

This instrument was prepared by:
Reed Smith LLP
3 Logan Square
1717 Arch Street, Suite 3100
Philadelphia, PA 19103

Upon recordation, please return to:

First American Title Insurance Company
2425 E. Camelback Road, Suite 300
Phoenix, AZ 85016
Attn: Sally Pearson

STATE OF ALABAMA

COUNTY OF SHELBY

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum") is made and entered into as of the 29 day of September, 2020, by and between **SCF RC FUNDING IV LLC**, a Delaware limited liability company, the address of which is 902 Carnegie Center Blvd., Suite 250, Princeton, NJ 08540 (hereinafter referred to as "Landlord") and **EQUIPMENTSHARE.COM INC**, a Delaware corporation, the address of which is 5710 Bull Run Dr., Columbia, Missouri 65201 (hereinafter referred to as "Tenant"), with reference to the following facts:

A. Landlord and Tenant have entered into that certain Master Lease Agreement dated as of September 30, 2019 ("Master Lease"), as amended by that First Amendment to Master Lease Agreement dated September 30, 2019 ("First Amendment"), as amended by that Second Amendment to Master Lease Agreement dated October 31, 2019 ("Second Amendment"), as amended by that Third Amendment to Master Lease Agreement dated November 27, 2019 (the "Third Amendment"), as amended by that Fourth Amendment to Master Lease Agreement dated June 8, 2020 ("Fourth Amendment", together with the Master Lease, First Amendment, Second Amendment, and Third Amendment, the "Original Lease") and as further amended by that Fifth Amendment to Master Lease Agreement dated as of the day hereof, whereby the Leased Premises is being added to the Original Lease ("Fifth Amendment", and together with the Original Lease, collectively, the "Lease"); and

B. Landlord and Tenant desire to enter into this Memorandum to set forth certain terms and conditions of the Lease.

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

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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. Leased Premises. Pursuant to the Lease, Landlord has leased unto Tenant and Tenant has leased from Landlord, that certain real property located in Shelby County, Alabama as more particularly described on Exhibit A attached hereto and made a part hereof (the "Leased Premises").

2. Term. The term of the Lease commenced on September 30, 2019, and will expire on September 30, 2034. Tenant shall have the right to extend the term of the Lease for the Leased Premises for two (2) successive periods of five (5) years each, subject to the provisions in the Lease.

3. Effect of Memorandum. The sole purpose of this instrument is to give notice of the Lease and its terms, covenants and conditions to the same extent as if the Lease were fully set forth herein. This Memorandum shall not modify in any manner the terms, conditions or intent of the Lease, and the parties agree that this Memorandum is not intended nor shall it be used to interpret the Lease or determine the intent of the parties under the Lease.

