



20050504000213300 1/5 \$41.00
Shelby Cnty Judge of Probate, AL
05/04/2005 11:53:45AM FILED/CERT

PREPARED BY AND UPON RECORDATION RETURN TO:

Terrence F. Moffitt, Esq.
Law Offices of Thomas R. Green
1830 Craig Park Court, Suite 202
St. Louis, Missouri 63146

MEMORANDUM OF GROUND LEASE AGREEMENT

THIS MEMORANDUM OF GROUND LEASE AGREEMENT is made and entered into this 20th day of April, 2005, between Grantors, Third Creek L.L.C., Matthias D. Renner Family, L.L.C. and Kenneth J. Weber Family L.L.C. (hereinafter collectively called "Landlord"), whose mailing address is 1830 Craig Park Court, Suite 101, St. Louis, Missouri 63146, and Grantee, INVERNESS HEIGHTS SHOPPING CENTER, LP, an Alabama limited partnership (hereinafter called "Tenant"), whose mailing address is 1830 Craig Park Court, Suite 101, St. Louis, Missouri 63146.

W I T N E S S E T H:

Pursuant to the terms of a Ground Lease Agreement (the "Ground Lease") of even date herewith, Landlord has leased, demised, and let to Tenant, and Tenant has leased from Landlord, and by these presents Tenant hereby does lease from Landlord, on the terms and conditions set forth in the Ground Lease, the real property situated in Shelby County, Alabama more particularly described in **Exhibit A** attached hereto and made a part hereof for all purposes (the "Premises").

The Ground Lease is for a term of ninety-nine (99) lease years (the "Lease Term"). The term "lease year" shall mean a period of twelve (12) consecutive full calendar months. The Lease Term shall commence to run from and after the date on which the Tenant places of record a Fee and Leasehold Mortgage, Security Agreement, Assignment of Rents and Fixture Filing on the Premises securing a Promissory Note in the principal amount of \$18,200,000.00, executed by Tenant and payable to the order of Merrill Lynch Mortgage Lending Inc., and its successors and/or assigns. Tenant shall, during the Lease Term, pay to Landlord, without offset or deduction, rent in the amount of One Thousand Dollars (\$1,000.00) per lease year.

Cahaba Title, Inc.

The Ground Lease contains and sets forth other important terms and provisions. This Memorandum of Ground Lease Agreement is executed for the purpose of placing parties dealing with the Premises or the improvements thereon on notice of the existence of the Ground Lease and its contents, and does not modify or amend the Ground Lease in any respect.

This Memorandum of Ground Lease Agreement will inure to the benefit of and be binding on Landlord and Tenant and their respective successors and assigns.

IN WITNESS WHEREOF, this Memorandum of Ground Lease Agreement hereby is executed as of the date first above set forth.

LANDLORD

THIRD CREEK, L.L.C.
a Missouri limited liability company

By: 
Matthias D. Renner, its Manager

MATTHIAS D. RENNER FAMILY, L.L.C.
a Missouri Limited Liability Company

By: 
Matthias D. Renner, its Manager

KENNETH J. WEBER FAMILY, L.L.C.
a Missouri Limited Liability Company

By: 
Matthias D. Renner, its Manager

TENANT

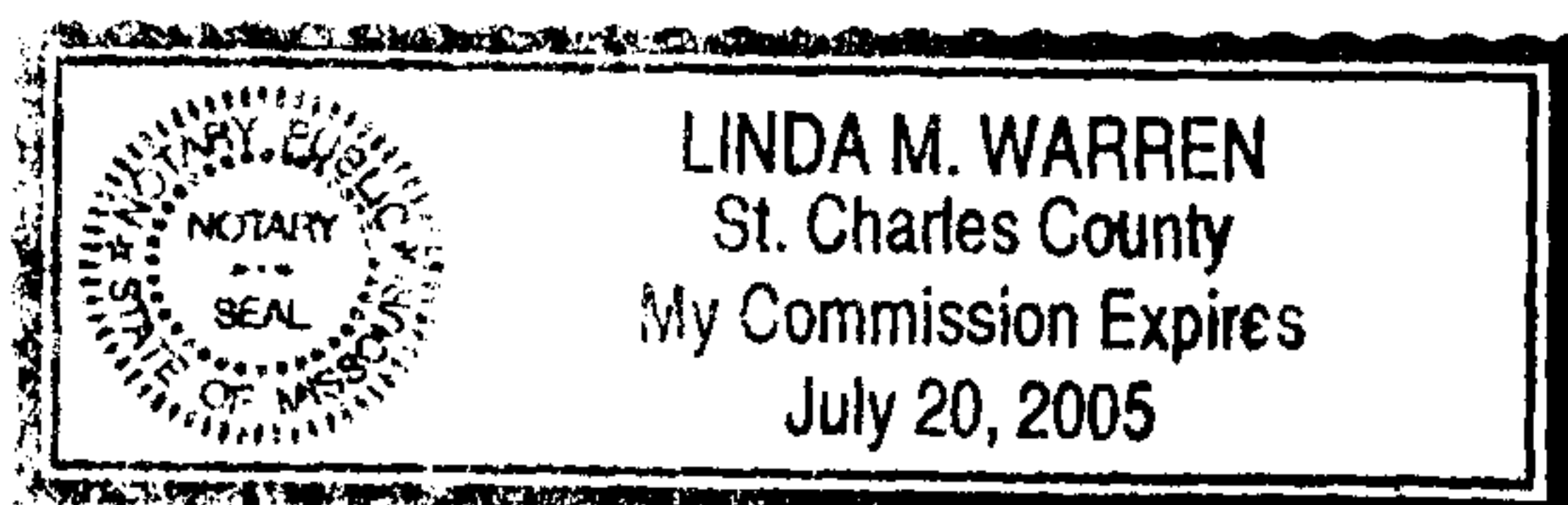
INVERNESS HEIGHTS SHOPPING CENTER, LP,
an Alabama limited partnership
by its general partner
IH MGMT, INC.,
an Alabama corporation

