

MEMORANDUM OF LEASE

This Memorandum of Lease, dated the 30th day of March, 1999 is by and between Southmark Properties, L.L.C., an Alabama limited liability company, Interstate Restaurant Investors, an Alabama limited liability partnership, and Frank C. Ellis, Jr. (LANDLORD) and GMRI, Inc., a Florida corporation, ("TENANT").

RECITALS:

A. On December 3, 1998, LANDLORD and TENANT entered into a written lease agreement ("LEASE") for certain premises situated in the City of Birmingham, County of Shelby, and State of Alabama, as more particularly set forth in the LEASE and described on the attached Exhibit "A"; and

B. The parties desire to place their interests in the LEASE as a matter of record.

NOW, THEREFORE, the parties represent as follows:

1. The term of the LEASE will be Fifteen (15) Lease Years, as defined in the LEASE, commencing on the COMMENCEMENT DATE as determined in accordance with its terms.

2. In conjunction with such leasing, LANDLORD has granted to TENANT certain easement rights over the properties described on the attached Exhibit "A-1", which rights include, easements for ingress, egress, parking and use of the detention pond.

3. RESTRICTIVE COVENANTS. a) During the term of this Lease and all extensions of the term, any building constructed on the property adjacent to the PREMISES, as further shown crosshatched on the attached Exhibit "A-1" ("Restricted Property") shall not exceed 7,000 sq. ft. in size and may be used, subject to applicable zoning laws for the following uses: Businesses engaged in the sale of the following products and services: drugs; shoes, clothing; electronics, videos, cameras; jewelry, arts, crafts; barber, beauty personal care shops; furniture, paint, hardware, accessories; office equipment, supplies, communications, reproductions; dry cleaner pick up station (provided no actual dry cleaning activity actually occurs on the Restricted Property); financial and/or institutional services. The Restricted Property shall initially be used for the operation of a Kinko's technical and business support service center including but not limited to the following services: mounting, laminating, facsimile services, computer based training, mail, packaging and shipping services, overnight courier services, word

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processing, typing services, passport photos, film processing and printing of pictures as well as the right to sell office supplies, stationery and greeting cards, installation of ATM machines and/or debit credit machines or terminals, espresso/cappuccino/coffee sales.. All other uses are subject to the prior written approval of GMRI, not to be unreasonably withheld, provided the proposed use in GMRI's discretion, reasonably and timely exercised, shall not interfere with the operation or enjoyment of TENANT's outside deck area or result in insufficient parking on the Restricted Property. GMRI may withhold its approval in any change in use on the Restricted Property to a noxious use more particularly described as businesses (i) typically utilizing hazardous materials such as gas stations, dry cleaners, paint stores, oil change/lube centers, auto repair center or similar businesses; (ii) any use which is pornographic in nature such as adult bookstores, massage parlors or adult theaters; and/or (iii) any use which is a high intensity parking user such as restaurants, dancehalls, night clubs, cocktail lounges or similar businesses.

TENANT may record this restriction against the Restricted Property in the Memorandum of Lease contemplated in Paragraph 5F of this Lease.

b) During the term of this Lease and all extensions of the term, and provided a Logan's Roadhouse is being operated on property located adjacent to the Premises, TENANT shall not use the PREMISES for a "steakhouse or roadhouse" concept without LANDLORD's prior written consent. Steakhouse or roadhouse concept shall mean a restaurant which specializes in steaks and serves alcoholic beverages by the drink, including but not limited to Logans Roadhouse, Outback Steakhouse, Texas Roadhouse, Long Horn Steaks, Roadhouse Grill, as they now conduct their business operations.

c) During the term of this Lease and all extensions of the term, and provided a Kinko's is being operated on the Restricted Property, TENANT shall not use the PREMISES for a Kinko's or business which performs the following services: color and black and white copying, printing, digital printing, binding, blueprinting, video conferencing, on site computer rentals including desktop publishing and internet access.

4. TENANT has the option to renew the LEASE for three (3) additional period(s) of Five (5) Lease Years each.

5. LANDLORD has granted to TENANT a right of first refusal with respect to the purchase of the PREMISES.

Signatures on the following page.

