

This instrument prepared by
and return to:
John – William Parker Blessing
Dinsmore & Shohl LLP
211 N. Pennsylvania Street, Suite 1800
Indianapolis, Indiana 46204
(317) 639-6151

MEMORANDUM OF ASSIGNMENT AND ASSUMPTION OF LEASE

THIS MEMORANDUM OF ASSIGNMENT AND ASSUMPTION OF LEASE (the “**Assignment**”) is dated as of 1st day of November, 2023 by and between MAPCO EXPRESS, INC., a Delaware corporation (“**Assignor**”) and GREEN MXA, LLC, a Delaware limited liability company (“**Assignee**”).

Recitals

A. Assignor, is the Tenant under that certain Lease Agreement executed as of April 16, 2020 between Assignor, as Tenant, and INVERNESS CENTER DRIVE, LLC, an Alabama limited liability company, as Landlord (“**Landlord**”), (as amended, collectively, the “**Lease**”) whereby Assignor leases the real property and improvements located at 200 Inverness Center Drive, Hoover, Alabama 35242 more particularly described on Exhibit “A” (the “**Leased Premises**”) as evidenced by the certain Memorandum of Lease dated August 10, 2020, and recorded August 19, 2020 as Instrument Number 20200819000360340 in the Office of the Judge of Probate of Shelby County, Alabama (“**Memorandum**”).

B. Assignor and Assignee have entered into an Assignment and Assumption of Lease Agreement of even date herewith (“**Agreement**”), and hereby incorporate the terms and conditions of the Lease and Agreement as if set forth in full herein, and record this Assignment to serve as constructive notice of the Lease and Agreement, with the intent that such Lease and Agreement be binding on all successors and assigns of Assignor and Assignee.

C. Assignor has conveyed or will convey its leasehold interest in the Leased Premises to Assignee. The date of such conveyance is referred to in this Assignment as the “**Closing Date**.”

D. In connection with such conveyance, Assignor desires to assign to Assignee, and Assignee desires to accept and assume, all of Assignor’s right, title, interest, in and to, and certain of Assignor’s duties, liabilities, and responsibilities under the Lease and Memorandum.

Agreement

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below in this Assignment.

1. **Recitals.** Assignor and Assignee acknowledge and agree that the foregoing recitals are incorporated into and made a part of this Assignment, and, to the best of each such party's knowledge, are true, correct, and complete.

2. **Assignment.** Assignor assigns, sells, transfers, sets over and delivers unto Assignee all of the Assignor's estate, right, title and interest in and to the Lease and Memorandum to Assignee.

3. **Assumption.** Assignee accepts such assignment and assumes all liabilities, duties and obligation under the Lease and Memorandum and the performance of all of the terms, covenants and conditions imposed upon Assignor with respect to the Lease and/or Memorandum on or after the Effective Date.

4. **Mutual Indemnification.** Assignor agrees to indemnify, defend, and hold harmless Assignee from and against any obligation, liability, expense, penalty, claim, or loss (including reasonable attorneys' fees, court costs, and legal expenses) relating to, connected with, or arising from acts, omissions, or occurrences accruing or taking place prior to the conveyance of ownership of the Leased Premises to Assignee on the Closing Date. Assignee agrees to indemnify, defend, and hold harmless Assignor from and against any obligation, liability, expense, penalty, claim, or loss (including reasonable attorneys' fees, court costs, and legal expenses) relating to, connected with, or arising from acts, omissions, or occurrences accruing or taking place from and after the conveyance of ownership of the Leased Premises to Assignee on the Closing Date.

5. **Effective Date.** This Assignment shall become effective upon and concurrently with the conveyance of ownership of the Leased Premises to Assignee on the Closing Date.

6. **Ratification.** Nothing in this Assignment shall be construed to effect a novation of the Lease. Except as expressly set forth herein, all terms, conditions, and covenants set forth in the Lease are ratified in connection with this Assignment and shall remain in full force and effect.

7. **General Provisions.** This Assignment shall be governed by and construed in accordance with the laws of the State of Pennsylvania, notwithstanding the choice of law rules thereof. This Assignment may be executed simultaneously in several counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Assignment is the final agreement, contains the entire, complete, and exclusive understanding between the parties with respect to the matters addressed herein, and supersedes any and all prior oral or written understandings, contracts, or agreements, formal or informal, between the parties are terminated to the extent such matters are or were addressed therein. The parties acknowledge and agree that delivery of this Assignment may be effected by electronic facsimile; provided, however, in the event such form of delivery is used, the parties shall nonetheless promptly execute and deliver an original of this Assignment at the request of either.

