

This instrument prepared by:

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Birmingham, Alabama 35203  
(205) 251-3000

### MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE entered into as of the 10<sup>th</sup> day of May, 1996 by and between MARRAY-CONCOURSE 800, INC., an Alabama corporation, ("Landlord") and TV ALABAMA INC., a Delaware corporation ("Tenant").

Landlord and Tenant mutually desire to execute this Memorandum of Lease containing the following terms in order to provide notice under the recording statutes of the State of Alabama:

1. The name of the Lessor is MARRAY-CONCOURSE 800, INC., an Alabama corporation.
2. The name of the Lessee is TV ALABAMA INC., a Delaware corporation.
3. The specific legal description of the realty upon which the leased premises (the "Premises") are located is set forth in Exhibit A attached hereto and made a part hereof.
4. The term of the Lease commences on the 10th day of May, 1996 for that certain portion of the Premises described on Exhibit B attached hereto and made a part hereof, and the term of the Lease commences on the 3rd day of June, 1996 for that certain portion of the Premises described on Exhibit C attached hereto and made a part hereof. The Lease for the Premises expires at twelve o'clock midnight on the 30th day of September, 2006.
5. The Lease provides that Tenant may extend the Lease for two (2) extended terms of five (5) years each so that the Lease could continue through September 3, 2016.
6. Landlord agrees that, during the Lease Term, it shall not enter into any new lease for space in the Office building without first offering to lease such space to Tenant. It is expressly understood and agreed that this right of first offer is subject and subordinate to the rights of all tenants in possession of such space as of the commencement date of the Lease. Landlord shall make such offer (the "Offer") in writing which, if accepted by Tenant, would constitute a legally binding lease. The Offer shall contain a description of the premises, rental rates and structure, tenant allowance, expansion, renewal and termination rights, and other significant terms, if any, to the extent they vary from those hereof. Tenant shall thereafter have ten (10) business days in

which to either accept or reject the Offer, and if the Offer is accepted, such lease will be deemed to be pursuant to the terms and conditions of the Lease, except where the terms set out in the Offer conflict herewith (in which event the terms of the Offer shall control). If Tenant fails to accept the Offer and exercise such right to lease the Offer premises, Landlord may proceed to lease such space to any entity without Tenant's consent, provided such lease is on terms which, on the whole, are not more favorable to such entity than the lease described in the Offer.

7. Pursuant to the provision of Section 9.3 of the Lease, Tenant may install Satellite Dishes in the Equipment Yard, as shown on Exhibit "B" attached hereto, and on the roof of the Building.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Lease to be executed by their duly authorized officers as of the date hereinabove set forth.

LANDLORD:  
MARRAY-CONCOURSE 800, INC.  
an Alabama Corporation

By: Raymond J. Haden  
Its: President

Attest:

Its: Secretary

TENANT:  
TV ALABAMA, INC.  
a Delaware Corporation

By: Forrest Heilman  
Its: President

Attest:

Its: Administrative Asst.

State of Alabama )

Shelby County )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that RAYMOND J. HARRIS whose name as PRESIDENT of **MarRay-Concourse 800 Inc.**, an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing 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 official seal this, the 26<sup>th</sup> day of August, 1996.



Notary Public

My commission expires: 2/25/97

State of Alabama )

\_\_\_\_\_ County )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jerry Heilman whose name as President & G.M. of **TV Alabama Inc.**, a Delaware corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing 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 official seal this, the 27<sup>th</sup> day of August, 1996.



