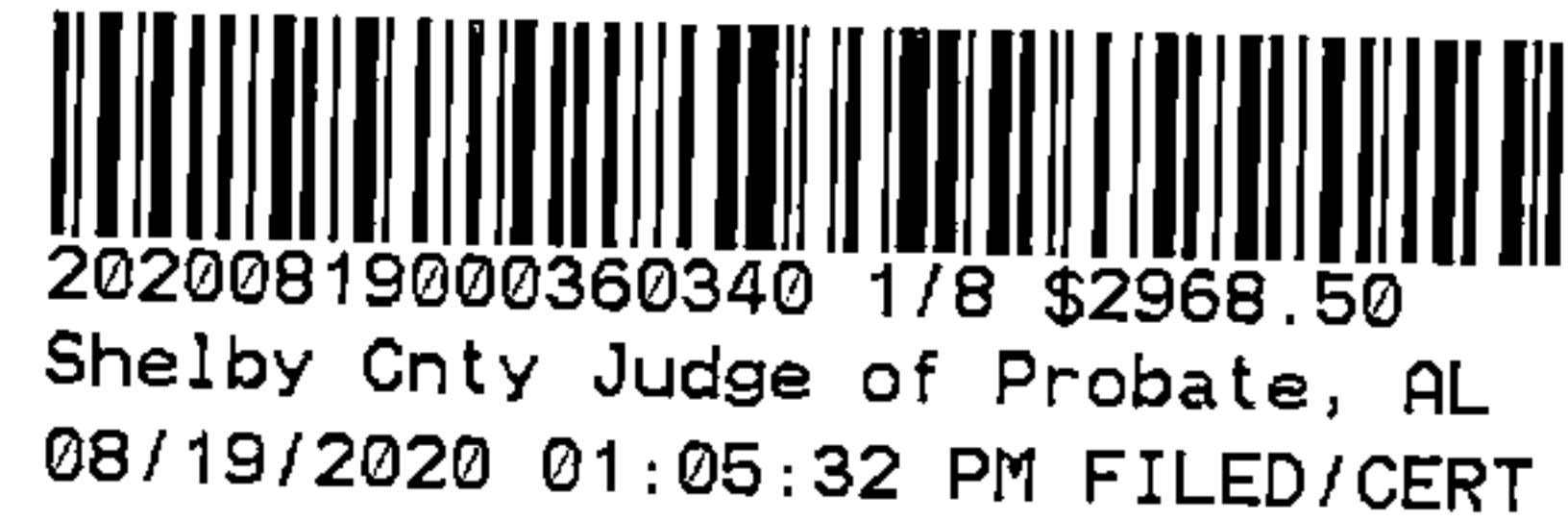


This Instrument Prepared By:
Michael B. Noble, Esq.
Bradley Arant Boult Cummings, LLP
1600 Division Street, Suite 700
Nashville, Tennessee 37203



MEMORANDUM OF GROUND LEASE

THIS MEMORANDUM OF GROUND LEASE (the "Memorandum") is made and entered into effective as of the 10th day of August, 2020, by and between INVERNESS CENTER DRIVE, LLC, an Alabama limited liability company ("Landlord"), and MAPCO EXPRESS, INC., a Delaware corporation ("Tenant").

WITNESSETH:

Landlord and Tenant are parties to that certain Ground Lease dated as of April 16, 2020, amended by that certain First Amendment to Ground Lease dated August 10, 2020 (collectively, the "Ground Lease"), pursuant to which Landlord has leased (and hereby leases) to Tenant certain real property located in Shelby County, State of Alabama (the "Demised Premises"), being more particularly described on Exhibit A, attached hereto and incorporated herein by this reference.

1. Defined Terms: Any capitalized terms used but not expressly defined herein shall have the meaning ascribed to them in the Ground Lease.

2. Landlord's Address:

Inverness Center Drive, LLC
c/o The Barber Companies, Inc.
27 Inverness Center Parkway
Birmingham, Alabama 35242
Attention: President

3. Tenant's Address:

MAPCO Express, Inc.
801 Crescent Centre Drive, Suite 300
Franklin, Tennessee 37067
Attn: Real Estate

4. Initial Term of Ground Lease: The initial term of the Ground Lease is twenty (20) years from the Rent Commencement Date (as such term is defined in the Ground Lease).

