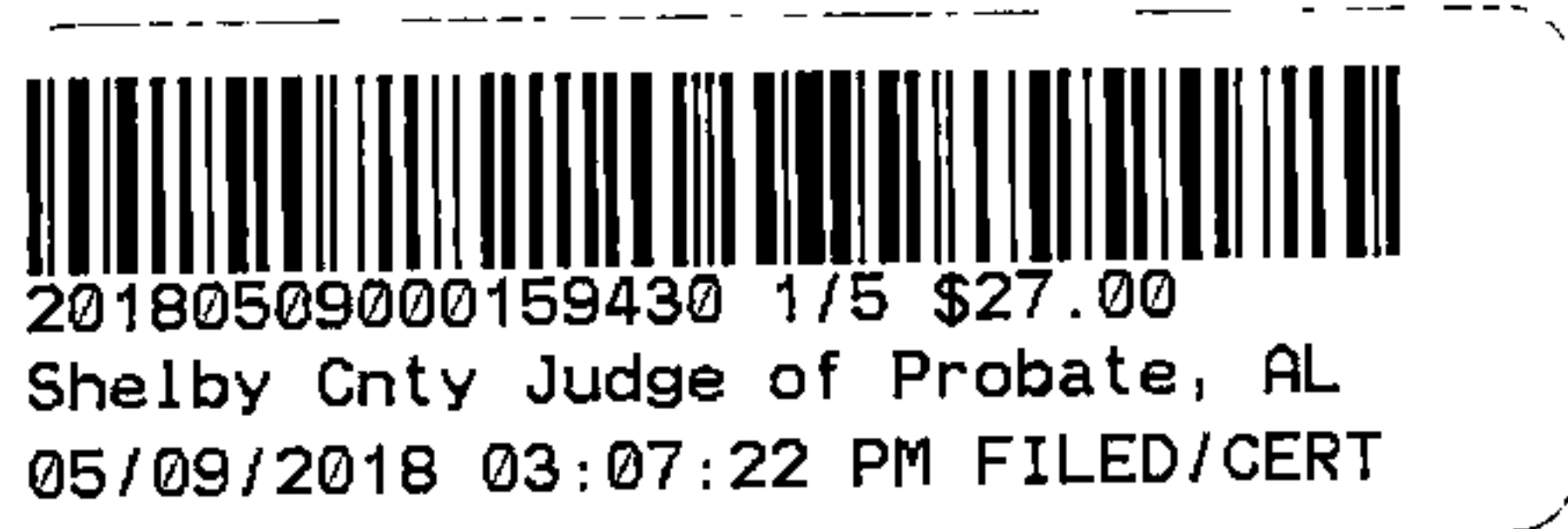


STATE OF ALABAMA     )  
SHELBY COUNTY         )

**This instrument prepared by:**  
Melinda M. Mathews  
Attorney at Law  
Sirote & Permutt, P.C.  
2311 Highland Avenue South  
Birmingham, Alabama 35205



**TERMINATION OF MEMORANDUM OF LEASE  
AND TERMINATION OF LEASE AGREEMENT**

This **TERMINATION OF MEMORANDUM OF LEASE AND TERMINATION OF LEASE AGREEMENT** (this "Agreement") is entered into as of the 12<sup>th</sup> day of April, 2018, by and between **C & C, L.L.C.**, an Alabama limited liability company ("Landlord"), and **SAGINAW PIPE COMPANY, INC.**, an Alabama corporation ("Tenant").

**Preliminary Statements.** Landlord, as successor-in-interest to Caroline M. Raughley, leases to Tenant and Tenant leases from Landlord certain real property described on Exhibit "A" attached hereto (the "Property"), pursuant to the terms of a written lease agreement dated December 22, 2003 (the "Lease"), which Lease is evidence by that certain Memorandum of Lease dated as of December 22, 2003, and recorded as Instrument 20040116000029770 in the Office of the Judge of Probate of Shelby County, Alabama (the "Memorandum of Lease"). Landlord and Tenant are mutually desirous of canceling and terminating the Lease in its entirety, as well as Tenant's right to use and occupy the Property. Now, therefore, premises considered and for Ten and No/100 Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. The Lease and Memorandum of Lease and all of Tenant's right, title and interest in and to the Property existing as of effective date of this Agreement pursuant to the Lease are hereby terminated, cancelled and made null and void.
2. The terms and conditions set forth herein shall be effective as of 11:59 PM on the date first set forth above.
3. This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same Agreement.

*[Remainder of page left intentionally blank. Signatures on following pages.]*

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date first set forth above.

LANDLORD:

C & C, L.L.C.

