

This instrument was prepared by:

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Suite 2800
1100 Peachtree Street
Atlanta, GA 30309-4530

After recording please mail to the above address.

MEMORANDUM OF LEASE

This is a memorandum of a certain unrecorded lease dated the 20th day of December, 2004, by and between and between **ROBERT GRAY BYRD, SR.** and **SHARON W. BYRD** (collectively, "**Landlord**"), and **CUSTOM SURFACES, INC.**, a Georgia corporation ("**Tenant**").

WITNESSETH:

WHEREAS, Landlord is the owner of that certain tract or parcel of land located in Shelby County, Alabama and more particularly described in Exhibit "A" attached hereto and made a part hereof by reference (the "**Premises**"); and

WHEREAS, Landlord and Tenant have entered into that certain Lease Agreement (the "**Lease**") dated as of the date hereof for the lease of the Premises to Tenant on the terms and conditions set forth therein; and

WHEREAS, Landlord and Tenant desire to enter into this Memorandum of Lease and to record it in the Probate Office of Shelby County, Alabama in order to, among other purposes, serve as public notice of the Lease.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged by the Landlord, Landlord leases the Premises, together with all rights, improvements, and appurtenances thereto, to Tenant, and Tenant hires the same from Landlord for the term and under the conditions contained in the unrecorded lease dated December 20, 2004, which unrecorded lease is incorporated herein by reference.

1. **Term.** Upon and subject to the terms and conditions of the Lease, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises. The Lease shall be effective as of the date hereof, and the term shall be the five (5) year period commencing on the Lease Commencement Date (as defined in the Lease), subject to earlier termination as set forth in the Lease. The term of the Lease shall automatically extend for successive five (5) year periods through December 20, 2019, unless sooner terminated by Landlord or Tenant as provided in the Lease.

2. **Rental.** Upon the terms and conditions of the Lease, Tenant has agreed to pay rental for the Premises.

3. **Successors and Assigns.** This Memorandum of Lease and the terms and provisions hereof shall inure to the benefit of and be binding upon the successors and assigns and successors in its interest of the parties hereto.

4. **Conflict.** In the event of any conflict between the provisions of this Memorandum of Lease and the provisions of the Lease, the provisions of the Lease shall prevail. This Memorandum of Lease shall not change the rights and obligations of the parties under the Lease.

5. **Governing Law.** This Memorandum of Lease shall be construed and enforced in accordance with the laws of the State of Alabama.

6. **Rules of Construction.** The captions, headings and titles in this Memorandum of Lease are for purposes of identification only and shall not be considered in construing this Memorandum of Lease.

7. **Terms Incorporated.** All of the terms, provisions, covenants and agreements contained in the Lease, as it may be amended from time to time, are incorporated herein by reference in the same manner and to the same extent and with the same force and affect as if all of the same terms, provisions, covenants and agreements were expressly set forth herein.

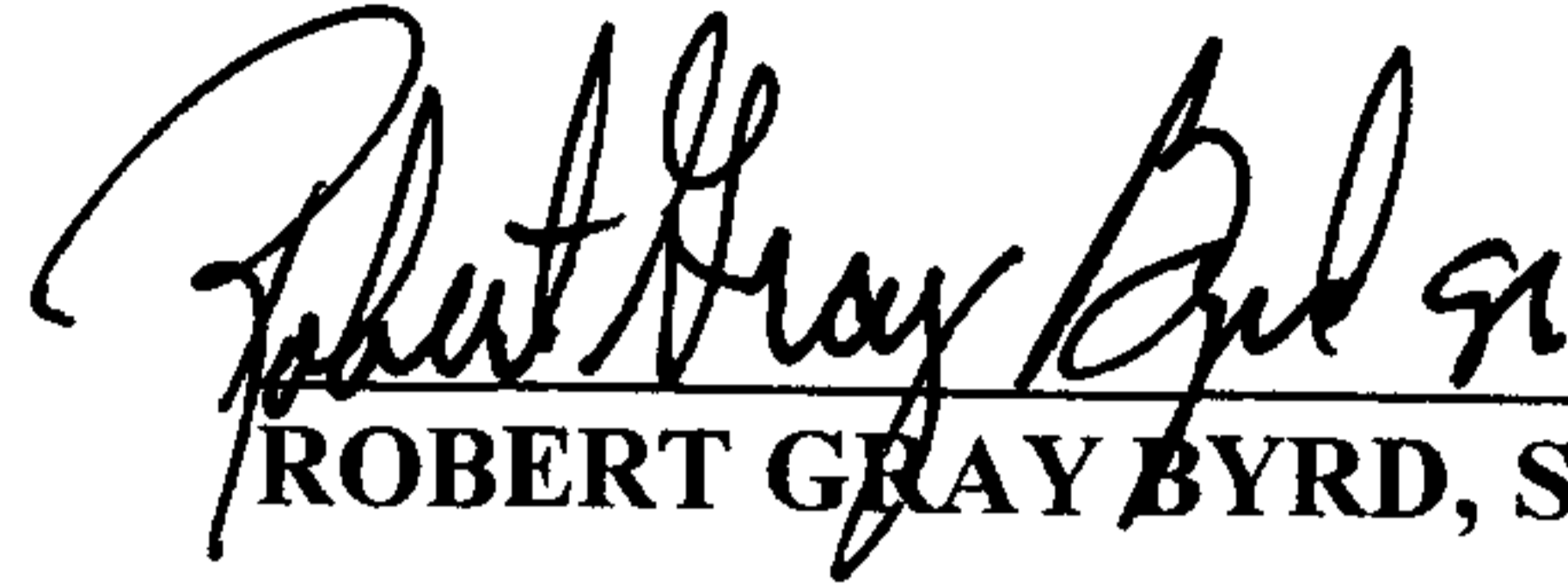
8. **Amendment.** In the event of any amendment of the Lease that modifies any of the terms of the Lease described in **paragraph 1 or 2** of this Memorandum of Lease, Landlord and Tenant shall execute an amendment of this Memorandum of Lease incorporating the terms and provisions of such Lease amendment.

