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Prepared by:

Carl E. Chamblee, Jr., Esq.
CHAMBLEE & MALONE, LLC
5582 APPLE PARK DRIVE
BIRMINGHAM, AL 35235

STATE OF ALABAMA)
SHELBY COUNTY)

GROUND LEASE

This LEASE AGREEMENT ("Lease") is made and entered into this 15th day of JUNE, 2022, by and between M & M PARTNERSHIP, LLP, an Alabama Limited Partnership ("Lessor"), of 3637 Altadena Drive, Birmingham, Alabama 35243, and INA, LLC, an Alabama Limited Liability Company ("Lessee"), of 6246 Black Creek Loop N. Hoover AL 35244. Lessor's address for all purposes of notice, payment of rent, or any other purposes hereunder shall be 3637 Altadena Drive, Birmingham, Alabama 35243.

ARTICLE 1 PREMISES

For and in consideration of the rental to be paid by Lessee and the covenants to be performed by Lessee hereunder, Lessor does hereby lease, demise and let to Lessee, for the location of a gasoline station and/or convenience store thereon and no other purpose, the vacant land located at 3560 Ruffin Road, Helena, Alabama 35080 as described as follows:

Shelby County, AL 07/27/2022
State of Alabama
Deed Tax: \$826.50

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07/27/2022 01:02:53 PM FILED/CERT

**Lot 296, according to the Final Record Plat of Creekside, Phase 2, Page B,
as recorded in Map Book 39, Pages 58A & 58B, in the Office of the Judge
of Probate of Shelby County, Alabama.**

together with all rights and appurtenances pertaining thereto, upon the following terms
and conditions.

ARTICLE 2

TERM

The term of this Lease shall be for a period of thirty (30) years, beginning on the
1st day of November, 2021, and ending on the 31st day of October, 2051, and shall
continue month to month thereafter until terminated by either party providing the other
party with thirty (30) day notice. Lessor shall not be liable for any loss or damage
suffered by its inability to deliver possession of the said property at the beginning of the
Lease term.

ARTICLE 3

DEFAULT

In the event Lessee fails to pay any one or more of said installments of rent or any
other amount owing or accruing hereunder, if and when due, or breaches any of the other
terms and conditions hereof, then in any one of such events, the Lessor may terminate
this Lease and said termination shall be effective on twenty-four hours' written notice to
Lessee of termination of this Lease, and Lessor may re-enter, take possession and re-let
or sale said premises.

ARTICLE 4

INSURANCE

Lessee agrees to procure and obtain, at Lessee's own cost and expense, from any
insurance company satisfactory to Lessor, a policy of insurance including liability and
property damage insurance with combined single occurrence limits of liability in an

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PAGE NO. 2



20220727000294330 3/16 \$893.50
Shelby Cnty Judge of Probate, AL
07/27/2022 01:02:53 PM FILED/CERT

amount not less than \$3,000,000.00 or a sum that will adequately replace the building and contents. Lessee agrees to keep the building and its contents adequately insured. Lessee further agrees to maintain at all times insurance with regards to the distribution of alcoholic beverages.

ARTICLE 5 **USE**

The purpose of this Lease is for use by Lessee only as a gasoline station and/or convenience store and for no other different objectives or purposes, and subject to all applicable rules, laws, or ordinances and regulations lawfully appertaining to the leased premises.

ARTICLE 6 **RENTAL**

Beginning June 1, 2022, the Lessee shall pay to Lessor, at the place designated by Lessor, monthly rent of \$5,000.00 Dollars per month, payable monthly, in advance, on the first day of each month. Annual rent is \$60,000.00. Said rental payment shall be considered late for the purpose of this Article if not paid by the 5th day of the month, and it is agreed by Lessor and Lessee that there shall be a late charge of Two Hundred Fifty and no/100 (\$250.00) Dollars after the fifth day of the month.

As additional rent, the Lessee shall pay and be solely responsible for the ad valorem and personal property taxes due each and every year on the Premises. Upon receipt of the tax notice(s), Lessor shall deliver the notice to Lessee, who shall promptly pay Lessor the taxes due, and Lessor shall pay the due taxes from monies paid by Lessee to Lessor.

ARTICLE 7 **ENTRY FOR INSPECTION, REPAIRS, ETC.**

Lessee hereby grants to Lessor the right to enter said premises at all reasonable times to examine the condition of said premises, provided that such right shall not be

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Shelby Cnty Judge of Probate, AL
07/27/2022 01:02:53 PM FILED/CERT

exercised in such a manner as to interfere unreasonably with the use, occupancy and control of the premises to Lessee. Should Lessee fail to maintain such premises in good order and repair and in a reasonable neat and clean condition then Lessor shall order repairs as in its sole judgment seems proper and charge the cost of same to Lessee.

