

This instrument was prepared by:


20080912000363460 1/7 \$110.00
Shelby Cnty Judge of Probate, AL
09/12/2008 02:14:16PM FILED/CERT

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

MEMORANDUM of LEASE

THIS MEMORANDUM of LEASE (the "Memorandum") is executed effective as of September, 10 2008(the "Effective Date"), by and between **ANDRESS COMPANY, INC.**, an Alabama corporation, whose address is 3112 Ryecroft Road, Birmingham, Alabama 35223-2716("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 on August 7, 2001, 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 December 1, 2005 and expires on November 30, 2010, unless extended as provided below or terminated sooner as provided in the Lease.
2. Provided that the Lessee is not in default of its obligations under the Lease, Lessee shall have two separate options to extend the term of the Lease for an additional period of five (5) years each on the terms and conditions set forth in the Lease.
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:

ANDRESS COMPANY, INC.,

By: HR Andress III
Printed Name: HARRY R ANDRESS III
Its: President

STATE OF ALABAMA)

COUNTY Jefferson)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby
certify that HR Andress III, whose name as President of Andress 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/she, 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 10th day of September, 2008.

[NOTARIAL SEAL]

Jennifer C. Speegle
Notary Public

Print Name Jennifer C. Speegle

My Commission Expires: 11-08-2010

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 10 day of September, 2008.

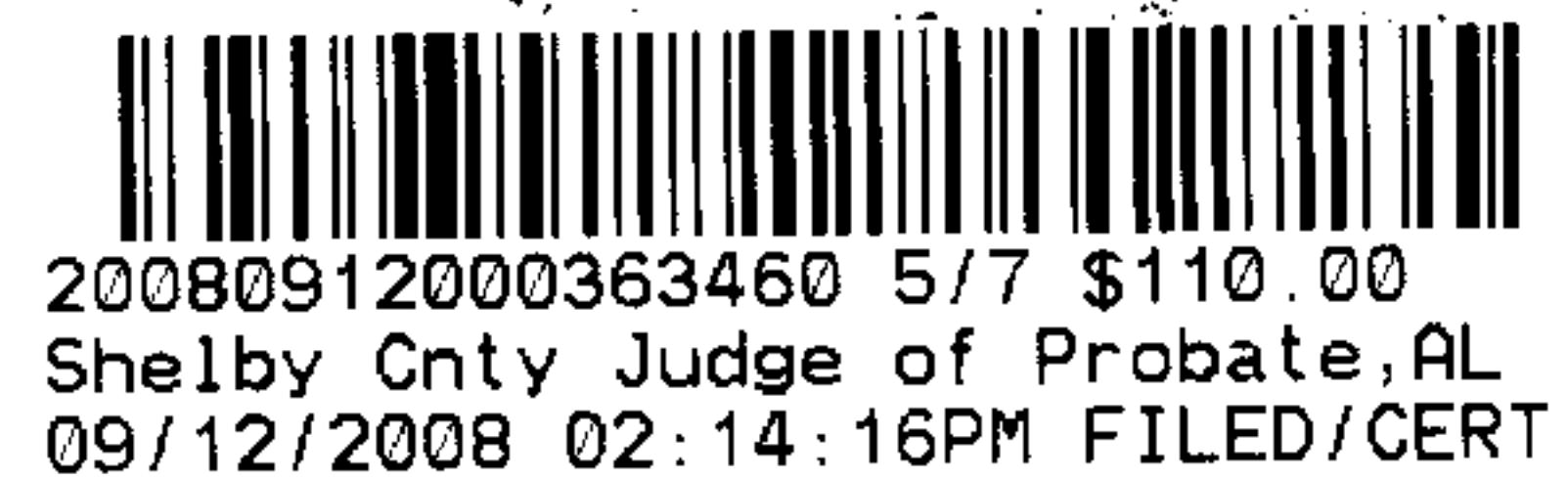
[NOTARIAL SEAL]

