

This instrument prepared by:  
Charles A. J. Beavers, Jr.  
Bradley, Arant, Rose & White LLP  
2001 Park Place, Suite 1400  
Birmingham, Alabama 35203-2736

STATE OF ALABAMA )

JEFFERSON COUNTY )

**MEMORANDUM OF LEASE**

Inst # 1998-36902

09/21/1998-36902  
04:20 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 SNA 5027.50

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration, Wyatt R. Haskell (hereinafter "Lessor") whose address is STE 1200 Am South HARBERT PLAZA, hereby leases to, and has leased to, Community Bio-Resources, Inc., a Michigan corporation, (hereinafter "Lessee"), whose address is 1200 Parkdale Road, Rochester, Michigan 48307-1744, all that certain property (the "Premises") located in Jefferson 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 the 18<sup>th</sup> day of SEPTEMBER, 1998, between Lessor and Lessee, which Lease is by this reference incorporated as a part hereof to the same extent as if all of the provisions thereof were included in full herein.

The term of the Lease extends through June 30, 2018, unless sooner terminated as provided therein, and begins effective July 1, 1998, as more particularly provided in the Lease. Lessee also has the option to extend the Lease for two (2) additional terms of five (5) years each.

The Lease includes a First Right to Negotiate the purchase of the Premises, in favor of Lessee, prior to the sale of the Premises by Lessor.

It is understood that the Lease constitutes the complete agreement between the Lessor and the Lessee 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 will 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.

IN WITNESS WHEREOF, Lessor and Lessee have caused this instrument to be executed by their duly authorized representatives as of the 18<sup>th</sup> day of SEPTEMBER, 1998.

LESSOR:

Wyatt R. Haskell  
Wyatt R. Haskell  
Its \_\_\_\_\_

LESSEE:

COMMUNITY BIO-RESOURCES, INC.

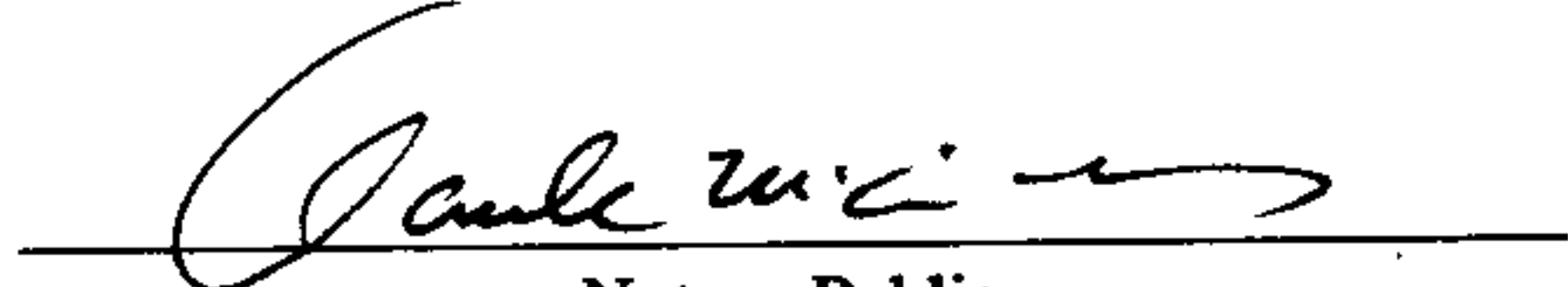
By: Martin J. Murray  
Its: EXECUTIVE VICE PRESIDENT

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned, a notary public in and for said county in said state, hereby certify that Wyatt R. Haskell, whose name 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 said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 18<sup>th</sup> day of September, 1998.

  
Notary Public

[NOTARIAL SEAL]

My commission expires: 12/28/99

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned, a notary public in and for said county in said state, hereby certify that MARTIN J. MURRAY, whose name as EXEC VICE-PRES of Community Bio-Resources, Inc., a Michigan 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 said 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 18<sup>th</sup> day of September, 1998.

  
Notary Public

[NOTARIAL SEAL]

My commission expires: Aug '99

**EXHIBIT A**  
**Legal Description of the Premises**

Part of the South Quarter of Section 19, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

From the Southeast corner of said Section 19, run in a Westerly direction along the South line of said section for a distance of 3,471.23 feet; thence turn an angle to the right of 90° and run in a Northerly direction for a distance of 364.58 feet to an existing iron pin being a corner of the Baptist Medical Center Property; thence turn an angle to the right of 77°37'30" and run in an Easterly direction along the South line of said Baptist Medical Center Property for a distance of 1,092.06 feet to an existing iron pin begin on the West right-of-way line of Riverchase Parkway East and being the point of beginning; thence turn an angle to the right of 180° and run in a Westerly direction for a distance of 300.38 feet to an existing iron pin; thence turn an angle to the left of 95°03'02" and run in a Southerly direction for a distance of 436.17 feet to an existing iron pin being on the Northwest right-of-way line of Parkway Lake Drive; thence turn an angle to the left (108°58'25" to chord line) and run along the arc of the curved right-of-way line of Parkway Lake Drive (said curve being concave in a Northwesterly direction and having a central angle of 30°30' and a radius of 570.00 feet) for a distance of 303.43 feet to the end of said curved right-of-way line; thence run in a Northeasterly direction along a line tangent to the end of said curve and being the Northwest right-of-way line of Parkway Lake Drive for a distance of 133.99 feet to a point of curve; said curve being concave in a Westerly direction and having a radius of 25.00 feet and a central angle of 90°; thence turn an angle to the left and run along the arc of said curve for a distance of 39.27 feet to the end of said curve and being on the West right-of-way line of Riverchase Parkway East; thence run in a Northwesterly direction along a line tangent to the end of said curve and being the West right-of-way line of Riverchase Parkway East for a distance of 31.17 feet to another point of curve; said curve being concave in a Northeasterly direction and having a central angle of 17°23'42" and a measured radius of 646.25 feet; thence turn an angle to the right and run in a Northwesterly direction along the West right-of-way line of said Riverchase Parkway East for a distance of 196.20 feet, more or less, to the point of beginning.

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