

20070131000047150 1/7 \$1785.50  
Shelby Cnty Judge of Probate, AL  
01/31/2007 12:51:40PM FILED/CERT

Shelby County, AL 01/31/2007  
State of Alabama

Deed Tax: \$1756.50

After recording return to:  
Post Closing #259092 PJ  
First American Title Ins.  
3 Greenway Plaza, Ste 1100  
Houston, TX 77046

This instrument was prepared by

Laura S. King, Esq.  
c/o REALTY INCOME CORPORATION  
220 West Crest Street  
Escondido, CA 92025-1707

### MEMORANDUM OF LEASE

This Memorandum of Lease is made and entered into as of November 22, 2006 by and between RI SE, LLC, a Delaware limited liability company ("**Landlord**") whose mailing address is 220 West Crest Street, Escondido, CA 92025-1707, and BIG 10 TIRE STORES, INC., an Alabama corporation ("**Tenant**") whose mailing address is 3938A Government Boulevard, Suite 102, Mobile, AL 36693, who agree as follows:

1. The name of the lessor is RI SE, LLC, a Delaware limited liability company.
2. The name of the lessee is BIG 10 TIRE STORES, INC., an Alabama corporation.
3. Landlord leases to Tenant and Tenant leases from Landlord that certain real property, together with all the improvements thereon and appurtenances thereunto belonging (the "**Premises**"), the legal description of which is attached hereto and incorporated herein as Exhibit "A" commonly known as:


BIG 10 TIRES STORE NO. 121  
3318 PELHAM PKWY  
PELHAM, AL 35124

for a term of TWENTY (20) YEARS, commencing on November 22, 2006 and expiring on November 30, 2026. Tenant has TWO (2) TEN-YEAR options to extend the term of the Lease as more particularly set forth in the Lease (as defined below).

4. Notice is hereby given that Landlord shall not be liable for any labor, services or materials furnished or to be furnished to Tenant, or to anyone holding any of the Premises through or under Tenant, and that no mechanic's or other liens for any such labor, services or materials shall attach to or affect the interest of Landlord in and to any of the Premises.

5. This Memorandum of Lease is prepared for the purpose of recordation and does not modify the provisions of the lease dated November 20, 2006 and entered into by and between Landlord and Tenant, as the same may be amended from time to time ("**Lease**"). The Lease is incorporated herein by reference. If there are any conflicts between the Lease and this Memorandum of Lease, the provisions of the Lease shall prevail.

*[Signatures Appear on Following Pages]*

  
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[Signature Page]

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**LANDLORD:**

RI SE, LLC,  
a Delaware limited liability company

By: REALTY INCOME CORPORATION,  
a Maryland corporation,  
its sole and managing member

Approved As To Form  
Legal Department

By: Gary Malino  
Name: Gary Malino  
Title: President, Chief Operating Officer

**TENANT:**

BIG 10 TIRE STORES, INC.,  
an Alabama corporation

By: \_\_\_\_\_  
Name: Matthew Garff  
Title: Vice President



(ACKNOWLEDGMENT)