Charles M. Hardin
Notary Public

Print Name Charles M Hardin

My Commission Expires: _____

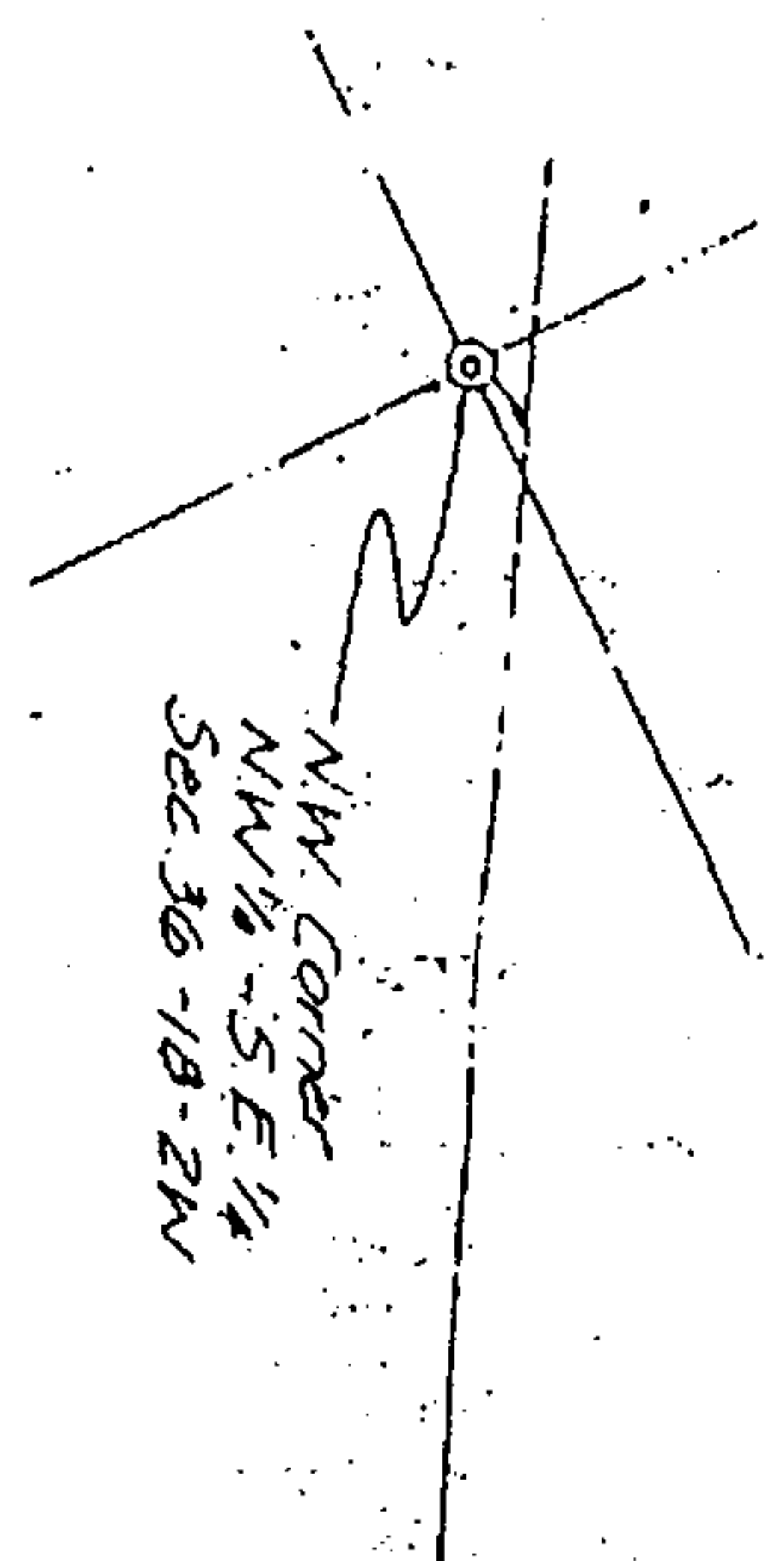
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Apr 14, 2012
BONDED THRU NOTARY PUBLIC UNDERWRITERS



Containing 4,897.48 square feet or 0.112 acre.

BH the





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U.S. HIGHWAY # 280

SECTION OF ALABAMA
 COUNTY

I, Walter Schoel, Jr., a registered Civil Engineer and Land Surveyor of Birmingham, Alabama do hereby certify that the foregoing is a true and correct plat or map of a survey made by me of a parcel of land situated in the N.W. 1/4 of the S.W. 1/4 of Section 36, Township 18 South, Range 2 West, being more particularly described as follows:

PARCEL "E"

