



20121022000404050 1/7 \$19364.00
Shelby Cnty Judge of Probate, AL
10/22/2012 11:55:05 AM FILED/CERT

This instrument was prepared by:

Return to:

First American Title Insurance Co.
2425 E. Camelback Rd., Ste 300
Phoenix, AZ 85016

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NCS 541694B PHX1

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum") is made effective as of June 29, 2012 (the "Effective Date"), by and between **STORE SPE BELLE, LLC**, a Delaware limited liability company ("Lessor"), whose address is 8501 E. Princess Drive, Suite 190, Scottsdale, Arizona 85255, and **BELLE FOODS, LLC**, an Alabama limited liability company ("Lessee"), whose address is 800 Lakeshore Parkway, Birmingham, Alabama 35211.

Recitals

Lessor and Lessee entered into that certain Master Lease Agreement (the "Lease") dated as of the Effective Date, the terms, provisions and conditions of which are incorporated herein by this reference to the same extent as if recited in their entirety herein, whereby Lessor has leased to Lessee, and Lessee has rented and leased from Lessor, on and subject to the terms, provisions and conditions of the Lease, certain parcels of real property, including, without limitation, that certain real property, more particularly described in Exhibit A attached hereto and incorporated herein by this reference, together with all buildings, structures, fixtures and improvements now or hereafter located thereon, (the "Property"). Unless otherwise expressly provided herein, all defined terms used in this Memorandum shall have the same meanings as are ascribed to such terms in the Lease.

NOW, THEREFORE, Lessor and Lessee hereby make specific reference to the following terms, provisions and conditions of the Lease:

1. The term of the Lease commences as of the Effective Date and expires on June 30, 2032, unless extended as provided below or terminated sooner as provided in the Lease.

2. Provided no Event of Default has occurred and is continuing at the time any extension option is exercised, Lessee has a right to extend the term of the Lease for up to four (4) additional successive periods of five (5) years each, by written notice to Lessor as provided in the Lease.

3. NOTICE IS HEREBY GIVEN THAT LESSEE IS NOT AUTHORIZED TO PLACE OR ALLOW TO BE PLACED ANY LIEN, MORTGAGE, DEED OF TRUST OR ENCUMBRANCE OF ANY KIND UPON ALL OR ANY PART OF THE PROPERTY OR LESSEE'S LEASEHOLD INTEREST THEREIN AND ANY SUCH PURPORTED TRANSACTION WHICH IS NOT APPROVED BY LESSOR SHALL BE VOID. FURTHERMORE, ANY SUCH PURPORTED TRANSACTION SHALL BE DEEMED A TORTIOUS INTERFERENCE WITH LESSOR'S RELATIONSHIP WITH LESSEE AND LESSOR'S OWNERSHIP OF THE PROPERTY. NOTHING CONTAINED IN THIS SECTION 3 SHALL PROHIBIT LESSEE FROM GRANTING A SECURITY INTEREST IN ITS PERSONAL PROPERTY, INCLUDING ITS EQUIPMENT, FURNITURE OR TRADE FIXTURES.

4. Except as otherwise expressly set forth in the Lease, Lessee may not assign its interest in the Lease in any manner whatsoever without the prior written consent of Lessor. ANY SUCH PURPORTED TRANSACTION WHICH IS NOT APPROVED BY LESSOR SHALL BE VOIDABLE AT THE SOLE OPTION OF LESSOR.

5. Except as otherwise expressly set forth in the Lease, any addition to or alteration of the Property shall automatically be deemed part of the Property and belong to Lessor.

6. Unless the landlord, mortgagee or trustee under any mortgage or trust deed, as applicable, now or hereafter placed on the Property by Lessor elects otherwise by notice given to Lessee, the Lease at all times shall automatically be subordinate to the liens of any and all mortgages and trust deeds now or hereafter placed on the Property by Lessor; subject, however, to Lessee's rights regarding non-disturbance as set out in the Lease.

7. The Lease is a "true lease"; the only relationship created thereby is that of landlord and tenant. Lessee is not an agent, legal representative, partner, subsidiary, or employee of Lessor. Lessor is not responsible for any of the debts, obligations or losses of Lessee.

