

Prepared by, and return to;  
Maureen Theresa Callahan, Esq.  
Troutman Sanders LLP  
600 Peachtree Street  
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Inst # 1997-17730

06/05/1997-17730  
04:15 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
005 HCD 198.00

**SHORT FORM LEASE**

THIS SHORT FORM LEASE, made and entered into this 4<sup>th</sup> day of June, 1997, by and between B.V. KUMAR, an individual (hereinafter referred to as "Landlord"), and CHICK-FIL-A, INC., a Georgia corporation (hereinafter referred to as "Tenant").

**W I T N E S S E T H:**

WHEREAS, Landlord and Tenant have entered into that certain Ground Lease dated March 14, 1997 (the "Lease"); and

WHEREAS, the parties hereto desire to file this Short Form Lease for record in the Records of Shelby County, Alabama to provide record notice of the Lease and the terms and conditions contained therein with respect to the Demised Premises (as hereinafter defined).

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the Lease, Landlord and Tenant hereby agree as follows:

1. Premises: Landlord hereby leases and lets to Tenant, and Tenant hereby takes and hires from Landlord, upon and subject to the terms, conditions, covenants and provisions hereof, all that certain tract, piece or parcel of land (the "Land"), located on the south side of Highway 119, Shelby County, Alabama, which is more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof; TOGETHER WITH any and all buildings, improvements, and structures located on the Land, and any right, title and interest of Landlord in and to any land lying on the bed of any street, road or highway in front of or adjoining said Land, together with any strips and gores relating to said Land (all the foregoing being hereinafter referred to as the "Demised Premises").

2. Term. The term of the Lease commenced on 4<sup>th</sup> June, 1997 (the "Commencement Date"), and shall terminate on the last day of the month which is fifteen (15) years after the Rental Commencement Date unless sooner terminated or extended as provided in the Lease. Tenant has the right to extend the term of the

AP. Title

Lease for five (5) consecutive periods of five (5) years each pursuant to the terms of the Lease.

3. Incorporation of Lease. The provisions set forth in the Lease are hereby incorporated into this Short Form Lease as if set out in full herein. In the event of any conflict or inconsistency between the terms of this Short Form Lease and the terms of the Lease, the terms of the Lease shall govern and control for all purposes.

4. Defined Terms. All capitalized terms and words of art which are used but not defined herein shall have the same respective meaning designated for such terms and words of art in the Lease.

5. Tenant's Option to Purchase: Following the date which is ten (10) years after the Commencement Date of the Lease, if the Lease is then in full force and effect, Tenant has the right and option to purchase the Demised Premises from Landlord upon the terms and conditions contained in the Lease.

6. Right of First Refusal. Landlord hereby covenants to Tenant that during the term of the Lease, Landlord shall not sell, transfer or assign all or any portion of the Demised Premises unless the entire Demised Premises is sold, transferred or assigned. Before Landlord shall sell, assign or transfer its right, title or interest in and to the Demised Premises to any party, Landlord shall give Tenant a right of first refusal to purchase the Demised Premises upon the terms and conditions contained in the Lease.

7. Cancellation of Short Form Lease. Upon the request of Landlord following the expiration or termination of the Lease, Tenant shall promptly execute and deliver to Landlord an appropriate release and/or cancellation instrument acknowledging the expiration or termination of the Lease and releasing any and all right, title and interest of Tenant in and to the Demised Premises under the Lease. Such release and/or cancellation instrument shall be executed in proper form for recordation in the Official Records of Shelby County, Alabama.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Short Form Lease to be executed and sealed the day, month and year first above written.

