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04/15/2022 09:51:15 AM
GRLEASE 1/6

PREPARED BY:

**KATHERINE WALSH
REALTY INCOME CORPORATION
11995 EL CAMINO REAL
SAN DIEGO, CA 92130**

WHEN RECORDED MAIL TO:

**FIDELITY NATIONAL TITLE CO – NCS DIV
ONE EAST WASHINGTON STREET, SUITE 450
PHOENIX, AZ 85004
ATTN: KELLI VOS
(602)343-7572**

TITLE NO.: 243013

ESCROW NO.: Z2240895-KJV

MASTER NO.: Z2240893-KJV

**DO NOT REMOVE THIS COVER SHEET. IT IS NOW PART OF THE RECORDED
DOCUMENT.**

DOCUMENT TO BE RECORDED:

MEMORANDUM OF LEASE

Recording requested by, and
after recording return to:

Realty Income Properties 19, LLC
Attn: Legal Department
11995 El Camino Real
San Diego, CA 92130

MEMORANDUM OF LEASE

This Memorandum of Lease is made and entered into as of March 31st, 2022, by and between **REALTY INCOME PROPERTIES 19, LLC**, a Delaware limited liability company ("**Landlord**") and **SERVICE COLLISION CENTER (GEORGIA), INC.**, a Georgia corporation ("**Tenant**") who agree as follows:

1. Landlord leases to Tenant and Tenant leases from Landlord that certain real property, together with all the improvements thereon and appurtenances thereunto belonging (the "**Premises**"), which legal description is attached hereto and incorporated herein as Exhibit "A," commonly known as:

GERBER COLLISION & GLASS
828 Highway 33
Pelham, AL

for a term of FIFTEEN (15) YEARS, commencing on March 31, 2022 and expiring on March 31, 2037. Tenant has FOUR (4) – FIVE (5) year options to extend the term of the Lease as more particularly set forth in the Lease.

2. Notice is hereby given that Landlord shall not be liable for any labor, services or materials furnished or to be furnished to Tenant, or to anyone holding any of the Premises through or under Tenant, and that no mechanic's or other liens for any such labor, services or materials shall attach to or affect the interest of Landlord in and to any of the Premises.

3. This Memorandum of Lease is prepared for the purpose of recordation and does not modify the provisions of the lease dated March 31, 2022 and entered into by and between Landlord and Tenant ("**Lease**"). The Lease is incorporated herein by reference. If there are any conflicts between the Lease and this Memorandum of Lease, the provisions of the Lease shall prevail.

[Signature pages follow]

**LANDLORD'S SIGNATURE PAGE
TO
MEMORANDUM OF LEASE**

LANDLORD:

REALTY INCOME PROPERTIES 19, LLC
a Delaware limited liability company

By: Realty Income Corporation,
a Maryland corporation, its manager

By: _____

Karolina Ericsson

SVP, Associate General Counsel

Date: 3/24/2022



ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

On March 24, 2022 before me, Katherine Elizabeth Walsh, Notary Public, personally appeared Karolina Ericsson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public

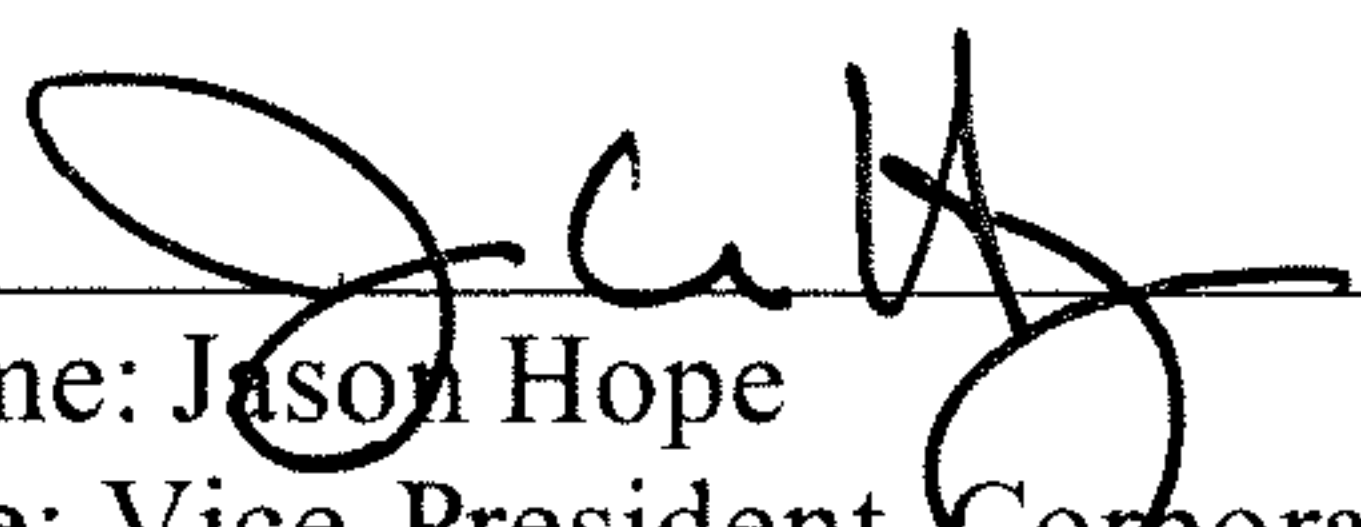
(Notary Seal)



