

Recording requested by, and
after recording return to:

WOMBLE BOND DICKINSON (US) LLP
555 Fayetteville Street, Suite 1100
Raleigh, NC 27601

72346501

MEMORANDUM OF LEASE

This Memorandum of Lease ("**Memorandum**") is made and entered into as of August 23, 2023, by and between NS RETAIL HOLDINGS, LLC, a Delaware limited liability company ("**Landlord**") and SERVICE COLLISION CENTER (GEORGIA), INC., a Georgia corporation ("**Tenant**").

Landlord is the fee owner of certain real property and improvements situated in Shelby County, Alabama and more particularly described on Exhibit A attached hereto, on which is situated a building generally known as 140 Resource Center Parkway, Birmingham, AL (the "**Premises**").

As of the date hereof, Landlord and Tenant have entered into a Lease Agreement (the "**Lease**") pursuant to which Landlord has leased the Premises to Tenant. In connection with the Lease, Landlord and Tenant have entered into this Memorandum to confirm the demise of the Premises and to provide notice to any interest part of such demise.

NOW THEREFORE, the parties state as follows:

1. This Memorandum is prepared for the purpose of recordation and does not modify the provisions of the Lease, the terms of which are incorporated herein by reference. If there are any conflicts between the Lease and this Memorandum, the provisions of the Lease shall prevail.

2. This Memorandum is executed for the purpose of recordation in order to give notice of all the terms, provisions, and conditions of the Lease, including, without limitation:

a. The term of the lease is for approximately fifteen (15) years from the Rent Commencement Date, as more particularly defined in the Lease.

b. Tenant has four (4) five (5) year options to extend the term of the Lease on the terms and conditions more particularly set forth in the Lease.

3. 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.

[Signature and Notary Pages Follow]

[Landlord's Signature Page]

In witness whereof, the Landlord and Tenant have each caused this Memorandum to be executed as of the date first above written.

LANDLORD:

NS RETAIL HOLDINGS, LLC,
a Delaware limited liability company

By: 
Name: Kirk Klatt
Title: Senior Vice President

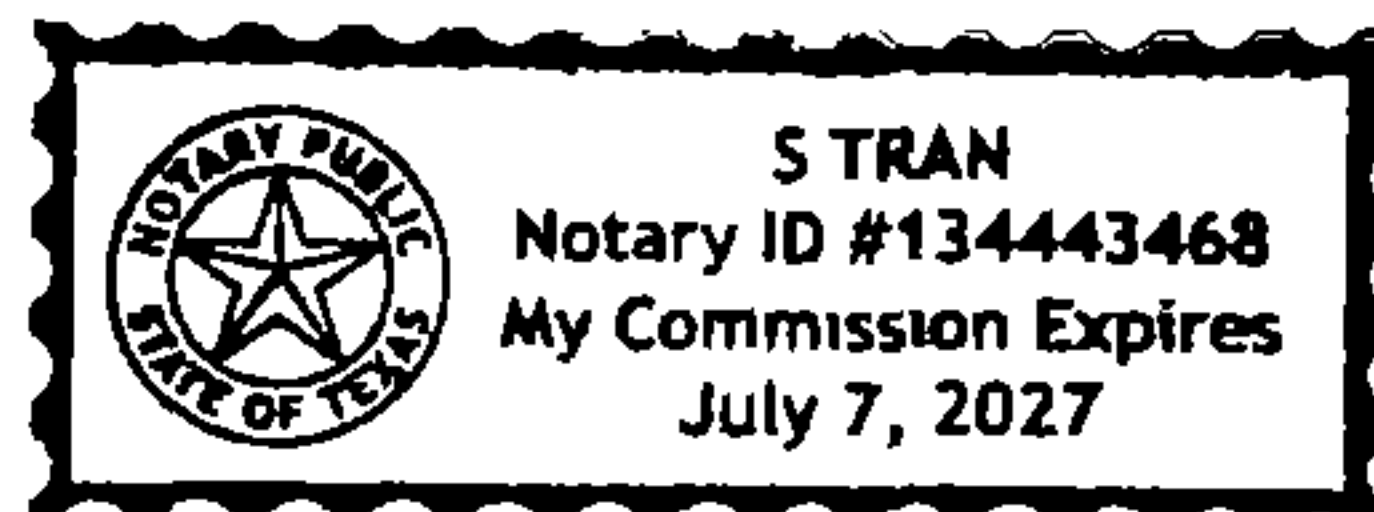
Address:
2021 McKinney Avenue
Suite 1150
Dallas, Texas 75201

STATE OF Texas)
) ss:
COUNTY OF Dallas)

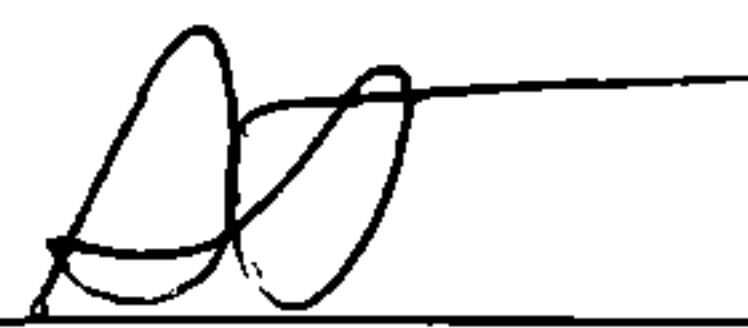
I, the undersigned, a Notary Public of the State and County aforesaid, do hereby certify that the following person, Kirk Klatt, in his capacity as Senior Vice President of NS Retail Holdings, LLC, a Delaware limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal this 17th day of August, 2023.

(NOTARY SEAL)



My commission expires. 7/7/2027


Notary Public, aforesaid County and State
S. Tran
Printed Name of Notary Public

[Tenant's Signature Page]

TENANT.

SERVICE COLLISION CENTER (GEORGIA),
INC., a Georgia corporation

By: [Signature]
Name: Jeff Murray
Title: Vice-President, Finance

Address.
400 West Grand Avenue
Elmhurst, IL 60126
Attention: President

PROVINCE OF MANITOBA)
MUNICIPALITY OF) ss:
WINNIPEG)

I, the undersigned, a Notary Public of the State and County aforesaid, do hereby certify that the following person, Jeff Murray, in his/her capacity as Vice President, Finance of Service Collision Center (Georgia), Inc., a Georgia corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal this 22 day of August, 2023

(NOTARY SEAL)

My commission expires

Unlimited

[Signature]
Notary Public, Province of Manitoba

Peter S. Tari
Printed Name of Notary Public

EXHIBIT A

Legal Description

That real property situated in the County of ~~Shelby~~, State of Alabama, and described as follows:

Parcel 1:

Lot 1B-1 according to the Resurvey of Lot 1B Resource Center, as recorded in Map Book 35, Page 95, in the Office of the Probate Judge of Shelby County, Alabama.

Parcel 2:

Together with rights that constitute an interest in real estate obtained in Storm-Water Drainage Easement recorded in Instrument # 20061229000637190.

Parcel 3:

Together with rights that constitute an interest in real estate obtained in Joint Driveway and Easements Agreement recorded in Instrument # 20051215000649090 and Instrument # 20060220000082030.

Property Address: 140 Resource Center Parkway, Birmingham, Alabama 35242



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
08/15/2024 08:56:45 AM
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Allen S. Beal