

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 22nd day of February, 2022, by and between **RPI ONE - HELENA, LLC**, an Alabama limited liability company ("Landlord"), and **BLUEMONT GROUP, LLC**, a Tennessee limited liability company ("Tenant").

WHEREAS, by a Lease Agreement dated as of the 21st 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 a part of the retail shopping center located at 2536 Helena Road, Helena, Alabama, 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: RPI One-Helena, LLC

Tenant: Bluemont Group, LLC

2. Reference to the Lease:

The Lease was executed by Landlord and Tenant and is dated as of the 21st 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.

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 22, 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 three (3) 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 within a radius of one (1) mile of the Shopping Center, 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 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. For so long as "Freddy's Custard & Steakburgers" and Paya Murphy's are tenants in the Shopping Center, their uses of those premises are excluded from such use restrictions.

Landlord also agrees during the term of the Lease that the space in the Shopping Center immediately 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:

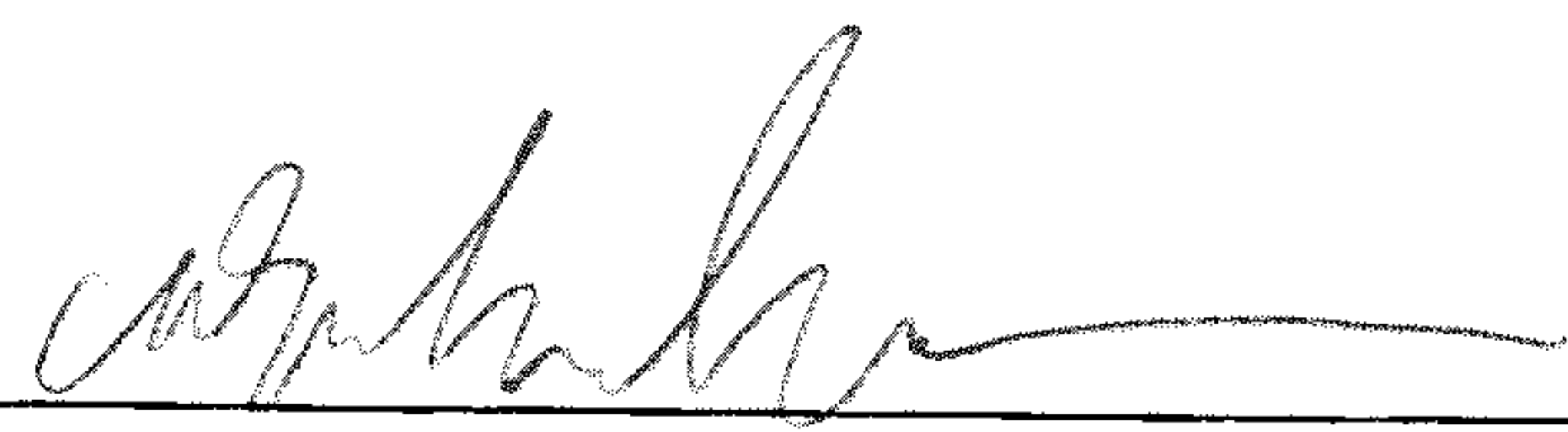
RPI ONE - HELENA, LLC,
an Alabama limited liability company

