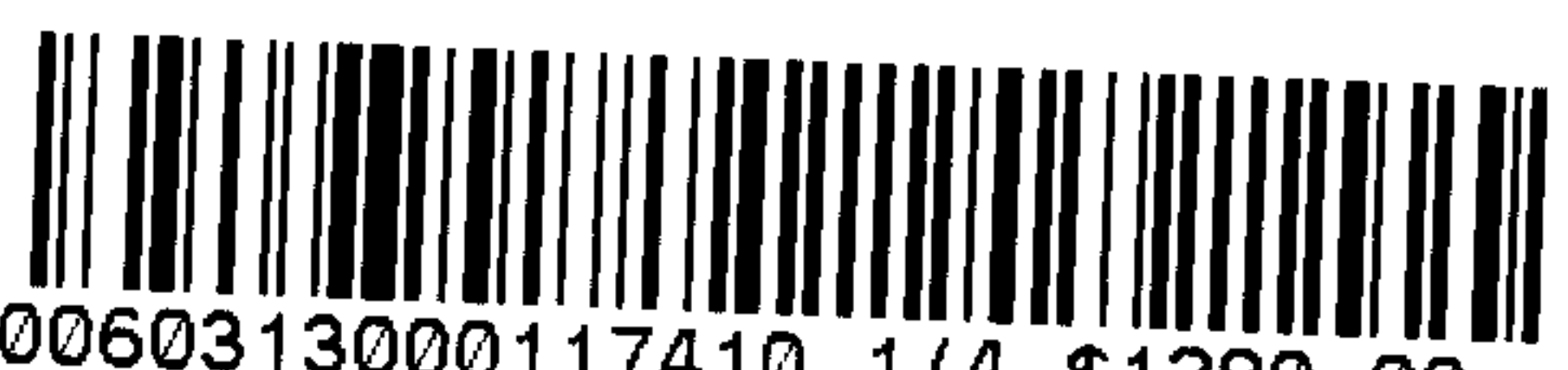


This instrument prepared by:
Calvert C. Sullins, Esq.
Burr & Forman LLP
420 N. 20th Street, Suite 3100
Birmingham, Alabama 35203


20060313000117410 1/4 \$1280.00
Shelby Cnty Judge of Probate, AL
03/13/2006 03:59:02PM FILED/CERT

Shelby County, AL 03/13/2006
State of Alabama

Deed Tax: \$1260.00

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE entered into as of the 30th day of December 2005 (the "Execution Date") by and between ALABASTER MOON BELL, L.L.C., an Alabama limited liability company ("Landlord") whose address is P.O. Box 361137, Birmingham, Alabama 35236 and TACALA, LLC, a Delaware limited liability company ("Tenant"), whose address is 4268 Cahaba Heights Court, Birmingham, Alabama 35243.

RECITALS:

Landlord and Tenant entered into that certain lease agreement (the "Lease") dated April 11, 2005, as amended by that certain Lease Amendment Number 1 dated as of May 6, 2005, whereby Landlord agreed to lease to Tenant, and Tenant agreed to lease from Landlord, certain real estate located in the City of Alabaster, Shelby County, Alabama.

WITNESSETH:

NOW, THEREFORE, pursuant to the provisions of the Lease, Landlord and Tenant mutually desire to execute this Memorandum of Lease in order to provide notice under the recording statutes of the State of Alabama:

1. The name of the Landlord is Alabaster Moon Bell, L.L.C..
2. The name of the Tenant is Tacala, LLC.
3. The term of the Lease commences on November 29, 2005 and expires on November 30, 2025.
4. The specific legal description of the leased premises is set forth in Exhibit A attached hereto and made a part hereof.
5. The options to renew or extend the term of this lease are as follows: four (4) additional consecutive periods of five (5) years each.
6. The lease contains a covenant not to compete as follows: Landlord covenants and agrees that, during the term of the lease, Landlord shall not, except with the written consent of Tenant, directly or indirectly, engage in or lease or permit any premises owned or leased by Landlord within a radius of two and a half (2.5) miles from the Premises to be occupied as a fast casual or quick service restaurant which prepares or sells Mexican style food products. Fast casual, for the purposes of the Lease, is defined as a restaurant with no table service. Quick service is defined as a restaurant with no table service and containing a drive thru. If Landlord is a corporation, this covenant shall apply to its officers, directors, subsidiaries, and affiliates. This covenant shall be inapplicable to the holder of a first mortgage covering

