

1715

MEMORANDUM OF LEASE

This Memorandum of Lease made this 1st day of December, 1989, between BIRMINGHAM REALTY COMPANY, having an office at 2118 First Avenue North, Birmingham, Alabama 35203, as the Landlord, and GENERAL ELECTRIC COMPANY, a corporation having an office at 300 Riverhills Business Park, Birmingham, Alabama 35242, as the Tenant.

WITNESSETH:

(1) Lessor and Lessee have entered into a lease of the following described premises in the County of Shelby, State of Alabama: 300 Riverhills Business Park, Birmingham, Alabama 35242, containing 27,444 square feet.

(2) Said lease sets forth the above names and addresses of said parties thereto.

(3) The term of said lease is five (5) years, beginning on November 1, 1986, and ending on midnight on October 31, 1991.

(4) The Tenant has a right to extend said terms for one (1) successive period of five (5) years. The maximum date to which this lease may be extended is midnight on October 31, 1996. Said rights of extension are exercisable as follow:

Landlord will grant Tenant the right to renew for a period of five (5) years, as long as Tenant is in good standing and has complied with all aspects of this lease, and supplies Landlord written notice of its intent to renew by registered mail one hundred twenty (120) days prior to the expiration of this lease. The same rental rate is applicable as in the initial term, except for the increases specified in Section 3.03 of this lease. Those increases shall be:

| | | |
|--------|---|------|
| Year 1 | - | 4 % |
| Year 2 | - | 4 % |
| Year 3 | - | 4 % |
| Year 4 | - | 4.5% |
| Year 5 | - | 4.5% |

Failure to exercise option of said lease shall render null and void the subsequent right or rights to extend the term.

This Memorandum of Lease is executed for the purpose of giving notice of the existence of the Lease and that certain terms thereof encumber the Development. Such Lease includes provisions containing covenants and obligations similar to those commonly found in other leases, including, but not limited to, provisions regarding insurance, taxes, parking, maintenance, and rental. Reference should be made to the Lease (and any amendments thereto that may be entered into) for the full description of the rights and duties of Landlord and Tenant, and this Memorandum of Lease shall in no way affect the terms and conditions of the Lease or the interpretation of the rights and duties of Landlord and Tenant thereunder.

BOOK 271 PAGE 847

B'ham Realty Co.
2118 First Ave No.
Attn: R. H. H. P.

MEMORANDUM OF LEASE
GENERAL ELECTRIC COMPANY
DECEMBER 1, 1989
PAGE TWO

IN WITNESS WHEREOF, Landlord and Tenant have cause this Memorandum of
Lease to be executed this _____ day of _____, 1989.

WITNESS

Date _____

LANDLORD

BIRMINGHAM REALTY COMPANY

By:

Stephen W. House
Stephen W. House

Its: Vice President

Date:

December 18, 1989

WITNESS

Kimberly S. [Signature]

Date December 14, 1989

TENANT

GENERAL ELECTRIC COMPANY

By:

Robert A. Lutz

Its: Mgr. of Facilities & Administration

Date: December 14, 1989

BOOK 271 PAGE 848

MEMORANDUM OF LEASE
GENERAL ELECTRIC COMPANY
DECEMBER 1, 1989
PAGE THREE

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, Joy C Newman, a Notary Public in and for said County, in said state, hereby certify that Stephen W. House, whose name as Vice President of BIRMINGHAM REALTY COMPANY, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as said officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 18th day of December, 1989.

Joy C Newman

Notary Public

Expires: 11/3/93

My Commission Expires:

December 3, 1993

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I, Kimberly Salters, a Notary Public in and for the State of Florida, hereby certify that Robert A. Laubach, whose name as Mgr of Facilities & Admin. of GENERAL ELECTRIC COMPANY, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 14th day of December, 1989.

Kimberly Salters

Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires April 15, 1990

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

89 DEC 27 PM 2:06

Thomas W. Snowden, Jr.
JUDGE OF PROBATE

| | |
|---------------|----------|
| 1. Deed Tax | \$ 53.50 |
| 2. Int. Tax | \$ 7.50 |
| 3. Notary Fee | 3.00 |
| 4. | |
| 5. | |
| 6. | 1.00 |
| Total | \$ 65.00 |