

**RECORDING REQUESTED BY  
FIDELITY NATIONAL TITLE  
AND WHEN RECORDED MAIL TO:  
FIDELITY NATIONAL TITLE  
ATTN: MICHELLE BURTON  
1 E. WASHINGTON ST., SUITE 450  
PHOENIX, AZ 85004**

**Escrow No.: Z2032301/Accommodation**



20210126000042600 1/6 \$1581.00  
Shelby Cnty Judge of Probate, AL  
01/26/2021 01:59:04 PM FILED/CERT

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**MEMORANDUM OF LEASE**

## MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, entered into as of this 1st day of January, 2020, and with an Effective Date of January 1, 2020, by and between, Xpress Investments LLC, an Alabama limited liability company, whose address is 5201 Queensferry Lane Birmingham, AL 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 January 1, 2020, (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 January 1, 2020, until December 31, 2039. 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.

  
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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 for this Memorandum of Lease on the following pages]*



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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:

Sonya A. Goude  
Witness Signature

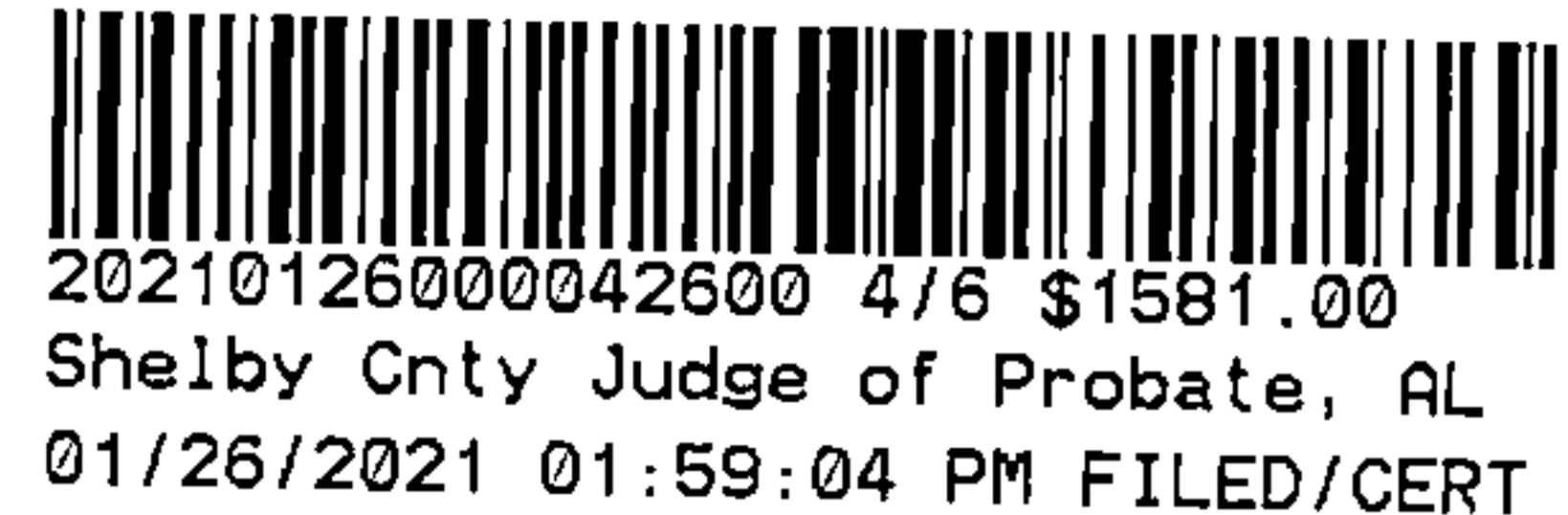
Name: Sonya A. Goude

XPRESS INVESTMENTS LLC, an Alabama  
limited liability company

By: Douglas A. Levene  
Name: Douglas A. Levene  
Its: Member

"LANDLORD"

