

This instrument prepared by
(and after recording return to):
Jenny Byars Gribbin, Esq.
PUBLIX SUPER MARKETS, INC.
P. O. Box 0407
Lakeland, FL 33802-0407



20191028000395870 1/7 \$614.50
Shelby Cnty Judge of Probate, AL
10/28/2019 03:54:08 PM FILED/CERT

MEMORANDUM OF SUPPLEMENTAL SPACE LEASE

FOR RECORDER'S USE ONLY

THIS MEMORANDUM OF SUPPLEMENTAL SPACE LEASE is made and entered into as of the 1st day of October, 2019, by and between **GREYSTONE WAY LLC**, a Florida limited liability company (hereinafter referred to as "Landlord") and **PUBLIX APRON'S EVENT PLANNING AND CATERING, LLC**, a Florida limited liability company (hereinafter referred to as "Tenant"), with reference to the following facts:

A. Landlord and Tenant have entered into a certain Supplemental Space 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.

NOW, THEREFORE, for and in consideration of the sum of One and No/100 Dollars (\$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:

Greystone Way LLC
1801 S. Keene Road
Clearwater, Florida 33756
ATTN: James J. White

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

Publix Apron's Event Planning and Catering, LLC
c/o Publix Super Markets, Inc.
Corporate Office
3300 Publix Corporate Parkway
Lakeland, Florida 33811-3002
P.O. Box 407
Lakeland, Florida 33802-0407

3. Date of Lease. The Lease is dated as of the 1st day of October, 2019.

4. Commencement Date. shall mean the later of: (i) 180 days after the Possession Date; or (ii) 180 days after Tenant's receipt of Tenant's approved interior plans and specifications from the City of Hoover, AL (collectively, "Tenant's Permitted Plans"); provided, however, if Tenant elects to open the Premises for business with the public prior to a date on which the Commencement Date would occur pursuant to this Paragraph, then the Commencement Date shall be deemed to have occurred effective as of the date Tenant opens the Premises for business with the public.

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

(a) Initial Period. An initial period of ten (10) years beginning on the Commencement Date and ending ten (10) years from the first day of the calendar month immediately succeeding the Commencement Date; and

(b) Extension Periods. Tenant may, at its option, extend the Term beyond the initial period of ten (10) years for two (2) successive periods of five (5) years each upon the same terms and conditions contained in the Lease.

6. Premises. The Premises consist of: shall the portion of the Shopping Center leased to Tenant pursuant to this Lease, identified as space numbers 101 and 102 (aka "Suite 117") and outlined on the Location Plan attached hereto as Exhibit "A" and by reference thereto incorporated herein.

7. Shopping Center Tract. That certain tract of real property, as more particularly described in Exhibit "B", attached hereto and by this reference incorporated herein

8. Shopping Center. The Shopping Center shall consist of the Shopping Center Tract and those buildings and Common Area improvements constructed from time to time on the Shopping Center Tract as such buildings and Common Area improvements are depicted on the Site Plan. The Shopping Center shall at all times during the Term be known as Publix at Tattersall Park.

9. Intentionally Omitted.

10. Exclusive Uses. Article 7 of the Lease establishes certain exclusive use rights and prohibited use in respect to the Shopping Center, a portion of Article 7 is hereinafter reprinted:

"Exclusive Use. Landlord covenants and agrees that, for as long as this Lease is in effect, Tenant shall have the exclusive right to operate a cooking school within the Shopping Center, including any adjacent tracts now owned (or later acquired) by Landlord, and that Landlord shall not permit any portion of the Shopping Center to be used for such use. This exclusive shall not apply to Publix Super Markets, Inc., its affiliates or subsidiaries. Nothing in the foregoing shall be deemed or interpreted to waive, release, amend, or otherwise modify the terms and conditions of the Store Lease."

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed under seal as of the day and year first above written.

LANDLORD:
GREYSTONE WAY LLC,
a Florida limited liability company

Witnesses:

[Signature]
Print Name: WILLIAM W. GARDNER

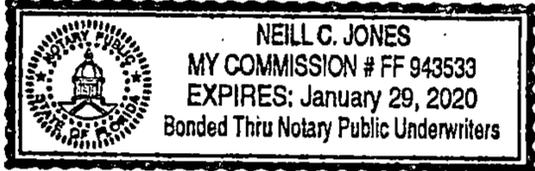
[Signature]
Print Name: JASON T. POWERS

By: [Signature]
Name: James J. White
As its: Manager

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was signed, sealed, delivered, and acknowledged before me this 24th day of September, 2019, by James J. White, as Manager of GREYSTONE WAY LLC, a Florida limited liability company, on behalf of the company. Such person is personally known to me or produced _____ as identification.

