

**MEMORANDUM OF LEASE**

THIS MEMORANDUM OF LEASE, entered into as of this 23rd day of February, 2021, by and between, SavS07, LLC, a Georgia limited liability company, whose address is: 49 Tidewater Way, Savannah, GA 32442, as Landlord, and Express Oil Change, LLC, a Delaware limited liability company, whose address is: 1880 South Park Drive, Hoover, AL 35244, as Tenant.

**WITNESSETH:**

THAT, Landlord and Tenant have heretofore entered into a certain Lease Agreement dated February 20, 2021, (the "**Lease**") covering certain premises more particularly described on **Exhibit A** attached hereto upon which there is constructed and located certain improvements (together the "**Premises**"), and

WHEREAS, it is the desire of both Landlord and Tenant to memorialize the Lease and set forth certain pertinent data with respect thereto,

NOW THEREFORE, with respect to the Lease, Landlord and Tenant hereby acknowledge and agree as follows:

1. **Demise**. The Premises have been and are hereby demised, let and leased by Landlord to Tenant, and taken and accepted by Tenant from Landlord, all pursuant to and in accordance with the Lease.

2. **Term**. The Initial Term of the Lease is from February 19 2021, until the twentieth anniversary of the Commencement Date. Tenant has the right, privilege and option to renew and extend the Initial Term of the Lease for up to four (4) additional periods of five (5) years each, subject to the provisions and conditions of the Lease.

3. **Possession**. Landlord has delivered possession of the Premises to Tenant and Tenant has accepted delivery and taken possession of the Premises from Landlord.

4. **Liens on Landlord's Interest Prohibited**. By the terms of the Lease, Landlord's interest in the Premises may not be subjected to liens of any nature by reason of Tenant's construction, alteration, repair, restoration, replacement or reconstruction of any improvements on or in the Premises, including those arising in connection with or as an incident to the renovation of the improvements located on the Premises, or by reason of any other act or omission of Tenant (or of any person claiming by, through or under Tenant) including, but not limited to, mechanics' and materialmen's liens. Accordingly, all persons dealing with Tenant are hereby placed on notice that such persons shall not look to Landlord or to Landlord's credit or assets (including Landlord's interest in the Premises) for payment or satisfaction of any obligations incurred in connection with the construction, alteration, repair, restoration, renovation, replacement or reconstruction thereof by or on behalf of Tenant. Tenant has no power, right or authority to subject Landlord's interest in the Premises to any mechanics' or materialmen's lien or claim of lien.

5. **Subordination and Attornment**. The Lease specifically provides that the Lease and Tenant's leasehold interest in and to the Premises are junior, inferior, subordinate and subject in all respects to any mortgage or mortgages now or hereafter in force and effect upon or encumbering

the Premises or any portion thereof, provided that Tenant's possession and use of the Premises are recognized and not disturbed by any mortgagee until Tenant's right to possession of the Premises shall have been terminated in accordance with the provisions of the Lease. Tenant shall, and has agreed to, attorn to any successor of the interest of Landlord under the Lease, including the purchaser at any foreclosure sale occasioned by the foreclosure of any such mortgage or mortgages, for the balance of the Term of the Lease remaining at the time of the succession of such interest to such successor.

6. Inconsistent Provisions. The provisions of this Memorandum constitute only a general description of the content of the Lease with respect to matters set forth herein. Accordingly, third parties are advised that the provisions of the Lease itself shall be controlling with respect to all matters set forth herein. In the event of any discrepancy between the provisions of the Lease and this Memorandum, the provisions of the Lease shall take precedence and prevail over the provisions of this Memorandum.

7. Termination of Lease. All rights of Tenant in the Premises shall terminate upon the expiration or earlier termination of the Lease, which may be evidenced by a written notice of such expiration or termination recorded or filed by Landlord among the appropriate land records of the County in which the Premises is located.

8. Right of First Refusal. The Lease includes a Right of First Refusal in favor of Tenant.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Memorandum of Lease to be duly executed on or as of the day and year first above written.

