


This Instrument prepared by
and after recording return to:
Joseph G. Kern, Esq.
GMRI, Inc.
6990 Lake Ellenor Drive
Orlando, Florida 32809


20070703000312800 1/7 \$956.50
Shelby Cnty Judge of Probate, AL
07/03/2007 11:04:11AM FILED/CERT

MEMORANDUM OF LEASE

This Memorandum of Lease, dated the 5th day of June, 2007 is by and between HIGHWAY 31 ALABASTER TWO, LLC, an Alabama limited liability company ("LANDLORD") and GMRI, Inc., a Florida Corporation ("TENANT").

RECITALS:

- A. On March 19, 2007, LANDLORD and TENANT entered into a written lease agreement ("LEASE") for certain PREMISES situated in the City of Alabaster, County of Shelby and State of Alabama as more particularly set forth in the LEASE and described on the attached Exhibit "A-1" ("PREMISES"); and
- B. The parties desire to place certain of their interests in the LEASE as a matter of record, as set forth herein.

NOW THEREFORE, the parties represent as follows:

- 1. The Term of the LEASE will be (10) Lease Years, as defined in the LEASE, commencing on the Commencement Date as determined in accordance with its terms.
- 2. In conjunction with such leasing, LANDLORD has granted to TENANT certain non-exclusive easement rights over the property depicted on Exhibit "A-2" ("Center"), which rights include vehicular and pedestrian ingress and egress over the entrances, curbcuts, drive aisles, roadways, existing storm sewer systems and sidewalks.
- 3. TENANT has the option to renew the LEASE for four (4) additional period(s) of five (5) Lease Years each.
- 4. The following restrictive covenants are contained in the LEASE and binding upon LANDLORD and CENTER during the term of the LEASE:

So long as (a) TENANT is operating its business from the PREMISES for the USE only and this USE includes the Competing Use described below;

and (b) TENANT is not in default under the terms of this LEASE beyond all applicable notice and cure periods, LANDLORD will not permit any property owned, leased, or controlled by LANDLORD in the CENTER to be used or conveyed for use as a restaurant specializing in the sale, at retail, of Italian food. Specializing, for the purpose of this provision, means that the offending tenant's/occupant's menu contains twenty-five percent (25%) or more of Italian dishes (the "Competing Use"). The time period prior to TENANT initially opening for business at the PREMISES and temporary closures for remodeling not to exceed sixty (60) days, or casualty or condemnation not to exceed one hundred fifty (150) days from the date TENANT receives a building permit for reconstruction due to such casualty or condemnation provided TENANT begins to actively pursue such permit immediately after the casualty or condemnation and diligently pursues such permit thereafter, shall not be deemed a failure by TENANT to be open and operating for the purposes of this provision.

In the event LANDLORD leases to a Competing Use, TENANT shall be entitled to pursue any remedy at law or equity, except that TENANT shall not have the right to terminate this LEASE. Notwithstanding the foregoing, TENANT shall not be entitled to any other remedy if any of the following documents allow and/or any of the following tenants conduct the Competing Use: (i) existing leases dated prior to the execution of this LEASE; (ii) any renewals, extensions or modifications of existing tenant leases (except that LANDLORD shall not modify any existing lease to allow a tenant to engage in the Competing Use where the tenant did not have that right beforehand); (iii) any replacement tenant who replaces an existing tenant engaged in the Competing Use if such use is not prohibited under the prior lease; (iv) tenants exceeding twenty thousand (20,000) square feet; (v) any department store or junior department store; or (vi) a pizza style restaurant serving primarily pizza and/or sandwiches.

In the event that this Section is found by a court of competent jurisdiction to violate any federal, state, or local anti-trust law or other law, governmental rule or regulation, this Restrictive Covenant shall immediately become void and be of no further effect.

[SIGNATURES ON FOLLOWING PAGES]

LANDLORD and TENANT have signed this Memorandum of Lease as of the day and year first above written.

WITNESSES:

Suzette E. Hockert
Print Name: Suzette E. Hockert

(LANDLORD):

Highway 31 Alabaster Two, LLC, an
Alabama limited liability company

Jennifer Kelly
Print Name: Jennifer Kelly

By: [Signature]
Name: _____
Title: JOHN L. MOSS
SENIOR VICE PRESIDENT

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned Notary Public in and for said County in said State, hereby certify that John L. Moss, whose name as Senior Vice President of **HIGHWAY 31 ALABASTER TWO, LLC**, 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 such instrument, he she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this 24th day of May, 2007

Deborah D. Abell
Notary Public, State of Alabama
My Commission Expires: March 30, 2008

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Signature Page to Memorandum of Lease

WITNESSES:

Sonia A. Saddler
Shelby R. Ruff

("TENANT")

GMRI, Inc., a Florida corporation

By: [Signature]

Joseph G. Kern

Senior Associate General Counsel

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing document was acknowledged before me this 25th day of May, 2007, by Joseph G. Kern, the Senior Associate General Counsel of GMRI, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me.