*[Signatures begin on following page]*

As to Tenant:

TENANT

CHICK-FIL-A, INC.,  
a Georgia corporation

Bonnie K. Jacobs  
Witness

By: [Signature]  
Title: President

Attest: [Signature]  
Title: Assistant Secretary

Name: Bonnie K. Jacobs

(CORPORATE SEAL)

Address:  
5200 Buffington Road  
Atlanta, Georgia 30349

GEORGIA  
STATE OF ~~ALABAMA~~  
FULTON )  
COUNTY OF ~~SHELBY~~

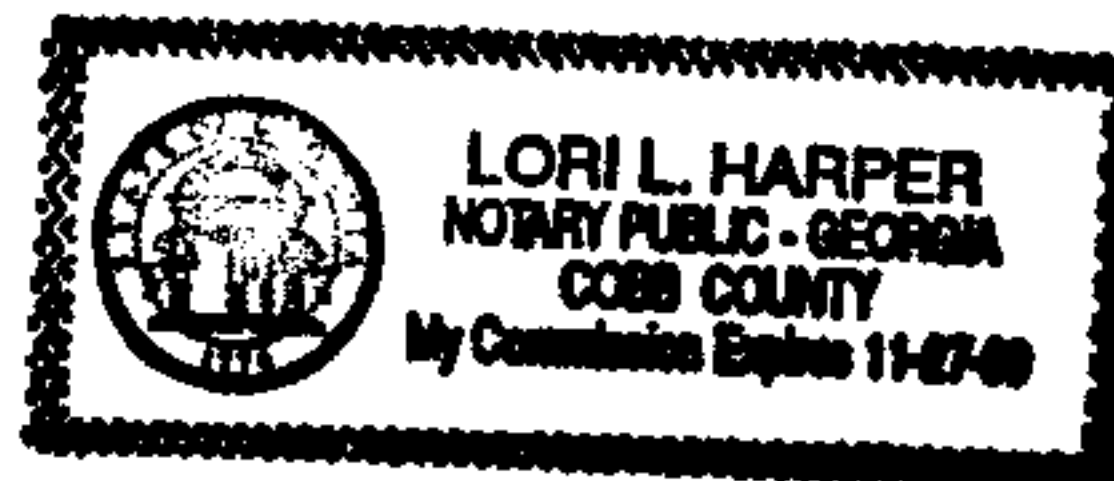
I, the undersigned, a Notary Public in and for said County and in said State, hereby certify that James L. S. Collins and Bureon E. Ledbetter whose name as President and Assistant Secretary respectively of Chick-Fil-A, Inc., a corporation, is signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 27<sup>th</sup> day of May, 1997.

Lori L. Harper  
Notary Public

My Commission Expires:

[SEAL]

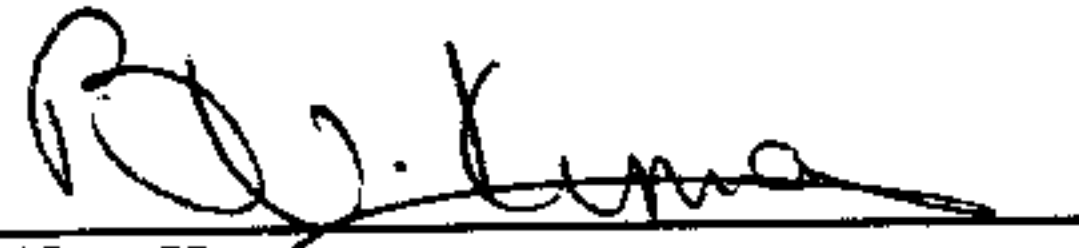


As to Landlord:

LANDLORD

  
Witness

Name: Pooja Patel

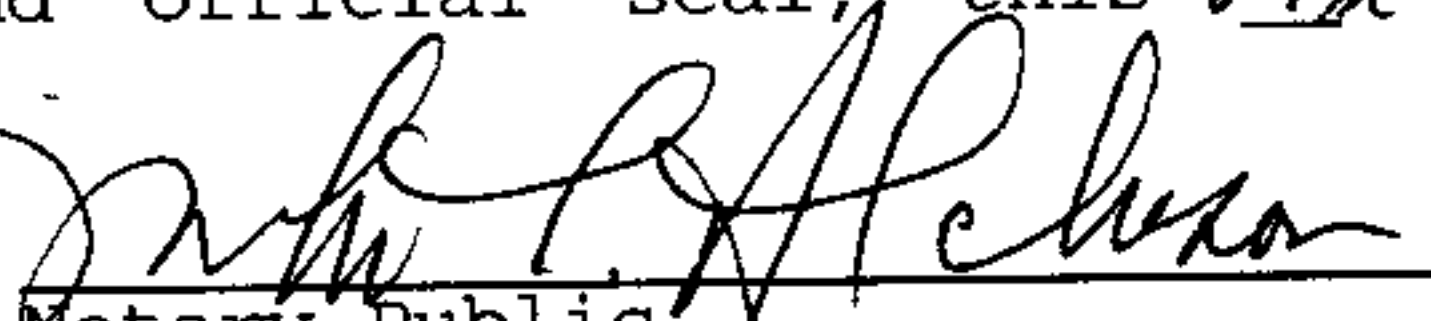
 (Seal)  
B. V. Kumar

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County and in said State, hereby certify that B.V. Kumar whose name is signed to the foregoing conveyance, 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.

Given under my hand and official seal, this 29<sup>th</sup> day of May, 1997.

  
Notary Public

My Commission Expires: 10-16-2000

[SEAL]



## Exhibit A

## COMPILATION DESCRIPTION

Part of the SE 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

From the Southwest corner of the SW 1/4 of SE 1/4 of said Section 31, run in a Northerly direction along the West line of said 1/4 - 1/4 Section for a distance of 872.72 feet; thence turn an angle to the right of 60 degrees 38 minutes and run in a Northeasterly direction for a distance 747.35 feet; thence turn an angle to the right of 88 degrees 39 minutes 40 seconds and run in a Southeasterly direction for a distance of 99.7 feet to an existing iron pin being on the Southerly right-of-way line of Alabama Highway #119; thence turn an angle to the right of 91 degrees 23 minutes 48 seconds and run in a Southwesterly direction along the Southerly right-of-way line of Alabama Highway No. 119 for a distance of 200.0 feet to an existing iron pin, being the Point of Beginning; thence turn an angle to the left of 91 degrees 23 minutes 48 seconds in a Southeasterly direction for a distance of 350 feet along the Easterly property line to a point (hereinafter referred to as "Point A"); continue thence in a Southeasterly direction along the Easterly property line a distance of 55 feet, more or less, to the existing centerline of Bishop Creek; running thence along the existing centerline of Bishop Creek in a generally Northwesterly direction and following the meanderings thereof, a distance of 211.09 feet, more or less, to a point on the Westerly property line, which point is located Southeasterly along the Westerly property line from a point (hereinafter referred to as "Point B"); (the aforesaid distance along the existing centerline of Bishop Creek being traversed by a line from Point A to Point B as follows: turn 106 degrees 27 minutes 26 seconds right at Point A Southwesterly a distance of 215.95 feet to Point B along the Westerly property line); thence leaving the existing centerline of Bishop Creek and running in a Northwesterly direction along the Westerly property line a distance of 88.50 feet, more or less, to a point; continuing thence in a Northwesterly direction along the Westerly property line a distance of 350 feet to the Southerly right-of-way line of Alabama Highway #119, thence turn an angle to the right of 121 degrees 07 minutes 11 seconds Easterly for a distance of 108.81 feet along Southerly right-of-way, thence turn an angle to the left of 31 degrees 07 minutes 11 seconds Northeasterly for a distance of 106.85 feet along said Southerly right-of-way to the Point of Beginning; containing 1.928 acres or 83,986.745 square feet, as shown on survey prepared by Carr & Associates Engineers, Inc., certified by Barton F. Carr, AL PLS No. 16685 on April 1, 1997, last revised June 4, 1997.

Prepared by

~~Bart Carr~~  
AL PLS No. 16685  
June 5, 1997



From a survey performed on April 1, 1997, which survey met or exceeded the Minimum Technical Standards for the Practice of Land Surveying in the State of Alabama and the "Minimum Standards Detail Requirements for ALTA/ACSM Land Title Surveys" and meets the accuracy requirements of a Class A Survey defined herein.

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