

LANDLORD'S WAIVER & CONSENT

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TO: \_\_\_\_\_  
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PREMISES: 3317 Wade Hampton Blvd., Taylors, South Carolina

CLIENT: J-Mac Pizza Hut, Inc.

Undersigned is the Owner of the above-described premises. Undersigned understands that Client has on Premises or will install on Premises equipment ("Equipment") either owned by you or in which you have or will have a security interest. For valuable consideration, receipt of which is acknowledged, Undersigned consents and agrees as follows:

1. That Undersigned recognizes and acknowledges that any claim or claims that you or your assigns have or may hereafter have against such Equipment is superior to any lien or claim of any nature which Undersigned now has or may hereafter have to such Equipment by statute, agreement or otherwise.

2. That each and every right which Undersigned now has, or may hereafter have, under any law, or by virtue of any agreement, now in effect or hereafter executed by Client to levy or distraint upon Equipment for rent, in arrears, in advance or both, or to claim or assert title to Equipment is hereby waived.

3. That Equipment shall remain personal property notwithstanding the manner or mode of the attachment of Equipment to Premises and shall not become fixtures.

4. In the event of default by Client in the performance of any of the terms and conditions of any agreement with you, you or your assigns may remove Equipment, or any part thereof, from Premises, in accordance with the terms and conditions of such agreement. Undersigned will make no claim whatsoever to Equipment. In the event of any such default by Client, Undersigned may direct you or your assigns to remove Equipment upon three (3) months' advance written notice.

5. You or your assigns may, without affecting the validity of this Agreement, extend the times or payment of any indebtedness of Client, to you or assigns or the performance of any of the terms and conditions of any agreement, without the consent of undersigned and without giving notice thereof to Undersigned.

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[Signature]

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