**LANDLORD**

SavS07, LLC

By: Hurty Properties LLC, a Georgia limited liability company, its sole member

By: \_\_\_\_\_

Name: Hurley S. Cook, III

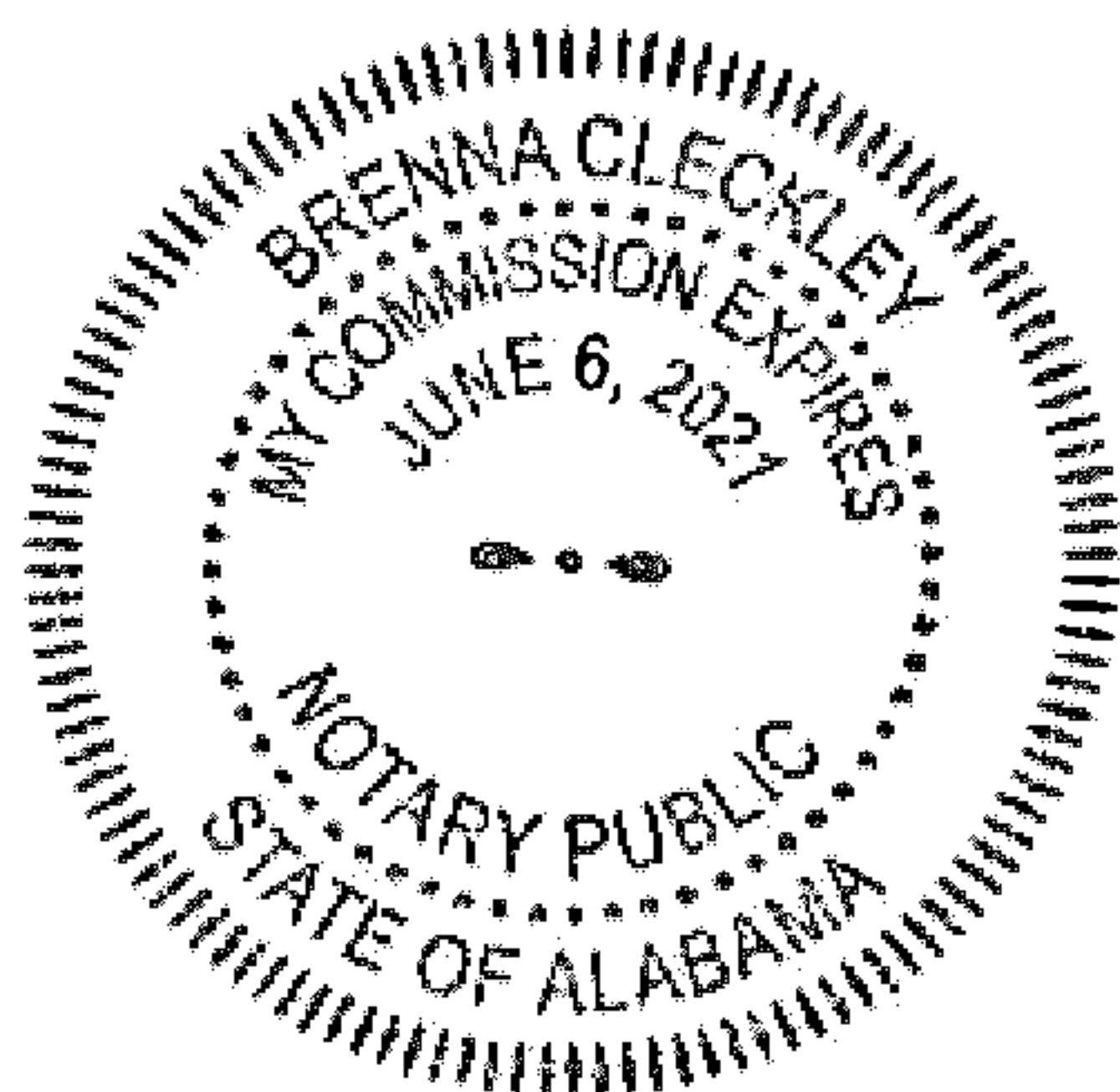
Title: CEO

STATE OF Alabama )  
 ) SS.  
COUNTY OF Shelby )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of February, 2021, by Hurly S. Cook, III as Chief Executive Officer of Hurty Properties LLC, a Georgia limited liability company, the sole member of SAVS07, LLC, a Georgia limited liability company.

