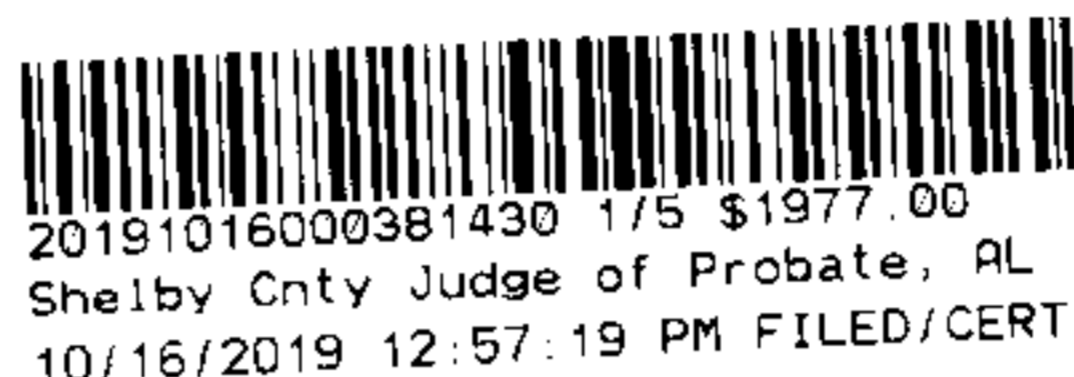


Above Space Reserved for Recording

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

Timothy N. Tucker, Esq.
King & Spalding LLP
1185 Avenue of the Americas
New York, New York 10036



MEMORANDUM OF LEASE AGREEMENT

(3439 Pelham Parkway, Pelham, Alabama 35124)

THIS MEMORANDUM OF LEASE AGREEMENT (this “Instrument”), dated as of the 16th day of October, 2018, by and between **KITRELL PROPERTIES, L.L.C.**, an Alabama limited liability company (the “Landlord”), and **MARC 1 HOLDINGS, LLC**, a Delaware limited liability company (the “Tenant”);

W I T N E S S E T H:

WHEREAS, Landlord and Tenant have entered into that certain Lease Agreement, dated October 16, 2018 (the “Lease”) covering that certain tract or parcel of real property and improvements thereon more particularly described on Exhibit A attached hereto and by this reference made a part hereof (the “Leased Property”);

WHEREAS, Landlord and Tenant desire to execute, deliver and record this Instrument to provide constructive notice of the existence of the Lease.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. **Leased Property**. Subject to the terms and conditions of the Lease, all of which terms and conditions are incorporated herein by reference, Landlord has leased and by these presents does hereby lease to Tenant, and Tenant has leased, and by these presents does hereby lease from Landlord, the Leased Property.


2. **Initial Term**. The initial term of the Lease commenced on October 16, 2018 (the “Commencement Date”) and expires at midnight on December 31, 2033.

3. **Renewal Terms.** Under the terms of the Lease Tenant is granted options to renew the term of the Lease following the expiration of the initial term for five (5) additional periods of five (5) years each.

4. **Incorporation of Lease.** The provisions set forth in the Lease are hereby incorporated into this Instrument as if set out in full herein. Nothing contained herein is intended to or does change or modify any of the terms or provisions of the Lease, or the rights, duties, obligations, conditions and agreements created thereby, all of which remain in full force and effect. In the event of any conflict or inconsistency between the terms of this Instrument and the terms of the Lease, the terms of the Lease shall govern and control for all purposes.

5. **Miscellaneous.** This Instrument shall be deemed to be a contract entered into pursuant to the laws of the State of Alabama and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Alabama. This Instrument may not be modified in any manner or terminated except by an instrument in writing executed by the parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]


20191016000381430 2/5 \$1977.00
Shelby Cnty Judge of Probate: AL
10/16/2019 12:57:19 PM FILED/CERT

IN WITNESS WHEREOF, Landlord and Tenant have executed and delivered this Instrument under seal as of the day and year first above set forth.

