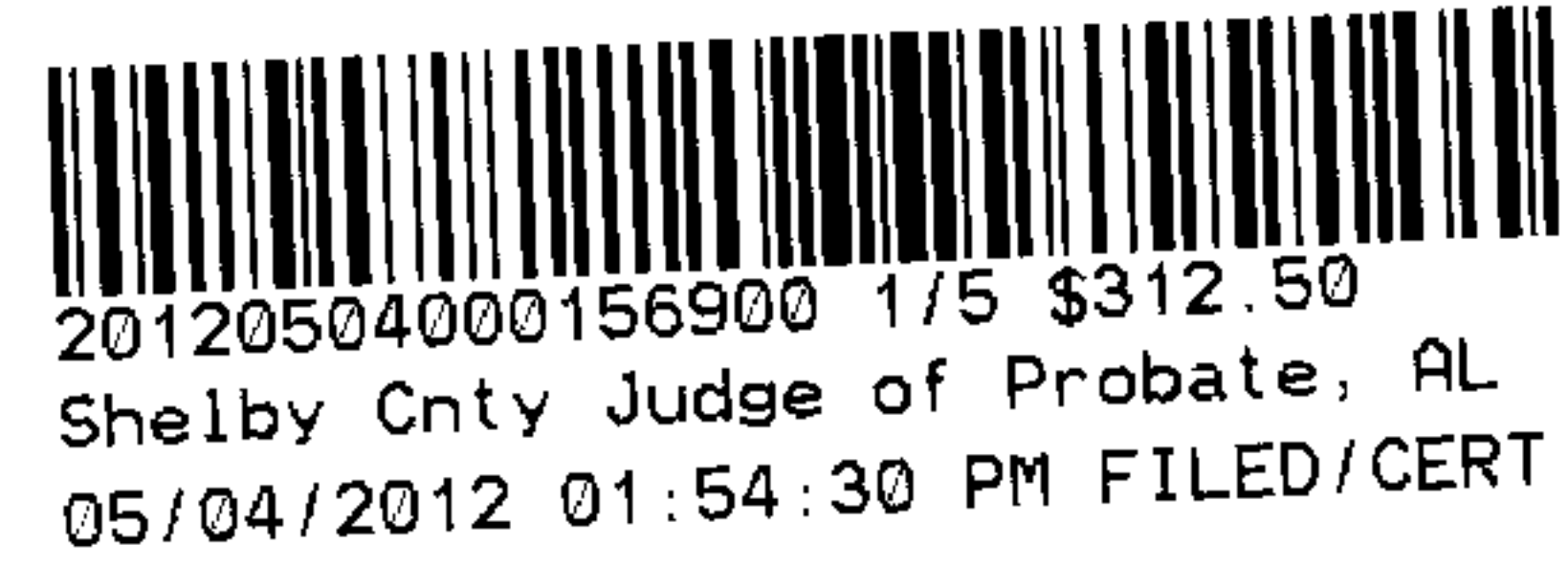


*This Instrument Prepared By, And  
After Recording Return To:*

**Susan H. Jernigan  
Tacala, LLC  
3750 Corporate Woods Drive  
Birmingham, Alabama 35242  
(205) 443-9627**



**STATE OF ALABAMA     )  
SHELBY COUNTY         )**

**MEMORANDUM OF LEASE**

**THIS MEMORANDUM OF LEASE** entered into as of the 27 day of April, 2012 (the "Effective Date") by and between Valleydale, LLC, a Florida limited liability company ("Landlord") whose address is One Independent Drive, Suite 114, Jacksonville, Florida 32202 and TACALA, LLC, a Delaware limited liability company ("Tenant") whose address is 3750 Corporate Woods Drive, Birmingham, Alabama 35242.

**RECITALS:**

Landlord and Tenant entered into that certain lease agreement (the "Lease") dated December, 29, 2011 whereby Landlord agreed to lease to Tenant, and Tenant agreed to lease from Landlord, certain real estate located in the City of Hoover, 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.     **Landlord:** The name of the Landlord is Valleydale, LLC.
2.     **Tenant:** The name of the Tenant is Tacala, LLC.
3.     **Term:** The term of the Lease commences on April 15, 2012 and expires on April 30, 2022.
4.     **Description of Leased Premises:** The specific legal description of the "Property" upon which the leased "Premises" (as such terms are defined in the Lease) is located is set forth in Exhibit A attached hereto and made a part hereof.


