



### MEMORANDUM OF LEASE

Pursuant to Section 19.3 and R 14 of the Lease

This is a Memorandum of Lease for the Lease executed on **3/12/2004**, between **Subway Real Estate Corp.** a corporation organized under the laws of the State of Delaware, having its principal office at 325 Bic Drive, Milford, CT 06460, hereinafter called "the Tenant," and **Alabaster Retail Property, L.L.C.**, having its principal office at: **c/o Aronov Realty Management Inc., 3500 Eastern Blvd. Box 235000, Montgomery, AL 36123-5000** hereinafter called "the Landlord."

For the purpose of this document and/or the Lease, as well as any exhibits/schedules executed by the Landlord and Tenant, if applicable, the terms "Landlord" and "Lessor" or "Tenant" and "Lessee" as used shall be deemed synonymous.

The Landlord leases to the Tenant the premises as described in the Lease:

1. Premises:

Store Number: **27910** approximately: **1200** Square Feet.

Located at: **9200 Hwy 19, Ste 1000.**  
**Hwy 119, Alabaster, AL, 35007**

**Parcel # 26-6-142-001-001.004.**  
State of: **AL** County of: **SHELBY**

2. Term:

The Lease is for a term of **10 years** to commence on **7/9/2004** and terminate on **07/31/2014**.

3. Renewal (Option) Periods:

The Tenant shall have the right to renew this lease for: **None** option(s)

Within ten (10) days of the expiration or earlier termination of this lease, Tenant, upon Landlord's request, shall deliver to Landlord an executed Memorandum of Termination of Lease.

Landlord and Tenant agree that any conflict between the terms of the Master Lease and the provisions of this Memorandum of Lease shall be resolved in favor of this Memorandum of Lease.

Prepared by, and return to:  
Subway Real Estate Corp.  
R. Asper, Lease Recording  
325 Bic Drive ~ Milford, CT 06460  
800-888-4848, Ext. 1435

