

This instrument prepared by: )  
K. Andrew Hall, Esq. )  
Krass Monroe PA )  
8000 Norman Center Drive, Suite 1000 )  
Minneapolis, MN 55437 )

For Recorder's Use Only

### MEMORANDUM OF LEASE

This Memorandum of Lease is made and entered into as of July 31, 2006 by and between **Capital Real Estate Investments LLC**, an Alabama limited liability company and **Pacifica Katie Avenue LLC**, a Nevada limited liability company, as tenants-in-common, on the one hand (collectively, "Landlord"), and **Bama Star LLC**, a Delaware limited liability company, on the other hand ("Tenant") who agree as follows:

1. Terms and Premises. Landlord leases to Tenant and Tenant leases from Landlord that certain real property (the "Premises"), which legal description is attached hereto and incorporated herein as Exhibit "A," commonly known as:

255 North Main Street  
Montevallo, Alabama 35115  
County of Shelby

commencing on July 31, 2006 and continuing for a period of twenty years from July 31, 2006 with Tenant having two-five year options to extend the term of the Lease.

2. Purpose of Memorandum of Lease. This Memorandum of Lease is prepared for the purpose of recordation and does not modify the provisions of the lease dated July 31, 2006 and entered into by and between Landlord and Tenant (the "Lease"). The Lease is incorporated herein by reference. If there are any conflicts between the Lease and this Memorandum of Lease, the provisions of the Lease shall prevail.

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Shelby Cnty Judge of Probate, AL  
08/07/2006 03:10:06PM FILED/CERT

Dated this 25 day of July, 2007  
Signed, sealed and delivered in the presence of

[Signature]  
unofficial witness  
[Signature]  
unofficial witness

**LANDLORD:**  
**Capital Real Estate Investments LLC,**  
An Alabama limited liability company

By:

