



20080611000239120 1/3 \$17.00  
Shelby Cnty Judge of Probate, AL  
06/11/2008 03:36:17PM FILED/CERT

This instrument prepared by:  
Bradley J. Sklar, Esq.  
Sirote & Permutt, P.C.  
2311 Highland Avenue South  
Birmingham, AL 35205

## AMENDMENT TO MEMORANDUM OF LEASE

**THIS AMENDMENT TO MEMORANDUM OF LEASE** (hereinafter, the "Amendment") is made as of this 1<sup>st</sup> day of June, 2008, by and between **Weatherby Manor, LLC**, an Alabama limited liability company ("Landlord") whose address is 100 Village Street, Birmingham, Alabama 35242; and **Seil Ho, LLC**, an Alabama limited liability company ("Tenant") whose address is 100 Village Street, Birmingham, Alabama 35242.

### RECITALS:

A. Landlord and Tenant have entered into a certain Lease Agreement ("Lease") dated July 1, 2007 as described in a Memorandum of Lease ("Memorandum") that was recorded as Instrument No. 20071017000483180 in the Shelby County Probate Office on October 17, 2007.

B. Landlord and Tenant amended the Lease on June 1, 2008.

C. Landlord and Tenant desire to execute this Amendment in order to give record notice of the Lease as amended and the rights created thereby.

**NOW, THEREFORE**, Landlord and Tenant do hereby acknowledge and agree that the Memorandum shall be amended as follows:

Section 5 of the Memorandum is hereby deleted in its entirety and the following is hereby substituted therefore:

5) **Renewal Options:** Tenant has six (6) five (5) year renewal options, which must be exercised by providing written consent.

This Amendment is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Lease, as amended, the terms of which are incorporated herein by reference, and the Lease, as amended, remains in full force and effect.

Except as specifically amended, modified or supplemented as set forth in this Amendment, the Memorandum shall continue to give record notice of the Lease as amended.

The rights and obligations set forth herein shall be binding upon and shall inure to the benefit of the parties hereto in their respective successors and assigns.

***[SIGNATURES ON FOLLOWING PAGE]***

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the date set forth above.

"Landlord:"

WEATHERBY MANOR, LLC

By: Harold W. Ripps

Name: Harold W. Ripps

Title: Member

STATE OF ALABAMA                    )  
                                              )  
COUNTY OF SHELBY                )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Harold W. Ripps, whose name as Member, of Weatherby Manor, LLC, an Alabama limited liability company, is signed to the foregoing amendment and who is known to me, acknowledged before me on this day that, being informed of the contents of the amendment, he, as such Member and with full authority, executed the same voluntarily for and as the act of said limited liability company as of the day the same bears date.

Given under my hand this 10 day of June, 2008.

Anderson Jackson  
Notary Public  
My Commission Expires: 10/14/10

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"Tenant:"

SEIL HO LLC

By: 

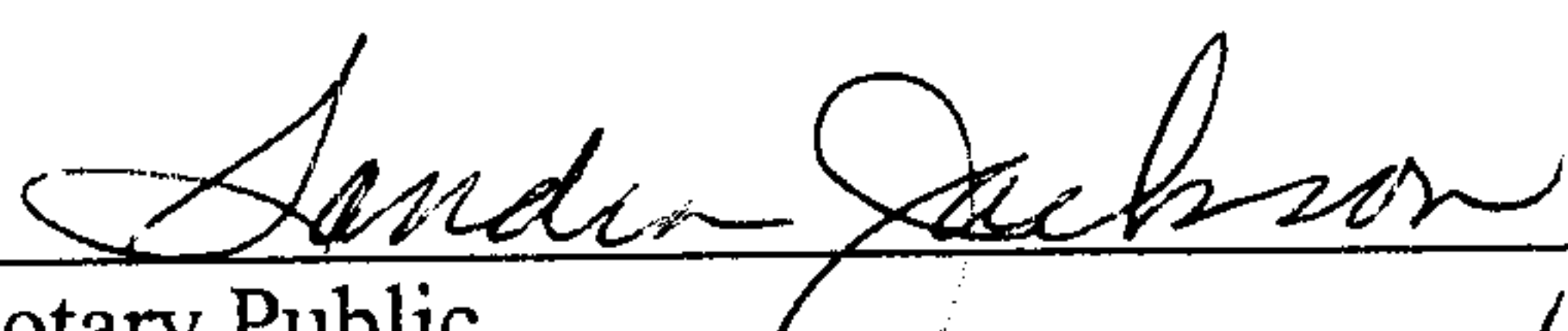
Name: Irving D. Meisler

Title: Manager

STATE OF ALABAMA            )  
                                          )  
COUNTY OF SHELBY         )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Irving D. Meisler, whose name as Manager, of Seil Ho, LLC, an Alabama limited liability company, is signed to the foregoing amendment and who is known to me, acknowledged before me on this day that, being informed of the contents of the amendment, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company as of the day the same bears date.

Given under my hand this 10 day of June, 2008.

  
Notary Public  
My Commission Expires: 10/14/10