9. **Counterparts.** This Memorandum of Lease may be executed in any number of counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Lease to be executed as of the day and year first above written.

LANDLORD:

 (SEAL)
ROBERT GRAY BYRD, SR.

ACKNOWLEDGEMENT

STATE OF Alabama)
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that **ROBERT GRAY BYRD, SR.** 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 for and as the act of said corporation aforesaid.

Given under my hand and official seal, this 10th day of December, 2004.

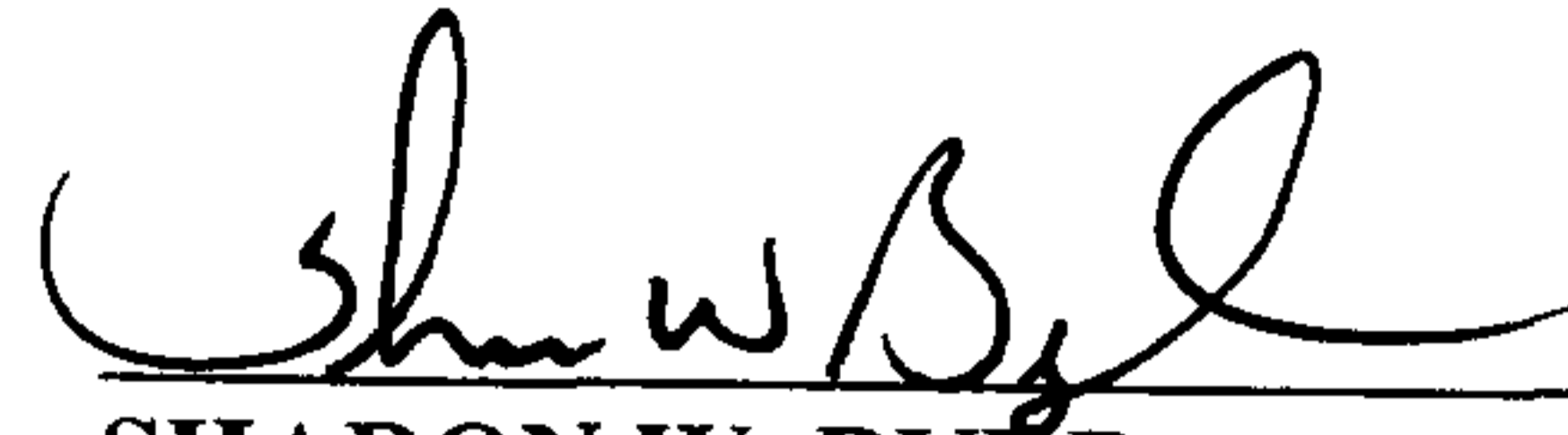

Notary Public

[AFFIX SEAL]

My Commission Expires: 9-16-06

(Signatures continued on the following page)

LANDLORD:


 (SEAL)
SHARON W. BYRD

ACKNOWLEDGEMENT

STATE OF Alabama)
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that **SHARON W. BYRD** 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, she executed the same voluntarily for and as the act of said corporation aforesaid.

