

STATE OF ALABAMA       )  
SHELBY COUNTY         )

**MEMORANDUM OF LEASE**

**THIS MEMORANDUM OF LEASE** is made and entered into as of July 25, 2008, by and between **MANAGEMENT FUTURES, INC.**, an Alabama corporation ("Landlord"); and **CHICKEN SCRATCH AT 280, INC.**, an Alabama corporation ("Tenant").

1.     **Premises.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord certain premises located in the County of Shelby, State of Alabama, as more particularly described on Exhibit A attached hereto and made a part hereof (the "Premises"), upon and subject to such covenants and agreements as are set forth in a certain Lease Agreement between Landlord and Tenant of even date herewith (the "Lease"), which Lease is incorporated herein by reference.

2.     **Term.** The term of the Lease shall be for ten (10) years, commencing on the earlier of the date on which Tenant opens for business in the Premises or one hundred twenty (120) days from the date hereof and continuing for ten (10) years from such commencement date (the "Initial Term"), unless sooner terminated or extended as provided for in the Lease. Pursuant to the Lease, Tenant has the right and option to extend the Initial Term for three successive terms of five years each, to begin upon the expiration of the Initial Term, as extended, subject to certain conditions set forth in the Lease, for a total possible term of 25 years.

3.     **Entire Agreement.** All of the terms, provisions, covenants and agreements contained in the Lease are incorporated herein by reference in the same manner and to the same extent as if all of such terms, provisions, covenants and agreements were expressly set forth herein; and nothing contained in this Memorandum of Lease shall be deemed, construed, or implied to alter, modify or amend in any manner whatsoever any of the terms, provisions, covenants or agreements contained in the Lease.

4.     **Purpose.** Landlord and Tenant acknowledge that the information contained herein is true and correct and that they intend to place this Memorandum of Lease of record for the purpose of giving public notice of the Lease.

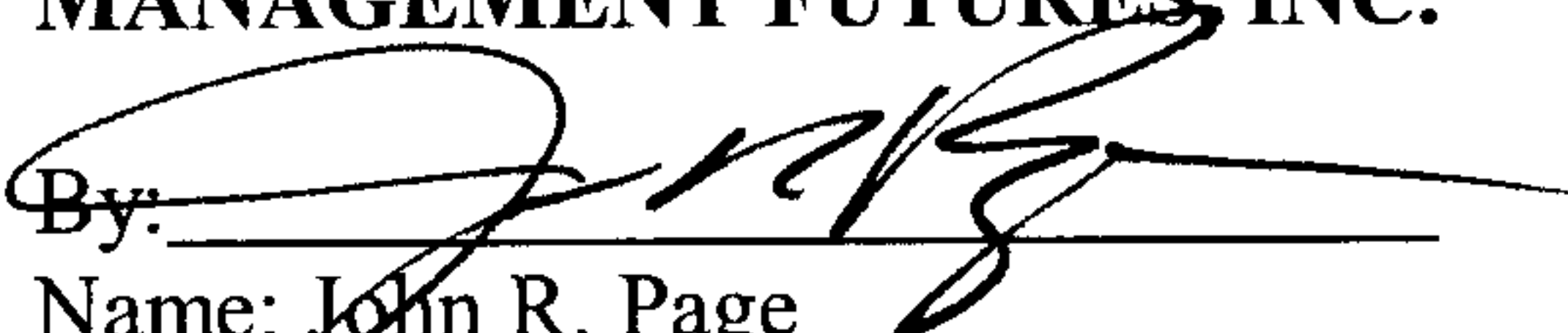
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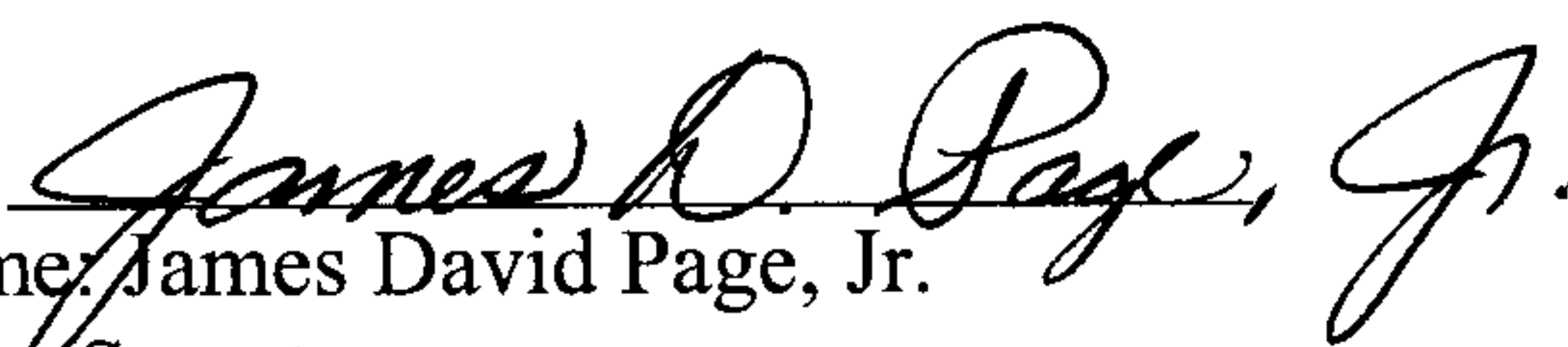
CLAYTON T. SWEENEY, ATTORNEY AT LAW

