


This instrument prepared by:  
Norman M. Orr  
Burr & Forman LLP  
420 N. 20th Street, Suite 3400  
Birmingham, Alabama 35203

  
20160307000071920 1/5 \$178.00  
Shelby Cnty Judge of Probate, AL  
03/07/2016 12:41:55 PM FILED/CERT

STATE OF ALABAMA            )  
  )  
COUNTY OF SHELBY         )

**MEMORANDUM OF LEASE**

**THIS MEMORANDUM OF LEASE** entered into as of the 14<sup>th</sup> day of December, 2015 by and between **MARK POINT PROPERTIES, INC.**, an Alabama corporation ("Landlord") having a mailing address of 1930 2<sup>nd</sup> Avenue North, Bessemer, Alabama 35020, Attn: Todd Paden, and **WELLS FARGO BANK, N.A.**, a national banking association ("Tenant"), having a mailing address of MAC D1116-L10 (BE#108818), 1525 West W.T. Harris Blvd., Charlotte, NC 28262.

**RECITALS:**

Landlord and Tenant entered into that certain lease agreement (the "Lease") dated June 19, 2015, whereby Landlord agreed to lease to Tenant, and Tenant agreed to lease from Landlord, certain real estate located in Shelby County, Alabama.

**WITNESSETH:**

NOW, THEREFORE, pursuant to the provisions of the Lease, Landlord and Tenant mutually desire to execute this Memorandum of Lease in order to provide notice under the recording statutes of the State of Alabama:

1. The name of the Landlord is: Mark Point Properties, Inc.
2. The name of the Tenant is: Wells Fargo Bank, N.A.
3. The term of the Lease commenced on April 24, 2015 and expires on November 30, 2020.
4. The specific legal description of the property in which the leased premises (the "Premises") are located (the "Property") is set forth in Exhibit A attached hereto and made a part hereof.

Shelby County, AL 03/07/2016  
State of Alabama  
Deed Tax: \$152.00

5. The Premises as located on the Property are depicted on Exhibit B attached hereto and made a part hereof.

6. The options to renew or extend the term of this lease are as follows: Six (6) renewal options of five (5) years each.

8. The purpose of this Memorandum is to provide record notice of the existence and certain terms of the Lease. Nothing herein shall be deemed to amend, modify or supplement the provisions of the Lease.

**IN WITNESS WHEREOF**, the parties hereto have each caused this Memorandum of Lease to be executed as of the date hereinabove written.