EXHIBIT "A-1"  
LEGAL DESCRIPTION OF  
SHOPPING CENTER AREA

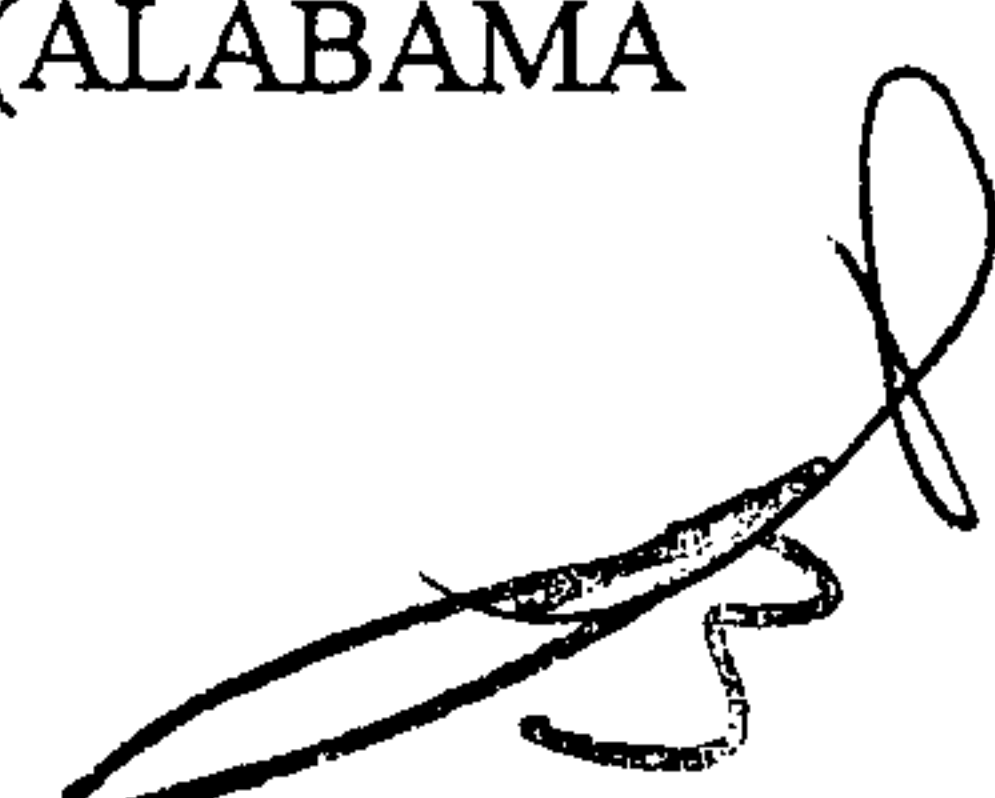
STATE OF ALABAMA  
SHELBY COUNTY

A parcel of land situated in the NW 1/4 of the NW 1/4 and the NE 1/4 of the NW 1/4 of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

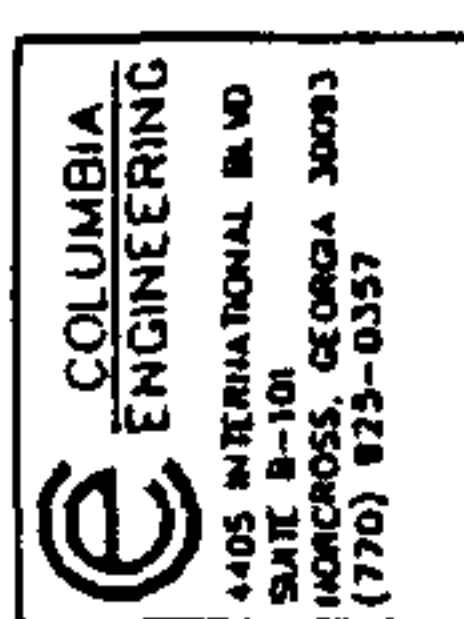
Commence at a 3" iron pipe found at the northwest corner of said Section 14; thence, run South 89°03'42" East along the north boundary of said Section 14 a distance of 1538.52 feet to a point on the southeast right-of-way of Alabama Highway No. 119 (variable right-of-way); thence, run South 25°20'17" West along said right-of-way a distance of 338.65 feet to the POINT OF BEGINNING; thence, depart said right-of-way and run South 64°29'29" East a distance of 252.23 feet; thence, run North 25°30'31" East a distance of 43.00 feet; thence, run South 64°29'29" East a distance of 162.19 feet; thence, run North 25°30'31" East a distance of 173.45 feet; thence, run North 08°58'33" West a distance of 19.25 feet; thence, run South 80°40'52" East a distance of 53.00 feet; thence, run South 25°30'31" West a distance of 121.10 feet; thence, run South 19°29'29" East a distance of 49.50 feet; thence, run South 64°29'29" East a distance of 65.50 feet; thence, run South 19°29'29" East a distance of 21.92 feet; thence, run South 25°30'31" West a distance of 91.50 feet; thence, run South 64°29'29" East a distance of 20.00 feet; thence, run South 25°30'31" West a distance of 56.90 feet; thence, run South 42°35'05" East a distance of 48.50 feet; thence, run South 64°29'29" East a distance of 95.65 feet; thence, run South 25°30'31" West a distance of 448.51 feet; thence, run North 85°10'00" West a distance of 253.49 feet; thence, run North 64°29'29" West a distance of 161.91 feet; thence, run South 70°30'31" West a distance of 33.92 feet; thence, run South 25°30'31" West a distance of 202.71 feet; thence, run South 14°58'05" East a distance of 58.42 feet to a point on the north right-of-way of Shelby County Road No. 26 (80-foot right-of-way); thence, run North 83°11'42" West along said right-of-way a distance of 82.27 feet; thence, depart said right-of-way and run North 25°30'31" East a distance of 373.53 feet; thence, run North 19°29'29" West a distance of 7.07 feet; thence, run North 64°29'29" West a distance of 241.38 feet to a point on the southeast right-of-way of said Alabama Highway No. 119; thence, run North 25°20'17" East along said right-of-way a distance of 124.09 feet; thence, run North 47°08'22" East along said right-of-way a distance of 26.93 feet; thence, run North 25°20'17" East along said right-of-way a distance of 175.00 feet; thence, run North 14°01'41" East along said right-of-way a distance of 152.97 feet; thence, run North 25°20'17" East along said right-of-way a distance of 73.98 feet to the POINT OF BEGINNING.