Notary Public

My commission expires: 10/7/96

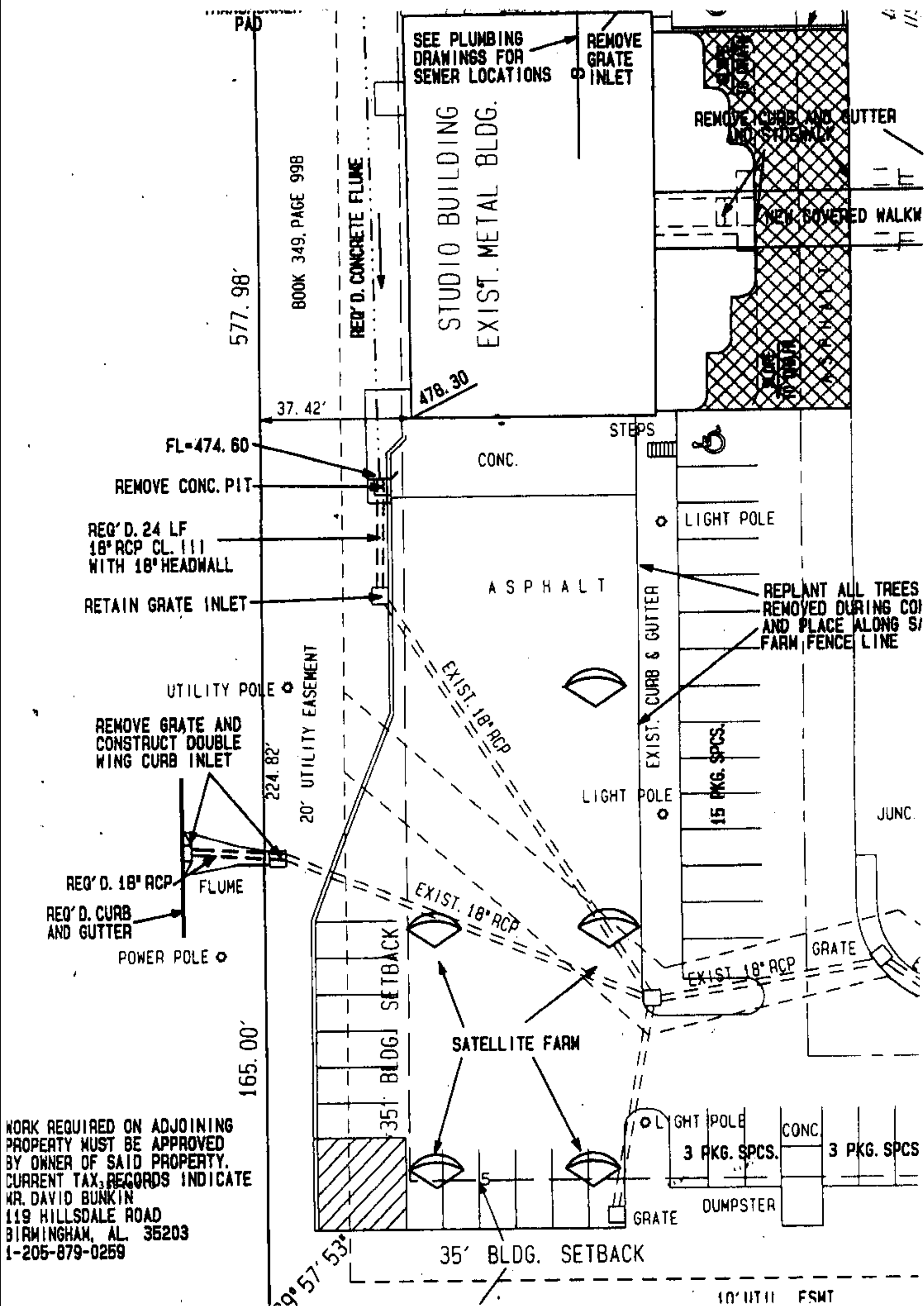
## **EXHIBIT A**

Lot 3-A, according to a Resurvey of an Amendment to The Concourse at Riverchase as recorded in Map Book 14 page 120 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama. Mineral and mining rights excepted.

Together with ingress and egress over and across that certain road described in the Declaration of Easement recorded in Real 332 page 637 in said Probate Office.

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V. 1. 1.



## EXHIBIT C

That certain portion of the Premises described in the Lease as the second floor of a two-story office building known as Concourse 800 located at 800 Concourse Parkway, in the City of Hoover, Alabama (the "Office Premises").

Inst # 1996-29892

09/10/1996-29892  
04:44 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
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