

This Instrument Prepared By:

Steven A. Brickman, Esq.
Sirote & Permutt, P.C.
2311 Highland Avenue South
Birmingham, AL 35205

Shelby County, AL 09/01/2017
State of Alabama
Deed Tax: \$2277.50

STATE OF ALABAMA)

SHELBY COUNTY)

20170901000321280 1/5 \$2304.50
Shelby Cnty Judge of Probate, AL
09/01/2017 03:41:27 PM FILED/CERT

MEMORANDUM OF LEASE

This Memorandum of Lease made and entered into as of the 31st day of August 2017, by and between **JACK'S FAMILY RESTAURANTS, LP**, a Delaware limited partnership ("LESSEE"), and **CLOUD FAMILY, LLC** ("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 August 31, 2017, 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 twenty (20) years ("Primary Term") with the term and Rent commencing as provided in the Lease. However, LESSEE shall have the option to renew the Lease for four (4) 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. 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.

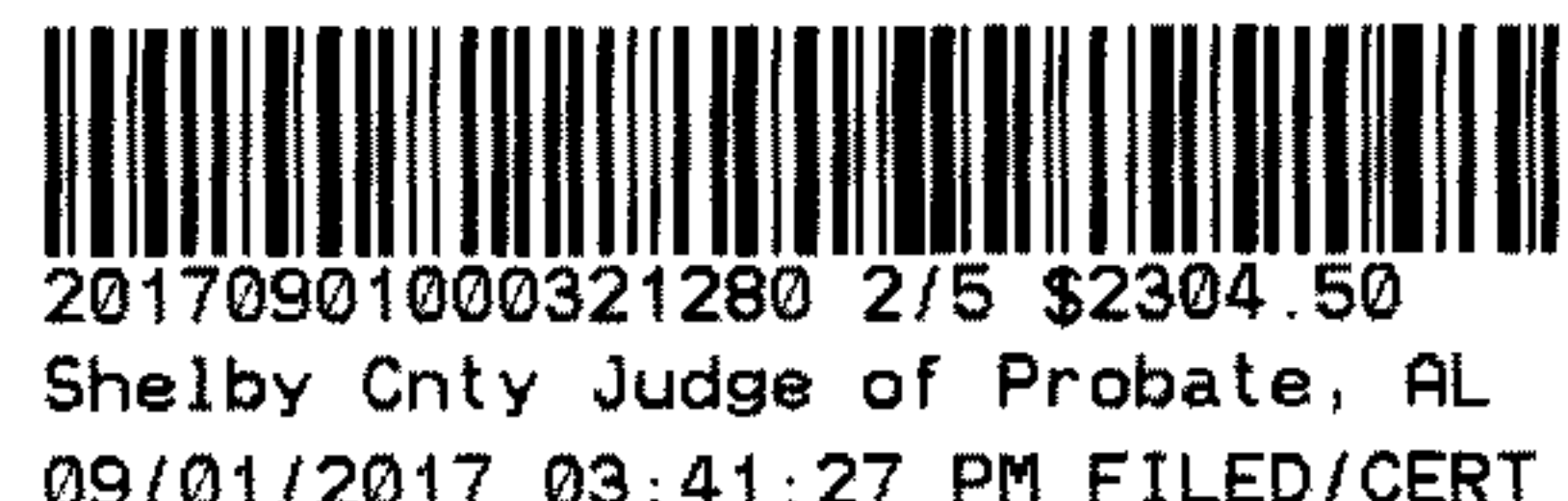
(3) LESSOR covenants and agrees that LESSEE may use the above-described premises for the uses set out in the Lease, subject to the limitations and conditions therein contained incorporated herein by reference.

(4) LESSOR has granted LESSEE a right of first refusal to purchase the Premises on the terms and provisions described in the Lease.

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

(6) 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.

[Signatures on Following Pages]



IN WITNESS WHEREOF, LESSOR and LESSEE have executed this
Memorandum of Lease on this the 30 day of August, 2017.

LESSOR:

CLOUD FAMILY, LLC

By: William T Cloud Jr

Its: William T Cloud Jr

STATE OF ALABAMA)
ETOWAH COUNTY)

I, the undersigned authority, a Notary Public in and for said county and state,
hereby certify that William T. Cloud Jr, whose name as MANAGING/member of
Cloud Family, LLC is signed to the foregoing document, and who is known to me,
acknowledged before me on this day that, being informed of the contents of the
document, he, as such officer, executed the same voluntarily on the day the same
bears date for and as the act of the limited liability company.

GIVEN under my hand and seal, this 30 day of August, 2017.

