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Shelby Cnty Judge of Probate, AL
09/22/2017 09:51:59 AM FILED/CERT

TERMINATION OF LEASE AGREEMENT

(Unit 346)

This Termination of Lease Agreement (this "Termination") is effective as of the date it is last executed by the parties hereto (the "Effective Date") between Waffle House, Inc., a Georgia corporation ("Lessee") and the entity identified as the "Lessor" ("Lessor") in Schedule A attached hereto and incorporated herein by reference ("Schedule A")

WHEREAS, Lessor and Lessee are now parties to that certain Lease Agreement identified in Schedule A (as amended, the "Lease") for certain property with the common street address and assigned the Waffle House Unit Number set forth in Schedule A and more fully described in the Lease as the "Demised Premises";

WHEREAS, the Lease is scheduled to terminate on September 2, 2018;

WHEREAS, the Lessee has vacated the Demised Premises;

WHEREAS, the Lessor and the Lessee desire to terminate the Lease prior to September 2, 2018;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Lessor and Lessee agree as follows:

1. All terms that are capitalized but not defined in this Amendment shall have the meanings given such terms in the Lease.
2. Schedule A to the Lease Agreement is amended by deleting the date of "September 2, 2018" as the Initial Term Expiration Date and by inserting the date of "June 30, 2017" in lieu thereof.
3. Lessee agrees to pay to Lessor, as consideration for the termination of the Lease prior to September 2, 2018, the sum of Twenty-Seven Thousand Five Hundred and 00/100 Dollars (\$27,500.00), such payment to be made by Lessee to Lessor by wire transfer of funds within five (5) business days following Lessee's receipt of this Termination executed by Lessor.
4. Notwithstanding the termination of the Lease as set forth in this Termination, Lessee shall remain responsible for the payment of real estate taxes payable with respect to the Demised Premises for the full 2017 tax year.
5. Lessor represents and warrants to Lessee that all rent and other payments due and payable to Lessor as of the Effective Date have been paid in full and there are no outstanding and unpaid rents or other amounts due and payable to Lessor as of the Effective Date.

Initials:

Lessor: GGW

Lessee: RCM

6. Lessor agrees that Lessee has surrendered possession of the Demised Premises and all buildings, parking areas, driveways and other improvements thereon in accordance with the terms of Section 4 of the Lease, that Lessor has accepted such surrender of the Demised Premises and that Lessee has no further obligations to perform with respect to the condition of the Demised Premises, including the buildings, parking areas, driveways or other improvements thereon.

IN WITNESS WHEREOF, the parties hereto have executed this Termination as of the day and year set forth below.

LESSOR:

EZELL, L.L.C.

By: Elissa E. Watkins
As its Manager

Date: 8/17/17

LESSEE:

WAFFLE HOUSE, INC.

By: [Signature]
Robert G. Moore, Vice President

Date: 8/21/17

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that ELISSA E. WATKINS whose name as Manager of Ezell Holdings, LLC, as Manager of Ezell, LLC, 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 the instrument, she, as such manager and with full authority, executed the same for and as the act of said company.

Given under my hand this 17th day of August, 2017.

[Signature]
Notary Public
My Commission Expires: 4/13/2019

STATE OF GEORGIA)
COUNTY OF Gwinnett)

as Vice President of Waffle House, Inc.

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Robert G. Moore whose name 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 the instrument, he executed the same voluntarily on the day the same bears date, for and as the act of said corporation. as such officer and w/ full authority.

Given under my hand this 28th day of August, 2017.

[Signature]
Notary Public


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Initials:
Lessor: EGW
Lessee: RLM

My Commission Expires: November 25th, 2017


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Initials:

Lessor: EGW

Lessee: ALM

SCHEDULE A
TO LEASE AGREEMENT

This Schedule A is an integral part of and is attached to and incorporated by reference into that certain Termination of Lease Agreement between Waffle House, Inc. as "Lessee" and the "Lessor" identified below.


Lessor Name and State of Organization: Ezell, L.L.C., a Nevada limited liability company.

Lessor's Address:

11 North Water Street, Suite 27000
Mobile, Alabama 36602
Attention: Jay Watkins, Esq.
Facsimile: 251-432-0007
Email: jwatkins@maynardcooper.com

Commons Street Address and Waffle House Unit Number of Demised Premises:

1104 1st Street South, Alabaster, Alabama 35007
Waffle House Unit 346


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Initials:
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Lessee: RW