

**THIS INSTRUMENT PREPARED BY AND
WHEN RECORDED, RETURN TO:**

Circle K Stores Inc.
19500 Bulverde Road, Suite 100
San Antonio, Texas 78259
Attn: Legal Department – Real Estate

MEMORANDUM OF LEASE

This Memorandum of Lease (“*Memorandum*”) is entered into by and between CIRCLE K STORES INC., a Texas corporation, located at 25 West Cedar Street, Suite M, Pensacola, Florida 32502 (“*Tenant*”), and BROADWAY & PRESTON, LLC, an Alabama limited liability company, located at 116 Jefferson Street South, Suite 202, Huntsville, AL 35801 (“*Landlord*”), to evidence the existence of a commercial lease containing the term described below (as amended from time to time, the “*Lease*”) between Landlord and Tenant.

Effective Date: April 30, 2022.

Description of Leased Premises: That certain real property located at 2101 Pelham Parkway, Pelham, Shelby County, Alabama 35244, as legally described on the attached **Exhibit A**.

Commencement Date: April 1, 2023.

Primary Term: Fifteen (15) years.

Renewal Options: Seven (7) additional and consecutive terms for up to five (5) years each

Preemptive Rights to Purchase or Lease: The Lease grants Tenant the preemptive right to purchase the Leased Premises on certain terms and conditions. The Lease also grants Tenant the preemptive right to lease the Leased Premises after the expiration or termination of the Lease.

Restrictive Covenants: The Lease contains restrictions on Landlord’s properties within a radius of one mile of the Leased Premises.

The purpose of this Memorandum is to give record notice of the Lease (copies of which are held by, and portions thereof may be obtained from, Landlord and Tenant at their respective addresses stated above) and of the terms and conditions of, and the rights created by the Lease, all of which are confirmed by Landlord and Tenant and incorporated into this Memorandum. The Lease may be amended from time to time, but neither Landlord nor Tenant assumes any responsibility to update this Memorandum to reflect any Lease amendments.

This Memorandum may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[remainder of page intentionally left blank]

Tenant:



CIRCLE K STORES INC.,
a Texas corporation

By: 
Name: Marcella Rocha
Title: Assistant Secretary

State of Texas)
) ss.
County of Bexar)

On this 24th day of April 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Marcella Rocha, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Assistant Secretary of Circle K Stores Inc., a Texas corporation, who acknowledged to me that he/she/they executed the same in his/her/their authorized capacity on behalf of the corporation.

WITNESS my hand and official seal.