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Lease to be executed, under seal, as of the day and year first above written.

“Landlord:”

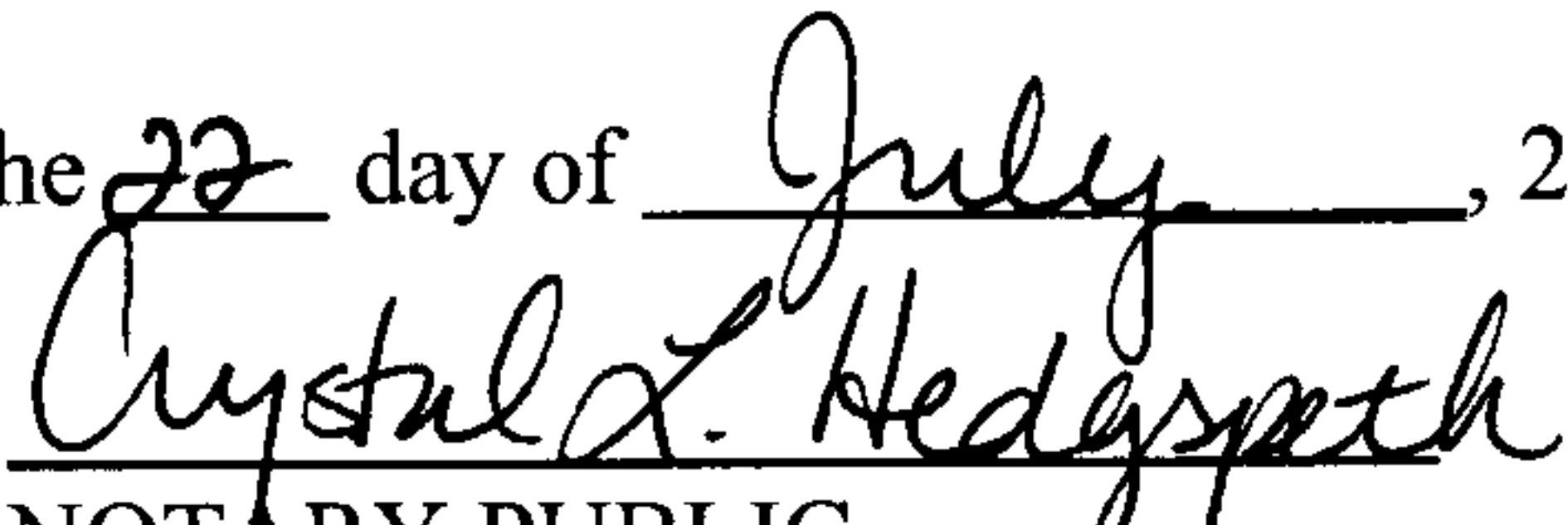
**MANAGEMENT FUTURES, INC.**

By:   
Name: John R. Page  
Title: President

By:   
Name: James David Page, Jr.  
Title: Secretary

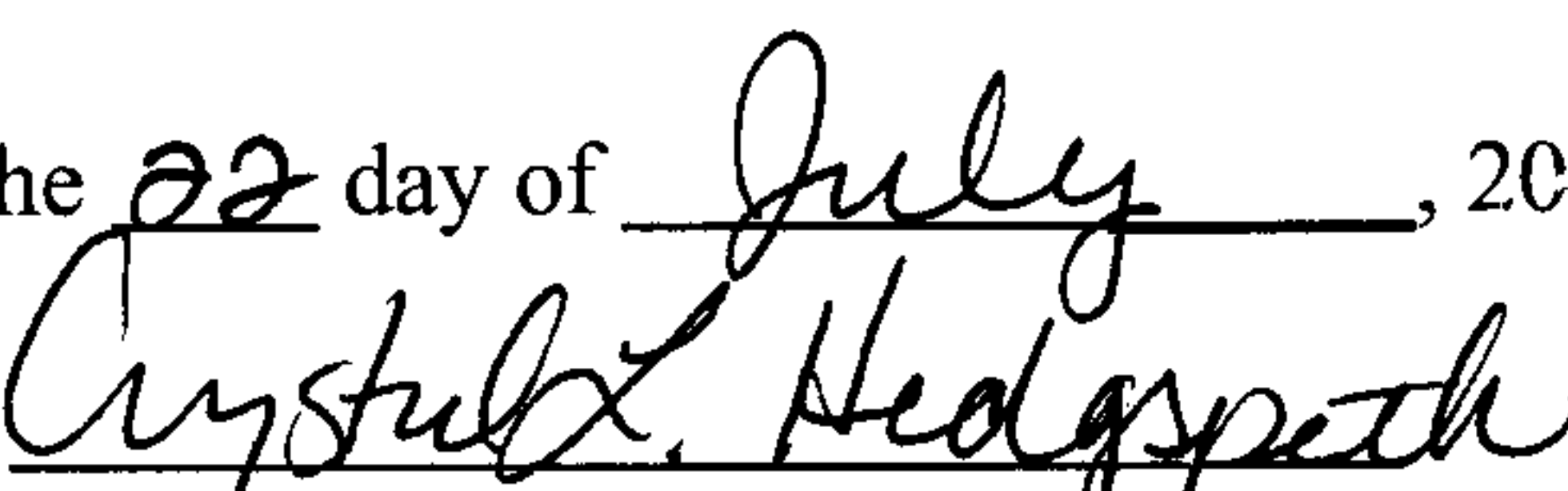
STATE OF ALABAMA     )  
JEFFERSON COUNTY    )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John R. Page, whose name as President of MANAGEMENT FUTURES, INC., an Alabama corporation, 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 said instrument, he, in such capacity and with full authority, executed the same voluntarily for and as the act of said corporation.