5. **Renewal Options:** The options to renew or extend the term of the lease are as follows: (4) Four additional (5) Five year periods
6. **Non-compete:** The lease contains a covenant not to compete as follows: Article 34 of the Lease.
7. **Notice of Rights of Taco Bell Corp.:** Landlord and Tenant have granted Taco Bell Corp., a California corporation, and its affiliates certain conditional rights, including possession, in and to the Premises, pursuant to that certain Addendum to Lease dated December 29, 2011, between Landlord and Tenant.
8. **Easement Rights:** Landlord has granted Tenant certain easement rights contained in the lease as follows: Section 8.3 of the Lease.

This instrument is intended to be construed as a Memorandum of Lease within the meaning of Section 35-4-51.1 of the *Code of Alabama* (1975). 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.

The rights and obligations set forth herein shall be binding upon and shall inure to the benefit of the parties hereto in their respective successors and assigns.

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

*[Signatures appear on the following pages]*

  
20120504000156900 2/5 \$312.50  
Shelby Cnty Judge of Probate, AL  
05/04/2012 01:54:30 PM FILED/CERT

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**LANDLORD:**

**VALLEYDALE, LLC,**

a Florida limited liability company

By: Regency Centers, L.P.,

a Delaware limited partnership, its managing member

By: Regency Centers Corporation,

a Florida corporation, its general partner

By: 

Print Name: ANDRE N. KOLESZAR

Its: ice President-Regional Officer

STATE OF GA  
Cobb COUNTY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Andre Koleszar, whose name as V.P. Regency Centers a Delaware limited partnership, 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/she, as such, officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 27th day of April, 2012.

  
NOTARY PUBLIC

My Commission Expires: 5-22-15



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Shelby Cnty Judge of Probate, AL  
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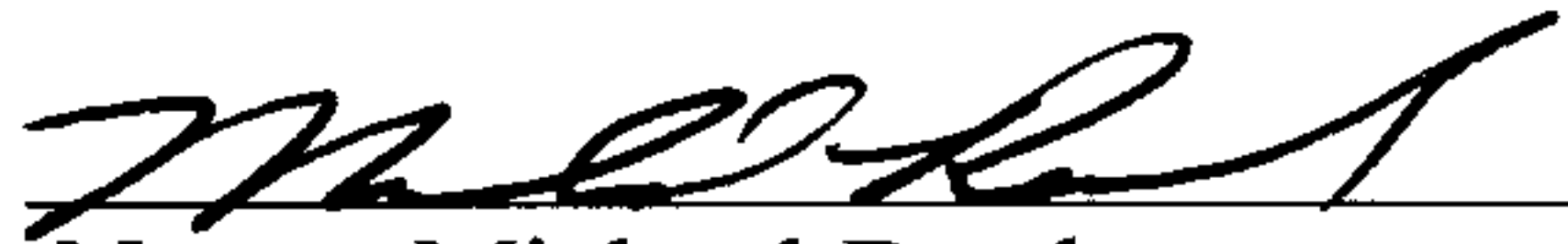
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**TENANT:**

**TACALA, LLC,**  
a Delaware limited liability company

By:   
Print Name: Michael Border  
Its: Vice President of Development

**STATE OF ALABAMA     )**  
**JEFFERSON COUNTY    )**

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Michael Border, 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 24~~th~~ day of April, 2012.

  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

**NOTARY PUBLIC STATE OF ALABAMA AT LARGE**  
**MY COMMISSION EXPIRES: Jan 18, 2015**  
**BONDED THRU NOTARY PUBLIC UNDERWRITERS**



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Shelby Cnty Judge of Probate, AL  
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**Exhibit A**  
**To Memorandum of Lease**

**Legal Description of the Property**

Lots 1 and 2, Valleydale Village, as recorded in Map Book 8, Page 141 and Lots 1 and 2, Regency Centers Valleydale Village Survey, as recorded in Map Book 31, Page 69, both in the office of the Judge of Probate of Shelby County, Alabama.

Containing 17.303 acres

  
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Shelby Cnty Judge of Probate, AL  
05/04/2012 01:54:30 PM FILED/CERT

Shelby County, AL 05/04/2012  
State of Alabama  
Deed Tax: \$288.50

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