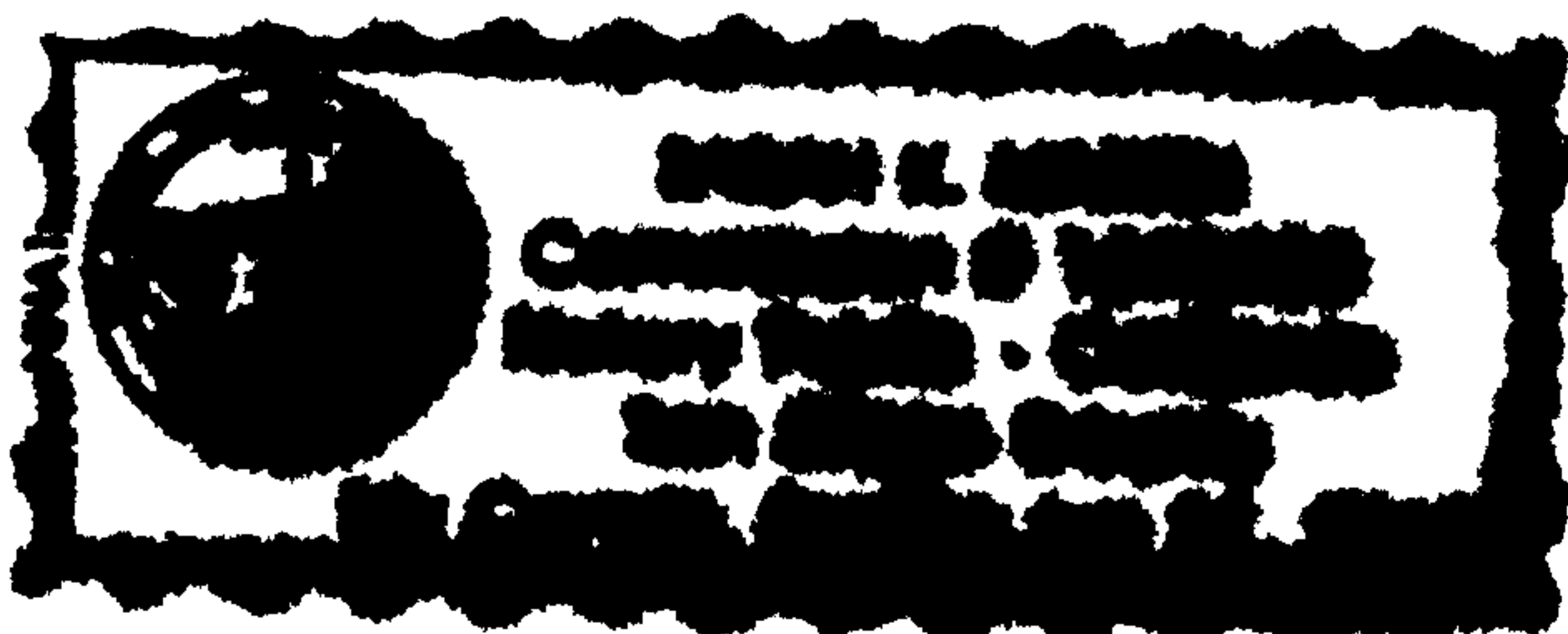
[Signature]  
Randy Rivera, its Manager

STATE OF CALIFORNIA

COUNTY OF San Diego

I, the undersigned Notary Public hereby certify that Randy Rivera, whose name as Manager of Capital Real Estate Investments LLC, an Alabama limited liability company, 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, s/he, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and notarial seal this 28<sup>th</sup> day of June, 2006



[Signature]  
Notary Public  
My Commission Expires: June 27th 2010



Dated this 28 day of July, 2006  
Signed, sealed and delivered in the presence of

Evelyn Magual  
unofficial witness

Monica Small  
unofficial witness

**LANDLORD:**

**Pacifica Katie Avenue LLC,**  
A Nevada limited liability company

By: PAC Katie Avenue, Inc.  
A Nevada corporation, its Manager

By: Deepak Israni  
Deepak Israni, its Secretary

STATE OF CALIFORNIA

COUNTY OF San Diego

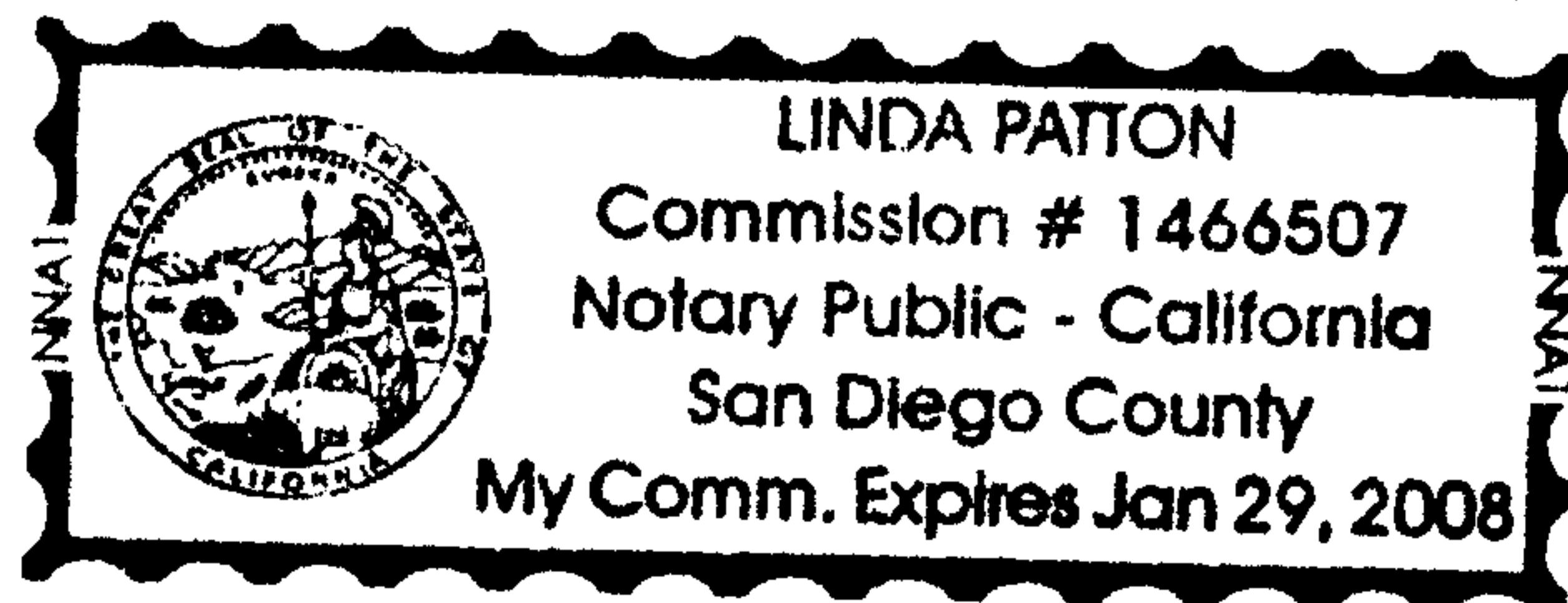
I, the undersigned Notary Public hereby certify that Deepak Israni, whose name as Manager of PAC Katie Avenue LLC, an Nevada corporation, the manager of Pacifica Katie Avenue LLC, a Nevada limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and notarial seal this 28 day of July, 2006.

