

CYNTHIA B FORTE  
BERKELEY COUNTY  
REGISTER OF DEEDS

Po Box 6122 ~ Moncks Corner, SC 29461 (843) 719-4084

\*\*\* THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE \*\*\*

\*\*\* ELECTRONICALLY RECORDED DOCUMENT \*\*\*

Instrument #:	2021006852	
Receipt Number:	199920	Return To:
Recorded As:	EREC-LEASE	
Recorded On:	February 12, 2021	
Recorded At:	01:26:58 PM	Received From: SIMPLIFILE
Recorded By:	SAMANTHA EVANS	Parties:
Book/Page:	RB 3689: 204 - 210	Direct- SRE TKC CHARLESTON IV LLC
Total Pages:	7	Indirect- THORNE RESEARCH INC

\*\*\* EXAMINED AND CHARGED AS FOLLOWS \*\*\*

Recording Fee: \$25.00  
Tax Charge: \$0.00



*Cynthia B. Forte*  
Cynthia B Forte - Register of Deeds

Prepared by and return after recording to:

Moore & Van Allen PLLC (RIS)  
100 North Tryon Street, Floor 47  
Charlotte, North Carolina 28202

### **MEMORANDUM OF LEASE**

**THIS MEMORANDUM OF LEASE** is made as of the 10th day of February, 2021, by and between **SRE TKC CHARLESTON IV, LLC**, a Delaware limited liability company (the “Landlord”), and **THORNE RESEARCH, INC.**, a South Carolina corporation (the “Tenant”).

### **W I T N E S S E T H:**

**WHEREAS**, Landlord is the owner of land located in Berkeley County, South Carolina more fully described on Exhibit A attached hereto and made a part hereof (the “Land”) and improvements located thereon, including that certain 136,500 rentable square foot building (the “Building”); and

**WHEREAS**, Landlord and Tenant have entered into that certain Lease Agreement (the “Lease”) dated as of January 26<sup>th</sup>, 2021 for the lease of 115,500 rentable square feet of space within the Building (the “Demised Premises”), as shown on Exhibit A-1 attached hereto and made a part hereof, on terms more fully set forth therein; and

**WHEREAS**, the parties hereto desire to execute and record a Memorandum of the Lease.

**NOW, THEREFORE**, the parties hereto, intending to be legally bound hereby, hereby agree as follows:

1. Demised Premises. Landlord has and does lease, let and demise to Tenant and Tenant has and does lease of and from Landlord, by virtue of the Lease, the Demised Premises located within the Building, which is located on the Land.

2. Tenant. The name of Tenant is Thorne Research, Inc., a South Carolina corporation.

3. Landlord. The name of Landlord is SRE TKC Charleston IV, LLC, a Delaware limited liability company.

4. Addresses. Tenant's address is Thorne Research, Inc., 620 Omni Industrial Boulevard, Summerville, SC 29486, Attention: Kim Pearson and Tom McKenna, with a copy to: Womble Bond Dickinson (US) LLP, 5 Exchange Street, Charleston, SC 29401, Attn: Stephanie Few. Landlord's address is SRE TKC Charleston IV, LLC, c/o The Keith Corporation, 4500 Cameron Valley Parkway, Suite 400, Charlotte, NC 28211, Attention: Ken Beuley and Greg Keith, with a copy to: Moore & Van Allen PLLC, 100 North Tryon Street, Suite 4700, Charlotte, NC 28202, Attention: Jeffrey W. Glenney, Esq. and Richard I. Simons, Esq.

5. Date of Lease. The Lease is dated as of January 26, 2021.

6. Term. The term of the Lease shall be for a maximum of 11 years and 3 months (including renewal options), subject to prior termination provisions which are set forth in the unrecorded Lease, commencing on the Commencement Date (as defined in the Lease), as may be extended by Force Majeure (as defined in the Lease) or certain delays in construction caused by Tenant.

7. Incorporation by Reference. All provisions of the unrecorded Lease are hereby incorporated by reference, and this Memorandum is subject to all other provisions set forth in the Lease. This Memorandum is not a complete summary of the Lease, and the provisions contained herein will not be construed to interpret the terms thereof. In the event of a conflict between this Memorandum and the unrecorded Lease, the Lease will control. Upon the expiration or earlier termination of the Lease, this Memorandum will automatically terminate. Notwithstanding the foregoing, upon Landlord's request after the expiration or earlier termination of the Lease, Tenant shall execute and deliver a Termination of this Memorandum, which Landlord may record in the Berkeley County, South Carolina Office of the Register of Deeds.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Memorandum to be executed as of the 10th day of February, 2021.

**LANDLORD:**

**SRE TKC CHARLESTON IV, LLC**  
a Delaware limited liability company

By: [Signature] (SEAL)  
Name: Kenneth R. Beuley  
Title: Manager

[Signature]  
Witness # 1

[Signature]  
Witness # 2

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Jennifer D Deming, a Notary Public for said County and State, do hereby certify that Kenneth R. Beuley, Manager of SRE TKC Charleston IV, LLC, a Delaware limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of said limited liability company.

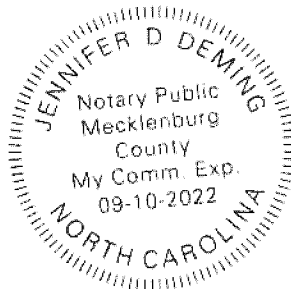
Witness my hand and official stamp or seal, this 3 day of February, 2021.