8. The Lease contains other terms not herein set forth but which are incorporated by reference herein for all purposes, and this Memorandum is executed for the purpose of placing parties dealing with the Property on notice of the existence of the Lease and, where appropriate, its contents, and shall ratify and confirm all other terms of the Lease as fully as if the same had been set forth herein. Additional information concerning the terms of the Lease can be obtained by parties having a legitimate interest from Lessor or Lessee at the addresses set forth above.


9. This Memorandum is intended for recording purposes only, and does not modify, supersede, diminish, add to or change all or any of the terms of the Lease in any respect. To the extent that the terms hereof are inconsistent with the terms of the Lease, the terms of the Lease shall control.

10. This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be duly executed as of the Effective Date.

LESSOR:


STORE SPE BELLE, LLC, a Delaware limited liability company

By: 
Michael T. Bennett
Executive Vice President -
Operations

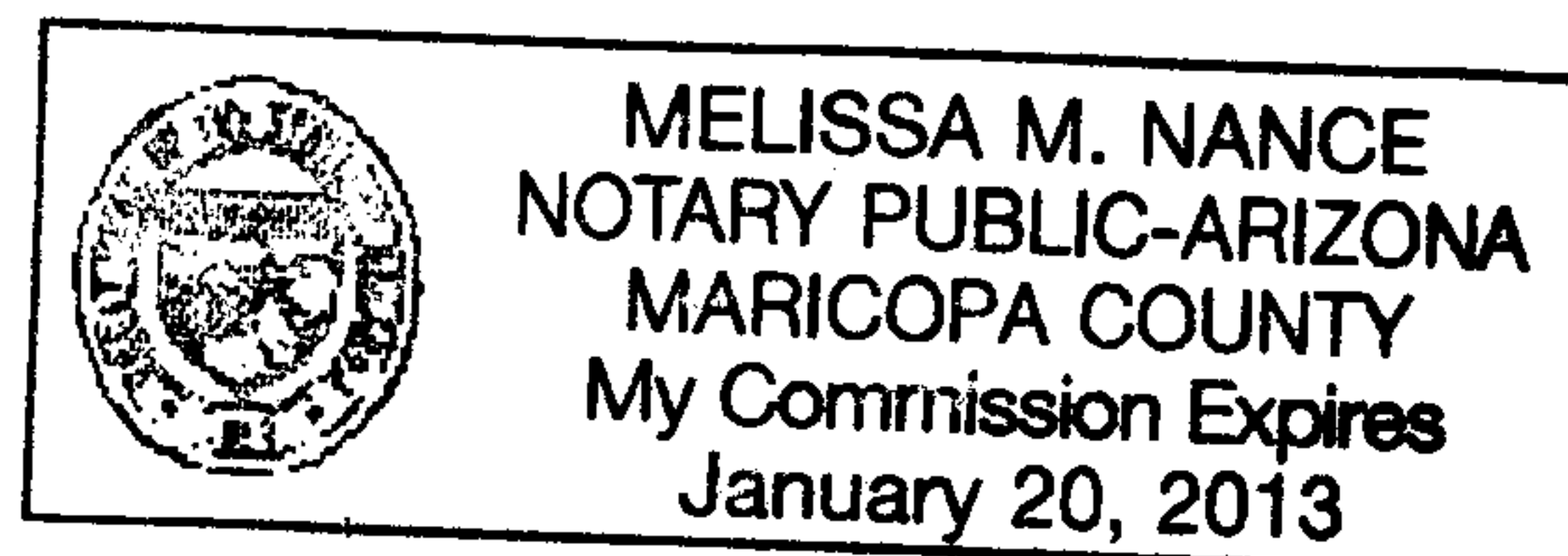
STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Michael T. Bennett, the Executive Vice President of **STORE SPE BELLE, LLC**, a Delaware limited liability company whose name 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, he as such Executive Vice President of said company, executed the same voluntarily for and as the act of the same limited liability company.

Given under my hand and official seal this 28th day of June, 2012.

(SEAL)  Notary Public:

My Commission Expires: 1/20/2013



LESSEE:

BELLE FOODS, LLC, an Alabama
limited liability company

By: Wm D. White
Name: WILLIAM D. WHITE
Title: PRESIDENT

STATE OF Alabama)
) ss
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County, in said State, hereby
certify that William D. White, is the President of **BELLE FOODS,**
LLC, an Alabama limited liability company whose name 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, he as such Authorized Agent of said
company, executed the same voluntarily for and as the act of the same limited liability
company.