ARTICLE 8
REMOVAL OF PROPERTY OF LESSEE
FROM PREMISES OF LESSOR

Upon expiration or termination of this Lease, Lessee shall, at Lessee's expense, vacate the leased premises in good order and repair. If the leased property is not surrendered at such time, the Lessee shall pay to the Lessor, as liquidated damages for the entire time such possession is withheld, a sum equal to the monthly rental provided for hereunder for each month, or part thereof, Lessee remains in possession. Should the Lessor incur any expense in removing Lessee or any person holding by, through or under the Lessee who has failed to surrender the leased premises, the Lessee shall reimburse the Lessor an additional sum for the costs and expenses, including attorney fees, court costs, and litigation expenses for removing said Lessee or any other person holding by, through or under Lessee. It is understood and agreed that Lessor will suffer irreparable injury in the event of any violation of this Article and that the Lessor shall be entitled to a mandatory injunction (including a temporary injunction) to enforce same.

Any fixtures or personal property, belonging to Lessee or to any person holding by, through or under the Lessee, if not removed within ten (10) days from the date of termination, and if Lessor shall so elect, shall be deemed abandoned and become the property of Lessor without any payment offset. Should Lessor not so elect, then Lessor may remove such fixtures or property from the Leased premises and store them at the Lessee's risk and expense. The Lessee shall repair and restore and save the Lessor harmless from all damages to the Leased premises caused by such removal, whether by Lessee or Lessor.

The Lessor shall have the same rights to enforce the covenants provided in the Article by ejectment and for damages or by unlawful detainer and for damages or as otherwise provided by law as for breach of any other condition or covenant of this Lease.

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ARTICLE 9
COMPLIANCE WITH LAW

Lessee, at the sole expense of Lessee, shall comply with all laws, rules, ordinances, orders and regulations of federal, state and municipal authorities, and with the instructions or directions of any public officer, acting pursuant to law, which shall impose any duty upon the Lessor or the Lessee with respect to the leased premises.

ARTICLE 10
ASSIGNMENT

The Lessee shall not assign, sublet, mortgage or encumber the Lease, nor subject or permit the leased premises or any part thereof to be used by others without prior written consent of the Lessor in each instance which consent from the Lessor may be withheld for any reason or for no reason. If this Lease is assigned, or if the leased premises or any part thereof is sublet with or without the consent of the Lessor or occupied by any person other than the Lessee, the Lessee shall have all remedies against such assignee or sublessee as exist against Lessee, and Lessee shall remain liable in all respects hereunder. No such assignment, subletting, occupancy, or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, sublessee, or occupant as Lessee, or a release of the Lessee from further performance by the Lessee of the covenants in this Lease. The consent by the Lessor to an assignment or subletting, shall not be construed to relieve the Lessee from obtaining the consent, in writing, of the Lessor to any further assignment or subletting.

ARTICLE 11
UTILITY BILL

All utility bills received by Lessee from any public utility for service furnished to the leased premises shall be paid promptly by the Lessee and Lessee shall not suffer or permit any interruption of service.

ARTICLE 12
NOTICE

Lessee agrees that any written notice that may be required by law or the terms of

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Shelby Cnty Judge of Probate, AL
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this Lease, addressed to him/her in care of the premises herein leased or left on leased premises shall be legal notice, the same as if personally served upon Lessee, and such notice shall be deemed effective from the date said mail is deposited for delivery with the United States Post Office or, at the option of the Lessor, the date the same is delivered to the leased premises.

ARTICLE 13

INDEMNIFICATION FOR GENERAL LIABILITIES

Lessee shall indemnify the Lessor against all liabilities, expenses and losses incurred by the Lessor, whether Lessor is negligent or not, as a result of (a) failure by the Lessee to perform any covenant required to be performed by the Lessee hereunder; (b) any accident or injury, including death, or damage which shall happen in, or about the leased property or appurtenances; (c) failure to comply with any requirements of any governmental authority; and (d) any mechanic's lien, security agreement, conditional bill of sale or chattel mortgage filed against the leased property, any equipment thereon, or any materials used in construction or alteration of any building, mobile home or other improvement thereon.

ARTICLE 14

RELEASE

Lessee releases Lessor, its representatives, agents, servants and employees from liability for any injury or damage to the person (including death) or property of Lessee, or the servants, guests or employees of Lessee resulting from any cause whatsoever.