Given under my hand and official seal, this 20th day of December, 2004.


Notary Public

[AFFIX SEAL]

My Commission Expires: 9-16-06

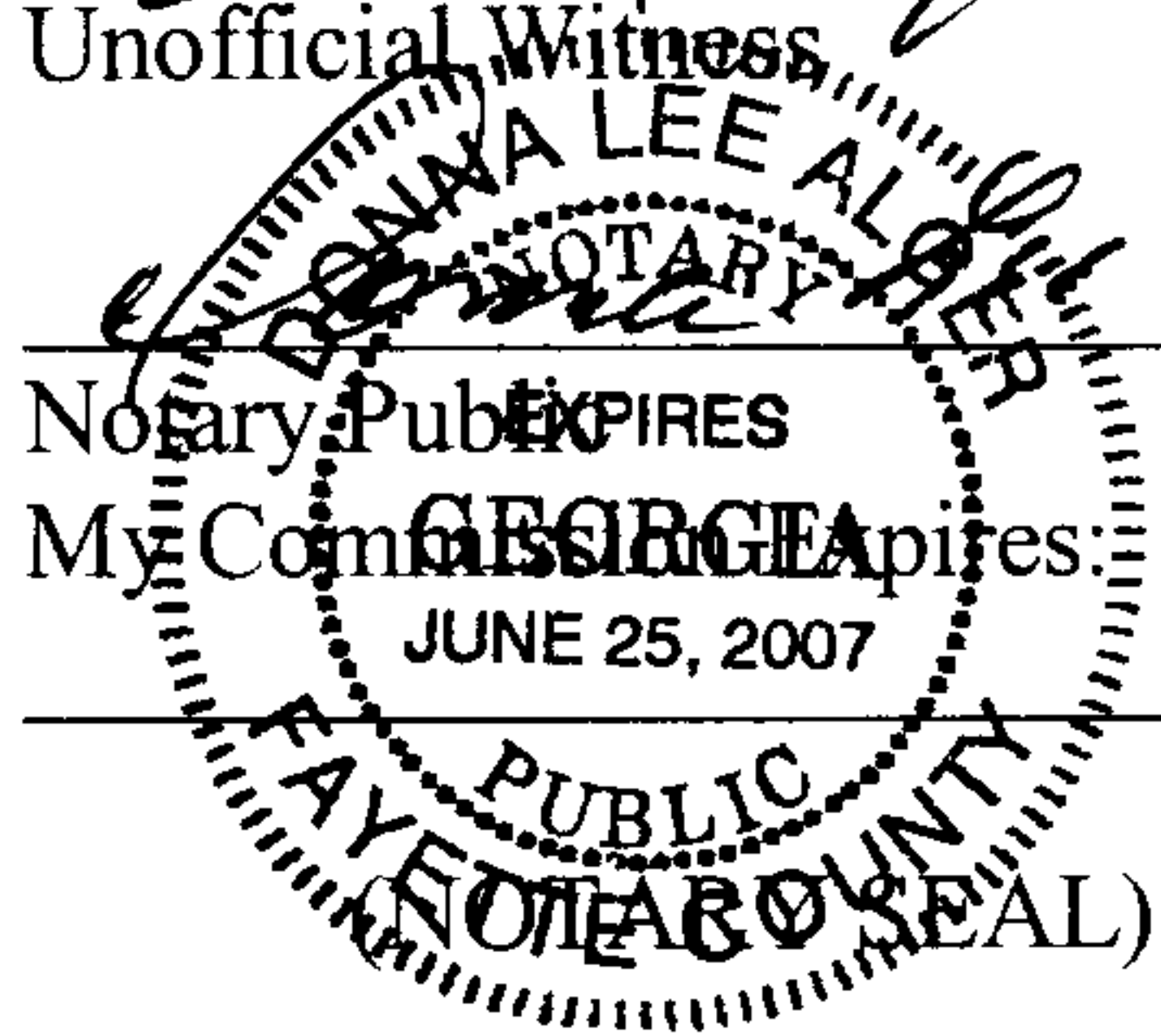
(Signatures continued on the following page)

(Signatures continued from the prior page)

Signed, sealed and delivered in the presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public
My Commission Expires: JUNE 25, 2007



TENANT:

CUSTOM SURFACES, INC., a Georgia corporation

By: [Signature]
Name: Albert R. Smith
Title: CEO

(CORPORATE SEAL)

ACKNOWLEDGEMENT

STATE OF GEORGIA)

COUNTY OF Fulton)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Albert R. Smith, whose name as CEO of CUSTOM SURFACES, INC., a Georgia 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 (she), as such officer and with full authority, executed the same voluntarily for and as the act of said corporation aforesaid.

