

PREPARED BY:

**EQUIPMENTSHARE.COM INC
5710 BULL RUN DR
COLUMBIA, MO 65201**

WHEN RECORDED MAIL TO:

**FIDELITY NATIONAL TITLE CO – NCS DIV
ONE EAST WASHINGTON STREET, SUITE 450
PHOENIX, AZ 85004
ATTN: KELLI VOS
(602) 343-7572**

TITLE NO.: 249786

ESCROW NO.: Z2347528-KJV

MASTER NO.: Z2347527

**DO NOT REMOVE THIS COVER SHEET. IT IS NOW PART OF THE RECORDED
DOCUMENT.**

DOCUMENT TO BE RECORDED:

MEMORANDUM OF LEASE AGREEMENT

PREPARED BY AND RETURN TO:

EquipmentShare.com Inc
5710 Bull Run Drive
Columbia, Missouri 65201
Attn: Legal Department
legal.general@equipmentsshare.com

MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM OF LEASE AGREEMENT (this “**Memorandum**”) is made effective as of this 30th day of June, 2023, by and between CADET 23 LLC, a Delaware limited liability company (“**Lessor**”, known for recording purposes as “Grantor”), and EQUIPMENTSHARE.COM INC, a Delaware corporation (“**Lessee**” known for recording purposes as “Grantee”).

1. Memorandum of Lease of Premises. This Memorandum is recorded in connection with, and as evidence of, that certain Master Lease Agreement (the “**Lease**”) dated as of June 30th, 2023, as may be amended from time to time, by and between Lessor and Lessee for that certain property more specifically described on Exhibit A attached hereto and made a part hereof (the “**Premises**”). The Lease is incorporated by reference into this Memorandum. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Lease.

2. Lease Term and Certain Other Provisions. The initial Term of the Lease commenced on June 30th, 2023, and expires on June 30th, 2038. Lessee has two (2) options to extend the initial Term of the Lease pursuant to the applicable provisions thereof for an additional term of five (5) years each.

3. Right of First Refusal. Pursuant to the terms and conditions of Section 3.06 of the Lease, Lessee has a right of first refusal to purchase the Premises.

4. Purpose of Memorandum; Conflicting Provisions. The purpose of this Memorandum is to make the Lease a matter of public record. If a provision of this Memorandum conflicts with a provision in the Lease, the provision in the Lease will control.

5. Counterparts. This Memorandum may be executed in multiple counterparts, each of which shall be deemed an original instrument, and all of which, taken together, shall constitute one and the same instrument. The signature of a party hereto to any counterpart hereof shall be deemed a signature to, and may be appended to, any other counterpart hereof.

[Signature Pages Follow]

