

THIS INSTRUMENT WAS PREPARED BY:

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P. O. Box 306  
Birmingham, AL 35201

STATE OF ALABAMA )

COUNTY OF SHELBY )

### MEMORANDUM OF LEASE

This Memorandum of Ground Lease (the "**Memorandum of Lease**") is made by and between **Sherman Industries, Inc.**, an Alabama corporation ("**Landlord**") and **Hanson Pipe and Products Southeast, Inc.**, a Delaware corporation ("**Tenant**") as of December 1, 2006.

### RECITALS:

Landlord and Tenant entered into a Lease and Option Agreement dated as of December 1, 2006 (the "**Lease**") pursuant to which Lessee leased from Lessor the land in Shelby County, Alabama described on **Exhibit A** attached hereto and made a part hereof (the "**Leased Premises**"). Landlord and Tenant have executed and recorded this Memorandum of Lease for the purpose of giving public notice of the existence of the Lease and its contents.

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable consideration, all as more particularly set forth in the Lease, Landlord and Tenant do hereby state and agree as follows:

1. **Term.** The term of the Lease began on December 1, 2006 and expires at midnight on November 30, 2105 (the "**Term**").
2. **Option.** The Lease grants Tenant an option to purchase the Leased Premises.
3. **Easements.** The Lease reserves and establishes to Landlord, and Landlord's successors and assigns, and all of their respective agents, employees and contractors, a non-exclusive easement for purposes of pedestrian and vehicular ingress, egress and passage across, on, over, through and upon the portion of the Leased Premises described on **Exhibit B** attached hereto and made a part hereof.
4. **Incorporation of Terms.** All of the terms and provisions contained in the Lease are hereby ratified and confirmed and are incorporated herein by reference in the same manner and to the same extent as if all of such terms and provisions were expressly

set forth herein; and nothing contained in this Memorandum of Lease shall alter, modify or amend in any manner whatsoever any of the terms or provisions contained in the Lease.

5. **Counterparts.** This Memorandum of Lease may be executed in multiple counterparts, each of which shall be an original and which taken together, shall constitute one Memorandum of Lease.

**[Remainder of Page Intentionally Left Blank.]**  
**[Landlord and Tenant Signatures on Next Page.]**

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Lease to be executed as of the day and year first above written.

**LANDLORD:**

**SHERMAN INDUSTRIES, INC.**

By: [Signature]  
Print Name: FRANK ANDERSON  
Its: President

**TENANT:**

**HANSON PIPE AND PRODUCTS SOUTHEAST, INC.**

By: [Signature]  
Print Name: Daniel L. Green  
Its: V.P.

[Notarial Acknowledgments of Landlord and Tenant Signatures on Next Page.]



STATE OF ALABAMA )

COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Frank Anderson, whose name as President of **Sherman Industries, Inc.**, a 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 foregoing instrument, s/he, in her/his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 1<sup>st</sup> day of December, 2006.

[NOTARIAL SEAL]