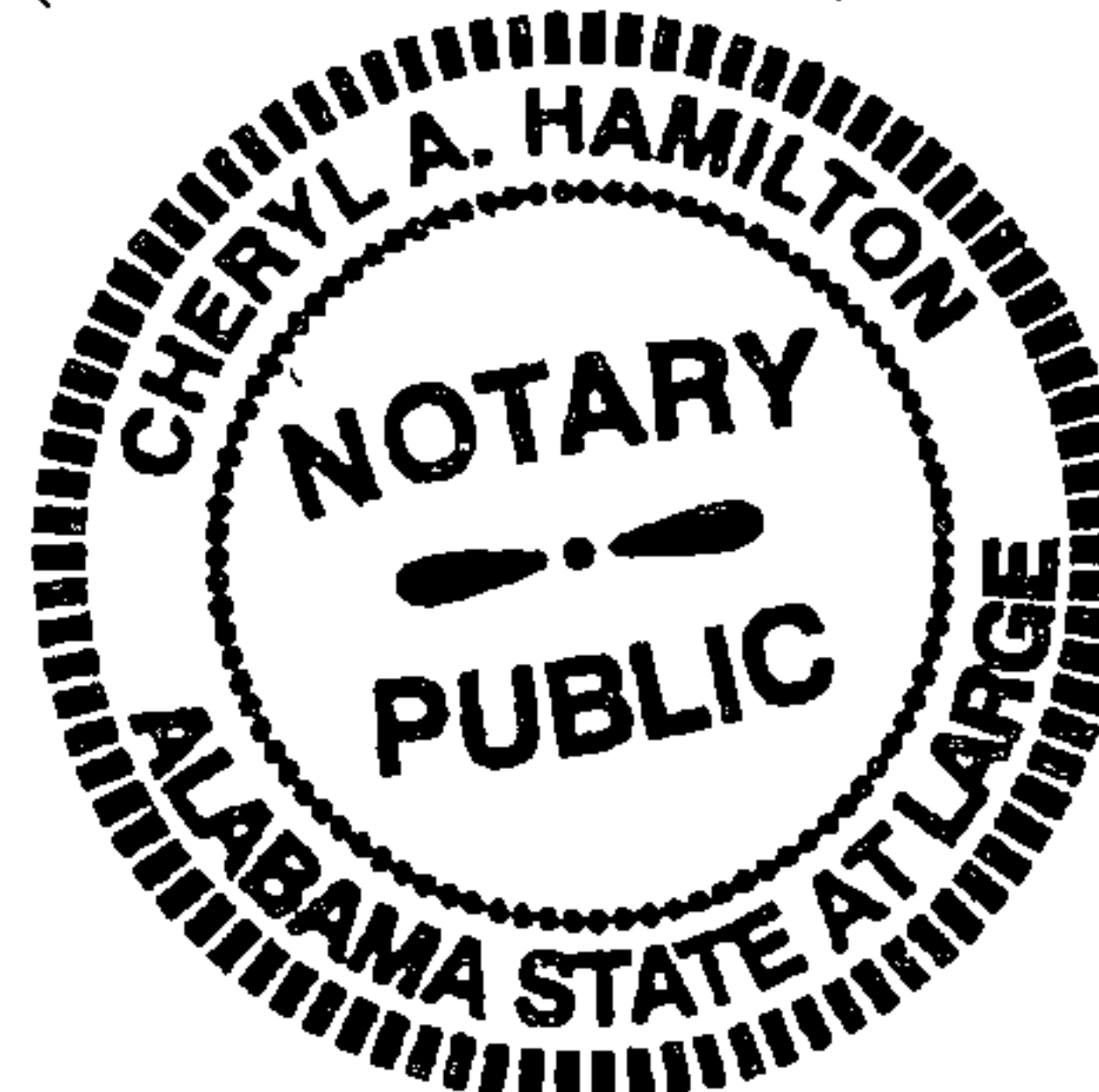
STATE OF ALABAMA     )  
COUNTY OF JEFFERSON    )



I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Douglas A. Levene, whose name as Member of XPRESS INVESTMENTS, 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 27<sup>th</sup> day of December, 2019.