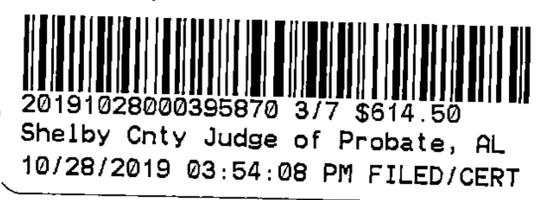
SEAL:



[Signature]
NOTARY

Neill C Jones
Printed Name of Notary
Commission No. and Expiration Date FF 943533
1/29/20

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]



Witnesses:

Michele Carroll
Print Name: Michele Carroll

Abby Lee
Print Name: Abby Lee

TENANT:
PUBLIX APRON'S EVENT PLANNING AND
CATERING, LLC, a Florida limited liability
company

By: Christopher M Litz
Christopher M. Litz
At its: Vice President

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me this 1 day of October, 2019, by Christopher M. Litz, as Vice President of PUBLIX APRON'S EVENT PLANNING AND CATERING, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me.

SEAL:

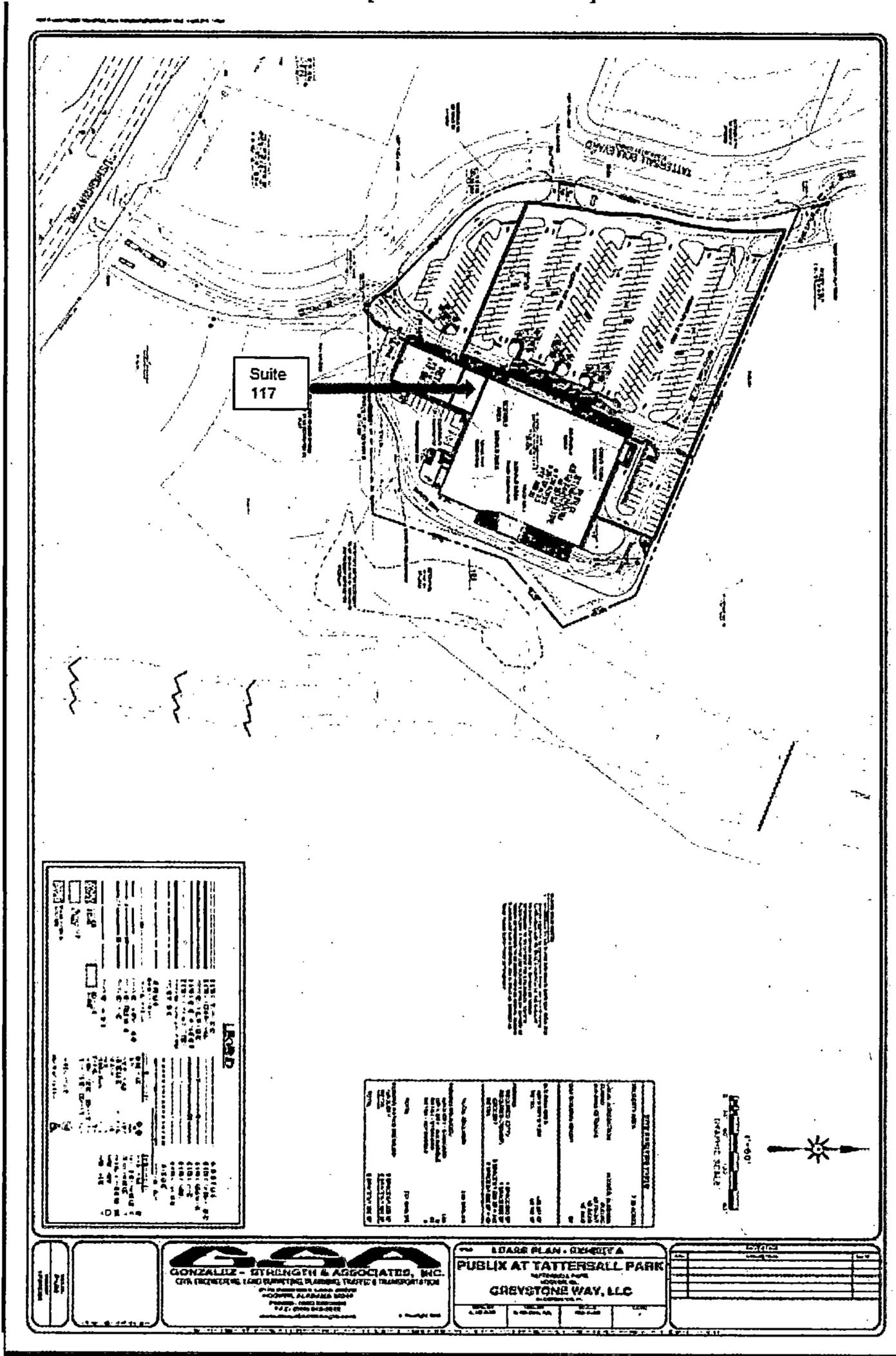
Cherie Oberg-Thannert
NOTARY
Cherie Oberg-Thannert
Printed Name of Notary
Commission No. and Expiration Date



