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Shelby Cnty Judge of Probate, AL  
05/26/2021 01:12:18 PM FILED/CERT

**EXHIBIT B**  
**MEMORANDUM OF EQUIPMENT LEASE**

THIS MEMORANDUM OF EQUIPMENT LEASE ("Document") is entered into as of FEBRUARY 26, 2021, by **GWR Kenley, LLC**, a Delaware limited liability company ("Owner") of **2000 West Loop South, Suite 1050, Houston, TX 77027**, in favor of **ADT LLC**, a Delaware Limited Liability Company ("ADT"), of **1501 Yamato Road, Boca Raton, Florida 33431**.

**1. Master Automation Services Agreement.** This Document is executed in connection with that certain Master Automation Services Agreement (the "Agreement") dated as of FEBRUARY 26, 2021 (together with all amendments, modifications, renewals and extensions thereof, the "Agreement"), and the Agreement is incorporated in this Document by reference for all purposes. Capitalized terms used in this Document are defined in Section 4 below.

**2. Subordination.** Each and any mortgage, deed of trust, security agreement and memorandum of lease, and each and any other mortgage, conveyance, lien, security interest or other right of any kind created in favor of ADT pursuant to this Document, shall be subordinate to any mortgage, deed of trust, security agreement or other consensual lien which may be granted by Owner against the Real Estate.

**3. Memorandum of Lease.** Pursuant to the Agreement, ADT has leased to Owner various equipment and associated wiring installed on the Real Estate and improvements thereon and has agreed to provide certain services to the Real Estate, and Owner has agreed to pay for such services. This Memorandum is not intended to alter any of the terms and provisions of the Agreement but is to serve as notice of those terms and provisions. A true and accurate copy of the Agreement may be obtained at the offices of ADT Multifamily at the address shown above.

**4. Definitions.** Each capitalized term which is used but not otherwise defined in this Document shall have the meaning ascribed to such term in the Agreement. The following terms shall have the meanings set forth below when used in this Document:

Real Estate shall mean the real estate situated in the **Shelby County and State of Alabama** described in Annex A attached hereto and made a part hereof, together with (i) all improvements now or hereafter located thereon, including without limitation, the improvements located at the following address(es): **Kenley Apartments, 10 Kenley Way, Birmingham, AL 35242** (ii) all materials, equipment, fixtures or other property whatsoever now or hereafter attached or affixed to or installed in said improvements and all renewals or replacements of or substitutions thereof, all of which materials, equipment, fixtures and other property are hereby declared to be permanent fixtures and accessions to the freehold; (iii) all easements and rights of way now and/or at any time hereafter used in connection with any of the foregoing property or as a means of ingress to or egress from said property or for utilities to said property; (iv) all interests of Owner in and to any streets, ways, alleys and/or strips of land adjoining said land or any part thereof; and (v) all rights, estates, powers and privileges appurtenant or incident to the foregoing.

IN WITNESS WHEREOF, and intending to be bound thereby, Customer has executed this Document on the date set forth above.

**OWNER:**

**ADT:**

**GWR KENLEY, LLC**

**ADT LLC**

By: [Signature]

By: [Signature]