Without limiting the foregoing in any way, Lessee agrees that Lessor shall not be responsible or liable, under any circumstances, to Lessee or to the invitees, guests, servants, or employees of Lessee, for any loss, injury or damage to person (including death), or property caused by, occasioned by or resulting from: (a) the acts or omissions of other persons; (b) the bursting, stoppage, breakage or leakage of water, gas, sewer, power lines or pipes; (c) falling, swaying or leaning trees, limbs or timber, regardless of whether or not said falling trees, tree limbs or timber was occasioned by storm, lightning,

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wind or any other cause whatsoever, and Lessee does hereby affirmatively state that it has examined the real estate made the subject of this Lease and agrees to accept same in the condition it was in at the start of this lease.

ARTICLE 15 REMEDIES

In the event Lessee breaches its obligations under this Lease or if this Lease shall be terminated as hereinbefore provided, or by summary proceedings or otherwise, or in the event that the premises, or part thereof, shall be abandoned by the Lessee, the Lessor or its agents, servants or representatives, may immediately, or at any time thereafter, re-enter and resume possession of the premises or any part thereof, and remove all persons and property therefrom, either by summary dispossession proceedings or by a suitable action or proceeding by law, or by force or otherwise, without being liable for any damages therefore. No re-entry by the Lessor shall be deemed an acceptance of a surrender of this Lease or a liquidation or satisfaction to any extent whatsoever of Lessee's ability to pay rent and additional rent as herein provided. Lessee shall be liable for any and all reasonable attorney's fees, court costs, and litigation expenses incurred as a result of Lessee's breach of this Lease or if Lessor is required to bring an action or employ the services of an attorney to enforce Lessee's obligations under this Lease.

ARTICLE 16 WAIVER

It is mutually agreed by and between Lessor and Lessee that the respective parties hereto shall and they do hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Lessor and Lessee, Lessee's use or occupancy of said premises, or any claim of injury or damage, and any emergency situation or any other statutory remedy.

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ARTICLE 17
FAILURE TO ENFORCE

The failure of the Lessor to enforce any term, covenant, condition or agreement hereof by reason of its breach by the Lessee after notice had, shall not be deemed to avoid or affect the right of the Lessor to enforce the same, term, covenant, condition or agreement on the occasion of a subsequent default or breach.

ARTICLE 18
LESSOR'S LIEN FOR RENT

The Lessor shall have the first lien, paramount to all others on every right and interest of the Lessee in and to this Lease on any building, buildings or improvements placed on or used in connection with lease premises, and on any furnishings and equipment, fixtures or personal property of any kind, or the equity of the Lessee therein; which lien is granted for the purpose of securing the payment of rents, taxes, assessments, charges, liens, penalties and damages herein covenanted to be paid by the Lessee, and for the purpose of securing the performance of all and singular the covenants, conditions and obligations of this Lease to be performed and observed by the Lessee, subject only to any mortgages joined in by the Lessor pursuant to the terms thereof. Such lien shall be in addition to all rights of a Lessor given under and pursuant to the Laws of the State of Alabama, which are now, or might hereafter be in effect.

ARTICLE 19
MISCELANEOUS

Lessee shall promptly pay any and all ad valorem taxes on its personal property located on the premises, shall at all times comply with Federal, State, and local regulations regarding petroleum product distributions. Lessee shall promptly maintain liquor licenses issued by local and State governmental agencies. Lessee shall pay and keep current any and all business licenses.

IN WITNESS WHEREOF, the parties hereto have executed this Ground Lease on the day and year written above.

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M & M PARTNERSHIP, LLP

BY: 
MANJEET SINGH, MANAGING PARTNER
LESSOR

INA, LLC

BY: 
AMINDER GILL, MEMBER
LESSEE

INA, LLC

BY: 
ANUP GILL, MEMBER
LESSEE

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GUARANTY

THIS GUARANTY (herein called "Guaranty") dated as of JUNE 21, 2022, AMINDER GILL, ("Guarantor") having an address at 6246 Black Creek loop N. Hoover AL 35244 and ANUP GILL, ("Guarantor") having an address at 1193 Bristol Way, Birmingham AL 35242.