NOTARY PUBLIC-STATE OF FLORIDA
Sonia A. Saddler
Commission # DD614199
Expires: AUG. 09, 2009
BONDED THRU ATLANTIC BONDING CO., INC.

Sonia A. Saddler
Notary Public, State of Florida
My Commission Expires: _____

Exhibit "A-1"

PREMISES LEGAL DESCRIPTION

A parcel of land situated in the Northwest one-quarter of the Northeast one-quarter of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of the Southwest one-quarter of the Northeast one-quarter of said Section; thence run North 02 degrees 27 minutes 46 seconds West for a distance of 36.91 feet; thence run North 41 degrees 36 minutes 27 seconds East for a distance of 23.06 feet; thence run North 14 degrees 14 minutes 05 seconds East for a distance of 196.57 feet to a point on the Westernmost right of way line of U.S. Highway 31 (right of way varies) and a point on a curve to the right, said curve having a radius of 2411.83 feet, a central angle of 10 degrees 42 minutes 14 seconds, a chord bearing of North 30 degrees 13 minutes 11 seconds West for a chord distance of 449.92 feet; thence run along arc of said curve and along said right of way for a distance of 450.57 feet; thence run North 68 degrees 29 minutes 48 seconds East for a distance of 9.96 feet to the point of commencement of a curve to the right, said curve having a radius of 2401.83 feet, a central angle of 04 degrees 34 minutes 11 seconds, a chord bearing of North 24 degrees 09 minutes 33 seconds West for a chord distance of 191.51 feet; thence run along arc of said curve and along said right of way for a distance of 191.57 feet to the point of commencement of a spiral curve; thence run North 21 degrees 04 minutes 52 seconds West for a chord distance of 71.75 feet to a point on a spiral curve; thence run North 19 degrees 05 minutes 03 seconds West for a chord distance of 182.06 feet to a point on a spiral curve; thence run North 18 degrees 10 minutes 10 seconds West for a chord distance of 53.16 feet; thence leaving said spiral curve, run North 20 degrees 02 minutes 14 seconds West along said right of way for a distance of 197.87 feet; thence run North 20 degrees 02 minutes 14 seconds West along said right of way for a distance of 92.77 feet; thence run North 20 degrees 39 minutes 53 seconds West along said right of way for a distance of 127.40 feet; thence run along last described course along said right of way for a distance of 100.00 feet; thence run North 20 degrees 39 minutes 53 seconds West along said right of way for a distance of 90.21 feet; thence run South 64 degrees 12 minutes 56 seconds West along said right of way for a distance of 28.61 feet to the point of commencement of a curve to the left, said curve having a radius of 2162.01 feet, a central angle of 09 degrees 55 minutes 58 seconds, a chord bearing of North 28 degrees 40 minutes 35 seconds West for a chord distance of 374.33 feet; thence run along arc of said curve and along said right of way for a distance of 374.80 feet; thence run North 56 degrees 37 minutes 09 seconds East along said right of way for a distance of 29.99 feet to the point of commencement of a curve to the left, said curve having a radius of 2192.01 feet, a central angle of 09 degrees 23 minutes 24 seconds, a chord bearing of North 38 degrees 16 minutes 53 seconds West for a chord distance of 358.84 feet; thence run along arc of said curve and along said right of way for a distance of 359.24 feet to the POINT OF BEGINNING said point also being the point of commencement of a curve to the