By: 
THOMAS R. GREEN, President

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

I, the undersigned Notary Public in and for said County and State, hereby certify that MATTHIAS D. RENNER, whose name as Manager of THIRD CREEK, L.L.C., MATTHIAS D. RENNER FAMILY, L.L.C. and KENNETH J. WEBER FAMILY, L.L.C., all Missouri limited liability companies authorized to do business in Alabama, 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 all said limited liability companies.

Given under my hand this 20th day of April, 2005.




Notary Public

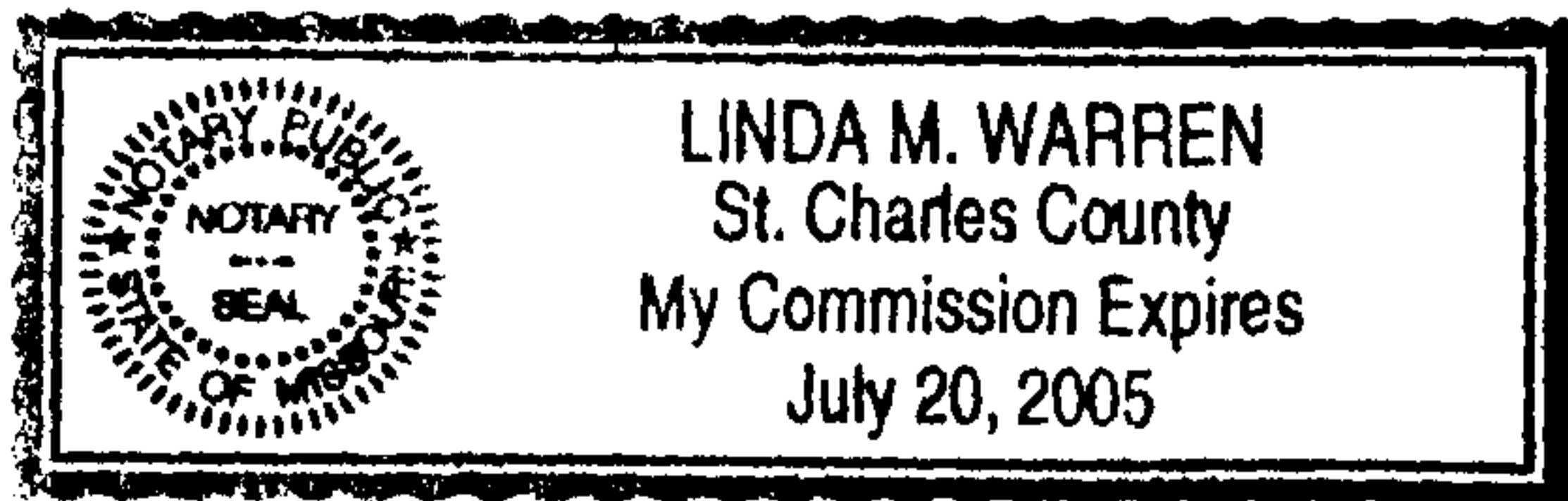
My Commission Expires:

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

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The foregoing instrument was acknowledged before me this 20th day of April, 2005, by THOMAS R. GREEN, to me personally known, who, being by me duly sworn, did say that he is the President of IH MGMT, INC., an Alabama corporation, the General Partner of INVERNESS HEIGHTS SHOPPING CENTER, LP, an Alabama limited partnership, and that said instrument was executed on behalf of INVERNESS HEIGHTS SHOPPING CENTER, LP, by authority of its General Partner; and he acknowledged said instrument to be the free act and deed of said limited partnership.

Given under my hand this 20th day of April, 2005.



Linda M. Warren
Notary Public

My Commission Expires:

EXHIBIT A

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(Legal Description)

Lots 1, 2 and 3, according to the Survey of Cypress Equities Addition to Hoover, as recorded in Map Book 31, page 79, in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.

Shelby County, AL 05/04/2005
State of Alabama

Deed Tax: \$17.00