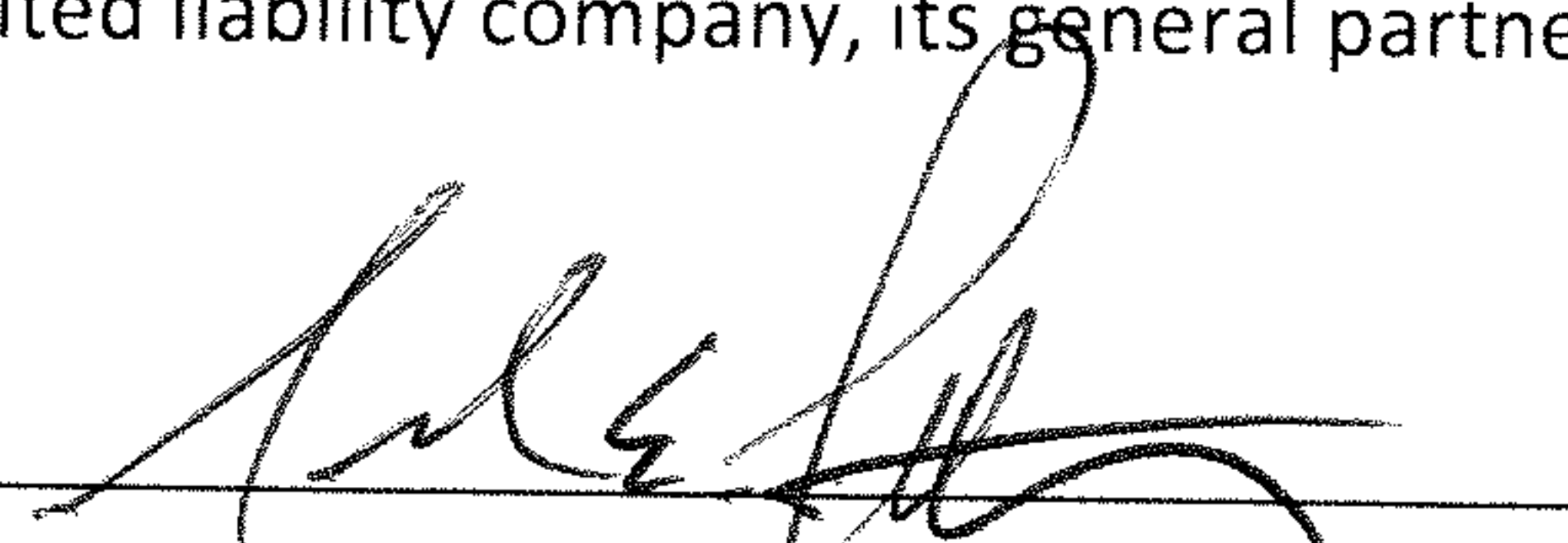
IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Memorandum of Lease Agreement as of the day and year first above written.

Lessor:

CADET 23 LLC

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: Mark E. Patten

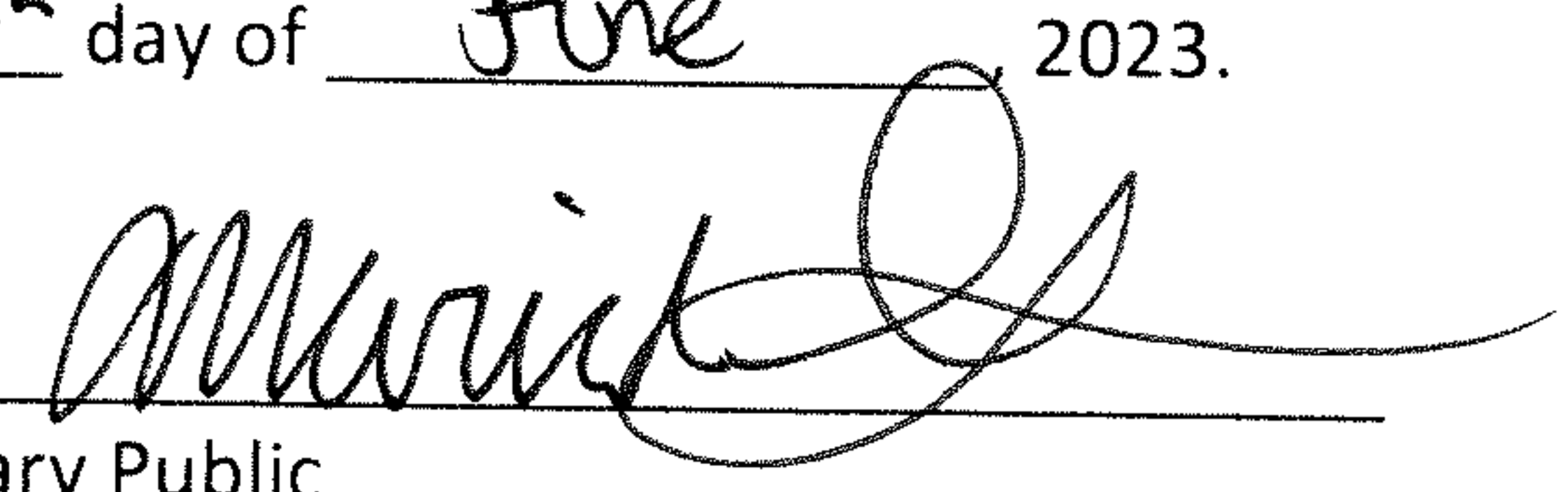
Title: CFO & EVP

STATE OF NEW Jersey)

