

This instrument prepared by:  
Bobby C. Underwood  
Bradley, Arant, Rose & White  
1400 Park Place Tower  
Birmingham, Alabama 35203

Send tax notices to:  
Cook Publications, Inc.  
P. O. Box 10567  
Birmingham, AL 35202

STATE OF ALABAMA )

SHELBY COUNTY )

**MEMORANDUM OF LEASE**

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration, A. Philip Cook, Jr., a married man (hereinafter called "Landlord") whose address is 3309 Dell Road, Birmingham, AL 35223, hereby leases to, and has leased to, Cook Publications, Inc., an Alabama corporation (hereinafter called "Tenant"), whose address is P. O. Box 10567, Birmingham, Alabama 35202, all that certain property (the "Premises") located in Shelby County, Alabama, which is more particularly described on Exhibit A attached hereto and incorporated herein by reference.

This Memorandum of Lease is subject to all of the conditions, terms and provisions of that certain Lease Agreement (the "Lease") dated as of December 1, 1995, between Landlord and Tenant, which Lease is by this reference incorporated as a part hereof to the same extent as if all of the provisions thereof were copied in full herein.

The term of the Lease is five (5) years, commencing December 1, 1995, and ending November 30, 2000, as more particularly provided in the Lease.

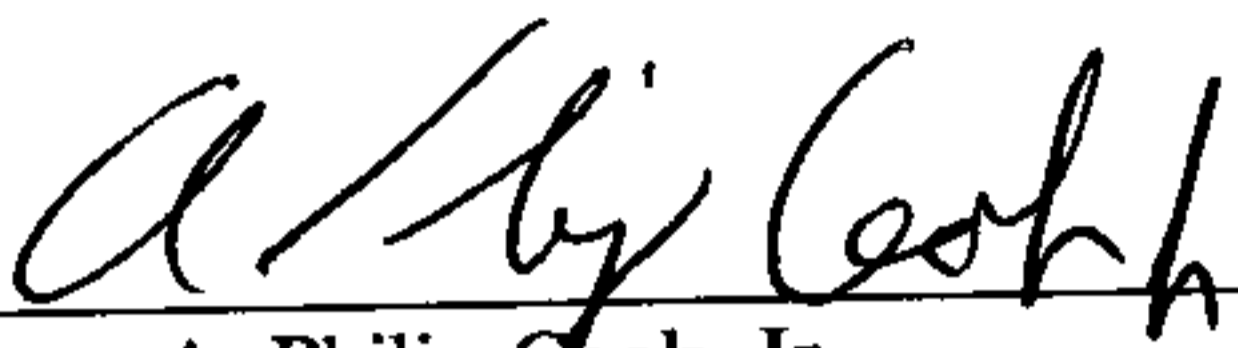
It is understood that the Lease constitutes the complete agreement between Landlord and Tenant and that this Memorandum of Lease constitutes a summary and memorandum of the Lease only, is intended solely for purposes of recording and public notice, and is not intended to supersede or modify the terms of the Lease. The capitalized terms used in this Memorandum of Lease and not otherwise defined herein shall have the meanings defined in the Lease.

This Memorandum of Lease may be executed in counterparts, all of which together shall constitute one agreement binding on the parties hereto, notwithstanding that all parties are not signatories to the original or to the same counterpart.

07/09/1996-22076  
02:10 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MCD 13.50


IN WITNESS WHEREOF, Landlord has executed this Memorandum of Lease and Tenant has caused this Memorandum of Lease to be executed by its duly authorized representative, all as of the 1st day of December, 1995.

LESSOR:

  
A. Philip Cook, Jr.

LESSEE:

COOK PUBLICATIONS, INC.