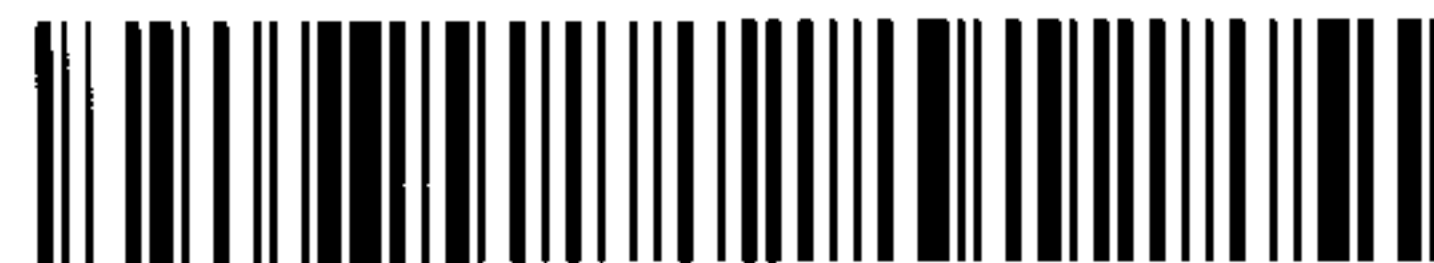
Given under my hand and official seal, this the 22 day of July, 2008.  
  
NOTARY PUBLIC  
My Commission Expires: 9/29/08

STATE OF ALABAMA     )  
JEFFERSON COUNTY    )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James David Page, Jr., whose name as Secretary of MANAGEMENT FUTURES, INC., an Alabama corporation, 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 