

MEMORANDUM OF LEASE

This instrument was prepared by:
Michael Gibson
Bass, Berry & Sims PLC
1201 Pennsylvania Avenue NW
Suite 300
Washington, DC 20004

MEMORANDUM OF LEASE

FOR RECORDER'S USE ONLY

THIS MEMORANDUM OF LEASE is made and entered into as of the 8 day of December, 2021, by and between NM WIT, L.L.C., a Delaware limited liability company (hereinafter referred to as "Landlord") and WITTICHEN SUPPLY COMPANY LLC, a Delaware limited liability company (hereinafter referred to as "Tenant"), with reference to the following facts:

A. Landlord and Tenant have entered into a certain Master Lease Agreement (hereinafter referred to as the "Lease") of even date herewith; and

B. Landlord and Tenant desire to enter into this Memorandum of Lease to set forth certain terms and conditions of the Lease. Landlord and Tenant are recording this Memorandum in lieu of recording the Lease pursuant to the authority of Section 35-4-51.1, CODE OF ALABAMA 1975, as amended.

NOW, THEREFORE, for and in consideration of the sum of ONE AND NO/100 DOLLAR (\$1.00) in hand paid by Landlord and Tenant, each to the other, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant, intending to be legally bound, hereby set forth the following information with respect to the Lease:

1. Landlord. The name and address of Landlord are as follows:

NM WIT, L.L.C.
c/o New Mountain Net Lease Acquisition Corporation
1633 Broadway, 48th Floor
New York, NY 10019
Attn: Peter E. Kaplan, Jr.
Phone: (212) 720-0350
Email: TKaplan@newmountaincapital.com

With a copy to: Bass, Berry & Sims PLC
1201 Pennsylvania Ave., NW, Suite 300
Washington, DC 20004
Attn: Michael Gibson
Phone: (202) 827-2972
Email: mike.gibson@bassberry.com

2. Tenant. The name and address of Tenant are as follows:

Wittichen Supply Company LLC
2912 3rd Avenue North
Birmingham, Alabama 35203-3908
Attn: Scott Page
Email: scott.page@wittichen-supply.com

With a copy to: Kirkland & Ellis
300 North LaSalle,
Chicago, IL 60654
Attn: Roberto Miceli
Email: rmiceli@kirkland.com

3. Date of Lease. The Lease is dated as of the date hereof.

4. Commencement Date. The Commencement Date shall be the date hereof.

5. Term. The term of the Lease shall consist of the following:

(a) Initial Term. An initial period beginning on the Commencement Date and ending on December 31, 2041; and

(b) Extension Options. Tenant may, at its option, extend the Term beyond the Initial Term for two (2) successive periods of ten (10) years each (each, an "Extension Option") upon the same terms and conditions contained in the Lease. Each Extension Option must be exercised by Tenant providing not less than twelve (12) months' written notice prior to the expiration of the Initial Term, or of the then existing Extension Option period, as the case may be.

6. Premises. The Premises consist of: (i) the real property that is legally described on Exhibit A attached hereto (the "Land") and (ii) all improvements, buildings, fixtures, structural improvements and accessory improvements, including all roadways, parking areas and landscaped areas now or hereafter located on the Land, together with (iii) all easements, rights, privileges and amenities otherwise appurtenant to such Land and improvements.

7. Other Lease Terms. The amount of rent and the terms and conditions of the Lease are incorporated herein by reference as fully as if set out herein verbatim.

8. Lease Controls. The provisions of this Memorandum of Lease are subject in all respects to the provisions of the Lease. If there is any conflict between the provisions of this Memorandum of Lease and the provisions of the Lease, the provisions of the Lease will control, it being the intent of the

parties that this Memorandum of Lease will not alter or vary the terms of the agreement between the parties as set out in the Lease.

9. No Leasehold Liability for Liens. NOTICE IS HEREBY GIVEN THAT LANDLORD SHALL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIALS FURNISHED OR TO BE FURNISHED TO TENANT OR AT TENANT'S REQUEST, OR TO ANYONE HOLDING ANY OF THE PROPERTY THROUGH OR UNDER TENANT, AND THAT NO MECHANICS' OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS SHALL ATTACH TO OR AFFECT THE INTEREST OF LANDLORD IN AND TO ANY OF THE PROPERTY.

10. Counterparts. This Memorandum may be executed in separate counterparts, each of which will be deemed an original, and all of which together will constitute one and the same agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenant have each caused this Memorandum to be executed, under seal, by their duly authorized representatives as of the date first set forth above and to be recorded in the office of the Judge of Probate of the county in which the leased premises are situated.

LANDLORD:

NM WIT, L.L.C., a Delaware limited liability company


By: NM Net Lease Partners Manager, L.L.C., a Delaware limited liability company, its non-member manager

By: 
Name: Peter E. Kaplan, Jr.
Title: President

STATE OF New York)
COUNTY OF New York)

On December 6, 2021, before me, the undersigned, a Notary Public in and for said State personally appeared Peter E. Kaplan, Jr. known to me to be the President of NM Net Lease Partners Manager, L.L.C., the non-member manager of NM WIT, L.L.C., a Delaware limited liability company, and acknowledged to me that such individual executed the within instrument on behalf of said limited partnership.