Notary Public

My Commission Expires

01-05-2026

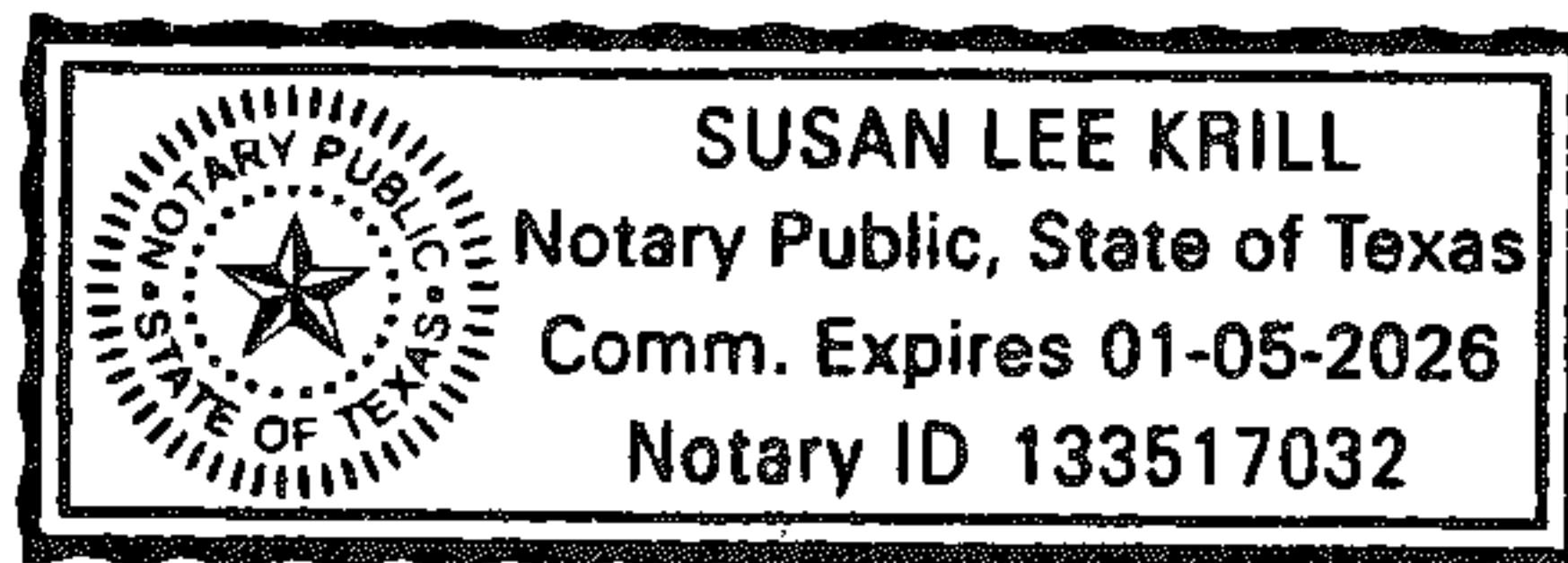


EXHIBIT "A"
TO
MEMORANDUM OF LEASE

(Legal Description of Leased Premises)

Parcel I:

Part of the SW 1/4 of the SW 1/4 of Section 30, Township 19 South, Range 2 West, Shelby County, Alabama. being more particularly described as follows: From the SW corner of said Section 30, run in an easterly direction along the south line of said section for a distance of 94.14 feet to an existing iron rebar being on the east right of way line of U.S. Highway #31 and being the point of beginning; thence continue in an easterly direction along the south line of said section for a distance of 214.44 feet to an existing iron rebar; thence turn an angle to the left of 89°34'39" and run in a northerly direction for a distance of 223.26 feet to an existing PK nail set on the south right of way line of Valleydale Road; thence turn an angle to the left of 100° 48'21" and run in a southwesterly direction along said south right of way line of Valleydale Road for a distance of 79.74 feet to an existing nail; thence turn an angle to the left of 33° 50'29" and run in a southwesterly direction for a distance of 181.0 feet to an existing old iron rebar being on the east right of way line of U.S. Highway #31; thence turn an angle to the left of 40°17' 08" and run in a southerly direction along the east right of way line of U.S. Highway #31 for a distance of 83.02 feet, more or less, to the point of beginning.

Parcel II:

A parcel of land located in the Northwest 1/4 of the Northwest 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described by the following metes and bounds legal description, based on a Boundary Survey prepared by Walter Schoel Engineering Company, Inc. dated August 27, 1998, to wit: Commence at the Northwest corner of the said Section 31 (also known as the Southwest corner of Section 30); run thence along the North boundary of said Section 31, N 90°00'00" E (assumed bearing) for a distance of 94.14 feet, to the point of beginning of the parcel herein described, said point also being a point on the Easterly right of way line of U.S. Highway #31; thence continue along said North boundary of Section 31, N90°00'00" E for a distance of 214.44 feet; thence S 00°25'21" W for a distance of 90.00 feet; thence along a line lying 90.00 feet south of and parallel with the aforesaid North boundary of Section 31, N 90°00'00" W for a distance of 224.27 feet, to a point on the aforesaid Easterly right of way line of U.S. Highway #31, lying 100 feet Easterly of concentric with the centerline of said Highway, being a spiral angle of 4°30'; thence along said right of way, across the chord N 06°38'57" E for a distance of 90.61 feet, to the point of beginning.

Together with those certain rights granted for ingress/egress as set out in the Reciprocal Easement Agreement recorded in Instrument 1993-22435 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
04/28/2023 01:04:59 PM
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