

This Instrument Prepared By:  
Steven A. Brickman, Esquire  
DENTONS SIROTE PC  
P.O. Box 55727  
Birmingham, Alabama 35255-5727

STATE OF ALABAMA        )

SHELBY COUNTY            )

**MEMORANDUM OF LEASE**

This Memorandum of Lease made and entered into as of the 31<sup>st</sup> day of October 2024, by and between **JACK’S FAMILY RESTAURANTS, LP**, a Delaware limited partnership (“LESSEE”), and **HINDS REAL ESTATE HOLDINGS, LLC**, a California limited liability company (“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 October 31, 2024, 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 “Demised 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 Demised 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 Demised 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 Demised Premises on the terms and provisions described in the Lease.

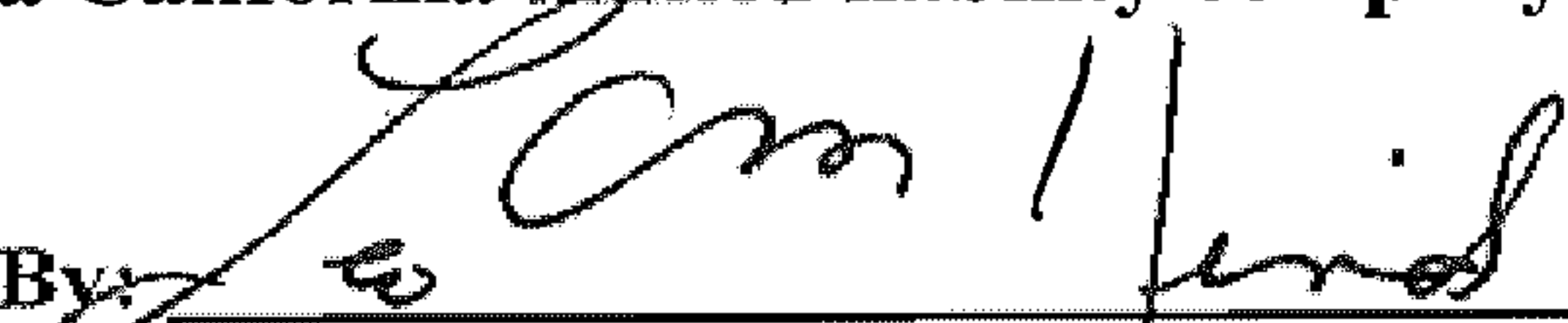
(5) All of the terms, provisions, covenants and agreements contained in the Lease are incorporated herein by reference in the same manner and to the same extent as if all of such terms, provisions, covenants and agreements were expressly set forth herein; and nothing contained in this Memorandum shall 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.

IN WITNESS WHEREOF, LESSOR and LESSEE have executed this Memorandum of Lease on this the 24 day of October, 2024.

LESSOR:

HINDS REAL ESTATE HOLDINGS, LLC,  
a California limited liability company

By:   
Name: Leo Mark Hinds  
Its: Manager

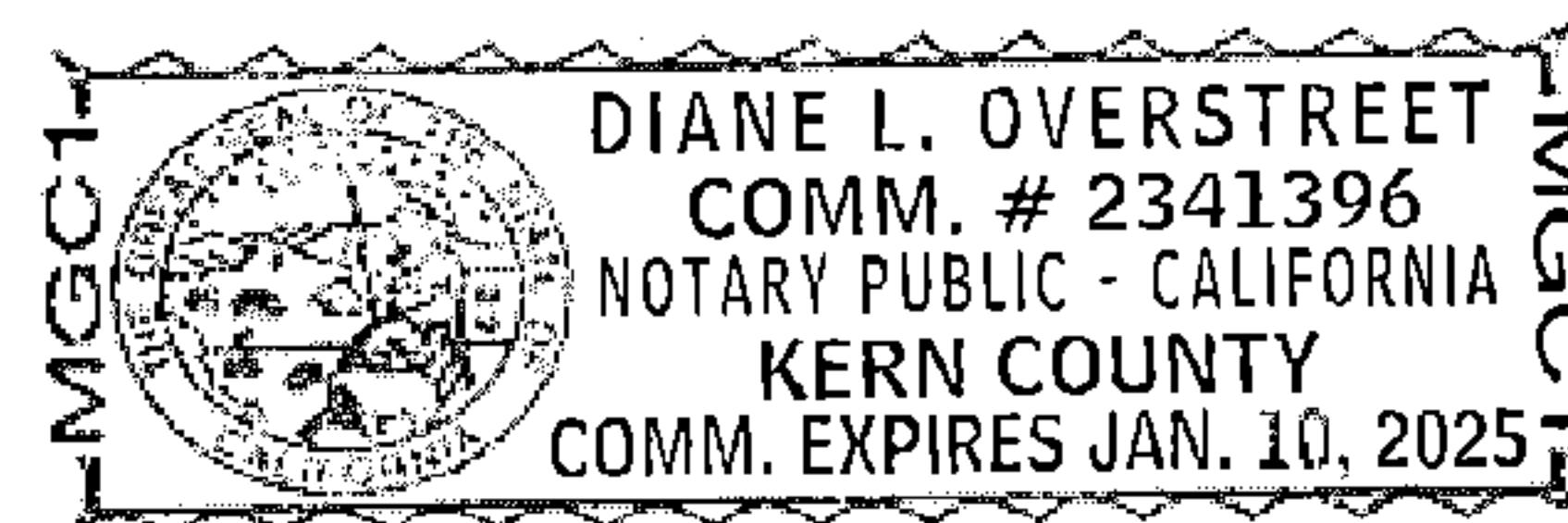
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

