

STATE OF ALABAMA
SHELBY COUNTY

20130218000068180 1/7 \$30.00
Shelby Cnty Judge of Probate, AL
02/18/2013 11:13:11 AM FILED/CERT

VERIFIED STATEMENT OF LIEN

Comes now Retail Specialists, Inc., by and through Robert R. Jolly, Jr., its Broker, and files this statement in writing, verified by oath of Robert R. Jolly, Jr. who has personal knowledge of the facts herein set forth:

That Retail Specialists, Inc. claims a lien upon the following property, situated in Shelby County, Alabama to-wit:

See attached Exhibit "A"

This lien is claimed separately and severally, as to both the buildings and improvements thereon and the said land.

This lien is claimed to secure indebtedness for \$3,128.00 or 2.00% of the gross lease value, for being the procuring cause of an Amendment and Extension to Lease Agreement (the "Amendment") by and between Locke Pelham, LLC, as Landlord, and M&C BBQ, LLC d/b/a Golden Rule BBQ, as Tenant, of the property described herein. A copy of the executed Amendment is hereby attached as Exhibit "B". Exhibit B is attached hereto as evidence of the aforementioned indebtedness.

The name of the record title holder of the said property is: Locke Pelham, LLC with a notice address of:

Locke Pelham, LLC
c/o Bryant Management Services
3500 Lenox Road; Suite 200
Atlanta, Georgia 30326

Sworn to by the undersigned this the 12th day of February 2013.

Retail Specialists, Inc.


Robert R. Jolly, Jr.
Its: Broker

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said State and County, hereby certify that Robert R. Jolly Jr. whose name as Broker of Retail Specialists, Inc., 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 conveyance, he as said Broker executed the same voluntarily for and as the act of said Company.

Given under my hand and seal this 12th day of February, 2013.

SEAL


Notary Public

My Commission Expires MAR 15, 15

EXHIBIT "A"

Legal Description

Lot 1, according to the survey of Pelham Retail Group Subdivision, as recorded in Map Book 38, page 105, in the Probate Office of Shelby County, Alabama, being more particularly described as follows: From the Southwest corner of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama, run Easterly along the South boundary line of Section 13, Township 20 South, Range 3 West, 764.69 feet, more or less, to the point of intersection of the South boundary line of Section 13, Township 20 South, Range 3 West, and the West right of way line of U. S. Highway 31; thence turn in an angle of $102^{\circ} 18'$ to the left and run Northwesterly along the West right of way line of U. S. 31 Highway 1317.8 feet; thence turn an angle of $77^{\circ} 42'$ to the left and run Westerly 878.51 feet to a point in the center of the Old Birmingham-Montgomery Highway; thence turn an angle of $92^{\circ} 09'$ to the right and run Northeasterly along the center of the Old Birmingham-Montgomery Highway for 303.24 feet; thence turn an angle of $03^{\circ} 28'$ to the right and continue Northeasterly along the center of the Old Birmingham-Montgomery Highway for 292.83 feet; thence turn an angle to the right of $84^{\circ} 23'$ and run in an Easterly direction for a distance of 30.14 feet to an existing 3" iron pipe being the point of beginning; thence continue in an Easterly direction along the last mentioned course for a distance of 498.93 feet; thence turn an angle to the right of $79^{\circ} 44' 01''$ and run in a Southeasterly direction for a distance of 299.47 feet; thence turn an angle to the left of $79^{\circ} 46' 18''$ and run in an Easterly direction for a distance of 189.68 feet to a point on the West right of way line of U.S. Highway #31; thence turn an angle to the left of $103^{\circ} 34' 18''$ and run in a Northwesterly direction along the West right of way line of U. S. Highway #31 for a distance of 262.27 feet to the point of beginning of a curve, said curve being concave in an Easterly direction and having a central angle of $16^{\circ} 11' 30''$ and a radius of 2,905.99 feet; thence turn an angle to the right and run in a Northerly direction along the arc of said curve and along the West right of way line of U. S. Highway #31 for a distance of 821.23 feet to an existing 1 Y2 inch open top iron pipe; thence turn an angle to the left ($84^{\circ} 34' 10''$ from the chord of last mentioned curve) and run in a Westerly direction for a distance of 350.86 feet to an existing iron pin; thence turn an angle to the left of $103^{\circ} 35' 12''$ and run in a Westerly direction for a distance of 100.65 feet to an existing cross being on the East right of way of the Old Birmingham Montgomery Highway or Shelby County Road #238; thence turn an angle to the left of $77^{\circ} 19' 18''$ and run in a Southwesterly direction along the East right of way line of said Old Birmingham-Montgomery Highway for a distance of 786.17 feet, more or less, to the point of beginning. Containing 11.25 acres, more or less.