4. Counterparts. This Memorandum may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement.

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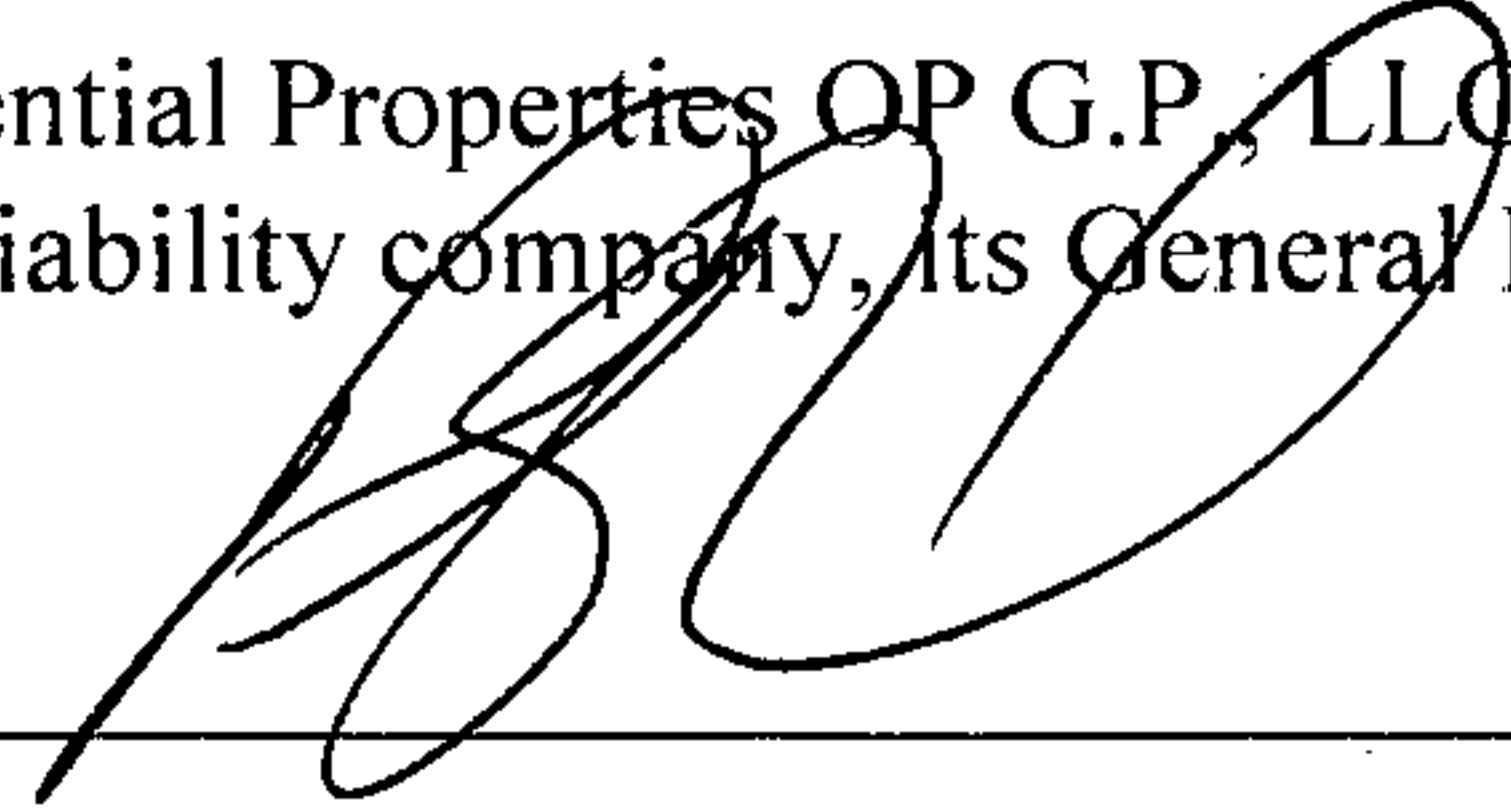
IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

LANDLORD:

SCF RC FUNDING IV LLC,
a Delaware limited liability company

By: Essential Properties, L.P., a Delaware limited partnership, its Manager

By: Essential Properties OP G.P., LLC, a Delaware limited liability company, its General Partner

By: 