the Leased Premises, a nominee of such holder, or any other person, firm, or corporation, which shall acquire the Leased Premises upon a foreclosure of such mortgage or upon delivery of a deed in lieu of such foreclosure. This covenant shall be inapplicable if no portion of the Leased Premises is used as a restaurant for a period exceeding twelve (12) consecutive months, which period shall not include any period during which the Leased Premises are being constructed, altered, remodeled, or renovated, any period after damage or destruction by fire or other casualty or a taking prior to full repair of the Leased Premises, or any period during which the use of the Leased Premises as a restaurant is affected by an unavoidable delay.

7. Pursuant to the Lease, Landlord and Tenant have granted Taco Bell Corp., a California corporation, and its affiliates certain conditional rights, including possession, in and to the Premises.

8. This Memorandum of Lease is subject to all the terms and conditions of the Lease which are hereby incorporated herein by this reference, and in the event of any conflict between the terms of this Memorandum of Lease and the Lease, the terms of the Lease shall control. The Lease sets forth the entire agreement of the parties thereto and this Memorandum of Lease does not alter, amend or change the Lease in any way.

IN WITNESS WHEREOF, the parties hereto have each caused this Memorandum of Lease to be executed, under seal, as of the date hereinabove written.

LANDLORD:

ALABASTER MOON BELL, L.L.C., an Alabama limited liability company

By: Ajlouny Investments, L.L.C., an Alabama limited liability company, its Manager

By: Naseem M. Ajlouny
Naseem M. Ajlouny
Its Manager

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that NASEEM M. AJLOUNY, whose name Manager of AJLOUNY INVESTMENTS, L.L.C., an Alabama limited liability company, acting in its capacity as Manager of ALABASTER MOON, BELL, L.L.C, 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 such instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company acting in its capacity as Manager of Alabaster Moon Bell, L.L.C..

Given under my hand and seal, this 30th day of December, 2005.

Naseem M. Ajlouny
NOTARY PUBLIC

[SEAL]

My Commission Expires: 4/1/07

TENANT:

TACALA, LLC, a Delaware limited liability company

By: 

John Figert

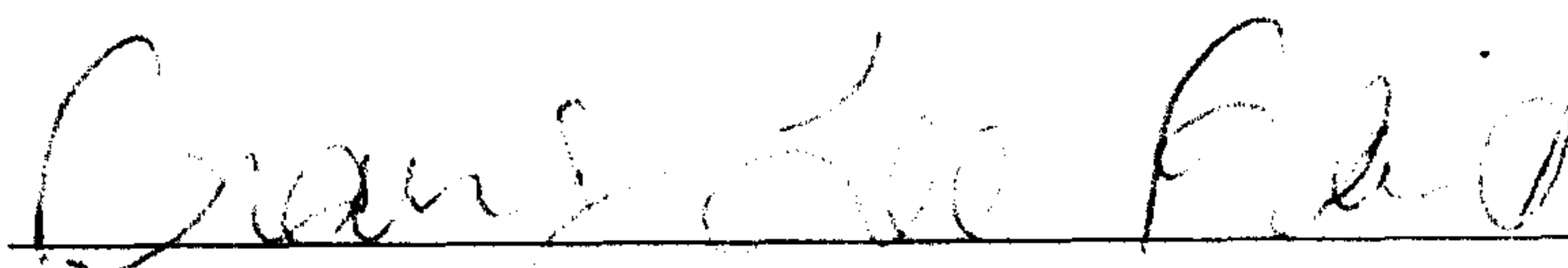
Its: Vice President of Development

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that JOHN FIGERT, whose name as Vice President of Development of TACALA, 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 such instrument, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal, this 10 day of November, 2006




NOTARY PUBLIC

[SEAL]

My Commission Expires: 6-22-08

Exhibit A
To Memorandum of Lease



20060313000117410 4/4 \$1280.00
Shelby Cnty Judge of Probate, AL
03/13/2006 03:59:02PM FILED/CERT

Legal Description of the Leased Premises

Lot 10A, according to the Survey of Final Plat of Colonial Promenade Alabaster Survey, as recorded in Map Book 35, page 102 A & B, in the Probate Office of Shelby County, Alabama.