STATE OF: CALIFORNIA )  
 )ss.  
COUNTY OF: KERN )

On October 24, 2024 before me, Diane L. Overstreet, a Notary Public, personally appeared Leo Mark Hinds, who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ ~~she~~ ~~they~~ executed the same in ~~this~~ ~~her~~ ~~their~~ authorized capacity(~~ies~~), and that by ~~this~~ ~~her~~ ~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal



  
Signature

(Seal)

**LESSEE:**

**JACK'S FAMILY RESTAURANTS, LP, a  
Delaware limited partnership**

By: 

**Name: K. Todd Bartmess**

**Its: CEO**

STATE OF ALABAMA )

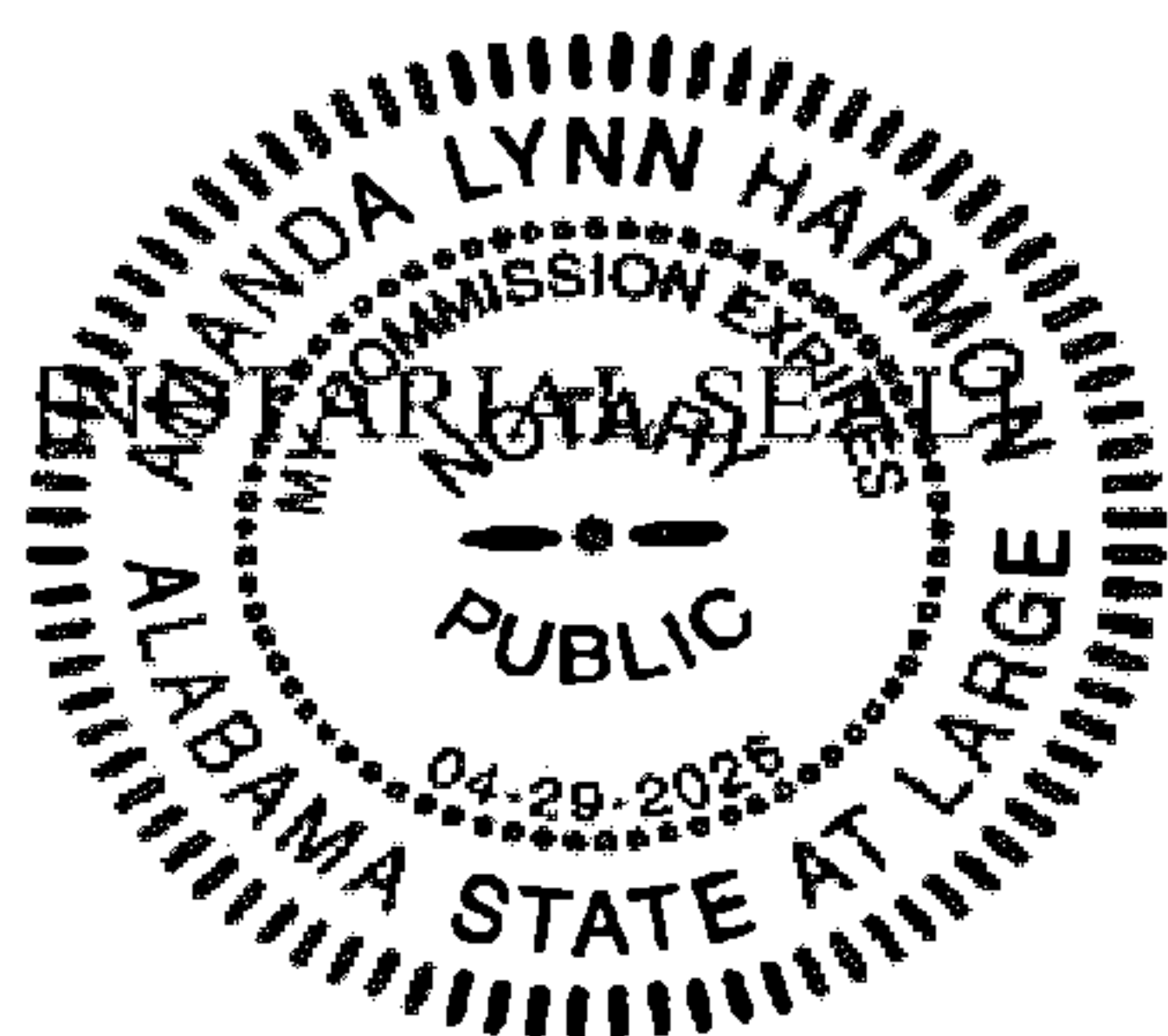
JEFFERSON COUNTY )

I, the undersigned, Notary Public, in and for said county in said state, hereby certify that **K. Todd Bartmess**, whose name as **CEO** of **Jack's Family Restaurants, LP**, 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 said instrument and being authorized to so do, he, as such President and with full authority, executed the same voluntarily for and as the act of said limited partnership.

Given under my hand and official seal this 25 day of October, 2024.

  
Notary Public

My commission expires: 11/29/2026



**EXHIBIT "A"**

**LEGAL DESCRIPTION OF DEMISED PREMISES**

Lot 2-A, according to the Final Plat of The Grande Vista Subdivision Plat No. 2, being a resurvey of Lot 2 The Grande Vista Subdivision, as recorded in Map Book 59, Page 96, 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  
11/01/2024 07:59:48 AM  
\$1367.00 DANIEL  
20241101000340570

*Allen S. Bayal*