

WHEN RECORDED RETURN TO:

Christian & Small LLP
505 North 20th Street, Ste 1800
Birmingham, AL 35203
Attn: Jack J. Kubiszyn

20220512000195920
05/12/2022 03:16:06 PM
GRLEASE 1/6

SPACE ABOVE THIS LINE RESERVED FOR RECORDING

MEMORANDUM OF LEASE

This Memorandum of Lease (this “**Memorandum**”), dated as of May 11, 2022, is between BIRMINGHAM CROSSING PROPERTY LLC, a Delaware limited liability company (“**Landlord**”) and GUIDEPOST A LLC, a Delaware limited liability company (“**Tenant**”). Landlord and Tenant shall sometimes be referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

Landlord holds a fee simple interest in certain real property located at 1700 Corporate Drive, Birmingham, Alabama, Shelby County as more particularly described on Exhibit A attached hereto, including all rights and benefits appurtenant thereto and improvements thereon, including, any easements and rights-of-way benefiting, upon, over and across said real property (collectively, the “**Property**”).

Landlord and Tenant are parties to that certain Lease Agreement, dated May 1, 2022 (the “**Effective Date**”), pursuant to which Tenant leased the Property from Landlord on the terms and conditions as described in greater detail therein (collectively the “**Lease**”).

FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, the Parties hereby agree as follows:

1. Lease of Property. On the terms and conditions set forth in the Lease, Landlord has granted and hereby grants, conveys and warrants to Tenant an exclusive lease of the Property and Tenant leases the Property from Landlord, on the terms and conditions set forth in the Lease.
2. Initial Term of Lease. The initial term of the Lease (the “**Initial Term**”) commences on the Effective Date and shall expire at midnight on August 31, 2042 unless sooner terminated as provided for in the Lease.
3. Extensions of Term. Tenant has four (4) successive options to extend the term of the Lease for five (5) years each, with the first option to extend beginning at the end of the Initial Term.

4. Right of First Refusal If Landlord decides to sell its fee simple title in the Property, Tenant has the Right of First Refusal in the Property pursuant to the terms set forth in the Lease.
5. Effect of Memorandum. Landlord and Tenant have executed and recorded this Memorandum to give notice of the Lease and their respective rights and obligations with respect to the Property.
6. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the day and year first written above.

LANDLORD:

BIRMINGHAM CROSSING PROPERTY LLC,
a Delaware limited liability company

By: [Signature]
Name: J.R. Caribaldi
Its: Authorized Signatory

ACKNOWLEDGMENT

STATE OF California)
COUNTY OF Marin)

I, the undersigned, a notary public in and for said county in said state, hereby certify that John Caribaldi, whose name as _____ of _____, a _____, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal this 10th day of May, 2022.

NOTARY SEAL:

[Signature]
Signature of Notary Public
Anna Ruth Hemmerich
Printed Name
My commission expires: 8/6/2025

SEE ATTACHED
[Signature]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Marin)