COUNTY OF More)

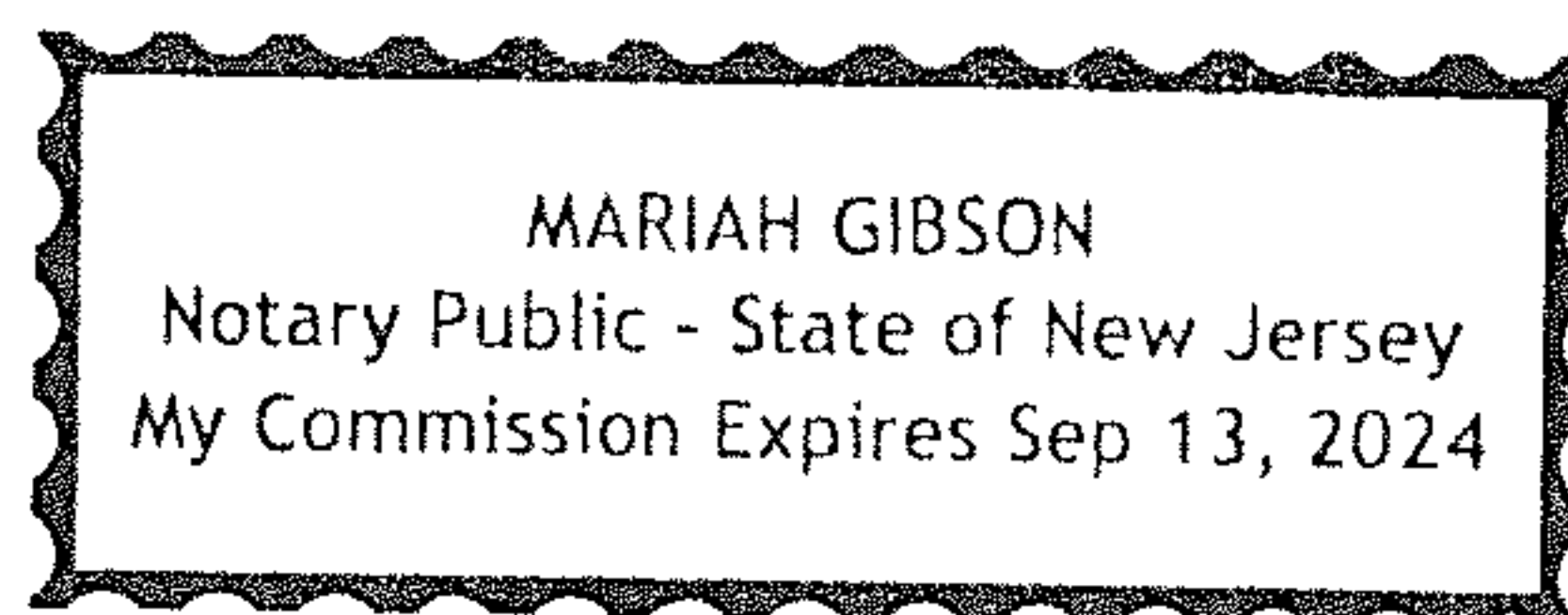
I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that MARK E. PATTEN, whose name as CFO & EVP of Cadet 23 LLC, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such CFO & EVP and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal, this 26th day of June, 2023.