5. Extension Options: The Ground Lease grants Tenant six (6) options to extend the term of the Ground Lease, each of which, if exercised, results in a five (5) years from the date such term would otherwise expire.

6. Ground Lease: The rate of rental and all other terms of Tenant's occupancy of the Premises are set forth in the Ground Lease to which reference is hereby made.

7. Effect of Memorandum: The sole purpose of this Memorandum is to give notice of the Ground Lease and its terms, covenants and conditions to the same extent as if the Ground Lease were fully set forth herein. This Memorandum shall not modify in any manner the terms, conditions or intent of the Ground Lease, and the parties agree that this Memorandum is not intended nor shall it be used to interpret the Ground Lease or determine the intent of the parties under the Ground Lease. In the event of any conflict between the terms of this Memorandum and the terms of the Ground Lease, the terms of the Ground Lease shall control.

[SIGNATURES ON FOLLOWING PAGE]



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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and date first above written.

LANDLORD:

INVERNESS CENTER DRIVE, LLC

By:

Name: Charles M. Miller, Jr.

Title: President

Date: 8/7/2020

TENANT:

MAPCO EXPRESS, INC.

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____



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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and date first above written.

LANDLORD:

INVERNESS CENTER DRIVE, LLC

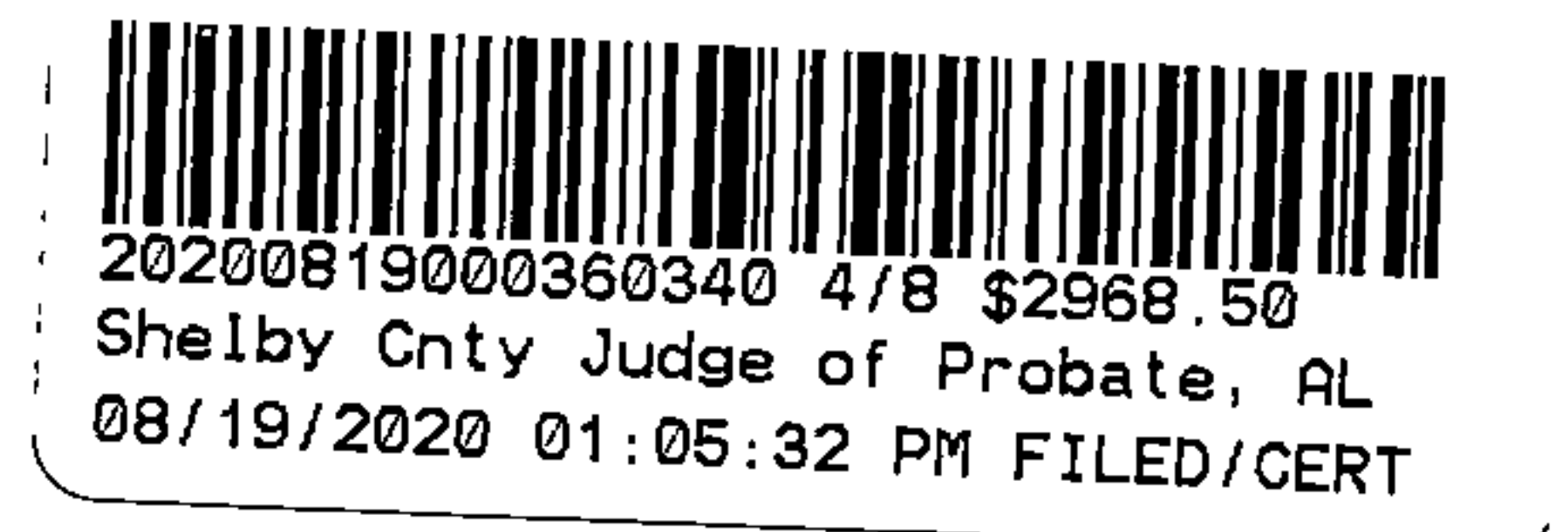
By: _____
Name: _____
Title: _____
Date: _____

TENANT:

MAPCO EXPRESS, INC.