TOGETHER WITH the easements appurtenant to the property described above created pursuant to that certain Declaration of Covenants, Conditions and Restrictions and Declaration of Easements, by Pelham Retail Group, LLC, an Alabama limited liability company, dated June 6, 2007, recorded as Instrument No. 20070606000263300 in the Probate Office of Shelby County, Alabama

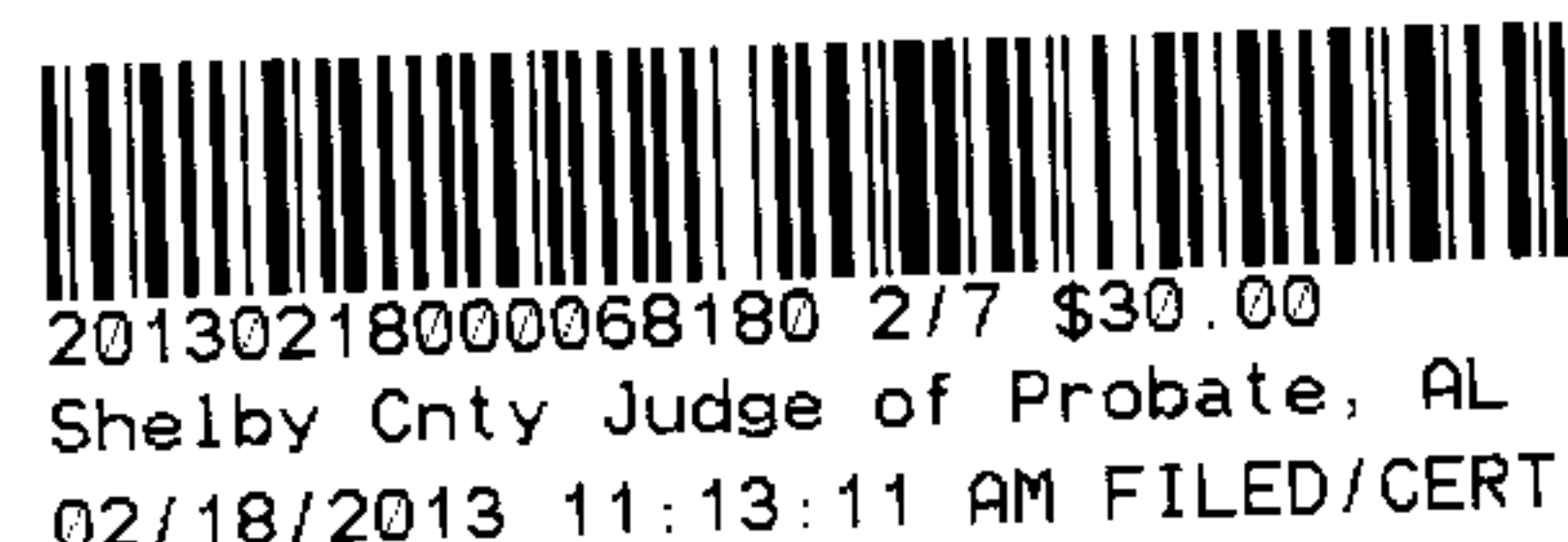



EXHIBIT "B"


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AMENDMENT AND EXTENSION TO LEASE AGREEMENT

THIS AMENDMENT AND EXTENSION TO LEASE AGREEMENT will service to amend the most recent Lease, dated March 11, 2003, by and between **Locke Pelham, LLC**, as Landlord, and **M&C, BBQ, LLC**, as Tenant, for the free standing building located at PELHAM PLAZA SHOPPING CENTER containing approximately 2,300 square feet.

