

100% of such capital stock, the Lessee shall have the right and option to purchase on the conditions contained in the Lease, all, but not less than all, the Leased Assets and, with respect to the Leasehold, the right and option to take an assignment of all, but not less than all, of the Prime Leases, in accordance with the terms of the Lease Agreement (as such terms are defined in said Lease Agreement).

5. SUBLETTING: The Lessee may sublet all or any portion of the Property without consent of the Lessor.

6. NOTICES: Notice shall be in writing and shall be sent by registered or certified mail, return receipt requested, registration or certification charges prepaid, to the addresses of the Lessor or Lessee as set forth above.

IN WITNESS WHEREOF, the said Lessee and Lessor have caused this Memorandum of Lease to be duly executed as of the day and year first above mentioned.

EVANS PRODUCTS COMPANY
[Corporate Seal]

WITNESS:

Elizabeth A. Bradford
Christine J. Taylor

ATTEST
Robert L. Flowers

Name ROBERT L. FLOWERS
Assistant Secretary

By: Harry J. Clevor

Print Name HARRY J. CLEVOR, JR

Title VICE PRESIDENT

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