said instrument, he, in such capacity and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 22 day of July, 2008.  
  
NOTARY PUBLIC  
My Commission Expires: 9/29/08





20081007000397220 3/5 \$904.00  
Shelby Cnty Judge of Probate, AL  
10/07/2008 02:52:31PM FILED/CERT

"Tenant:"

**CHICKEN SCRATCH AT 280, INC.**

By: 

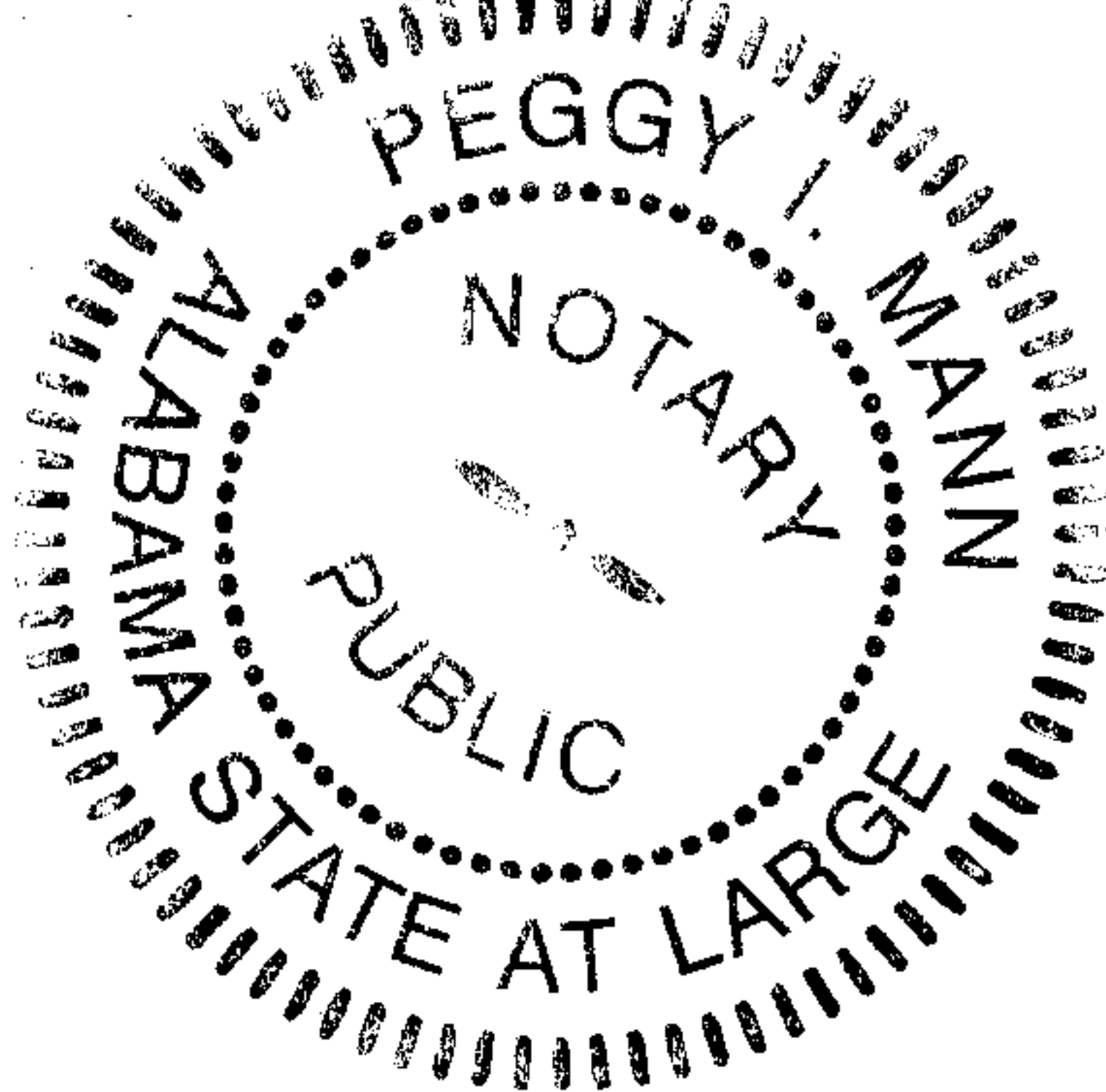
Name: Courtney H. Mason Jr.