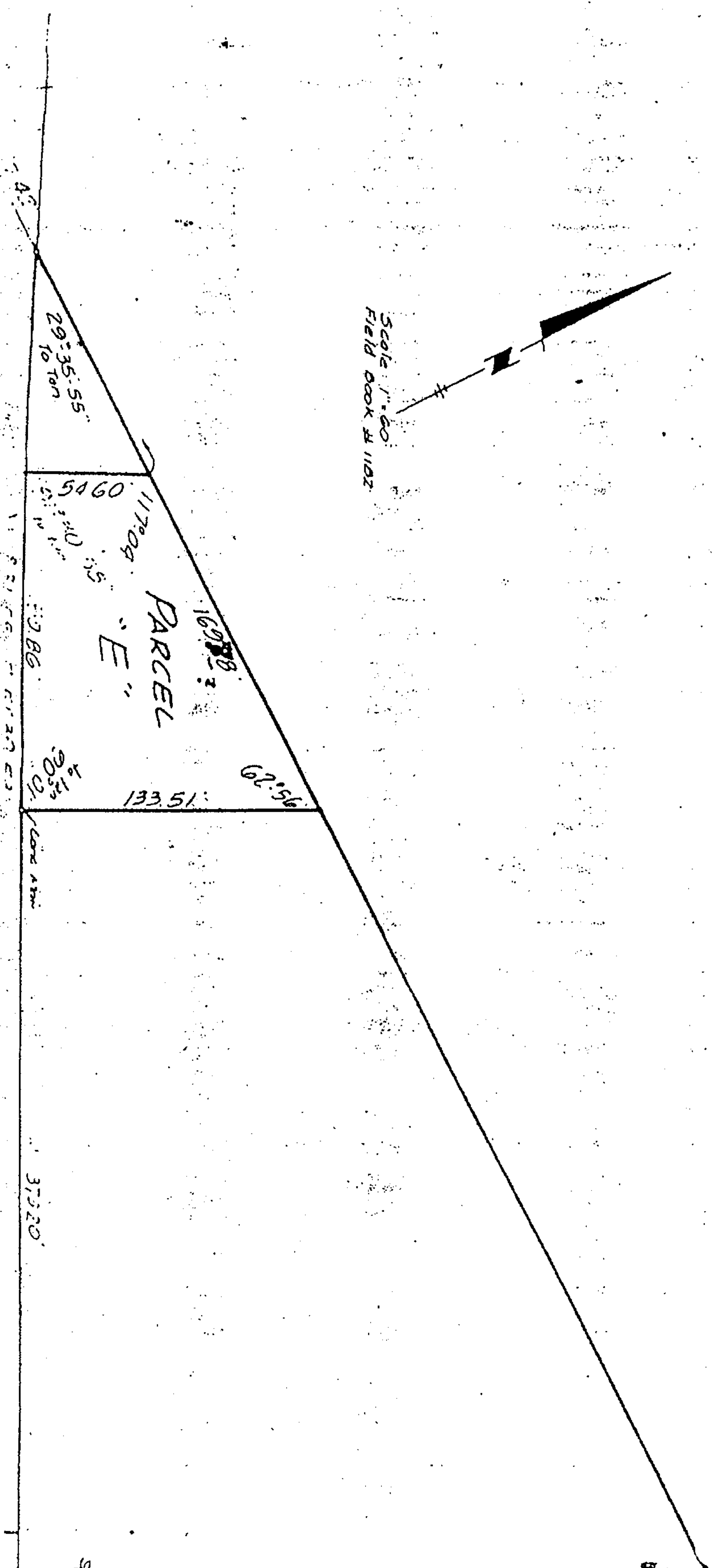
Commence at the Northwest corner of the N.W. 1/4 of the S.W. 1/4 of Section 36, Township 18 South, Range 2 West and run a northerly direction along the northerly line of said 1/4-section a distance of 305.42 feet to the point of beginning; thence continue along the last stated course a distance of 169.28 feet to a point; thence 117° 04' to the right in a southeasterly direction a distance of 133.51 feet to a point on the northeasterly right of way line of U.S. Highway No. 280; said point 133.51 feet to the right having a central angle of 10° 31' 58" and a radius of 5639.58 feet; thence 89° 59' to the right (angle measured to tangent) and run along the arc of said curve to the right and along said right of way line for a distance of 156.3 feet to a point; thence 88° 29' 02" to the right (angle measured to tangent) in a northwesterly direction a distance of 57 feet to the point of beginning.

Containing 14,260.40 square feet or 0.327 acres.

Walter Schoel, Jr., 1978

Walter Schoel, Jr.
 Walter Schoel, Jr., Ala. Reg. No. 36002

EXHIBIT A "2"



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Shelby County, AL 09/12/2008
State of Alabama
Deed Tax: \$81.00