

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, entered into as of this 18th day of December, 2012, by and between, Express Real Estate, LLC., an Alabama limited liability company, whose address is 1880 South Park Drive, Hoover, AL 35244 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 December 18, 2012, (the "**Lease**") covering certain premises consisting of, among other things, certain real property located in multiple counties in Alabama 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 the date Landlord completes the improvements until the 20th anniversary thereof. 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 mechanic's or materialmen's lien or claim of lien.

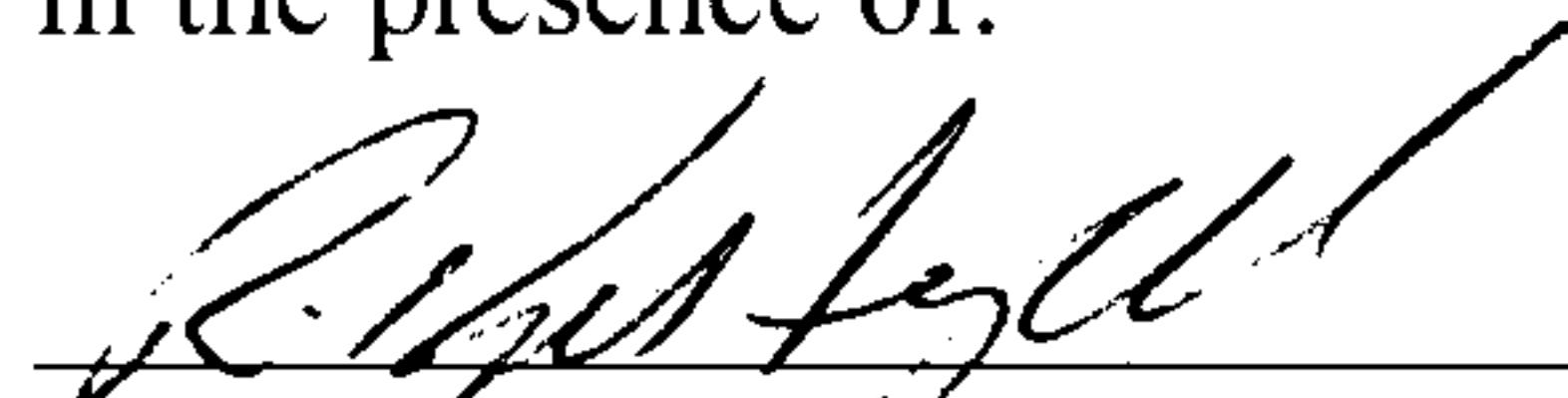
5. Subordination and Attornment. The Lease specifically provides that the Lease and Tenant's leasehold interest in and to the Premises are junior, inferior, subordinate and subject in all respects to any mortgage or mortgages now or hereafter in force and effect upon or encumbering the Premises or any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

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.

Signed, sealed and delivered
in the presence of:


Witness Signature

Name: R. Kent Fearrell

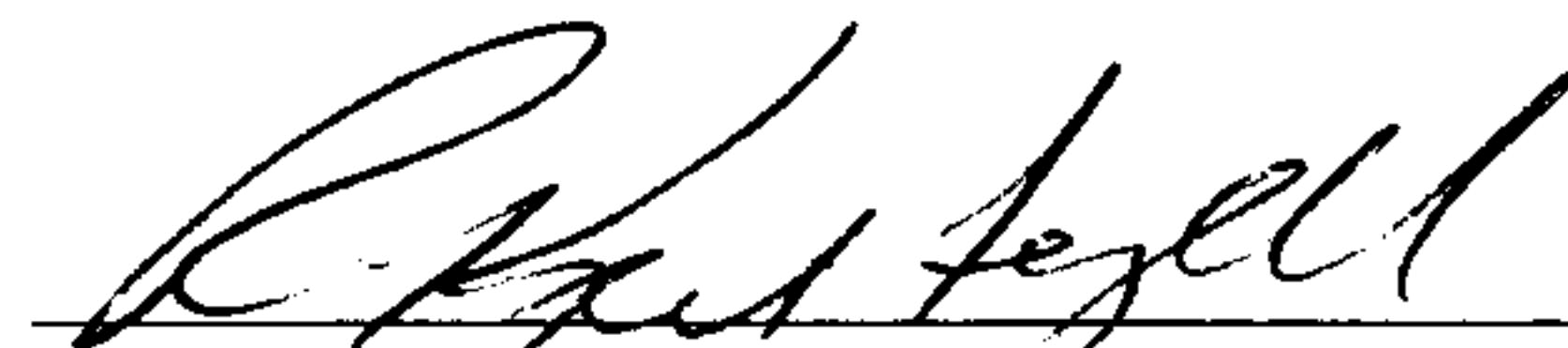
EXPRESS REAL ESTATE, LLC., an
Alabama Limited Liability Company