LANDLORD and TENANT have signed this Memorandum of Lease as of the day and year first above written.

Witnesses:

Monique Tinney
Monique Tinney
Printed Name:

Printed Name:

SOUTHMARK PROPERTIES, L.L.C.
(LANDLORD)

By: [Signature]
Printed Name: James A. Bruno
Title: MANAGER

Witnesses:

Monique Tinney
Monique Tinney
Printed Name:

Printed Name:

INTERSTATE RESTAURANT
INVESTORS
(LANDLORD)

By: [Signature]
Printed Name: John M. Gleeves
Title: Partner

Witnesses:

Paula Head
Printed Name: Paula Head

Printed Name:

(LANDLORD)

[Signature]
Frank C. Ellis, Jr.

Witnesses:

[Signature]
Printed Name: Susan Travers

[Signature]
Printed Name: Beth M. Tanner

GMRI, INC.
(TENANT)

By: [Signature]
James D. Smith
Senior Vice President

Signature page to Memorandum of Lease
by and between Southmark Properties, L.L.C.,
Interstate Restaurant Investors, Frank C. Ellis
and GMRI, Inc.
Birmingham, AL/98B164

STATE OF Alabama
COUNTY OF Jefferson

I hereby certify that before me personally appeared James Bruno, to me well known and known to me to be the Manager of Southmark Properties, L.L.C. or who has produced (personally known to me) (type of identification) as identification and he did acknowledge before me that the instrument is the free act and deed by him for the purposes therein expressed.

Witness my hand and official seal this 30th day of March, 1999.

SA [Signature] (Signature of Person Taking Acknowledgment)

Steven A. Brickman (Name of Acknowledger Typed, Printed or Stamped)

Notary Public (Title or Rank)

MY COM. EXPIRES MAY 17, 2002 (Serial Number, if any) (NOTARY'S SEAL)

I hereby certify that before me personally appeared John McBeary, to me well known and known to me to be the Partner of Interstate Restaurant Investors or who has produced (personally known to me) (type of identification) as identification and he did acknowledge before me that the instrument is the free act and deed by him for the purposes therein expressed.

Witness my hand and official seal this 30th day of March, 1999.

[Signature] (Signature of Person Taking Acknowledgment)

Steven A. Brickman (Name of Acknowledger Typed, Printed or Stamped)

Notary Public (Title or Rank)

MY COMMISSION EXPIRES MAY 17, 2002 (Serial Number, if any) (NOTARY'S SEAL)

STATE OF Alabama
COUNTY OF Shelby

I hereby certify that before me personally appeared Frank C. Ellis, Jr. to me well known and who has produced (personally known to me) (type of identification) as identification and he did acknowledge before me that the instrument is the free act and deed by him for the purposes therein expressed.

Witness my hand and official seal this 29th day of March, 1999.

Paula Head (Signature of Person Taking Acknowledgment)

Paula Head (Name of Acknowledger Typed, Printed or Stamped)

Notary Public (Title or Rank)

commission expires 01-19-2000 (Serial Number, if any) (NOTARY'S SEAL)

STATE OF FLORIDA
COUNTY OF ORANGE

I hereby certify that before me personally appeared James D. Smith, to me well known and known to me to be the Senior Vice President of GMRI, Inc. and he did acknowledge before me that the instrument is the free act and deed by him for the purposes therein expressed.

Witness my hand and official seal this 8th day of March, 1999.

Donna Wickman (Signature of Person Taking Acknowledgment)

Donna Wickman (Name of Acknowledger Typed, Printed or Stamped)

Notary Public (Title or Rank)

CC 559520 (Serial Number, if any) (NOTARY'S SEAL)



EXHIBIT "A"

Legal Description

**Lot 2-A, according to the Map of Resource Center, recorded at Map Book 24, Page 118,
being a part of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 36, Township 18 South, Range 2 West,
Shelby County, Alabama; being situated in Shelby County, Alabama.**

