


**EXHIBIT B**

**PREPARED BY AND RETURN TO:**  
**ROBERT O. BURTON, P.C.**  
**341 S. CHESTNUT ST.**  
**PRATTVILLE, AL 36067**  
**(334) 365-2686**

*no Tax Due only*  
*Recording Fees per*  
*discussion w/ Shelby*  
*County Probate Court*

  
20071024000493100 1/4 \$20.00  
Shelby Cnty Judge of Probate, AL  
10/24/2007 03:27:39PM FILED/CERT

SPACE ABOVE THIS LINE FOR  
RECORDER'S USE

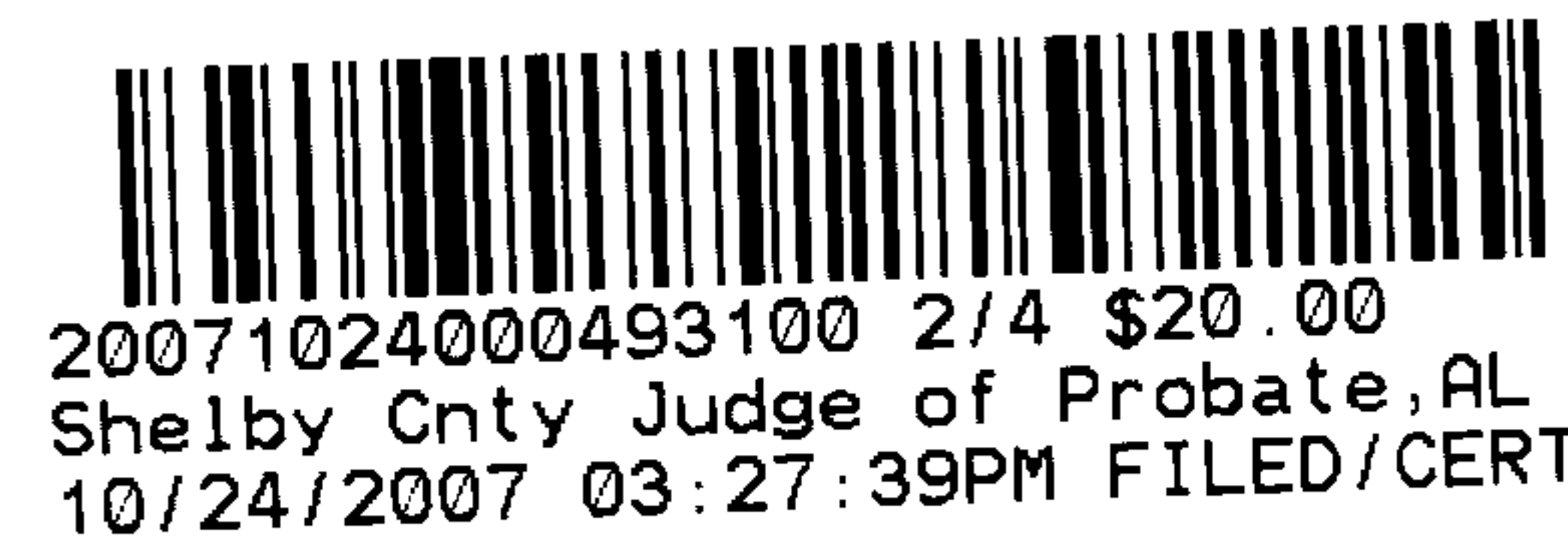
**MEMORANDUM OF LEASE**

This is a Memorandum of Lease by and between **KENDRICK PROPERTIES, L.L.C.**, an Alabama Limited Liability Company (hereinafter referred to as "Landlord"), and **TRIGREEN EQUIPMENT, L.L.C.**, an Alabama Limited Liability Company (hereinafter referred to as "Tenant"). Landlord has granted Tenant a lease which includes, among others, the following provisions:

1. Date of Lease: March 1, 2007.
2. Description of leased Premises: See Exhibit "A" attached hereto.
3. Lease Commencement Date: March 1, 2007.
4. Term: Four (4) Years.
5. The Lease contains the following provision:

**Liens.** All persons are put on notice of the fact that the Tenant under no circumstances shall have the power to subject the interest of the Landlord in the Premises to any mechanic's or materialman's lien or liens of any kind. All persons who hereafter, during the life of this Lease, may furnish work, services or materials to the Premises upon the request or order of the Tenant or any person claiming under, by or through the Tenant, must look wholly to the interest of the Tenant and not to that of the Landlord. Tenant covenants and agrees with Landlord that Tenant will not permit or suffer to be filed or claimed against the interest of the Landlord in the Premises during the continuance of this Lease, any lien or liens of any kind by any person claiming under, by, through or against the Tenant; and if any such lien is claimed or filed, it shall be the duty of the Tenant, within sixty (60) days after the claim of lien or suit claiming a lien has been filed, to cause the Premises to be released from such claim, either through payment or through bonding with corporate surety or through the deposit into court, pursuant to statute, of the necessary sums of money, or in any other way that will effect the release of the Landlord's interest in the Premises from such claim.

The purpose of this Memorandum of Lease is to give record notice of the Lease and of the



rights created thereby, all of which are hereby confirmed.

**IN WITNESS WHEREOF**, the above-named parties execute this Memorandum of Lease with full acceptance of the responsibilities and obligations stated herein and in the Lease and with full intention to adhere to these terms and agreements.