Witness my hand and official seal.

My commission expires: June 6, 2021



Brenna Cleckley  
Notary Public

IN WITNESS WHEREOF, Tenant has caused this Memorandum of Lease to be duly executed on or as of the day and year first above written.

**TENANT**

Express Oil Change, LLC, a Delaware limited liability company

By: 

Name: R. Kent Feazell

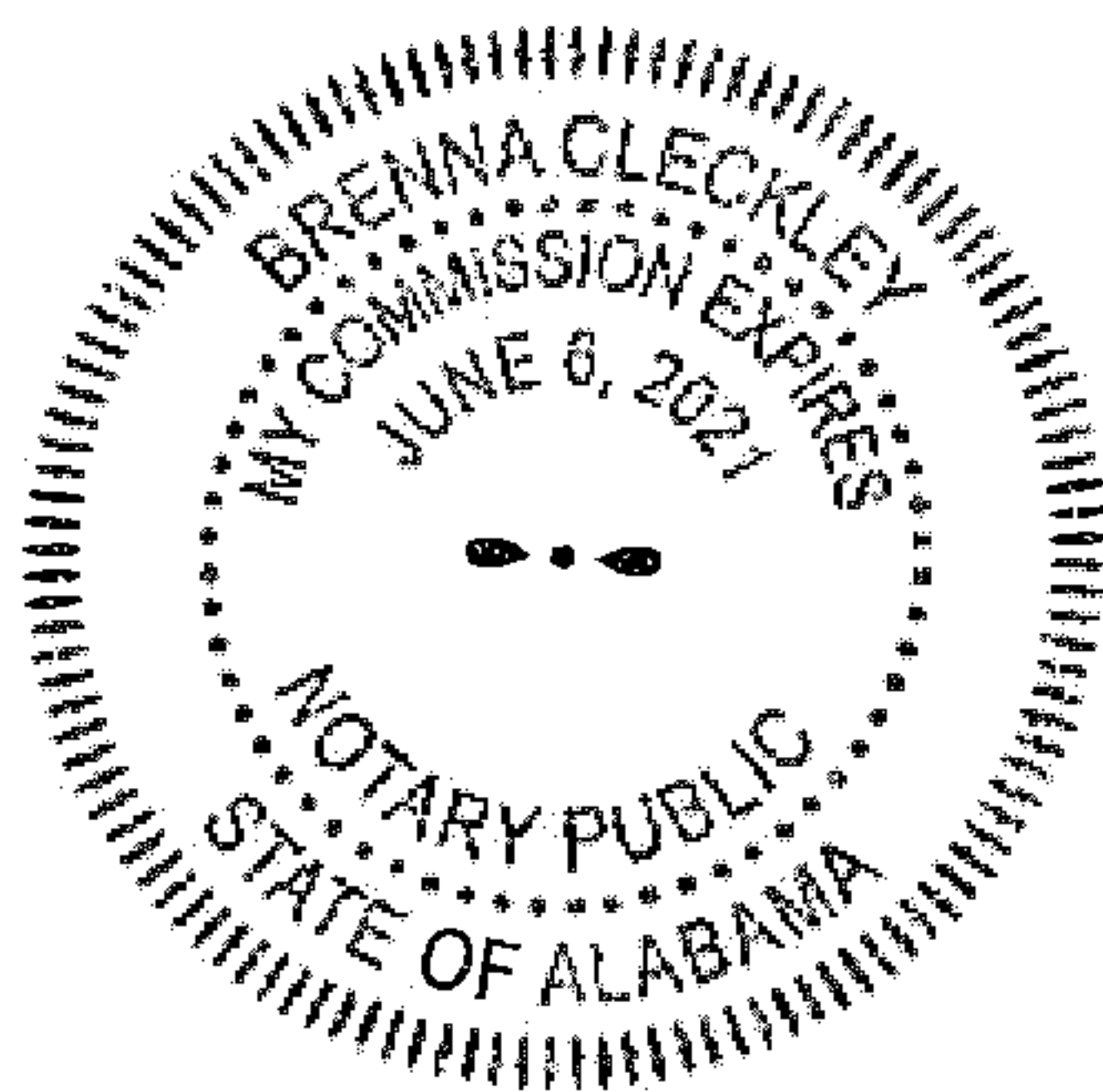
Its: Executive Vice President of Development

