

This document is being re-recorded to correct the legal description which should have been as reflected on the new Exhibit A attached hereto and incorporated herein by reference

Shelby County, AL 07/05/2016
State of Alabama
Deed Tax: \$1105.50

STATE OF ALABAMA
COUNTY OF SHELBY

) 20181025000377690
) 10/25/2018 10:51:15 AM
LEASE 1/5

MEMORANDUM OF LEASE


20160705000232000 1/5 \$1132.50
Shelby Cnty Judge of Probate, AL
07/05/2016 01:09:43 PM FILED/CERT

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.

20181025000377690 10/25/2018 10:51:15 AM LEASE 2/5

[Signatures appear on following pages]



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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 Granger

Notary Public

"LESSOR"

Premier Holdings, LLC.

an Alabama limited liability company

By: [Signature]

Name: MANRAJ 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:

"LESSEE"

Cassie Wilson

Witness

Premier Kings, Inc.,
an Alabama corporation

By: [Signature]

Name: Manolis S. Dineen

Title: President

Kandas Genger

Notary Public

Commission Data:

My Commission Expires
March 1, 2020

(NOTARIAL SEAL)



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EXHIBIT "A"

Legal Descriptions of the Premises

Lot 1B according to the Resurvey of Lot 1 of Pelham Retail Group Subdivision recorded as Map Book 45 Page 37 in the Office of the Judge of Probate of Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
10/25/2018 10:51:15 AM
\$27.00 CHERRY
20181025000377690

Allen S. Bayl