By: Claudia R. Hildreth  
Claudia R. Hildreth, Manager, as Trustee of  
Caroline M. Raughley Daughters' Trust f/b/o  
Claudia Lee Raughley Hildreth dated December  
30, 1998

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned, a notary public in and for said state, hereby certify that Claudia R. Hildreth, in her capacity as Trustee of the Caroline M. Raughley Daughters' Trust f/b/o Claudia Lee Raughley Hildreth dated December 30, 1998, as Manager of C & C, L.L.C., is signed to the foregoing instrument and who is known to me, acknowledged before me this day that, being informed of the contents of the instrument, she executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 12<sup>TH</sup> day of APRIL, 2018.

Caleb Njoroge Wairegi  
Notary Public

[NOTARIAL SEAL]

My Commission expires: 1/11/2020

CALEB NJOROGE WAIREGI  
Notary Public, Alabama State At Large  
My Commission Expires Jan. 11, 2020

20180509000159430 2/5 \$27.00  
Shelby Cnty Judge of Probate, AL  
05/09/2018 03:07:22 PM FILED/CERT

By: Courtney Irene Raughley  
Courtney Irene Raughley (formerly known as  
Courtney Irene Raughley Ross), Manager, as  
Trustee of Caroline M. Raughley Daughters'  
Trust f/b/o Courtney Irene Raughley Ross dated  
December 30, 1998

STATE OF North Carolina  
COUNTY OF Guilford

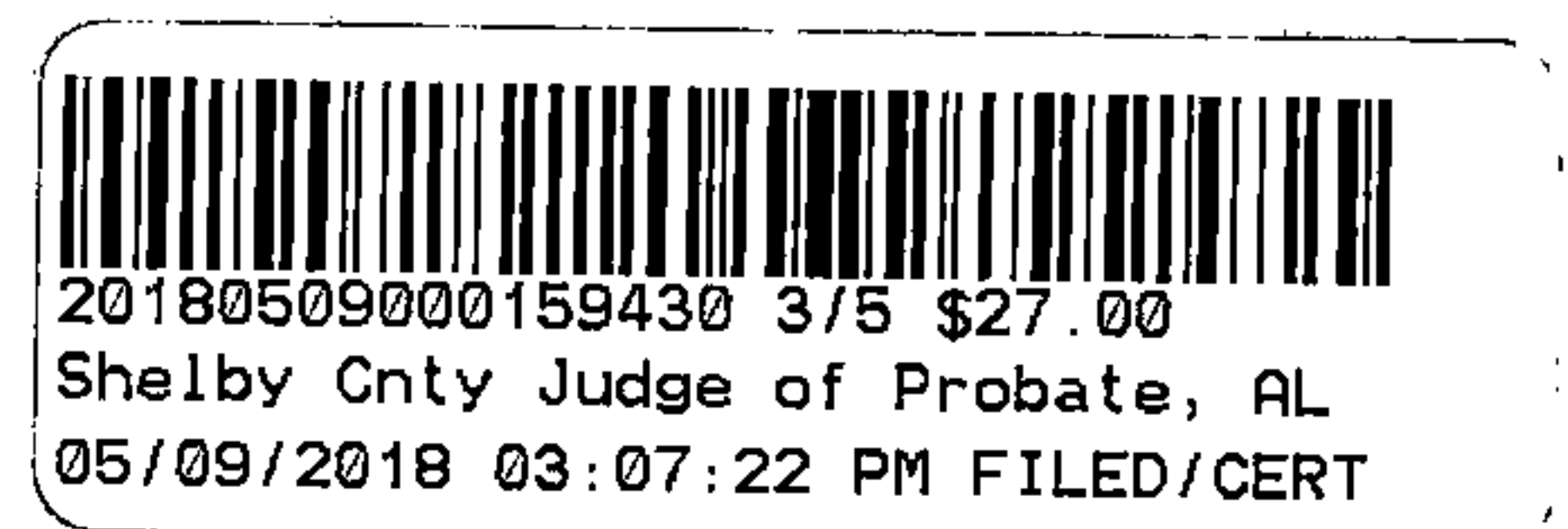
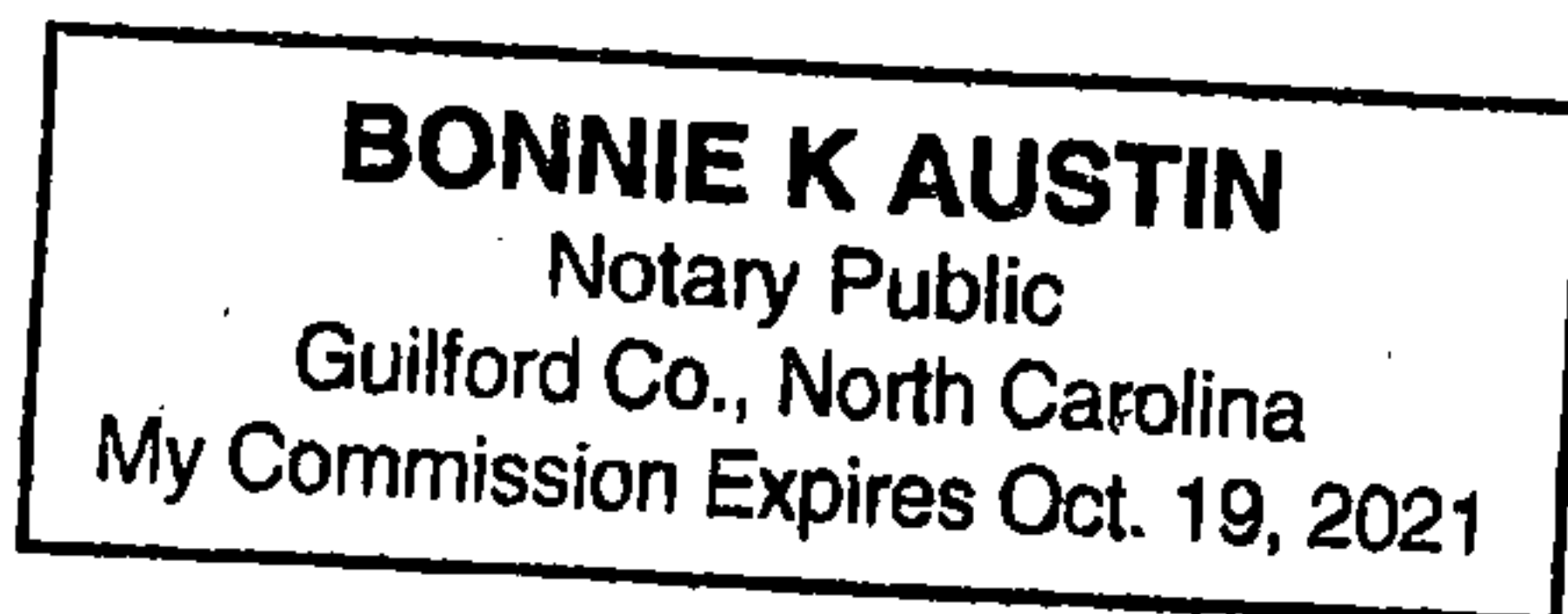
I, the undersigned, a notary public in and for said state, hereby certify that Courtney Irene Raughley (formerly known as Courtney Irene Raughley Ross), as Trustee of Caroline M. Raughley Daughters' Trust f/b/o Courtney Irene Raughley Ross dated December 30, 1998, as Manager of C & C, L.L.C., is signed to the foregoing instrument and who is known to me, acknowledged before me this day that, being informed of the contents of the instrument, she executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 20 day of April, 2018.