Given under my hand and official seal, this 20th day of December, 2004.

[Signature]
Notary Public

[AFFIX SEAL]

My Commission Expires JUNE 25, 2007

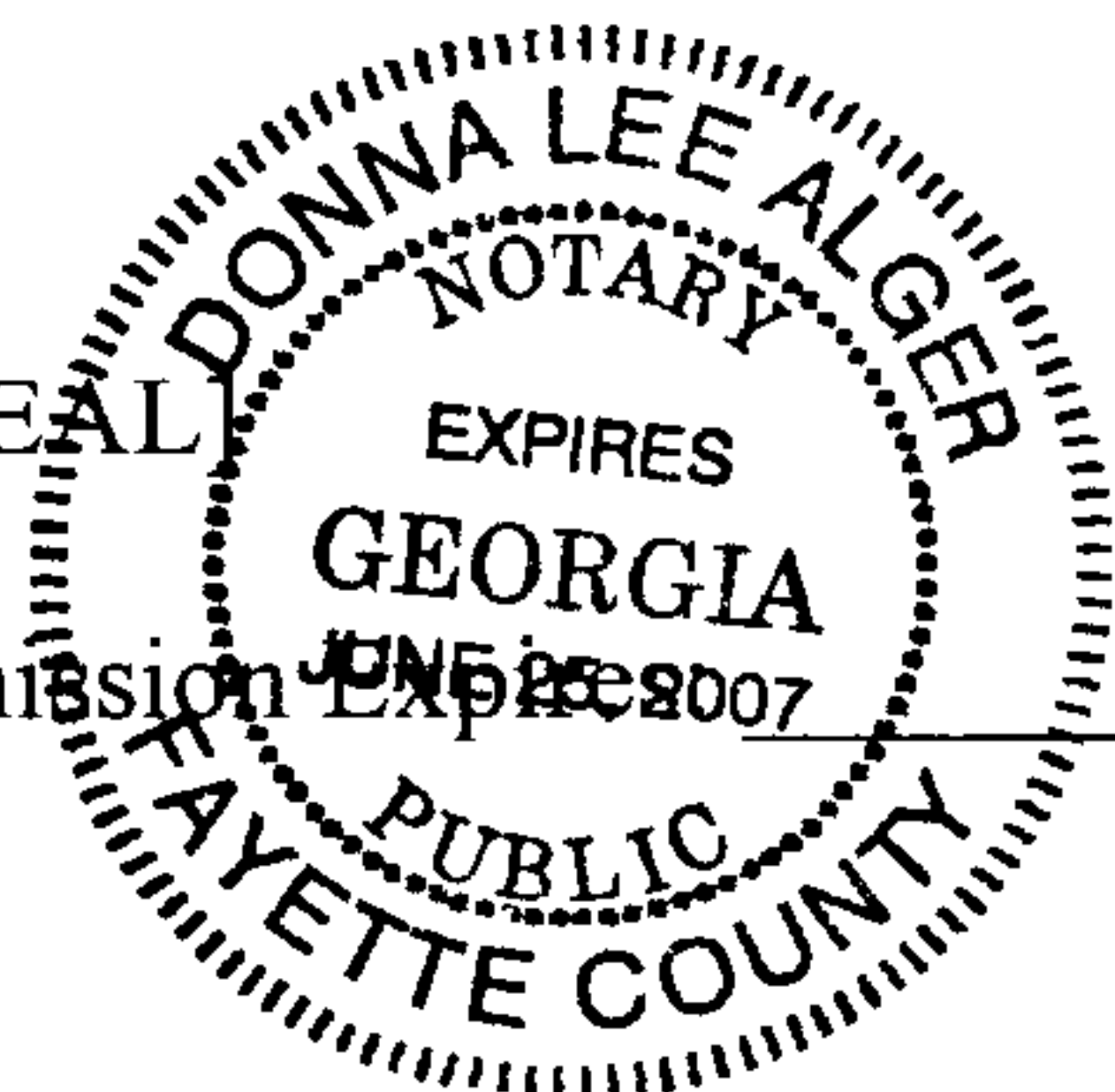


Exhibit "A"

Lot 13, according to the Survey of Owen's Industrial Park, First Addition, as recorded in Map Book 11, Page 2, in the Probate Office of Shelby County, Alabama.