Notary Public

[Notary Seal]

My commission expires: 9/13/2024



Lessee:

EQUIPMENTSHARE.COM INC, a Delaware corporation

By: _____

Name: JABBOK SCHLACKS

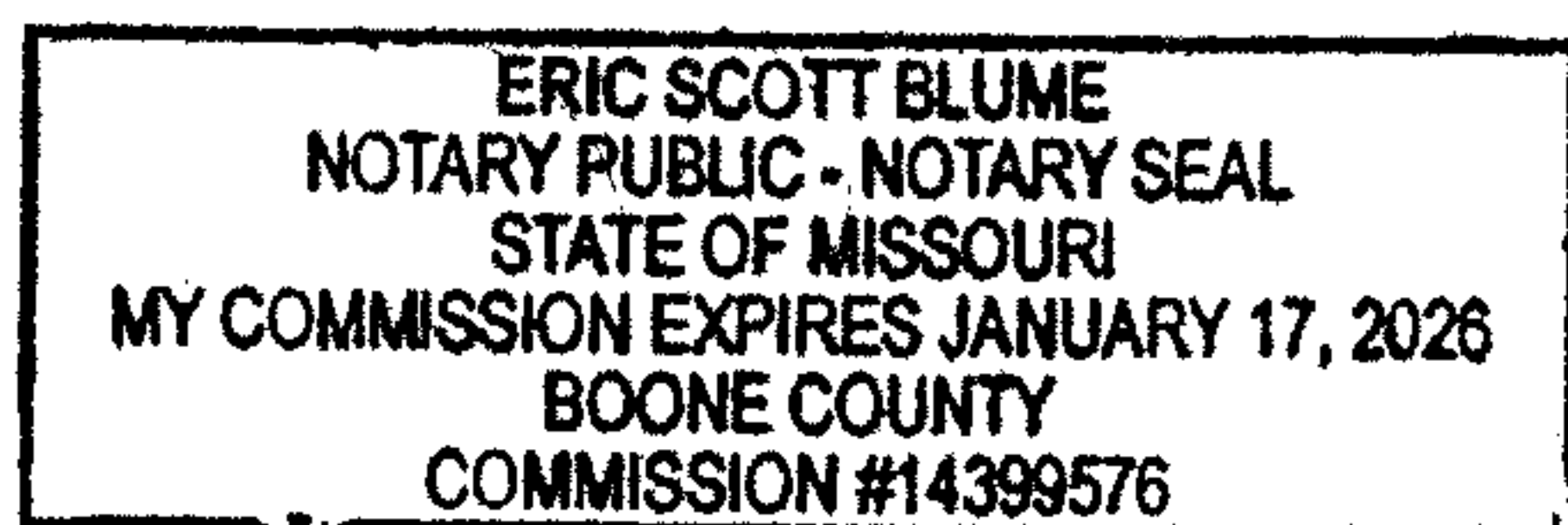
Title: CEO

STATE OF MISSOURI)

COUNTY OF BOONE)

On this 6 day of JUNE, 2023, before me personally appeared Jabbok Schlacks, to me personally known, who, being by me duly sworn did say that he or she is the Chief Executive Officer of EQUIPMENTSHARE.COM INC, a Delaware corporation, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument on behalf of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.





Notary Public

[Notary Seal]