[Signature]

Notary Public

My Commission Expires: 1/7/20


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EXHIBIT "A"

LEGAL DESCRIPTION OF PREMISES

PARCEL I

Commence at the Northwest corner of the NW 1/4 of the NW 1/4 of Section 32, Township 21, South, Range 2 West, Shelby County, Alabama and run thence easterly along the north line of said 1/4-1/4 section a distance of 708.74 feet to a point on the easterly right of way line of Alabama Power Company easement; thence turn 69 degrees, 58 minutes, 38 seconds right and run southeasterly 15.83 feet to a point; thence turn 12 degrees, 08 minutes, 55 seconds left and run southeasterly along said easement line 609.12 feet to a point; thence turn 2 degrees, 14 minutes, 23 seconds right and continue along said right of way line a distance of 225.79 feet to the point of beginning of the property being described; thence continue along last described course a distance of 199.06 feet to a point; thence turn 104 degrees, 23 minutes, 50 seconds right and run westerly a distance of 444.49 feet to a point; thence turn 74 degrees, 50 minutes, 53 seconds right and run northwesterly a distance of 174.85 feet to a point on the east margin of Shelby County Road No. 87; thence turn 33 degrees, 53 minutes, 14 seconds right and run northerly along said margin a distance of 30.52 feet to a point; thence turn 71 degrees, 54 minutes, 42 seconds right and run easterly a distance of 430.93 feet to the point of beginning.

PARCEL II

Commence at the Northwest corner of the NW 1/4 of the NW 1/4 of Section 32, Township 21, South, Range 2 West, Shelby County, Alabama and run thence easterly along the north line of said 1/4-1/4 section a distance of 708.74 feet to a point on the easterly right of way line of Alabama Power Company easement; thence turn 69 degrees, 58 minutes, 38 seconds right and run southeasterly 15.83 feet to a point; thence turn 12 degrees, 08 minutes, 55 seconds left and run southeasterly along said easement line 609.12 feet to a point; thence turn 2 degrees, 14 minutes, 23 seconds right and continue along said right of way line a distance of 225.79 feet to a point; thence continue along last described course a distance of 199.06 feet to a point; thence turn 104 degrees, 23 minutes, 50 seconds right and run westerly a distance of 444.49 feet to the point of beginning of the property being described; thence continue along last described course an assumed bearing of South 74 degrees, 18 minutes, 35 seconds West a distance of 71.03 feet to a point on the east margin of Shelby County Road No. 87; thence run North 01 degrees, 05 minutes, 01 seconds West along said margin a distance of 138.90 feet to a point; thence run South 30 degrees, 41 minutes, 13 seconds East a distance of 139.15 feet to the point of beginning. Said parcel of land containing 4,773 square feet, more or less.



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LESSEE:

JACK'S FAMILY RESTAURANTS, LP

a Delaware limited partnership

By 

Name K. Todd Bartmess

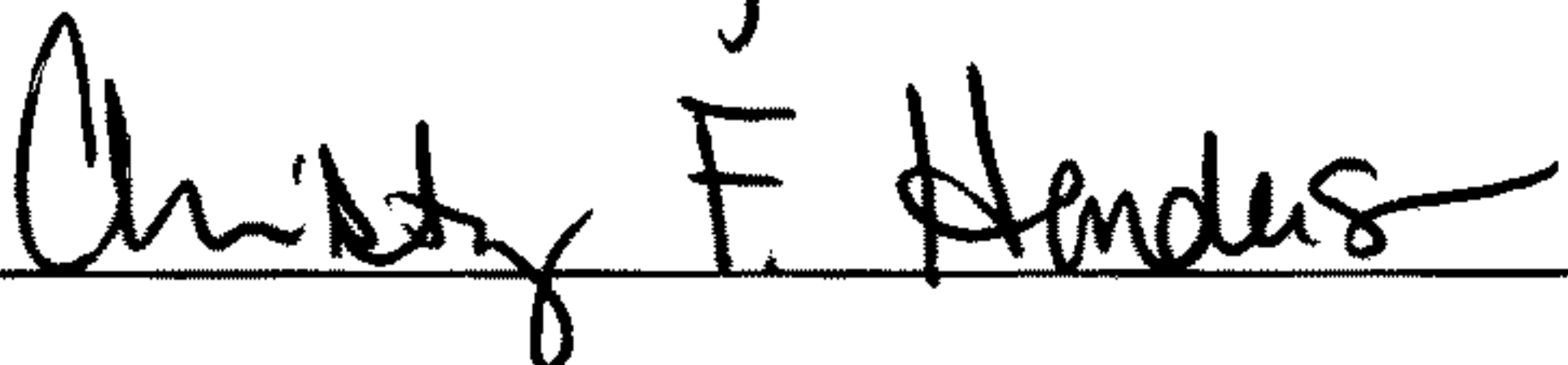
Title CEO

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that K. Todd Bartmess, whose name, as CEO of **Jack's Family Restaurants, LP**, a Delaware limited partnership, is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of the document, he/she, as such officer and with fully authority, executed the same voluntarily on the day the same bears date for and as an act of said limited partnership.

GIVEN under my hand and seal, this 30th day of August, 2017.



Notary Public

My Commission Expires: 1/26/19

