

This instrument prepared by
and when recorded return to:
Margaux Hyman, Esq.
Taft Stettinius & Hollister LLP
27777 Franklin Road, Suite 2500
Southfield, Michigan 48034

SEND TAX BILLS TO
Grantee:
Agree Convenience No. 1, LLC
32301 Woodward Avenue
Royal Oak, MI 48073

STATE OF ALABAMA)
SHELBY COUNTY)

MEMORANDUM OF ASSIGNMENT

This MEMORANDUM OF ASSIGNMENT (this “**Memorandum**”) is made and effective as of December 26, 2024, by and between **BROADWAY & PRESTON, LLC**, an Alabama limited liability company, whose address is 116 Jefferson Street South, Suite 204, Huntsville, Alabama 35801 (“**Assignor**”), and **AGREE CONVENIENCE NO. 1, LLC**, a Delaware limited liability company, whose address for mailing purposes is 32301 Woodward Avenue, Royal Oak, Michigan 48073 (“**Assignee**”).

RECITALS

Assignor is landlord under that certain Ground Lease dated April 30, 2022 (the “Original Lease”), as amended by that certain First Amendment to Ground Lease dated February 4, 2022 (the “First Amendment”), by that certain Second Amendment to Ground Lease dated March 29, 2022 (the “Second Amendment”), by that certain Third Amendment to Ground Lease dated September 2, 2022 (the “Third Amendment”), by that certain Fourth Amendment to Ground Lease dated December 5, 2022 (the “Fourth Amendment”), by that certain Fifth Amendment to Ground Lease dated December 15, 2022 (the “Fifth Amendment”), by that certain Sixth Amendment to Ground Lease dated December 21, 2022 (the “Sixth Amendment”), by that certain Commencement Date Agreement dated April 25, 2023 (the “Commencement Date Agreement”), by that certain Delivery Date Agreement dated April 25, 2023 (the “Delivery Date Agreement”), by that certain Landlord Work Period Agreement dated April 25, 2023 (the “Landlord Work Period Agreement”), and by that certain Consent Under Ground Lease dated May 31, 2024 (the “Consent Under Ground Lease”) (collectively, the “**Lease**”) between Assignor, as landlord, and Circle K Stores Inc., a Texas corporation, as tenant, a Memorandum of Lease of which, dated April 24, 2023, was recorded as Instrument No. 20230428000125200, as amended by that Scrivener's Affidavit recorded as Instrument No. 20230801000230490, in the Probate Records of Shelby County, Alabama.

Pursuant to that certain Assignment and Assumption of Lease, of even date herewith, entered into by and between Assignor and Assignee (the “**Assignment**”), Assignor has assigned to Assignee, and Assignee has, subject to the terms and conditions of the Assignment, assumed the Lease.

Assignor and Assignee enter into this Memorandum for the purposes set forth below.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

Assignor has irrevocably assigned and conveyed all of its right, title, and interest in, to and under the Lease to Assignee. Assignee has irrevocably assumed all of Assignor's right, title and interest in, to and under the Lease and agreed to discharge all of the liabilities and obligations of Assignor under the Lease.

This Memorandum is prepared for recording and is recorded in order to put all persons on notice of the assignment of the Lease by Assignor to Assignee, pursuant to the Assignment. This Memorandum is only a summary of certain provisions of the Lease and the Assignment, and this Memorandum does not itself amend or modify the Lease or the Assignment or any other document pertaining to the Lease or the Assignment. To the extent that conflicts arise between the terms of either the Lease or the Assignment and this Memorandum, it is the parties' intent and agreement that the Lease or the Assignment, as applicable, will control.

This Notice Assignment may be executed in several counterparts each of which is an original and all of which taken together shall be deemed to be one and the same instrument.

[Signatures on the following pages.]

IN WITNESS WHEREOF, this Memorandum of Assignment has been duly executed as of the date first above written.

ASSIGNOR:

BROADWAY & PRESTON, LLC,
an Alabama limited liability company

By: *Sally S. Lambert*
Name: Sally S. Lambert
Its: Manager

STATE OF ALABAMA)

COUNTY OF MADISON)

