



20160422000132370 1/3 \$20.00
Shelby Cnty Judge of Probate, AL
04/22/2016 12:31:54 PM FILED/CERT

Prepared by and after recording, return to:
Katie Clink
P.O. Box 1565
Lawrenceville, GA 30046

MEMORANDUM OF AGREEMENT

THIS AGREEMENT made and entered into as of this May 11th, 2015, between **HOLDEN ENERGY LLC** d/b/a B&B FOOD MART with an address of 6283 Park South Drive, Bessemer, AL 35022 ("DEALER") and **EXCELL PETROLEUM, LLC** ("SUPPLIER").

WITNESSETH

WHEREAS, on the 11th day of May, 2015, SUPPLIER and DEALER entered into a Contract Supply Agreement ("Agreement") concerning the real property located at **4154 Highway 47, Shelby, AL 35143** and more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Premises"); and

WHEREAS, the Agreement grants and conveys to SUPPLIER certain rights and options concerning the Premises;

NOW THEREFORE, in consideration of the mutual promises and covenants between the parties and other good and valuable consideration this Memorandum of Agreement is being executed and delivered to be filed on the deed records of Shelby County, Alabama, as notice of the rights and options of SUPPLIER in and to the Premises.

1. The terms and provisions of the Agreement are incorporated herein by reference and are hereby ratified and reaffirmed. This Memorandum of Agreement is executed, and is to be recorded in the Office of the Judge of Probate of Shelby County, Alabama, for the purpose of giving record notice of the existence of the Agreement and of the SUPPLIER's rights thereunder in and to the Premises. This memorandum, however, is not intended to expand the contract rights, duties, obligations or privileges of SUPPLIER or of DEALER as same now exist under the Agreement.

2. The term of the Supply Agreement commences June 15, 2015 and shall expire on a date which is ten (10) years from the earlier of: (a) the first (1st) day of the month following the date that the fuel supplier of Supplier approves the location after all branding and equipment are installed; or (b) one (1) year after the Effective Date of the Supply Agreement.

3. The parties agree that the Agreement shall run with the land and be binding upon the DEALER and his heirs, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal this the 11th day of May, 2015.

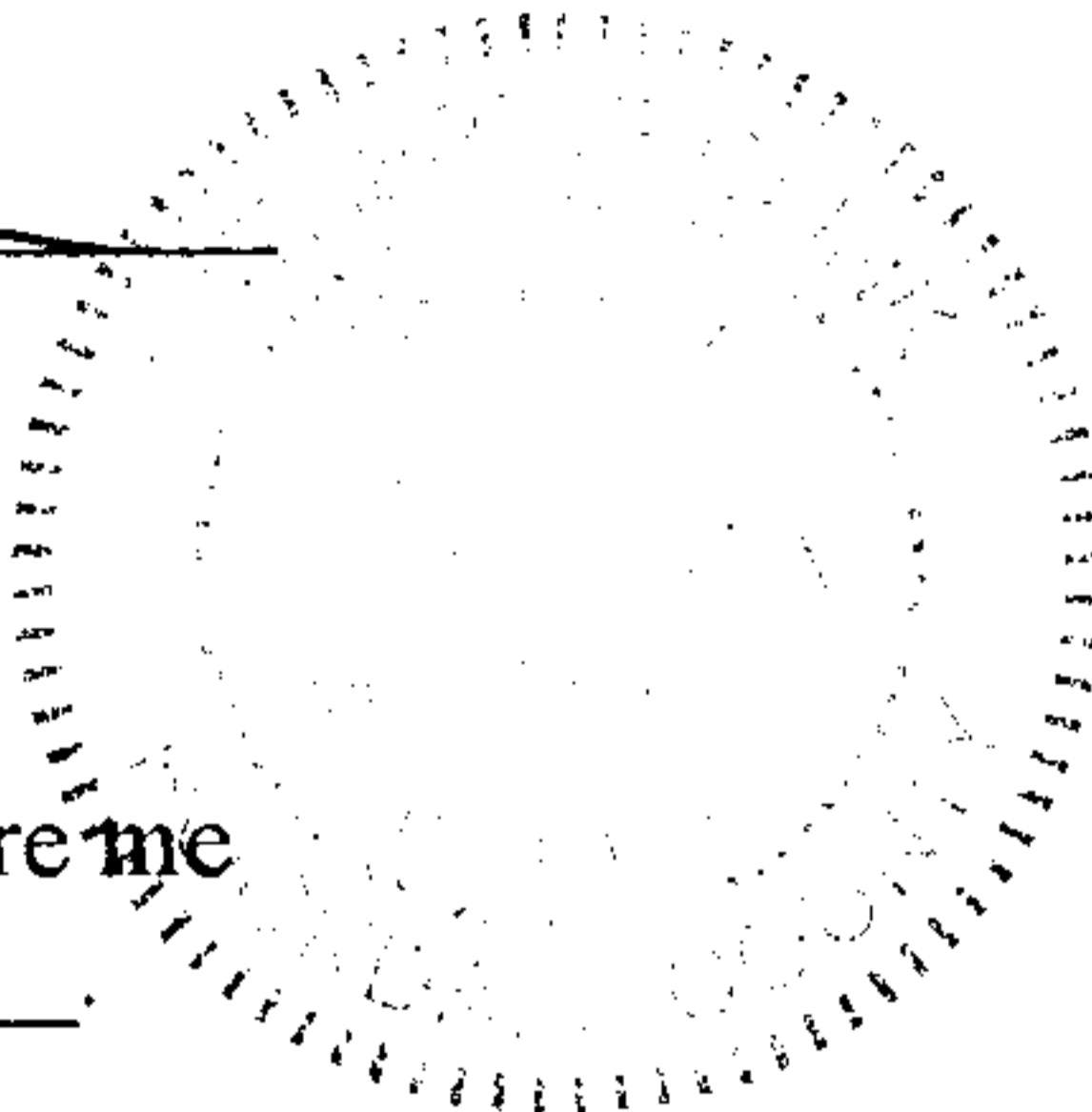
Sworn to and subscribed before me this 11th day of May, 2015.

