

MEMORANDUM OF LEASE

KNOW ALL MEN BY THESE PRESENTS:

That MCWHORTER PROPERTIES--HOOVER, L.L.C., as Landlord, in consideration of One (\$1.00) Dollar and other valuable considerations, hereby demise, lease and let unto LOWE'S HOME CENTERS, INC., a North Carolina Corporation, as Tenant, the premises located on the NE Quadrant of I-65 and Valleydale Road, Hoover, County of Shelby, Alabama, said premises being more specifically described on Exhibit A attached hereto and made a part hereof.

Landlord shall not lease or allow, directly or indirectly, the use or occupancy of any space other than Tenant's in the Demised Premises as follows:

- (a) Hardware store over 5,000 leasable square feet;
- (b) Appliance and/or home electronics store over 3,000 square feet;
- (c) Any lawn and garden center over 3,000 leasable square feet;
- (d) Any paint and/or decor center over 5,000 leasable square feet;
- (e) A retail and/or warehouse home improvement center, lumber yard, building materials supply center, similar to those now operated by Lowe's, Home Depot, Home Owner's Warehouse, Home Quarters, Hechinger's, Builder's Square, 84 Lumber, Wickes, Hughes Lumber, McCoys, Menard's, Sears Hardware, Sutherlands, and Payless Cashways.

The term of the Lease shall be for a prime term of twenty (20) years with six (6) renewal periods of five (5) years each, provided Tenant is not in default. The initial term of this Lease is to commence upon the delivery of possession by Landlord to Tenant of the improvements to be constructed on the premises demised pursuant to this Lease plus sixty (60) days. The parties hereto agree to execute and record an additional memorandum establishing the actual date of commencement of the original twenty (20) year term and termination of this Lease. Said Lease contains a right of first offer with respect to any proposed complete assignment of the Lease or sale of the premises.

This Memorandum of Lease is subject to all conditions, terms and provisions of the Lease agreement between the parties dated OCTOBER 30, 1997, which agreement is hereby adopted and made a part hereof by reference to the same in the same manner as if all the provisions thereof were copied herein in full.

IN WITNESS WHEREOF, the parties have executed this agreement as of the 30th day of OCTOBER, 1997.

MCWHORTER PROPERTIES--HOOVER, L.L.C.

By: Earlton C. McWhorter  
Earlton C. McWhorter

ATTEST:

Kevin D. Bennett  
Kevin D. Bennett  
Assistant Secretary

LOWE'S HOME CENTERS, INC.

By: David E. Shelton  
David E. Shelton  
Senior Vice President

SC18  
KDB  
CHS

(CORPORATE SEAL)

12/18/1997-41065  
08:57 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MCD 12677.00

Alabama Title

99014-2661 # 1997-41065

STATE OF ALABAMA  
COUNTY OF Calhoun

I, Nancy J. Davis, hereby certify that EARLON C. MCWHORTER, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 29 day of October, 1997..

My commission expires: MY COMMISSION EXPIRES: 9-24-99

[Signature]  
Notary Public

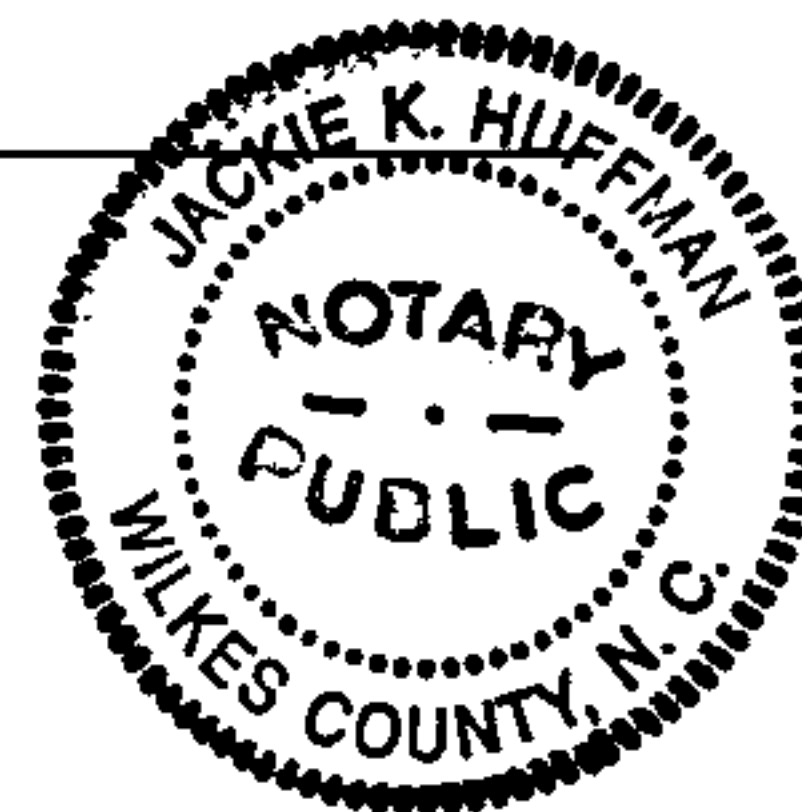
STATE OF NORTH CAROLINA  
COUNTY OF WILKES

I, Jackie K. Huffman, a Notary Public in and for said County in said State, hereby certify that David E. Shelton whose name as Senior Vice President of LOWE'S HOME CENTERS, INC., a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, 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 30th day of October, 1997.

My commission expires: 3/25/2001

Jackie K. Huffman  
Notary Public



THIS INSTRUMENT PREPARED BY  
AND WHEN RECORDED RETURN TO:  
Kevin D. Bennett  
Lowe's Companies, Inc.  
Attn.: Legal Department  
Box 1111  
(1203 School Street, Wilkesboro, NC 28697)  
North Wilkesboro, NC 28656

## **EXHIBIT "A"**

A tract of land in Sections 20 and 29, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: Begin at the NE corner of NW 1/4 of the NW 1/4 of said Section 29 and run Southerly along the East line of said 1/4 1/4 Section a distance of 355.26 feet to a point on the Northwest right of way line of Valleydale Road; thence turn 56 deg. 21 min. 06 sec. right and run Southwesterly along said right of way line 330.40 feet; thence turn 35 deg. 56 min. 44 sec. right and run Westerly 478.15 feet; thence turn 71 deg. 49 min. 38 sec. right and run Northwesterly 295.80 feet; thence turn 15 deg. 53 min. 15 sec. right and run Northerly 251.18 feet; thence turn 16 deg. 31 min. 05 sec. right and run Northeasterly 333.60 feet; thence turn 73 deg. 31 sec. 48 sec. right and run Easterly 738.03 feet; thence turn 89 deg. 56 min. 03 sec. right and run 337.80 feet to the point of beginning; being situated in Shelby County, Alabama.

Mineral and mining rights excepted.

Inst # 1997-41065

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