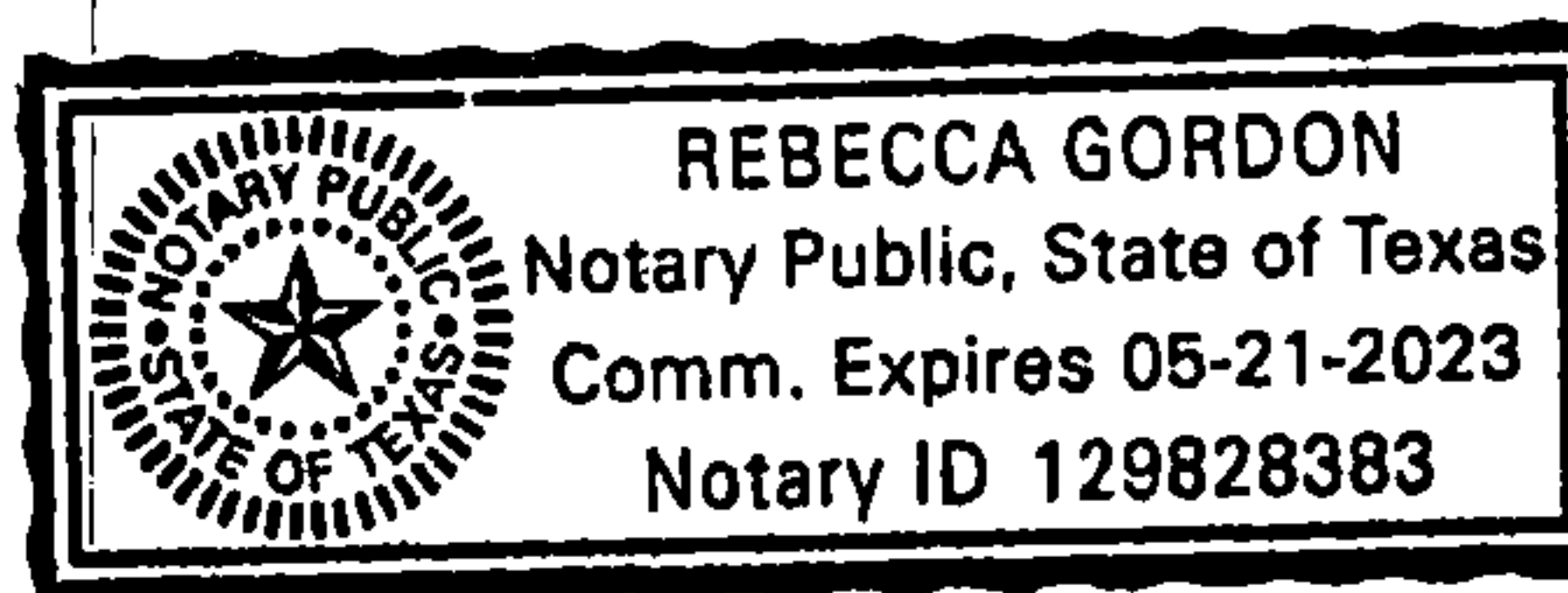
Print Name: GWR Kenley, LLC Management

Print Name: J. Butrin

Print Title: Agent

Print Title: Sr. Director

THE STATE OF TEXAS §  
COUNTY/PARISH HARRIS §



This instrument was acknowledged before me on FEBRUARY 26, 2021, by  
GINA ERWIN AGENT of  
GWR Kenley, LLC a Delaware Limited Liability Company, on behalf of said Limited Liability Company.

My commission expires:

05/21/2023

Notary Public, State of TEXAS

REBECCA GORDON

(Print name)

\*\*\*\*\*



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THE STATE OF Florida §  
COUNTY/PARISH Palm Beach §

This instrument was acknowledged before me on March 16th, 2021, by  
John Portrim Agent of  
ADT LLC, a Delaware Limited Liability Company, on behalf of said limited liability company.

My commission expires:

9/24/24

  
Notary Public, State of Florida



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**ADDENDUM B**

**INSURANCE REQUIREMENTS**

During the term of this Agreement, ADT will obtain, maintain in force and provide a certificate of insurance evidencing the following types and amounts of insurance coverage:

- i. Commercial General Liability - \$5M/occurrence & \$5M/aggregate (Aggregates are not per project, nor per site);
- ii. Automobile Liability \$1M;
- iii. Worker's Compensation – statutory amounts; and iv. Employer's Liability - \$1M

ADT shall name Customer and the premises owner or manager as additional insureds with respect to its general liability (including products-completed operation) and automobile policies and will include an endorsement indicating that the coverages provided shall be primary and non-contributory but only to the extent of the liabilities assumed by ADT under the indemnity provisions of this Agreement.

ADT will provide certificates of insurance evidencing the coverage required in this Addendum B (and upon request by Customer will provide the actual insurance policies), prior to ADT or any contractor of ADT entering upon the Property.