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Shelby Cnty Judge of Probate, AL
03/30/2007 03:35:52PM FILED/CERT

Shelby County, AL 03/30/2007
State of Alabama

Deed Tax: \$1077.00

Prepared By:

Advance Stores Company, Incorporated
5008 Airport Road
Roanoke, Virginia 24012

MEMORANDUM OF LEASE

This Memorandum of Lease (this "Memorandum") is made this 4th day of December, 2006, between AA CHELSEA, LLC, an Alabama limited liability company ("Landlord"), and ADVANCE STORES COMPANY, INCORPORATED, a Virginia corporation ("Tenant").

WITNESSETH:

Landlord and Tenant have entered into a Lease (the "Lease") dated May 5, 2006, whereby Landlord has leased to Tenant that certain premises located on that certain real property, located in Shelby County, State of Alabama (the "Property"), the legal description of which Property is set forth on Exhibit "A" attached hereto. The Lease contains provisions and rights appurtenant to the Property, some of which are as follows:

- I. Term. The term of the Lease is for a period of fifteen (15) years from the "Rent Commencement Date" (as established in the Lease), commencing on the "Commencement Date" (as established in the Lease). Thereafter, Tenant has the right under the Lease to renew and extend the term of the Lease for three (3) successive periods of five (5) years each.
- II. Exclusive Use Rights. The Lease provides that neither Landlord nor any stockholder, member, partner, beneficiary, successor, assign, personal representative, heir, subsidiary or affiliate of Landlord, nor any person(s) or entity(ies) having a direct or indirect interest in Landlord, shall, for as long as the Lease remains in force and effect, either directly or indirectly, own, occupy or operate, or sell, lease or otherwise transfer to any person or entity, or permit any person or entity to occupy, any land, building, premises or space, whether presently owned or hereafter acquired, located within two (2) miles of the Property for the purpose of (i) conducting thereon a business similar to that being conducted by Tenant on the Property or (ii) the sales, display or rental of automotive parts, accessories, supplies and/or maintenance items. The Lease further provides that neither Landlord nor any stockholder, member, partner, beneficiary, successor, assign, personal representative, heir, subsidiary or affiliate of Landlord, nor any person(s) or entity(ies) having a direct or indirect interest in Landlord, shall lease, sell or otherwise transfer or convey any such premises adjacent to and/or contiguous with the Leased Premises without imposing thereon

a restriction to secure compliance herewith, or permit any tenant or occupant of any such premises or any part thereof to sublet or assign in any manner, directly or indirectly, any part thereof to any person, firm, corporation or other entity engaged in any such business described above, without the prior written consent of Tenant, which consent may be withheld by Tenant in Tenant's sole discretion.

- III. Successors. The covenants, conditions and agreements made and entered into by the parties hereto shall be binding upon and inure to the benefits of their respective heirs, administrators, executors, representatives, successors and assigns.
- IV. Incorporation of Lease. All terms and conditions of the Lease are hereby incorporated herein by reference as if fully set forth herein.
- V. Conflicts with Lease. This Memorandum is solely for notice and recording purposes and shall not be construed to alter modify, expand, diminish or supplement the provisions of the Lease. In the event of any inconsistency between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall govern.

IN WITNESS WHEREOF, this Memorandum has been duly executed by the parties hereto as of the day and year first above written.