By: 
Carter Cooper, Manager

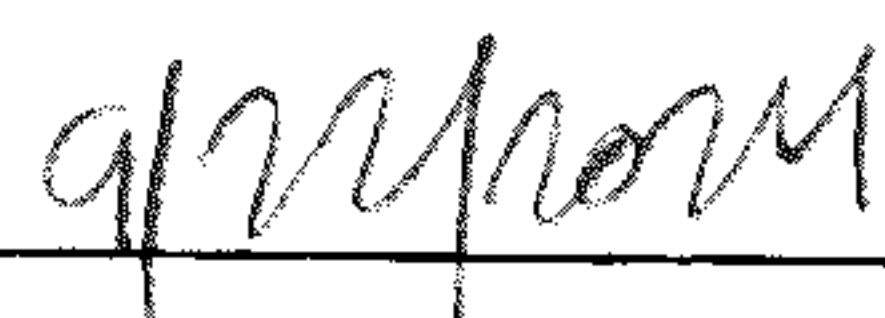
STATE OF ALABAMA
COUNTY OF JEFFERSON

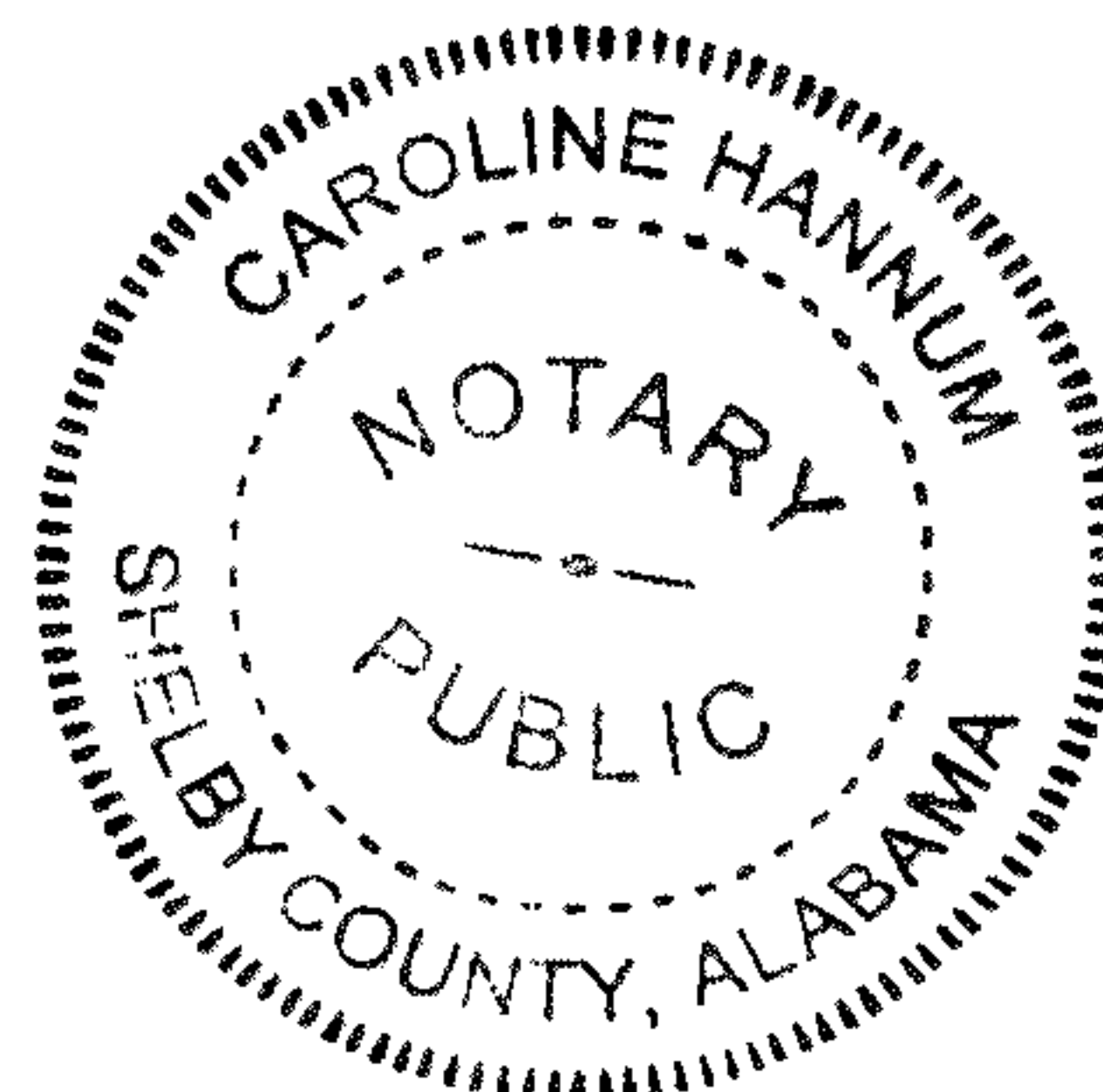
I, under signed Notary Public in and for said county in said state, hereby certify that Carter Cooper, whose name as Manager of RPI ONE - HELENA, LLC, an Alabama limited liability company, is signed to the foregoing instrument and conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument and the conveyance he, in his capacity as such Manager of RPI ONE - HELENA, 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 15 day of FEBRUARY, 2022.


