

This Instrument Prepared By:  
Long, Ragsdale & Waters, P.C.  
1111 N. Northshore Drive, Suite S-700  
Knoxville, Tennessee 37919

### MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (the "Memorandum") is made to be effective as of the ~~1st~~ day of March 2022, by and between **CM 280, LLC**, a Georgia limited liability company, as assignee of D&G ACQUISITION, LLC, a Georgia limited liability company ("Landlord"), and **BLUEMONT GROUP, LLC**, a Tennessee limited liability company ("Tenant").

WHEREAS, by a Lease Agreement dated as of the 14th day of January, 2021 (hereinafter referred to as the "Lease"), Landlord leased to Tenant the premises (hereinafter referred to as the "Premises") described in the Lease and also set forth below, being Suite 100 and a part of the retail shopping center known as Cahaba Marketplace (the "Shopping Center"), subject to the terms, covenants, and conditions set forth in the Lease, and Landlord does hereby lease the Premises to Tenant and Tenant does hereby lease the Premises from Landlord; and

WHEREAS, Landlord and Tenant have executed this Memorandum for the purpose of submitting it to be recorded in the public records of Shelby County, Alabama.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto state as follows with respect to the Lease:

1. Names of the parties:

Landlord: CM 280, LLC

Tenant: Bluemont Group, LLC

2. Reference to the Lease:

The Lease was executed by Landlord and Tenant and is dated as of the 14th day of January, 2021.

3. Description of the Premises and the land on which the Premises are located: See attached Exhibit A for a description of the land (the "Land") and Exhibit B for a description of the Premises identified as Suite 100.

4. Original Term of the Lease: Fifteen (15) years as described below.
5. Commencement Date: The "Commencement Date" as so defined and used in the Lease is hereby denoted as being February 1, 2022.
6. Termination Date: Fifteen (15) years after the Commencement Date; in addition, if the Commencement Date is other than the first day of a month, the Original Term (and the first lease year) shall be increased to include the days from the Commencement Date until the first day of the next succeeding month.
7. Renewal Options: Tenant shall have the right to extend the Original Term for four (4) additional option periods of five (5) years each.
8. Landlord Covenants: Landlord agrees during the term of the Lease to hold, in accordance with the following restrictions, the land described on Exhibit A, all other real estate that becomes a part of the Shopping Center of which the Premises is a part, and adjacent real estate owned or controlled by Landlord or an entity in which Landlord or its owners have an ownership interest, for the benefit of Tenant and the Premises and to include such restrictions in all leases or sales of the Land and such real estate:

For so long as any portion of the Premises are used for the operation of a Dunkin' Donuts Shop, no part of such land or of the Shopping Center shall be leased or used for the manufacture or sale of coffee, donuts, bagels, pastry or bakery products, except that the sale of coffee, donuts, bagels, pastry and bakery products at retail, if not manufactured on the land, may be made in connection with the operation of supermarkets and restaurants which do not specialize in the sale of any such items.

Landlord also agrees during the term of the Lease that the space in the Shopping Center adjacent to the Premises shall not be used as a nail salon.

9. This Memorandum is a short form of the Lease, which Lease contains other provisions with respect to the rights and obligations of Landlord and Tenant and which provisions are incorporated herein as if set forth in full herein. This Memorandum shall not alter, modify, or vary the terms of the Lease, and in the event of any conflict between this Memorandum and the Lease, the Lease shall control.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

SIGNATURE PAGE OF MEMORANDUM OF LEASE

IN WITNESS WHEREOF, the undersigned has executed and delivered this memorandum as of the date first above written.