Said parcel contains 444,558 square feet (10.206 acres).

ALL BEARINGS DERIVED FROM STATE PLANE COORDINATES (ALABAMA WEST ZONE) GRID NORTH.







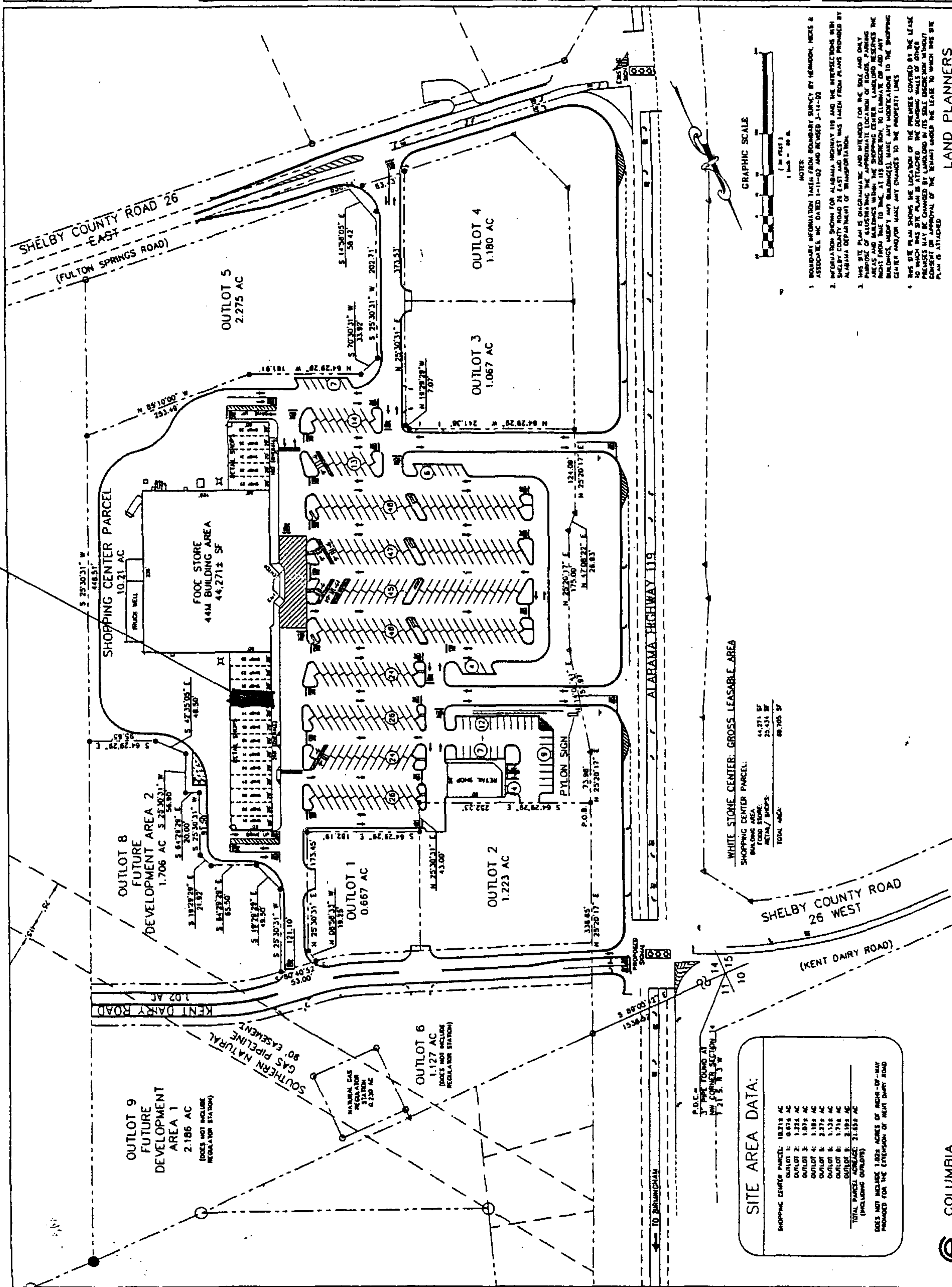
**COLUMBIA  
ENGINEERING**  
4405 INTERNATIONAL BLVD  
SUITE B-101  
MARIETTA, GEORGIA 30063  
(770) 825-0357