Notary Public

My Commission Expires:





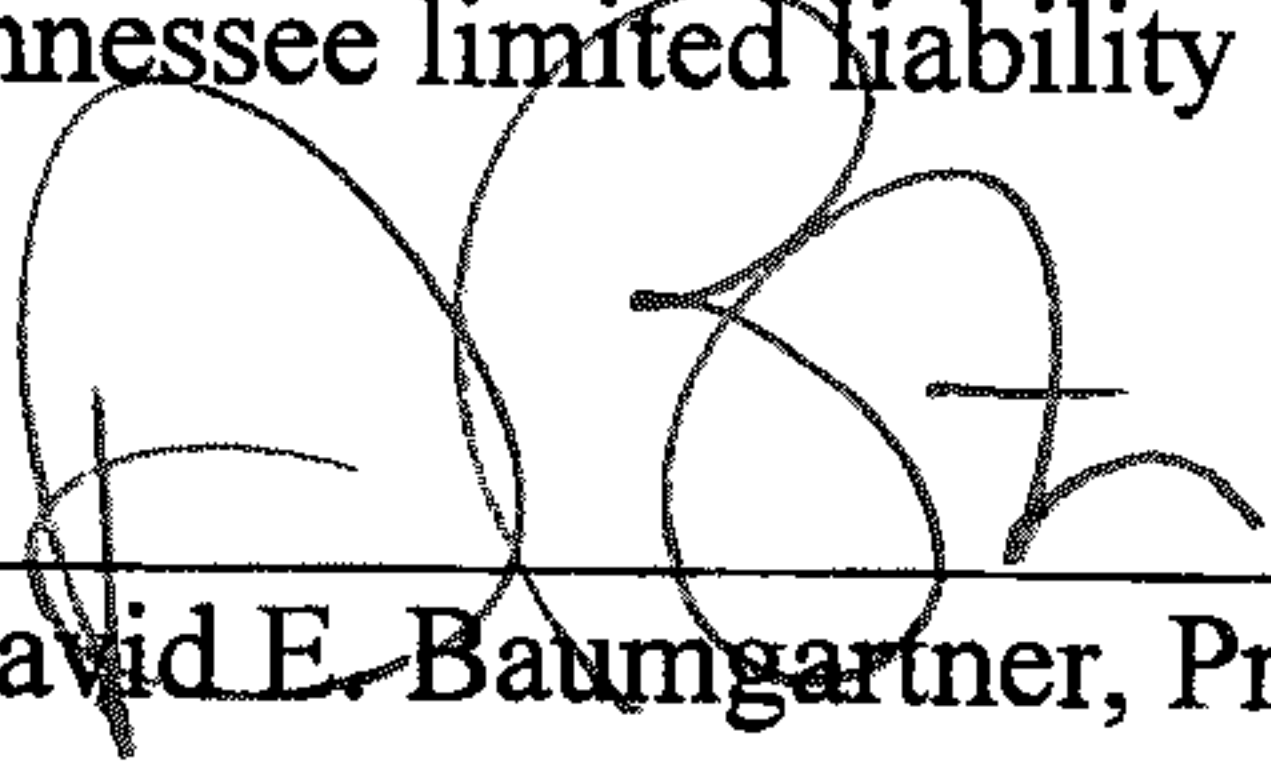
SIGNATURE PAGE OF MEMORANDUM OF LEASE

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

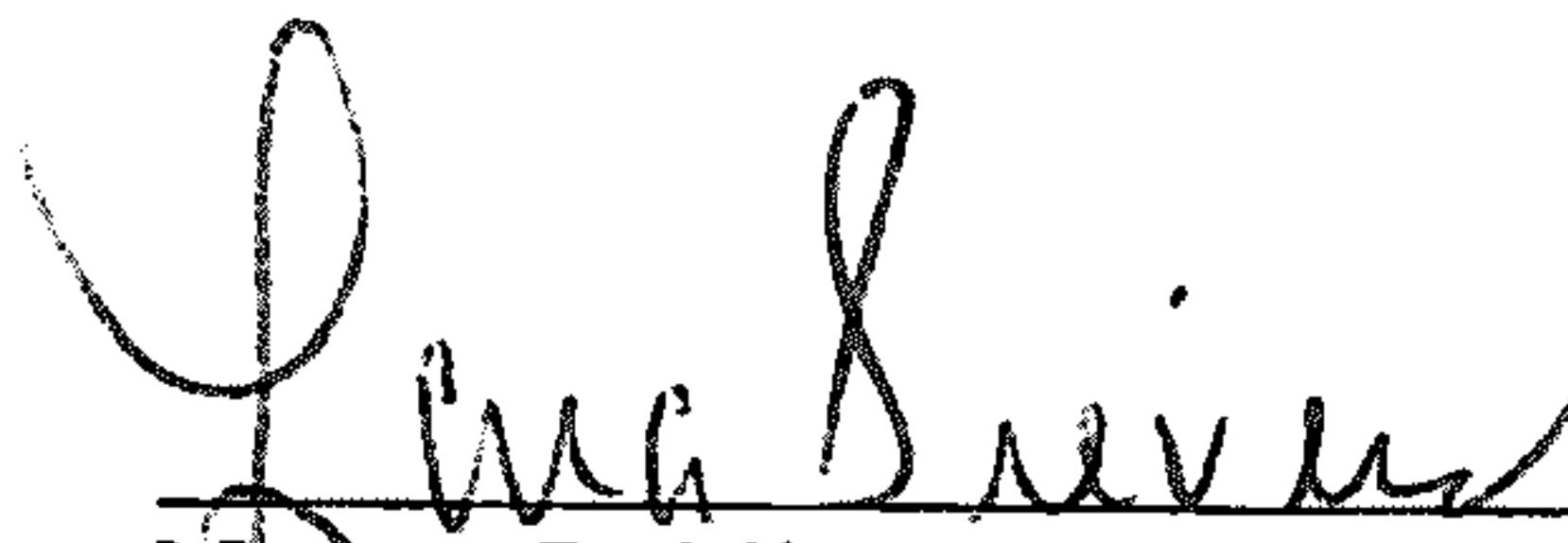
By


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 conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of 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 4th day of February, 2022.


Notary Public

My Commission Expires:

6/1/2025

EXHIBIT A
(Description of Land)

LOT 1, RESURVEY OF LOTS 6-8, BLOCK 2, MULLINS ADDITION TO HELENA AS PER PLAT TO BE RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA AND BEING MORE PARTICULAR DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF LOT 8, BLOCK 2, MULLINS ADDITION TO HELENA AS PER PLAT RECORDED IN MAP BOOK 3, PAGE 56 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA AND THE EASTERLY RIGHT OF WAY LINE OF ALABAMA STATE ROUTE 261 (AKA HELENA RD, 80' PUBLIC RIGHT OF WAY – MAP BOOK 52, PAGE 33); THENCE RUN ALONG SAID LOT LINE, S 51° 42' 24" E 264.66 FEET TO A 5/8" GMC CAPPED REBAR (CA00156); THENCE LEAVING SAID LOT LINE, RUN S 37° 52' 54" W 229.88 FEET TO A 5/8" GMC CAPPED REBAR (CA00156); THENCE RUN S 48° 56' 16" W 71.92 FEET TO A 5/8" GMC CAPPED REBAR (CA00156) LYING ON THE NORTHERLY RIGHT OF WAY LINE OF SILSBEE LANE AS SHOWN ON THE RAM-HELENA DEVELOPMENT PARTNERS, LLC FINAL PLAT RECORDED IN MAP BOOK 52, PAGE 35 IN SAID OFFICE; THENCE RUN ALONG SAID RIGHT OF WAY LINE N 51° 42' 07" W 252.49 FEET TO A CAPPED IRON PIN (ILLEGIBLE) LYING AT THE INTERSECTION OF SAID RIGHT OF WAY LINE AND