

Prepared by
Stacy Moers, Esq.
One Dave Thomas Blvd
Dublin, OH 43017

TERMINATION OF MEMORANDUM OF LEASE

This Termination of Memorandum of Lease (the "Termination") is made and entered into this 18th day of July, 2024, by and between Cheryl Worstell, as Trustee of the Verna R. Carrillo Living Trust (the "Lessor"), and South Tacala, LLC, a Delaware limited liability company, with a mailing address of 4268 Cahaba Heights Court, Birmingham, Alabama 35243 (the "Lessee").

Recitals

WHEREAS, TACALERA, LLC, an Alabama limited liability company and South Tacala, LLC, a Delaware limited liability company entered into a certain Memorandum of Lease dated May 13, 2003, concerning the property generally described in Exhibit A attached hereto and recorded in Inst. No. 20030616000374580 in the Probate Office of Shelby County, Alabama (the "Memorandum"); Said Memorandum of Lease having been assigned to Cheryl Worstell, as Trustee of the Verna R. Carrillo Living Trust by Assignment and Assumption of Lease dated September 26, 2013 and recorded in Inst. No. 20131009000405000 in the Probate Office of Shelby County, Alabama.

WHEREAS, the parties wish to terminate the aforementioned Memorandum pursuant to the terms set forth herein;

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

1. **Termination** The Memorandum, as described above, along with any and all rights, interests, and obligations therein, is hereby terminated and shall be of no further force or effect as of the date of this Termination.
2. **Acknowledgment** The parties acknowledge that upon the execution of this Termination, any leasehold interests granted under the Memorandum shall cease and revert to the Lessor, and the Lessee shall have no further claims or rights to the property.
3. **Release** Each party hereby releases the other from all obligations, liabilities, and claims that are in any way related to the Memorandum from the beginning of time to the date of this Termination.
4. **Miscellaneous**
 - **Governing Law:** This Termination shall be governed by, and construed in accordance with, the laws of the State of Alabama.
 - **Binding Effect:** This Termination shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
 - **Entire Agreement:** This Termination contains the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the parties.

IN WITNESS WHEREOF, the parties have executed this Termination as of the date first above written.

LESSOR:

Verna R. Carrillo Living Trust

By: 

Cheryl Worstell, as Trustee

LESSEE:

SOUTH TACALA, LLC,

A Delaware limited liability company

By: Tacala, LLC., an Alabama limited liability
company

Its: Chief Development Officer

By: 

Michael Border

Its: Chief Development Officer

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that CHERYL WORSTELL, whose name as Trustee of the Verna R. Carrillo Living Trust, 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, she, as such trustee, and with full authority, executed the same voluntarily for and as the act of said trust.

Given under my hand and official seal the _____ day of July, 2024.

attached

NOTARY PUBLIC

My Commission Expires:

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Santa Clara)