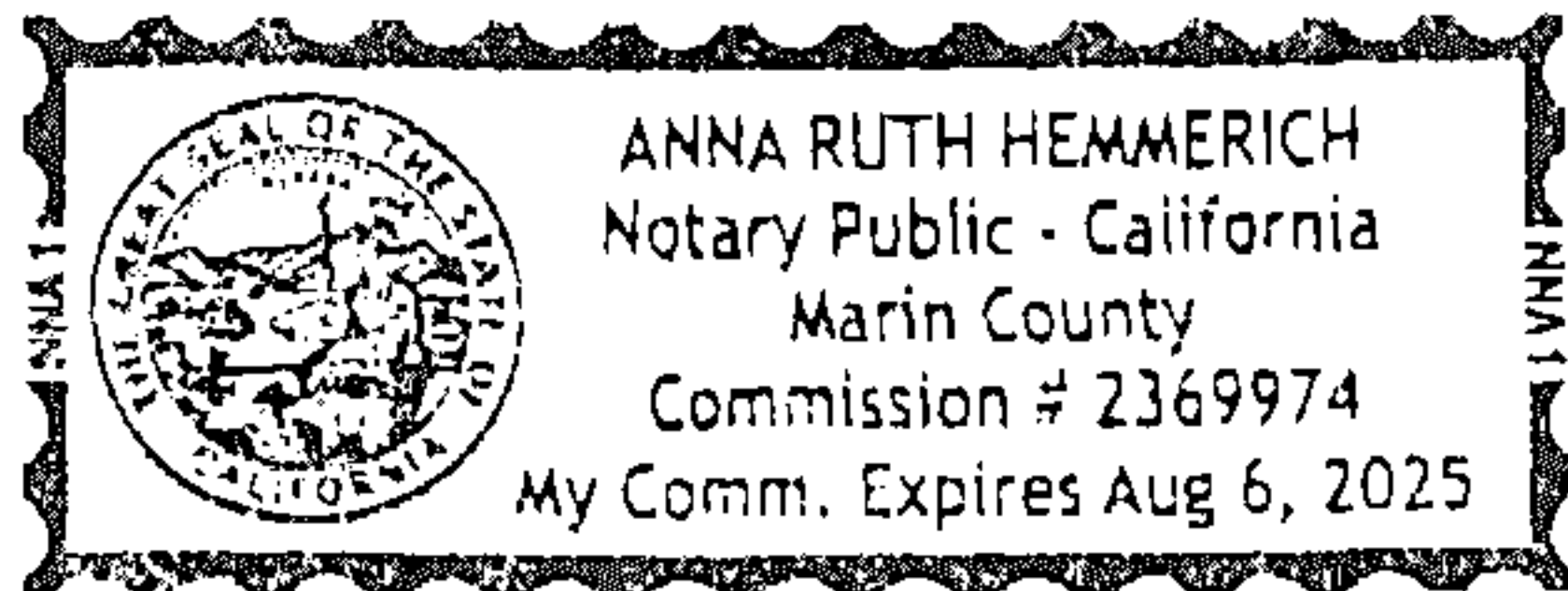
On 5/10/2022 before me, Anna Ruth Hemmerich, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared John Garibaldi
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

TENANT:

GUIDEPOST A LLC,
a Delaware limited liability company

By: [Signature]
Name: Guy Barnett
Its: Vice President

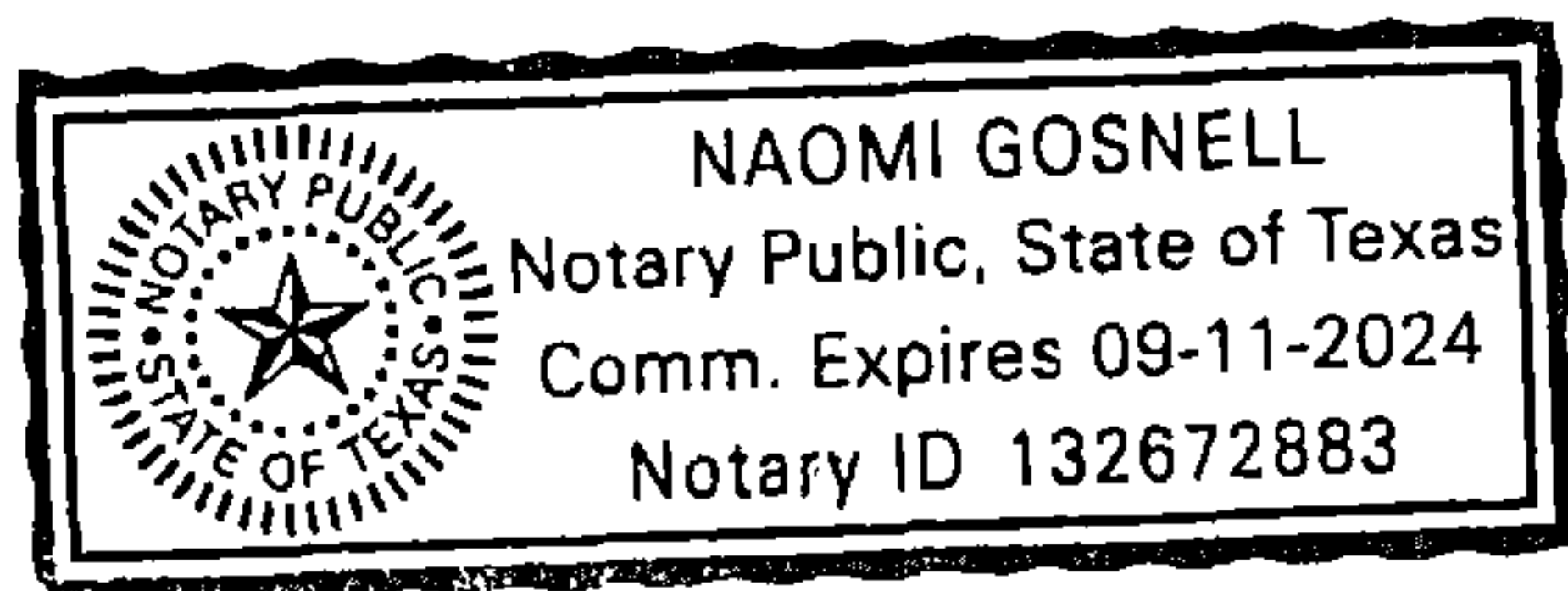
ACKNOWLEDGMENT

STATE OF Texas)
)
COUNTY OF Williamson)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Guy Barnett, whose name as Vice President of Guide Post A LLC, a Delaware LLC, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal this 10 day of May, 2022.

NOTARY SEAL:



[Signature]
Signature of notarial officer
Naomi Gosnell
Printed Name
My commission expires: 09-11-2024

This instrument was prepared by:

Christian & Small LLP
505 North 20th Street, Ste 1800
Birmingham, AL 35203
Attn: Jack J. Kubiszyn

EXHIBIT A

Legal Description

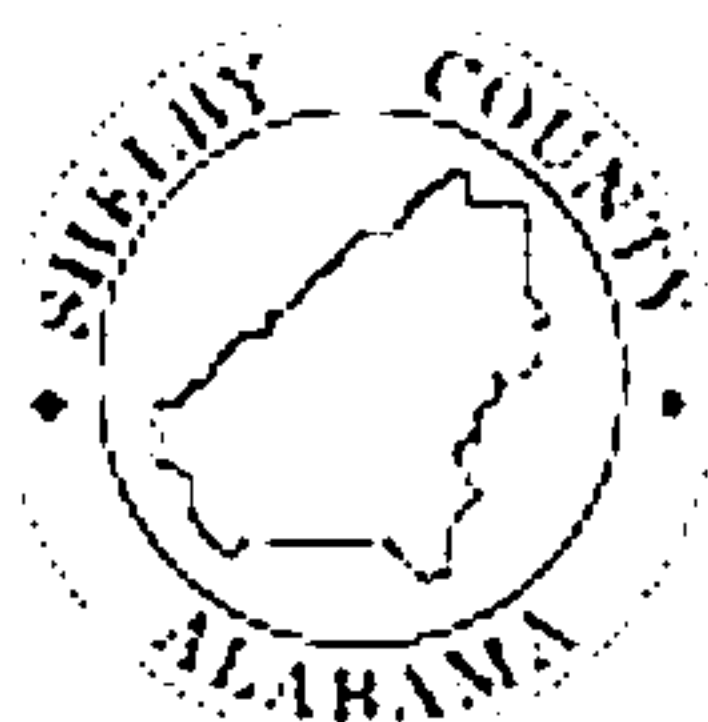
The Land referred to herein below is situated in the County of Shelby, State of Alabama, and is described as follows:

LOT 10, ACCORDING TO THE SURVEY OF MEADOW BROOK CORPORATE PARK SOUTH PHASE II, AS RECORDED IN MAP BOOK 12. PAGES 10 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

For information purposes:

Commonly known as: 1700 Corporate Dr.,
Birmingham, AL 35242 County of Shelby

Parcel I.D. No.: 09-3-06-0-001-001.105



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
05/12/2022 03:16:06 PM
\$3179.00 JOANN
20220512000195920

Allie S. Bayl