THE AFOREMENTIONED EASTERLY RIGHT OF WAY LINE OF SR 261; THENCE RUN ALONG SAID EASTERLY RIGHT OF WAY LINE AS FOLLOWS: N 37° 59' 21" E 100.06 FEET TO A 5/8" GMC CAPPED REBAR (CA00156); THENCE RUN N 38° 17' 36" E 100.48 FEET TO A 5/8" GMC CAPPED REBAR (CA00156); THENCE RUN N 38° 17' 36" E 100.00 FEET TO THE POINT OF BEGINNING.

SAID ABOVE-DESCRIBED PROPERTY LYING AND BEING SITUATION IN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA AND CONTAINS 79,350.40 SQUARE FEET OR 1.82 ACRES, MORE OR LESS.

EXHIBIT B
(Description of Premises)

That certain space located within the Building constructed as a part of the Shopping Center, which Premises shall consist of approximately 31'6" of frontage and a lease area of approximately 1,860 square feet identified on the site plan attached as page 2 of this Exhibit B (the "Site Plan") as "Tenant 3", and both a six (6) foot "bump out" on the front of the Building and an outdoor refrigeration structure as shown on the Site Plan. As a part of the Premises, Landlord has provided a drive-thru for the exclusive use of Tenant's customers in the area of the Land shown on the Site Plan. Tenant may install signage, directional signage, canopies and related drive-thru amenities in connection with such drive-thru facilities, with Landlord approving such signage and amenities if they are in accordance with the specifications and branding of the Dunkin' Donuts franchisor. Landlord has created a patio area for the exclusive use of Tenant's customers in the area of the Land shown on the Site Plan, which shall also be a part of the Premises.

