

SHORT FORM LEASE

THIS SHORT FORM LEASE (the "Short Form Lease") is entered into as of this 8<sup>th</sup> day of July, 2013, by and between OSGILIATH, LLC, an Alabama limited liability company ("Landlord"), and CHICK-FIL-A, INC., a Georgia corporation ("Tenant").

WITNESSETH:

A. Landlord and Tenant have entered into a Ground Lease dated July 8, 2013 (the "Lease") and are filing this Short Form Lease to provide record notice of the Lease and the terms and conditions contained in the Lease.

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

1. Demised Premises. Effective as of the Commencement Date (as that term is defined in the Lease), Landlord leases to Tenant, and Tenant leases from Landlord, on the terms and conditions of this Lease, the parcel of land (the "Land") and all improvements on the Land, consisting of approximately 1.31 acres located at the northwest corner of Highway 280 and Highway 119 in Hoover, Alabama, described on Exhibit "A", together with any and all improvements, appurtenances, rights, privileges and easements benefiting, belonging or pertaining to the Land (collectively, the "Demised Premises").

2. Term. The term of the Lease will commence on the Commencement Date (as that term is defined in the Lease), and will terminate on the last day of the month which is fifteen (15) years after the Rent Commencement Date (as that term is defined in the Lease) unless sooner terminated or extended as provided in the Lease. Tenant has the right to extend the term of the Lease for eight (8) consecutive periods of five (5) years each pursuant to the terms of the Lease. Upon request, each of Landlord and Tenant agrees to promptly execute and deliver an amendment to this Short Form Lease in recordable form acknowledging the actual date of the Commencement Date and the Rent Commencement Date.

3. Incorporation of Lease. The provisions of the Lease are incorporated into this Short Form Lease as if set out in full. 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 will govern and control for all purposes.

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


5. Tenant's Right of First Offer.

(a) If Landlord intends to offer the Demised Premises for sale to an unaffiliated third party or if Landlord receives an offer from an unaffiliated third party to purchase the Demised Premises on terms acceptable to Landlord, Landlord will first offer Tenant the right to purchase the Demised Premises by sending to Tenant a written notice of the specific terms of the offer to sell or purchase. The offer will include the price (the "Offering Amount"), payment terms, conditions of title, costs of escrow and other relevant terms, together with a current payoff letter from any mortgagee of the Demised Premises evidencing such lender's agreement to release its mortgage upon payment of the release price. Tenant will have thirty (30) days after receipt of the notice to exercise its right to purchase by providing

written notice to Landlord. If Tenant exercises the right to purchase, the closing will occur within thirty (30) days after the date of Tenant's notice. If Tenant does not elect to accept the offer or fails to provide notice within the thirty (30) day period, Landlord may offer to sell the Demised Premises to a third party on substantially the terms and conditions provided in Landlord's notice to Tenant. If Landlord does not complete the sale on substantially the terms in the notice to Tenant (for not less than ninety percent (90%) of the Offering Amount) in one hundred eighty (180) days, and if Landlord determines again that Landlord desires to offer the Demised Premises for sale, Landlord must again comply with the terms of this Section 6 and Tenant will again have the right of first offer in this Section 6.

(b) This Section 6 will not apply in the event of a sale, transfer or assignment of Landlord's interest in the Demised Premises in connection with the foreclosure of any deed to secure debt, mortgage or other similar security instrument, whether by judicial or non-judicial sale, or any deed or assignment in lieu of foreclosure, covering Landlord's fee interest. Further, this Section 6 will not apply to any transfer by descent or devise following the death of any party comprising Landlord or to transactions by and among Landlord or any family member of any party comprising Landlord, including without limitation, trusts, corporations or other entities having a majority interest owned by or inuring to the benefit of Landlord or any family member of any party comprising Landlord; provided, however, that the provisions of this Section 6 will be binding upon such purchaser and such purchaser's heirs, successors and assigns. Landlord agrees that the Short Form Lease will reflect the right of first offer granted to Tenant.

7. Cancellation of Short Form Lease. On the request of Landlord following the expiration or termination of the Lease, Tenant will promptly execute and deliver an appropriate release and/or cancellation instrument in recordable form 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.

  
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Shelby Cnty Judge of Probate, AL  
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Landlord and Tenant have caused this Short Form Lease to be executed on the day, month and year set out above.

