

## AMENDMENT TO ACCESS AND UTILITY EASEMENT AGREEMENT

THIS AMENDMENT TO ACCESS AND UTILITY EASEMENT AGREEMENT (this "Amendment") is effective as of November 7, 2025 between **CHRISTIAN BROTHERS AUTOMOTIVE CORPORATION** ("Grantee" or "CBAC") and **STORE GROWTH & DEVELOPMENT, LLC.** ("Grantor" or "SGD").

### RECITAL

WHEREAS, Grantor and Grantee are parties to that certain ACCESS AND UTILITY EASEMENT AGREEMENT dated September 26, 2024 and recorded as instrument no. 20240930000304280 ("Agreement") in Shelby County, Alabama. The parties are entering into this Amendment to modify certain terms of the Agreement. Capitalized terms used without definition in this Amendment have the meanings given them in the Agreement;

WHEREAS, Grantor owns Lot 2, According to the Map of Store Growth Hwy 17 Subdivision as recorded in Map Book 59, Page 28 in the Probate Office of Shelby County, Alabama;

WHEREAS, Grantee owns Lot 1, According to the Map of Store Growth Hwy 17 Subdivision as recorded in Map Book 59, Page 28 in the Probate Office of Shelby County, Alabama;

WHEREAS, Grantee installed certain water line infrastructure outside the original Utility Easement Area, and the parties wish to change the description of the Utility Easement Area in the Agreement to capture the actual location of the water lines and vault; and

NOWTHEREFORE, the parties desire to amend the Agreement as follows:

### AGREEMENT

1. Utility Easement Area. Exhibit "B" to the Agreement is deleted in its entirety and replaced with the Exhibit "B" attached to this Amendment and incorporated herein by reference.

2. Miscellaneous. To the extent that any of the terms of this Amendment conflict with any of the terms of the Agreement, the terms of this Amendment shall control. Except as provided in this Amendment, the Agreement is unmodified and remains in full force and effect.

*{Signatures on following pages}*

*[COUNTERPART SIGNATURE PAGE TO  
AMENDMENT TO ACCESS AND UTILITY EASEMENT AGREEMENT]*

**GRANTOR:**

**STORE GROWTH & DEVELOPMENT, LLC**

By: *Dan R*  
Name: *Daniel Rasmussen*  
Its: *Sole Member*

STATE OF Alabama §

§

COUNTY OF Shelby §

This instrument was acknowledged before me on the 11 day of December, 2025, by  
Daniel Rasmussen, Sole Member of STORE GROWTH & DEVELOPMENT, LLC, an  
Alabama limited liability company, for and on behalf of said company.

*Samuel Bryant Callahan*

Notary Public, State of Alabama

**SAMUEL BRYANT CALLAHAN**  
Notary Public, Alabama State At Large  
My Commission Expires Oct. 23, 2029

*[COUNTERPART SIGNATURE PAGE TO  
AMENDMENT TO ACCESS AND UTILITY EASEMENT AGREEMENT]*

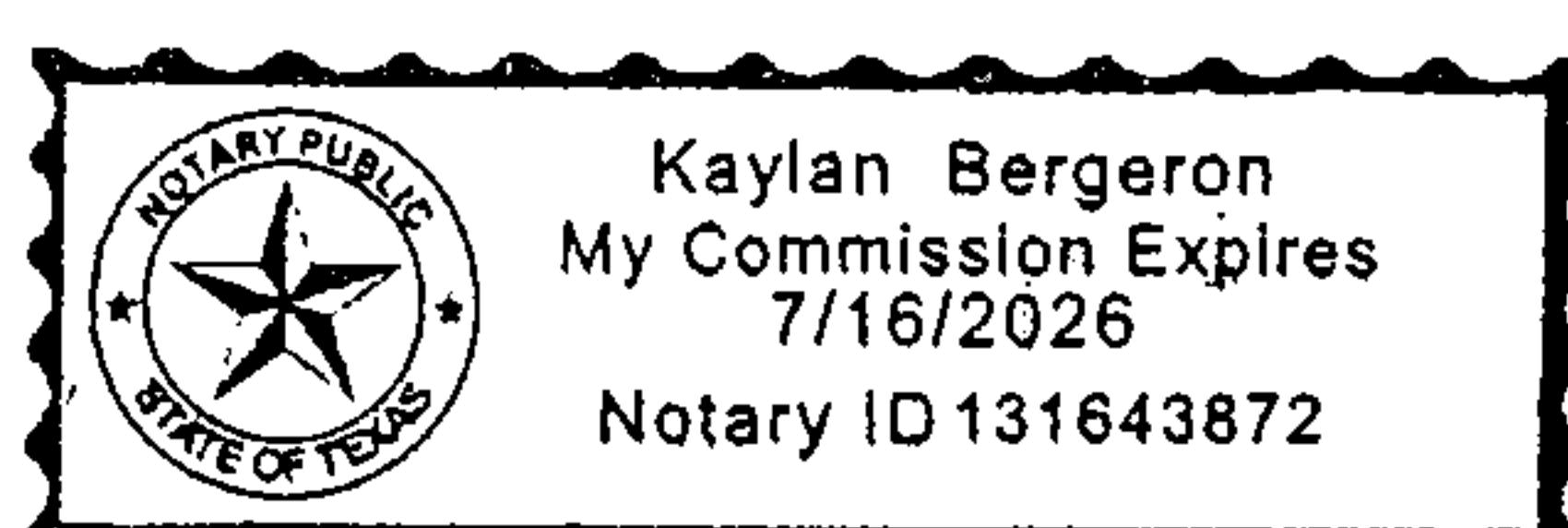
**GRANTEE:**

**CHRISTIAN BROTHERS AUTOMOTIVE  
CORPORATION**

By: Timothy Geiger  
Name: Timothy Geiger  
Title: Vice President

STATE OF TEXAS §  
CITY OF HOUSTON §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 1<sup>st</sup> day of January, 2025, by  
Timothy Geiger, Vice President of CHRISTIAN BROTHERS AUTOMOTIVE CORPORATION, a  
Texas corporation, for and on behalf of said corporation.



Kaylan Bergeron  
Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:  
Christian Brothers Automotive Corporation  
Attn: James Ivey  
17725 Katy Fwy, Suite 200  
Houston, TX 77094

**EXHIBIT "B"**

{See attached}

**Accommodation recording only;  
document not reviewed,  
and no insurance provided.**

Return To: First American Title Company  
5847 San Felipe St., Suite 4100  
Houston, TX 77057  
Attn: Lisa Aguilar  
NCS No. 1202043A

