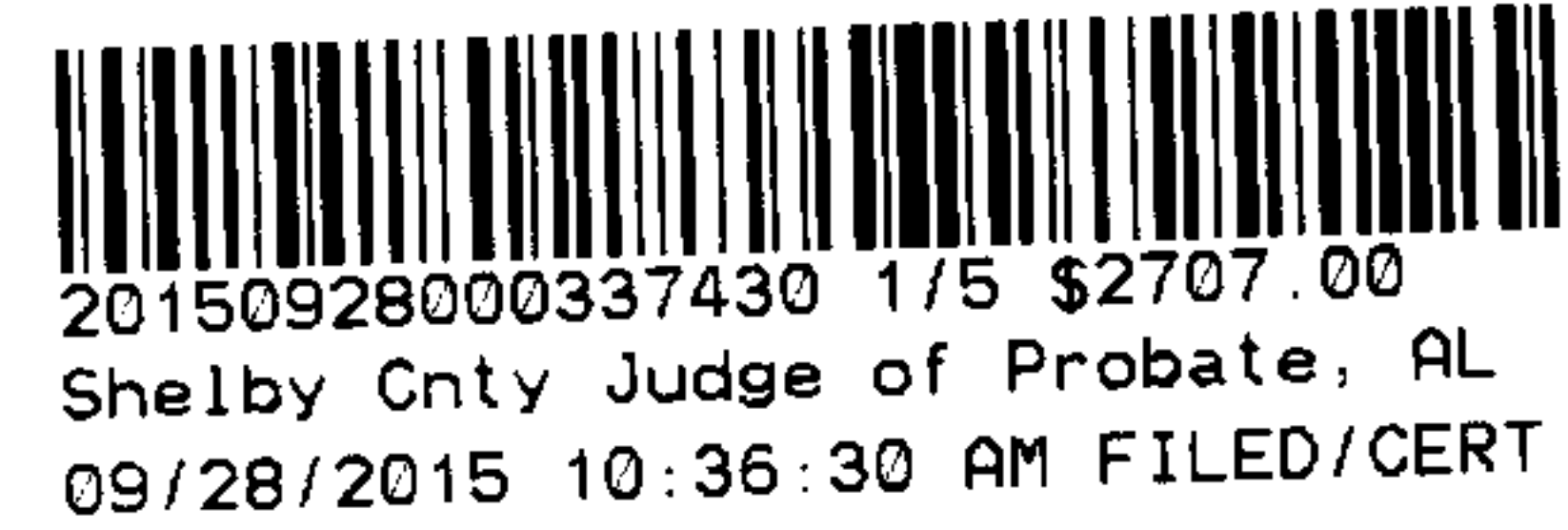


This instrument prepared by:
Andrea L. Weed
Burr & Forman LLP
420 N. 20th Street, Suite 3400
Birmingham, Alabama 35203



STATE OF ALABAMA)
)
COUNTY OF SHELBY)

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE entered into as of the 21st day of September, 2015 by and between **PAUL SIEGEL AND PHYLLIS SIEGEL, TRUSTEES OF THE SIEGEL FAMILY INTER VIVOS TRUST**, a California trust ("Landlord") having a mailing address of 5933 Julian Lane, Tarzana, California 91356 and **R&L FOODS, LLC**, a Delaware limited liability company ("Tenant"), having a mailing address of 154 Creekside Lane, Winchester, Virginia 22602.

RECITALS:

Landlord and Tenant entered into that certain lease agreement (the "Lease") dated September 21, 2015, whereby Landlord agreed to lease to Tenant, and Tenant agreed to lease from Landlord, certain real estate located in Chilton County, Alabama (the "Property").


WITNESSETH:

NOW, THEREFORE, pursuant to the provisions of the Lease, Landlord and Tenant mutually desire to execute this Memorandum of Lease in order to provide notice under the recording statutes of the State of Alabama:

1. The name of the Landlord is: Paul Siegel and Phyllis Siegel, Trustees of the Siegel Family Inter Vivos Trust dated December 21, 1999.
2. The name of the Tenant is: R&L Foods, LLC.
3. The initial term of the Lease commenced on September 21, 2015 and expires on August 31, 2035.
4. The specific legal description of the Property is set forth in Exhibit A attached hereto and made a part hereof.
5. The options to renew or extend the term of this lease are as follows: Four (4) renewal options of five (5) years each.

6. The purpose of this Memorandum is to provide record notice of the existence and certain terms of the Lease. Nothing herein shall be deemed to amend, modify or supplement the provisions of the Lease.