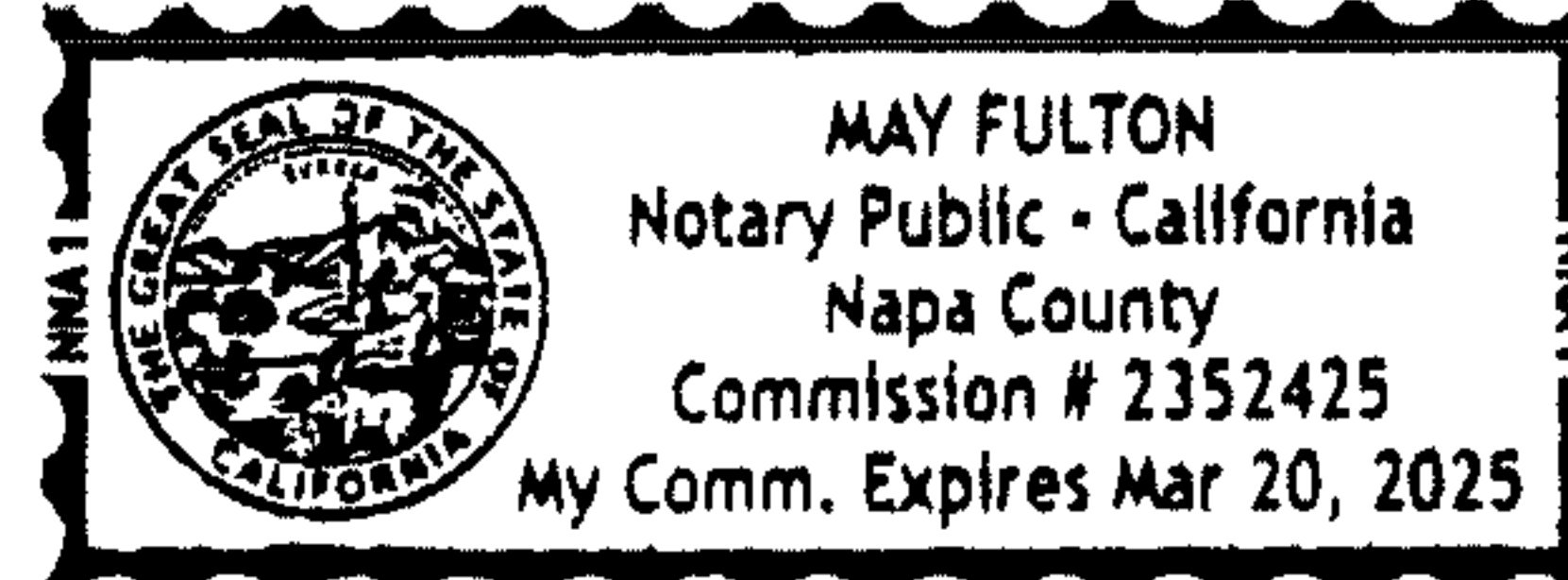
On July 18, 2024 before me, May Fulton, Notary
(insert name and title of the officer)

personally appeared Cheryl Worstell, Trustee,
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 