Signed, Sealed and Delivered  
In the Presence of:

KENDRICK PROPERTIES, L.L.C.  
AN ALABAMA LIMITED  
LIABILITY COMPANY  
LANDLORD

  
SIGNATURE OF WITNESS

Robert O. Burton  
PRINTED NAME OF WITNESS

  
MICHAEL W. KENDRICK, MANAGER

STATE OF ALABAMA

COUNTY OF AUTAUGA

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that MICHAEL W. KENDRICK, whose name is signed to the foregoing Memorandum as Manager of KENDRICK PROPERTIES, L.L.C., and who is known to me, acknowledged before me on this day that, being informed of the contents of the Memorandum, he, as such Manager, executed the same voluntarily and with full authority for and as the act of said Alabama Limited Liability Company as of the date of this acknowledgment.

GIVEN under my hand and official seal this 9<sup>th</sup> day of April, 2007.

SEAL

  
NOTARY PUBLIC


My Commission Expires: 2-21-2011

Signed, Sealed and Delivered  
In the Presence of:

TRIGREEN EQUIPMENT, L.L.C.  
AN ALABAMA LIMITED  
LIABILITY COMPANY  
TENANT


  
SIGNATURE OF WITNESS

DEBORAH Light  
PRINTED NAME OF WITNESS

  
Mike Underwood, MANAGER



STATE OF ALABAMA

COUNTY OF Limestone  
20071024000493100 3/4 \$20.00  
Shelby Cnty Judge of Probate, AL  
10/24/2007 03:27:39PM FILED/CERT

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Mike Underwood, whose name is signed to the foregoing Memorandum as Manager of TRIGREEN EQUIPMENT, L.L.C., and who is known to me, acknowledged before me on this day that, being informed of the contents of the Memorandum, he, as such Manager, executed the same voluntarily and with full authority for and as the act of said Alabama Limited Liability Company as of the date of this acknowledgment.

GIVEN under my hand and official seal this 28<sup>th</sup> day of February, 2007.

Danae Pearson  
NOTARY PUBLIC  
My Commission Expires: 4/18/2010

SEAL



20071024000493100 4/4 \$20.00  
Shelby Cnty Judge of Probate, AL  
10/24/2007 03:27:39PM FILED/CERT

# EXHIBIT A

**THIS INSTRUMENT PREPARED BY:**

Robert O. Burton, Attorney at Law  
341 South Chestnut Street  
Prattville, AL 36067  
(334) 365-2686

**SEND TAX NOTICE TO:**

Kendrick Properties, L.L.C.  
201 Rogers Lane  
Prattville, AL 36067

STATE OF ALABAMA  
COUNTY OF SHELBY

**WARRANTY DEED**

647,000

KNOW ALL MEN BY THESE PRESENTS, that in consideration of One Hundred Dollars and other good and valuable consideration to the undersigned GRANTOR (whether one or more) in hand paid by the GRANTEE herein, the receipt whereof is acknowledged, RUSHING CORPORATION, an Alabama Corporation (herein referred to as GRANTOR) does grant, bargain, sell and convey unto KENDRICK PROPERTIES, L.L.C., an Alabama Limited Liability Company (herein referred to as GRANTEE), the following described real estate situated in Shelby County, Alabama to-wit:

Part of the NW ¼ of the NE ¼ of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows: From the Southwest corner of said NW ¼ of NE ¼ of Section 12, Township 20 South, Range 3 West, run in an Easterly direction along the South line of said ¼ ¼ Section for a distance of 627.74 feet; thence turn an angle to the left of 89 degrees 58 minutes 40 seconds and run in a Northerly direction for a distance of 130.10 feet; thence turn an angle to the right of 90 degrees 00 minutes 25 seconds and run in an Easterly direction for a distance of 318.04 feet to a point on the Westerly right of way line of U. S. Highway #31; thence turn an angle to the left of 64 degrees 07 minutes 50 seconds and run in a Northeasterly direction along said Westerly right of way line of U. S. Highway #31 for a distance of 39.26 feet to an existing iron pin being the point of beginning; thence continue along last mentioned course and along said right of way line for a distance of 130.0 feet to an existing iron pin; thence turn an angle to the left of 90 degrees 00 minutes 44 seconds and run in an Northwesterly direction for a distance of 249.86 feet to an existing iron pin; thence turn an angle to the left of 95 degrees 38 minutes 47 seconds and run in a southwesterly direction for a distance of 207.50 feet; thence turn an angle to the left of 105 degrees 00 minutes 54 seconds and run in a Southeasterly direction for a distance of 104.04 feet to an existing iron pin; thence turn an angle to the right of 5 degrees 38 minutes 59 seconds and run in a Southeasterly direction for a distance of 138.08 feet, more or less, to the point of beginning; being situated in Shelby County, Alabama.

The property described above is not the homestead of the Grantors or the Grantors' respective spouses.

This conveyance is made subject to restrictions, reservations and easements appearing of record which affect said property.

TO HAVE AND TO HOLD to the said GRANTEE, its successors and assigns, forever.

And it does for itself and for its successors and assigns covenant with the said GRANTEE, its successors and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that it has a good right to sell and convey the same as aforesaid; that it will and its successors and assigns shall warrant and defend the same to the GRANTEE, its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, it has hereunto set its hand and seal this 5<sup>th</sup> day of March, 2002.

RUSHING CORPORATION,  
An Alabama Corporation.

By:   
LANCE RUSHING, Its President

03/05/2002-12342  
03:15 AM 03/05/2002  
SHELBY COUNTY JUDGE OF PROBATE  
003 13 044.25