LANDLORD:

CM 280, LLC,  
a Georgia limited liability company

By: Jon Gallant  
Jon Gallant, Manager

STATE OF GEORGIA  
COUNTY OF FULTON

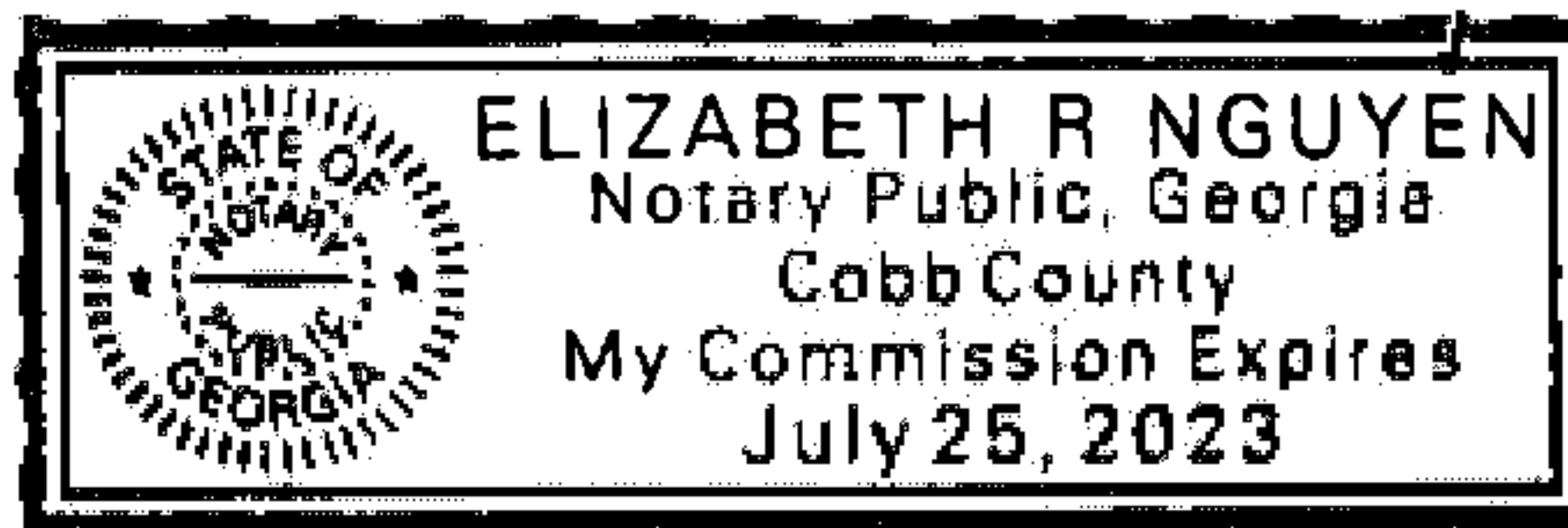
I, undersigned Notary Public in and for said county and in said state, hereby certify that Jon Gallant, whose name as Manager of CM 280, LLC, a Georgia limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this date that, being informed of the contents of this instrument he, in his capacity as such Manger of CM 280, LLC, executed the same voluntarily, with full authority for and as the act of the said limited liability company, n the day the same bears date.

WITNESS my hand and seal this 1<sup>st</sup> day of March, 2022.

Elizabeth Nguyen  
Notary Public

My Commission Expires:

7-25-2023

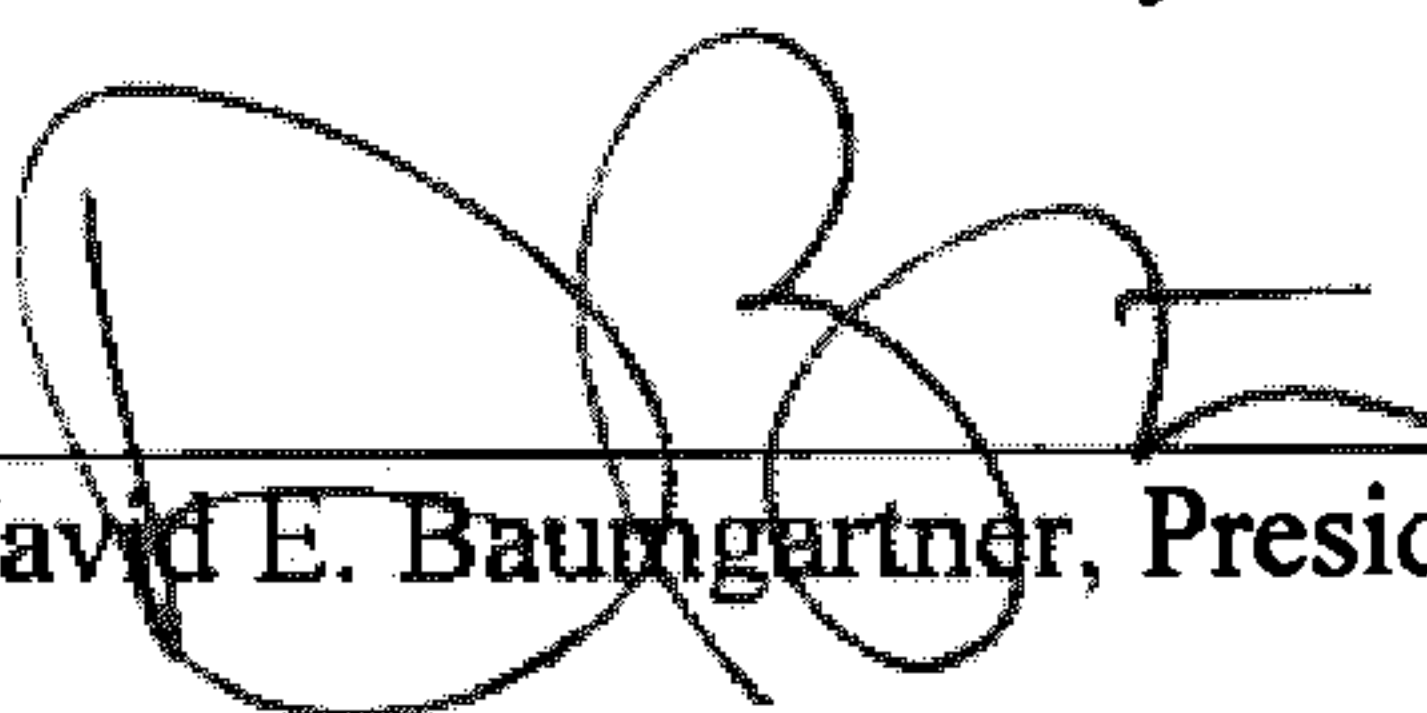


SIGNATURE PAGE OF MEMORANDUM OF LEASE

IN WITNESS WHEREOF, the undersigned has executed and delivered this memorandum as of the date first above written.

TENANT:

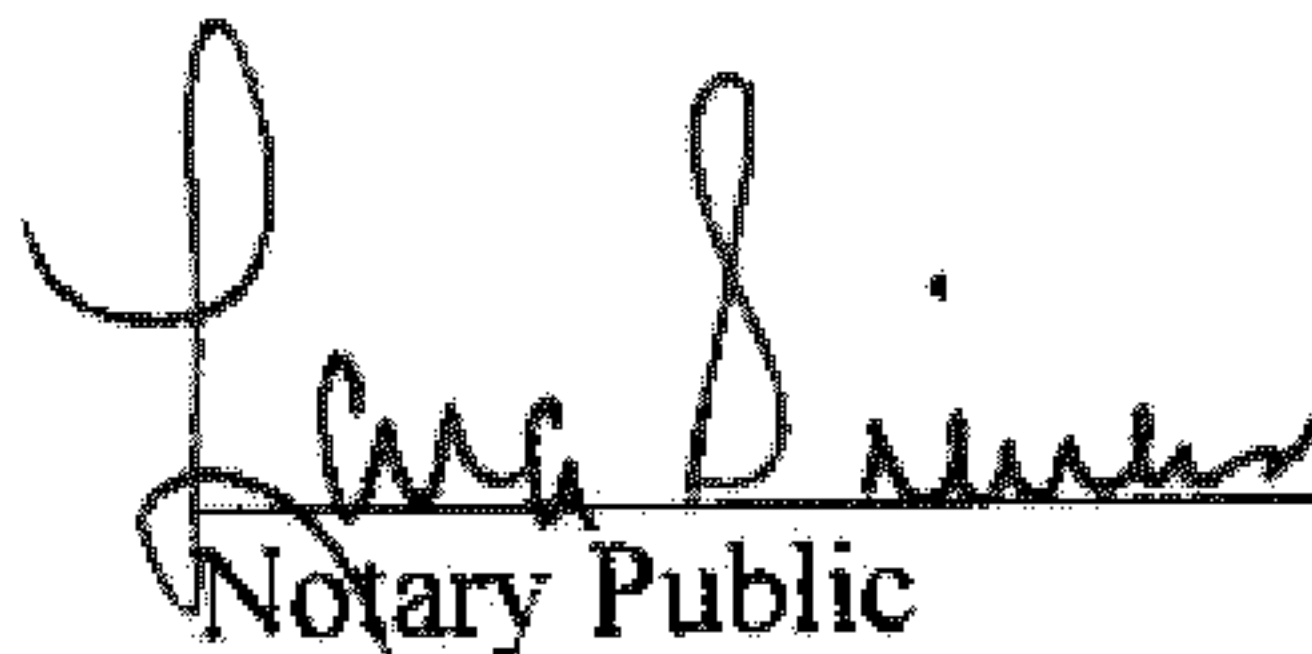
BLUEMONT GROUP, LLC,  
a Tennessee limited liability company

By   
David E. Baumgartner, President

STATE OF TENNESSEE  
COUNTY OF KNOX

I, undersigned Notary Public, in and for said county in said state, hereby certify that David E. Baumgartner, whose name as President of BLUEMONT GROUP, LLC, a Tennessee limited liability company, is signed to the foregoing instrument and conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument and the conveyance he, in his capacity as such President of BLUEMONT GROUP, LLC, executed the same voluntarily, with full authority for and as the act of the said limited liability company, on the day the same bears date.

Given under my hand and seal of office this 28<sup>th</sup> day of January, 2022.

  
Notary Public

My Commission Expires:

6/1/2025

**EXHIBIT A**  
(Description of Land)

A parcel of land being a portion of Lots 5 and 6 according to the final plat of The Crossroads Northeast as recorded in Map Book 35, Page 29 in the Office of the Judge of Probate Shelby County, Alabama, said parcel being situated in the Southwest quarter of Section 32, Township 18 South, Range 1 West Shelby County, Alabama, said parcel being more particularly described as follows:

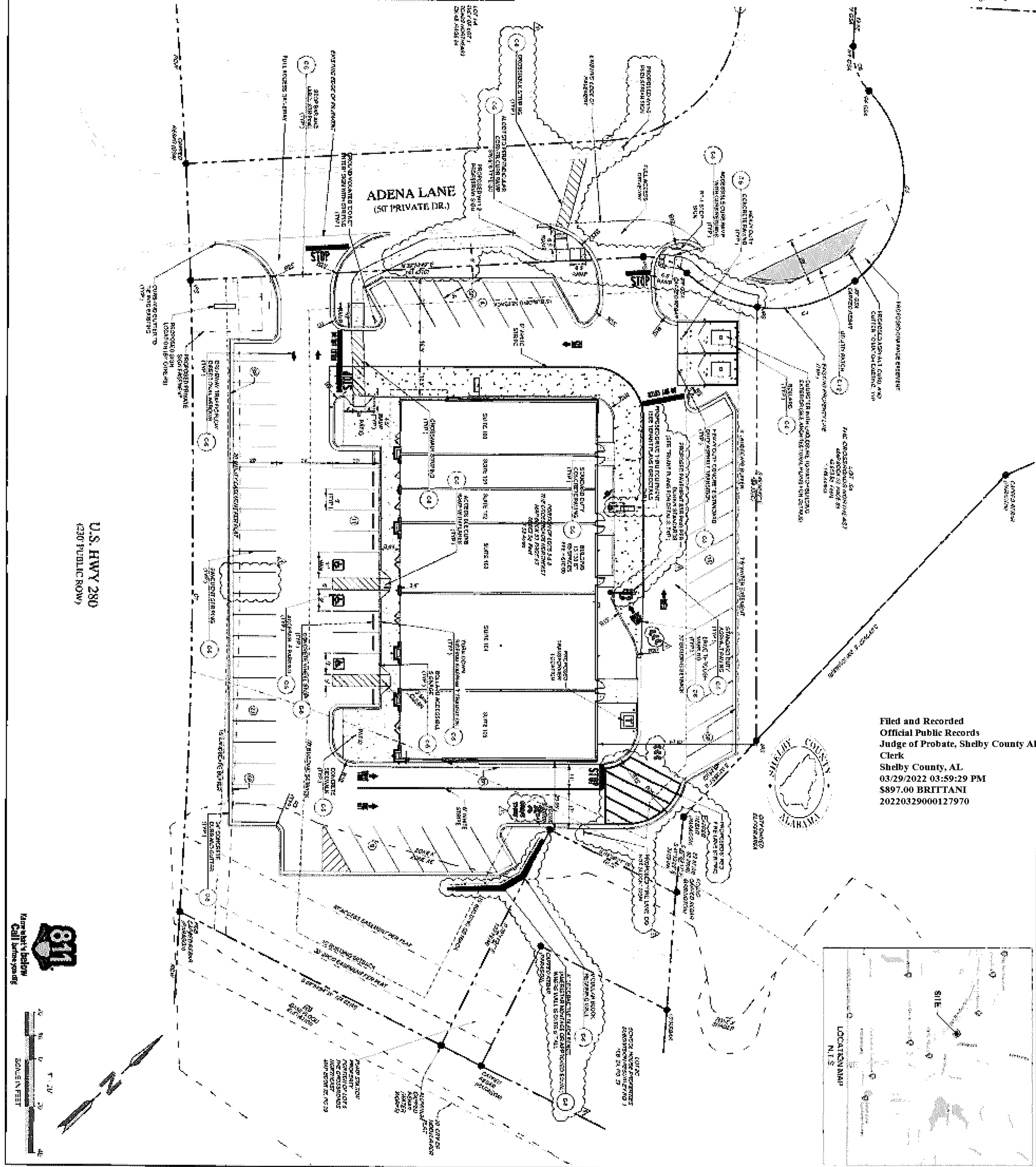
Beginning at a found capped rebar stamped Paragon marking the Southern-most corner of said Lot 6, said point also lying on the Northeastern-most right of way of U.S. Highway 280 (right of way varies), said point also lying on a curve turning to the left said curve having a radius of 2944.79 feet, a central angle of 05 degrees 14 minutes 43 seconds, a chord bearing of North 46 degrees 04 minutes 01 seconds West, and a chord length of 269.49 feet; thence run along the arc of said curve and along said right of way for a distance of 269.59 feet to a set 5/8 inch capped rebar stamped CA-560LS marking the intersection of said right of way with the Southeastern-most right of way of Adena Lane a private drive; thence leaving said Highway 280 right of way, run North 39 degrees 53 minutes 49 seconds East along said private drive for a distance of 193.49 feet to a set 5/8 inch capped rebar stamped CA-560LS and a point on a curve turning to the right, said curve having a radius of 25.00 feet, a central angle of 46 degrees 34 minutes 03 seconds, a chord bearing of North 63 degrees 10 minutes 51 seconds East, and a chord length of 19.76 feet; thence run along the arc of said curve and along said private drive for a distance of 20.32 feet to a found capped rebar stamped CA-560LS and the point of beginning of a reverse curve turning to the left, said curve having a radius of 55.00 feet, a central angle of 35 degrees 20 minutes 36 seconds, a chord bearing of North 68 degrees 47 minutes 13 seconds East, and a chord length of 33.39 feet; thence run along the arc of said curve and along said private drive for a distance of 33.93 feet to a set 5/8 inch capped rebar stamped CA-560LS; thence leaving said private drive, run South 46 degrees 50 minutes 42 seconds East for a distance of 184.33 feet to a set 5/8 inch capped rebar stamped CA-560LS, said point lying on the East line of said Lot 5; thence run South 03 degrees 39 minutes 57 seconds East along said East line for a distance of 45.18 feet to a found capped rebar stamped Paragon, said point marking the Southeast corner of said Lot 5 and the Northeast corner of said Lot 6; thence run South 41 degrees 13 minutes 29 seconds East along the Lot line of said Lot 6 for a distance of 33.09 feet to a found capped rebar stamped Arrington; thence leaving said lot line run South 69 degrees 59 minutes 01 seconds West for a distance of 60.22 feet to a found 5/8 inch rebar; thence run South 20 degrees 11 minutes 21 seconds East for a distance of 103.19 feet to a found aluminum capped rebar stamped water works, said point lying on the south line of said Lot 6; thence run South 69 degrees 51 minutes 54 seconds West along said South line for a distance of 124.62 feet to the point of beginning. Said parcel contains 66,663 square feet or 1.53 acres more or less.

