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STATE OF ALABAMA)
COUNTY OF SHELBY)

UPON RECORDING, RETURN TO:
Timothy D. Davis
Gordon, Silberman, Wiggins & Childs, P.C.
1400 SouthTrust Tower
Birmingham, Alabama 35203

MEMORANDUM OF LEASE

This Memorandum of Lease is made and entered into this 30th day of November, 1990, by and between ANDRESS CO., INC. (hereinafter "Lessor"), whose address is 3112 Ryecroft Road, Birmingham, Alabama 35223, and HIGGINBOTHAM OIL CO., INC., an Alabama corporation (hereinafter "Lessee"), whose address is Drawer W, Calera, Alabama 35040.

Lessor hereby grants, demises and leases to Lessee all that certain land, together with the improvements thereon, located in Shelby County, State of Alabama, more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

The Lease is dated March 12, 1986, and the term of said Lease is five (5) years commencing December 1, 1985. Lessee also has the option to extend the Lease for three (3) additional terms of five (5) years each.

Lessor hereby acknowledges and consents to the mortgage of the leasehold interest of Lessee and consents to the assignment of the Lease as collateral for said mortgage.

The above constitutes a summary of the Lease only, is intended solely for purposes of recording and public notice, and is not intended to supercede or modify the terms of the subject Lease.

DONE and DATED December 31, 1990.

HIGGINBOTHAM OIL CO., INC.

Its [Signature]

ANDRESS CO., INC.

BY [Signature]
Its President

Land title

STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Burnie Higginbotham, whose name as Vice-President of Higginbotham Oil Co., Inc., a 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

1991 Given under my hand and official seal this 4 day of January,
1990.

John E. Hester
Notary Public

My Commission Expires: 11-13-94

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that HARRY R. ANDRESS, whose name as PRESIDENT of Andress Co., Inc., a 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this 28th day of December,
1990.

Robert R. Perry
Notary Public

My Commission Expires: 4-8-91

0415Y

1. Deed Tax ----- \$ 106.50
 2. Mtg. Tax ----- \$
 3. Recording Fee ----- \$ 7.50
 4. Indexing Fee ----- \$ 2.00
 5. No Tax Fee ----- \$
 6. Certified Fee ----- \$ 1.00
 Total ----- \$ 118.00

EXHIBIT A

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

91 JAN 10 AM 8:31
Letta filed

PARCEL I

Commence at the Northwest corner of the N.W. 1/4 of the S.E. 1/4 of Section 36, Township 18 South, Range 2 West, and run in an Easterly direction along the Northerly line of said 1/4-1/4 section a distance of 474.70 feet to the point of beginning; thence continue along the last stated course a distance of 82.20 feet to a point; thence 117°04' to the right in a Southwesterly direction a distance of 170.91 feet to a point on the Northeasterly right of way line of U.S. Highway No. 280; thence 89°59' to the right in a Northwesterly direction along the Northeasterly right of way line of U.S. Highway No. 280 a distance of 73.20 feet to a point; thence 90°01' to the right in a Northeasterly direction a distance of 133.51 feet to the point of beginning.

Containing 11,142.02 square feet or 0.256 acres.

Less and Except: That portion of the above described parcel subject to a Joint Use Agreement between Higginbotham Oil Co., Inc. and Shoney's, Inc. D/B/A Captain D's Restaurant and more particularly described as follows:

A part of the N.W. 1/4 of the S.E. 1/4 of Section 36, Township 18 South, Range 2 West, being more particularly described as follows:

Commence at the Northwest corner of said 1/4-1/4 section and run Easterly along the North line of said 1/4-1/4 section a distance of 523.21 feet to the point of beginning; thence continue along last stated course a distance of 33.69 feet to a point; thence 117°04' to the right in a Southwesterly direction a distance of 170.91 feet to a point on the Northeasterly Right-of-Way line of U.S. Highway No. 280; thence 89°59' to the right in a Northwesterly direction along said Right-of-Way line a distance of 30.0 feet to a point; thence 90°01' to the right in a Northeasterly direction a distance of 155.59 feet to the point of beginning.

Containing 4,897.48 square feet or 0.112 acres.

PARCEL II

Commence at the Northwest corner of the N.W. 1/4 of the S.E. 1/4 of Section 36, Township 18 South, Range 2 West and run in an Easterly direction along the Northerly line of said 1/4-1/4 section a distance of 305.42 feet to the point of beginning; thence continue along the last stated course a distance of 169.28 feet to a point; thence 117°04' to the right in a Southwesterly direction a distance of 133.51 feet to a point on the Northeasterly right of way line of U.S. Highway No. 280; said point lying on a curve to the right having a central angle of 1°31'58" and a radius of 5639.58 feet; thence 89°59' to the right (angle measured to tangent) and run along the arc of said curve to the right and along said right of way line for a distance of 150.86 feet to a point; thence 88°29'02" to the right (angle measured to tangent) in a Northwesterly direction a distance of 54.60 feet to the point of beginning.

Containing 14,260.40 square feet or 0.327 acres.

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