My commission expires: 1/17/2026

EXHIBIT A
Legal Description of Premises

1995 & 2039 Fulton Springs Road, Alabaster, AL 35007

Parcel I

Commence at the Southeast corner of Section 12, Township 21 South, Range 3 West; thence run West along the South line of said Section a distance of 1048.89 feet to the Northeast right of way line of Interstate Highway 1-65; thence turn an angle of 55 degrees 31 minutes to the right and run along said Highway right of way a distance of 237.87 feet; thence turn an angle of 1 degree 08 minutes 06 seconds to the right and run along said right of way line a distance of 210.20 feet; thence turn an angle of 2 degrees 27 minutes 52 seconds to the right and run along a chord of a right of way curve a chord distance of 436.46 feet to a point on the right of way line of Interstate Highway 1-65, and the point of beginning; thence turn an angle of 2 degrees 46 minutes 34 seconds to the right to the chord of a right of way curve and run along said right of way curve, (whose delta angle is 3 degrees 05 minutes 15 seconds to the right, tangent distance is 304.82 feet, radius is 11,311.04 feet, chord distance of 609.42 feet, length of arc is 609.50 feet), to a point on the North line of the South 1/2 of the Southeast 1/4 of Section 12; thence continue along said right of way a distance of 194.83 feet to the Southeast right of way line of the L & N Railroad; thence turn to the right and run along said L & N Railroad right of way a distance of 417.32 feet to a point on the South line of the Northwest 1/4 of the Southeast 1/4 of Section 12; thence continue along said right of way a distance of 188.08 feet to the P.C. of a right of way curve; thence continue in the same direction along said right of way curve, (whose delta angle is 14 degrees 44 minutes 28 seconds to the left, radius is 2826.30 feet, length of arc is 727.15 feet), to the North right of way line of a paved county highway; thence turn an angle of 85 degrees 59 minutes to the right from the chord of said curve, and run along said County Highway right of way a distance of 210.00 feet; thence turn an angle of 87 degrees 11 minutes 43 seconds to the right and run a distance of 110.16 feet; thence turn an angle of 1 degree 28 minutes 43 seconds to the right and run a distance of 187.78 feet; thence turn an angle of 17 degrees 09 minutes 34 seconds to the left and run a distance of 512.38 feet to the point of beginning, situated in the South 1/4 of the Southeast 1/4 of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama.

Parcel II

Commence at the Southeast corner of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama; thence run West along the South line of said Section 12 a distance of 1048.89 feet to the Northeasterly right of way of Interstate Highway #65; thence turn right 55 degrees 31 minutes 00 seconds and run along said right of way a distance of 237.87 feet; thence turn right 01 degree 08 minutes 06 seconds and run along said right of way a distance of 210.0 feet to the point of beginning; thence turn right 02 degrees 27 minutes 52 seconds to the chord of its curve, whose delta angle is 02 degrees 27 minutes 52 seconds to the right, radius 11,311.04 feet, tangent 243.28 for a chord 486.46 feet, and run along said curve a distance of 486.50 feet; thence turn right 112 degrees 34 minutes 54 seconds from chord of said curve a distance of 512.38 feet; thence turn right 17 degrees 09 minutes 52 seconds a distance of 187.78 feet; thence turn right 92 degrees 47 minutes 00 seconds a distance of 60.07 feet; thence turn right 87 degrees 13 minutes 00 seconds a distance of 206.78 feet; thence turn left 58 degrees 47 minutes 24 seconds a distance of 236.82 feet; thence turn left 73 degrees 28 minutes 36 seconds a distance of 150.0 feet; thence turn right 84 degrees 11 minutes 00 seconds a distance of 210.0 feet to the point of beginning.