**TENANT'S SIGNATURE PAGE
TO
MEMORANDUM OF LEASE**

TENANT:

**SERVICE COLLISION CENTER
(GEORGIA), INC.**

By: 
Name: Jason Hope
Title: Vice-President, Corporate Development
& Strategic Projects

Address: 1745 Ellice Avenue, Unit C1
Winnipeg, MB Canada R3H 1A6

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

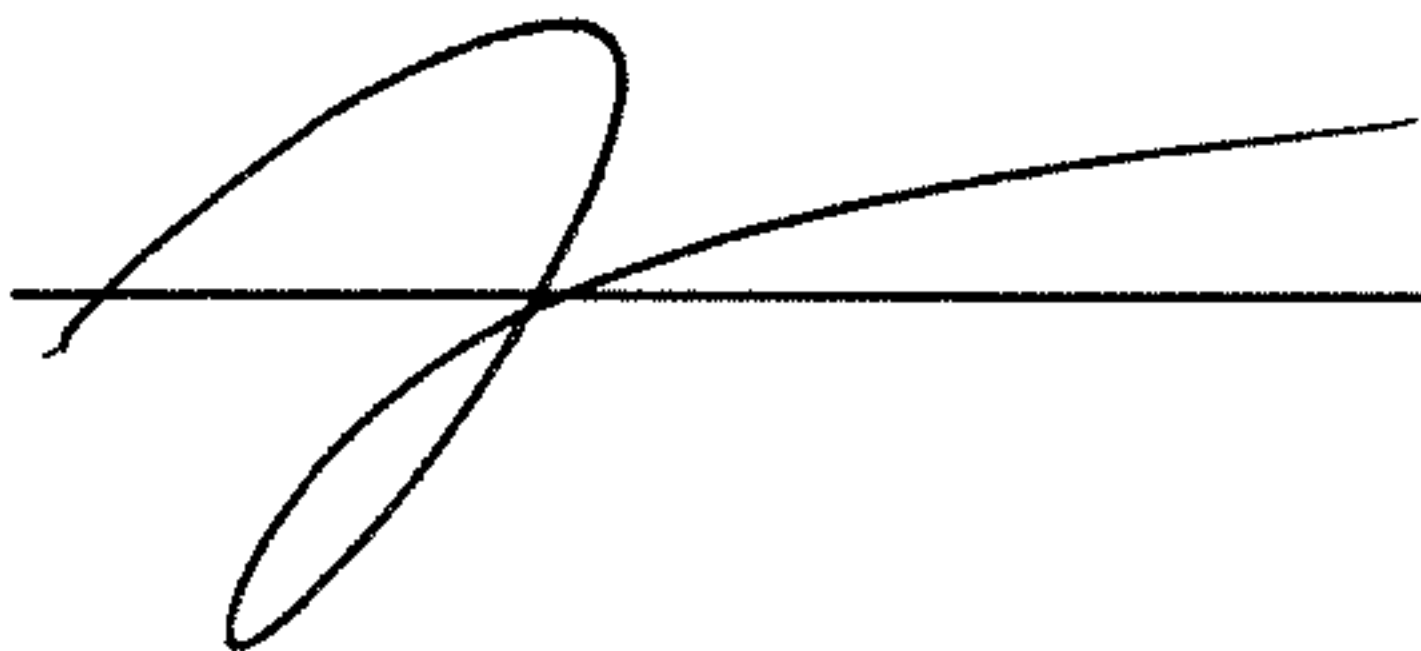
STATE OF CALIFORNIA)
)
COUNTY OF Riverside) ss.

