birmingham, Shelby County, Alabama as more particularly described in the Lease and described on Exhibit A attached hereto; and

WHEREAS, Landlord and Tenant entered into that certain Memorandum of Lease dated March 30, 1999, and recorded in the Office of the Recorder of Deeds of Shelby County, Alabama as Instrument #1999-26532; and

WHEREAS, Landlord and Tenant have terminated the Lease, released each other from all obligations and liabilities to each arising under the Lease.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. Preamble. The background is incorporated as if fully set forth.
2. Termination of Lease. The Lease and all rights and obligations thereunder are canceled and terminated as of the earlier to occur of the date of the last signing of the Lease Termination and Mutual Release Agreement or March 31, 2013 ("Termination Date").
3. Surrender of Premises. Tenant has surrendered possession of the Premises, together with all furniture, fixtures, equipment and personal property ("FF&E") located at the Premises as of the Termination Date, to Landlord in their "AS-IS" condition, free and clear from any liens and encumbrances, except for any held by Landlord and/or its successors and assigns.
4. Release. Landlord and Tenant release each other from any and all claims whatsoever, known or unknown, arising or growing out of the Lease and Tenant's possessions of the Premises.

5. This Lease Termination and Mutual Release Agreement will become binding only upon the full and unconditional execution and delivery by all parties.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease Termination and Mutual Release Agreement effective as of the Termination Date.

LANDLORD

Southmark Properties, L.L.C.

WITNESSES:

By: [Signature]
Date: 3/

TENANT

GMRI, INC., a Florida corporation

WITNESSES:

By: _____
Name: Beth M. Stute
Title: Director, Asset Management
Date: _____

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, on this date personally appeared James Bruno known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledges to me that he/she executed the same in his/her capacity as Manager and authorized signatory of Southmark Properties, L.L.C., for and on behalf of said corporation for the purposes and consideration therein expressed.

Given under my hand and seal of office this ____ day of _____, 2013.

Notary Public



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**STATE OF FLORIDA
COUNTY OF ORANGE**

Before me, the undersigned authority, on this date personally appeared Beth M. Stute known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledges to me that he/she executed the same in his/her capacity as Director, Asset Management, and authorized signatory of GMRI, INC., for and on behalf of said corporation for the purposes and consideration therein expressed.

Given under my hand and seal of office this ____ day of March, 2013.

Notary Public

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