LANDLORD:

KITTRELL PROPERTIES, L.L.C.,
an Alabama limited liability company

By: *Marcus Kittrell*
Name: Marcus Kittrell
Title: Manager

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Marcus Kittrell, whose name as Manager of Kittrell Properties, L.L.C., 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 the 12th day of October, 2018.


[Signature]
Notary Public

[NOTARIAL SEAL]

My commission expires:

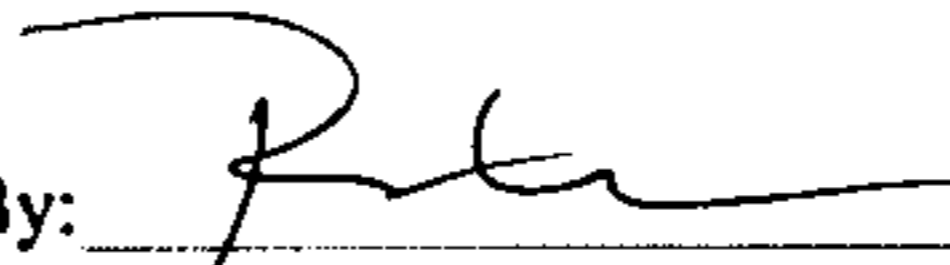
MY COMMISSION EXPIRES AUGUST 12, 2022

[SIGNATURES AND ACKNOWLEDGMENTS CONTINUED ON FOLLOWING PAGE]


20191016000381430 3/5 \$1977.00
Shelby Cnty Judge of Probate: AL
10/16/2019 12:57:19 PM FILED/CERT

TENANT:

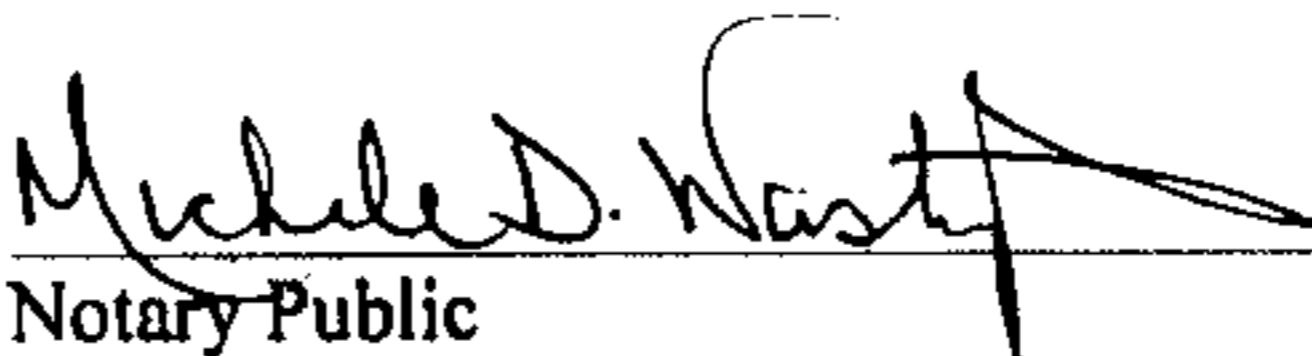
**MARC 1 HOLDINGS, LLC, a
Delaware limited liability company**

By: 
Name: Robert W. Chambers III
Title: Vice President

STATE OF GEORGIA)
 :
FULTON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Robert W. Chambers III, whose name as Vice President of Marc 1 Holdings, LLC, 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 15th day of October, 2018.


Notary Public

[NOTARIAL SEAL]

My commission expires:






20191016000381430 4/5 \$1977.00
Shelby Cnty Judge of Probate, AL
10/16/2019 12:57:19 PM FILED/CERT

EXHIBIT A

Legal Description of Leased Property

Lot 1, according to the Final Plat Central State Bank Lot 1, as recorded in Map Book 33, Page 2, in the Probate Office of Shelby County, Alabama.


20191016000381430 5/5 \$1977.00
Shelby Cnty Judge of Probate: AL
10/16/2019 12:57:19 PM FILED/CERT

Shelby County, AL 10/16/2019
State of Alabama
Deed Tax: \$1943.00