

This Instrument Prepared by:
Baker, Donelson, Bearman & Caldwell
1700 Nashville City Center
511 Union Street
Nashville, Tennessee 37219
Attention: John F. Rogers, Jr., Esq.
Phone: (615) 726-5600

Inst # 1999-13440

03/31/1999-13440
10:06 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
008 CRH 1573.50

MEMORANDUM OF LEASE

March, 1999 by and between **SOUTHMARK PROPERTIES, L.L.C.**, an Alabama limited liability company, **INTERSTATE RESTAURANT INVESTORS, L.L.P.**, an Alabama limited liability partnership, and **FRANK C. ELLIS**, a resident of the State of Alabama, all as tenants-in-common (collectively referred to hereinafter as the "Landlord"); and **LOGAN'S ROADHOUSE, INC.**, a Tennessee corporation (hereinafter referred to as the "Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant have entered into a certain Ground Lease Agreement, dated July, 1998, as amended by Amendment to Ground Lease dated March 12, 1999 (hereinafter referred to, collectively, as the "Lease") regarding a certain tract or parcel of identified as Lot 1-A of Resource Center as containing approximately 1.94 acres (84,573 square feet of area) located on U.S. Highway 280, Birmingham, Shelby County, Alabama; all as more particularly described in Exhibit "A" attached hereto and incorporated fully by reference, together with any buildings and other improvements erected thereon by Tenant or its successors or assigns (hereinafter the referenced land and all improvements are, collectively, referred to as the "Premises"); and

WHEREAS, Landlord and Tenant desire to enter into this Memorandum of Lease for recordation acknowledging certain obligations and covenants set forth in the Lease.

NOW, THEREFORE, for Ten Dollars (\$10.00) cash in hand paid, for other consideration received, the receipt and sufficiency of which are hereby acknowledged by the parties, and in consideration of those premises and the undertakings of the parties hereto, the parties hereby agree and state as follows:

1. The Initial Term (as defined under the Lease) shall be for a period of twenty (20) years and shall commence on November 10, 1998 (which date also is the "Rent Commencement Date" under the Amendment to Ground Lease) and shall, subject to Tenant's right to exercise those Extension Options provided for under the Lease, expire on November 30, 2018.
2. So long as no event of default (as defined under the Lease) exists at the expiration of the Initial Term or any applicable Extension Term (as also defined under the Lease), Tenant has the right and option, pursuant to Section 2 of the Lease, to extend the Term of the Lease for up to four (4) consecutive terms of five (5) years each, with the first Extension Term to begin upon the expiration of the

Initial Term and each subsequent Extension Term to begin upon the expiration of the immediately preceding Extension Term.

3. Pursuant to the terms of the Lease, in connection with the construction, repair and maintenance of Improvements on the Premises, Tenant has covenanted and agreed with Landlord that Tenant will not permit or suffer to be filed or claimed against Landlord or against the Premises for any building or improvement constructed thereon, any mechanic's, materialmen's or similar lien.

4. Pursuant to Section 7 of the Lease, provided Tenant is operating a restaurant on the Premises with a steakhouse or "roadhouse" concept, Landlord has covenanted not to sell or lease any other parcel within the Resource Center Subdivision development of which the Premises is a part of to another restaurant having a steak and/or "roadhouse" concept (i.e., any restaurant which specializes in steaks and serves alcoholic beverages by drink, including, but not limited to Outback Steakhouse, Texas Roadhouse, Longhorn Steaks, or Roadhouse Grill) as they now conduct their business operations. Notwithstanding the foregoing exclusive use, it is not intended that family "budget" steakhouses that do not serve alcoholic beverages, such as Quincy's, Golden Corral, Western Sizzling or other similar concepts are to be excluded. The grant to Tenant under the Lease of such exclusive use for a steakhouse or "roadhouse" concept is not intended to prohibit any restaurant which includes steak merely as a menu item, provided that steaks are not the primary focus of the menu selection and the restaurant does not utilize a "roadhouse" concept-theme.

5. This Memorandum of Lease is prepared for recording pursuant to Alabama Code § 35-4-51.1 in order to put all persons on notice of the existence of the Lease and the rights and obligations of the parties under the Lease.

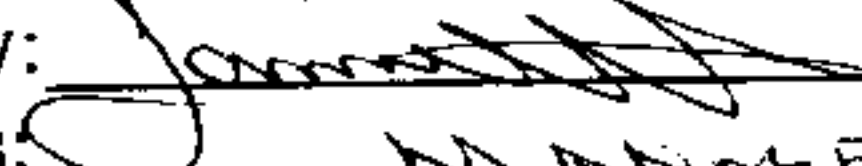
6. Notwithstanding the foregoing, this Memorandum of Lease is but a brief summary of certain provisions of said Lease and is not deemed to amend or modify the Lease in any respect. Reference is hereby made to the Lease for a greater description of the terms and conditions agreed upon by Landlord and Tenant, including, but not limited to, those matters specifically addressed herein.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Lease to be executed on the dates set forth below by their duly authorized representatives but effective as of the day and year first written above.