Linda Patton

Notary Public

My Commission Expires: 29 Jan. 2008



Dated this 31 day of July, 2006.  
Signed, sealed and delivered in the presence of

*Paul H. H.*  
unofficial witness

*Robert Hardin*  
unofficial witness

**TENANT:**  
**Bama Star LLC,**  
a Delaware limited liability company

By: *Frank C. Heath, Jr.*  
Frank C. Heath, Jr., its Manager

STATE OF ALABAMA

COUNTY OF Jefferson

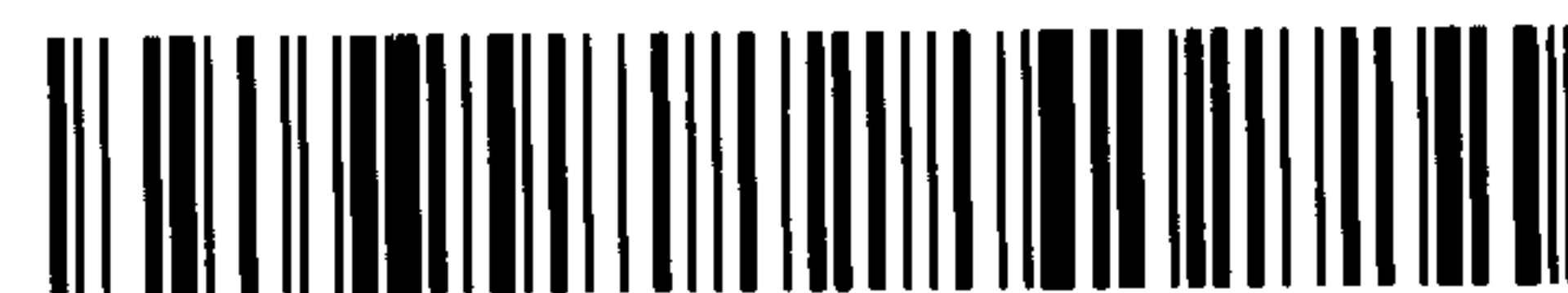
I, the undersigned Notary Public hereby certify that Frank C. Heath, Jr., whose name as Manager of Bama Star LLC, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and notarial seal this 31 day of July, 2006.

*Sonya A. Grude*

Notary Public My Commission Expires 9/24/2007  
My Commission Expires: 9/24/2007

THIS INSTRUMENT WAS DRAFTED BY:  
K. Andrew Hall, Esq.  
Krass Monroe PA  
8000 Norman Center Drive, Suite 1000  
Minneapolis, MN 55437



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**EXHIBIT "A"**

**LEGAL DESCRIPTION**



Commitment Number: 4875T-05X



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**EXHIBIT "A"****PARCEL I:**

Lot numbered Thirteen (13) in the Storrs and Troy allotment or plot of lands and lots, addition to the town of Montevallo, Shelby County, Alabama, according to the survey and plot of N. B. Dare, made January 22nd, 1884, which is duly recorded in the Office of the Probate Judge for Shelby County, Alabama, in Map Book 3, page 3. Said lot being situated in Shelby County, Alabama.

**PARCEL II:**

Lot 14, according to Storrs and Troy Addition to Town of Montevallo, Alabama, as surveyed by N. B. Dare, as recorded in Map Book 3, on page 3 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama. EXCEPT the Southeast 10 feet for widening of Island Street.

