
(Above space reserved for recorder)

Prepared By:

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Record and return to:

Lawyers Title Insurance Company

4514 Cole Avenue, Suite 1400

Dallas, Texas 75205

File No: 1901552500467-E

MEMORANDUM OF ASSIGNMENT OF LEASE

THIS MEMORANDUM OF ASSIGNMENT OF LEASE ("Memorandum") is made effective as of October 23, 2025, by and between CGP HELENA 7B, LLC, a Delaware limited liability company, ("Assignor"), and NS RETAIL HOLDINGS, LLC, a Delaware limited liability company ("Assignee").

RECITALS

A. Assignor, as landlord, leases the real property described on Exhibit A attached hereto (the "Premises") to Southern Brew Corp., a Delaware corporation ("Tenant") pursuant to that certain Net Lease Agreement by and between Assignor and Tenant dated August 1, 2025 (as amended, modified, supplemented or assigned, collectively, the "Lease"). The Lease is evidenced by that certain Memorandum of Lease dated August 1, 2025, recorded August 12, 2025, as Instrument No. 20250812000246660, in the Office of the Judge of Probate, Shelby County, Alabama.

B. Assignor has assigned all of its right title and interest in and to the Lease to Assignee pursuant to that certain Assignment and Assumption of Lease of even date herewith by and between Assignor and Assignee (the "Assignment of Lease").

NOW, ~~THEREFORE~~, in consideration of the Lease and as evidence thereof, Assignor and Assignee hereby agree as follows:

1. Pursuant to the Assignment of Lease, as of the date hereof, Assignor has assigned to Assignee, its successors and assigns, all of Assignor's right, title and interest as lessor under the Lease and Assignee has assumed all of Assignor's obligations under the Lease.

2. This Memorandum is subject to all of the terms and conditions set forth in the Assignment of Lease which is incorporated herein by reference and made a part hereof, as fully as though copied verbatim herein.

3. Notwithstanding anything set forth herein to the contrary, in the event of a conflict between this Memorandum and the Assignment of Lease, the terms and conditions set forth in the Assignment of Lease shall prevail.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Memorandum as of the day and year first above written.

ASSIGNOR:

CGP HELENA 7B, LLC,
a Delaware limited liability company

By: _____

Name: Danielle E. Yance

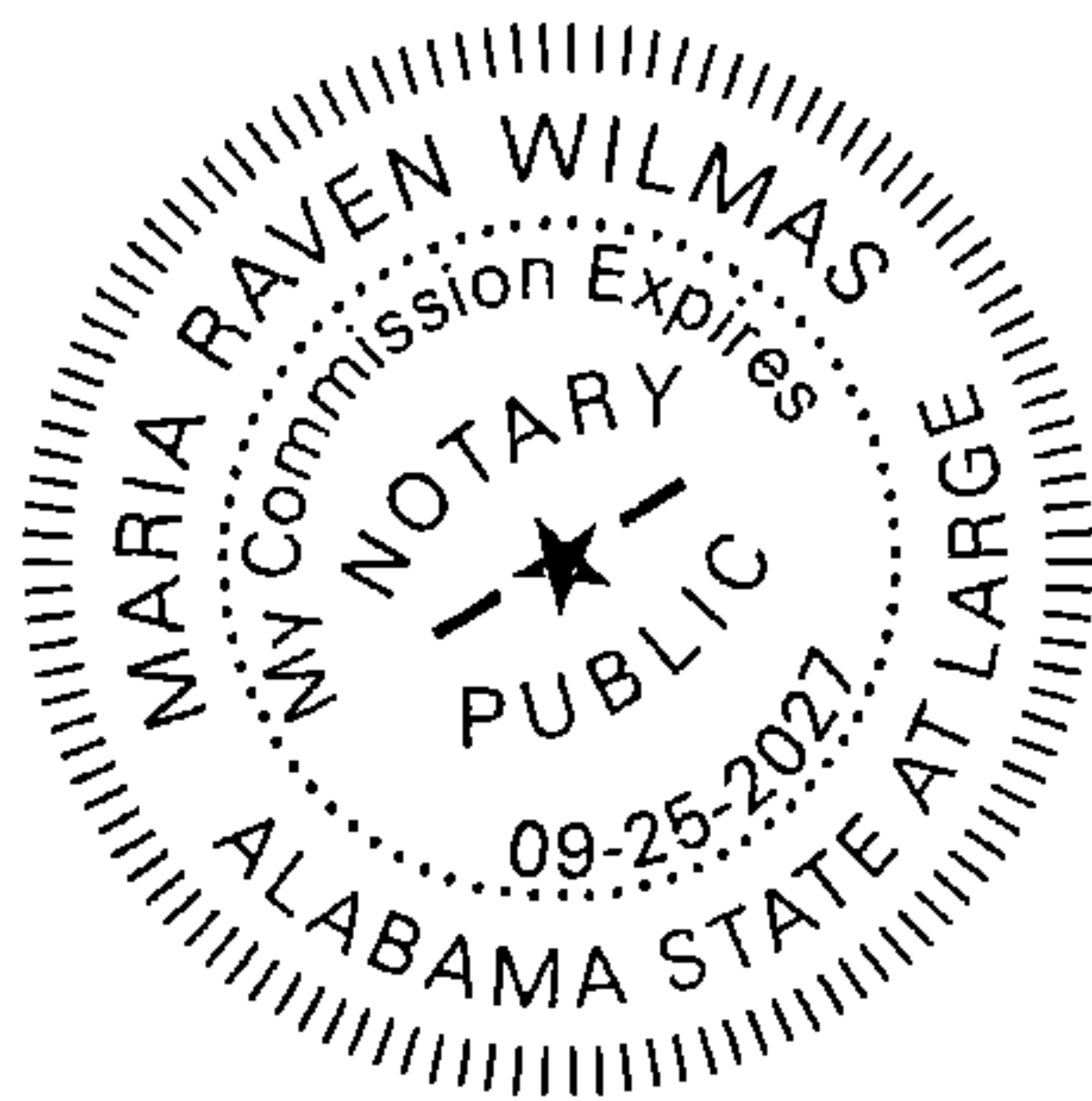
Its: Authorized Agent

STATE OF ALABAMA)
) ss.
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Danielle E. Yance, whose name as Authorized Agent of CGP HELENA 7B, 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 the instrument, he or she, as such Authorized Agent and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this 18 day of December, 2025.

[SEAL]

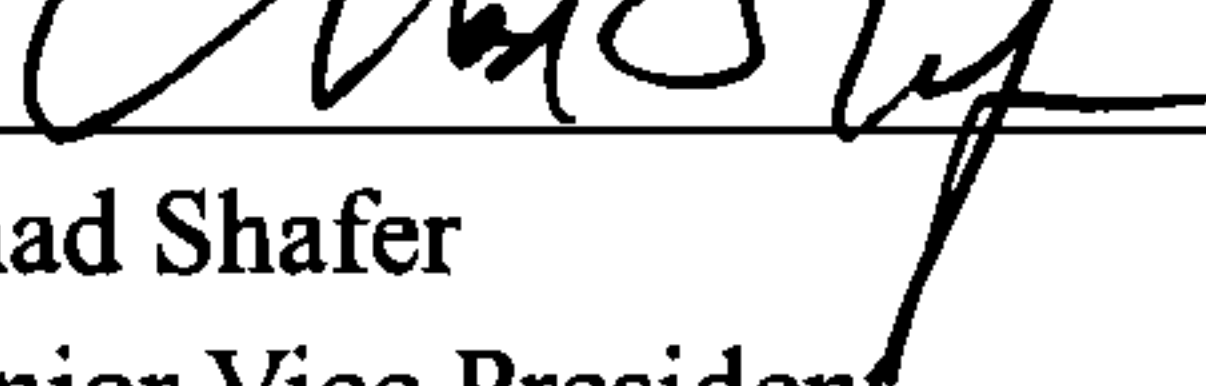


Notary Public

My Commission Expires: 9-25-2027

ASSIGNEE:

NS RETAIL HOLDINGS, LLC,
a Delaware limited liability company

By: 
Name: Chad Shafer
Title: Senior Vice President


STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was ACKNOWLEDGED before me, on December 12, 2025, by Chad Shafer the Senior Vice President of NS RETAIL HOLDINGS, LLC, a Delaware limited liability company, on behalf of said entity.

[S E A L]

My Commission Expires:

Feb. 11, 2029


Notary Public, State of Texas

Caitlin Parsley
Printed Name of Notary Public

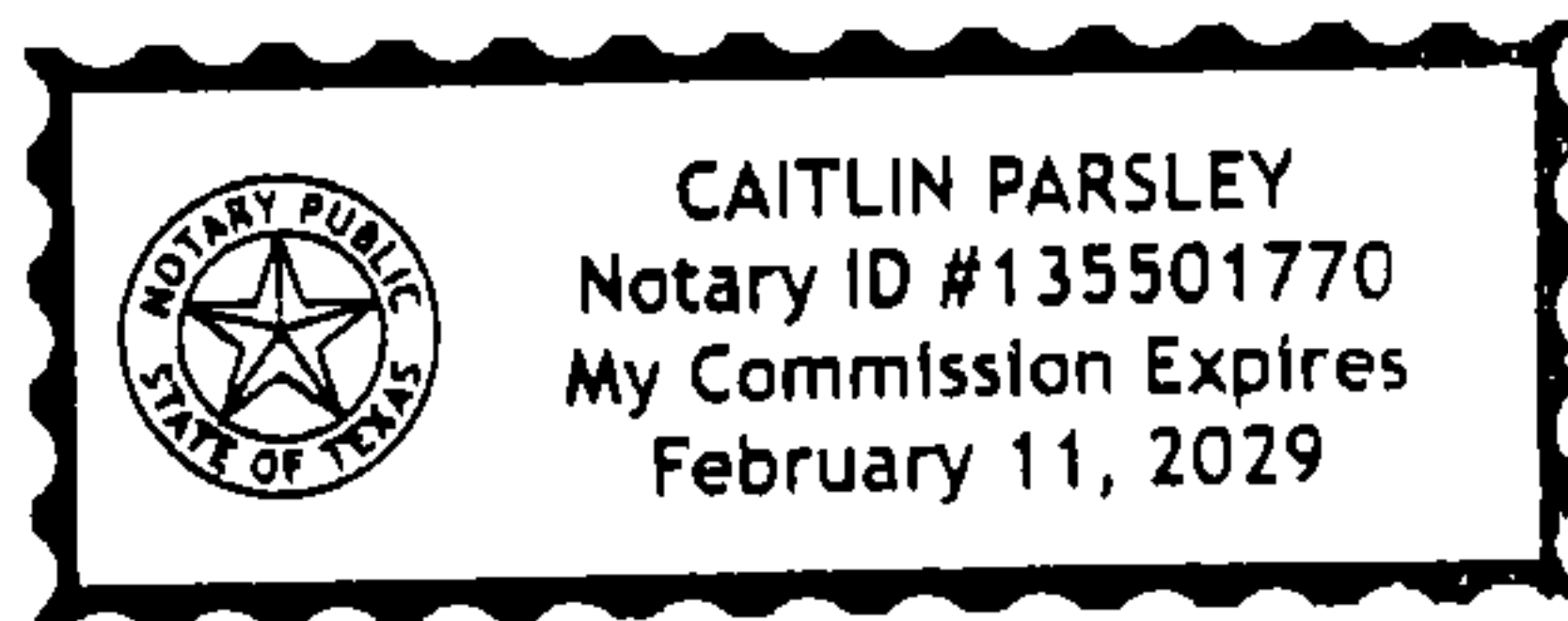


EXHIBIT A

Legal Description of the Property

The property described herein below is situated in the County of Shelby, State of Alabama, and is described as follows:

Parcel I

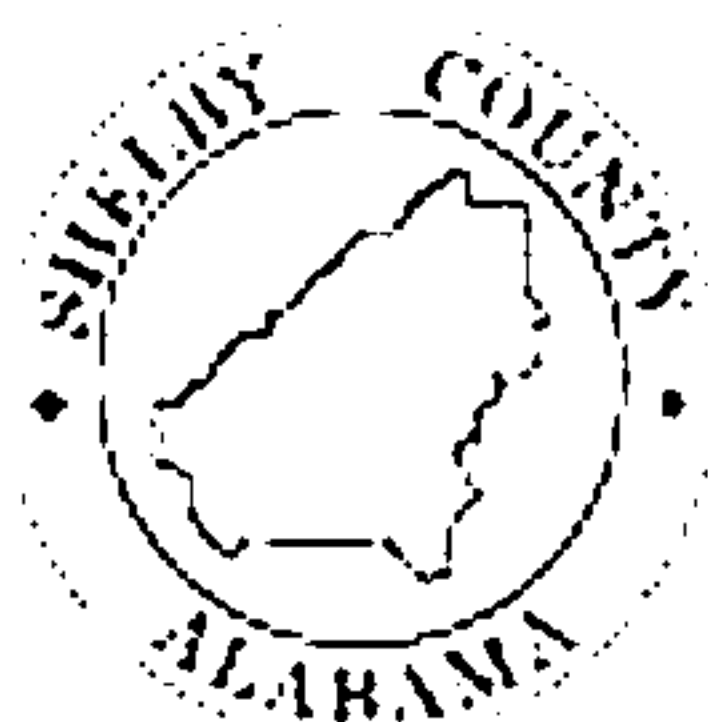
Lot 1 according to the survey of Tacala's Addition to Helena, as recorded in Map Book 61, Page 97, in the Probate Office of Shelby County, Alabama.

Parcel II

Together with any beneficial rights associated with private access easement dedicated by Shelby County Map Book 58, Page 20.

Parcel III

Together with any beneficial rights associated with private access easement dedicated by Shelby County Map Book 61, Page 97.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
01/05/2026 01:52:01 PM
\$31.00 JOANN
20260105000003050

Allen S. Bayl