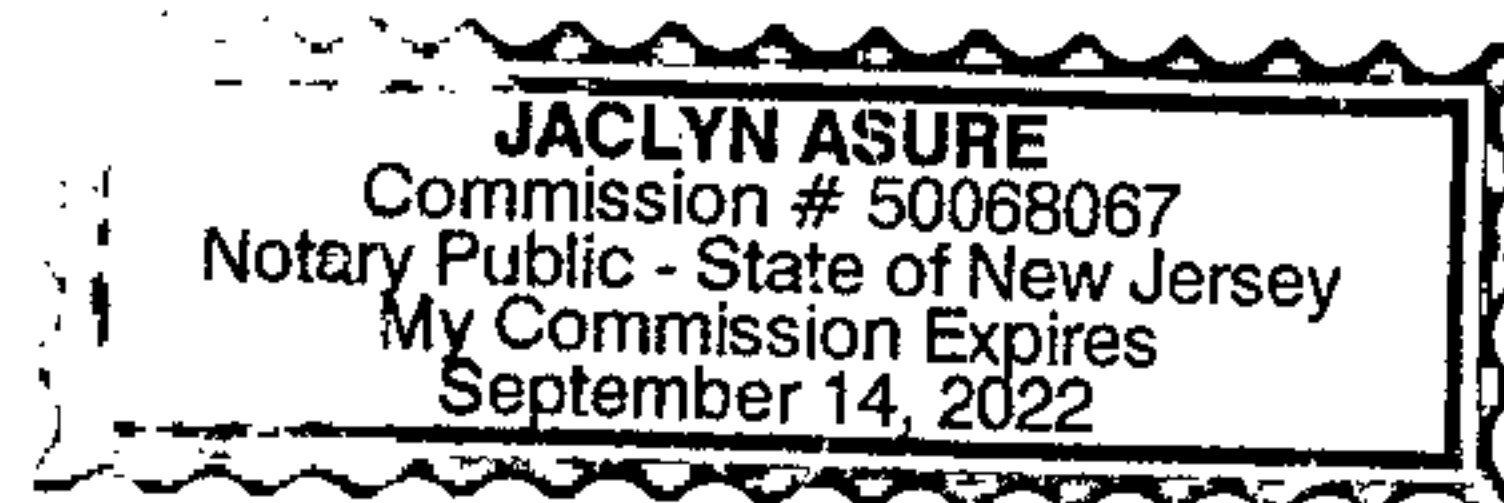
Name: **Peter M. Mavoides**

Title: President & CEO

STATE OF New Jersey
COUNTY OF Merca

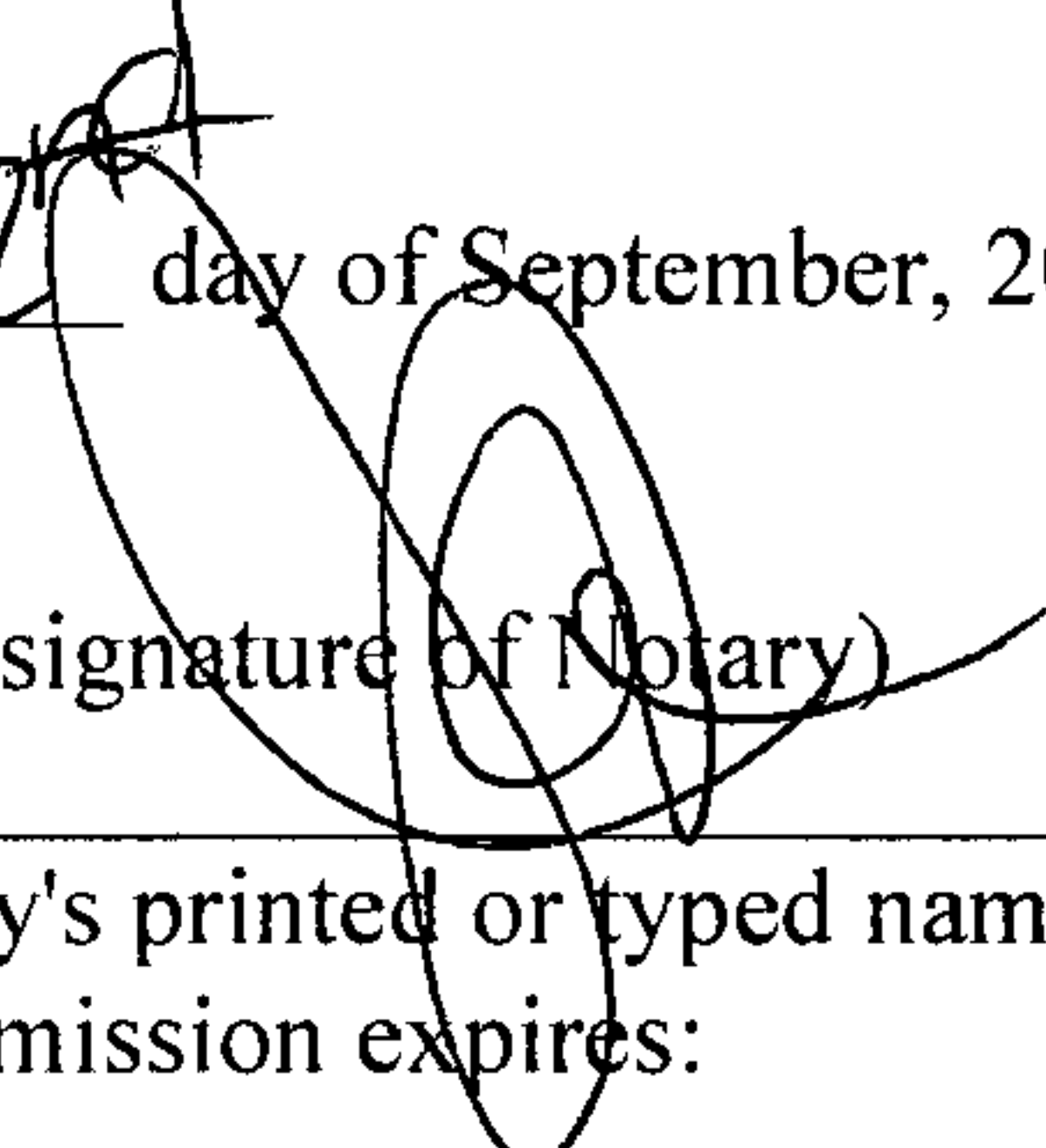
I, the undersigned, Notary Public in and for said County in said State, hereby certify that Peter Mavoides, as the President of Essential Properties OP G.P., LLC, General Partner of Essential Properties, L.P., the Manager of SCF RC FUNDING IV LLC, a Delaware limited liability company, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/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 official notarial seal this 22nd day of September, 2020.



