


This instrument was prepared by:

Gwen L. Windle, Esq.  
Haskell Slaughter Young & Rediker, LLC  
1400 Park Place Tower  
2001 Park Place North  
Birmingham, Alabama 35203

  
20080912000363440 1/6 \$291.00  
Shelby Cnty Judge of Probate, AL  
09/12/2008 02:14:14PM FILED/CERT

## MEMORANDUM of LEASE

THIS MEMORANDUM of LEASE (the "Memorandum") is executed effective as of September, 1, 2008(the "Effective Date"), by and between **BURNIE HIGGINBOTHAM, SR. AND VIOLA HIGGINBOTHAM** is P.O. Box 223, Mount Olive Road, Mount Olive, Alabama ("Lessor"), and **HIGGINBOTHAM OIL COMPANY, INC.**, an Alabama corporation ("Lessee"), whose address is whose address is P.O. Box 1807, Pelham, Alabama 35124 .

### PRELIMINARY STATEMENT:

Lessor and Lessee entered into that certain lease (the "Lease") executed by each party as of September 1, 2008, whereby Lessor has leased to Lessee, and Lessee has rented and leased from Lessor, on and subject to the terms, provisions and conditions of the Lease, the real property described more particularly in the legal description attached hereto as Exhibit A and incorporated herein by this reference (the "Premises"). Unless otherwise expressly provided herein, all defined terms used in this Memorandum shall have the same meanings as are ascribed to such terms in the Lease.

NOW, THEREFORE, Lessor and Lessee hereby make specific reference to the following terms, provisions and conditions of the Lease:

1. In consideration of the rentals and other sums to be paid by Lessee and of the other terms, covenants and conditions on Lessee's part to be kept and performed pursuant to the Lease, Lessor leases to Lessee, and Lessee takes and hires, the Premises. The term of the Lease commenced on September 1, 2008 and expires on August 31, 2018, unless extended as provided below or terminated sooner as provided in the Lease. The rent for the term is \$3000 per month.
2. Provided that the Lessee is not in default of its obligations under the Lease, Lessee shall have one option to extend the term of the Lease for an additional period of ten (10) years each on the terms and conditions set forth in the Lease.

*Attention Recording Office: Tax calculation:  $\$3000 \times 12 \times 10 \text{ years} = \$360,000 \times 73.6 = \$264.196$*

3. Original copies of the Lease are in the possession of Lessor and Lessee. The Lease contains other terms not herein set forth but which are incorporated by reference herein for all purposes, and this Memorandum is executed for the purpose of placing parties dealing with the Premises on notice of the existence of the Lease and, where appropriate, its contents, and shall ratify and confirm all other terms of the Lease as fully as if the same had been set forth herein. Additional information concerning the terms of the Lease can be obtained from Lessor or Lessee at the addresses set forth above.

4. This Memorandum is intended for recording purposes only, and does not modify, supersede, diminish, add to or change all or any of the terms of the Lease in any respect.

5. This Memorandum is recorded in connection with the granting by the Lessee of a leasehold mortgage on the Premises to Superior Bank, which is by execution hereof, consented to and approved by the Lessor.

6. This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original.

[REMAINDER of THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be delivered as of the Effective Date.

LESSOR:

Burnie Higginbotham Sr.  
Burnie Higginbotham, Sr.

Burnie Higginbotham Sr.  
Burnie Higginbotham, Sr., as attorney-in-fact  
For Viola Higginbotham

STATE OF ALABAMA )  
:  
Shelby COUNTY )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that **BURNIE HIGGINBOTHAM, SR.**, whose name 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 said instrument, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal, this 9<sup>th</sup> day of September, 2008.

[ NOTARIAL SEAL ]

Charles M. Hardin  
Notary Public

Print Name: Charles M. Hardin

My Commission Expires: Apr 14, 2012  
NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
BONDED THRU NOTARY PUBLIC UNDERWRITERS



20080912000363440 4/6 \$291.00  
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STATE OF ALABAMA )  
: )  
Shelby COUNTY )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that **BURNIE HIGGINBOTHAM, SR.**, as attorney-in-fact for **VIOLA HIGGINBOTHAM**, whose name 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 said instrument, he executed the same as said attorney-in-fact voluntarily on the day the same bears date.

GIVEN under my hand and seal, this 9<sup>th</sup> day of September, 2008.

[ NOTARIAL SEAL ]

Charles M. Hardin  
Notary Public

Print Name: Charles M. Hardin

My Commission Expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Apr 14, 2012  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

LESSEE:

HIGGINBOTHAM OIL COMPANY, INC.,

By: [Signature]  
Printed Name: Burnie Higginbotham  
Its: President

STATE OF ALABAMA     )  
                                  :  
COUNTY Shelby     )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that **BURNIE HIGGINBOTHAM, JR.**, whose name as President of Higginbotham Oil Company, Inc., an Alabama corporation, 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and seal, this 9<sup>th</sup> day of September, 2008.


[ NOTARIAL SEAL ]

Charles M. Hardin  
Notary Public

Print Name Charles M. Hardin

My Commission Expires: Apr 14, 2012  
NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Apr 14, 2012  
~~BONDED THRU NOTARY PUBLIC UNDERWRITERS~~

## Exhibit A

  
20080912000363440 6/6 \$291.00  
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### PARCEL V:

A parcel of land situated in the Southeast  $\frac{1}{4}$  of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of said Southeast  $\frac{1}{4}$  and run along the South line of said  $\frac{1}{4}$  for a distance of 1826.71 feet; thence leaving said South line turn an exterior angle to the right of  $57^{\circ}00'07''$  and run in a Northwesterly direction for a distance of 1246.66 feet to the Point of Beginning, said point also being a set capped rebar stamped GSA CA-560-LS; thence turn an exterior angle to the right of  $179^{\circ}51'10''$  and run in a Northwesterly direction for a distance of 373.65 feet to a found  $\frac{5}{8}''$  rebar, said point also being on the Southeasterly right of way line of Alabama State Highway 119(200' ROW); thence turn an interior angle to the left of  $88^{\circ}42'48''$  and run in a Northeasterly direction along said Southeasterly right of way line for a distance of 161.52 feet to a found  $\frac{5}{8}''$  rebar; thence leaving said Southeasterly right of way line turn an interior angle to the left of  $89^{\circ}49'44''$  and run in a Southeasterly direction for a distance of 374.06 feet to a found cross; thence turn an interior angle to the left of  $89^{\circ}59'00''$  and run in a Southwesterly direction for a distance of 152.01 feet to the Point of Beginning.

Shelby County, AL 09/12/2008  
State of Alabama  
Deed Tax: \$265.00