

CORRECTIVE
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 demises, leases and lets 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, or building materials supply center similar to those now operated by Lowe's, Home Depot, Home Owner's Warehouse, Home Quarter's, 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 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.

✓
FIRST AMERICAN TITLE INS. CO.
ORDER CENTRAL AL / MS
ATTN: J ALLEN MIZE
300 OFFICE PARK DRIVE STE 175
BIRMINGHAM, AL 35223

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

McWhorter Properties-Hoover, L.L.C., an Alabama limited liability company

BY: Earlon C. McWhorter
Earlon C. McWhorter, its Manager

STATE OF ALABAMA
COUNTY OF CALHOUN

I, the undersigned Notary Public in and for said County, in said State, hereby certify that **Earlon C. McWhorter**, as Manager of **McWhorter Properties - Hoover, L.L.C.**, an Alabama Limited Liability Company, 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 instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said Limited Liability Company, acting in his capacity as Manager as aforesaid.

Given under my hand and official seal, this 30th day of July, 2002.

[Signature]
Notary Public

My Commission Expires: _____

JAY F. PUMROY - Notary Public
STATE OF ALABAMA
My Commission Expires April 25, 2003.

ATTEST:

LOWE'S HOME CENTERS INC.

Kevin D. Bennett
Name: _____
Its: _____

David E. Shelton
Name: _____
Its: _____

Kevin D. Bennett
Assistant Secretary

David E. Shelton
Senior Vice President

(CORPORATE SEAL)

YEB
WCH

STATE OF NORTH CAROLINA

COUNTY OF WILKES

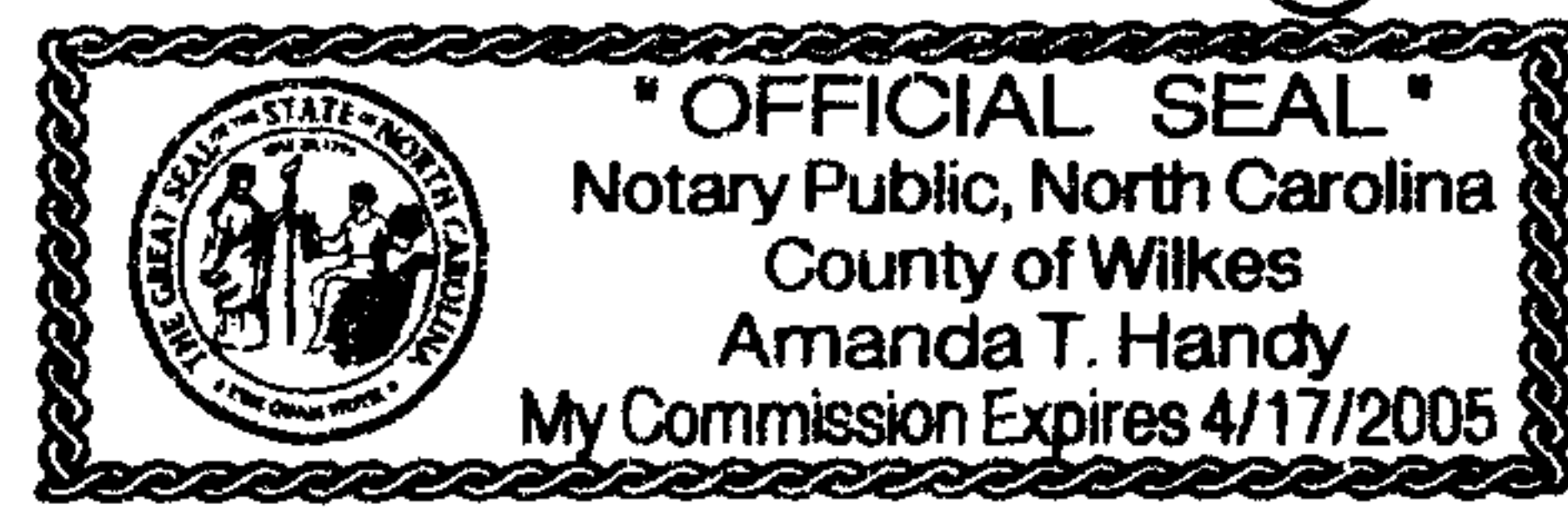
I, Amanda T. Handy, a Notary Public in and for said County in said State, hereby certify that David E. Shelton, whose name as Sr. Vice President of **LOWE'S HOME CENTERS, INC., a corporation**, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that being 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, on the day the same bears date.

Given under my hand and seal of office this 29th day of July, 2002.

My Commission Expires:

4-17-2005

Amanda T. Handy
Notary Public



THIS INSTRUMENT PREPARED BY:
Jay F. Pumroy, Esquire
Wilson, Pumroy, Turner & James, L.L.C.
P.O. Box 2333
Anniston, Alabama 36202
(256) 236-4222

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 Northeast corner of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 29 and run Southerly along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 201.41 feet; thence turn 40 deg. 05 min. 32 sec. left and run Southeasterly 128.89 feet to a point on the Northwest right of way line of Valleydale Road; thence turn 96 deg. 26 min. 38 sec. right and run Southwesterly along said right of way line 430.12 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 min. 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.

NOTE: THE ABOVE TRACT OR PARCEL IS ALSO KNOWN AS:

Lot 1, according to Lowes of Hoover Resurvey, as recorded in Map Book 25, Page 47, in the Office of the Judge of Probate of Shelby County, Alabama, being a Resurvey of Lot 1, according to the survey of Lowes of Hoover, as recorded in Map Book 23, Page 80, in said Probate Office.

This Memorandum of Lease is being rerecorded for the sole purpose of correcting the legal description of the Demised Premises as shown on Exhibit "A" to the Memorandum of Lease recorded as Inst.# 1997-41065 in the Probate Office of Shelby County, Alabama.