[Signatures on Following Pages]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first above written.

“Assignor”

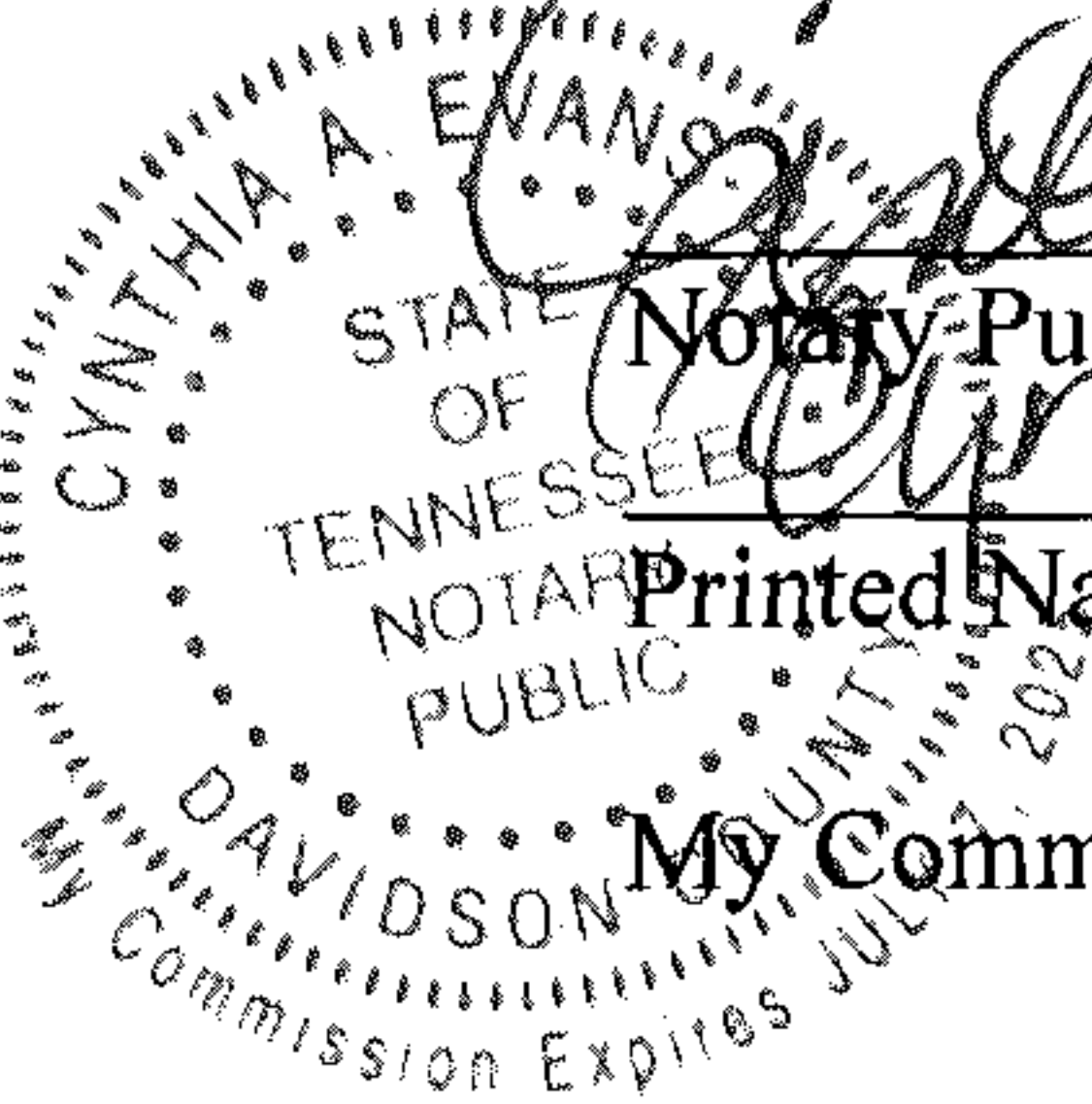
MAPCO EXPRESS, INC.
a Delaware corporation