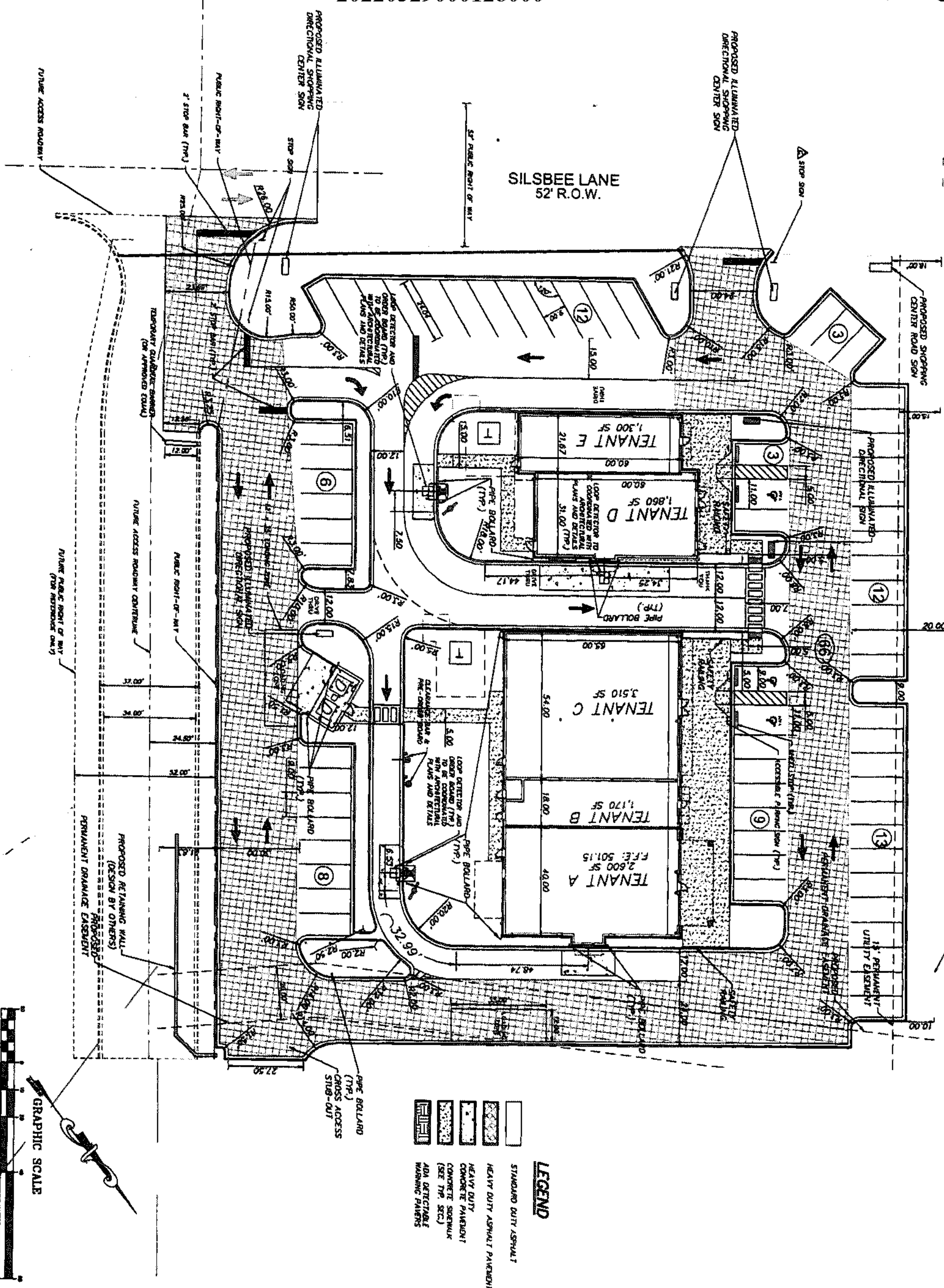
20220329000128000 03/29/2022 04:06:24 PM GRLEASE 8/8



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
03/29/2022 04:06:24 PM
\$733.50 BRITTANI
20220329000128000

Alvin S. Bayl

HELENA ROAD
(SR-261)
80' R.O.W.



SITE LAYOUT PLAN

HELENA RETAIL SITE
HELENA, ALABAMA

GMC # CBHM-200065

ISSUE DATE

PER CITY COMMENTS	04/15/2021
PER CITY COMMENTS	04/20/2021
PER CITY COMMENTS	05/17/2021
PER CITY COMMENTS	09/02/2021
REVISED UTILITY PLAN	09/28/2021
REVISED GRADING PLAN	10/20/2021

DRAWN BY:
CHECKED BY:

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GMC

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SHEET 4 of 16