NOTWITHSTANDING any provision in the foregoing Lease Agreement or any prior amendments thereof to the contrary, the provisions herein shall govern and control and be considered a part of said Lease:

- 1. The term of the Lease is hereby amended such that the original Lease Term is hereby extended for five (5) years, beginning December 1, 2012 and ending November 30, ~~2018~~ *2017*. *[Signature]*
- 2. The Base Rent for the Lease Term shall be as follows:

	Annual Minimum Rent	Monthly Minimum Rent
Year 1	\$29,900.00	\$2,491.66
Year 2	\$29,900.00	\$2,491.66
Year 3	\$32,200.00	\$2,683.33
Year 4	\$32,200.00	\$2,683.33
Year 5	\$32,200.00	\$2,683.33

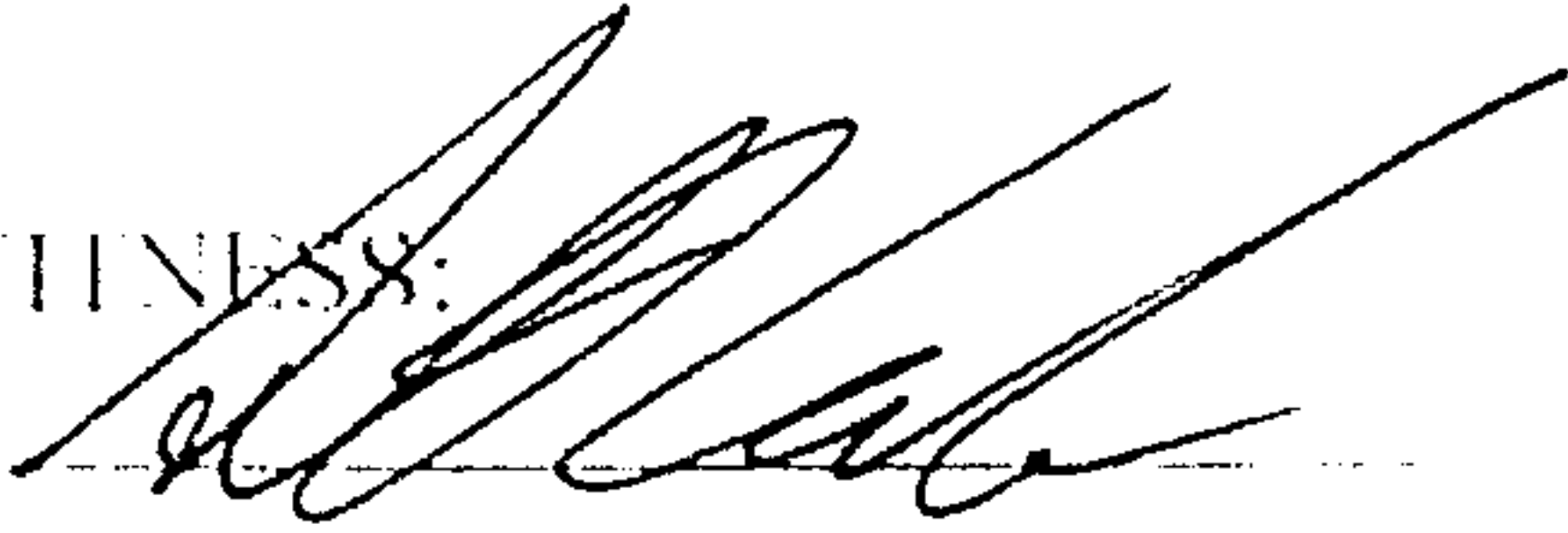
- 3. Section 3.3 (Operating Costs) of the Lease Agreement shall be deleted for the term of this Amendment.
- 4. Tenant shall repay all arrearages and shall be current through November 30, 2012 in order for this Amendment and Extension to Lease Agreement to be effective as of December 1, 2012.
- 5. Option to Renew: Provided the Tenant is not in default of the Lease Agreement, Tenant shall have the right to renew the lease for one (1) five (5) year term. Rent for Year 1 of the Option Period shall be two percent (2%) greater than the prior year and shall increase by two percent (2%) every year thereafter.