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Shelby Cnty Judge of Probate, AL
09/28/2015 10:36:30 AM FILED/CERT

IN WITNESS WHEREOF, the parties hereto have each caused this Memorandum of Lease to be executed as of the date hereinabove written.

LANDLORD:

**Paul Siegel and Phyllis Siegel, Trustees of
the Siegel Family Inter Vivos Trust, a
California trust**

Paul Siegel, Trustee

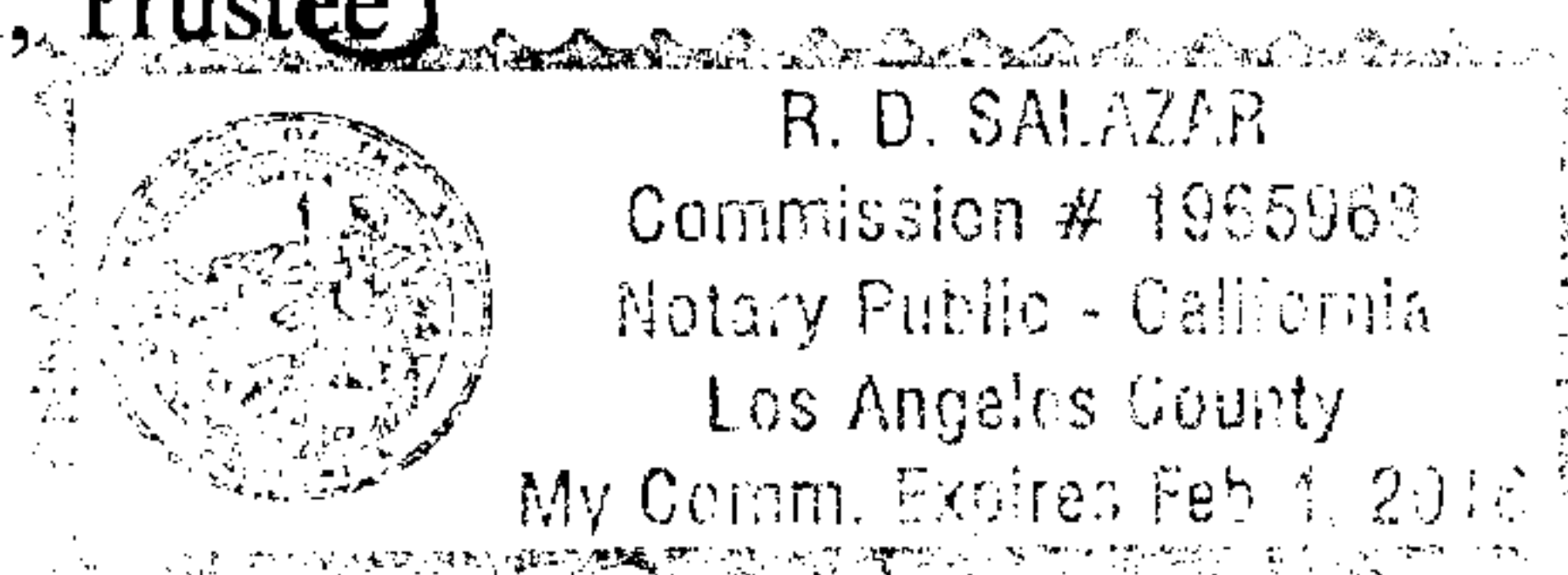
Paul Siegel, Trustee

Phyllis Siegel, Trustee

Phyllis Siegel, Trustee

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES



I, R.D. SALAZAR, a Notary Public in and for said County in said State, hereby certify that Paul Siegel, whose name as Trustee of the Siegel Family Inter Vivos Trust, is signed to the foregoing Memorandum of Lease, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such Trustee and with full authority, executed the same voluntarily for and as the act of said Siegel Family Inter Vivos Trust.

Given under my hand and seal, this 17 day of September, 2015.

[SEAL]

NOTARY PUBLIC: R.D. Salazar

My Commission Expires: FEB 4 2016

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

I, R.D. SALAZAR, a Notary Public in and for said County in said State, hereby certify that Paul Siegel, whose name as Trustee of the Siegel Family Inter Vivos Trust, is signed to the foregoing Memorandum of Lease, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, she, as such Trustee and with full authority, executed the same voluntarily for and as the act of said Siegel Family Inter Vivos Trust.

Given under my hand and seal, this ____ day of September, 2015.