By: 
Name: Richard A. Brooks


Its: President

"LANDLORD"

Express Oil Change, LLC, a Delaware limited
liability company


Witness Signature

Name: R. Kent Fearrell

By: 
Name: Richard A. Brooks

Its: CEO

"TENANT"

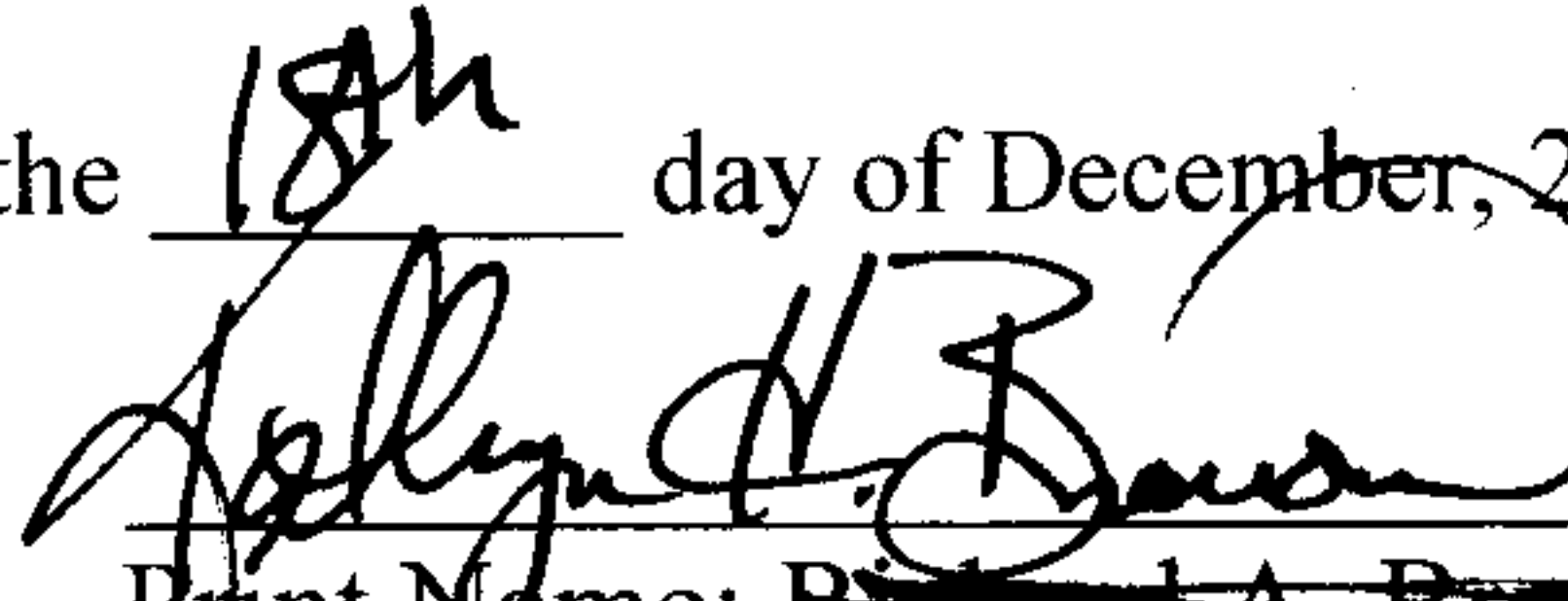


20121219000485830 2/3 \$448.00
Shelby Cnty Judge of Probate, AL
12/19/2012 03:00:58 PM FILED/CERT