**"LANDLORD"**

OSGILIATH, LLC,  
an Alabama limited liability company

By: [Signature] (SEAL)  
Title: Sole member / manager


**"TENANT"**

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

By: [Signature]  
Title: Asst. Gen. Counsel & Vice President

By: [Signature]  
Title: Vice President

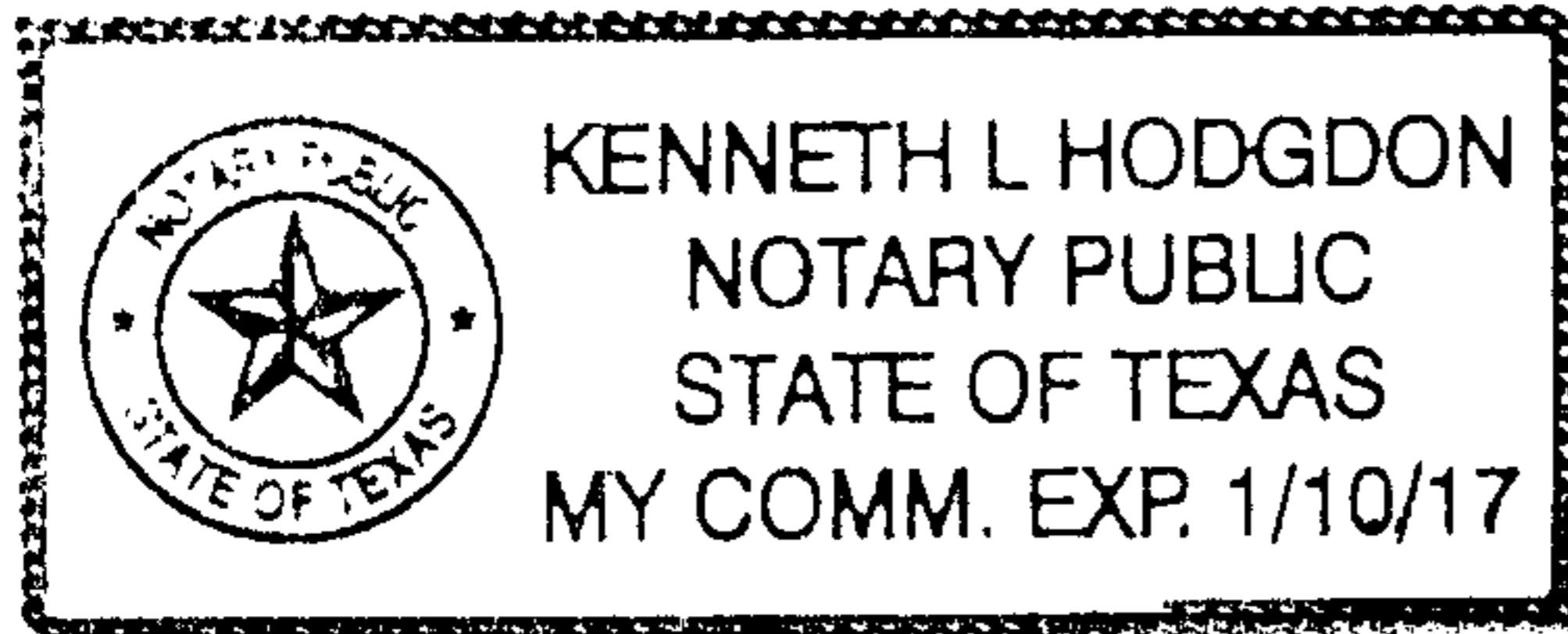
(CORPORATE SEAL)