PRELIMINARY STATEMENT

AMINDER GILL AND ANUP GILL hereinafter collectively called "Guarantor". M & M PARTNERSHIP, LLP, is herein and in the Lease called "Lessor". INA, LLC is herein and in the Lease called "Lessee". Lessor and Lessee are finalizing a lease (herein called "Lease") dated as of JUNE 21, 2022, which demises to Lessee certain premises (herein and in the Lease called "Premises") described in the Lease. Lessee is either wholly owned by Guarantor or Guarantor has a significant interest in the business affairs of Lessee. Lessor is unwilling to enter into the Lease with Lessee unless Guarantor executes and delivers this Guaranty to Lessor. Guarantor has received a copy of the Lease, has examined the Lease, and is familiar with all the terms, covenants, and conditions contained therein. Guarantor hereby covenants, warrants and represents that the making of the Guaranty and the making of the Lease is in furtherance of its business purposes and is to the benefit of Guarantor and, if the Guarantor is a corporation, the execution and delivery of the Guaranty has been duly approved by Guarantor's members.

WITNESSETH:

NOW, THEREFORE, in consideration of the foregoing, Guarantor hereby agrees with Lessor as follows:

1. Guarantor hereby guarantees all of the payments to be made by Lessee under the Lease. All such payments are herein and in the Lease called "Rent", and all other sums, costs, expenses, charges, payments, indemnifications by Lessee to Lessor, and deposits, as well as all sums payable as damages upon a default under the Lease. Guarantor hereby guarantees that each and all of the foregoing will be paid in full when

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Shelby Cnty Judge of Probate, AL
07/27/2022 01:02:53 PM FILED/CERT

due in accordance with the Lease. Furthermore, Guarantor hereby guarantees that, in addition to paying all sums described herein and in the Lease, Lessee will faithfully perform and observe each and every term, covenant, and condition of the Lease to be performed or observed by Lessee.

2. This Guaranty is an unconditional, irrevocable and absolute guaranty of payment and performance. Guarantor's liability shall be primary and not derivative or secondary. If for any reason any provision of the Lease shall not be completely and strictly performed or observed by Lessee as required thereby, or if any item of Rent shall not be paid when due in accordance with the provisions of the Lease, Guarantor agrees to promptly perform or observe, or cause the performance or observance of each such provision, and will immediately pay all such items or Rent to the person entitled thereto pursuant to the provisions of the Lease, in all cases regardless of whether Lessor shall have taken any steps to enforce any rights against Lessee or any other person to compel any such performance or observance or to collect the item(s) of Rent either pursuant to the provisions of the Lease, or at law, or in equity, and regardless of any other condition or contingency. Guarantor also agrees to pay to Lessor the costs and expenses (including reasonable attorneys' fees) incurred by Lessor for collecting or attempting to collect any item(s) of Rent or otherwise enforcing the Lease against Lessee or collecting under or enforcing this Guaranty. Lessor shall have the right to enforce this Guaranty regardless of the receipt by Lessor of a security deposit from Lessee or the enforcement of any remedies against such security or the release of such security.

3. Guarantor's obligations under this Guaranty shall in no way be affected or impaired by reason of the happening at any time of any of the following with respect to either the Lease or the Guaranty, even if such happening occurs without notice to or consent of Guarantor: (a) the waiver by Lessor or its successors or assigns of the performance by Lessee of any provision(s) of the Lease; (b) the extension of the time for payment by Lessee of any item(s) of Rent or of the time for performance by Lessee of any other obligations under the Lease; (c) the assignment, subletting, or mortgaging, or the purported assignment, subletting, or mortgaging, of all or part of Lessee's interest in the Lease or the Premises whether or not permitted by the Lease, or permitted by Lessor; (d) the modification or amendment (whether material or otherwise) of any obligation of Lessee set forth in the Lease; (e) Lessor's taking or failing to take any action(s) referred to in the Lease; (f) the failure, omission, or delay of Lessor to enforce, assert, or exercise any right, power, or remedy conferred on Lessor in the Lease or by law or any action on the

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part of Lessor granting indulgence or extension in any form; (g) the voluntary or involuntary bankruptcy of Lessee or the liquidation, dissolution, sale, or other disposition of all or substantially all the assets, marshalling of assets and liabilities, receivership, insolvency, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of, or the disaffirmance of the Lease in any such proceeding; (h) the release of Lessee from performance of any provision of the Lease by operation of law; (i) the receipt and acceptance by Lessor of notes, checks, or other instruments for the payment of money made by Lessee or others, or any extensions or renewals thereof; or (j) any other cause, whether similar to or dissimilar from any of the foregoing. Furthermore, in the event of rejection or disaffirmance of the Lease by Lessee or Lessee's trustee in bankruptcy pursuant to the United State Bankruptcy Code or any other law affecting creditors' rights, Guarantor will, if Lessor so requests, assume all obligations and liabilities of Lessee under the Lease, to the same extent as if Guarantor had been originally named instead of Lessee as a party to the Lease and there had been no rejection or disaffirmance; and Guarantor will confirm such assumption in writing at the request of Lessor on or after such rejection or disaffirmance. Guarantor, upon such assumption, shall have all rights of Lessee under the Lease (to the extent permitted by law).