[SEAL]

NOTARY PUBLIC: R.D. Salazar

My Commission Expires: FEB 4 2016

[Signatures continue on the following page]



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Shelby Cnty Judge of Probate, AL
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TENANT:

R&L FOODS, LLC, a Delaware limited liability company

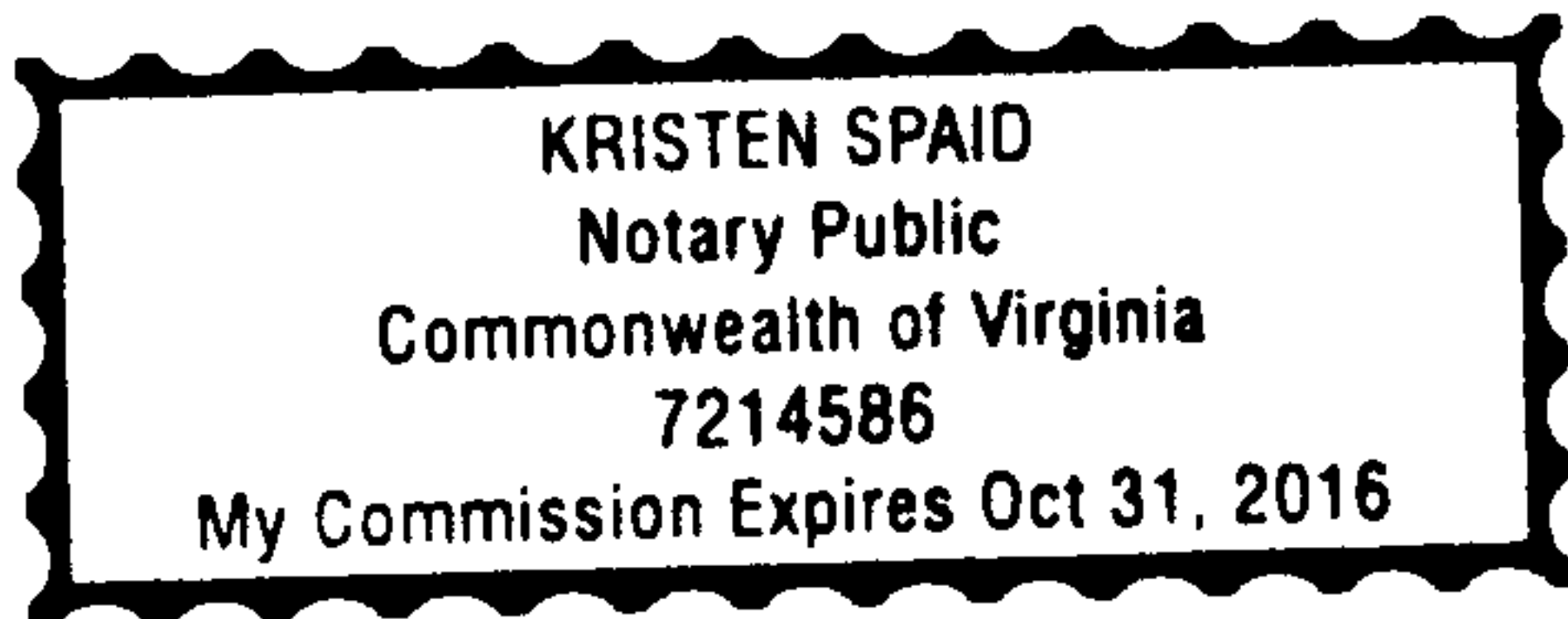
By: William R. Reynolds
William R. Reynolds
Its Sole Manager

STATE OF VIRGINIA)

CITY OF WINCHESTER)

I, Kristen Spaid, a Notary Public in and for said County in said State, hereby certify that William R. Reynolds, whose name as Manager of R&L Foods, LLC, a Delaware limited liability company, is signed to the foregoing Memorandum of Lease, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and seal, this 17th day of September, 2015.



[SEAL]

Kristen Spaid
NOTARY PUBLIC

My Commission Expires: 10/31/16

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Shelby Cnty Judge of Probate, AL
09/28/2015 10:36:30 AM FILED/CERT

**EXHIBIT A
TO
MEMORANDUM OF LEASE**

Page 1 of 1

Tract 1:


Lot 1, according to the Survey of Colonial Properties Subdivision, as recorded In Map Book 8, page 138, In the Probate Office of Shelby County, Alabama.

LESS AND EXCEPT that portion conveyed to the State of Alabama in Book 277, page 930, in the Probate Office of Shelby County, Alabama.

Tract 2:

TOGETHER WITH easement rights as defined in Declaration of Restrictions and grant of easements recorded in Volume 53, page 375, in and to Lot 2, according to the Survey of Colonial Properties Subdivision, as recorded in Map Book 8, page 138, in the Probate Office of Shelby County, Alabama.

STORE ADDRESS: 4671 Highway 280 East, Birmingham, AL 35242 (Store #1258)


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