CHERIE OBERG-THANNERT
MY COMMISSION # GG 008540
EXPIRES: August 2, 2020
Bonded Thru Budget Notary Services

EXHIBIT "A"

[LOCATION PLAN]

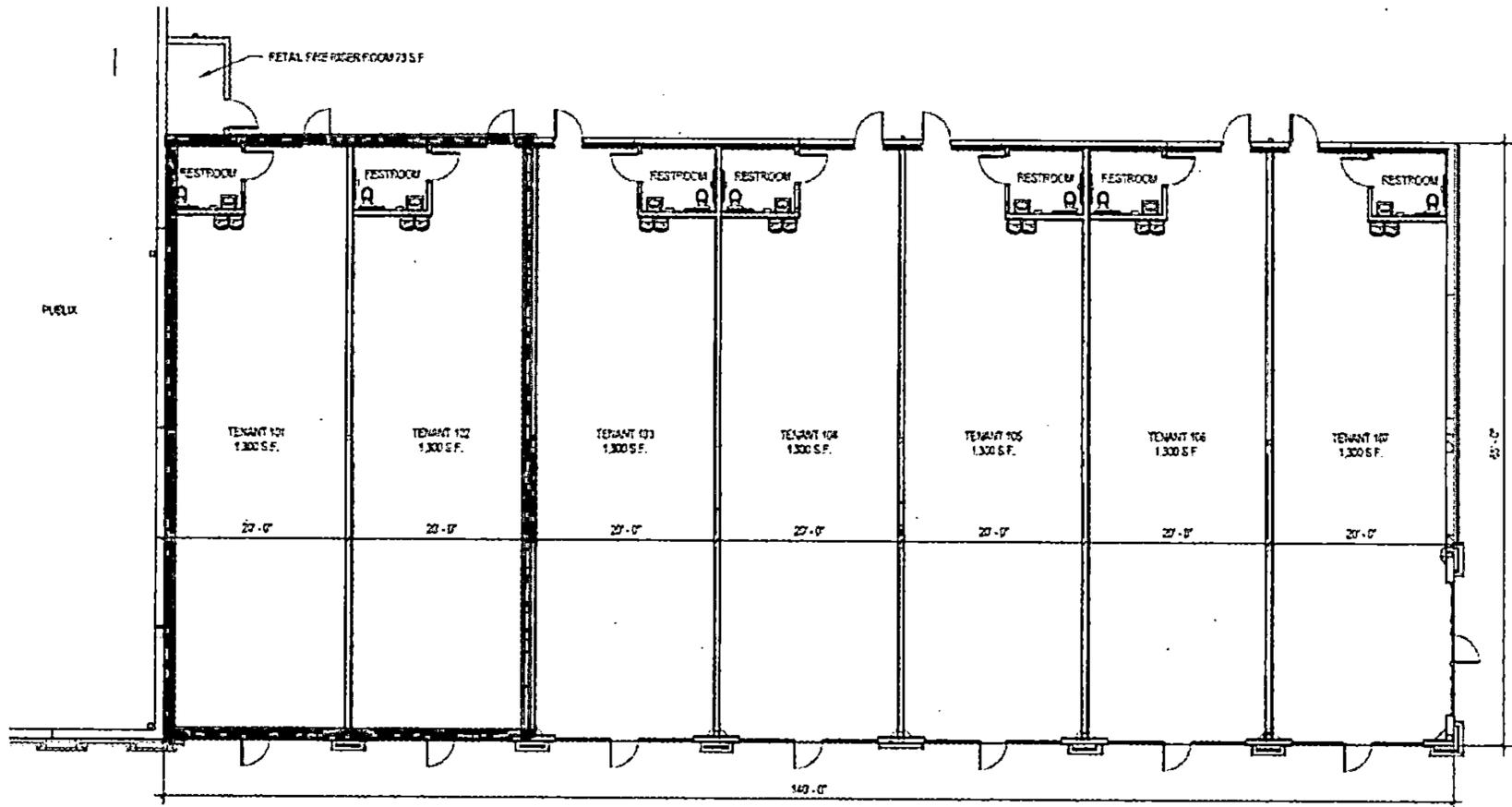


PLEASE INITIAL

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EXHIBIT "A" (CONTINUED)



1 Lease Plan
SCALE 1" = 10'-0"



RETAIL @ TATTERSALL PARK
US Highway 280 & Highway 119
Hoover, AL : C&P Project #2161052 : 04/22/18

LP-01

End of Exhibit "A"



EXHIBIT "B"

[SHOPPING CENTER TRACT LEGAL DESCRIPTION]

Lot 8, according to the Survey of Tattersall Park Resurvey No. 3, as recorded in Map Book 49, pages 81A and 81B, in the Probate Office of Shelby County, Alabama.

End of Exhibit



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Shelby County, AL 10/28/2019
State of Alabama
Deed Tax:\$574.50