  
20141017000328380 3/5 \$1868.00  
Shelby Cnty Judge of Probate, AL  
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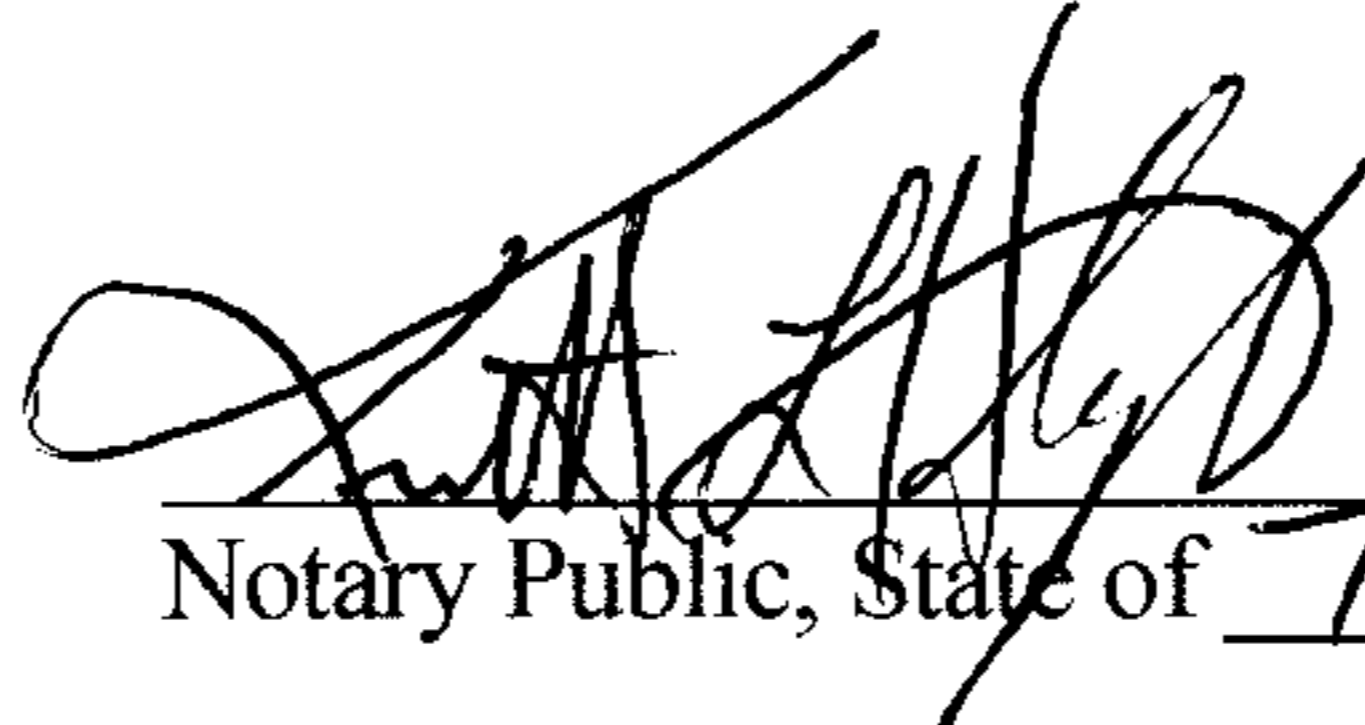
THE STATE OF Texas  
COUNTY OF Dallas

§  
§

This instrument was acknowledged before me on July 6<sup>th</sup>, 2013, by John McPherson, the Manager of OSGILIATH, LLC, an Alabama limited liability company, on behalf of said limited liability company.



(SEAL)

  
Notary Public, State of Texas

Date commission expires: 1/10/17

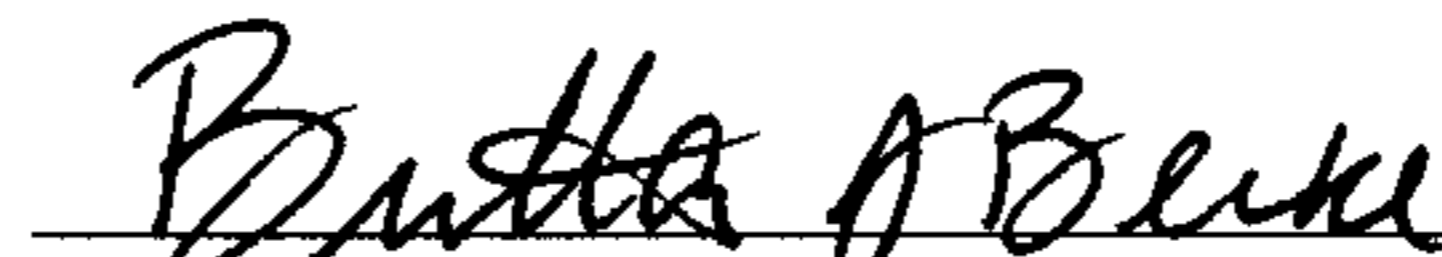
THE STATE OF GEORGIA  
COUNTY OF FULTON

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§

This instrument was acknowledged before me on June 27, 2013, by B. Lynn Crismon and Philip A. Barrett, the Asst. Gen. Counsel and Vice President of CHICK-FIL-A, INC., a Georgia corporation, on behalf of said corporation.



(SEAL)

  
Notary Public, State of Georgia

Date commission expires: 2/10/2017



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EXHIBIT "A"

All that tract or parcel of land lying and being in Section 32 Township 18 South, Range 1 West Shelby County, Alabama and being more particularly described as follows;

Beginning at the intersection of the Northern right-of-way of US Hwy 280 and the western right-of-way of Cahaba Valley Rd. (Variable R/W); thence with said right-of-way of Cahaba Valley Rd.; thence N 22°00'33" E a distance of 98.95' to a point; thence leaving said right-of-way N 64°36'32" W a distance of 274.22' to a 1/2" rebar w/ cap found; thence S 21°17'19" W a distance of 216.44' to a 1/2" rebar w/ cap found along Northern right-of-way of US Hwy 280; thence with said right-of-way S 59°43'46" E a distance of 80.52' to a point; thence S 80°33'59" E a distance of 125.81' to a 1/2" rebar w/cap found; thence N 60°44'12" E a distance of 109.56' to The Point of Beginning.

Said Parcel having an area of 52920.66 square feet/1.21 acres.



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