

Shelby County, AL 11/03/2015
State of Alabama
Deed Tax: \$3283.50

20151103000382680 1/4 \$3306.50
Shelby Cnty Judge of Probate, AL
11/03/2015 02:07:05 PM FILED/CERT

This instrument prepared by
and upon recording return to
Haskins Jones
2829 2nd Avenue South, Suite 200
Birmingham, Alabama 35233

STATE OF ALABAMA

)

COUNTY OF SHELBY

)

)

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, entered into on October 30 2015, to be effective as of November 2, 2015, by and between **Shades Express Properties, LLC**, an Alabama limited liability company, whose address is One Office Park Circle, Suite 300, Birmingham, Alabama 35223 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 as of November 2, 2015, (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 November 2, 2015, until October 31, 2030. Tenant has the right, privilege and option to renew and extend the Initial Term of the Lease for up to three (3) 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.

{SIGNATURES ON FOLLOWING PAGE}



20151103000382680 2/4 \$3306.50
Shelby Cnty Judge of Probate, AL
11/03/2015 02:07:05 PM FILED/CERT

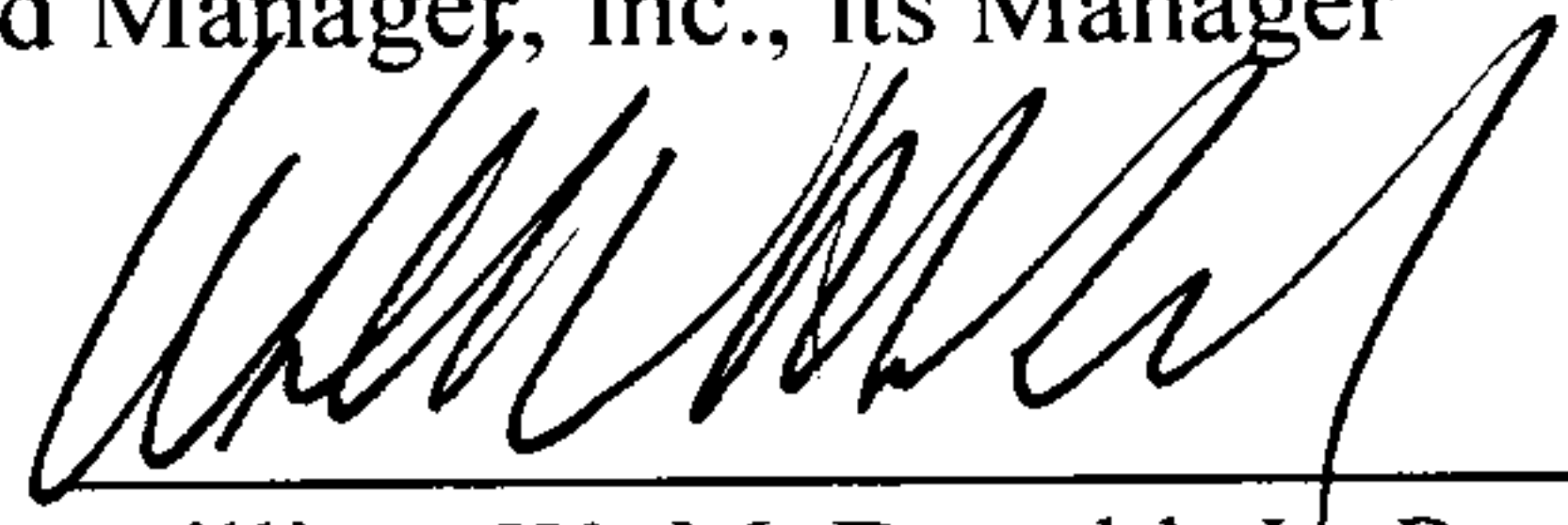
IN WITNESS WHEREOF, Landlord and Tenant have caused this Memorandum of Lease to be duly executed on or as of the day and year first above written.

LANDLORD:

Shades Express Properties, LLC, an Alabama limited liability company

By: McDonald Manager, Inc., its Manager

By:


William W. McDonald, Jr., President

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that William W. McDonald, Jr., whose name as President of McDonald Manager, Inc., the Manager of Shades Express Properties, LLC, an Alabama limited liability company, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance he/she as such President and with full authority, executed the same voluntarily for and as the act of said company.

GIVEN under my hand and official seal this 29th day of October, 2015.

Notary Public
HASKINS JONES
My Commission Expires At Large
Notary Public, Alabama State
My Commission Expires July 24, 2018

{SIGNATURES CONTINUE ON FOLLOWING PAGE}



20151103000382680 3/4 \$3306.50
Shelby Cnty Judge of Probate, AL
11/03/2015 02:07:05 PM FILED/CERT

TENANT:

Express Oil Change, LLC, an Alabama limited liability company

By: Richard A. Brooks

Name: Richard A. Brooks

Its: CEO

STATE OF ALABAMA


COUNTY OF Shelby

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Richard A. Brooks whose name as CEO (office) of Express Oil Change, LLC, an Alabama limited liability company, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance he/she as such company and with full authority, executed the same voluntarily for and as the act of said company.

GIVEN under my hand and official seal this 30 day of October, 2015.

Karla M. Schiffman
Notary Public

My Commission Expires: 07-12-2016


20151103000382680 4/4 \$3306.50
Shelby Cnty Judge of Probate, AL
11/03/2015 02:07:05 PM FILED/CERT

KARLA M SCHIFFMAN
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES JULY 12, 2016