[Signature]  
Notary Public

My Commission Expires:

09-10-2022

[NOTARIAL SEAL]



[ADDITIONAL SIGNATURE PAGE FOLLOWS]

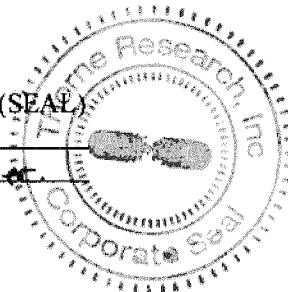
**TENANT:**

**THORNE RESEARCH, INC.,**  
a South Carolina corporation

By: [Signature] (SEAL)

Name: Thomas McKenna

Title: Chief Operating Officer



[Signature]  
Witness # 1

[Signature]  
Witness # 2

STATE OF South Carolina

COUNTY OF Berkeley

I, Patricia Williamson, a Notary Public for said County and State, do hereby certify that Thomas McKenna COO, of Thorne Research, Inc., a South Carolina corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of said corporation.

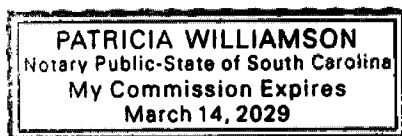
Witness my hand and official stamp or seal, this 10 day of February, 2021.

[Signature]  
Notary Public

My Commission Expires:

3/14/2029

[NOTARIAL SEAL]



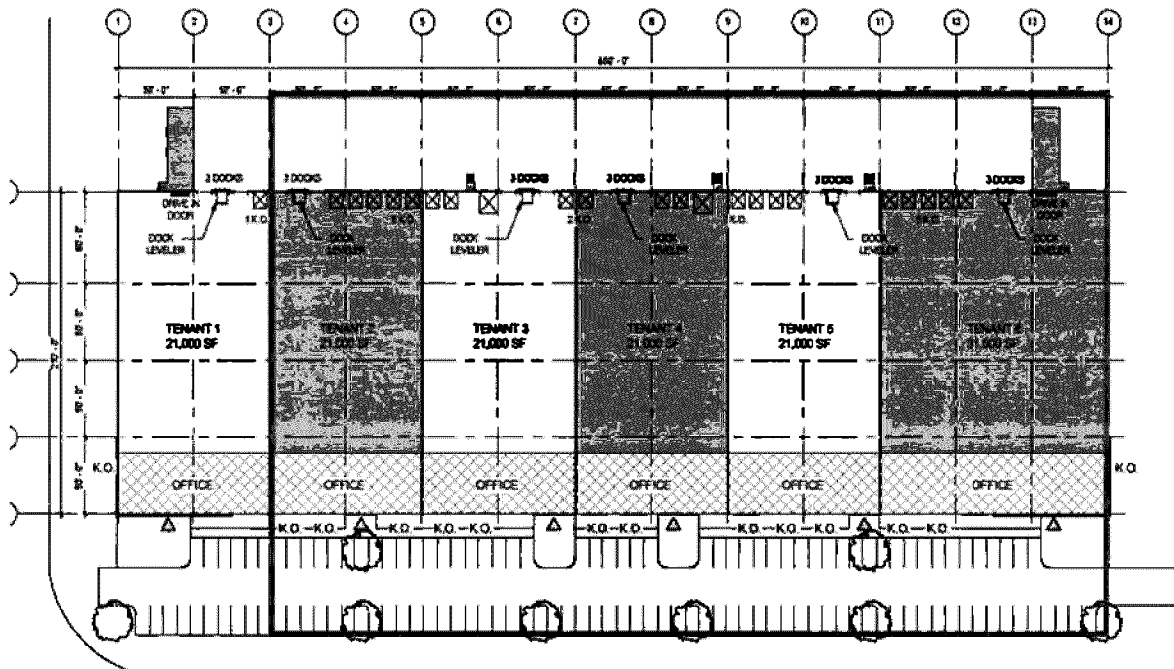
**EXHIBIT A TO MEMORANDUM OF LEASE****Description of Land**

TMS Number 220-00-02-142.

ALL that certain lot or parcel of land, situate, lying and being in Berkeley County, South Carolina, and shown as Tract 5A on that certain Plat entitled "Corrective Plat of the Subdivision of Tract 5 Charleston Trade Center Containing 36.91 Ac. To Create Tract 5A (12.89 Ac.) and Tract 5B (24.02 Ac.)", which Plat is recorded in Plat CABT, Page 20a, in the Office of the Register of Deeds for Berkeley County, to which reference is hereby craved for a more complete description.

Derivation: Deed from SRE TKC Charleston Land, LLC, a Delaware limited liability company, to SRE TKC Charleston IV, LLC, a Delaware limited liability company, dated January 25, 2020, effective as of November 30, 2020, and recorded in Book 2938, Page 264.

Prior Deed: Being a portion of the same property conveyed to SRE TKC CHARLESTON LAND, LLC by Deed from (i) HLIT IV SC-1, L.P., a Delaware limited partnership, dated January 27, 2016 and recorded January 28, 2016 in Book 2100 at Page 165 in the ROD Office for Berkeley County and (ii) HLIT IV SC-2, L.P., a Delaware limited partnership, dated January 27, 2016 and recorded January 28, 2016 in Book 2100 at Page 177 in the ROD Office for Berkeley County.

**EXHIBIT A-1 TO MEMORANDUM OF LEASE**

**[Demised Premises outlined in red (above)]**