By: [Signature]
Name: Kerry Slater
Title: CEO
Date: 8/10/20

By: [Signature]
Name: John Rudolfs
Title: VP Real Estate + Construction
Date: 8/10/20



STATE OF ALABAMA)

COUNTY OF Shelby)

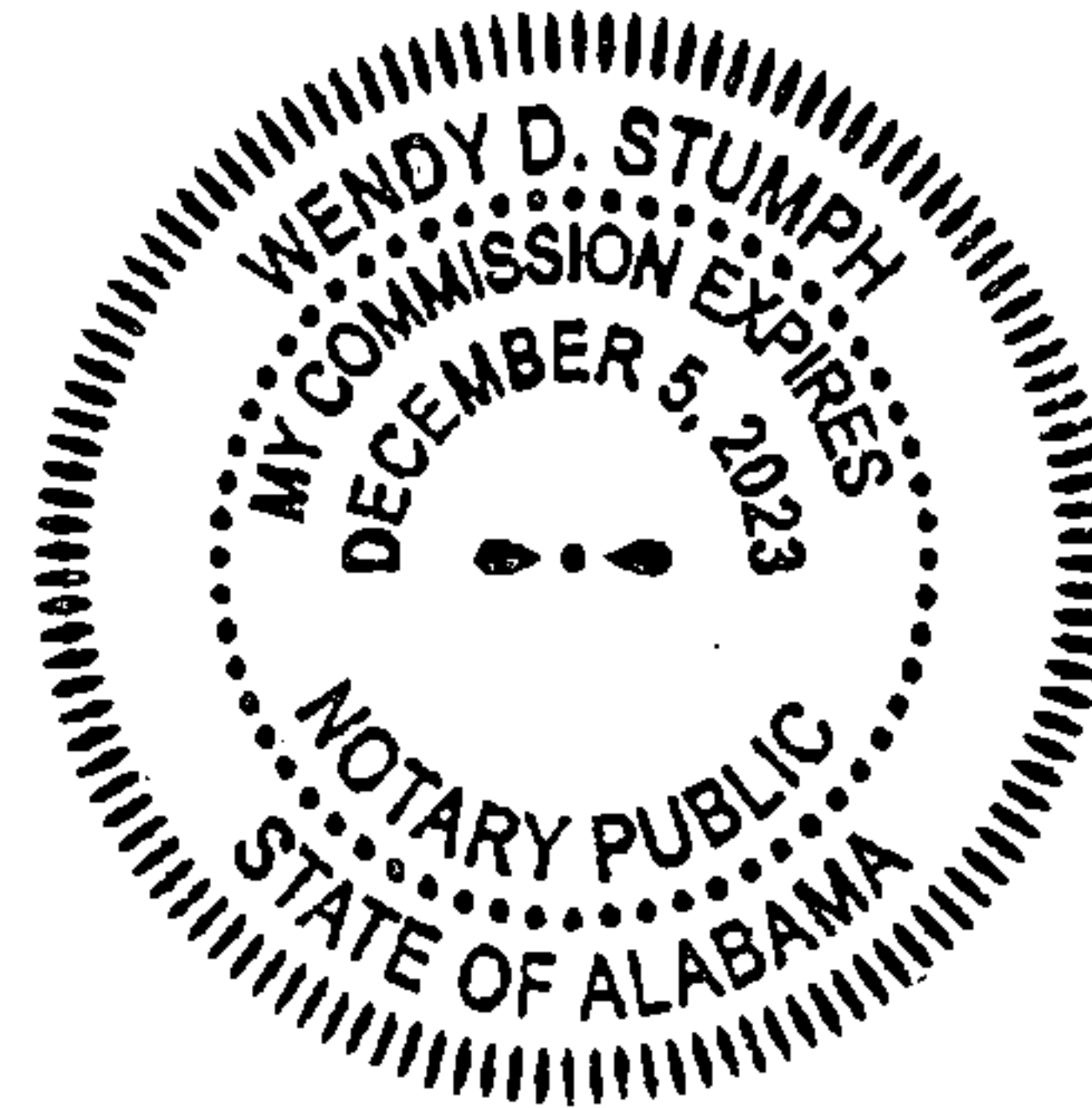
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Charles M. Miller, Jr whose name as President of INVERNESS CENTER DRIVE, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said officer.

