

This Instrument Prepare By:
Steven A. Brickman, Esq.
Sirote & Permutt, P.C.
2311 Highland Avenue South
Birmingham, AL 35205


20151228000439970 1/4 \$467.00
Shelby Cnty Judge of Probate, AL
12/28/2015 01:52:39 PM FILED/CERT

STATE OF ALABAMA)

SHELBY COUNTY)

MEMORANDUM OF LEASE

This Memorandum of Lease made and entered into as of the 16th day of December 2015, by and between **JACK'S FAMILY RESTAURANTS, LP**, a Delaware limited partnership, which is the successor by conversion to Jack's Family Restaurants, Inc., an Alabama Corporation ("LESSEE"), and **MICHAEL L. ROY** ("LESSOR").

W-I-T-N-E-S-S-E-T-H:

(1) In consideration of the covenants and agreements on the part of LESSEE contained in that certain Lease Agreement dated of even date herewith, by and between LESSOR and LESSEE (the "Lease"), and such other terms, covenants and conditions contained therein, LESSOR has demised and leased unto LESSEE the premises described on Exhibit "A", attached hereto and incorporated herein by this reference, lying and being in Shelby County, State of Alabama.

(2) The primary term of the Lease, is for a period of ten (10) years, commencing on **November 26, 2015** ("Primary Term") and ending on **November 30, 2025** ("Expiration Date"). However, LESSEE shall have the option to renew the Lease for five (5) successive renewal terms of five (5) years each from the Expiration Date of the Primary Term, or the immediately preceding renewal term subject to the same terms and conditions (except the rental and the renewal option) as apply to the Primary Term; provided that such options are not automatic. At the expiration of the term of the Lease, including any renewals thereof, LESSEE agrees to peaceably surrender and deliver to LESSOR the Premises and shall execute and deliver to LESSOR a quit claim deed to the Premises. So long as LESSEE is not in default, LESSEE shall have the right to remove all personal property from the Premises in accordance with the terms of the Lease at any time during the term of the Lease, including any renewals thereof.

(3) LESSOR covenants and agrees that LESSEE may use the above-described premises for the uses set out in the Lease, subject to the limitations and conditions therein contained incorporated herein by reference.

(4) 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 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

Shelby County, AL 12/28/2015
State of Alabama
Deed Tax: \$464.00

Lease, which must be referred to for further information and specific details regarding this transaction.

(5) LESSOR and LESSEE acknowledge that the information contained herein is true and correct and that they intend to place this Memorandum of record for the purpose of giving public notice of the Lease.

IN WITNESS WHEREOF, LESSOR and LESSEE have executed this Memorandum of Lease on this the 11th day of February, 2015.

[THIS LEASE MEMORANDUM MAY BE EXECUTED IN COUNTERPARTS]

LESSOR:

MICHAEL L. ROY

By: Michael L. Roy
Michael L. Roy

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that Michael L. Roy, 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 such instrument, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal, this 11th day of February, 2015.


20151228000439970 2/4 \$487.00
Shelby Cnty Judge of Probate, AL
12/28/2015 01:52:39 PM FILED/CERT

[Signature]
Notary Public
My Commission Expires: July 9th 2017

LESSEE:

JACK'S FAMILY RESTAURANTS, LP

By: Chal Mizerany
Name: Charles Mizerany
Its: Treasurer

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Charles Mizerany, whose name as Treasurer of **Jack's Family Restaurants, LP**, a Delaware limited partnership, the successor by conversion to Jack's Family Restaurants, Inc., an Alabama Corporation, is signed to the foregoing document, and who is known to me, acknowledged before me on this day, being informed of the contents of the document, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said entity.

GIVEN under my hand and seal, this 16th day of December, 2015.

Christy F. Hendrix
Notary Public
My Commission Expires: 1/26/19



20151228000439970 3/4 \$487.00
Shelby Cnty Judge of Probate, AL
12/28/2015 01:52:39 PM FILED/CERT

EXHIBIT "A"

Begin at the Southern most corner of Lot 1, Shelena Estates as recorded in Map Book 5, Page 25, Shelby County, Alabama, and run in a Northeasterly direction along the Southern boundary of said Lot 1 for a distance of 366.93 feet to a found rebar being on the Western right-of-way of Shelby County Hwy. #17; thence turn an interior angle to the left of 59 degrees 30 minutes 21 seconds to the chord of a curve to the right having a chord of 306.17 feet and a radius of 1233.08 feet; thence run along the arc of said curve for a distance of 306.96 feet to a point of a reverse curve; thence turn an interior angle to the left of 175 degrees 43 minutes 24 seconds to the chord of a curve to the left having a chord of 83.60 feet and a radius of 921.47 feet; thence run along the arc of said chord for a distance of 83.62 feet to a found rebar; thence turn an interior angle to the left of 101 degrees 43 minutes 30 seconds from the aforementioned chord and run in a Westerly direction for a distance of 129.40 feet to a found three quarter-inch pipe; thence turn an interior angle to the right of 178 degrees 06 minutes 02 seconds and run in a Westerly direction for a distance of 20.78 feet to a found rebar set by Weygand; thence turn an interior angle to the left of 116 degrees 26 minutes 29 seconds and run in a Northwesterly direction for a distance of 275.51 feet, more or less, to the point of beginning.



20151228000439970 4/4 \$487.00
Shelby Cnty Judge of Probate, AL
12/28/2015 01:52:39 PM FILED/CERT