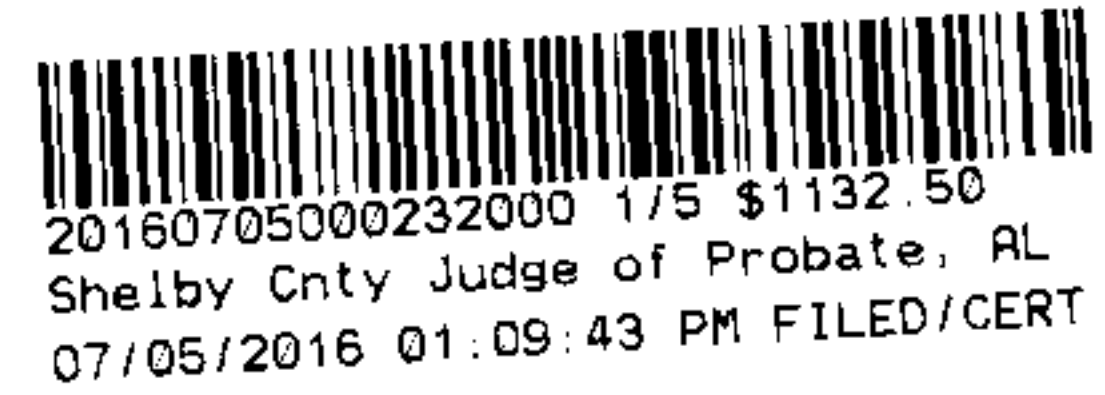


STATE OF ALABAMA)
COUNTY OF SHELBY)

MEMORANDUM OF LEASE



THIS MEMORANDUM OF LEASE (this "Memorandum"), made and entered into this 29th day of September, 2015, by and between **Premier Holdings, LLC.**, an Alabama limited liability company ("Lessor"), and **Premier Kings Inc.**, an Alabama corporation, ("Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee have entered into that certain Lease Agreement dated September 29, 2015 (the "Lease"); and

WHEREAS, the parties hereto desire to file this Memorandum for record in the Records of Shelby County, Alabama, to provide record notice of the Lease and the terms and conditions contained therein with respect to the Premises (as hereinafter defined).

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the Lease, Lessor and Lessee hereby agree as follows:

1. Premises. Lessor leases to Lessee and Lessee leases from Lessor the following properties along with the BURGER KING® restaurant and other improvements constructed thereon (the "Premises");

Legal Descriptions: See Exhibit "A" attached hereto and made a part hereof.

Restaurant Numbers and Addresses: BK# 22010 – 3076 Pelham Parkway, Pelham, Alabama 35124

2. Term. The term of the Lease commences on September 29, 2015, and shall terminate upon termination of the Franchise Agreement, up to 20 years from the date of commencement, unless sooner terminated or extended as provided in the Lease.

3. Rental. Lessee agrees to pay to Lessor for the Premises, without deduction, sett off or abatement, without previous notice or demand therefore, basic annual rent of \$96,465.76.

4. Incorporation of Lease. The provisions set forth in the Lease are hereby incorporated into this Memorandum as if set out in full herein. In the event of any conflict or inconsistency between the terms of this Memorandum and the terms of the Lease, the terms of the Lease shall govern and control for all purposes.

5. Defined Terms. All capitalized terms and words of art which are used but not defined herein shall have the same respective meaning designated for such terms and words of art in the Lease.

[Signatures appear on following pages]



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Shelby Cnty Judge of Probate: AL
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IN WITNESS WHEREOF, Lessor and Lessee have caused this Memorandum to be executed the day, month and year first above written.

Signed, sealed and delivered
in the presence of:

Cassie Wilson
Witness

Kandas Shanger
Notary Public

"LESSOR"

Premier Holdings, LLC.
an Alabama limited liability company

By: [Signature]
Name: MANHAT SIDHU
Title: MEMBER

Commission Data: **My Commission Expires**
March 1, 2020

(NOTARIAL SEAL)

[Signature continues on following page]



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Signed, sealed and delivered
in the presence of:

Cassie Wilson
Witness

Kandas Stronger
Notary Public

Commission Data:

My Commission Expires
March 1, 2020

(NOTARIAL SEAL)

“LESSEE”

Premier Kings, Inc.,
an Alabama corporation

By: [Signature]
Name: Manuel S. [Signature]
Title: President



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EXHIBIT "A"

Legal Descriptions of the Premises

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° 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° 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° 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° 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° 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° 44' 01" and run in a Southeasterly direction for a distance of 299.47 feet; thence turn an angle to the left of 79° 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° 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° 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 1½ inch open top iron pipe; thence turn an angle to the left (84° 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 1° 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° 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.


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