Project  
WHITE STONE CENTER  
ALABAMA HIGHWAY 119  
ALABASTER, ALABAMA  
Client  
ALABASTER RETAIL PROPERTY, LLC  
1500 EASTERN BOULEVARD  
MONTGOMERY, ALABAMA 36115

Project  
WHITE STONE CENTER  
ALABAMA HIGHWAY 119  
ALABASTER, ALABAMA  
Client  
ALABASTER RETAIL PROPERTY, LLC  
1500 EASTERN BOULEVARD  
MONTGOMERY, ALABAMA 36115

[illegible]

Drawing Title	EXHIBIT "A"						
	SITE PLAN						
Project No.	90-1000	Sheet No.	100	Date	10/10/80	Drawn By	JMB
Client	City of Chicago	Scale	AS SHOWN	Check	OK	Project Manager	EX-A

[illegible]

**SITE AREA DATA:**

SHOPPING CENTER PARCEL:	10,312 AC
OUTLOT 1:	0,674 AC
OUTLOT 2:	1,224 AC
OUTLOT 3:	1,074 AC
OUTLOT 4:	1,184 AC
OUTLOT 5:	2,274 AC
OUTLOT 6:	1,134 AC
OUTLOT 7:	1,714 AC
OUTLOT 8:	1,124 AC
<b>TOTAL PARCEL ACRES:</b>	<b>21,182 AC</b>
<b>(INCLUDING OUTLOTS)</b>	

DOES NOT INCLUDE 1,024 ACRES OF HIGH-OF-WAY PRODUCED FOR THE CREATION OF NEAR DART ROAD

**COLUMBIA**  
**ENGINEERING**

~~LAND PLANNERS  
CIVIL ENGINEERS~~

IN WITNESS WHEREOF, the parties have executed the foregoing document on the day the same bears date.

LANDLORD:

ATTEST:

Sherry LeGare  
Sherry LeGare  
Assistant Secretary

ALABASTER RETAIL PROPERTY, L.L.C.,  
an Alabama limited liability company

By: SC Management, Inc.,  
An Alabama corporation

By: John Bemis  
John Bemis  
Its: Vice President

Landlord's Acknowledgment

STATE OF ALABAMA  
MONTGOMERY COUNTY

I, the undersigned, a Notary Public in and for said State at Large, hereby certify that John Bemis, whose name as Vice President of SC Management, Inc., an Alabama corporation, as manager of Alabaster Retail Property, 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation acting in its capacity as manager of said limited liability company as of the date hereof.

Given under my hand this 27<sup>th</sup> day of July, 2004

Sherry M. Bemis (SEAL)  
Notary Public  
My Commission Expires: 2-12-07



In Witness Whereof the "Tenant" has hereunto executed this document this 30<sup>th</sup>  
day of July, 2004.

Tenant: Subway Real Estate Corp.

[Signature]  
John C. Devine, Its: Vice President

[Signature]  
Witness

Seannette Call  
Print

[Signature]  
Witness

GWENDOLYN BEASLEY  
Print

STATE OF CONNECTICUT

COUNTY OF NEW HAVEN

On this the 30<sup>th</sup> day of July in the Year 2004,  
before me, the undersigned, a Notary Public in and for said State, personally appeared  
John C. Devine, Vice President of Subway Real Estate Corp., personally known to me or  
proved to me on the basis of satisfactory evidence to be the individual whose name is  
subscribed to the within instrument and acknowledge to me that he executed the same in  
his capacity, and that by his signature on the instrument, the individual, or the person  
upon behalf of which the individual acted, executed the instrument.

[Signature]  
Notary Public

(Notarial Seal)

My Commission expires 4/30/07