AA CHELSEA, LLC,
an Alabama limited liability company

By: Chris Yates
Name: Chris Yates
Its: Member
Date: 12/4/06

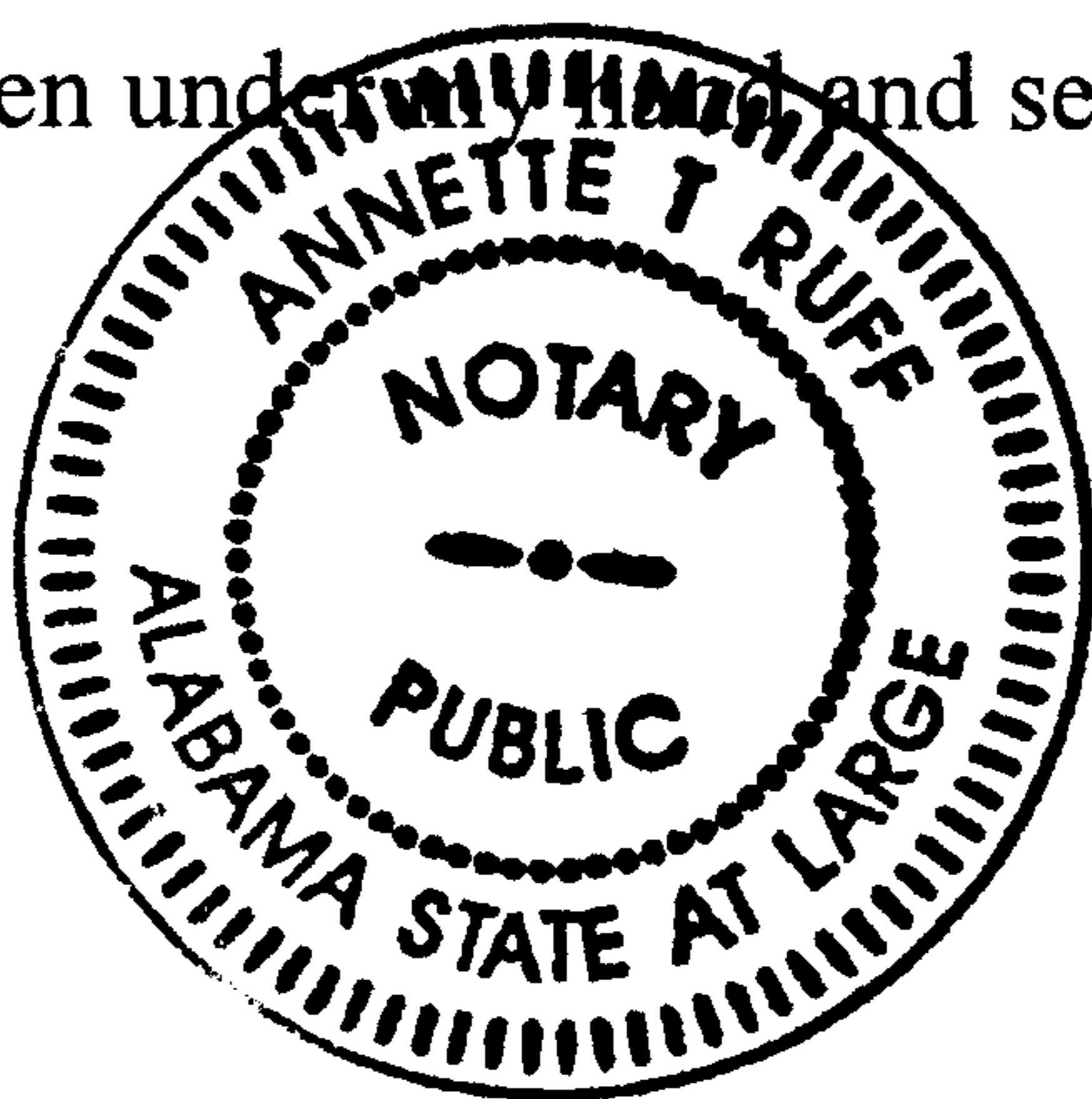
ADVANCE STORES COMPANY,
INCORPORATED, a Virginia corporation

By: Jimmie L. Wade
Name: Jimmie L. Wade
Title: Executive Vice President, Business
Development

STATE OF ALABAMA)
) SS;
COUNTY OF JEFFERSON)

The undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that Chris Yates, personally known to me to be the Member of **AA Chelsea, LLC**, an Alabama limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged under oath that as such Member he signed and delivered the said instrument pursuant to authority duly given to him by said limited liability company.

Given under my hand and seal this 4th day of December, 2006.