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Richard A. Brooks whose name as Managing Member of EXPRESS REAL ESTATE, LLC., an Alabama Limited Liability Company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

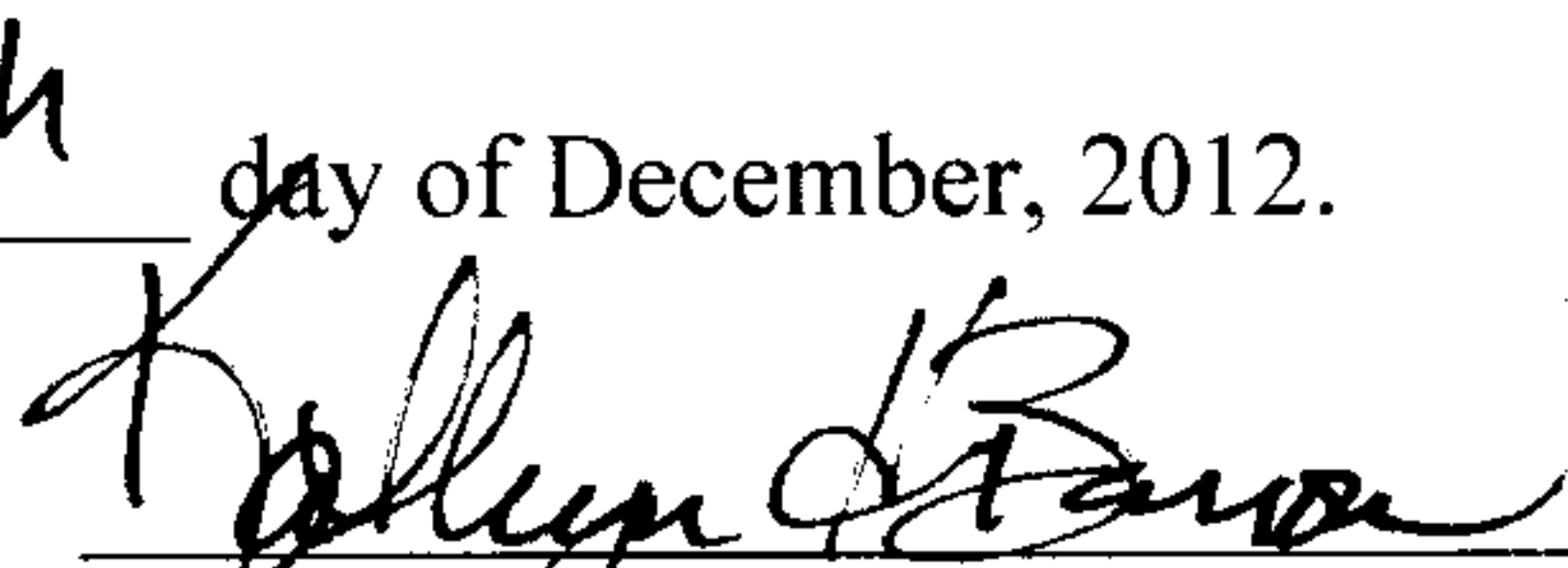
Given under my hand and official seal this the 18th day of December, 2012.


Print Name: ~~Richard A. Brooks~~ Kathryn H. Barrow
Notary Public State of Alabama
My commission expires: **MY COMMISSION EXPIRES JANUARY 14, 2015**
(NOTARY SEAL)

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Richard A. Brooks whose name as CEO of EXPRESS OIL CHANGE, LLC, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 18th day of December, 2012.


Print Name: ~~Richard A. Brooks~~ Kathryn H. Barrow
Notary Public State of Alabama
My commission expires: **MY COMMISSION EXPIRES JANUARY 14, 2015**
(NOTARY SEAL)

Shelby County, AL 12/19/2012
State of Alabama
Deed Tax: \$430.00



20121219000485830 3/3 \$448.00
Shelby Cnty Judge of Probate, AL
12/19/2012 03:00:58 PM FILED/CERT