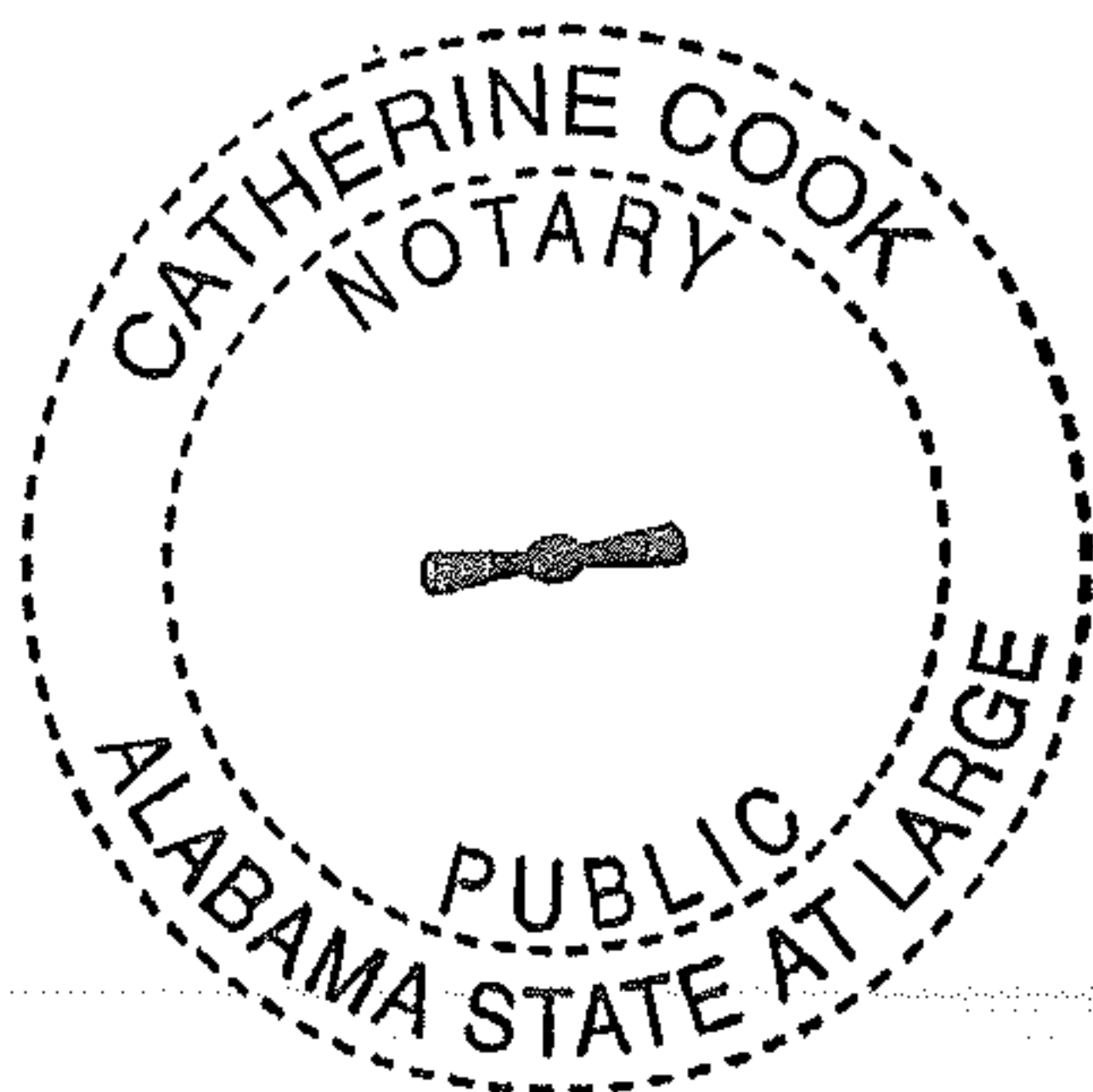


(Seal)

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Michael Border, whose name as Chief Development Officer of Tacala, LLC, a Delaware limited liability company, in its capacity as Chief Development Officer of Tacala, LLC , 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 officer, and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal the 9th day of July, 2024.



A handwritten signature in cursive script, appearing to read "Catherine Cook", written over a horizontal line.

NOTARY PUBLIC *Catherine Cook*
My Commission Expires:

My Commission Expires 03/04/2026

EXHIBIT A
TO
TERMINATION OF MEMORANDUM OF LEASE

Parcel 1:

Lot 5A according to Baker Seafood, Inc Resurvey (Being a Resurvey of Lots 4 and 5, Wal-Mart Supercenter #3271 Subdivision, as recorded in Map Book 27, page 117) as recorded in Map Book 31 page 92, in the Office of the Judge of Probate of Shelby County, Alabama, also being situated in the Northwest Quarter of the Southeast Quarter of Section 4, Township 22 South, Range 2 West, St. Stephens Meridian, Shelby County, Alabama, and being more particularly described as follows:

Commence at an axle found at the southwest corner of the Southwest Quarter of the Northeast Quarter, of Section 4, Township 22 South, Range 2 West, St. Stephens Meridian, Shelby County, Alabama; thence run North 02°06'24" West along the west line of said quarter, for a distance of 512.99 feet; thence leaving said quarter line, run South 89°47'07" East for a distance of 1036.65 feet to the west right-of-way line of Highway 31 (right-of-way width 100 feet); thence run South 10°16'53" East along said right-of-way line, for a distance of 466.48 feet to a point (50 feet left of 290+25.0) at the intersection of said right-of-way line and the west right-of-way line of I-65 (right-of-way width varies); thence run South 79°34' 19" West continuing along said right-of-way line, for a distance of 49.72 feet to a point (100 feet left of 290+25.0) to the Point of Curvature of a curve to the right, having a radius of 854.81 feet, a central angle of 05°36' 58", a chord length of 83.76 feet and a chord bearing of South 07°31' 03" East; thence continue along the arc of said curve and said right-of-way for a distance of 83.79 feet to a capped iron found (PLS #19262) and the POINT OF BEGINNING; said point also being the Point of Curvature of a curve to the right, having a radius of 854.81 feet, a central angle of 10°08' 50", a chord length of 151.19 feet and a chord bearing of South 00°21' 51" West; thence continue along the arc of said curve and right-of-way for a distance of 151.39 feet to the Point of Curvature of a non-tangent curve to the left, having a radius of 121.50 feet, a central angle of 20°57' 11", a chord length of 44.19 feet and a chord bearing of North 79°08' 51" West; thence, leaving said right-of-way, continue along the arc of said curve for a distance of 44.43 feet to the Point of Tangency of said curve; thence run North 89°37' 26" West for a distance of 121.82 feet to the Point of Curvature of a curve to the right, having a radius of 23.50 feet, a central angle of 90°00' 00", a chord length of 33.23 feet and a chord bearing of North 44°37' 26" West; thence continue along the arc of said curve for a distance of 36.91 feet to the Point of Tangency of said curve; thence run North 00°22' 34" East for a distance of 119.55 feet to a capped iron found (PLS #19262); thence run South 89°39'17" East for a distance of 188.73 feet to the POINT OF BEGINNING; being situated in Shelby County, Alabama.

Parcel 2:

Together with a non-exclusive access easement for the benefit of Parcel 1 as conveyed to Baker Seafood, Inc., on May 29, 2001, and recorded in Inst. # 2001-25731, for the purpose of ingress and egress across the following described property:

Line description of 25 feet ingress and egress easement:

Commence at the SW corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 4, Township 22 North, Range 2 West, Shelby County, Alabama; thence North 02 deg. 06 min. 24 sec. West 512.99 feet; thence South 89 deg. 47 min. 07 sec. East 1036.65 feet; thence South 10 deg. 16 min. 53 sec. East 396.25 feet to the Westerly margin of U.S. Highway 31; thence continue along said road South 10 deg. 16 min. 53 sec. East 80.24 feet; thence continue along said right of way South 79 deg. 34 min. 19 sec. West 49.72 feet; thence continue along said right of way on a curve said curve concave to the West having a radius of 854.82 feet along a chord bearing and distance South 02 deg. 26 min. 38 sec. East for a chord distance of 234.44 feet to the beginning of a 25 foot ingress and egress easement; Thence leaving said right of way along a curve said curve concave to the South having a radius of 121.50 feet along a chord bearing north 79 deg. 08 min. 51 sec. West for a distance of 44.19 feet; thence North 89 deg. 37 min. 26 sec. West 121.82 feet to the beginning of a curve said curve concave to the northeast having a radius 23.50 feet along a chord bearing North 44 deg. 37 min. 26 sec. West a chord distance of 33.23 feet; thence north 00 deg. 23 min. 01 sec. East 230.63 feet to the beginning of a curve said curve concave to the Southeast having a radius of 43.50 feet on a chord bearing North 40 deg. 02 min. 50 sec. East a chord distance of 55.54 feet; thence North 79 deg. 43 min. 07 sec. East 120.73 feet; thence South 10 deg. 16 min. 53 sec. East 5.0 feet; thence North 79 deg. 43 min. 07 sec. East 40.25 feet; thence South 65 deg. 30 min. 48 sec. East 18.21 feet to the point of beginning, said easement being 25 feet left of the above described line begin a 25 foot ingress and egress easement; being situated in Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
08/09/2024 02:15:19 PM
\$40.00 BRITTANI
20240809000248680

Allen S. Bayl