Cheryl A. Hamilton  
Print Name Cheryl A. Hamilton  
Notary Public, State of Alabama  
My commission expires: 12-5-23  
(NOTARY SEAL)



Express Oil Change, LLC, a Delaware limited liability company

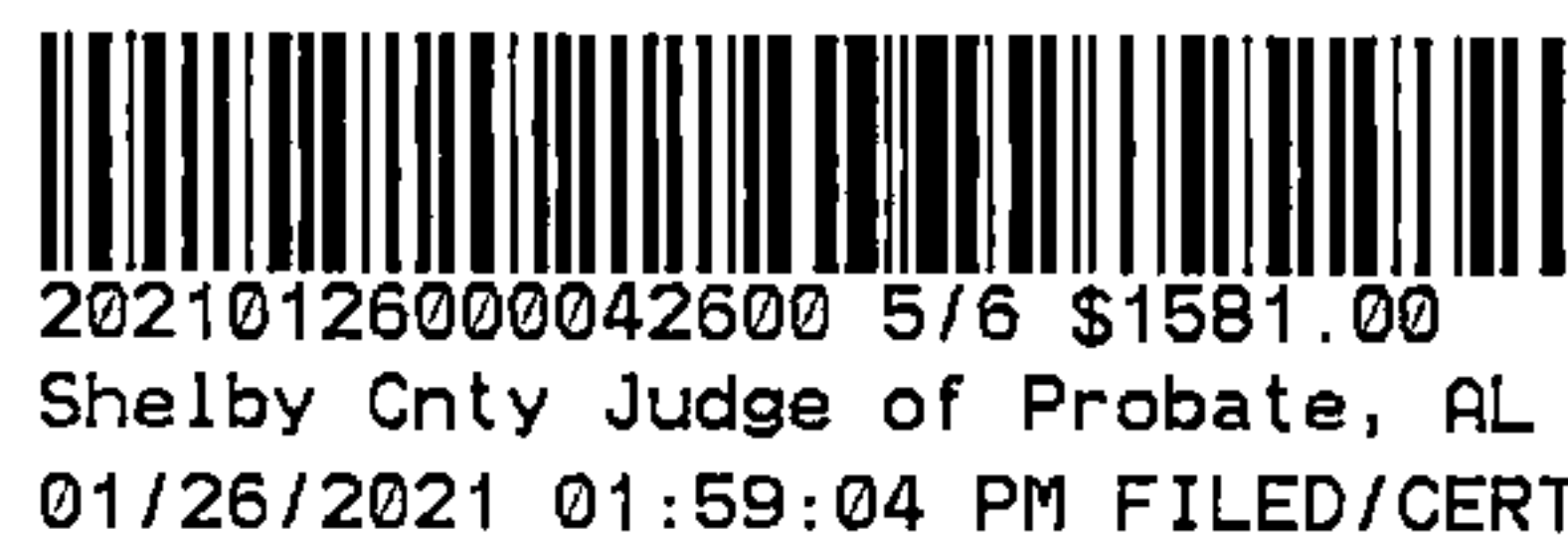
William McQueen  
Witness Signature

Name: William McQueen

By: R Kent Feazell  
Name: R Kent Feazell  
Its: EVP

“TENANT”

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )



I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that R. Kent Feazell, whose name as EVP 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 27th day of December, 2019.




Brenna Cleckley  
Print Name: Brenna Cleckley  
Notary Public, State of Alabama  
My commission expires: June 6, 2021  
(NOTARY SEAL)

## Exhibit A - Legal description for Alabaster Location

A tract of land lying on the Westerly side of Highway #31 and being in the SE ¼ of NE ¼ of Section 35, Township 20 South, Range 3 West and being more particularly described as follows:

Commence at a found concrete monument being at the intersection of the South R.O.W. of Shelby County #66 and the Westerly R.O.W. of Highway #31; thence run Southerly along the said Westerly R.O.W. of Highway #31; on an azimuth of 189°33'16" Southwesterly 568.85 feet to the corner of a sidewalk, said point being the point of beginning; thence an azimuth of 185°32' Southwesterly along a segment of a curve to the left, said curve having a central angle of 2°18' a radius of 2675.64 feet; thence along a chord to said segment a distance of 107.40 feet to the P.C.; thence an azimuth of 185°23' along said Westerly R.O.W. a distance of 33.66 feet to a found ½" rebar, at a point on the Northerly side of concrete curbing; thence an azimuth 275°38' Northwesterly along said curbing a distance of 77.43 feet to a found ½" rebar, at a point on the Easterly right of way of L & N Railroad; thence an azimuth of 5°52' Northeasterly along the Easterly R.O.W. of L & N Railroad a distance of 132.12 feet to a nail found in concrete; thence an azimuth of 88°54' Northeasterly 76.65 feet to the point of beginning.

Situated in Shelby County, Alabama.

  
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Shelby County, AL 01/26/2021  
State of Alabama  
Deed Tax:\$1544.00