Notary Public

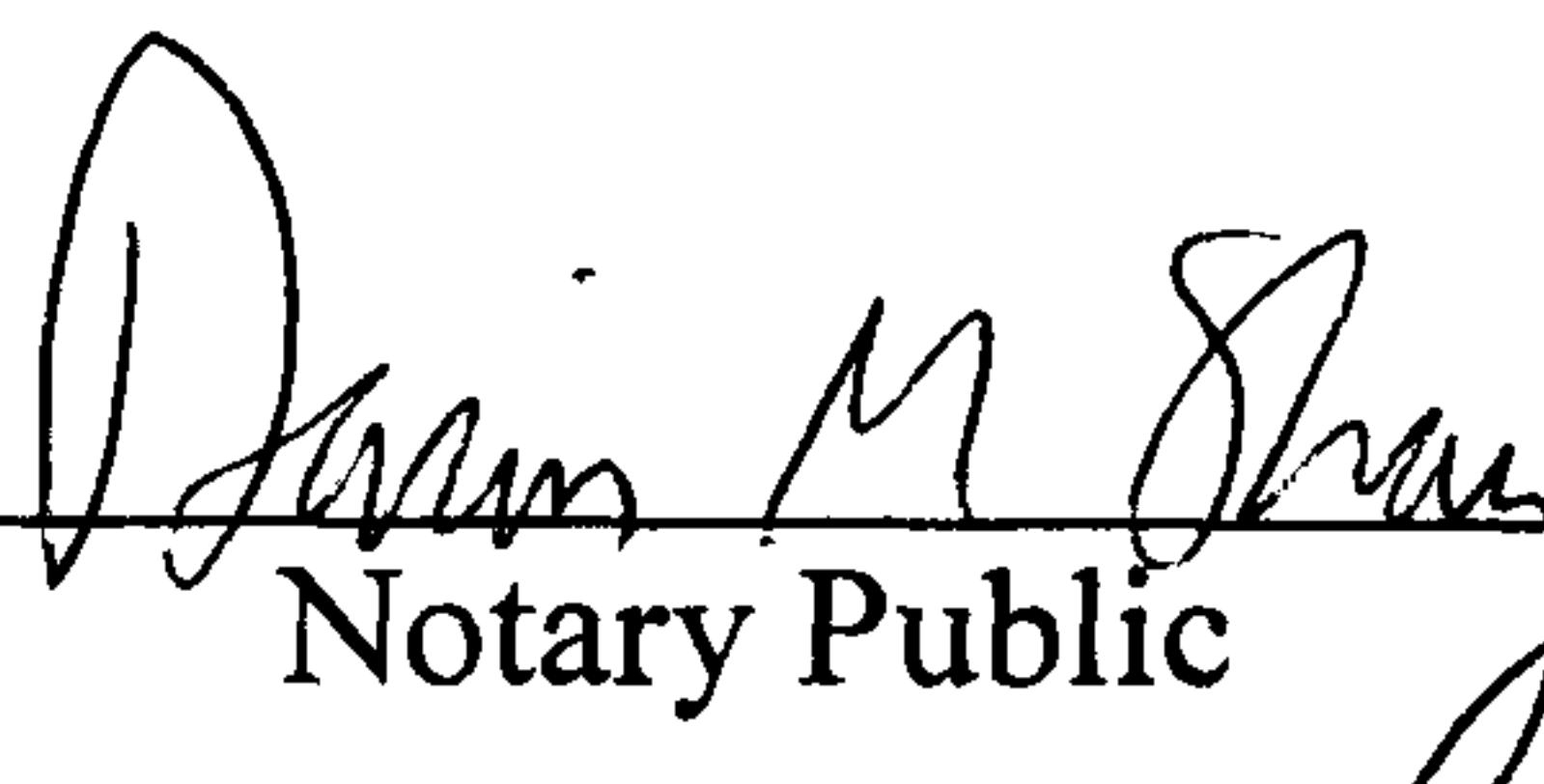
My Commission Expires: _____

ANNETTE T RUFF
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMM. EXP. 2-23-09

COMMONWEALTH OF VIRGINIA)
) SS;
COUNTY OF ROANOKE)

The undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that Jimmie L. Wade, Executive Vice President of **Advance Stores Company, Incorporated**, a Virginia corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged under oath that as such Executive Vice President, he signed and delivered the said instrument pursuant to authority duly given to him by said corporation.

Given under my hand and seal this 1st day of December, 2006.



Notary Public

My Commission expires: July 31, 2008

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lot 2, according to the Survey of Chelsea Corners at Chesser Plantation, as recorded in Map Book 36, Page 83 in the Probate Office of Shelby County, Alabama.

Together with the easements and rights granted under that certain Declaration of Easements and Restrictions as recorded in Instrument 20060406000159360.