4. Guarantor hereby waives notice of: a) the acceptance of this Guaranty; b) notice of any breach or non-performance of the Lease by Lessee, or the failure to satisfy any obligations or liabilities contracted or incurred by Lessee; and, c) notice of execution and delivery of the Lease. Additionally, Guarantor waives all suretyship defenses and consents to the Courts of the State in which the property is located having jurisdiction in which to bring any claim by Lessor.

5. This Guaranty may be enforced and shall be governed by and construed in accordance with the laws of the State in which the property is located.

6. This Guaranty may not and cannot be cancelled, terminated, modified, or amended except by a written agreement executed by Lessor and delivered to Guarantor. Any attempted cancellation, termination, modification, or amendment without such agreement executed and delivered by Lessor shall be void.

7. No waiver by Lessor of the payment by Guarantor of any of its obligations contained in this Guaranty, or any extension of time for the payment by Guarantor of any such obligations, shall affect or impair this Guaranty or constitute a waiver or

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07/27/2022 01:02:53 PM FILED/CERT

relinquishment of any rights of Lessor for the future. No action brought under this Guaranty against Guarantor and no recovery had in pursuance thereof shall be any bar or defense to any further action or recovery which may be brought or had under this Guaranty by reason of any further default(s) of Lessee.

8. All the provisions of this Guaranty shall inure to the benefit of Lessor and its grantees, successors, and assigns, and shall inure to the benefit of any future owner of the fee title of which the Premises are a part and shall inure to the benefit of any lessee to whom the property shall have been leased contemporaneously with a transfer of fee title (a so called "sale and leaseback transaction"); and all the provisions of this Guaranty shall be binding upon Guarantor and its heirs, legal representatives, successors and assigns.

9. This Guaranty shall be in effect with respect to any and all renewals, extensions, or continuations of the Lease whether or not the Lease provides for or permits such renewals, extensions, or continuations, and whenever such renewals, extensions, or continuations shall commence, and whether such renewals, extensions, or continuations shall be pursuant to a renewal, extension, or continuation agreement incorporating all or part(s) of the Lease by reference or shall be pursuant to a new and separate lease agreement. The provisions of this Guaranty shall also apply with respect to such period(s) of time that Lessee holds over, until the Premises has been surrendered in accordance with the provisions of the Lease.

10. As a further inducement to Lessor to make and enter into the Lease and in consideration thereof, Guarantor hereby covenants and agrees that in any action or proceeding brought by Lessor on, under or by virtue of this Guaranty or arising out of the terms, covenants and provisions of this Guaranty or of the Lease, Guarantor shall and hereby does waive trial by jury.

11. Guarantor may be joined in any action against Lessee in connection with the Lease and recovery may be had against Guarantor in such action or in any independent action against Guarantor.

12. If this Guaranty is signed by more than one person or entity as Guarantor, then the persons and/or entities are jointly and severally referred to herein as Guarantor and each such person or entity shall be jointly and severally liable for all of the obligations of Guarantor.

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13. All of Lessor's rights and remedies under the Lease and under this Guaranty shall be distinct, separate and cumulative and no such right or remedy shall be exclusive of, or a waiver of, any of the others.

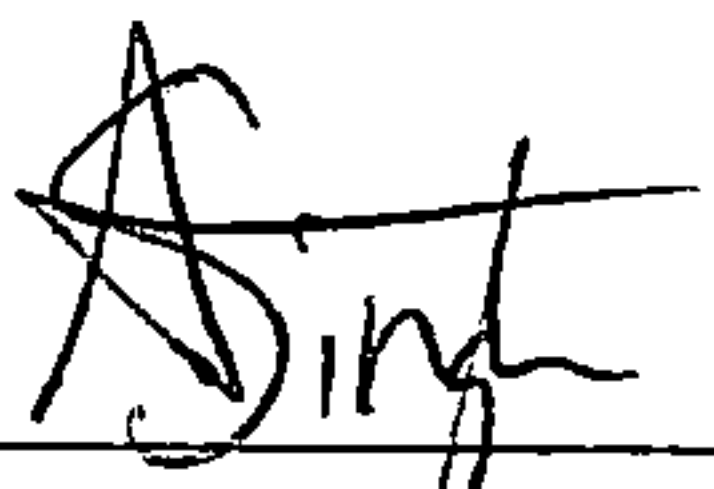
14. Any notice sent by Guarantor to Lessor or by Lessor to Guarantor shall be sufficient if sent by United States Registered or Certified Mail, Return Receipt Requested, or by registered overnight courier (e.g. Federal Express), to the address of such party herein specified or to such other address as such party shall have designated by similar written notice; and such notice shall be deemed to have been given as of the day it was sent as indicated by the postmark on the envelope containing the notice or comparable evidence.