Judy Fawbush
Unofficial Witness

[Signature]
Notary Public

“SUPPLIER”
EXCELL PETROLEUM, LLC

By: [Signature]
Name: Scott A. Moon
Its: Manager



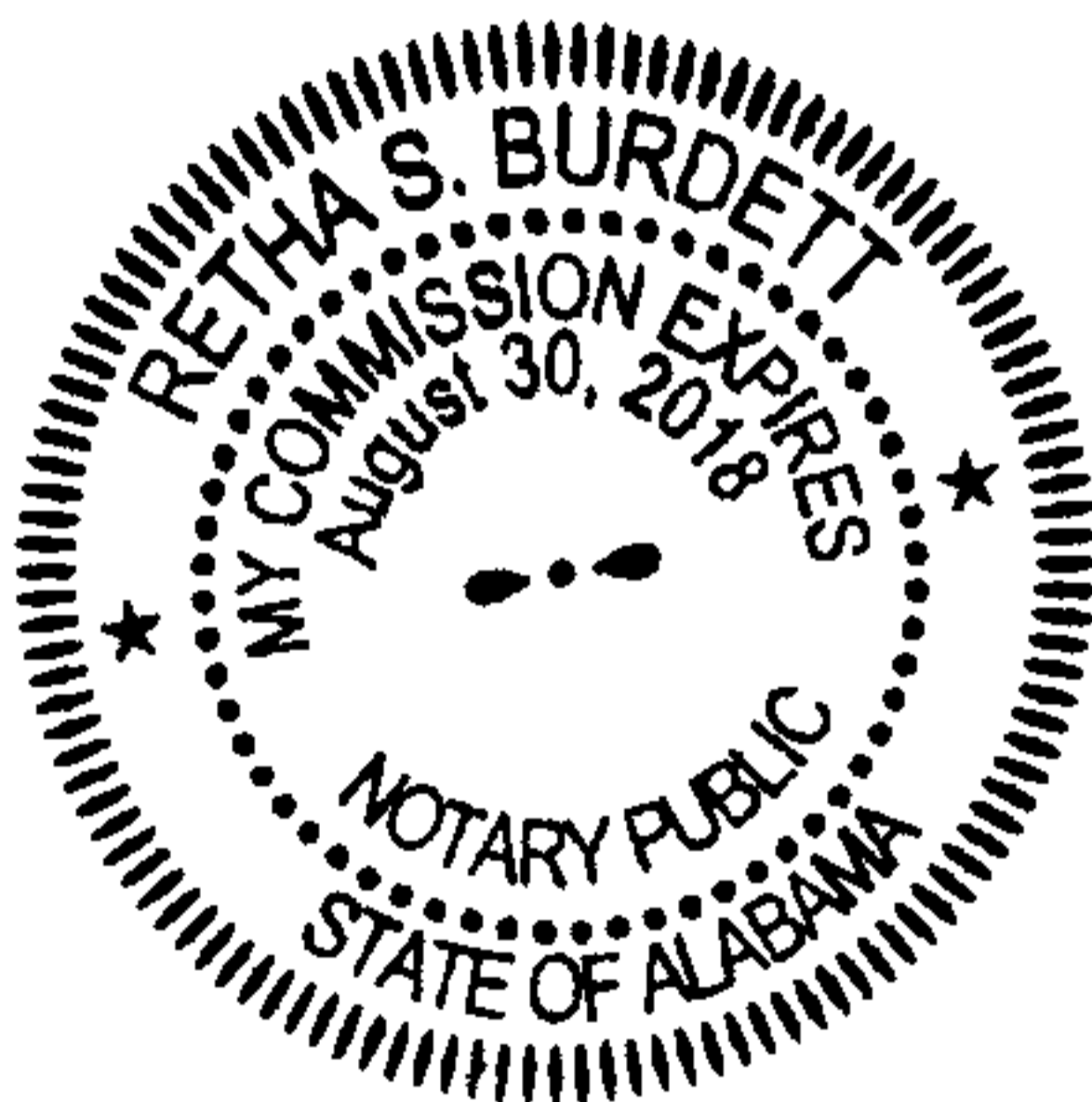
Sworn to and subscribed before me this 11 day of May, 2015.