WITNESS my hand, at office, this 6 day of December, 2021.



Notary Public

My Commission Expires: April 25, 2023



TENANT:

WITTICHEN SUPPLY COMPANY LLC,
a Delaware limited liability company

By: 
Name: Scott Page
Title: CFO

STATE OF Alabama)
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Scott Page, whose name as CFO of WITTICHEN SUPPLY COMPANY 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this 7th day of December 2021.




Notary Public

EXHIBIT A

DESCRIPTION OF THE LAND

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

PARCEL 1:

A PARCEL OF LAND LOCATED IN THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 19 SOUTH, RANGE 2 WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 19 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, AND RUN IN AN EASTERLY DIRECTION ALONG THE NORTH LINE OF SAID 1/4 - 1/4 SECTION A DISTANCE OF 452.73 FEET TO A POINT; THENCE TURN A DEFLECTION ANGLE OF 86°31'40" TO THE RIGHT AND RUN IN A SOUTHERLY DIRECTION A DISTANCE OF 1321.78 FEET TO A POINT; THENCE TURN A DEFLECTION OF 47°06' TO THE RIGHT AND RUN IN A SOUTHWESTERLY DIRECTION A DISTANCE OF 250.20 FEET TO A POINT ON THE CENTERLINE OF A ROAD; THENCE TURN A DEFLECTION ANGLE OF 79°55'15" TO THE RIGHT AND RUN IN A NORTHWESTERLY DIRECTION ALONG THE CENTERLINE OF SAID ROAD, A DISTANCE OF 34.06 FEET TO THE POINT OF BEGINNING; THENCE TURN A DEFLECTION ANGLE OF 89°58'30" TO THE LEFT AND RUN IN A SOUTHWESTERLY DIRECTION A DISTANCE OF 146.00 FEET TO A POINT; THENCE TURN AN INTERIOR ANGLE OF 142°00' AND RUN TO THE RIGHT IN A WESTERLY DIRECTION A DISTANCE OF 152.97 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF US. HIGHWAY 31, SAID POINT BEING A POINT ON A CURVE; THENCE TURN AN INTERIOR ANGLE OF 91°18'15" (ANGLE MEASURED TO CHORD) AND RUN TO THE RIGHT IN A NORTHERLY DIRECTION ALONG THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY 31 AND ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 5°40'20" AND A RADIUS OF 2010.08 FEET, A DISTANCE OF 199.00 FEET TO A POINT ON THE CENTER LINE OF A ROAD; THENCE TURN AN INTERIOR ANGLE OF 103°33'15" (ANGLE MEASURED FROM CHORD) AND RUN TO THE RIGHT IN A NORTHEASTERLY DIRECTION ALONG THE CENTERLINE OF SAID ROAD A DISTANCE OF 85.50 FEET TO THE PC OF A CURVE; THENCE CONTINUE IN A NORTHEASTERLY TO SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 66°50' AND A RADIUS OF 113.67 FEET; A DISTANCE OF 132.59 FEET TO THE PT OF SAID CURVE; THENCE CONTINUE IN A SOUTHEASTERLY DIRECTION ALONG THE PROJECTION OF THE TANGENT TO THE LAST DESCRIBED CURVE AND ALONG THE CENTERLINE OF SAID ROAD A DISTANCE OF 115.60 FEET TO THE POINT OF BEGINNING. SITUATED IN SHELBY COUNTY, ALABAMA.

PARCEL 2:

A PARCEL OF LAND LOCATED IN THE NORTH HALF OF THE SW 1/4 OF SECTION 31, TOWNSHIP 19 SOUTH, RANGE 2 WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 31, THENCE IN AN EASTERNLY DIRECTION A DISTANCE OF 452.73 FEET; THENCE 86 DEGREES 31 MINUTES 40 SECONDS RIGHT, IN A SOUTHERLY DIRECTION A DISTANCE OF 1321.78 FEET; THENCE 47 DEGREES 06 MINUTES RIGHT, IN A SOUTHWESTERLY DIRECTION, A DISTANCE OF 250.20 FEET TO THE POINT OF BEGINNING, SAID POINT BEING IN THE APPROXIMATE CENTER LINE OF AN EXISTING ROAD; THENCE

