

STATE OF ALABAMA)

SHELBY COUNTY)

MEMORANDUM OF LEASE

This Memorandum of Lease is made by and between **JAMES F. DONOVAN and DOROTHY H. DONOVAN**, husband and wife (hereinafter collectively "Landlord") and **ELI'S, INC.**, an Alabama corporation (hereinafter "Tenant") dated the 10th day of May, 1996, and is intended to comply with Alabama Code Section 35-4-51.1.

Inst # 1996-32295

RECITALS:

- A. Landlord and Tenant entered into a Lease Agreement dated as of **January 1, 1996** (the "Lease") with respect to certain property situated in Shelby County, Alabama, more particularly described in **Exhibit A** (the "Leased Premises");
- B. Landlord and Tenant desire to enter into this Memorandum of Lease for the purpose of giving public notice of the existence of the Lease.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, all as more particularly set forth in the Lease, the receipt, sufficiency and adequacy of which are hereby acknowledged, Landlord and Tenant, each intending to be legally bound, do hereby consent and agree as follows:

1. Subject in all respects to the terms and conditions contained in the Lease, Landlord has leased to Tenant, and Tenant has rented from Landlord, the Leased Premises, for an initial term of five (5) years from the Effective Date, as defined in the Lease, and ending on December 31, 2000.

2. Landlord has granted to Tenant nine (9) consecutive five (5) year options to extend the term of the Lease.

3. As more fully set forth in the Lease, the addresses of Landlord and Tenant for the purposes of notices, payments and other communications required or permitted thereunder are as follows:

Landlord at: James F. and Dorothy H. Donovan
3105 Starview Circle
Birmingham, Alabama 35243

Tenant at: Eli's, Inc.
5301 Highway 280 South
Birmingham, Alabama 35242
Attn: Eli T. Stevens

4. The Leased Premises under the Lease are more particularly described on **Exhibit A** attached hereto and incorporated herein by reference.

5. All of the terms, provisions, covenants and agreements contained in the Lease are incorporated herein by reference in the same manner and to the same extent as if all of such terms, provisions, covenants and agreements were expressly set forth herein and nothing contained in this Memorandum shall be deemed, construed, or implied to alter, modify or amend in any manner whatsoever any of the terms, provisions, covenants or agreements contained in the Lease.

6. Landlord and Tenant acknowledge that the information contained herein is true and correct and that they intend to place this Memorandum of record for the purpose of giving public notice of the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Lease to be executed as of the day and year first above written.

LANDLORD:

James F. Donovan
James F. Donovan

Dorothy H. Donovan
Dorothy H. Donovan

TENANT:

ELI'S, INC., an Alabama corporation

By: Eli T. Stevens
Eli T. Stevens, President

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James F. Donovan and Dorothy H. Donovan, husband and wife, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand this 10th day of May, 1996.

Barbara Whitsett
Notary Public
My Commission Expires:

Barbara Whitsett, Notary Public Alabama, State at Large My Commission Expires October 24, 1998

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Eli T. Stevens, as President of Eli's, 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, in his capacity 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 this the 20th day of Sept ~~May~~, 1996.

William C. Spauld
Notary Public
My Commission Expires:

WILLIAM C. SPAULD My Commission Expires October 24, 1998

EXHIBIT A TO GROUND LEASE

LEGAL DESCRIPTION

Commence at the Southeast corner of Section 31, Township 18 South, Range 1 West, thence run North along the East line of said Section a distance of 1663.70 feet; thence turn an angle of 90 deg. 18 min. 08 sec. to the left and run a distance of 533.53 feet to the point of beginning; thence continue in the same direction a distance of 265.53 feet; thence turn an angle of 90 deg. 00 min. to the left and run a distance of 271.52 feet to the North right of way line of U.S. Highway 280; thence turn an angle of 96 deg. 52 min. to the left and run along said Highway right of way a distance of 267.45 feet; thence turn an angle of 83 deg. 08 min. to the left and run a distance of 239.54 feet to the point of beginning. Situated in the NE 1/4 of the SE 1/4 of Section 31, Township 18 South, Range 1 West, Huntsville Meridian, Shelby County, Alabama; being situated in Shelby County, Alabama.

LESS AND EXCEPT that portion of the property leased to Peak, Inc. d/b/a/ Express Oil more particularly described as follows:

Commence at the Southeast corner of Section 31, Township 18 South, Range 1 West; thence run North along the East line of said Section a Distance of 1663.70 feet; thence turn left 90 deg. 18. min. 08 sec. and run West 533.53 feet; thence turn left 90 deg. 00 min. 00 sec. and run South 239.54 feet; thence turn 83 deg. 08 min. 00 sec. right and run Westerly along the North Right of Way line of U.S. Highway 280 24.75 feet to the Point of Beginning; thence continue Westerly 120.00 feet; thence turn 96 deg. 52 min. 00 sec. right and run North 256.70 feet; thence turn 90 deg. 00 min. 00 sec. right and run Easterly 119.14 feet; thence turn 90 deg. 00 min. 00 sec. right and run South 242.35 feet to the Point of Beginning.

Subject to easements and restrictions of record and 16' road easement to Ingram property on east side of property owned by Donovans, see attached Schedule A-1 for survey showing 16' road easement. Lease to Eli's, Inc. includes all property owned by the Donovans at this location except that portion leased to Peak, Inc. and subject to the aforementioned easements and restrictions.

Inst # 1996-32295

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09:47 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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