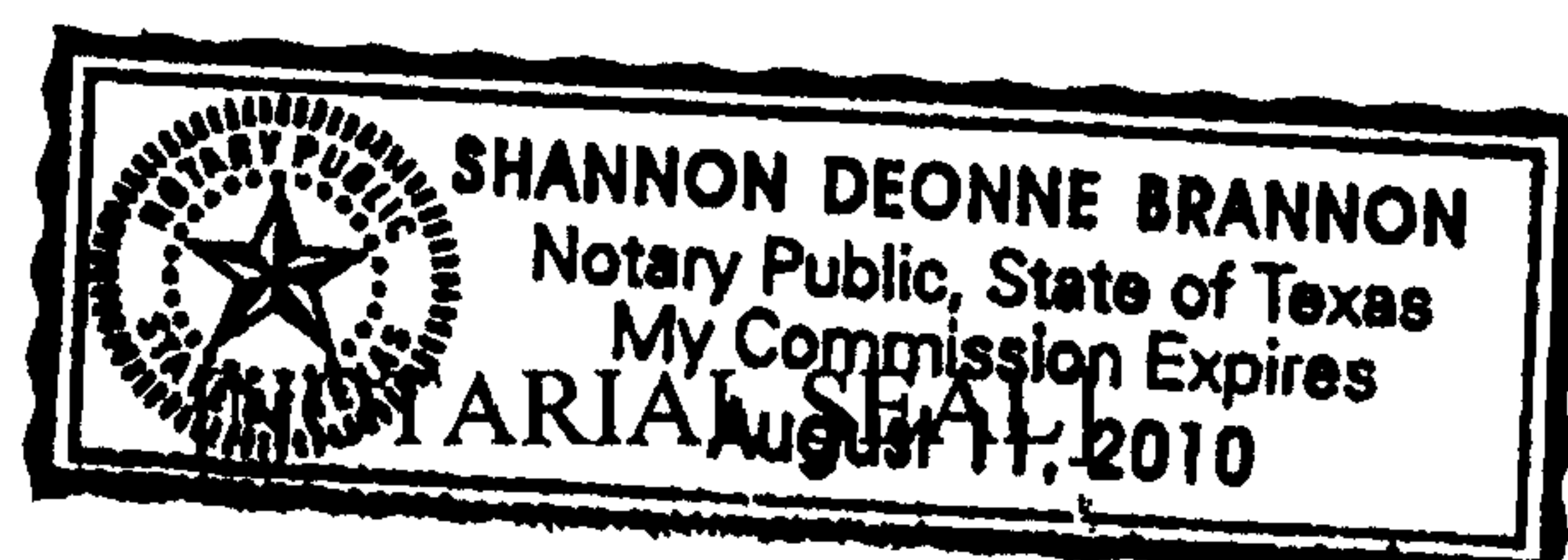
[Signature]  
Notary Public  
My commission expires: 7/2/09

Texas  
STATE OF ~~ALABAMA~~ )

COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Daniel L. Grant, whose name as Vice President of **Hanson Pipe and Products Southeast, Inc.**, a 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 foregoing instrument, s/he, in her/his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 1<sup>st</sup> day of December, 2006.



Shannon Deonne Brannon  
Notary Public  
My commission expires: 2010

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Lease to be executed as of the day and year first above written.