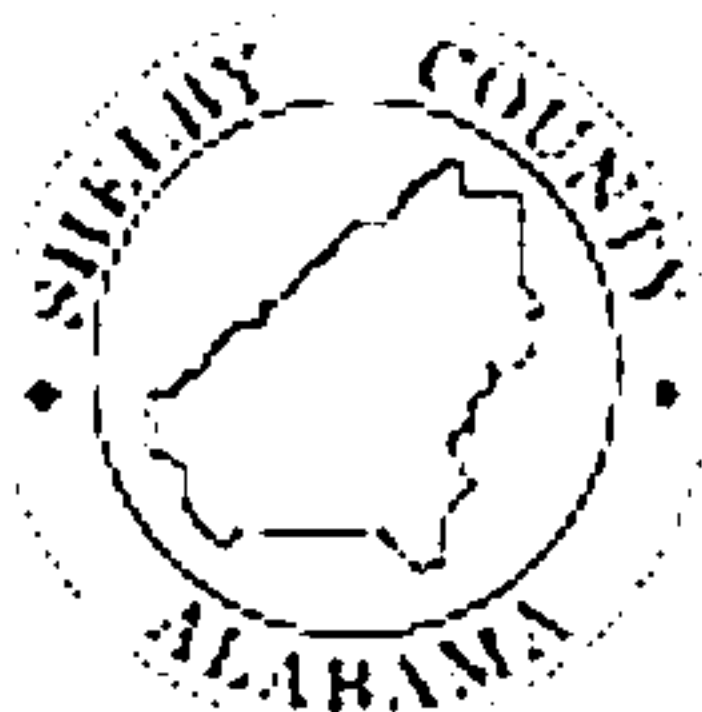
100 DEGREES 04 MINUTES 45 SECONDS LEFT, IN A SOUTHEASTERLY DIRECTION ALONG SAID APPROXIMATE CENTER LINE, A DISTANCE OF 80.05 FEET; THENCE 128 DEGREES 01 MINUTES 30 SECONDS RIGHT, IN A SOUTHWESTERLY DIRECTION, A DISTANCE OF 185.34 FEET; THENCE 142 DEGREES 00 MINUTES RIGHT, IN A NORTHEASTERLY DIRECTION, A DISTANCE OF 146 FEET TO THE CENTER LINE OF SAID ROAD; THENCE 89 DEGREES 58 MINUTES 30 SECONDS RIGHT, IN A SOUTHEASTERLY DIRECTION ALONG SAID APPROXIMATE CENTER LINE OF ROAD, A DISTANCE OF 34.06 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT FROM THE ABOVE DESCRIBED PARCELS:
A PARCEL OF LAND SITUATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 31,
TOWNSHIP 19 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER OF THE
NORTHWEST ONE-QUARTER OF SAID SECTION AND RUN SOUTH 88 DEGREE 09 MINUTES
00 SECONDS EAST ALONG THE NORTH LINE FOR A DISTANCE OF 447.14 FEET; THENCE
RUN SOUTH 01 DEGREES 19 MINUTES 31 SECONDS EAST FOR A DISTANCE OF 1218.99
FEET; THENCE RUN SOUTH 88 DEGREES 41 MINUTES 18 SECONDS EAST FOR A DISTANCE
OF 10.80 FEET; THENCE RUN SOUTH 01 DEGREES 34 MINUTES 39 SECONDS EAST FOR A
DISTANCE OF 102.87 FEET;

THENCE RUN SOUTH 45 DEGREES 30 MINUTES 14 SECONDS WEST FOR A DISTANCE OF
222.88 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 45 DEGREES 30 MINUTES
14 SECONDS WEST FOR A DISTANCE OF 26.99 FEET; THENCE RUN NORTH 54 DEGREES 32
MINUTES 58 SECONDS WEST FOR A DISTANCE OF 140.47 FEET TO THE POINT OF
COMMENCEMENT OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 114.62
FEET, A CENTRAL ANGLE OF 71 DEGREES 06 MINUTES 57 SECONDS, A CHORD BEARING
OF NORTH 85 DEGREES 41 MINUTES 48 SECONDS WEST FOR A CHORD DISTANCE OF
133.31 FEET; THENCE RUN ALONG ARC OF SAID CURVE FOR A DISTANCE OF
142.26 FEET; THENCE RUN SOUTH 58 DEGREES 37 MINUTES 02 SECONDS WEST FOR A
DISTANCE OF 44.57 FEET; THENCE RUN NORTH 35 DEGREES 51 MINUTES 57 SECONDS
WEST FOR A DISTANCE OF 29.36 FEET; THENCE RUN NORTH 62 DEGREES 46 MINUTES 32
SECONDS EAST FOR A DISTANCE OF 70.37 FEET TO THE POINT OF COMMENCEMENT OF A
CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 115.79 FEET, A CENTRAL
ANGLE OF 62 DEGREES 20 MINUTES 32 SECONDS, A CHORD BEARING OF SOUTH 86
DEGREES 12 MINUTES 35 SECONDS EAST FOR A CHORD DISTANCE OF 119.87 FEET;
THENCE RUN ALONG ARC OF SAID CURVE FOR A DISTANCE OF 125.99 FEET; THENCE RUN
SOUTH 55 DEGREES 02 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 40.33 FEET;
THENCE RUN SOUTH 55 DEGREES 07 MINUTES 55 SECONDS EAST FOR A DISTANCE OF
129.96 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 9,259 SQUARE FEET
OR 0.21 ACRES MORE OR LESS.

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Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/16/2021 12:59:46 PM
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Allen S. Bayl