Bonnie K Austin  
Notary Public

[NOTARIAL SEAL]

My Commission expires: Oct 19, 2021





TENANT:

SAGINAW PIPE COMPANY, INC.

By: Howard C. Wise, Jr.  
Howard C. Wise, Jr.  
President

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a notary public in and for said state, hereby certify that Howard C. Wise, Jr., whose name as President of Saginaw Pipe Company, Inc., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

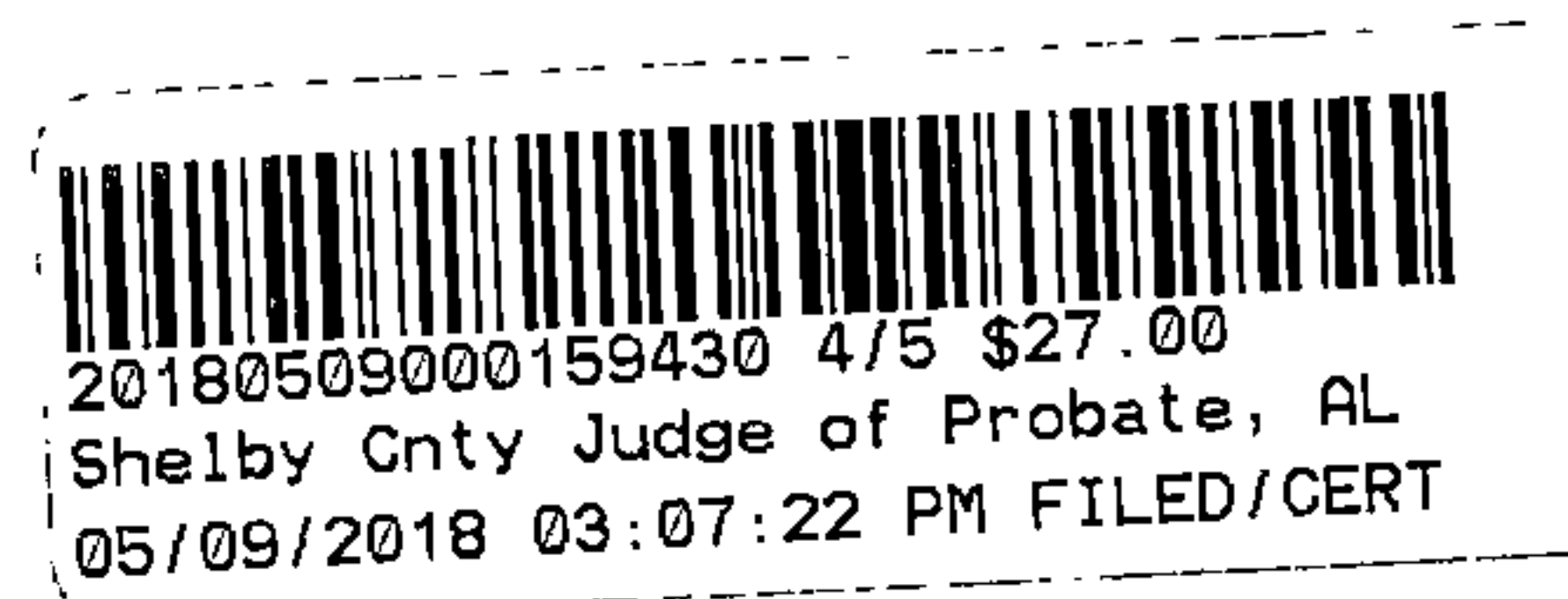
Given under my hand and official seal this 12<sup>TH</sup> day of APRIL, 2018.

Caleb Njoroge Wairegi  
Notary Public

[NOTARIAL SEAL]

My Commission expires: 01/11/2020

CALEB NJOROGE WAIREGI  
Notary Public, Alabama State At Large  
My Commission Expires Jan. 11, 2020



## EXHIBIT "A"

Two parcels of land in Shelby County, Alabama, more particularly described as follows:

### PARCEL I:

A parcel of land located in the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$ , the SE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$ , and the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$ , all in Section 20, Township 21 South, Range 2 West, more particularly described as follows:

Begin at the SE corner of said SE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$ ; thence in a westerly direction along the southerly line of said  $\frac{1}{4}$ - $\frac{1}{4}$  section, a distance of 1352.45 feet to the SE corner of said SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$ ; thence continue in a westerly direction along the southerly line of said SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$ , a distance of 70.23 feet to the intersection with the northeasterly right-of-way line of the L & N Railroad; thence 62 degrees 29 minutes 45 seconds right, in a northwesterly direction along said right-of-way line, a distance of 300.0 feet; thence 107 degrees 49 minutes 57 seconds right, in a northeasterly direction a distance of 200.62 feet to a point in the easterly line of said SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$ , which point is 300.00 feet north the SE corner of said  $\frac{1}{4}$ - $\frac{1}{4}$  section; thence 82 degrees 25 minutes 42 seconds left, in a northerly direction along the easterly line of said  $\frac{1}{4}$ - $\frac{1}{4}$  section, a distance of 232.48 feet; thence 87 degrees 41 minutes 15 seconds right, in an easterly direction, a distance of 994.94 feet; thence 8 degrees 22 minutes left, in a northeasterly direction, a distance of 899.87 feet; thence 0 degrees 23 minutes 37 seconds left, in a northeasterly direction, a distance of 230.93 feet to a point on the southwesterly right-of-way line of U.S. Highway 31 South; thence 73 degrees 47 minutes 37 seconds right, in a southeasterly direction along said right-of-way line, a distance of 335.00 feet; thence 106 degrees 12 minutes 23 seconds right, in a southwesterly direction, a distance of 930.63 feet to a point on the easterly line of said SE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$ ; thence 79 degrees 55 minutes 37 seconds left, in a southerly direction along said easterly line, a distance of 357.25 feet to the point of beginning.

### PARCEL II:

A parcel of land located in the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 20, Township 21 South, Range 2 West, more particularly described as follows:

Begin at the SW corner of said  $\frac{1}{4}$ - $\frac{1}{4}$  section; thence in a northerly direction along the westerly line of said  $\frac{1}{4}$ - $\frac{1}{4}$  section, a distance of 357.25 feet; thence 79 degrees 55 minutes 37 seconds right, in a northeasterly direction, a distance of 930.63 feet to a point on the southwesterly right-of-way line of U.S. Highway 31 South; thence 73 degrees 47 minutes 37 seconds right, in a southeasterly direction along said right-of-way line, a distance of 366.30 feet; thence 106 degrees 12 minutes 23 seconds right, in a southwesterly direction, a distance of 1095.35 feet to the point of beginning.

Mineral and mining rights excepted.