**PARCEL III:**

Lot Number 16, in the Storrs and Troy allotment of lands as the Town of Montevallo, according to survey and plat of N. B. Dare, January 22, 1884, which is recorded in the Probate Court of said County in Map Book 3 page 3.

LESS AND EXCEPT A part of Lot 16 in the Storrs and Troy Allotment of Lands at the Town of Montevallo, according to Survey and Plat of N. B. Dare, January 22, 1884, which is recorded in the Probate Court of said County in Map Book 3 page 3. Said part of Lot 16 being more particularly described as follows: Begin at the Northmost corner of said Lot 16, said point being on the southerly side of Main Street, and run along the easterly side of said Lot 16, towards Island Street for a distance of 100 feet; thence run in a southwesterly direction and parallel with Main Street a distance of 43 feet; thence run in a northwesterly direction and parallel with the easterly side of said Lot 16 a distance of 100 feet to the southerly side of Main Street; thence run in a northeasterly direction along said southerly side of Main Street a distance of 43 feet to the point of beginning.

All being situated in Shelby County, Alabama.

**TOGETHER WITH:****PARCEL IV:**

That tract of land situated between the existing Southeasterly right-of-way line of Main Street and the Southeasterly right-of-way line as recorded in Map Book 3, page 3, in the Office of the Judge of Probate of Shelby County, Alabama, which is Northwesterly of and perpendicular to Lot 13, and the Southwesterly 67.0 feet of Lot 16, of said Map Book 3, page 3, in the Storrs and Troy allotment or plot of lands and lots, Addition to the Town of Montevallo, Shelby County, Alabama, according to the survey of N. B. Dare, made January 22, 1884.

**And also described as:**

A tract of land being Lot 13, Lot 14 and a portion of Lot 16 in the Storrs and Troy allotment or plot of lands and lots Addition to the Town of Montevallo, Shelby County, Alabama according to the Survey and Plot of N. B. Dare, made January 22nd, 1884, which is duly recorded in the Office of the Probate Judge for Shelby County, Alabama, Map Book 3, page 3, said lots being situated in Shelby County, Alabama and being more particularly described as follows:

Beginning at an iron pin located on the Southeast Corner of said Lot 14, said point being on the west 50 foot right-of-way margin of Island Street, said point also being the TRUE POINT OF BEGINNING; thence run S 52°52'30" W along the south boundary line of said Lot 14 and the west 50 foot right-of-way margin of Island Street for a distance



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no. 1436

Commitment Number: 4875T-05X

of 101.50 feet to the Southwest Corner of said Lot 14; thence run N 36°45'00" W along the west boundary line of said Lot 14 for a distance of 204.23 feet to the Northwest Corner of said Lot 14 and a point on the south boundary line of said Lot 13; thence run S 53°15'00" W along said south boundary line of Lot 13 for a distance of 8.50 feet to the Southwest Corner of said Lot 13; thence run N 36°45'00" W along the west boundary line of said Lot 13 for a distance of 199.09 feet to a point on the south 80 foot, platted, right-of-way margin of North Main Street; thence run N 51°42'55" E along said south 80 foot, platted, right-of-way margin for a distance of 177.08 feet to a point on the west boundary line of the property owned by Loyd V. Harris and Clifortine K. Harris, Deed Book 310, page 417, on record at said Probate Office; thence run S 36°45'00" E along said west boundary of the Harris property for a distance of 100.00 feet to the Southwest Corner of said Harris property; thence run N 51°42'55" E along the south boundary line of said Harris property for a distance of 43.00 feet to a point on the east boundary line of said Lot 16; thence run S 36°45'00" E along said east boundary line of Lot 16 for a distance of 104.98 feet to the Southeast Corner of said Lot 16; thence run S 53°15'00" W along the south boundary line of said Lot 16 for a distance of 110.00 feet to the Southwest Corner of said Lot 16 and the Northeast Corner of said Lot 14; thence run S 36°45'00" E along the east boundary line of said Lot 14 for a distance of 203.56 feet to a point and back to the TRUE POINT OF BEGINNING.

Shelby County, AL 08/07/2006  
State of Alabama

Deed Tax: \$637.00