15. This Guaranty, the obligations and liabilities of the Guarantor hereunder, and any payment by Guarantor pursuant hereto, shall be without recourse by the Guarantor against the Lessee whose obligations or liabilities are guaranteed by this Guaranty.

16. Guarantor hereby authorizes Lessor to insert the date of the Lease to which this Guaranty pertains, in the blank in the Preliminary Statement paragraph on page 1 upon the full execution of the Lease.

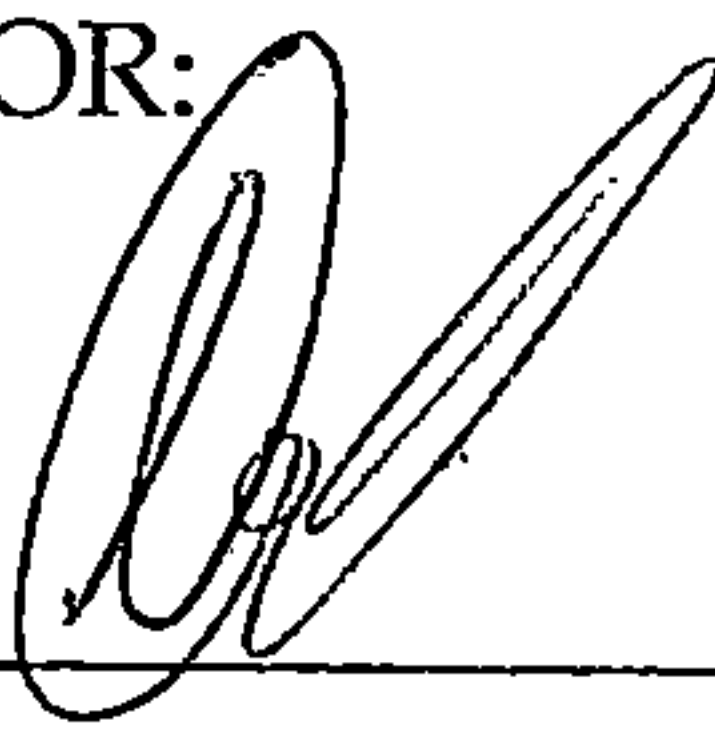
IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be duly executed as of the day and year first above written.

GUARANTOR:



AMINDER GILL
Date: June 1st 2022

GUARANTOR:



ANUP GILL
Date: June 1st 2022

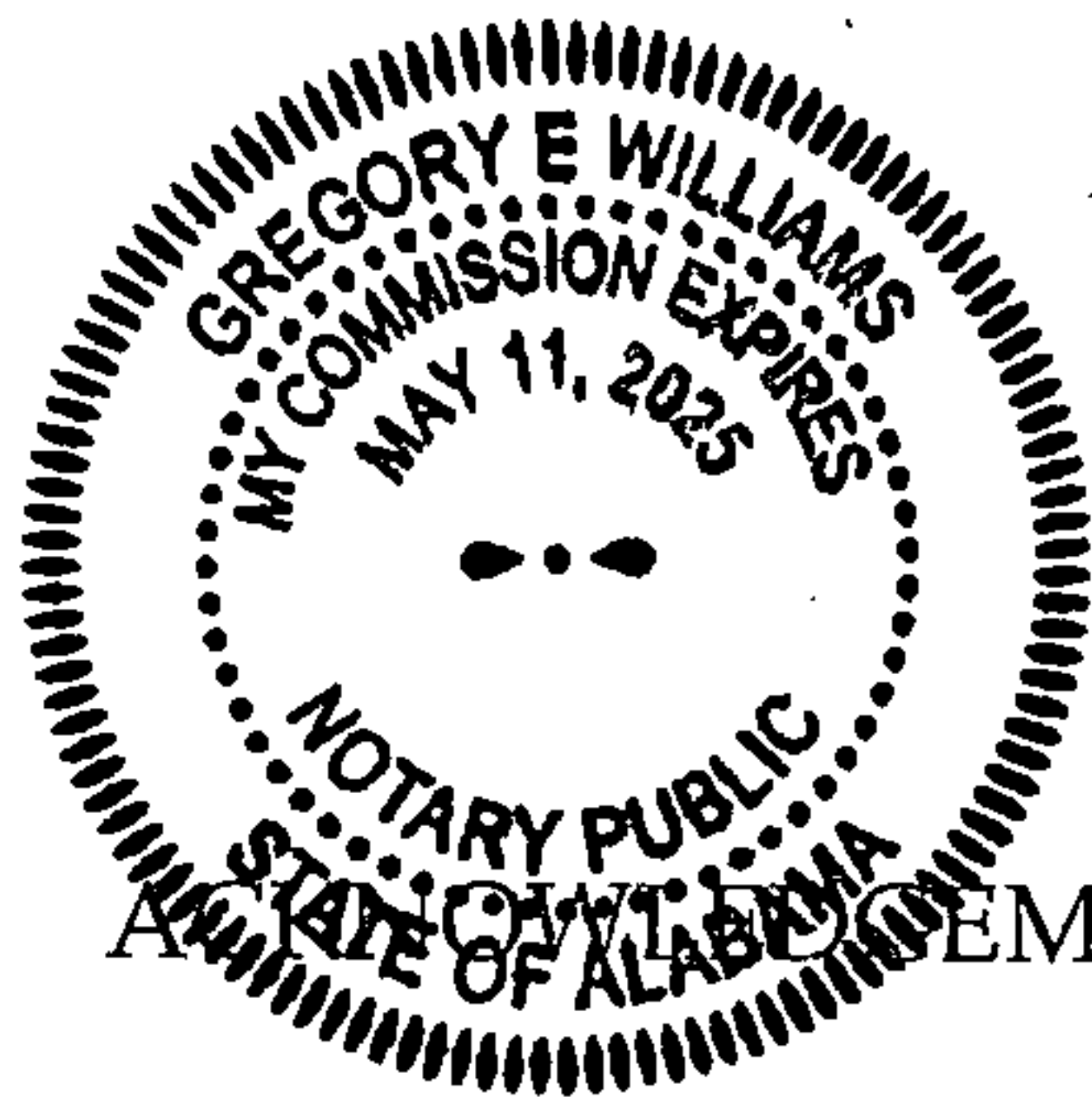
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ACKNOWLEDGMENT FOR GUARANTOR

State of Alabama)
County of Jefferson)

On the 1ST day of JUNE, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared AMINDER GILL AND ANUP GILL, personally known to me to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their individual capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Gregory E. Williams
Notary Public
My Commission Expires: May 11, 2025