**LANDLORD:**

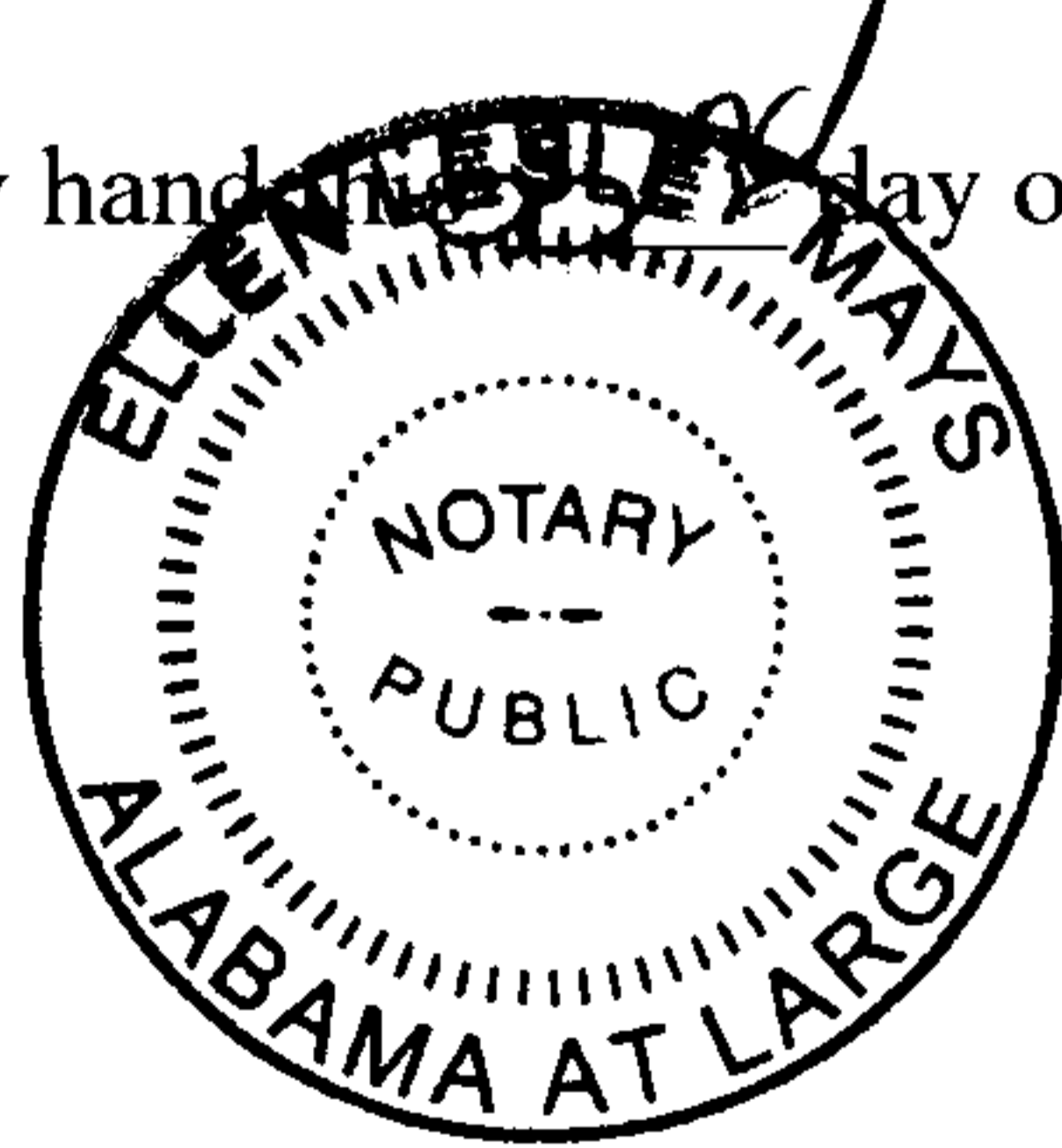
**MARK POINT PROPERTIES, INC.**

By: *Robert S. Packer*  
Its: President

STATE OF ALABAMA )  
 ) :SS  
COUNTY OF Jefferson )

I, Ellen Lesley Mays a Notary Public in and for said County in said State, hereby certify that Robert S. Packer, whose name as President of Mark Point Properties, Inc., an Alabama corporation, is signed to the foregoing Memorandum of Lease and who is known to me, acknowledged before me on this day that, being informed of the contents of the lease, he or she, as such officer 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 and seal this 25th day of December, 2015.



Ellen Lesley Mays  
Notary Public  
My Commission Expires: 12/20/16

[signatures continue on the following page]



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TENANT:

WELLS FARGO BANK, N.A.