By: Katie West
Printed Name: Katie West
Title: Secretary

By: Keith Slater
Printed Name: Keith Slater
Title: Treasurer

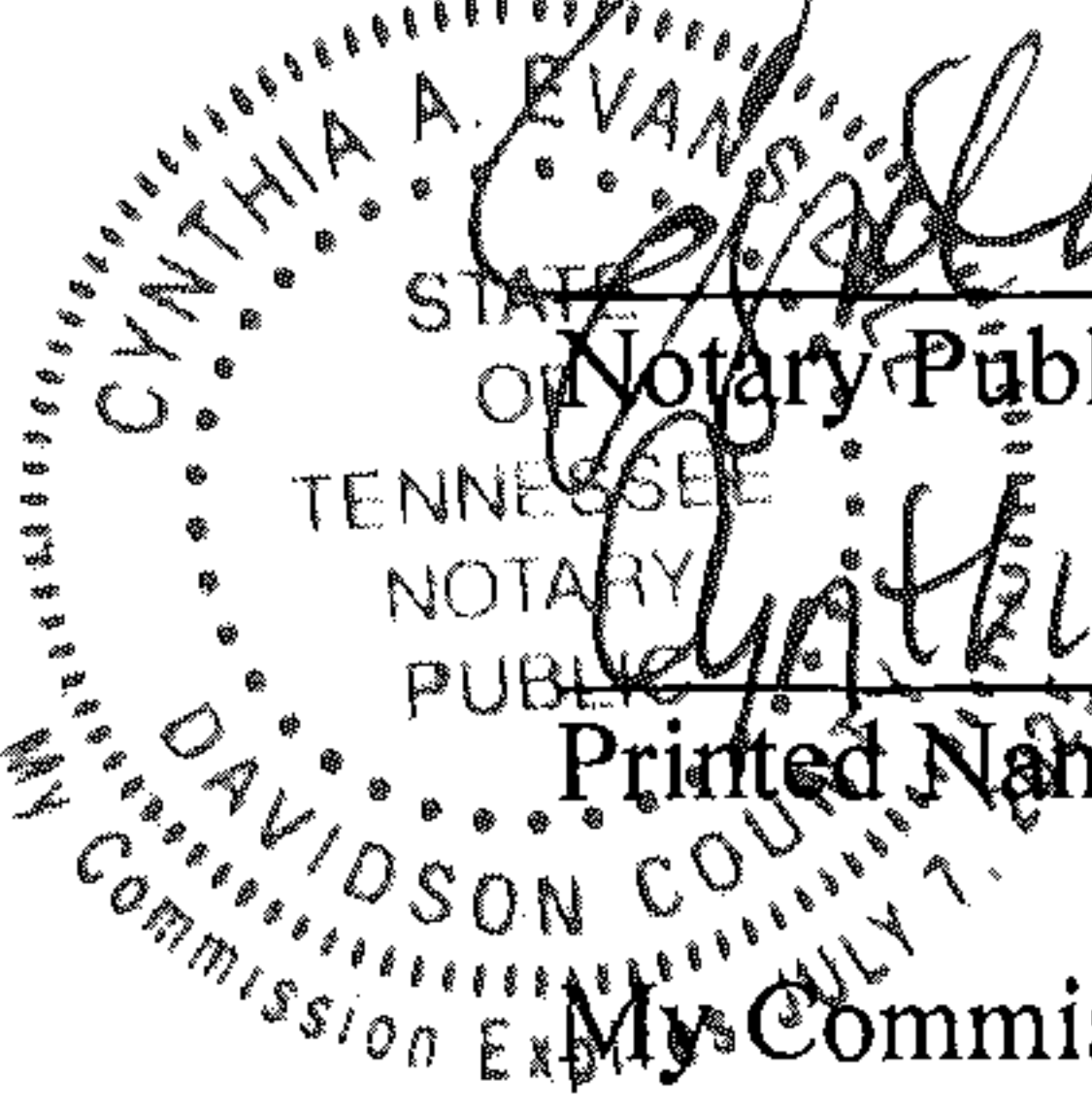
STATE OF TENNESSEE)
)
 COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned authority in and for the said county and state, on this 20th day of October, 2023, within my jurisdiction, the within named Keith Slater, who acknowledged to MAPCO EXPRESS, Inc., a Delaware corporation, and as the act and deed of said corporation, (he) (she) executed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.