(Official Seal)

(official signature of Notary)

, Notary Public

(Notary's printed or typed name)

My commission expires:

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

TENANT:

EQUIPMENTSHARE.COM INC, a Delaware corporation

By: _____

Name: Jabbok Schlacks

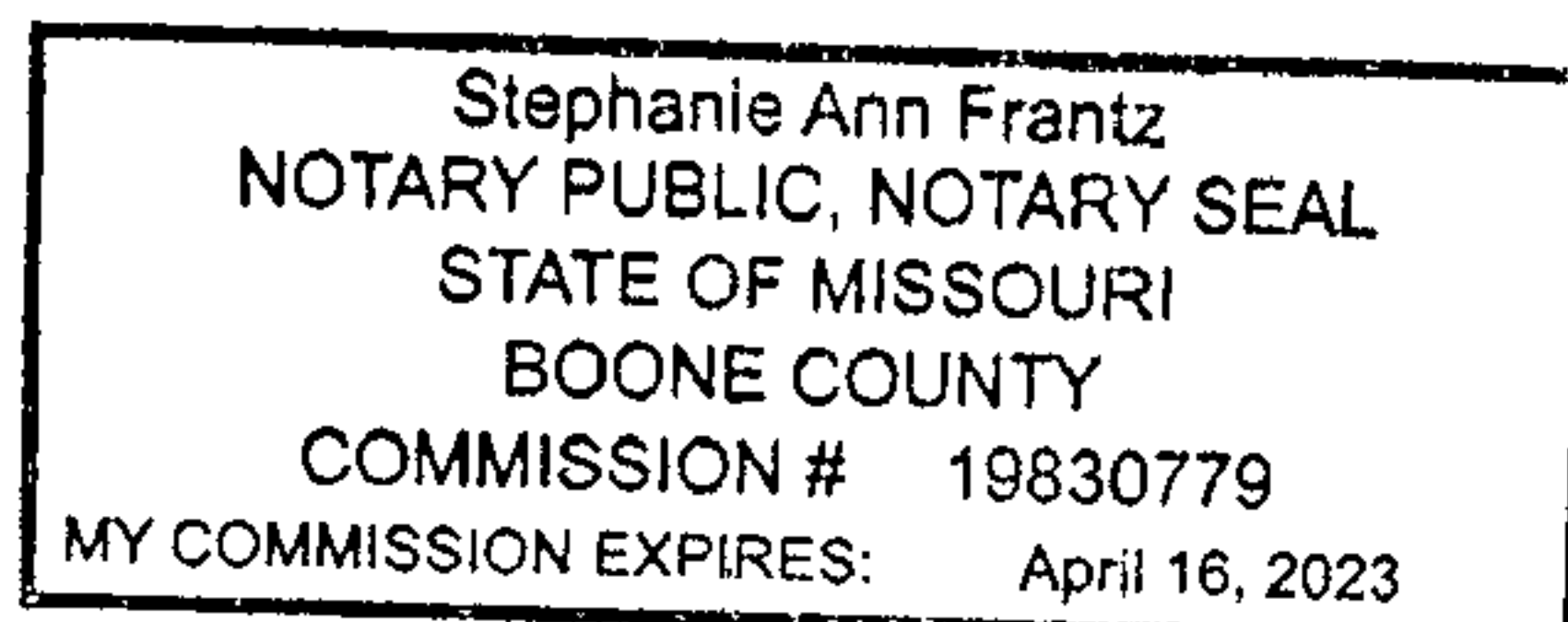
Title: CEO

STATE OF Missouri

COUNTY OF Boone

I, the undersigned, Notary Public in and for said County in said State, hereby certify that Jabbok Schlacks CEO of Equipmentsshare.com Inc, a Delaware corporation, whose name 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 the instrument, he/she, as such CEO and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official notarial seal this 24 day of September, 2020.



[AFFIX NOTARY SEAL]

Stephanie Frantz
Name of Notary: Stephanie Frantz
Notary Public
My commission expires: 4/16/2023

LEGAL DESCRIPTION OF THE LEASED PREMISES

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

LOTS 9, 10, AND 11, ACCORDING TO THE SURVEY OF COMMERCIAL COURT, AS RECORDED IN MAP BOOK 26, PAGE 117, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
11/06/2020 11:33:59 AM
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20201106000507590

Allie S. Bayl