

STATE OF ALABAMA

COUNTY OF SHELBY

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made this 4th day of June, 1990, between 2154 Trading Corporation, a New York corporation (herein referred to as "Landlord"), Taylor and Mathis, a Georgia general partnership (hereinafter referred to as "Agent"), and Bruno's, Inc., an Alabama corporation (hereinafter referred to as "Tenant"), as follows:

WITNESSETH:

1. The Landlord and Tenant entered into a Lease Agreement dated June 27, 1989, (hereinafter referred to as the "Lease"), of the following described premises in Shelby County, Alabama:

That certain store building containing approximately 54,000 square feet measuring from center line to center line, and the land on which both the same shall stand (the "Demised Premises"), which store building and related improvements are to be constructed by Landlord in a shopping center to be known as Inverness Corners (the "Shopping Center"), in the City of Hoover, County of Shelby, State of Alabama, the legal description of the Shopping Center being attached hereto as Exhibit "A" and made a part hereof by reference.

2. The term of the Lease is twenty (20) years, commencing on the earlier of the date that Tenant opens its store for business or within thirty (30) days following completion of construction of the Demised Premises and related improvements in accordance with the terms of the Lease. Tenant has the right to extend said lease term for two (2) successive extension periods of five (5) years each.

3. The Lease contains a provision giving the Tenant the exclusive right to operate a supermarket in the Shopping Center and Landlord covenants and agrees that it will not directly and indirectly lease, rent or allow subleasing of any property located within the Shopping Center for occupancy as a supermarket, grocery store, pharmacy, meat, fish or vegetable market without Tenant's written permission, or unless leased to

Attn: Vickie Blessman
Bruno's Inc.
300. Research Blvd

Corporation to include a pharmacy within its leased premises.

4. Tenant shall comply with all laws, ordinances, orders and regulations affecting the premises and the Shopping Center, and the cleanliness, safety, occupation, and use of the same.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Lease to be executed by their respective Officer duly authorized on the day and year first above written, for the purpose of providing an instrument for recording with the Judge of Probate of Shelby County, Alabama, in accordance with the provisions of Alabama Code Section 35-4-6 (1975), as amended.

(LANDLORD)

2154 TRADING CORPORATION

ATTEST:

Christine D. Markussen
Assistant Secretary

By: W. W. Turner JSA
USA

Its: Vice President

(AGENT)

TAYLOR & MATHIS

ATTEST:

M. J. Caswell

By: A. M. Taylor

Its: VICE-PRESIDENT

(TENANT)

BRUNO'S, INC.

ATTEST:

R. Mike Cordy
Asst Secretary

By: John Brun

Its: VP - Corporate Planning
and Development

STATE OF Georgia)
~~ALABAMA~~

COUNTY OF De Kalb)

Before me, the undersigned, a Notary Public in and for said County in said

State, do certify that Victor W. Turner whose name as Vice President of 2154 Trading Corporation, is signed to the foregoing instrument and who is known to me, acknowledged to and before me on this day that, being informed of the contents of said instruments, he as such Officer, and with full authority, executed the foregoing instrument voluntarily for and as the act of said corporation.

WITNESSED under my hand and official seal, this 4th day of June, 1990.

Andrea R. Norman
NOTARY PUBLIC

Notary Public, Georgia, State at Large
My Commission Expires Jan. 29, 1994

Date Commission Expires:

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

Before me, the undersigned, a Notary Public in and for said County in said State, do certify that Ken Bruno whose name as Vice President of Bruno's, Inc. is signed to the foregoing instrument and who is known to me, acknowledged to and before me on this day that, being informed of the contents of said instruments, he as such Officer, and with full authority, executed the foregoing instrument voluntarily for and as the act of said corporation.

WITNESSED under my hand and official seal, this 13th day of August, 1990.

Vickie Lee Blanton
NOTARY PUBLIC

1/3/94
Date Commission Expires:

STATE OF ALABAMA)

COUNTY OF Shelby)

Before me, the undersigned, a Notary Public in and for said County in said State, do certify that Andrew M. Taylor whose name as Vice President of Taylor & Mathis is signed to the foregoing instrument and who is known to me, acknowledged to and before me on this day that, being informed of the contents

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of said instrument, he as such Officer, and with full authority, executed the foregoing instrument voluntarily for and as the act of said corporation.

WITNESSED under my hand and official seal, this _____ day of May, 1990.

Lynda G. Lippich
NOTARY PUBLIC

Date Commission Expires:

9/13

Ref:021713

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

90 AUG 23 PM 12:12

Thomas P. Scarborough, Jr.
JUDGE OF PROBATE

1	Deed Tax	\$3,724.50
2		\$
3		\$10.00
4		\$3.00
5		\$
6		\$1.00
Total		\$3,758.50