

2023043019 00107

FORSYTH COUNTY NC FEE \$26.00

PRESENTED & RECORDED

12/20/2023 01:57:59 PM

LYNNE JOHNSON

REGISTER OF DEEDS

BY: OLIVIA DOYLE, ASST

BK: RE 3786

PG: 2306 - 2310

Drawn By and Return to: Johnson, Allison & Hord, P.A. (CPB)
1065 East Morehead St, Charlotte, NC 28204

STATE OF NORTH CAROLINA

COUNTY OF FORSYTH

MEMORANDUM OF LEASE

This Memorandum of Lease (this "**Memorandum**") is made and entered into effective this 15th day of December, 2023 between **CAROLYN D. ANDERSON**, a North Carolina resident ("**Landlord**") and **QAS II, LLC**, a Delaware limited liability company ("**Tenant**").

W I T N E S S E T H:

Landlord and Tenant have entered into a Lease Agreement dated December 15, 2023 (the "**Lease**"), whereby Landlord has leased to Tenant, upon the terms and conditions set forth in the Lease, all of which provisions are specifically made a part hereof as if fully set forth herein, that certain real property located at 1023 South Main Street, Kernersville, North Carolina, bearing Forsyth County parcel identification number 6875-59-7861.000 and more particularly described on Exhibit A attached hereto and incorporated herein by reference, together with appurtenant rights, easements and appurtenances pertaining thereto (collectively, the "**Property**"). The Lease contains provisions and rights applicable to the Property, some of which are as follows:

1. The initial term of the Lease is for a period of fifteen (15) years, beginning on the Commencement Date established under the Lease. Tenant shall have the option to extend the term of the Lease for two (2) consecutive periods of five (5) years each.

2. During the term of the Lease, and if Tenant is not in default under the terms of the Lease, Landlord will not allow any property owned by Landlord and located within two (2) miles of the Property to be leased to any person or entity whose primary business involves automobile oil or lubrication changes, sales or services.

3. The covenants, conditions and agreements made and entered into by the parties hereto shall be binding upon and inure to the benefit of their respective heirs, administrators, executors, representatives, successors and assigns.

4. This Memorandum is solely for the purpose of recording a notification as to the existence of the Lease and shall not be construed to alter, modify, expand, diminish or supplement the provisions of the Lease. In the event of any inconsistency between the provisions of the Lease and this Memorandum, the provisions of the Lease shall govern.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum effective as of the day and year first above written.

TENANT:
QAS II, LLC,
a Delaware limited liability company

By: 
 Matthew McKeown, Member

Date: 12/20, 2023

(Tenant's Acknowledgment)

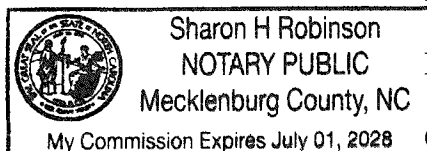
STATE OF North Carolina
 COUNTY OF Mecklenburg

BEFORE ME, the undersigned Notary Public in and for the County and State foresaid, on this day personally appeared Matthew McKeown, Member of QAS II, LLC, a Delaware limited liability company, known to me to be the person and officer whose name is subscribed to the foregoing Memorandum of Lease, and acknowledged to me that he executed the same as the company's act, for the purposes and considerations therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON December 20, 2023.

My commission expires:


 NOTARY PUBLIC



(Seal)

Print Name: Sharon H. Robinson

Commission No.: 7-1-2028

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum effective as of the day and year first above written.

LANDLORD:

Carolyn D. Anderson
Carolyn D. Anderson, Owner

Date: 12-15-2023

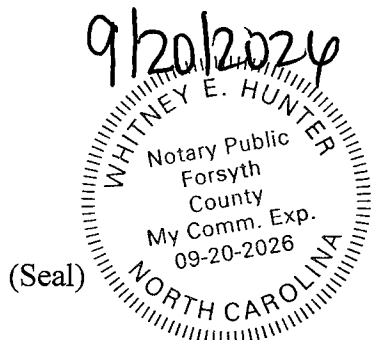
(Landlord's Acknowledgment)

STATE OF NC
COUNTY OF Forsyth

BEFORE ME, the undersigned Notary Public in and for the County and State foresaid, on this day personally appeared Carolyn D. Anderson and acknowledged to me that she executed the same for the purposes and considerations therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON December 15, 2023.

My commission expires:



Whitney E. Hunter
NOTARY PUBLIC

Print Name: Whitney E Hunter

Commission No.: 2009 085 00173

EXHIBIT A

Legal Description

BEING all of Lot 4 shown on that certain plat entitled "Map for Mildred G. Masten & Progressive Developers" recorded in Plat Book 36, at Page 195 in the Office of the Register of Deeds for Forsyth County, North Carolina.