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THIS INSTRUMENT PREPARED BY:
M. Beth O'Neill
Lange, Simpson, Robinson & Somerville
1700 First Alabama Bank Building
Birmingham, Alabama 35203

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made as of the 31st day of July, 1990, by and between Benjamin F. Glass, Carla L. Glass Hilliard and Cheryl R. Glass (collectively, "Lessor"), and Montgomery Oil, Inc., an Alabama corporation ("Lessee"), in accordance with the provisions of Ala. Code §35-4-51.1 (1975 & 1989 Supp.), with respect to that lease between Lessor and Lessee executed on March 20, 1990 (the "Lease") and hereinafter described:

PARTIES TO LEASE:

LESSOR: Benjamin F. Glass; Carla L. Glass Hilliard,
Cheryl R. Glass
5272 Harvest Ridge Lane
Post Office Box 380741
Birmingham, Alabama 35238-0741

LESSEE: Montgomery Oil, Inc., an Alabama corporation
175 Dunnavant Road
Post Office Box 628
Leeds, Alabama 35094

DATE OF EXECUTION OF SAID LEASE: March 20, 1990.

DESCRIPTION, IN THE FORM CONTAINED IN SAID LEASE, OF THE DEMISED PREMISES (the terms used herein are intended to have the same meaning as they have within said Lease):

"Lessor hereby leases unto Lessee a tract of land, with the improvements thereon in the city/county, 4656 Highway 280 South County of Shelby, State of Alabama 35242 described as follows: Property located at 4656 Highway 280, Shelby County, Birmingham, Alabama 35242. Property along Highway 280, Shelby County, Birmingham, Alabama 35242. Property along Highway 280 South 334.62 feet, extending 224.65 feet one leg and 241.65 feet on the other leg. Lot 1, part of the N 1/2

of the SE 1/4 of the NW 1/4 of Section 36, Township 18 South, Range 2 West which lies SW of the Right-of-Way of the Florida State Route Highway (U.S. Highway 280) and containing 26,793 feet (.62 acres) more or less, together with all appurtenances thereto and all rights, title and interest of Lessor in and to any and all roads, streets and ways bounding the said premises, except for the Billboard located on property."

Said premises are more particularly described as Lot 1, according to the Survey of Mrs. M. I. Glass Estate, as recorded in Map Book 3, Page 71, in the Probate Office of Shelby County, Alabama.

TERM OF LEASE: The term of the Lease begins on November 22, 1989 and terminates on December 31, 2010.

RIGHTS OF EXTENSION OR RENEWAL: The Lessee has the right and option to extend the Lease for two (2) additional consecutive periods of five (5) years upon all the same terms, provided that the Lessor and Lessee mutually agree on the monthly rental to be paid by the Lessee during any such extension period. If no agreement can be reached, the Lease is terminated. The Lessee must notify the Lessor in writing of its desire to extend the Lease for each of the above additional periods at least sixty (60) days prior to the date of the expiration of the preceding term and such extension or renewal will become effective when and if the Lessor and Lessee reach an agreement on the monthly rental amounts.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum of Lease under seal as of the day and year first above written.

LESSOR

Benjamin F. Glass (SEAL)
Benjamin F. Glass

Carla L. Glass Hilliard (SEAL)
Carla L. Glass Hilliard

Cheryl R. Glass (SEAL)
Cheryl R. Glass

LESSEE

MONTGOMERY OIL, INC.

BY: R. B. Montgomery (SEAL)
Its: Notary

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that BENJAMIN F. GLASS, whose name is signed to the foregoing Memorandum of Lease, and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, he executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 3 day of AUGUST, 1990.

My Commission Expires:
6-15-94

R. B. Montgomery
Notary Public

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that CARLA L. GLASS HILLIARD, whose name is signed to the foregoing Memorandum of Lease, and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, she executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 3 day of AUGUST, 1990.

My Commission Expires:
6-15-94

R. B. Montgomery
Notary Public

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STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that CHERYL R. GLASS, whose name is signed to the foregoing Memorandum of Lease, and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, she executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 3 day of AUGUST, 1990.

My Commission Expires:
6-15-94

R. M. Echols
Notary Public

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that R. D. MONTGOMERY, whose name as PRESIDENT of MONTGOMERY OIL, INC., an Alabama corporation, is signed to the foregoing Memorandum of Lease, and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day same bears date.

Given under my hand and official seal this 5th day of Sept., 1990.

My Commission Expires:
10-28-92

Barbara J. Shields
Notary Public

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

90 SEP 11 AM 8:25

Thomas A. Jones, Jr.
JUDGE OF PROBATE

1. Deed Tax	\$ 461.50
2. Int. Tax	\$
3. Recording Fee	\$ 10.00
4. Notary Fee	\$ 3.00
5. ...	\$ 1.00
Total	\$ 475.50