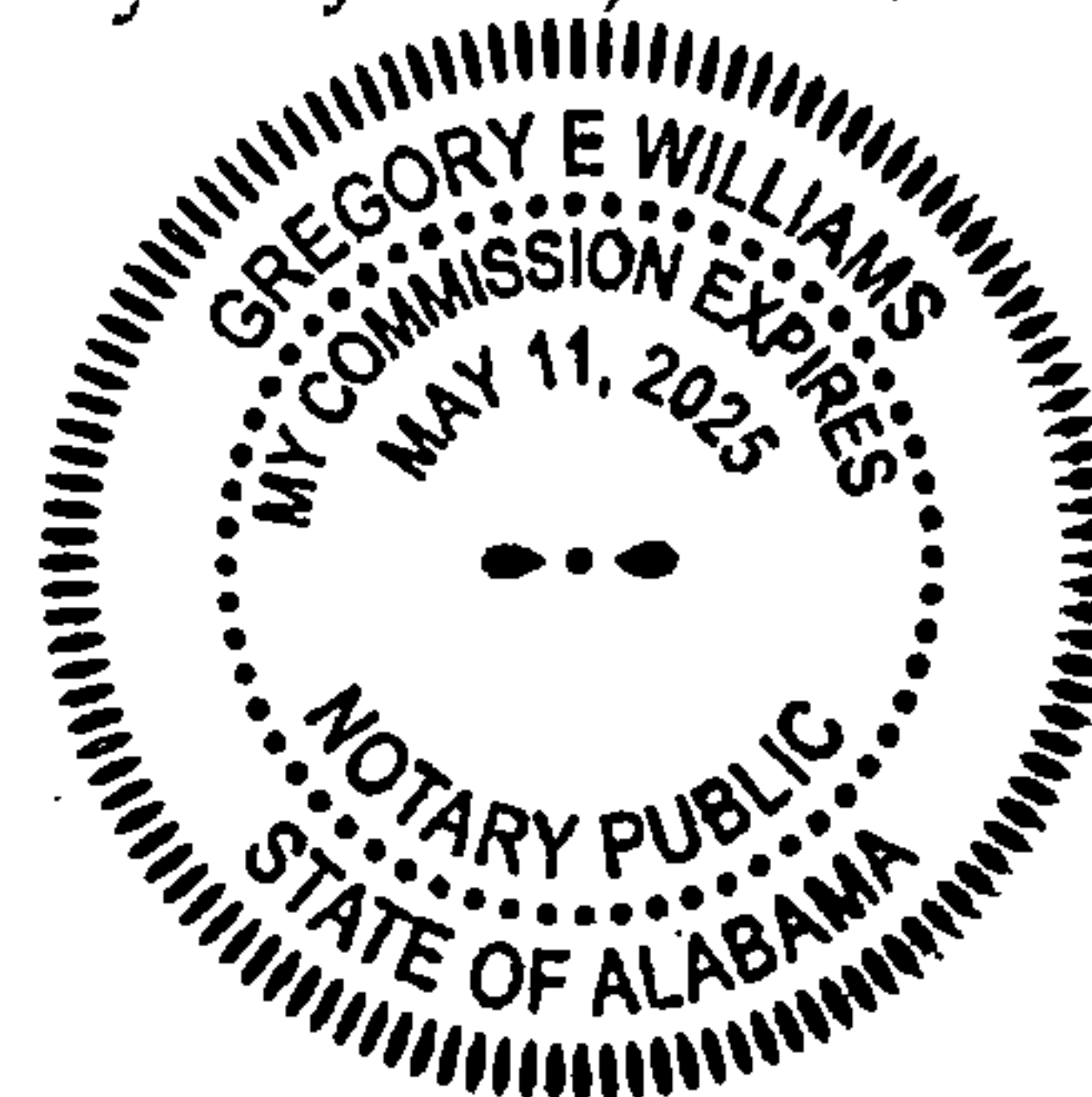
ACKNOWLEDGMENT FOR LESSOR

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that MANJEET SINGH, whose name as Managing Partner of M & M Partnership, LLP, an Alabama Limited Liability Partnership, is signed to the foregoing GROUND LEASE, and who is known to me, acknowledged before me on this day that, being informed of the contents of the GROUND LEASE, he as such Managing Partner and with full authority, executed the same voluntarily for and as the act of said limited liability partnership.

Given under my hand and official seal this 1ST day of JUNE, 2022.

Gregory E. Williams
NOTARY PUBLIC
MY COMMISSION EXPIRES: May 11, 2025



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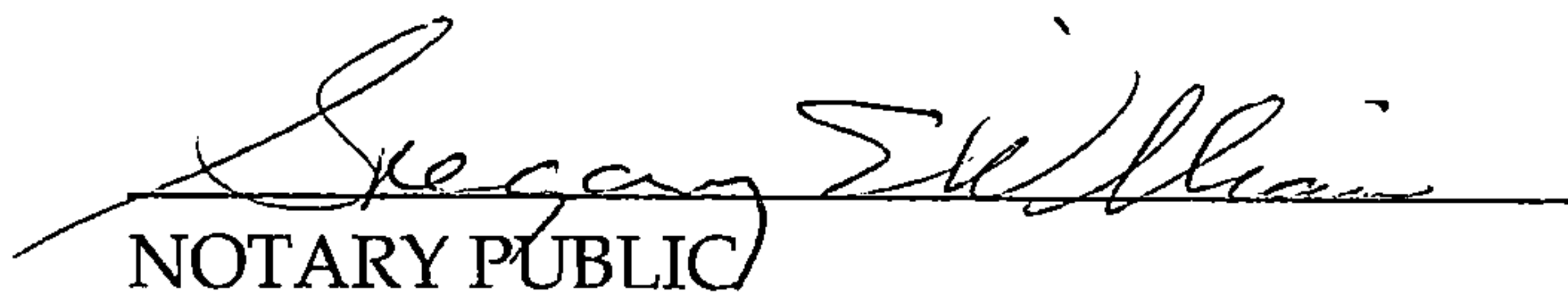
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ACKNOWLEDGEMENT FOR LESSEE

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that AMINDER GILL AND ANUP GILL, whose names as Members of INA, LLC, an Alabama Limited Liability Company, are signed to the foregoing GROUND LEASE, and who are known to me, acknowledged before me on this day that, being informed of the contents of the GROUND LEASE, they as such Member 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 JUNE, 2022.


NOTARY PUBLIC

MY COMMISSION EXPIRES: May 11, 2025



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