Title: President

STATE OF ALABAMA     )  
Shelby COUNTY     )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Courtney H. Mason Jr., whose name as President of CHICKEN SCRATCH AT 280, INC., an Alabama corporation, 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 25 day of July, 2008.





NOTARY PUBLIC

My Commission Expires: 2-5-11

PEGGY I. MANN  
COMMISSION EXPIRES FEB 5, 2011

**THIS INSTRUMENT PREPARED BY:**

Crystal Holmes, Esq.  
Sirote & Permutt, P.C.  
2311 Highland Avenue South  
Birmingham, Alabama 35205  
Telephone: (205) 930-5142



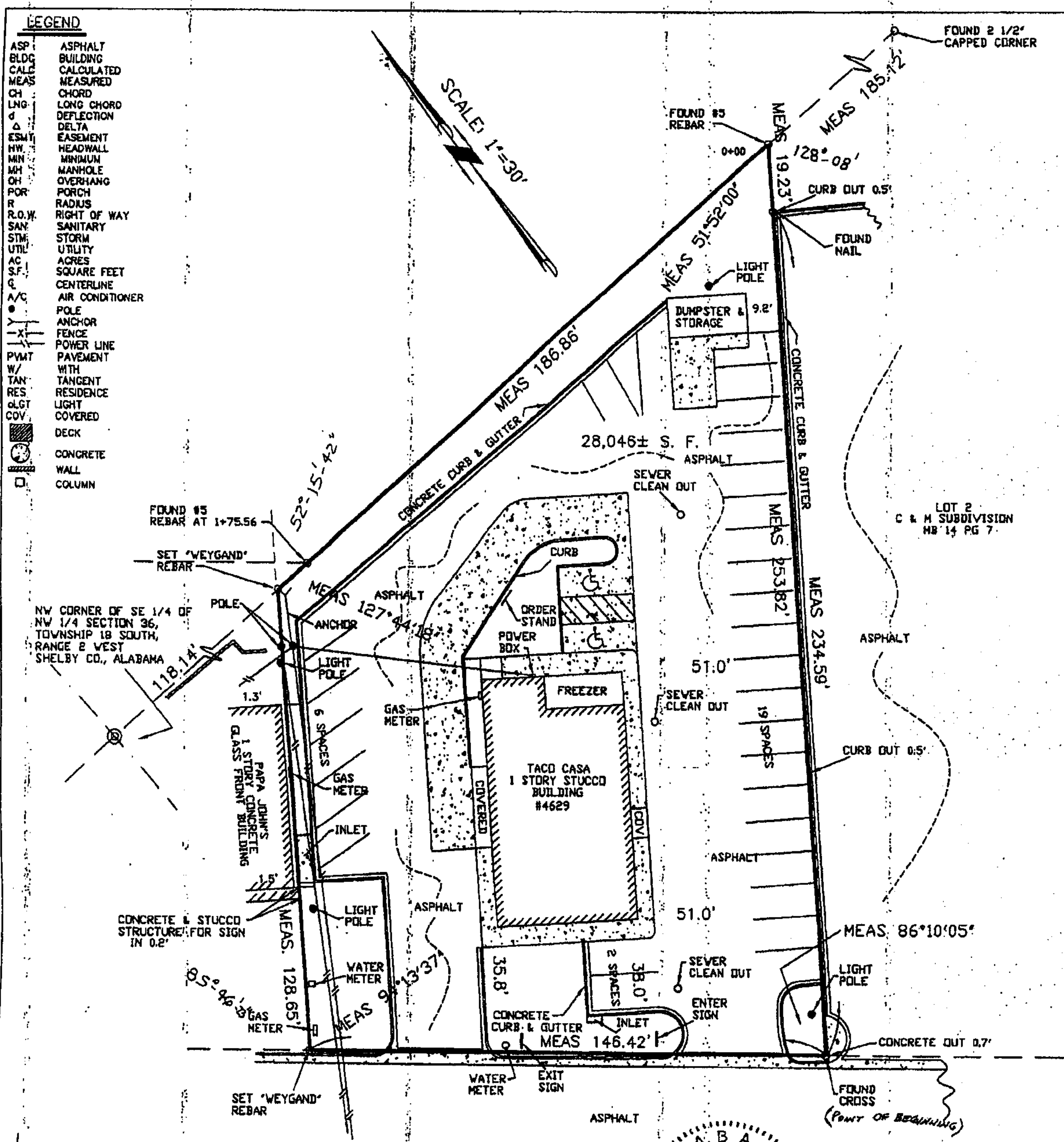
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Shelby Cnty Judge of Probate, AL  
10/07/2008 02:52:31PM FILED/CERT

EXHIBIT "A"  
Description of Premises

Part of Lot 1, C & M Subdivision, a map of which is recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 14, Page 7, and being more particularly described as follows:

Beginning at an existing cross being the locally accepted most southerly corner of said Lot 1, run in a northwesterly direction along the southwest line of said Lot 1 and along the northeast right of way line of U.S. Highway No. 280 for a distance of 146.42 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of 85 degrees 46 minutes 23 seconds and run in a northeasterly direction for a distance of 128.65 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of 52 degrees 15 minutes 42 seconds and run in an easterly direction along the north line of said Lot 1 for a distance of 186.86 feet to an existing #5 iron rebar being the locally accepted most easterly corner of said Lot 1; thence turn an angle to the right of 128 degrees 08 minutes and run in a southwesterly direction for a distance of 253.82 feet, more or less, to the point of beginning.