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**EXHIBIT B**  
(Description of Premises)

See Attached

10. **THE EFFECT OF THE CONCENTRATION OF THE SOLUTION ON THE RATE OF THE REACTION.** The rate of the reaction was measured for different concentrations of the solution. The results showed that the rate of the reaction increased with the concentration of the solution.
11. **THE EFFECT OF THE TEMPERATURE ON THE RATE OF THE REACTION.** The rate of the reaction was measured for different temperatures. The results showed that the rate of the reaction increased with the temperature.
12. **THE EFFECT OF THE CATALYST ON THE RATE OF THE REACTION.** The rate of the reaction was measured for different catalysts. The results showed that the rate of the reaction increased with the catalyst.
13. **THE EFFECT OF THE SURFACE AREA ON THE RATE OF THE REACTION.** The rate of the reaction was measured for different surface areas. The results showed that the rate of the reaction increased with the surface area.
14. **THE EFFECT OF THE PRESSURE ON THE RATE OF THE REACTION.** The rate of the reaction was measured for different pressures. The results showed that the rate of the reaction increased with the pressure.
15. **THE EFFECT OF THE SOLVENT ON THE RATE OF THE REACTION.** The rate of the reaction was measured for different solvents. The results showed that the rate of the reaction increased with the solvent.

[illegible][illegible]

**Filed and Recorded**  
**Official Public Records**  
**Judge of Probate, Shelby County Alabama, County**  
**Clerk**  
**Shelby County, AL**  
**03/29/2022 03:59:29 PM**  
**\$897.00 BRITTANI**  
**20220329000127970**

# FOREST

**Investing Group, Inc.**  
2335 Madison Mill Rd.  
Suite 4  
Auburn, AL 36830  
205/339-8877 ext. 404  
205/339-8877 ext. 405  
www.investinggroup.com

CM 280, LLC  
8400 POWERS FERRY ROAD, SUITE 3500  
ATLANTA, GA 30339

## CONCLUSIONS

CAHABA MARKET

5413 HWY 280  
HOOVER, ALABAMA 35242  
SECTION 32, TOWNSHIP 18 S, RANGE 1 W

[illegible]

RELEASED - 20100818/1377005