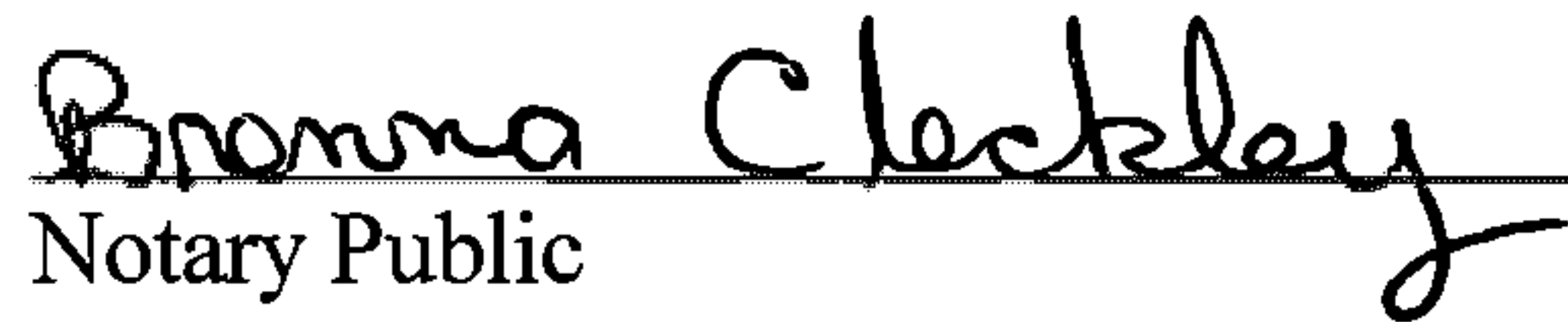
STATE OF Alabama )  
 ) SS.  
COUNTY OF Shelby )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of February, 2021, by R. Kent Feazell as Executive Vice President of Development of **EXPRESS OIL CHANGE, LLC**, a Delaware limited liability company.

Witness my hand and official seal.

My commission expires: June 6, 2021

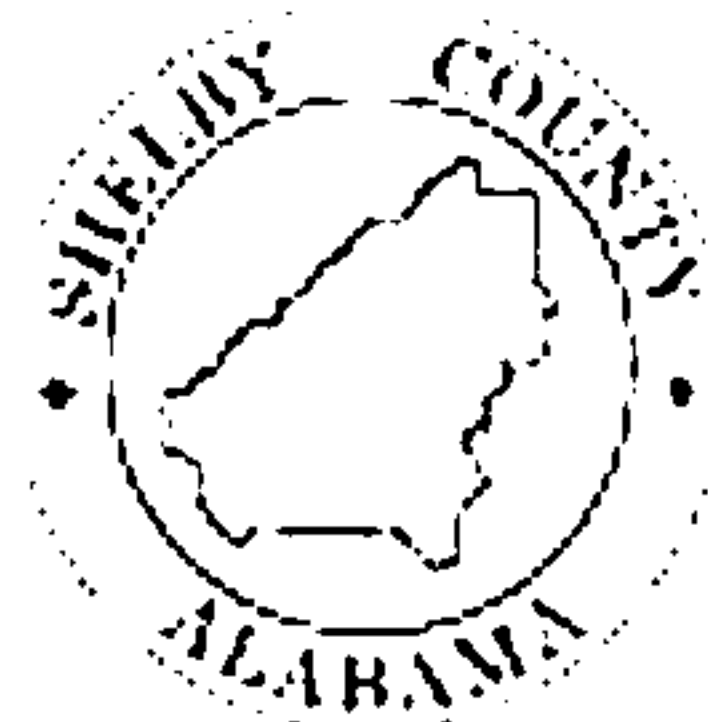


  
Notary Public

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EXHIBIT A

LEGAL DESCRIPTION

Lot 3, according to the Resurvey of Part of Lot 2 Calera North Industrial Park as recorded in Map Book 52, Page 94, in the Probate Office of Shelby County, Alabama.



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
03/01/2021 09:32:41 AM  
\$119.50 CHARITY  
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*Allen S. Bayl*