

EXHIBIT F

SETTLEMENT AGREEMENT COVENANT

Whereas, FSI Green Park South Property, LLC ("Green Park South") and the City of Pelham, Alabama, ("City") were parties in that certain litigation styled *FSI Green Park South Property, LLC v. The City of Pelham, et al.*, 2:18-cv-01211-GMB (N.D. Ala.) (the "Lawsuit");

Whereas, the parties have reached a settlement in the Lawsuit, memorialized in that certain Settlement Agreement and General Release ("Agreement") dated March 27, 2023; and

Whereas, the real property made the subject of the Lawsuit and of the Agreement is described as follows: two manufactured home parks known as Green Park South and Southgate, which the Plaintiff received by Special Warranty Deed recorded as Instrument No. 20160829000313040 in the Probate Court of Shelby County, Alabama, consisting of six separate parcels of land identified by Parcel ID Numbers 13-1-01-1-001-002.000, 13-1-01-1-001-011.000, 13-1-01-4-001-001.000, 14-3-06-2-001-006.000, 14-3-06-2-001-008.000, and 14-3-06-2-001-009.000 (altogether the "Green Park Property");

Whereas Green Park South and the City have agreed that the equitable terms of the Agreement shall run with the Green Park Property for the period of time outlined in the Agreement;

Now, therefore, Green Park South and the City, hereby agree as follows:

It is hereby agreed by the parties the equitable terms contained in the Agreement shall become a covenant running with the Green Park Property and shall inure to the benefit of the parties, and their successors in interest, for the period contemplated by the Agreement, which shall not exceed fifteen (15) years from the execution of the Agreement.

Further, this agreement shall be revokable in full at any time prior to the expiration of the fifteen (15) year period contemplated by the Agreement by the express written consent of the



20230407000097450 2/3 \$28.00
Shelby Cnty Judge of Probate, AL
04/07/2023 08:23:27 AM FILED/CERT

parties, or their successors in interest, which express written consent shall be recorded in the Office of the Judge of Probate of Shelby County, Alabama, and shall make specific reference to its revocation of this Settlement Agreement Covenant.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Plaintiff FSI Green Park South Property, LLC has executed the foregoing Settlement Agreement and General Release.

Executed on this the 27 day of March, 2023.

FSI GREEN PARK SOUTH PROPERTY, LLC,
Plaintiff

By (signature):

Printed Name:

Steven J. Schaub

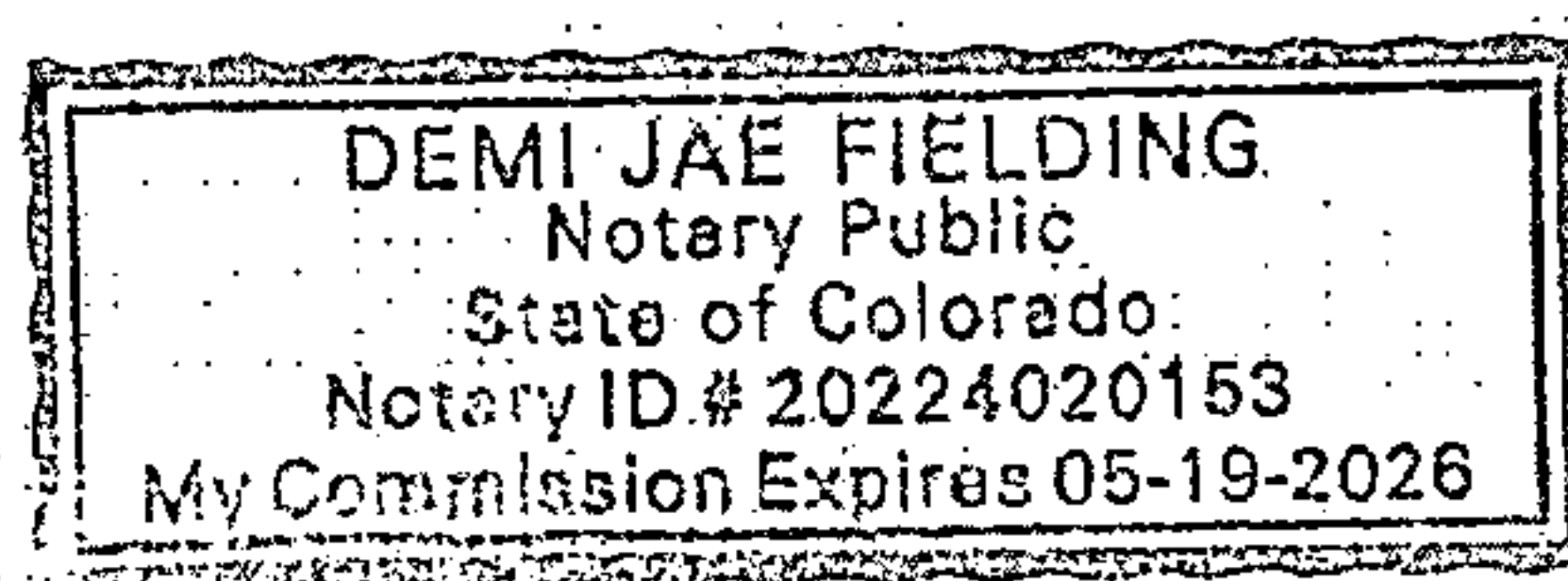
Its (title):

CEO / Authorized Person

STATE OF CO)
COUNTY OF Denver)

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Steven J. Schaub [individual's name] as CEO / Authorized Person [individual's title] of FSI Green Park South Property, LLC, whose name is signed to the foregoing Settlement Agreement and General Release, and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he/she executed same voluntarily on the date shown by his/her signature on behalf of FSI Green Park South Property, LLC.

