

STATE OF ALABAMA

COUNTY OF SHELBY

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, effective as of the 3rd day of April, 1995, between EFS, Inc. (hereinafter called "Lessee") and John D. Burleson and Tina M. Burleson (hereinafter collectively called "Lessor"); which terms "Lessee" and "Lessor" shall include, wherever the context admits or requires, singular or plural, and the heirs, legal representatives, successors and assigns of the respective parties.

12/15/1995-35934
09:25 AM CERTIFIED
WITNESSETH: SHELBY COUNTY JUDGE OF PROBATE
006 HCD 382.00

That the Lessor, in consideration of the covenants of the Lessee, has on the 3rd day of April, 1995, (hereinafter "Commencement Date"), leased and demised unto the said Lessee and, the Lessee has agreed to take and lease from the Lessor, for the term hereinafter specified, the premises located in the County of Shelby, State of Alabama, and known in that certain Lease Agreement (hereinafter "Lease") executed by the parties on April 3, 1995, as the Leased Premises, and more particularly described on Exhibit "A" attached hereto and made a part hereof by reference.

The original term of said Lease is for the period commencing upon April 3, 1995, and terminating upon March 31, 2000 (known in the Lease as "Original Term"). Under the terms of said Lease, Lessee has the right to renew the Lease for two (2) five (5) year renewal terms with rent during the first of such renewal terms (known in the Lease as "First Renewal Term") payable at the monthly rate of \$7130.00 and during the second of such renewal terms (known in the Lease as "Second Renewal Term") at a renegotiated rate agreed upon by the parties. Also under the terms of said Lease, Lessee has the option to exercise a right of first refusal, the particulars of which are contained in the Lease, in regard to the Leased Premises and an additional parcel (known in the Lease

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as "Adjacent Property"), more particularly described on Exhibit "B" attached hereto and made a part hereof by reference, and located at 3186 Highway 31 South, Pelham, Alabama.

It is understood and agreed that said Lease dated the 3rd day of April, 1995, constitutes the entire lease agreement between Lessor and Lessee and the within Memorandum of Lease shall only give notice of said Lease which has been executed as of the date first above written.


IN WITNESS WHEREOF, John D. Burleson and Tina M. Burleson, as Lessor, have executed this instrument and EFS, Inc., an Alabama corporation, as Lessee, has caused this instrument to be executed in its name by Frank E. Evans as its President, all as of the day and year first above written.


JOHN D. BURLESON


TINA M. BURLESON

LESSOR

EFS, INC., an Alabama Corporation

By: 
FRANK E. EVANS
Its President

ATTEST:

By: 
CHARLOTTE EVANS
Its Secretary

(SEAL)

LESSEE

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said State and County hereby certify that John D. Burleson, who is known to me, acknowledged before me on this date, that being informed of the contents of this instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand this 12th day of April, 1995.

SEAL

Harlene Austine
Notary Public
MY COMMISSION EXPIRES FEB. 11, 1996
My Commission Expires: _____

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said State and County hereby certify that Tina M. Burleson, who is known to me, acknowledged before me on this date, that being informed of the contents of this instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand this 17th day of April, 1995.

SEAL

Harlene Austine
Notary Public
My Commission Expires: _____ MY COMMISSION EXPIRES FEB. 11, 1996

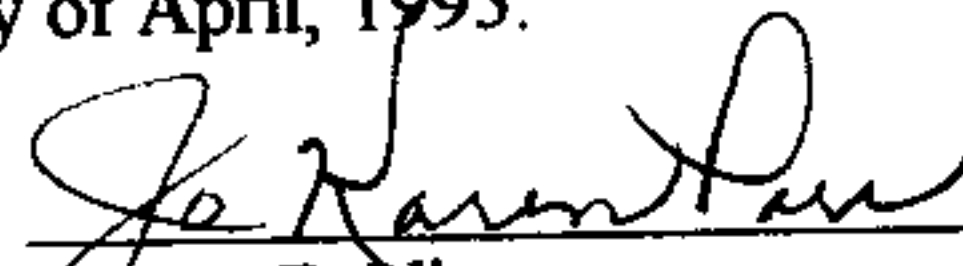
STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

I, the undersigned, a Notary Public in and for said State and County hereby certify that Frank E. Evans and Charlotte Evans, whose names as President and Secretary, respectively, of EFS, Inc., an Alabama corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this date, that being informed of the contents of said instrument, they as such officers, and with full authority executed the same voluntarily, for and as the act of said corporation.

Given under my hand and seal this 7th day of April, 1995.

SEAL



Notary Public

My Commission Expires: 3-9-96

This instrument prepared by:

Jo Karen Parr

Kaufman & Rothfeder, P.C.

Post Office Drawer 4540

Montgomery, Alabama 36103-4540

334/244-1111

EXHIBIT "A"

A parcel of land situated in the Northwest Quarter of the Northwest Quarter of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Northwest corner of said Section 24; thence in an easterly direction along and with said line 765.13 feet to the westerly right of way margin of U.S. Highway 31; thence 77 degrees 46 minutes right, along and with said right of way margin, 373.96 feet to the point of beginning; thence 90 degrees 08 minutes 37 seconds right, 139.11 feet to a point on the easterly right of way margin of Main Street; thence with a deflection of 88 degrees 50 minutes 40 seconds left, along and with said right of way margin 219.02 feet to a point; thence with a deflection of 89 degrees 20 minutes 22 seconds left, 144.16 feet to the westerly right of way margin of U.S. Highway 31, said right of way lying in a curve to the left, said curve having a central angle of 4 degrees 20 minutes 03 seconds and a radius of 2955.91 feet; thence 91 degrees 57 minutes 36 seconds left to chord and along the arc of said curve 223.59 feet to the point of beginning, and containing 31.651 square feet or 0.72 acres.

This description is also shown in Book 389, at Page 721, of the Office of the Judge of Probate of Shelby County, Alabama.

EXHIBIT "B"

A parcel of land located in the NW¼ of the NW¼ of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Commence at the NW corner of said Section 24, thence in an Easterly direction, along the North line of said Section 24, a distance of 639.21 feet; thence 77° 48' right, in a Southeasterly direction, a distance of 616.97 feet to the point of beginning; thence continue along last described course a distance of 134.68 feet to the Northwesternly right-of-way line of Shelby County Highway 52, thence 91° 24' left, in a Northeasterly direction, along said right-of-way line, a distance of 139.62 feet to the Westerly right-of-way line of U.S. Highway 31, said point being on a curve to the left, said curve having a radius of 2192.01 feet and a central angle of 2° 12' 10"; thence 34° 56' 10", measured to tangent of said curve, thence along arc of said curve, a Northwesternly direction, a distance of 84.27 feet to and of said curve and the beginning of a curve to the left, said curve having a radius of 2955.9 feet and a central angle of 0° 53' 21", thence along arc of said curve, in a Northwesternly direction, a distance of 45.87 feet to end of said curve, thence 89° 54' 41" left, measured from tangent of said curve, in a Southwesterly direction, a distance of 144.16 feet to the point of beginning.

This description is also shown in Book 333, at Page 314, of the Office of the Judge of Probate of Shelby County, Alabama.

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