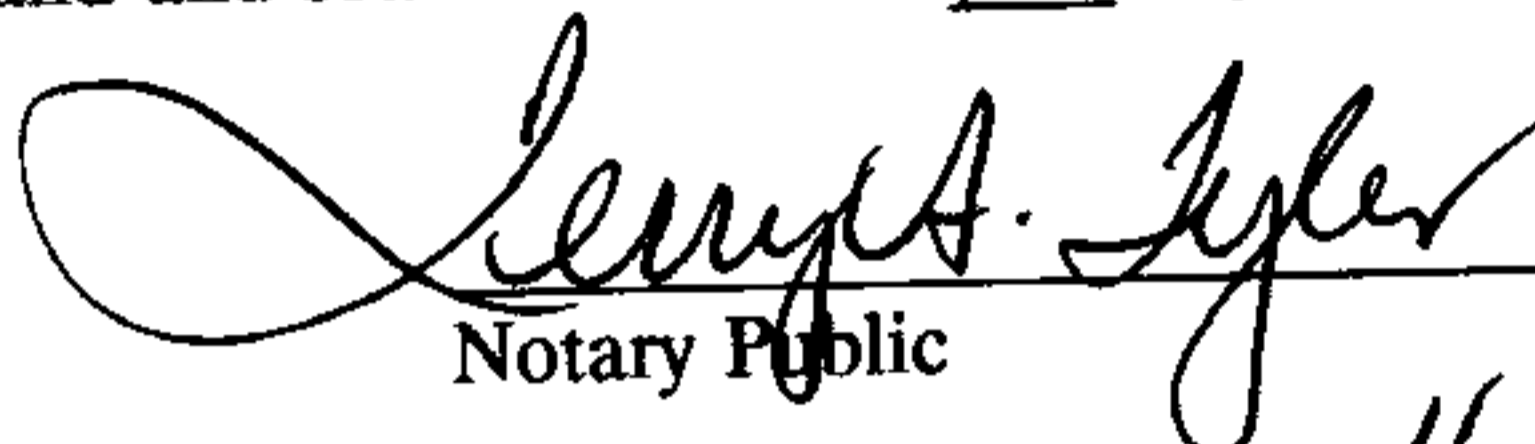
By:   
Printed Name: A. Philip Cook, Jr.  
Its: President

[See next page for Acknowledgements]

STATE OF ALABAMA )  
:  
JEFFERSON COUNTY )

I, the undersigned, hereby certify that A. Philip Cook, Jr., 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 Memorandum of Lease, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 4th day of December, 1995.

  
Notary Public

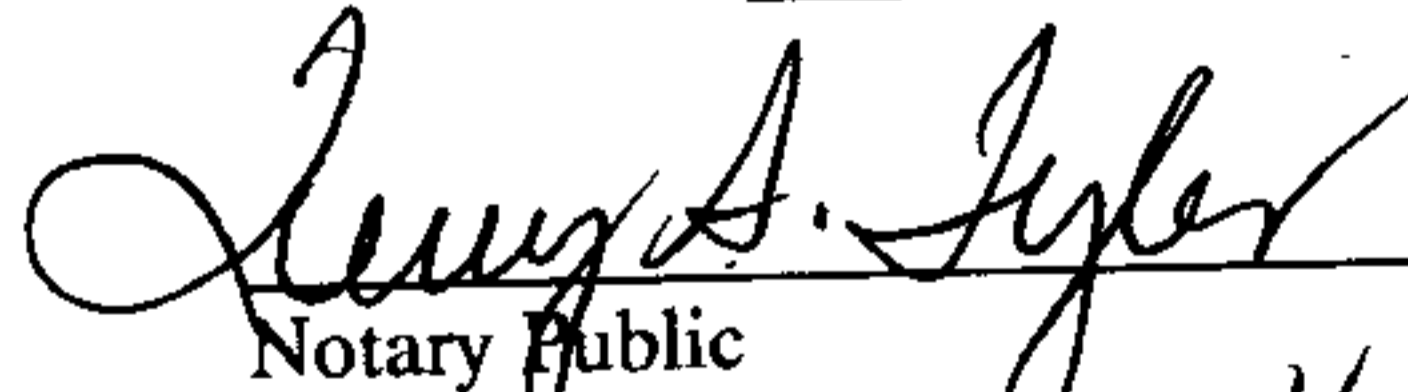
[NOTARIAL SEAL]

My commission expires: 4-4-98

STATE OF ALABAMA )  
:  
JEFFERSON COUNTY )

I, the undersigned, a notary public in and for said county in said state, hereby certify that A. Philip Cook, Jr., whose name as President of Cook Publications, 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 instrument, 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 seal of office this 4th day of December, 1995.

  
Notary Public

[NOTARIAL SEAL]

My commission expires: 4-4-98

Inst # 1996-22076