[Signature]
Unofficial Witness

Retha S Burdett
Notary Public

“DEALER”
HOLDEN ENERGY LLC

By: [Signature]
Name: Scott Holden
Its: Manager



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[Handwritten mark]

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel number 30 4 18 3 001 005.001

Being a lot or parcel of land lying and being in Section 18 of Township 22 South, Range 1 East of Shelby County, Alabama, and being described as: Commence at the NE Corner of the Northwest 1/4 of the Southwest 1/4 South 695 feet to the point of beginning; continue South 190.96 feet to the right of way of Highway 42; thence Southwest 33.03 feet, thence North 215.77 feet, thence Southeast 49.17 feet to the Point of Beginning, and as more particularly described in Document #19930205000034601, Shelby County, Alabama records.

Together with:

Parcel number 30 4 18 3 001 007.000

Being a lot or parcel of land lying and being in Section 18 of Township 22 South, Range 1 East of Shelby County, Alabama, and being described as: Beginning 597.35 feet South of the intersection of the North line of the Southwest 1/4 and West Right of Way of County Road #47; thence West 67.29 feet, thence South 270 to the North Right of Way of County Road #42; thence Northeast to the West Right of Way of County Road #47; then along said Right of Way to the Point of Beginning, and as more particularly described in Deed Book 335, Page 328, Shelby County, Alabama records.

Also described as:

LEGAL DESCRIPTION:

Begin at the Northwest corner of the SE 1/4 of NW 1/4 of Section 18, Township 22 South, Range 1 East; thence South 3 deg. 30' East along forty line and along West line of NE 1/4 of SW 1/4 1387.7 feet to the point of beginning; thence continue South along West line of the NE 1/4 of SW 1/4 of Section 18, 1030 feet, more or less, to North right-of-way line of L & N Railroad; thence North 50 deg. 20' East along said railroad right of way 103.5 feet, more or less, to West right-of-way line of Columbiana-Shelby public road; thence North 3 deg. West along West right-of-way line of said road 219.5 feet; thence North 8 deg. West along West right-of-way line of said road 227 feet; thence North 11 deg. 10' West along West right-of-way line of said road 528 feet to point of beginning, lying and being in the NE 1/4 of SW 1/4 of Section 18, Township 22 South, Range 1 East, Shelby County, Alabama; EXCEPT lot sold to George M. and Leona Bird as shown by deed recorded in Deed Book 183, Page 173, and also, EXCEPTING highway rights of ways.

BOOK 335 PAGE 329

ALSO, EXCEPTING 30-foot right of way sold to Gulf States Paper Corporation, as described in Deed Book 220, Page 866; ALSO EXCEPTING that portion of the above described lands sold to Robert Brasher and wife, Dorothy Brasher, as described in Deed Book 266, Page 870, in Probate Office. Also, EXCEPTING therefrom any portion of said property lying South of the centerline of the New County Road to Dehns Cross Road.

Begin at a point on the East boundary of the NW 1/4 of SW 1/4 of Section 18, Township 22 South, Range 1 East, 210 feet South of the Northeast corner; thence South 3 deg. 30 min. East 420 feet; thence South 87 deg. 55' West 315 feet; thence North 3 deg. 30' West 420 feet; thence North 87 deg. 55' East 315 feet to point of beginning; EXCEPTING lot sold to George M. and Leona B. Bird as described in Deed Book 183, Page 172, in Probate Office.

Situated in Shelby County, Alabama.



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