Cynthia A. Evans-Dill
 Notary Public
 Printed Name
 My Commission Expires: July 7, 2025

STATE OF TENNESSEE)
)
 COUNTY OF DAVIDSON)

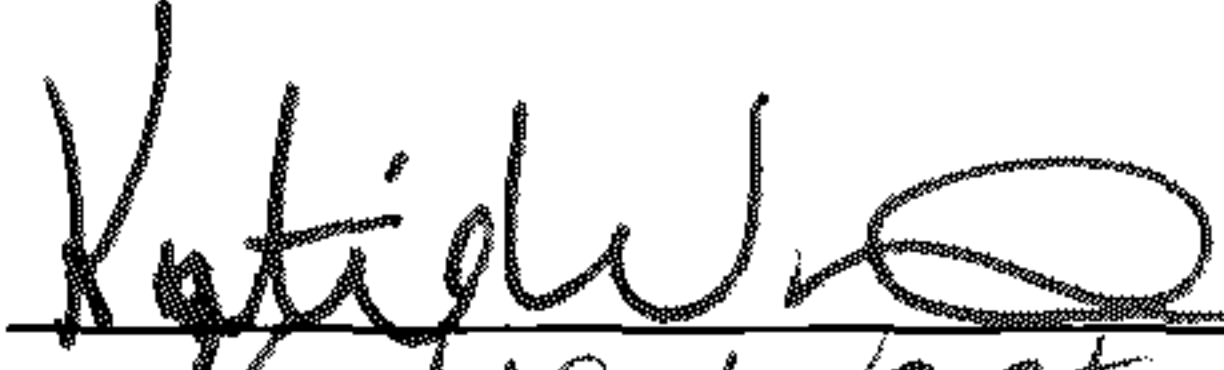
Personally appeared before me, the undersigned authority in and for the said county and state, on this 20th day of October, 2023, within my jurisdiction, the within named Katie West, who acknowledged to MAPCO EXPRESS, Inc., a Delaware corporation, and as the act and deed of said corporation, (he) (she) executed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

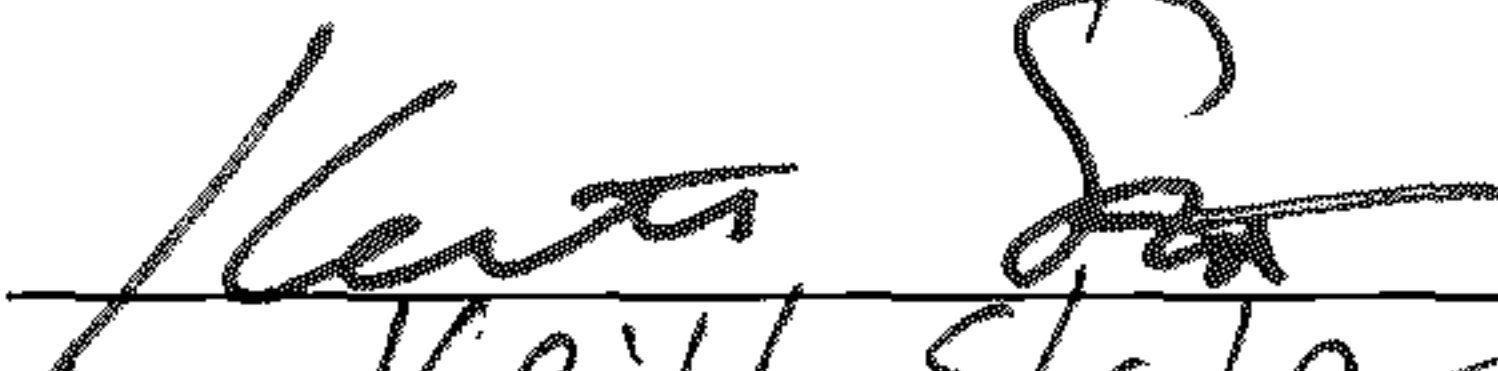

Cynthia A. Evans-Dill
 Notary Public
 Printed Name
 My Commission Expires: July 7, 2025

“Assignee”