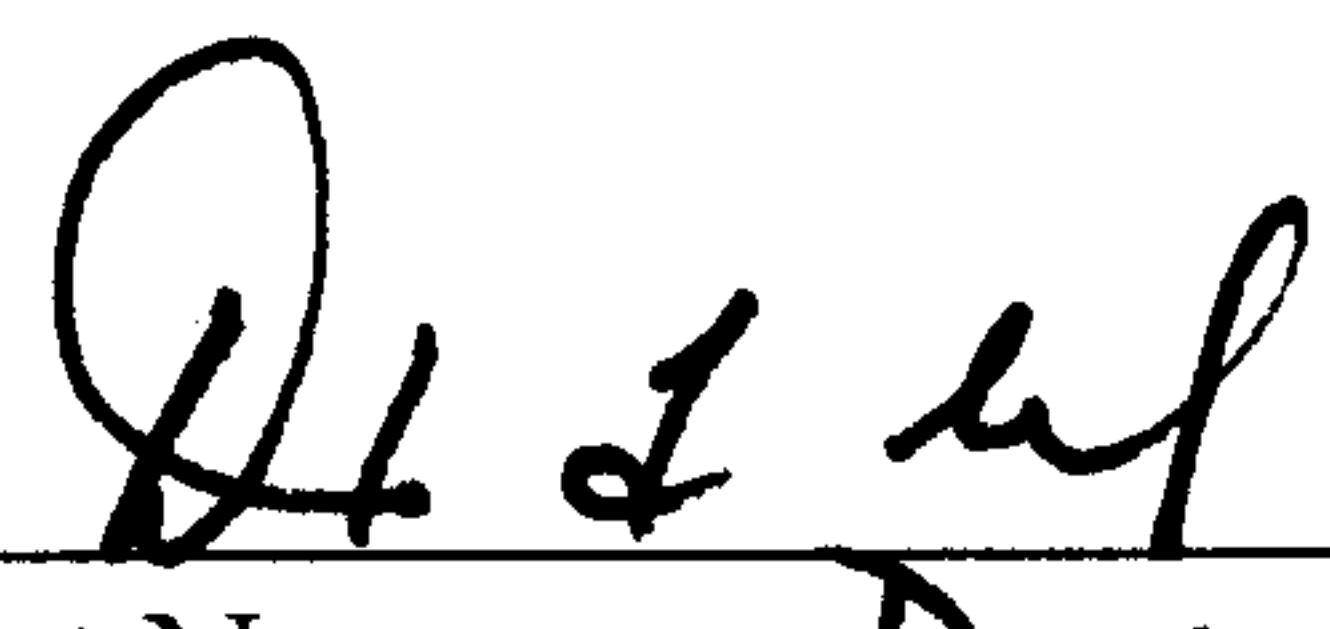
**LANDLORD:**

**SHERMAN INDUSTRIES, INC.**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**TENANT:**

**HANSON PIPE AND PRODUCTS SOUTHEAST,  
INC.**

By:   
Print Name: Daniel L Grant  
Its: V.P.

[Notarial Acknowledgments of Landlord and Tenant Signatures on Next Page.]



STATE OF ALABAMA )

COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of **Sherman Industries, Inc.**, a 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 foregoing instrument, s/he, in her/his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the \_\_\_\_\_ day of December, 2006.

[NOTARIAL SEAL]

\_\_\_\_\_  
Notary Public

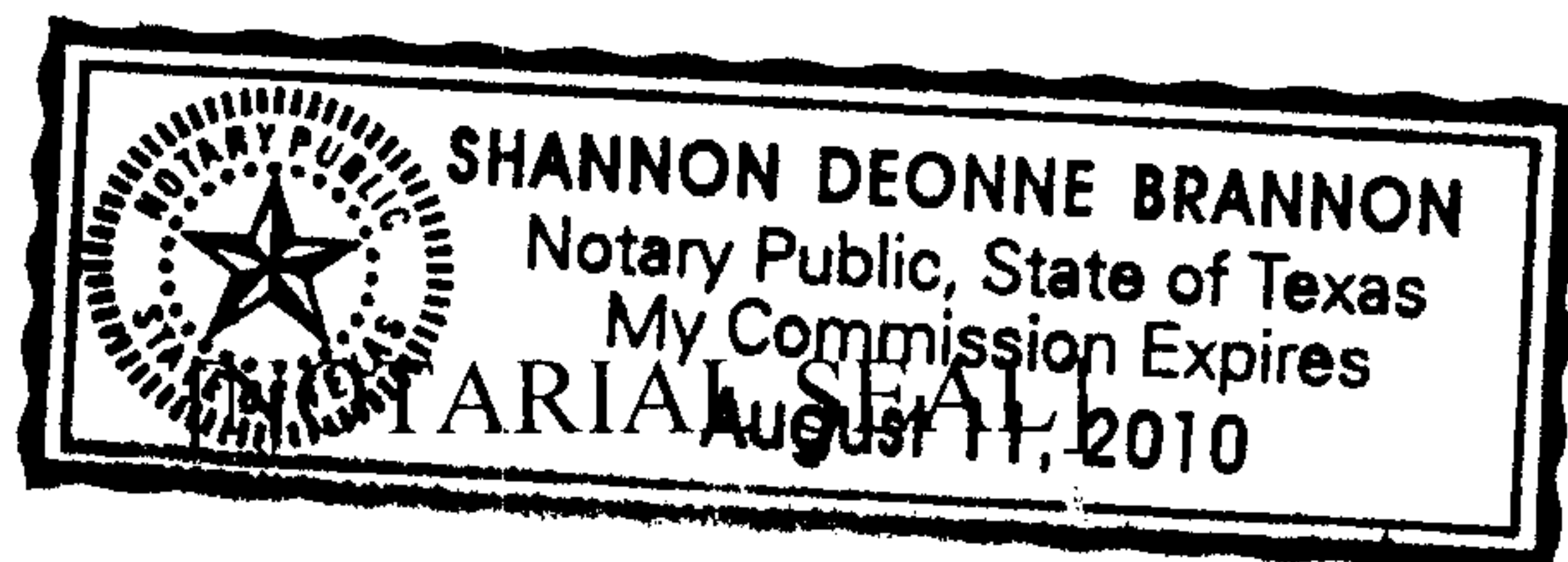
My commission expires: \_\_\_\_\_

~~STATE OF ALABAMA~~ <sup>Texas</sup> )

COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Daniel L. Grant, whose name as Vice President of **Hanson Pipe and Products Southeast, Inc.**, a 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 foregoing instrument, s/he, in her/his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 13<sup>th</sup> day of December, 2006.