Given under my hand this the 7th day of August, 2020.

Wendy D. Stumph
Notary Public

[NOTARIAL SEAL]

My Commission Expires: Dec. 5, 2023



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STATE OF TENNESSEE)
COUNTY OF Williamson

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Keith Slater whose name as CFO of MAPCO EXPRESS, INC., a Delaware corporation, 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 foregoing instruments, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said CFO.

Given under my hand this the 10 day of August, 2020.



Sheri Kimbro
Notary Public

My Commission Expires: 11/20/2022

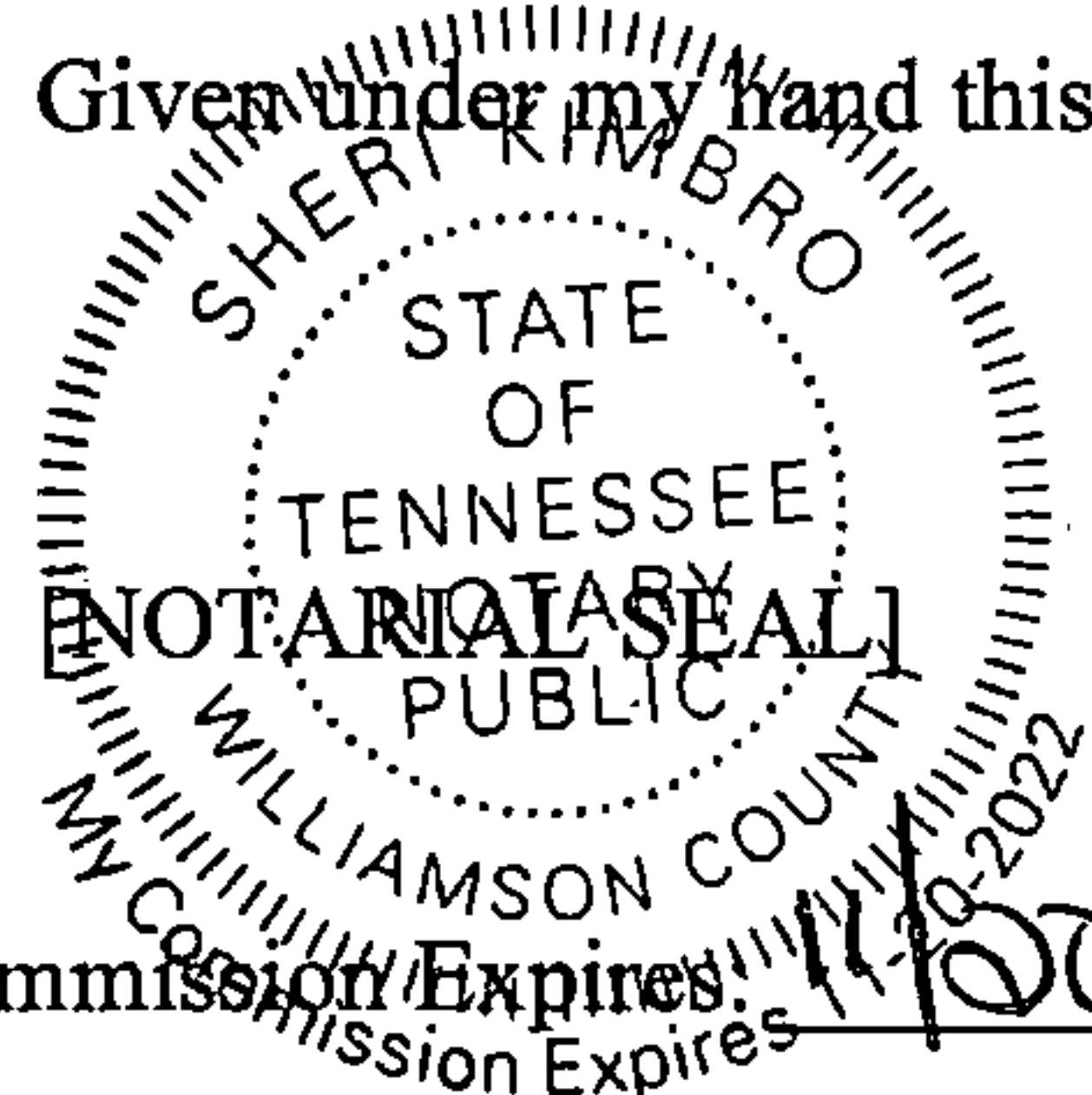
STATE OF TENNESSEE)
COUNTY OF Williamson