GREEN MXA, LLC,
a Delaware limited liability company

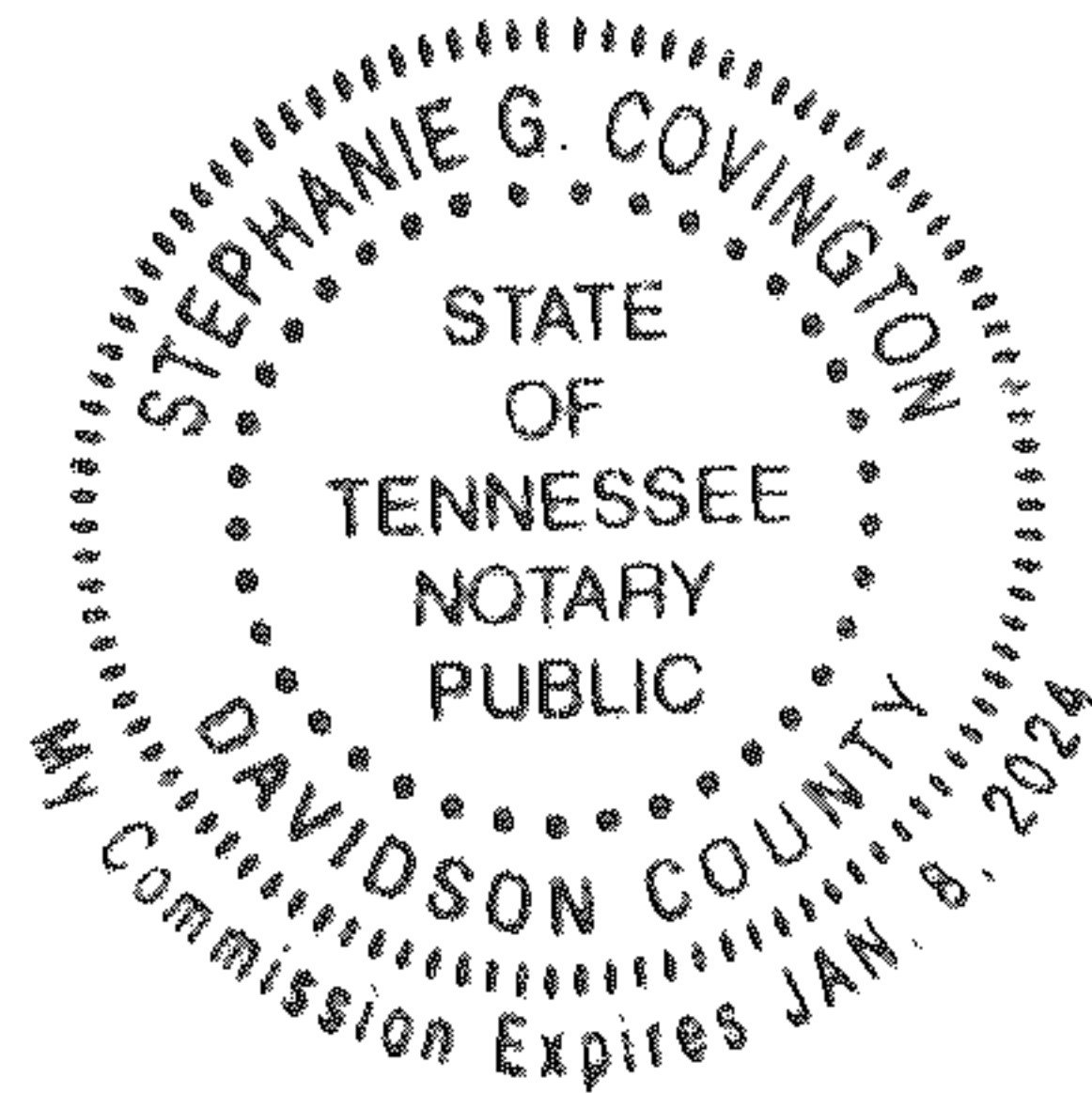
By: MAPCO Express, Inc.,
a Delaware corporation,
its sole Member

By: 
Name: Katie West
Title: Secretary

By: 
Name: Keith Slater
Title: Treasurer

STATE OF TENNESSEE)
)
 COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned authority in and for the said county and state, on this 20th day of October, 2023, within my jurisdiction, ~~the~~ within named Heather Sater, who acknowledged he/she is the Treasurer of MAPCO EXPRESS, Inc., a Delaware corporation, the sole Member of GREEN MXA, LLC, a Delaware limited liability company, and as the act and deed of said corporation, as the sole Member of the company, (he) (she) executed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do, on behalf of the company.