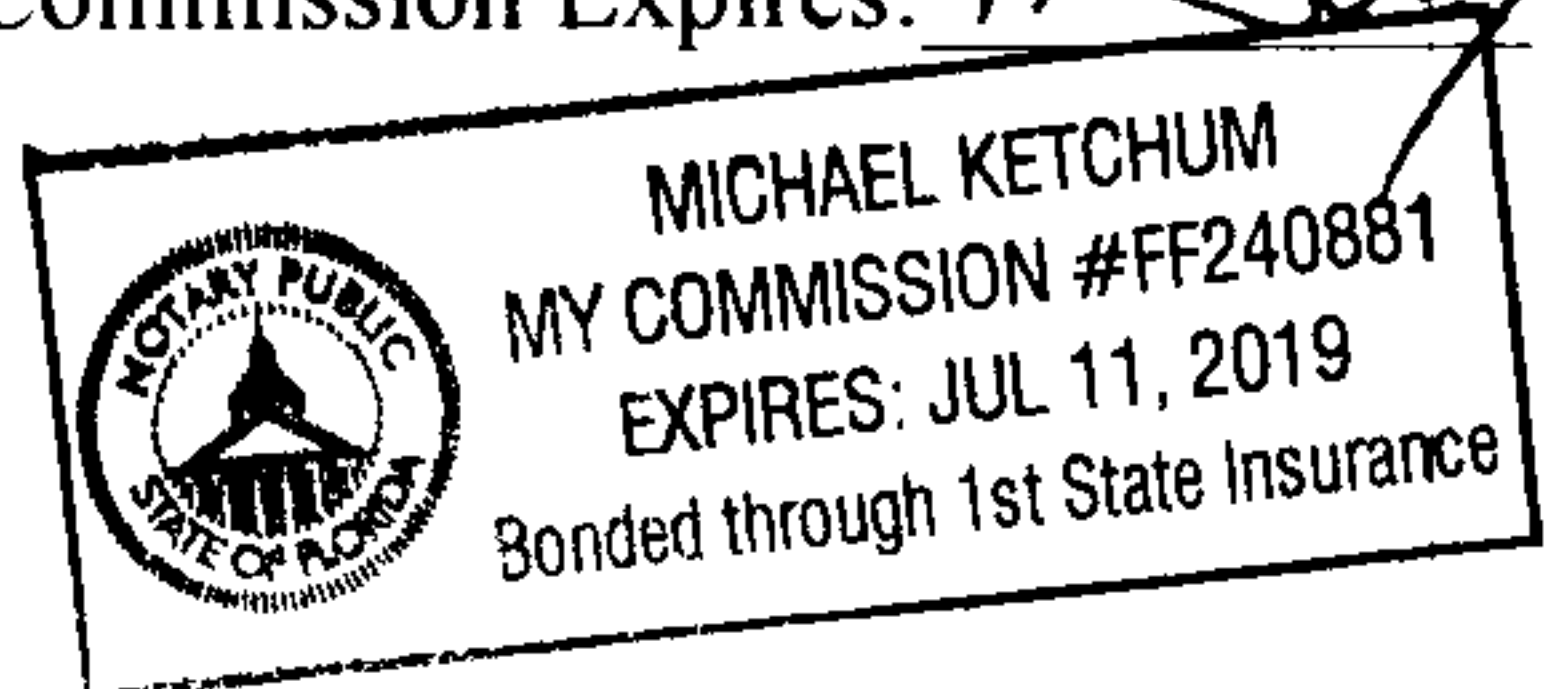
By: [Signature]  
Chris Hanrahan  
Its Vice President

STATE OF FLORIDA )  
 ) :SS  
COUNTY OF Clay )

I, Michael Ketchum a Notary Public in and for said County in said State, hereby certify that CHRIS HANRAHAN, whose name as Vice President of Wells Fargo Bank, N.A., is signed to the foregoing Memorandum of Lease and who is known to me, acknowledged before me on this day that, being informed of the contents of the lease, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said act of said national banking association as of the day the same bears date.

Given under my hand this 16 day of December, 2015.

[Signature]  
Notary Public  
My Commission Expires: 11 July 2019



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By: Dina Feldman  
Dina Feldman  
Its Vice President

STATE OF GEORGIA )  
 ) :SS  
COUNTY OF Fulton )

I, Susan Peters Clontz, a Notary Public in and for said County in said State, hereby certify that Dina Feldman, whose name as Vice President of Wells Fargo Bank, N.A., a national banking association, is signed to the foregoing Memorandum of Lease and who is known to me, acknowledged before me on this day that, being informed of the contents of the lease, he or she as such officers and with full authority, executed the same voluntarily for and as the act of said national banking association as of the day the same bears date.

Given under my hand this 14<sup>th</sup> day of December, 2015.

