


STATE OF ALABAMA)
 :
ST. CLAIR COUNTY)
SHELBY COUNTY)


20070430000198650 1/4 \$20.00
Shelby Cnty Judge of Probate, AL
04/30/2007 02:13:23PM FILED/CERT

MEMORANDUM OF OPTION

THIS MEMORANDUM OF OPTION is made and entered into this 23rd day of April, 2007, by and between MCRHEE HUGGHINS and wife, FAYE P. HUGGHINS (together, "Seller"), and DESOTO PINES, LLC, a Delaware limited liability company ("Buyer").

R E C I T A L S:

Seller and Buyer have heretofore entered into an Option to Purchase dated of even date herewith (the "Option Agreement") pursuant to which Seller has granted to Buyer an option (the "Option") to purchase that certain real property situated in St. Clair and Shelby Counties, Alabama (the "Property") owned by Seller which is more particularly described on Exhibit A attached hereto and incorporated herein.

Seller and Buyer wish to set forth in this Memorandum their agreement that the Property is subject to the purchase rights created in favor of Buyer pursuant to the terms and provisions of the Option Agreement.

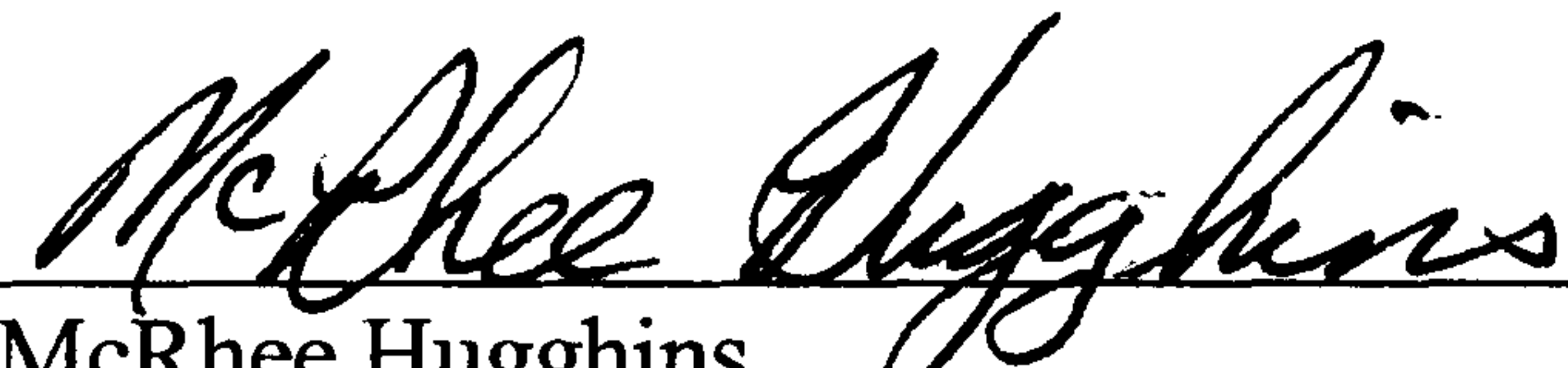
NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer do hereby acknowledge and agree that Seller has granted to Buyer the option to purchase the Property subject to and upon the terms and conditions set forth in the Option Agreement.

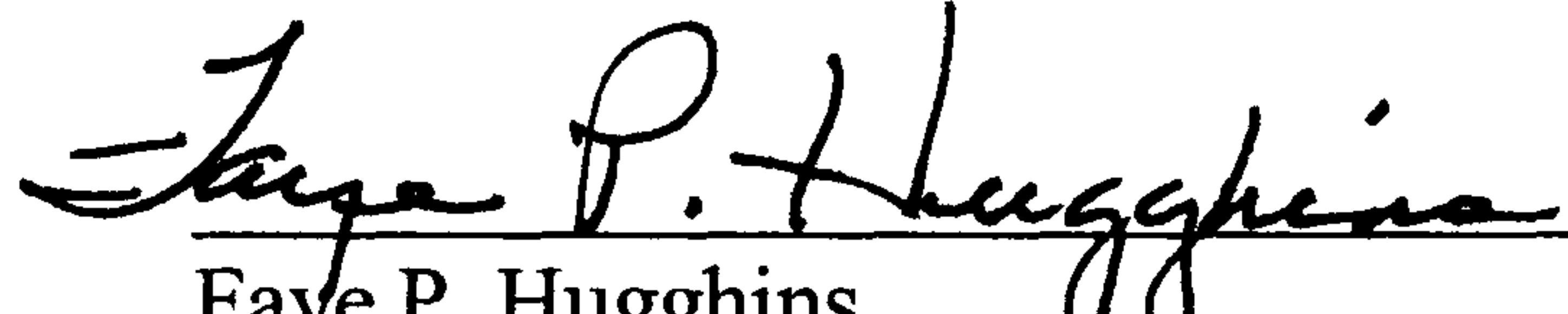
The term of the Option expires on August 23, 2007, subject to extension for an additional period of 120 days.