Except as otherwise amended by this Amendment and Extension to Lease Agreement, the Lease Agreement is hereby ratified and confirmed and remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment and Extension to Lease Agreement this 28th day of November, 2012.

SIGNATURES TO FOLLOW

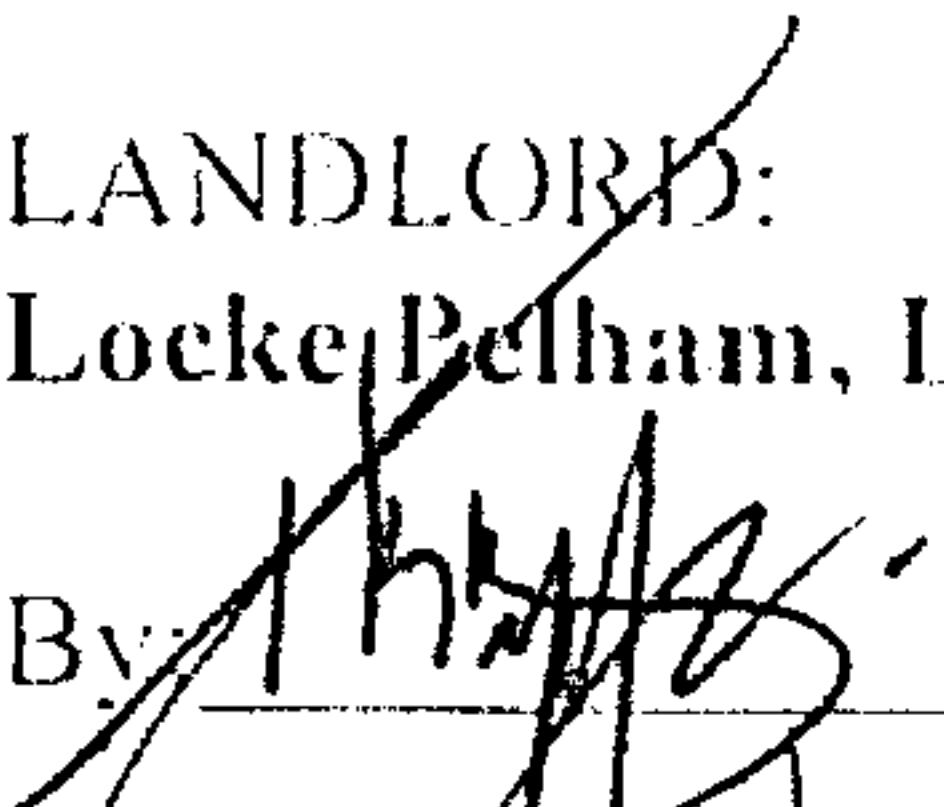

WITNESS:



LANDLORD:
Locke Pelham, LLC

By:

Its:

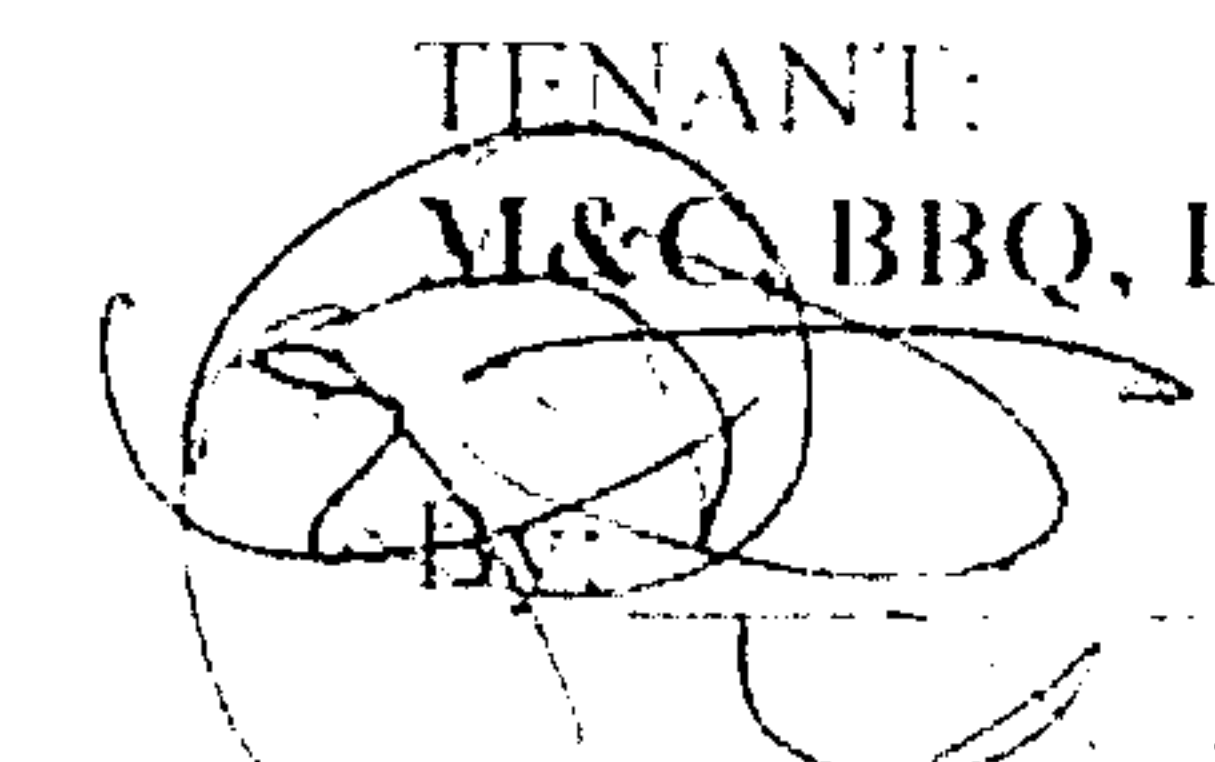
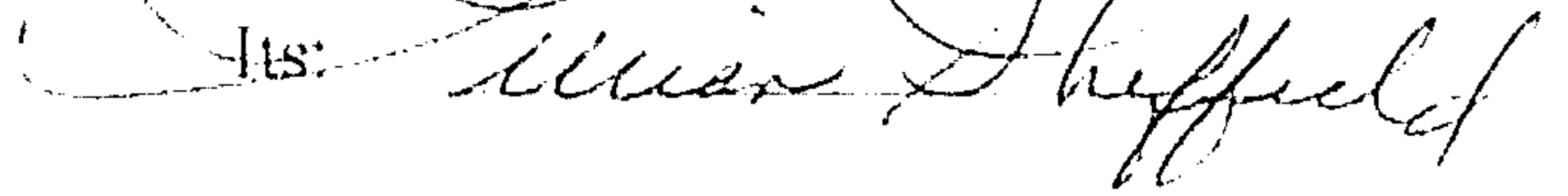
WITNESS:

Anne P Selvon
Anne P Scholl

TENANT:
M&C BBQ, LLC

By:

Its:

GUARANTY

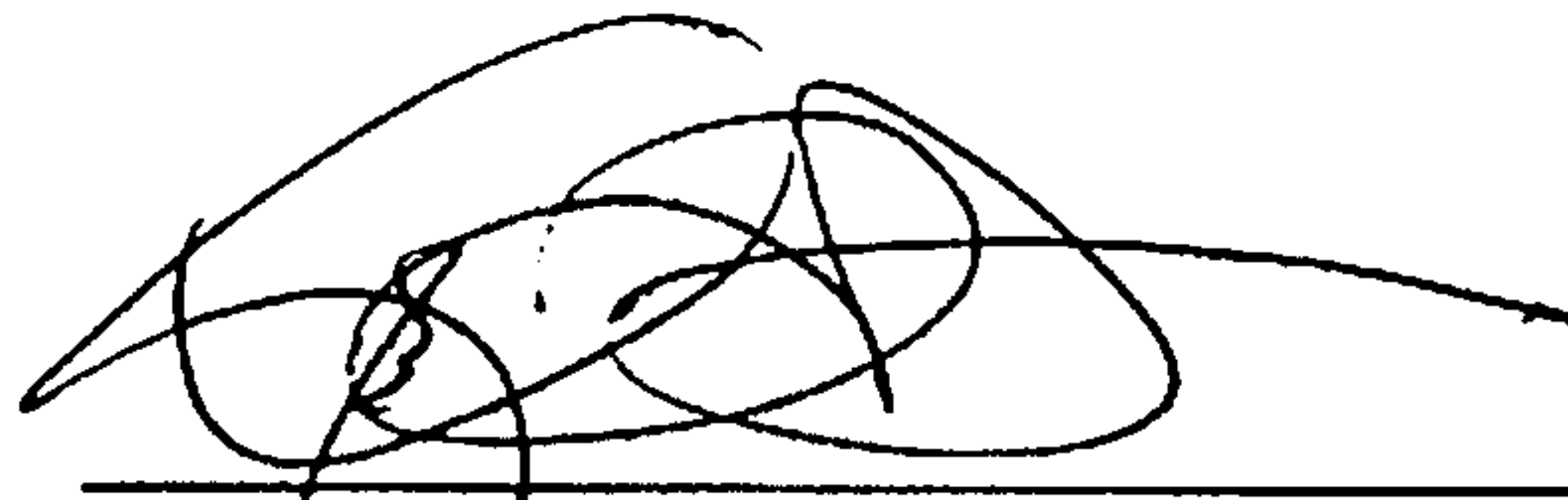
The undersigned, Larry Borders and Lillian Sheffield, absolutely and unconditionally personally guarantee the payment and performance of the obligations (the "Obligations") of M&C BBQ, LLC, an Alabama limited liability company (the "M&C"), to Locke Pelham, LLC ("Locke"), under the Commercial Lease dated as of the 11th day of March, 2003, as amended November 28th, 2012 (the "Lease"), between M&C and Locke.


In the event that M&C should at any time default in the performance of the Obligations in accordance with the terms of the Lease, and on its failure to do so, Locke may, in its discretion, enforce the collection of such payment or the performance of such Obligations against the undersigned by suit in court or in any other manner provided by law, the same as if such Obligations were the primary and individual obligation of the undersigned, without first seeking to enforce said Obligations by suit or otherwise against M&C, or Locke may, in its discretion, proceed in any manner provided by law against either or both the undersigned and M&C the same as if the Obligations were primarily and individually the Obligations of both the undersigned and M&C.

This guaranty is an absolute, unconditional and continuing guaranty of payment and performance of the Obligations set forth in the foregoing Lease, and no additional amendment, extension, renewal or modification of the Lease, with or without notice to the undersigned, shall in any way affect the guaranty of the undersigned hereunder.

The undersigned hereby waive all rights of exemption under the Constitution and laws of the State of Alabama and any other state. This Guaranty shall be governed by and construed pursuant to the laws of the State of Alabama.

IN WITNESS WHEREOF, the undersigned hereto set their hands and seals as of this 28th day of ~~December~~ November, 2012.



Larry Borders

Lillian Sheffield

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Shelby STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a notary public for said county and in said state, hereby certify that Larry Borders, whose name 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, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 28th ^{November} day of ~~December~~, 2012.

Gene P. Selton
Notary Public

My Commission Expires: 02-19-2013

Shelby STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a notary public for said county and in said state, hereby certify that Lillian Sheffield, whose name 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 28th ^{November} day of ~~December~~, 2012.

Gene P. Selton
Notary Public

My Commission Expires: 02-19-2013



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