[Signature]  
Notary Public  
My Commission Expires: Nov 5, 2017




**EXHIBIT A  
TO  
MEMORANDUM OF LEASE**

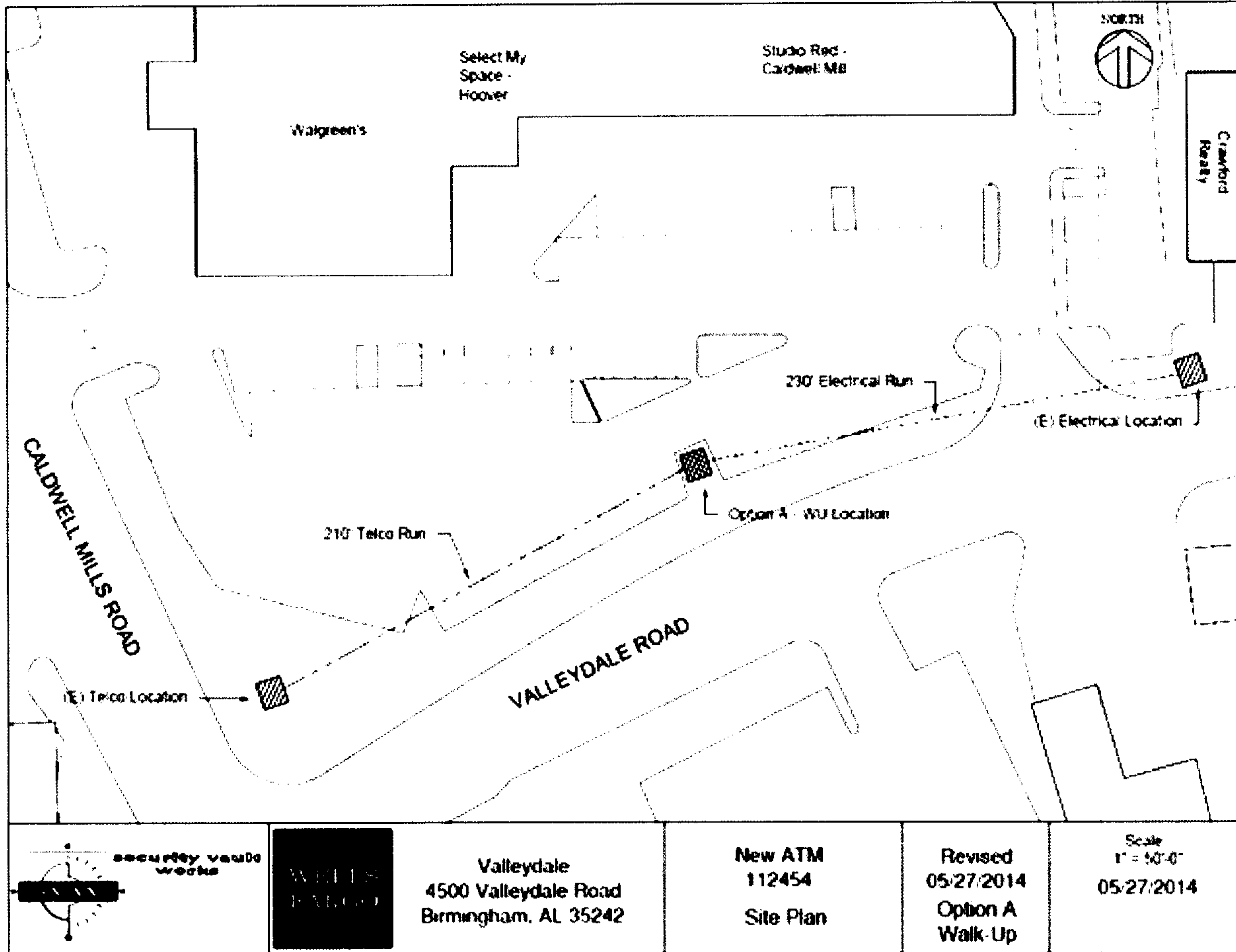
The Property in which Premises are located is described as follows:

A parcel of land located in the Northeast 1/4 of the Northwest 1/4, of Section 15, Township 19 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

Commence at the Southwest corner of said 1/4 - 1/4, and turn a bearing of North 00°00'32" West and run a distance of 517.05 feet to a point; thence turn to a bearing of North 89°31'43" East and run a distance of 263.41 feet to the Point of Beginning; thence continue along last described course for a distance of 262.25 feet; thence turn to a bearing of South 00°01'03" East and run for a distance of 214.19 feet; thence turn a bearing to chord of South 70°31'35" West and run for a distance of 238.79 feet; thence turn to a bearing of North 29°05'16" West and run a distance of 71.91 feet; thence turn a bearing of North 00°28'14" West and run distance of 108.92 feet; thence turn a bearing South 89°31'42" West and run a distance of 0.33 feet; thence turn a bearing North 00°28'18" West and run a distance of 119.89 feet the Point of Beginning. Said tract contains 64,743 square feet more or less.

  
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**EXHIBIT B  
TO  
MEMORANDUM OF LEASE**



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