Shannon Deonne Brannon  
Notary Public  
My commission expires: 2010



20070212000065610 7/8 \$307.00  
Shelby Cnty Judge of Probate, AL  
02/12/2007 02:50:41PM FILED/CERT

## **EXHIBIT A**

### **Description of Leased Premises**

Lot 2 of the Plat of Sherman Industries, Inc. Subdivision at Pelham Industrial Park, a Commercial Subdivision situated in the North Half of Section 14, Township 20 South, Range 3 West, City of Pelham, Shelby county, Alabama, as the same was filed for record on June 1, 2005, in the Office of the Judge of Probate of Shelby County, Alabama, in Map Book 35 at Page 38.



**Exhibit B**

**Description of Easement Area**

**Variable Width Easement:**

Commence at the Southeasternmost corner of Lot 2 as shown on Final Plat of Sherman Industries, Inc. Subdivision of Pelham Industrial Park as recorded in Map Book 35, Page 38 in the City of Pelham, Shelby County, Alabama; said point also being a point on the Northerly right of way of Industrial Park Drive, and the point of curve of a non tangent curve to the left, said curve having a radius of 2,063.57 feet and a central angle of 0 degrees, 56 minutes, 4 seconds; thence in a Westerly direction along the arc of said curve and said right of way a distance of 33.65 feet; thence in a Westerly direction and tangent to said curve a distance of 228.11 to the point of curve of a non tangent curve to the right, said curve having a radius of 597.58 feet and a central angle of 18 degrees, 14 minutes, 22 seconds; then in a Westerly direction along the arc of said curve and said right of way a distance of 190.23 feet to the point of a reverse curve to the left, said curve having a radius of 298.71 feet and a central angle of 20 degrees, 43 minutes, 58 seconds; thence Westerly along the arc of said curve and said right of way, a distance of 108.09 feet to the POINT OF BEGINNING; thence from tangent of said curve and leaving said right of way turn left an angle of 11 degrees, 21 minutes, 22 seconds and run Westerly a distance of 172.61 feet; thence turn right 10 degrees, 56 minutes, 30 seconds and run Westerly a distance of 18.61 feet; thence turn left 3 degrees, 51 minutes, 30 seconds and run Westerly a distance of 457.34 feet; thence turn right 3 degrees, 12 minutes, 55 seconds and run Westerly a distance of 89.29 feet; thence turn left 1 degree, 20 minutes, 7 seconds and run Westerly a distance of 77.46 feet; thence turn left 5 degrees, 57 minutes, 26 seconds and run Westerly a distance of 144.79 feet to a point on the West line of said Lot 2; thence turn left 84 degrees, 34 minutes, 5 seconds and run Southerly along said West line a distance of 25.11 feet; thence turn left 95 degrees, 28 minutes, 39 seconds and leaving said West line run Easterly a distance of 222.06 feet; thence turn right 7 degrees, 22 minutes, 57 seconds and run Easterly a distance of 89.38 feet; thence turn left 2 degrees, 15 minutes, 22 seconds and run Easterly a distance of 457.08 feet; thence turn right 2 degrees, 51 minutes, 17 seconds right and run Easterly a distance of 20.21 feet; thence turn left 11 degrees, 5 minutes, 14 seconds and run Easterly a distance of 170.57 feet; thence turn left 78 degrees, 56 minutes, 30 seconds and run Northerly a distance of 25.00 feet to THE POINT OF BEGINNING.

Shelby County, AL 02/12/2007  
State of Alabama

Deed Tax: \$275.00