The purpose of this Memorandum is to give notice of the existence of the Option Agreement affecting the title to the Property. In the event of any conflict or ambiguity between the terms and provisions set forth in this Memorandum and the Option Agreement, the terms and provisions of the Option Agreement shall at all times control.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

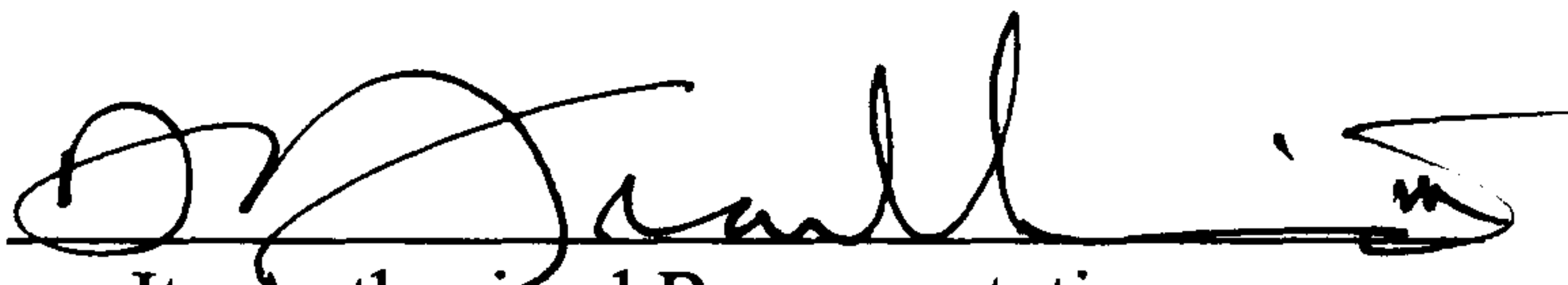
SELLER:


McRhee Huggins


Faye P. Huggins

BUYER:

DESOTO PINES, LLC

By: 
Its Authorized Representative

Prepared by:

Meade Whitaker, Jr.
1819 Fifth Avenue North
Birmingham, AL 35103



20070430000198650 3/4 \$20.00
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STATE OF ALABAMA)
)
)
 COUNTY OF Covington)

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that MCRHEE HUGGHINS and wife, FAYE P. HUGGHINS, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 23rd day of April, 2007.

[Signature]
 Notary Public

My Commission Expires: 6-26-08



STATE OF ALABAMA)
)
)
 JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that DN Frankin Sm whose name as Authorized Representative of DESOTO PINES, LLC, a Delaware 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 the instrument, he, as such Authorized Representative and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal of office this 23rd day of April, 2007.

[Signature]
 Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
 MY COMMISSION EXPIRES: Oct 31, 2009
 BONDED THRU NOTARY PUBLIC UNDERWRITERS
 My Commission Expires: _____



EXHIBIT A

LEGAL DESCRIPTION

The South Half of the South Half of the Northeast Quarter ($S \frac{1}{2}$ of $S \frac{1}{2}$ of $NE \frac{1}{4}$), the South Half of the Southeast Quarter of the Northwest Quarter ($S \frac{1}{2}$ of $SE \frac{1}{4}$ of $NW \frac{1}{4}$), the Southwest Quarter of the Northwest Quarter ($SW \frac{1}{4}$ of $NW \frac{1}{4}$), the Northwest Quarter of the Southwest Quarter ($NW \frac{1}{4}$ of $SW \frac{1}{4}$), all of the Northeast Quarter of the Southwest Quarter ($NE \frac{1}{4}$ of $SW \frac{1}{4}$) lying North and West of the centerline of Kelly Creek, all of the North Half of the Southeast Quarter ($N \frac{1}{2}$ of $SE \frac{1}{4}$) lying North of the centerline of Kelly Creek, all of the Southwest Quarter of the Southwest Quarter ($SW \frac{1}{4}$ of $SW \frac{1}{4}$) lying North and East of the centerline of Kelly Creek, all of the Southeast Quarter of the Southwest Quarter ($SE \frac{1}{4}$ of $SW \frac{1}{4}$) lying North and West of the centerline of Kelly Creek; all being in Section 19, Township 18 South, Range 3 East, St. Clair County, Alabama.

Also all of the Northeast Quarter of the Northwest Quarter ($NE \frac{1}{4}$ of $NW \frac{1}{4}$) of Section 30, Township 18 South, Range 3 East, lying North of the centerline of Kelly Creek.

From the true NE corner of Section 24, Township 18 South, Range 2 East, run thence South along the accepted East boundary of said Section 24 and the dividing line between Shelby County and St. Clair County a distance of 1949.66 feet to the point of beginning of herein described parcel of land; thence continue along said course a distance of 811.52 feet to a point at an accepted fence corner; thence turn 93 degrees 10 minutes 28 seconds right and run along an accepted fence line a distance of 1,276.29 feet; thence turn 122 degrees 36 minutes 12 seconds right and run 422.67 feet to a point in the center of a 30.0 foot easement for ingress and egress and utilities; thence turn 81 degrees 30 minutes 58 seconds right and run 79.75 feet along said easement centerline; thence turn 17 degrees 10 minutes 9 seconds left and run 80.82 feet along said easement centerline; thence turn 08 degrees 32 minutes 49 seconds left and run 419.91 feet along said easement centerline; thence turn 03 degrees 38 minutes 23 seconds left and run 150.34 feet along said easement centerline; thence turn 67 degrees 38 minutes 24 seconds left and run 533.05 feet; thence turn 90 degrees 00 minutes right and run 129.95 feet to the point of beginning of herein described parcel of land, containing 11.25 acres.

ALSO, a nonexclusive 30.0 foot easement for ingress and egress and utilities extending 15 feet on either side of the centerline described above and continuing along a segment beginning at the NW corner of the preceding described parcel of land, front sighting the SW corner thereof and turning 95 degrees 42 minutes 13 seconds right and proceed along the centerline of said 30.0 foot easement a distance of 150.74 feet to a point of termination in the centerline of U.S. Highway #231.