Given under my hand and official seal this 27th day of June, 2012.

Patricia L. Allame
(SEAL) Notary Public:

My Commission Expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE
COMMISSION EXPIRES: Apr 16, 2014
MEMBER - ALABAMA NOTARY PUBLIC UNDERWRITERS

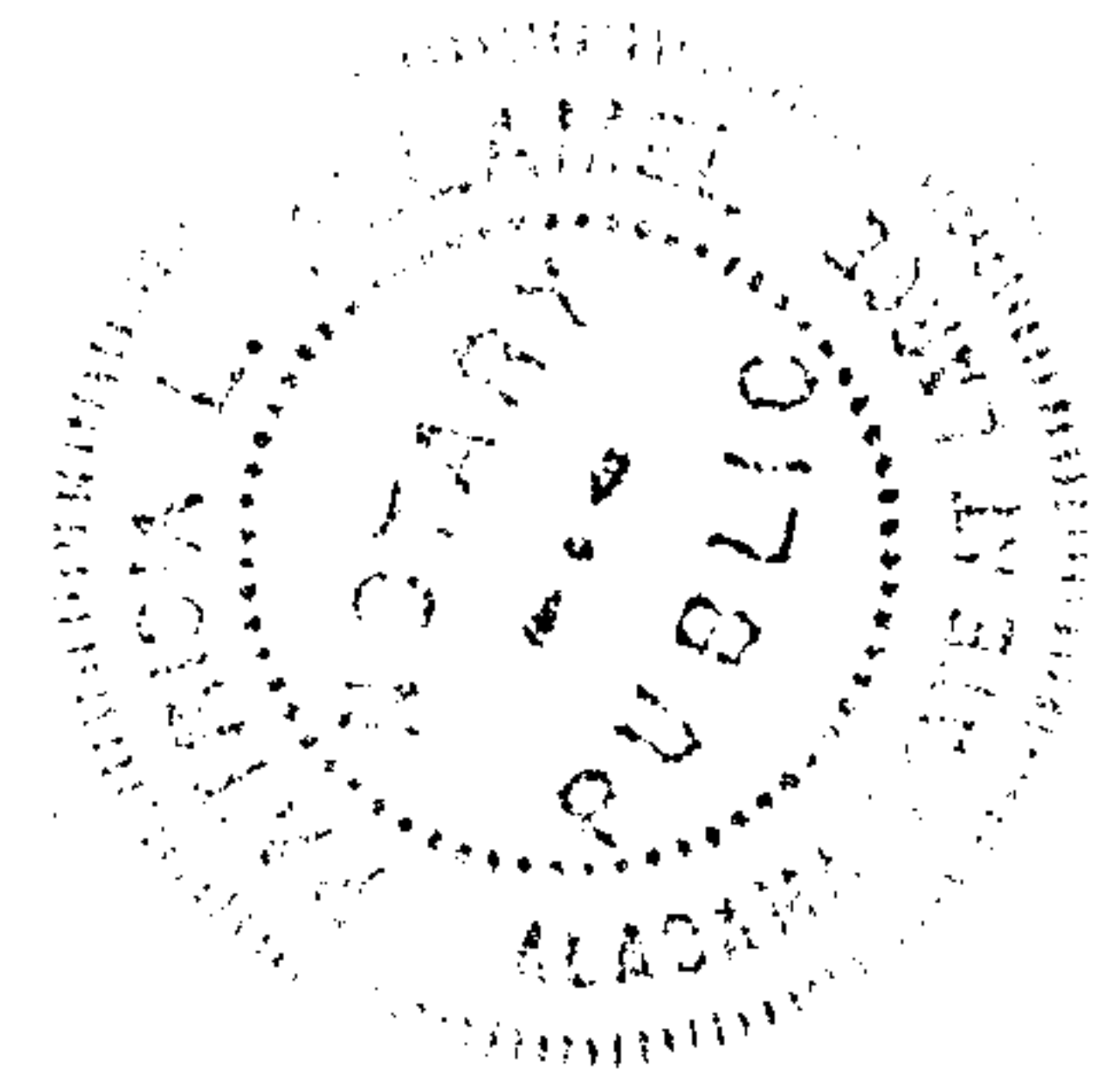


Exhibit A

Property commonly identified as: 509 Highway 119 South, Alabaster, AL 35007

Parcel I:

A portion of the North half of the Southwest quarter of the Northeast quarter, Section 2, Township 21 South, Range 3 West, described as follows:

Commence at the Southwest corner of the North half of the Southwest quarter of the Northeast quarter, Section 2, Township 21 South, Range 3 West, and run Easterly along the South side of the said North half for 790.66 feet to the Point of Beginning; thence continue along the last described course for 342.22 feet; thence turn an angle of 57° 13' 19" to the left and run Northeasterly for 26.54 feet; thence run turn an angle of 84° 09' 30" to the left and run Northwesterly for 894.71 feet; thence turn an angle of 107° 39' 31" to the left and run Southwesterly 218.29 feet; thence turn an angle of 72° 20' 29" to the left and run Southeasterly for 445.66 feet; thence turn and angle of 90° 00' 00" to the right and run Southwesterly for 32.00 feet; thence turn an angle of 90° 00' 00" to the left and run Southeasterly 118.15 feet to point of beginning.

Being also described as:

A portion of the North half of the Southwest quarter of the Northeast quarter, Section 2, Township 21 South, Range 3 West, described as follows:

Commence at the Southwest corner of the North half of the Southwest quarter of the Northeast quarter, Section 2, Township 21 South, Range 3 West, and run South 88° 07' 35" East along the South side of the said North half for 790.66 feet to the True Point of Beginning; thence run South 88° 07' 35" East, 342.22 feet to an iron pin; thence run North 34° 39' 06" East, 26.54 feet to an iron pin; thence run North 49° 30' 24" West, 894.71 feet to an iron pin; thence run South 22° 50' 05" West, 218.29 feet to an iron pin; thence run South 49° 30' 24" East, 445.66 feet to an iron pin; thence run South 40° 29' 36" West, 32.00 feet to an iron pin; thence run South 49° 30' 24" East, 118.15 feet to an iron pin, said pin being the true point of beginning.

Parcel II:

The beneficial rights as contained in that certain Indenture of Establishment of Protective Covenants, Conditions and Restrictions and Grants of Easements recorded in Book 52, Page 692 in the Probate Office of Shelby County, Alabama.

Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Lessor's Name	STORE SPE Belle, LLC	Lessee's Name	Belle Foods, LLC
Mailing Address	8501 E. Princess Drive Suite 190 Scottsdale, AZ 85255	Mailing Address	800 Lakeshore Parkway Birmingham, AL 35211
	Attn: Michael T. Bennett, EVP		Attn: Jacob Skousen
Property Address	See attached schedule	Lease Date	June 29, 2012
		Total Rental for Alabama Properties	\$ 33,741,000.00
		or	
		Present Value of Total Rental	\$ 19,333,593.00
		or	
		Assessor's Market Value	\$

Term of Lease: Twenty (20) years.

The rental or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

<input type="checkbox"/> Bill of Sale	<input type="checkbox"/> Appraisal
<input type="checkbox"/> Sales Contract	<input checked="" type="checkbox"/> Other Affidavit and Lease
<input type="checkbox"/> Closing Statement	

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Lessor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Lessee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being leased, if available.

Date of Lease-the date on which interest to the property was leased.

Total Rental - the total amount of rent paid for the property, both real and personal, being leased by the instrument offered of record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date 10/11/12

Print Christopher M. Gill, Attorney in Fact for
Lessor

☒ Unattested

Sign

[Signature]

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1



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SCHEDULE TO REAL ESTATE VALIDATION FORM

Coffee County, Alabama

1032 Boll Weevil Drive
Enterprise, AL 36330

Shelby County, Alabama

509 Highway 119 South
Alabaster, AL 35007

Pike County, Alabama

1327 S. Brundidge Street
Troy, AL 26081

Colbert County, Alabama

13413 Woodward Avenue
Muscle Shoals, AL 36426

Escambia County, Alabama

1900 Douglas Avenue
Brewton, AL 36426

161 Lindberg Avenue

Atmore, AL 36502

Crenshaw County, Alabama

1297 S. Forest Avenue
Luverne, AL 36049

Baldwin County, Georgia

1310 N. Columbia Street
Milledgeville, GA 31061

Dougherty County, Georgia

2826 Meredyth Drive
Albany, GA 31707



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