On March 24, 2022, before me, Raquel Guerra, Notary Public, personally appeared Jason Hope, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)

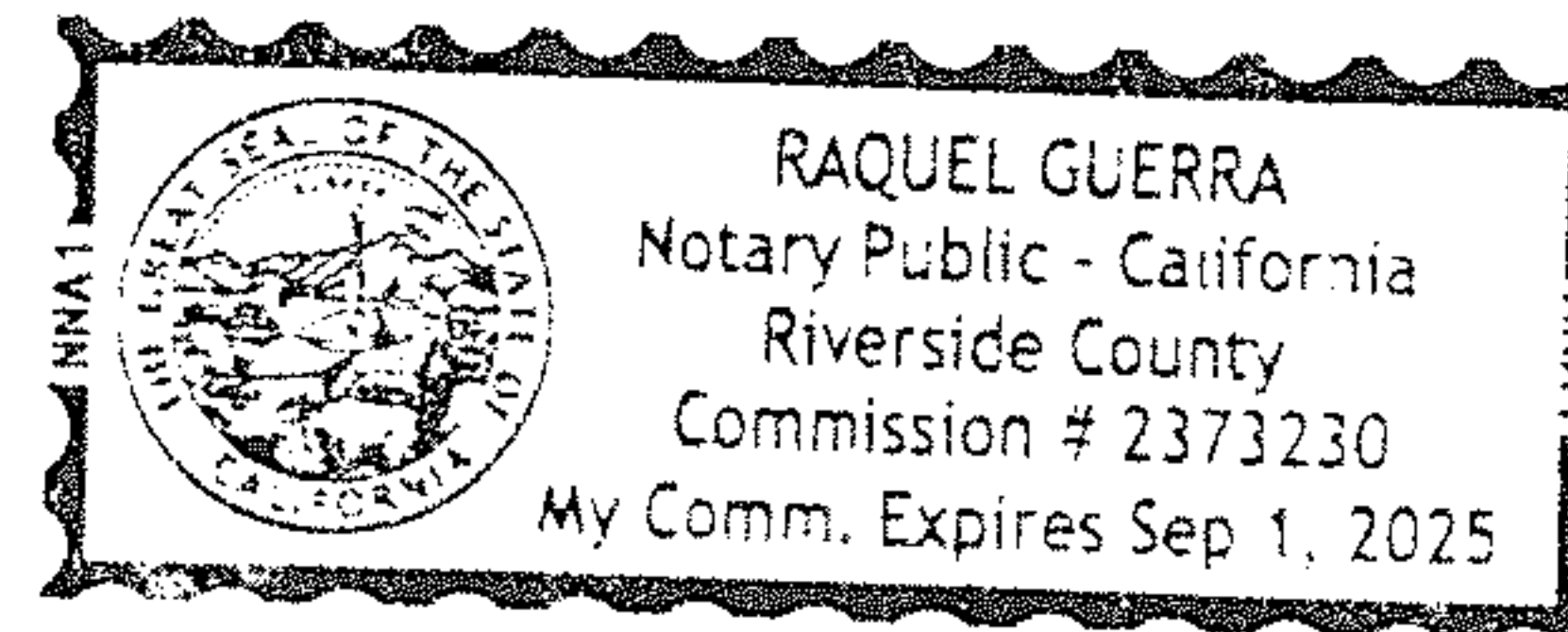


EXHIBIT A

Legal Description

Parcel I:

A parcel of land situated in the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama, described as follows:

Commence at the SW corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama and run thence Easterly along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ 424.47 feet to a point; thence turn $63^{\circ}45'08''$ left and run Northeasterly 1,160.77 feet to a steel pin corner and the point of beginning of the property being described; thence continue along last described course 44.00 feet to a steel pin corner; thence turn $92^{\circ}24'54''$ left and run along an existing fence line 69.02 feet to a steel pin corner; thence turn $84^{\circ}22'47''$ right and run along an existing fence line 64.41 feet to a steel pin corner; thence turn $86^{\circ}01'01''$ left and run 195.87 feet to an existing steel pin corner on the East margin of Shelby County Highway No. 33, thence turn $86^{\circ}08'22''$ left and run Southwesterly along said margin of said Highway 106.00 feet to a steel pin corner; thence turn $92^{\circ}56'48''$ left and run 273.40 feet to the point of beginning; being situated in Shelby County, Alabama.

ALSO, a non-exclusive 20 foot easement described as follows:

Commence at the SW corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama, and run thence Easterly along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ 424.47 feet to a point; thence turn $63^{\circ}45'08''$ left and run Northeasterly 1,160.77 feet to a steel pin corner; thence continue along last described course 44.00 feet to a steel pin corner; thence turn $92^{\circ}24'54''$ left and run along an existing fence line 69.02 feet to a steel pin corner; thence turn $84^{\circ}22'47''$ right and run along an existing fence line 64.41 feet to a steel pin corner; thence turn $86^{\circ}01'01''$ left and run 195.87 feet to an existing steel pin corner on the East margin of Shelby County Highway No. 33; thence turn $86^{\circ}08'22''$ left and run Southwesterly along said margin of said Highway 106.00 feet to a steel pin corner and the point of beginning of the easement being described; thence continue along last described course 20.03 feet to a point; thence turn $92^{\circ}56'48''$ left and run East-Southeasterly parallel with the South line of just described property 138.03 feet to a point; thence turn $90^{\circ}00'00''$ left and run 20.0 feet to a point on the said South line of the said property; thence turn $90^{\circ}00'00''$ left and run 137.00 feet to the point of beginning, being situated in Shelby County, Alabama.