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Shelby Cnty Judge of Probate, AL
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I, the undersigned, a Notary Public in and for said County in said State, hereby certify that John Rudolfs whose name as VP of Real Estate of MAPCO EXPRESS, INC., a Delaware corporation, 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 foregoing instruments, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said VP of Real Estate.

Given under my hand this the 10 day of August, 2020.



Sheri Kimbro
Notary Public

My Commission Expires: 11/20/2022

EXHIBIT A

PARCELS OF LAND LOCATED IN THE SW ¼ OF SECTION 36, TOWNSHIP 18 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:


COMMENCING AT A POINT ON THE FACE OF THE WESTERN CURB OF ACCESS ROAD "B" AND THE SOUTHWESTERN MARGIN OF U.S. HIGHWAY 280, BEING THE NORTHEASTERN CORNER OF THE SITE 24D OF INVERNESS CENTER AS SHOWN ON THE PLAT OF INVERNESS CENTER SITE 24D RECORDED IN MAP BOOK 27, PAGE 134, AND CROSSING ACCESS ROAD "B" S54°10'42"EAST FOR A DISTANCE OF 38.50 FEET TO AN IRON PIN WHICH IS THE POINT OF BEGINNING; THENCE WITH THE SOUTHWESTERN MARGIN OF U.S. HIGHWAY 280 A CURVE TO THE LEFT WITH A CHORD BEARING OF S 57°00'52" E FOR 249.85 FEET (R=2915.42'; A=249.92') TO AN IRON PIN FOUND; THENCE WITH INVERNESS CENTER DRIVE FOR TWO (2) COURSES TO WIT: S 31°49'16" W FOR A DISTANCE OF 203.20 FEET TO AN IRON PIN; THENCE A CURVE TO THE RIGHT WITH A CHORD BEARING OF S 37°57'31" W FOR 78.87 FEET (R=397.02', A=79.00') TO AN IRON PIN; THENCE WITH ACCESS ROAD "B" NORTH 45°20'26" W FOR A DISTANCE OF 260.98 FEET TO AN IRON PIN; THENCE WITH ACCESS ROAD "B" N 35°26'30" E FOR A DISTANCE OF 229.01 FEET TO THE POINT AND PLACE OF BEGINNING.

ACCESS ROAD "B"

COMMENCING AT AN IRON PIN WITH CAP (PARAGON) ON THE SOUTHWESTERN RIGHT OF WAY OF U.S. HIGHWAY 280, AS SHOWN ON PLAT OF SITE 24D OF INVERNESS CENTER, AND RUNNING WITH U.S. HWY 280 WITH A CURVE TO THE LEFT WITH A CHORD BEARING OF S5 51°35'06" E FOR 225.37 FEET TO A POINT ON FACE OF CURB WHICH IS THE POINT OF BEGINNING; THENCE FROM POINT OF BEGINNING RUNNING A CURVE TO THE LEFT WITH A CHORD BEARING OF S 54°10'42" E FOR 38.50 FEET TO AN IRON PIN ON THE BANK PORTION (R=2915.42 FEET; L=38.50 FEET); THENCE RUNNING WITH THE BANK PORTION FOR TWO (2) COURSES TO WIT: S 35°26'30" W FOR 229.01 FEET TO AN IRON PIN; THENCE S 45°20'26" E FOR 260.98 FEET TO AN IRON PIN ON THE WESTERN RIGHT OF WAY OF INVERNESS CENTER DRIVE; THENCE WITH INVERNESS CENTER DRIVE FOR TWO (2) COURSES, TO-WIT: A NON RADIAL CURVE TO THE LEFT WITH A CHORD BEARING OF S 49°29'14" W FOR 66.83 FEET (R=397.02 FEET; L=66.91 FEET) TO A POINT; THENCE S 54°20'38" W FOR 72.65 FEET TO AN IRON PIN; THENCE LEAVING INVERNESS CENTER DRIVE AND RUNNING WITH SITE 24A (MB 15-31) FOR FIVE (5) COURSES TO-WIT: A NON RADIAL CURVE TO THE LEFT WITH A CHORD BEARING OF N 04°28'08" E FOR 76.43 FEET (R=50 FEET; L=86.99 FEET) TO AN IRON PIN; THENCE N 45°18'38" W FOR 128.27 FEET TO AN IRON PIN; THENCE A NON RADIAL CURVE TO THE LEFT WITH A CHORD BEARING OF N 68°17'09" W FOR 18.70 FEET (R=25 FEET; L=19.17 FEET) TO A POINT; THENCE N 02°09'02" W FOR 21.05 FEET TO AN IRON PIN; THENCE N 33°30'06" W FOR 63.67 FEET TO A POINT; THENCE WITH SITE 24D AND MORE OR LESS WITH EXISTING CURB N 35°26'30" E FOR 283.37 FEET TO THE POINT OF BEGINNING.

