

1204

MEMORANDUM OF LEASE

THIS LEASE, dated as of the 25th day of September, 1987, by and between GILDA R. SHIRLEY ("Lessor") and BROOKLINE, LTD., a Tennessee limited partnership ("Lessee").

W I T N E S S E T H :

That upon the terms, covenants, conditions and rents set forth in that certain unrecorded lease dated as of September 25, 1987, between the Lessor and the Lessee (hereinafter called the "Lease"), Lessor has demised and leased to Lessee those certain premises situated in the County of Shelby, State of Alabama, described in Exhibit "A" attached hereto and by this reference incorporated herein, together with the improvements thereof (hereinafter referred to as the "Property").

The Lease is, by this reference, incorporated herein and made a part hereof as if fully set forth herein.

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The Lessee shall pay the Lessor rent equal to \$1.00 per annum, plus an amount equal to the Lessor's debt service obligations under the terms and conditions of the indebtedness in favor of City Federal Savings & Loan secured by the Property. The term of this Lease shall be for a period of two (2) years, commencing on the 18th day of September, 1987, and ending on the 18th day of September, 1989; the Lessee has five (5) options to renew for terms of two (2) years each.

The Lessor, pursuant to the terms of the Lease, has granted unto the Lessee the option to purchase the Property together with all improvements thereon. This option shall continue for the entire term (including any renewal periods) of this Lease.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LESSOR:

Gilda Shirley
GILDA R. SHIRLEY

LESSEE:

BROOKLINE, LTD.

By: VANTAGE CAPITAL, INC., a Tennessee corporation, its General Partner

By:

Title:

John Collier
President

Freemont, Inc.

STATE OF NEW YORK
COUNTY OF DUTCHESS

Personally appeared before me, BARBARA A. GOODISON, a Notary Public in and for said State and County duly commissioned and qualified, GILDA PHURLEY, with whom I am personally acquainted, and who acknowledged that SHE executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 17th day of FEBRUARY, 1988.

Barbara A. Goodison
Notary Public

My Commission Expires:

12/29/89

BARBARA A. GOODISON
Notary Public, State of New York
Qualified in Dutchess County
No. 4836350
Commission Expires December 31, 1989

STATE OF Illinois
COUNTY OF Williamson

Personally appeared before me, Deborah Lynn Britton, a Notary Public in and for said State and County duly commissioned and qualified, Don Collins, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the President of Vantage Capital, Inc. (the "Constituent"), the sole general partner of BROOKLINE, LTD. a limited partnership (the "Maker") and he is authorized by the Maker or by its Constituent, the Constituent being authorized by the Maker, to execute this instrument on behalf of the Maker.

WITNESS my hand, at office, this 4th day of February, 1988.

Deborah L. Britton
Notary Public

My Commission Expires:

6-9-91

JHG18.1/E9474-07

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EXHIBIT "A"

Description of the Property

BOUNDARY - PHASE 1

Commence at the S.W. Corner of the S.W. 1/4 of the S.W. 1/4 of Section 22, Township 20 South, Range 3 West, Shelby County, Alabama; thence continue east along said quarter-line, 575.73'; thence a delta angle of 65°14'00" left, 264.60'; thence a delta angle of 2°25'30" right, 179.91'; thence a delta angle of 11°35' left, 154.12'; thence, a delta angle of 8°34' left, 89.52'; thence continue along said line, 125.00'; thence a delta angle of 3°03' right, 136.29'; thence a delta angle of 10°22'30" left, 270.35'; thence a delta angle of 9°21'30" right, 311.86'; thence a delta angle of 0°21' right, 88.68'; thence a delta angle of 11°12'05" left, 71.79'; thence a delta angle of 15°48'25" right, 115.71'; thence a delta angle of 6°48'50" left, 104.59'; thence a delta angle of 9°39'30" right, 27.51' to the Point of Beginning; thence continue along said line 80.00'; thence a delta angle of 9°31'30" left, 76.59'; thence a delta angle of 8°37'23" right, 201.13'; thence a delta angle of 27°10'40" left, 29.99'; thence an angle to the right of 119°00', 149.00'; thence an angle to the right of 133°30', 175.00'; thence 90° to the left to be on the tangent of a curve to the left with a delta of 66°00' and a radius of 75.00'; thence continue along said tangent, 43.00'; thence an angle to the right of 74°39'30", 125.23'; thence an angle to the left of 74°39'30", 964.02'; thence an angle to the right of 135°39'30", 20.40'; thence an angle to the right of 127°14'42", 153.23' to the P.C. of a curve to the right with a delta of 17°12'04" and a radius of 477.75' said point being the centerline of a 20'-4" sewer line easement; thence an angle to the right from the chord of said curve of 83°38'23", 192.61'; thence a delta angle of 5°34'59" left, 640.00' to the end of the sewer easement; thence a delta angle of 12°30' right, 75.00'; thence a delta angle of 37°00' left, 120.00'; thence an angle to the left of 76°00', 130.00'; thence a delta angle of 72°00' left, 140.00' to the Point of Beginning. Said parcel contains 8.26 Acres more or less.

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STATE OF ALA. SHELBY
I CERTIFY THIS
INSTRUMENT WAS FILED

88 JUN 15 AM 11:56

Thomas W. [Signature]
JUDGE OF PROBATE

RECORDING FEES

Recording Fee	\$ 7.50
Index Fee	1.00
TOTAL	\$ 8.50