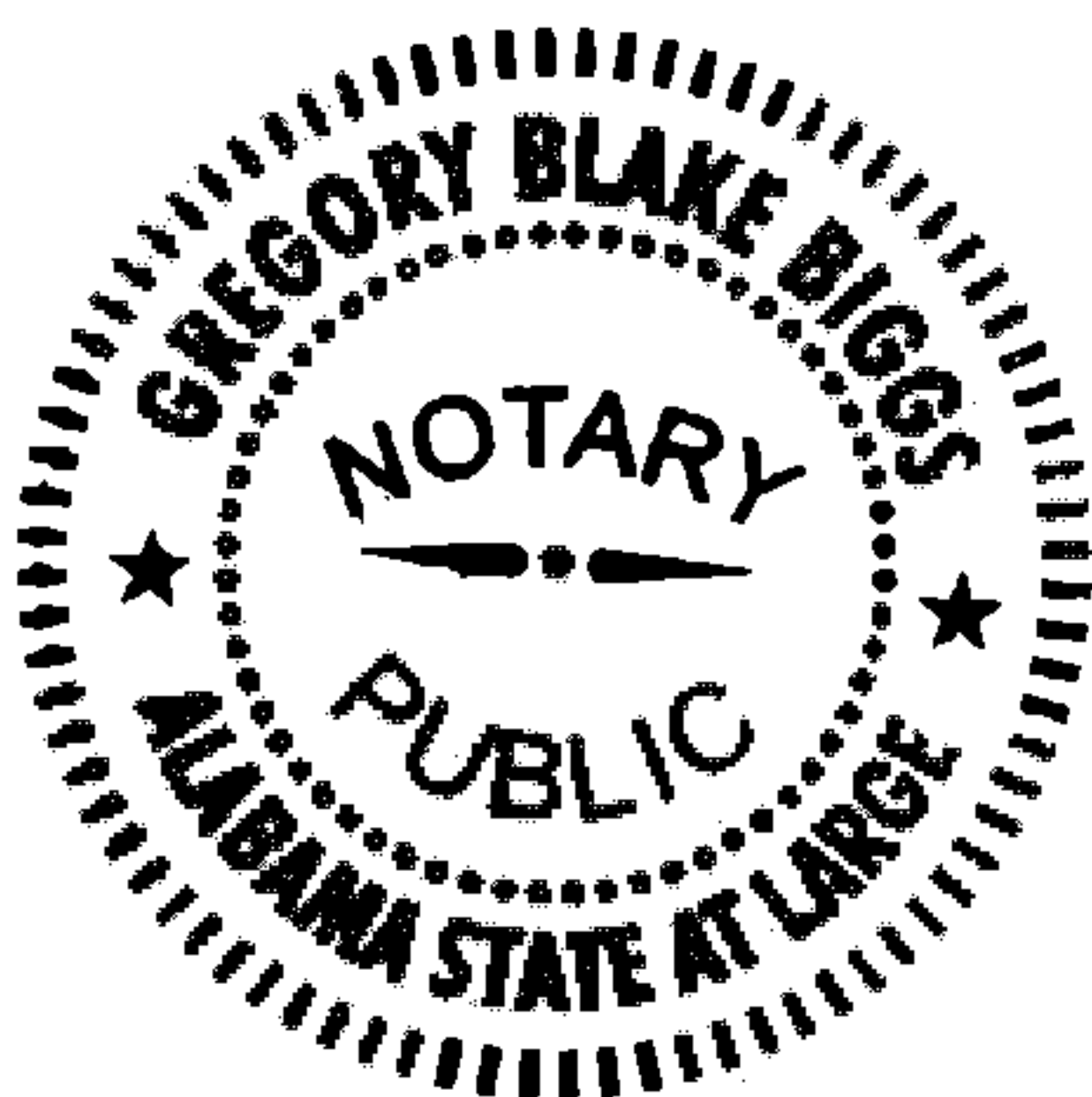
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Sally S. Lambert, whose name as the Manager of Broadway & Preston, LLC, an Alabama limited liability company, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this date, that being informed of the contents of the conveyance she, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal this 26th day of December, 2024.

Gregory Blake Biggs
Notary Public

My commission expires: My Commission Expires 03/27/2028

AFFIX SEAL



THUS DONE AND SIGNED at my office in the County/Parish of Oakland, State of Michigan, on the date first hereinabove written, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

ASSIGNEE:

Witness: Madeline Kizy
Print Name: Madeline Kizy

Witness: Betsy Venditelli
Print Name: BETSY VENDITELLI

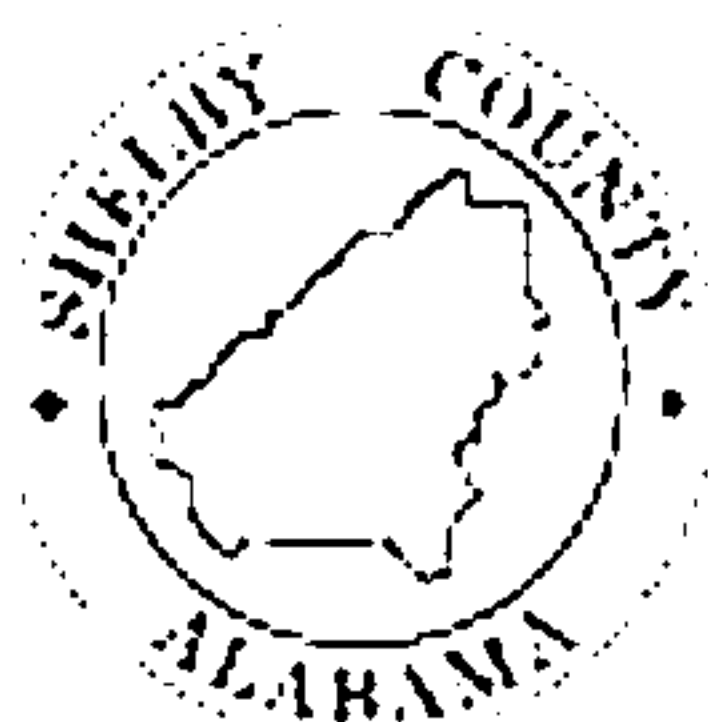
AGREE CONVENIENCE NO. 1, LLC,
a Delaware limited liability company

By: Danielle Spehar
Name: Danielle Spehar
Its: Authorized Representative DS

Susan M. Moore
Notary Public
Print Name: Susan M. Moore
State of Michigan
Parish/County: Macomb, acting in Oakland
My Commission expires: 10/7/2028

(Notary Seal)

SUSAN M. MOORE
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Oct 7, 2028
ACTING IN COUNTY OF Oakland



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
01/03/2025 11:16:41 AM
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Allen S. Bayl