[Signature pages follow.]

LANDLORD:

SOUTHMARK PROPERTIES, L.L.C.,
an Alabama limited liability company

By: 
Its: MANAGER
Date: 3-12-99

INTERSTATE RESTAURANT INVESTORS, L.L.P.,
an Alabama limited liability partnership

By: 
Its: Gen. Partner
Date: 3-8-99

FRANK C. ELLIS


Date: 3/10/99

TENANT:

LOGAN'S ROADHOUSE, INC.,
a Tennessee corporation

By: 

Its: Sr. Vice President

Date: 2/22/99

STATE OF Alabama)

COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that James A. Brund, whose name as Member 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 this document, he, in his capacity as such member and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 17th day of March, 1999.

[AFFIX SEAL]

[Signature]
Notary Public
My commission expires: MY COMMISSION EXPIRES MAY 17, 2002

STATE OF Alabama)

COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that John McGeever, whose name as Partner of **Interstate Restaurant Investors, L.L.P.**, an Alabama limited liability partnership, 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 this document, he, in his capacity as such partner, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 11th day of March, 1999.

[AFFIX SEAL]

Judith Ann Lemsky
Notary Public
My commission expires: 1-11-03

STATE OF Alabama)

COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that **Frank C. Ellis**, whose name 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 this document, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 10th day of March, 1999.

Janni E. Culver

Notary Public

My commission expires: 1-3-

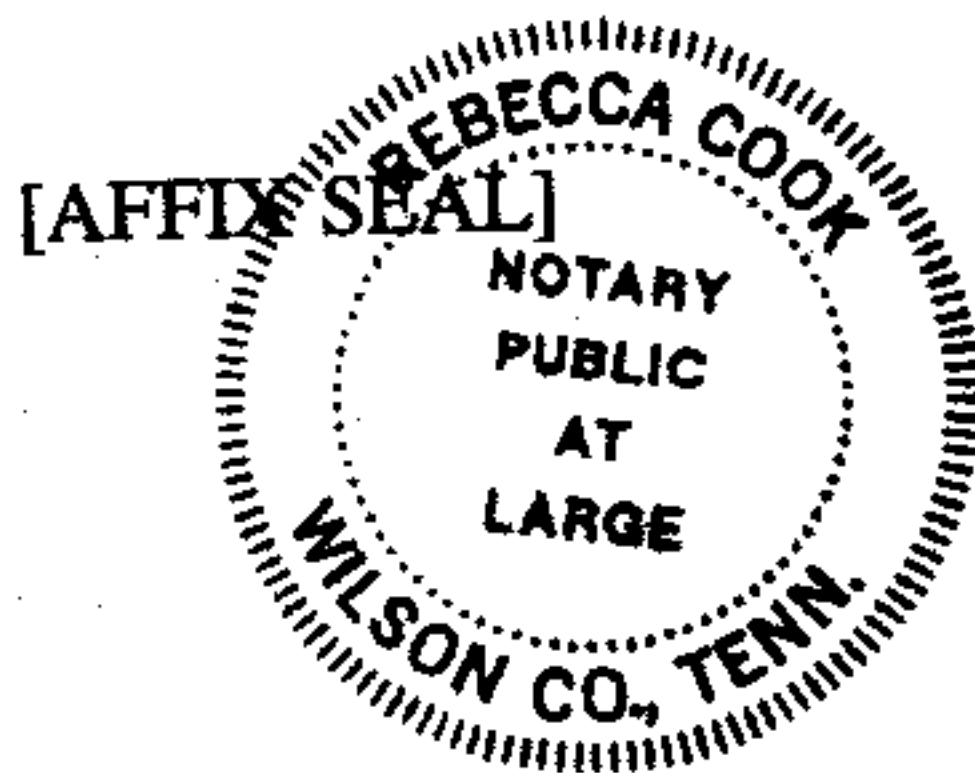
[AFFIX SEAL]

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, a Notary Public in and for the State and County aforesaid, personally appeared Ralph W. McCracken, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself (or herself) to be the Sr. Vice President of Logan's Roadhouse, Inc., the within named bargainor, a corporation, and that he as such Sr. Vice President, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him self as such Sr. Vice President

WITNESS my hand and seal at office, on this the 22 day of February, 1999.



Rebecca Cook
Notary Public
My commission expires: 6/2/02

EXHIBIT "A"

Lot 1A, according to the Map of Resource Center, recorded in the Probate Office of Shelby County, Alabama, at Map Book 24, Page 118, and said lot being a part of the SW ¼ of the NW ¼ of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama.

Situated in Shelby County, Alabama.

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