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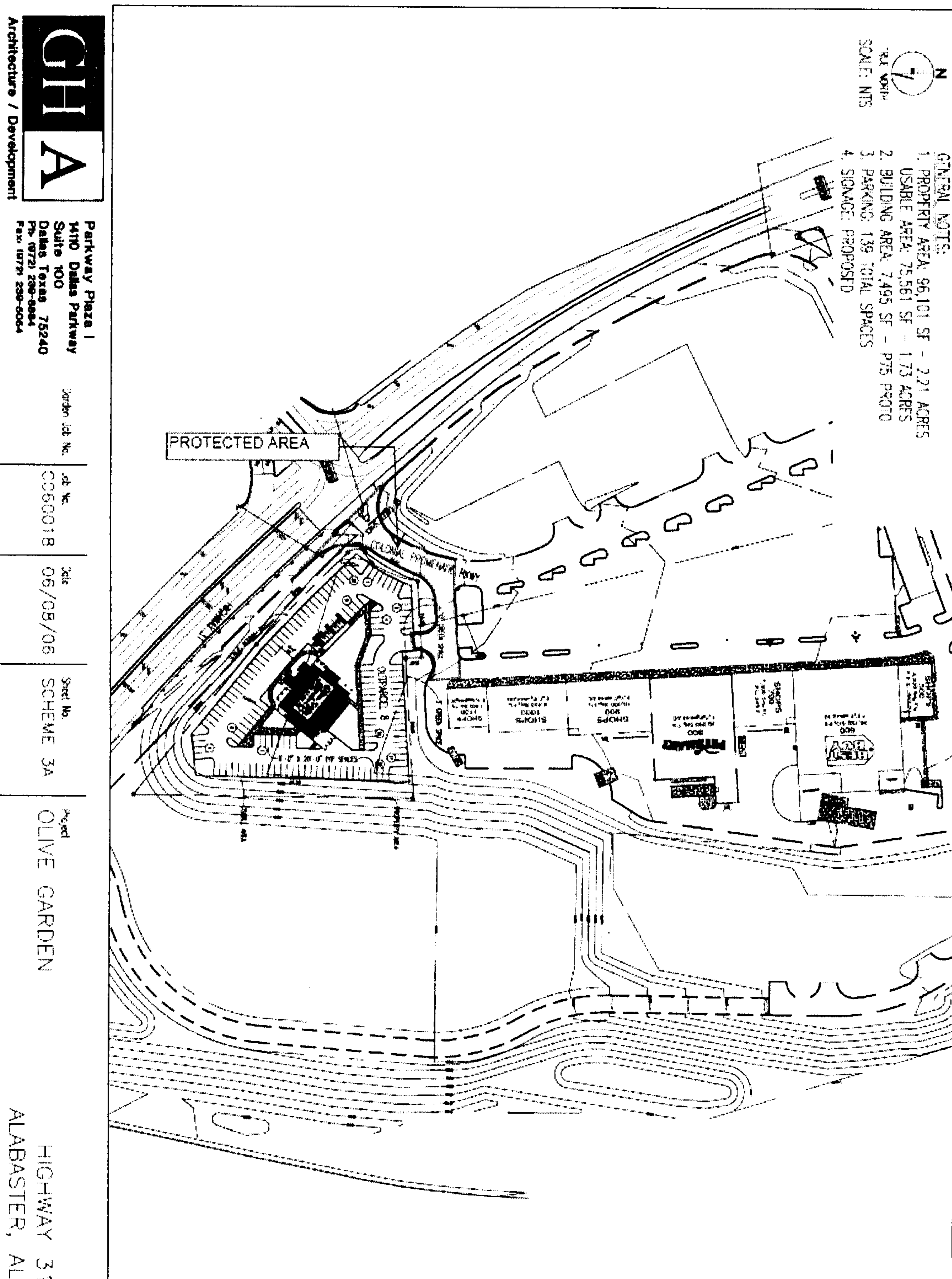
right, said curve having a radius of 20.00 feet, a central angle of 80 degrees 42 minutes 17 seconds, a chord bearing of North 02 degrees 37 minutes 27 seconds West for a chord distance of 25.90 feet; thence run along arc of said curve for a distance of 28.17 feet to the point of commencement of a curve to the left, said curve having a radius of 277.00 feet, a central angle of 18 degrees 42 minutes 39 seconds, a chord bearing of South 28 degrees 22 minutes 22 seconds West for a chord distance of 90.06 feet; thence run along arc of said curve for a distance of 90.46 feet; thence run South 86 degrees 40 minutes 50 seconds West for a distance of 114.63 feet; thence run North 03 degrees 19 minutes 10 seconds West for a distance of 23.96 feet; thence run South 86 degrees 40 minutes 50 seconds West for a distance of 209.99 feet; thence run North 00 degrees 28 minutes 59 seconds East for a distance of 418.41 feet to a point on the Westernmost right of way line of U.S. Highway 31 (right of way varies); thence run South 50 degrees 58 minutes 28 seconds East along said right of way for a distance of 290.23 feet to the point of commencement of a curve to the right, said curve having a radius of 2192.01 feet, a central angle of 05 degrees 03 minutes 40 seconds, a chord bearing of South 45 degrees 30 minutes 26 seconds East for a chord distance of 193.57 feet; thence run along arc of said curve for a distance of 193.63 feet to the POINT OF BEGINNING.



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EXHIBIT "A-2"

PROTECTED AREA



Shelby County, AL 07/03/2007
State of Alabama

Deed Tax: \$927.50