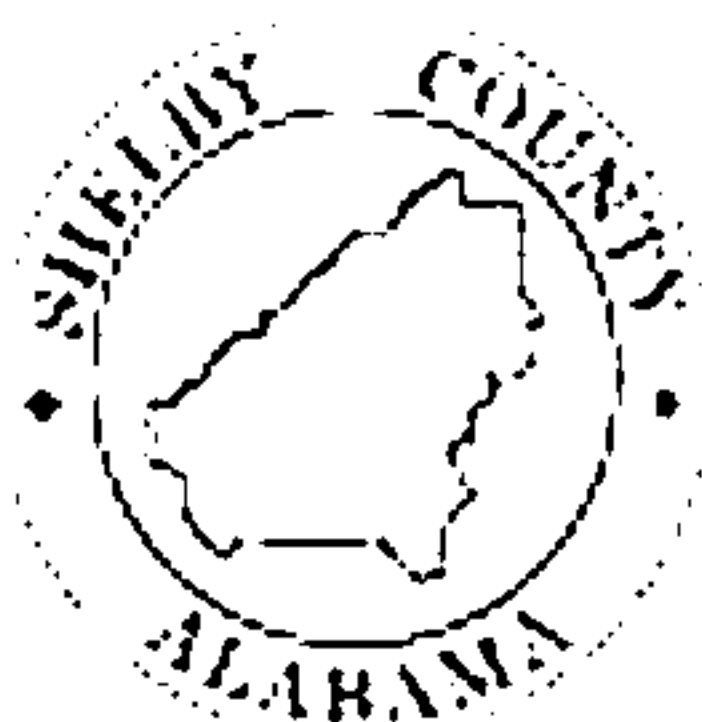
Parcel III

All that certain lot or parcel of land situated in the County of Shelby, State of Alabama, and being more particularly described as follows:

Commence at the Southeast corner of Section 12, Township 21 South, Range 3 West; thence run West along the South line of said Section S 89°05'00" W 840.2 feet to a point; thence run N 25°25'00" W 343.79 feet to a point in Fulton Springs Road; thence run on a chord line N 31°44'11" E 358.12' feet to a point in said road; thence leaving said Road run N 74°05'47" W 40.0' to a point on the West right of way margin of said Road; thence leaving said right of way margin run N 74°05'47" W 73.75 feet to a point; thence run N 8°51'39" E 141.04 feet to a point; thence run S 82°53'52" E 6.25 feet to a point, the point of beginning for the property herein described; thence run N 9°55'47" E 60.07 feet to a point; thence run S 84°22'35" E 79.27 feet to a point on the West right of way margin of Fulton Springs Road; thence run along said right of way margin S 9°16'36" W 62.09 feet to a point; thence run N 82°53'52" W 79.84 feet back to the point of beginning.

Parcels I, II and III also described as:

Commencing at a calculated point at the Southeast corner of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama, thence North 74°20'01" West, a distance of 1363.07 feet to a set 1/2" rebar by Precision Surveying (CA788) in the curved Eastern right of way of Interstate 65, said point being the Southwest corner and the point of beginning of the parcel described herein: from this POINT OF BEGINNING, thence along the eastern right of way of Interstate 65 along a curve concave to the northeast having a radius of 11310.00 feet and being subtended by a chord which bears North 28°10'14" West 1338.83 feet, for an arc distance of 1339.62 feet to a set 1/2" rebar (CA788) at the intersection of the Eastern right of way of Interstate 65 and the Western right of way of the CSX (formerly L and N) Railway right of ways; thence leaving the eastern right of way of Interstate 65 and following the Western right of way of the CSX Railway South 61°24'32" East, a distance of 605.41 feet to a set 1/2" rebar (CA788); thence along a right of way change of the CSX Railway North 27°35'54" East, a distance of 20.28 feet to a set 1/2" rebar (CA788); thence along the western right of way of said Railway along a curve concave to the north having a radius of 2018.66 feet and being subtended by a chord which bears South 72°23'13" East 700.04 feet for an arc distance of 703.59 feet to a set 1/2" rebar (CA788) at the intersection of the Western right of way of the CSX Railway and the North right of way of Fulton Springs Road; thence leaving the CSX Railway right of way and follow the North right of way of Fulton Springs Road South 08°34'56" West, a distance of 214.90 feet to a set 1/2" rebar (CA788); thence continue along Fulton Springs Road along a curve tangent to said line for an arc distance of 87.37 feet along the curve concave to the west, having a radius of 945.75 feet and a chord of South 11°13'44" West, 87.34 feet to a set 1/2" rebar (CA788); thence leaving Fulton Springs Road right of way North 81°21'10" West, a distance of 295.55 feet to a found 1/2" rebar by Young and Hobbs and Associates, Kenneth bau PLS #26520 (Y & F); thence South 39°51'26" West, a distance of 236.92 feet to a found 1/2" rebar (Y & H); thence South 33°39'19" East, a distance of 148.97 feet; thence South 50°23'04" West, a distance of 214.97 feet to the point of beginning.



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 07/11/2023 11:19:48 AM
 \$4106.00 JOANN
 20230711000206010

Allen S. Bayl