Given under my hand and official seal, the 27 day of March, 2023.



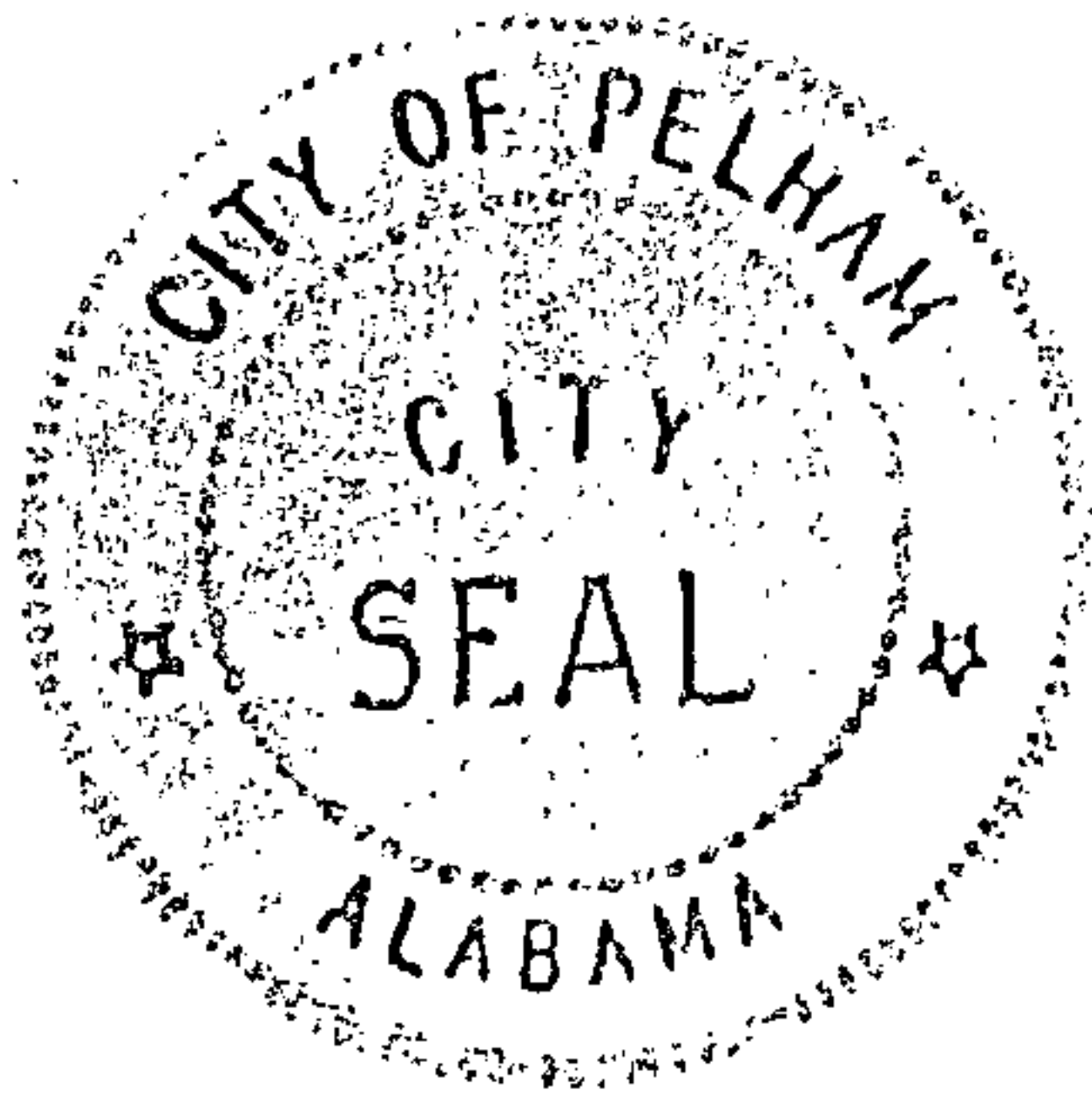
Notary Public
My commission expires 05-19-2026

20230407000097450 3/3 \$28.00
Shelby Cnty Judge of Probate, AL
04/07/2023 08:23:27 AM FILED/CERT

IN WITNESS WHEREOF, and intending to be legally bound hereby, Defendant City of Pelham, Alabama, has executed the foregoing Settlement Agreement Covenant.

Executed on this the 27 day of March, 2023.

CITY OF PELHAM, ALABAMA,
Defendant



By (signature):

A handwritten signature in dark ink, appearing to read "Gary W. Waters", is written over a horizontal line.

Printed Name:

Gary W. Waters

Its (title):

Mayor

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Gary W. Waters as Mayor of the City of Pelham, Alabama, whose name is signed to the foregoing Settlement Agreement and General Release, and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he executed same voluntarily on the date shown by his signature on behalf of the City of Pelham, Alabama.

Given under my hand and official seal, the 27 day of March, 2023.

A handwritten signature in dark ink, appearing to read "John D. Arnold", is written over a horizontal line.
Notary Public
My commission expires 01-19-2027