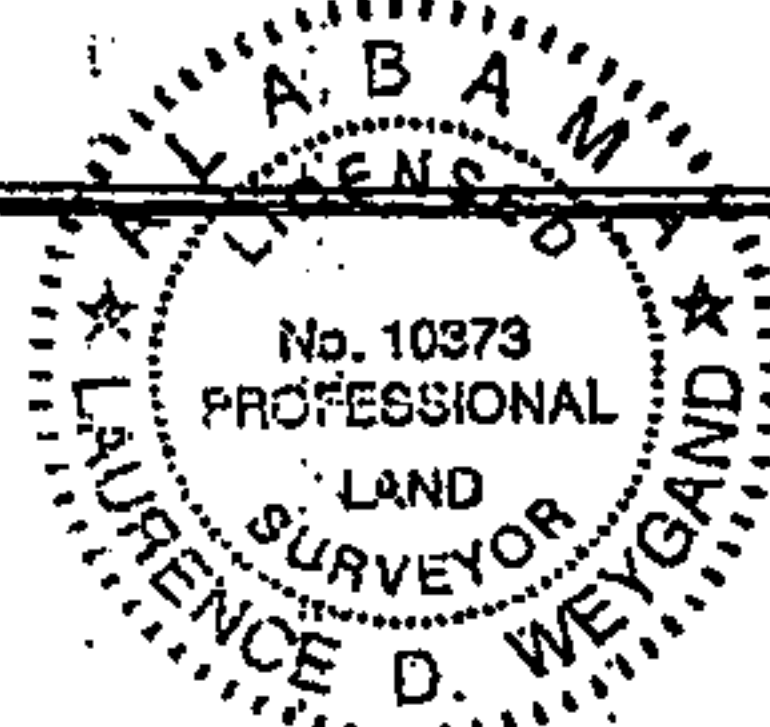




State of Alabama  
Shelby County)

U.S. HIGHWAY 280  
R.O.W. VARIES

"Closing Survey"



I, Laurence D. Weygand, a registered Engineer-Land Surveyor, or Ray Weygand, a registered Land Surveyor, certify that I have surveyed the land shown and described hereon; that there are no rights-of-way, easements, or joint driveways over or across said land visible on the surface except as shown; that there are no electric or telephone wires (excluding wires which serve premises only) or structures or supports therefor, including poles, anchors and guy wires, on or over said premises except as shown; that I have consulted the Federal Insurance Administration Flood Hazard Boundary Map and found that this property is not located in a special flood hazard area; that there are no encroachments on said lot except as shown and that improvements are located as shown. I hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief. Note: (a) No title search of the public records has been performed by this firm and land shown hereon was not abstracted for easements and/or rights-of-way, recorded or unrecorded. The parcel shown hereon is subject to setbacks, easements, zoning, and restrictions that may be found in the public records of said county and/or city. (b) All bearings and/or angles, and distances are deed/record map and actual unless otherwise noted. (c) Underground portions of foundations, footings, or other underground structures were not located unless otherwise noted. We do not look for underground sewers or flip manhole covers. (d) The shown north arrow is based on an assumed bearing from a well defined line. (e) This survey is not transferable. (f) Easements not shown on record map are not shown above.

Part of Lot 1, C & M Subdivision, a map of which is recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 14, Page 7, and being more particularly described as follows:  
Beginning at an existing cross being the locally accepted most southerly corner of said Lot 1, run in a northwesterly direction along the southwest line of said Lot 1 and along the northeast right-of-way line of U.S. Highway No. 280 for a distance of 146.42 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of 85°45'-23" and run in a northeasterly direction for a distance of 128.65 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of 52°15'-42" and run in an easterly direction along the north line of said Lot 1 for a distance of 186.86 feet to an existing #5 iron rebar being the locally accepted most easterly corner of said Lot 1; thence turn an angle to the right of 128°08' and run in a southwesterly direction for a distance of 253.82 feet, more or less, to the point of beginning.

According to my survey of: July 24, 2008  
Order No.: 84057  
Purchaser: \_\_\_\_\_  
Address: 4629 U.S. Highway 280  
Flood Zone: X MAP # 01117C 0030D  
Survey invalid if not sealed in red.

*Laurence D. Weygand*  
Laurence D. Weygand, Reg. PE-LS#10373  
Ray Weygand, Reg. L.S.#24973  
169 Oronor Road, PH: 942-0086  
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