THE PERIMETER OF THE PREMISES BEING DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN WITH CAP (PARAGON) ON THE SOUTHWESTERN RIGHT OF WAY OF U.S. HIGHWAY 280, AS SHOWN ON PLAT OF SITE 24D OF INVERNESS CENTER, AND RUNNING WITH U.S. HWY 280 WITH A CURVE TO THE LEFT WITH A CHORD BEARING OF S 51°35'06" E FOR 225.37 FEET TO A POINT ON FACE OF CURB WHICH IS THE POINT OF BEGINNING; THENCE FROM POINT OF BEGINNING RUNNING A CURVE TO THE LEFT WITH


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A CHORD BEARING OF S 54°10'42" E FOR 38.50 FEET TO AN IRON PIN ON THE BANK PORTION (R=2915.42 FEET; L=38.50 FEET); THENCE WITH THE SOUTHWESTERN MARGIN OF U.S. HIGHWAY 280 A CURVE TO THE LEFT WITH A CHORD BEARING OF S 57°00'52" E FOR 249.85 FEET (R=2915.42'; A=249.92') TO AN IRON PIN FOUND; THENCE WITH INVERNESS CENTER DRIVE FOR TWO (2) COURSES TO WIT: S 31°49'16" W FOR A DISTANCE OF 203.20 FEET TO AN IRON PIN; THENCE A CURVE TO THE RIGHT WITH A CHORD BEARING OF S 37°57'31" W FOR 78.87 FEET (R=397.02', A=79.00') TO AN IRON PIN; THENCE WITH INVERNESS CENTER DRIVE FOR TWO (2) COURSES, TO-WIT: A NON RADIAL CURVE TO THE LEFT WITH A CHORD BEARING OF S 49°29'14" W FOR 66.83 FEET (R=397.02 FEET; L=66.91 FEET) TO A POINT; THENCE S 54°20'38" W FOR 72.65 FEET TO AN IRON PIN; THENCE LEAVING INVERNESS CENTER DRIVE AND RUNNING WITH SITE 24A (MB 15-31) FOR FIVE (5) COURSES TO-WIT: A NON RADIAL CURVE TO THE LEFT WITH A CHORD BEARING OF N 04°28'08" E FOR 76.43 FEET (R=50 FEET; L=86.99 FEET) TO AN IRON PIN; THENCE N 45°18'38" W FOR 128.27 FEET TO AN IRON PIN; THENCE A NON RADIAL CURVE TO THE LEFT WITH A CHORD BEARING OF N 68°17'09" W FOR 18.70 FEET (R=25 FEET; L=19.17 FEET) TO A POINT; THENCE N 02°09'02" W FOR 21.05 FEET TO AN IRON PIN; THENCE N 33°30'06" W FOR 63.67 FEET TO A POINT; THENCE WITH SITE 24D AND MORE OR LESS WITH EXISTING CURB N 35°26'30" E FOR 283.37 FEET TO THE POINT OF BEGINNING.



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Shelby County, AL 08/19/2020
State of Alabama
Deed Tax: \$2925.50