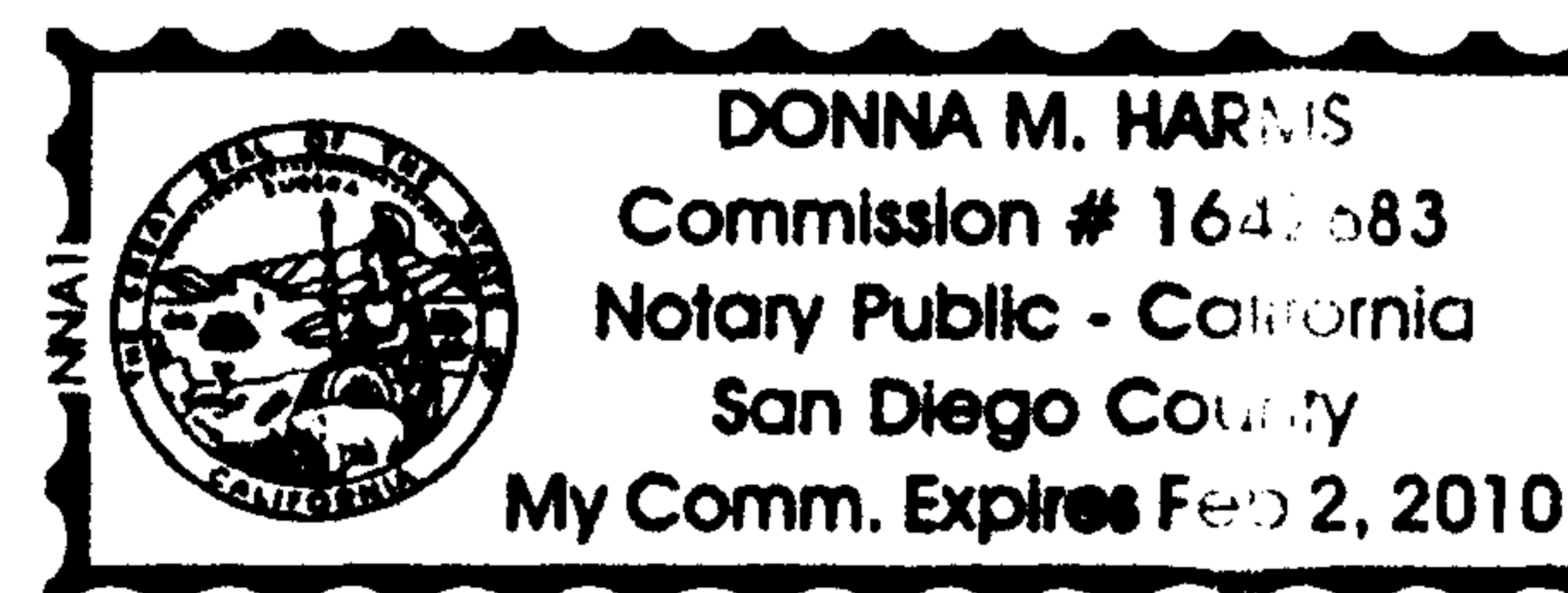
STATE OF CALIFORNIA )  
SS.  
COUNTY OF SAN DIEGO )

I, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that Gary Malino, whose name as President, Chief Operating Officer of Realty Income Corporation, a Maryland corporation, as the sole and managing member of RI SE, LLC, a Delaware limited liability company, is signed to the foregoing document and who is known to me, acknowledged before me on this day that, being informed of the contents of the document, he, as such President, Chief Operating Officer, executed same voluntarily for and as the act of said corporation.

Given under my hand this the 20th day of November, 2006.

Donna M. Harms  
Notary Public

My Commission Expires:  
2-2-2010



(ACKNOWLEDGMENT)

STATE OF CALIFORNIA )  
SS.  
COUNTY OF LOS ANGELES )

I, \_\_\_\_\_ a notary public in and for said County in said State, hereby certify that Matthew Garff, whose name as Vice President of Big 10 Tire Stores, Inc., an Alabama corporation, is signed to the foregoing document and who is known to me, acknowledged before me on this day that, being informed of the contents of the document, he, as such Vice President, executed same voluntarily for and as the act of said corporation.

Given under my hand this the \_\_\_\_ day of November, 2006.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

*[Signature Page]*

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**LANDLORD:**

RI SE, LLC,  
a Delaware limited liability company

By: REALTY INCOME CORPORATION,  
a Maryland corporation,  
its sole and managing member

By: \_\_\_\_\_  
Name: Gary Malino  
Title: President, Chief Operating Officer

**TENANT:**

BIG 10 TIRE STORES, INC.,  
an Alabama corporation

By: \_\_\_\_\_  
Name: Matthew Garff  
Title: Vice President



(ACKNOWLEDGMENT)

STATE OF CALIFORNIA )  
SS.  
COUNTY OF SAN DIEGO )

I, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that Gary Malino, whose name as President, Chief Operating Officer of Realty Income Corporation, a Maryland corporation, as the sole and managing member of RI SE, LLC, a Delaware limited liability company, is signed to the foregoing document and who is known to me, acknowledged before me on this day that, being informed of the contents of the document, he, as such President, Chief Operating Officer, executed same voluntarily for and as the act of said corporation.