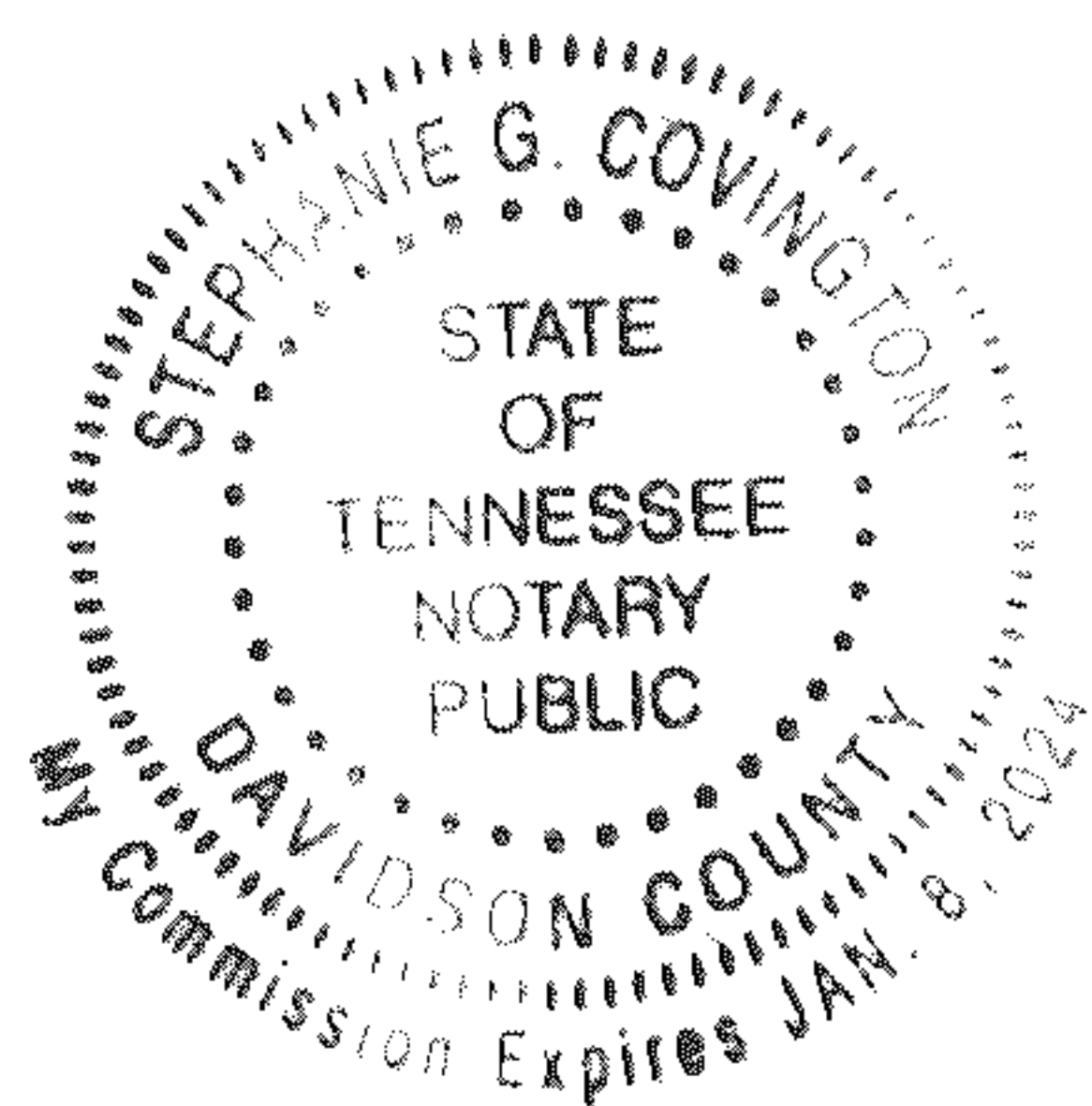
Stephanie Covington
 Notary Public

Stephanie Covington
 Printed Name

My Commission Expires: 1/8/24

STATE OF TENNESSEE)
)
 COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned authority in and for the said county and state, on this 20th day of October, 2023, within my jurisdiction, ~~the~~ within named Heather Sater, who acknowledged he/she is the Secretary of MAPCO EXPRESS, Inc., a Delaware corporation, the sole Member of GREEN MXA, LLC, a Delaware limited liability company, and as the act and deed of said corporation, as the sole Member of the company, (he) (she) executed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do, on behalf of the company.



Stephanie Covington
 Notary Public

Stephanie Covington
 Printed Name

My Commission Expires: 1/8/24

Exhibit A

Legal Description of the Leased Premises

A parcel of land located in the SW 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, and being 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 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, 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 TWO ABOVE PARCELS 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, 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 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'.

Source of title: deed of record in Instrument No. 20200401000128420 Office of the Judge of Probate for Shelby County, Alabama (as to the fee simple interest) and Memorandum of Ground Lease of record in Instrument Number 20200189000360340 in the office of the Judge of Probate of Shelby County, Alabama (as to leasehold interest).



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
01/04/2024 08:15:47 AM
\$43.00 JOANN
20240104000002930

Allen S. Bayl