

**2025017675 00108**

FORSYTH CO. NC FEE \$26.00  
 PRESENTED & RECORDED  
 05/27/2025 10:16:30 AM  
 LYNNE JOHNSON  
 REGISTER OF DEEDS  
 BY: CHELSEA B MARTINEZ, DPTY  
 BK: RE 3865  
 PG: 1701 - 1705

*This Instrument was prepared by  
and after recording return to:*

C. Todd Burbank, Esq.  
 Kilpatrick, Townsend & Stockton LLP  
 214 N. Tryon Street  
 Suite 2400  
 Charlotte, North Carolina 28202

### MEMORANDUM OF LEASE AGREEMENT

This Memorandum of Lease Agreement (this "**Memorandum**") is executed as of the 16<sup>th</sup> day of May, 2025, between **Y&O WS LLC**, a Delaware limited liability company (the "**Landlord**"), having an office at P.O. Box 668, Gallatin Gateway, MT 59730, Attn: Anna Graves, and **FLOOR AND DECOR OUTLETS OF AMERICA, INC.**, a Delaware corporation ("**Tenant**"), having an office address at 2500 Windy Ridge Parkway, SE, Atlanta, GA 30339, Real Estate Department, Attn: Real Estate Department.

### RECITALS

A. Landlord and Tenant entered into that certain Lease Agreement dated May 16, 2025 (the "**Lease**"), pursuant to which Landlord demised and leased to Tenant that certain tract or parcel of land lying and being in Winston Salem, Forsyth County, North Carolina, having an address of 3925 Oxford Station Way, Winston Salem, North Carolina, as more particularly described on Exhibit A attached hereto, together with all rights, appurtenances and easement benefits pertaining thereto, including, without limitation, any and all rights of ingress and egress to streets, street beds and roadways, if any, associated therewith and all improvements located thereon (collectively, the "**Premises**").

B. Landlord and Tenant desire to give public notice of the existence of the Lease and certain material terms and conditions contained therein.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby provide public notice of the following material terms and conditions of the Lease:

1. Recitals; Definitions. The foregoing Recitals are true and correct and, together with the exhibits, are incorporated herein by this reference. The defined terms used in this Memorandum, as indicated by the initial capitalization thereof, shall have the same meaning ascribed to such terms in the Lease, unless otherwise specifically defined herein.

Submitted electronically by Kilpatrick Townsend & Stockton LLP in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Forsyth County Register of Deeds.

2. Premises. Landlord does demise unto Tenant and Tenant does take from Landlord, for the term hereinafter provided, and any extension thereof, the Premises.

3. Term of Lease. The term of the Lease shall commence on the Commencement Date established under the Lease, and shall end on the last day of the tenth (10<sup>th</sup>) Lease Year after the Rent Commencement Date established under the Lease, unless extended or sooner terminated as provided in the Lease. Tenant shall have the right to extend the term of the Lease for four (4) additional periods of five (5) Lease Years each.

4. Miscellaneous. Landlord and Tenant confirm and acknowledge that the Lease is in full force and effect and that the terms and conditions of the Lease shall not be modified or amended by this Memorandum. The conditions, covenants and agreements contained in this Memorandum shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns. All covenants and agreements of this Memorandum and said Lease shall run with the land. The Lease is incorporated herein by this reference. Should any party require any information concerning the Lease, they should contact Landlord or Tenant at the above-referenced addresses. This Memorandum may be executed in counterparts, with each copy constituting an original. In the event of any conflict between the terms of this Memorandum and the Lease, the terms of the Lease shall prevail.

**[REMAINDER OF PAGE BLANK. SIGNATURE PAGES FOLLOW.]**

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be executed as of the date provided above.

**Y&O WS LLC**, a Delaware limited liability company

By: \_\_\_\_\_

Name: YOAV RUBINSTEIN

Its: AUTHORIZED SIGNATURE

STATE OF TEXAS

COUNTY OF DALLAS

I certify that the following person personally appeared before me this day, acknowledging to me that she signed the foregoing document for the purpose stated therein: YOAV RUBINSTEIN

Date: May 16, 2025

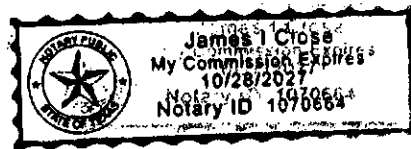
James Close  
Official Signature of Notary

JAMES CLOSE

Notary's printed or typed name, Notary Public

(Official Seal)

My commission expires: 10-28-2027



**FLOOR AND DECOR OUTLETS OF AMERICA,  
INC.,** a Delaware corporation

By: [Signature]  
Edward Costa, Senior Vice President of Real Estate

STATE OF Georgia  
COUNTY OF Collier

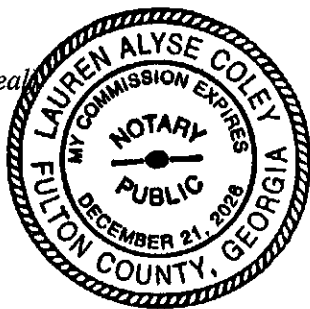
I certify that the following person personally appeared before me this day, acknowledging to me that he/she signed the foregoing document for the purpose stated therein: Edward Costa.

Date: May 15<sup>th</sup>, 2025

[Signature]  
Official Signature of Notary

Lauren Alyse Coley  
Notary's printed or typed name, Notary Public

(Official Seal)



My commission expires: December 21, 2028

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PREMISES**

All that tract or parcel of land lying and being in the City of Winston-Salem, Forsyth County, North Carolina, and being shown and designated as Parcel "C", containing approximately 4.972 acres, on that certain subdivision plat entitled "Final Subdivision Plat For: Pavilion Winston-Salem", and recorded in Plat Book 62, Pages 104-106 in the Office of the Register of Deeds for Forsyth County, North Carolina.