Given under my hand this the 20th day of November, 2006.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

(ACKNOWLEDGMENT)

STATE OF CALIFORNIA )  
SS.  
COUNTY OF LOS ANGELES )

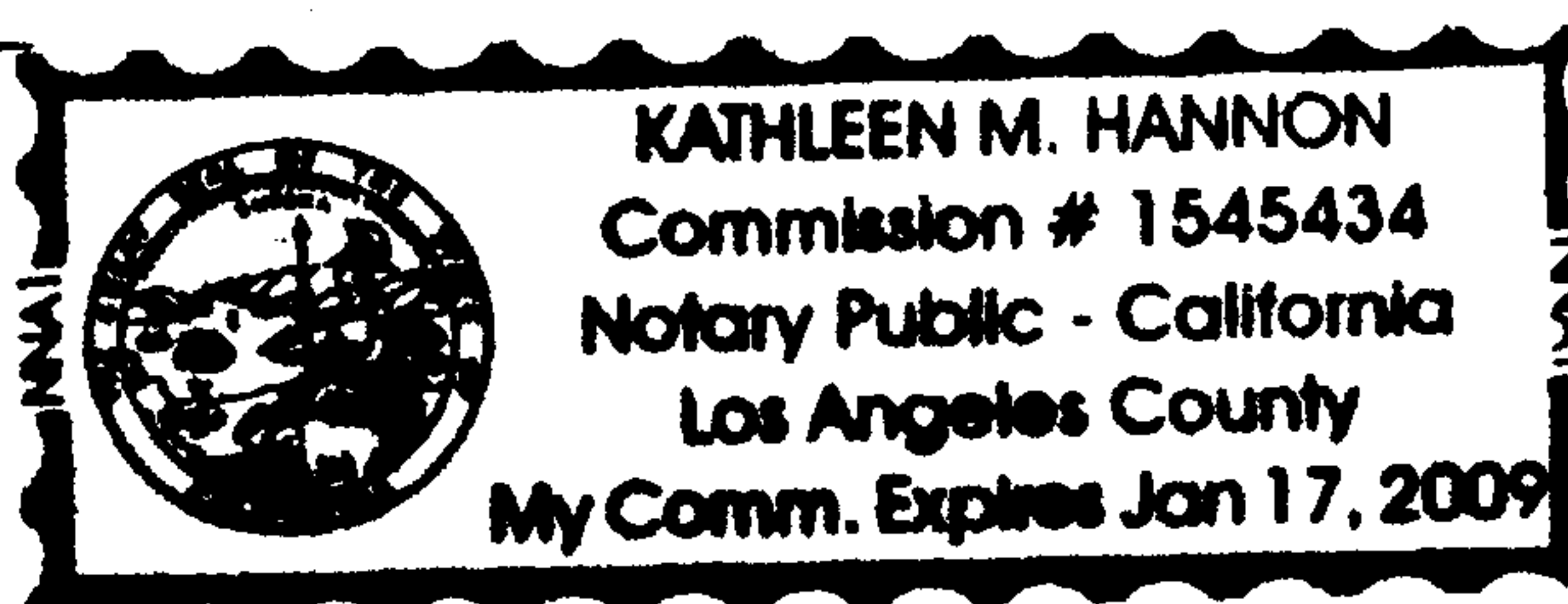
I, Kathleen M. Hannon a notary public in and for said County in said State, hereby certify that Matthew Garff, whose name as Vice President of Big 10 Tire Stores, Inc., an Alabama corporation, is signed to the foregoing document and who is known to me, acknowledged before me on this day that, being informed of the contents of the document, he, as such Vice President, executed same voluntarily for and as the act of said corporation.

Given under my hand this the 20 day of November, 2006.

Kathleen M. Hannon  
Notary Public

My Commission Expires:

1/17/09




BIG 10 TIRE STORE No. 121  
3318 PELHAM PKWY.  
PELHAM, AL 35124

EXHIBIT "A"  
LEGAL DESCRIPTION

LOT 3, ACCORDING TO THE SURVEY OF LOTS 3 & 4 PELHAM PARKWAY COMMERCIAL  
SUBDIVISION, AS RECORDED IN MAP BOOK 27, PAGE 86, IN THE PROBATE OFFICE SHELBY  
COUNTY, ALABAMA. SITUATED IN SHELBY COUNTY, ALABAMA.

TOGETHER WITH NON-EXCLUSIVE, PERPETUAL EASEMENT AS SET FORTH IN MAP AND  
SURVEY OF LOT 2 PELHAM PARKWAY SUBDIVISION RECORDED OCTOBER 27, 2000 IN MAP  
BOOK 27, PAGE 44, AS REFERRED TO IN WARRANTY DEED DATED AND RECORDED  
OCTOBER 27, 2000 AS INSTRUMENT No.2000-37362.

  
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