PARCEL II:

A parcel of land located in the Southeast $\frac{1}{4}$ of Section 13, Township 20 South, Range 3 West, being more particularly described as follows: Commence at a point where the North line of the Southeast $\frac{1}{4}$ intersects the Easterly right of way line of Shelby County Highway No. 33; from said point run Easterly along the North line of said $\frac{1}{4}$ for a distance of 293.96 feet to an iron; thence turn an interior angle to the left of $65^{\circ}54'17''$ and run in a Southwesterly direction for a distance of 219.16 feet to an iron pin and the point of beginning; from said point of beginning continue in said Southwesterly direction for a distance of 66.46 feet to an iron pin; thence turn an interior angle

to the left of $92^{\circ}09'33''$ and run in a Northwesterly direction for a distance of 68.98 feet to an iron pin; thence turn an interior angle to the left of $95^{\circ}57'16''$ and run in a Northeasterly direction for a distance of 64.10 feet to an iron pin; thence turn an interior angle to the left of $85^{\circ}59'49''$ and run in a Southeasterly direction for a distance of 78.18 feet to an iron pin, being the Point of Beginning.

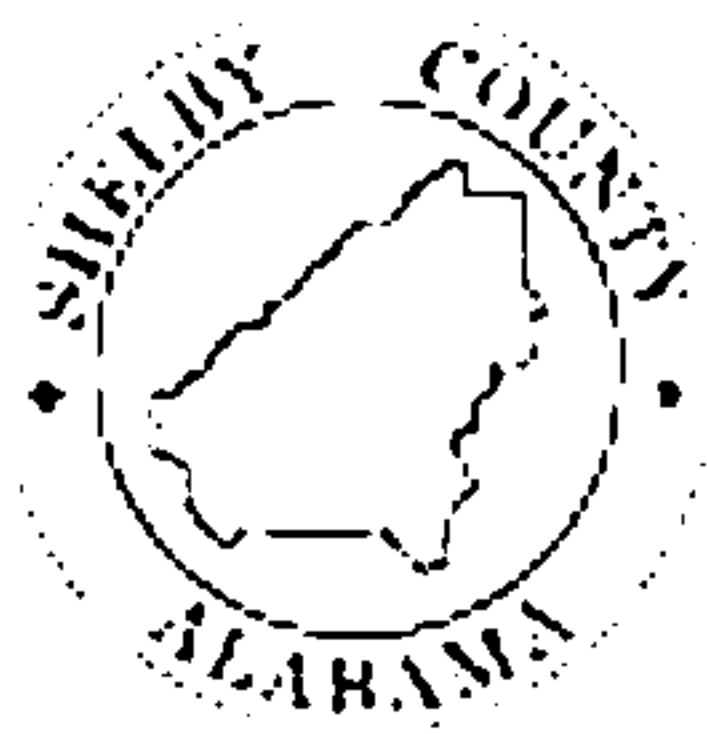
LESS AND EXCEPT the following:

A parcel of land in the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama, described as follows; Commence at the SW corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama; thence South $88^{\circ}36'56''$ East for a distance of 174.65 feet; thence North $22^{\circ}53'43''$ East a distance of 733.59 feet; thence North $64^{\circ}30'49''$ West a distance of 878.69 feet to the point of beginning; thence continue along the last described course a distance of 273.38 feet to the Easterly right of way of Shelby County Highway 33; thence South $28^{\circ}22'52''$ West along said right of way a distance of 311.36 feet; thence South $77^{\circ}08'49''$ East and leaving said right of way a distance of 282.31 feet; thence North $28^{\circ}36'56''$ East a distance of 249.59 feet to the point of beginning; being situated in Shelby County, Alabama.

Parcel III

A parcel of land in the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama, described as follows: Commence at the SW corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama; thence South $88^{\circ}36'56''$ East a distance of 174.65 feet; thence North $22^{\circ}53'43''$ East a distance of 733.59 feet; thence North $64^{\circ}30'49''$ West a distance of 878.69 feet to the POINT OF BEGINNING; thence continue along the last described a distance of 273.38 feet to the easterly right of way of Shelby County Highway 33; thence South $28^{\circ}22'52''$ West along said right of way a distance of 311.36 feet; thence South $77^{\circ}08'49''$ East and leaving said right of way a distance of 282.31 feet; thence North $28^{\circ}36'56''$ East a distance of 249.59 feet to the POINT OF BEGINNING, being situated in Shelby County, Alabama.

PINs: 13-6-13-4-002-003.001
13-6-13-4-002-004.000
13-6-13-4-002-004.001



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
04/15/2022 09:51:15 AM
\$559.50 JOANN
20220415000155920

Allen S. Bayl