

STATE OF ALABAMA

MEMORANDUM OF LEASE

COUNTY SHELBY

THIS MEMORANDUM OF LEASE (this "Memorandum") is made and entered into as of this 18th day of April, 2024, by and between MICHELLI 29, LLC, a Louisiana limited liability company (the "Lessor"), and G.T. MICHELLI CO., LLC, a Delaware limited liability company (the "Lessee"), which Lessee's mailing address is 130 Brookhollow Esplanade, Harahan, Louisiana 70123.

Lessor and Lessee entered into that certain Real Estate Lease Agreement dated as of December 21, 2023 (the "Lease"), in connection with which this Memorandum is executed, to wit:

1. Demised Premises. The demised premises leased by Lessor to Lessee is the real property located at 2014 Fulton Springs Road, Alabaster, Alabama 35007, Shelby County, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference, together with all rights, privileges and appurtenances associated therewith, and all buildings, fixtures and other improvements now or hereafter located on such real property.

2. Term. Subject to the terms and conditions of the Lease, the term of the Lease shall commence on December 21, 2023 and shall terminate on December 31, 2027, unless otherwise extended by Lessee.

3. Extension Options. Lessee may extend the initial term of the Lease for one (1) additional term of six (6) years, exercisable by Lessee in accordance with the terms of the Lease.

4. Right of First Refusal. During the term of the Lease, Lessee has a right of first refusal to purchase the fee interest in the Demised Premises, subject to and in accordance with the terms of the Lease.

5. Incorporation. The terms and provisions set forth in the Lease are hereby incorporated into this Memorandum by this reference, all of which such terms and provisions are made a part of this Memorandum as though fully set forth herein. In the event of any conflict between the terms and provisions set forth in this Memorandum and the terms and provisions set forth in the Lease, the terms and provisions set forth in the Lease shall govern. Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to such term in the Lease.

6. Counterparts. This Memorandum may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original but such counterparts together shall constitute one and the same instrument.

[Remainder of page intentionally left blank; signature pages follow.]

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

LESSOR:

MICHELLI 29, LLC,
a Louisiana limited liability company

By: Madeleine M. Payne
Name: Madeleine Michelli Payne
Title: Sole Member

STATE OF LOUISIANA)
) ss:
PARISH OF ORLEANS)

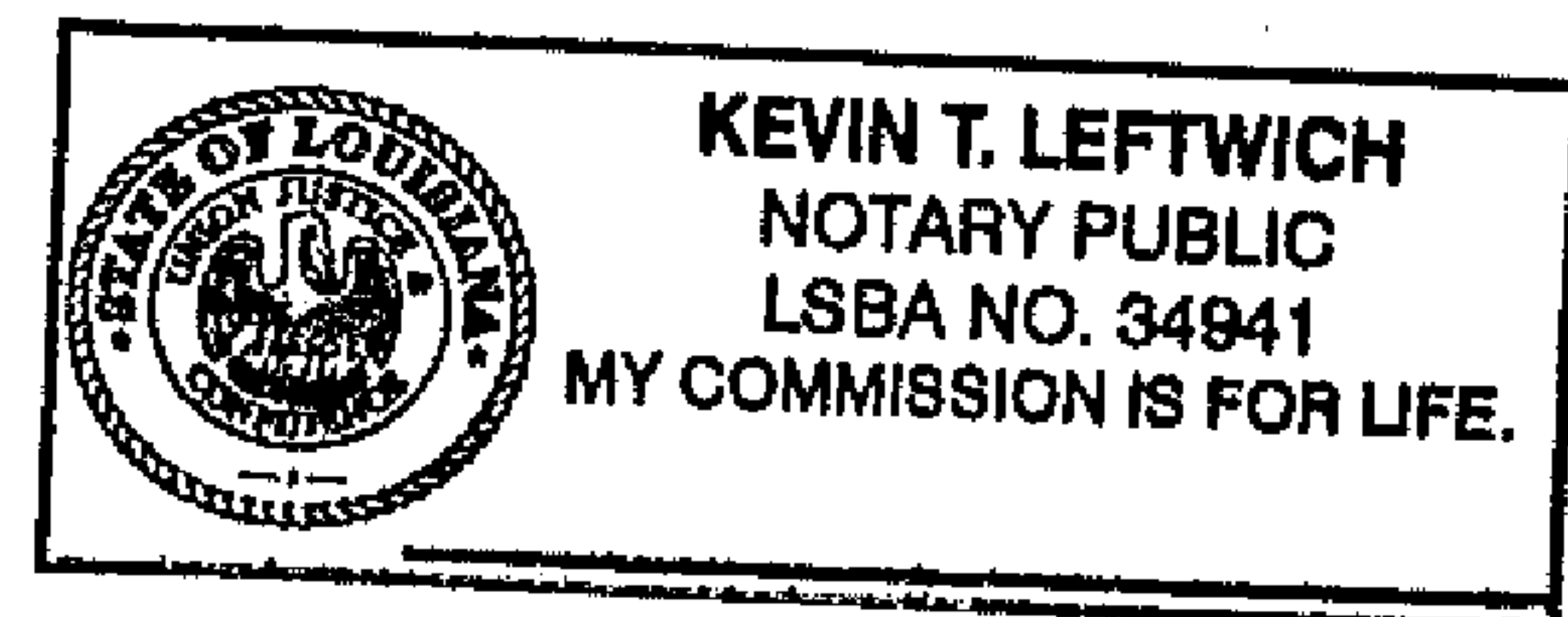
ACKNOWLEDGMENT

On this 5th of April, 2024, before me, the undersigned notary, appeared Madeleine Michelli Payne, to me personally known, who having been duly sworn, did say that she is the sole member of Michelli 29, LLC, and that the instrument was signed on behalf of Michelli 29, LLC, a Louisiana limited liability company, and that Madeleine Michelli Payne acknowledged the instrument to be the free act and deed of Michelli 29, LLC, a Louisiana limited liability company.

Date: April 5, 2024

[Signature]
Notary Public
Printed or Typed Name: _____

My Commission Expires: _____



(Official Seal)

LESSEE:

G.T. MICHELLI CO., LLC,
a Delaware limited liability company

By:

Name: Robert Feigler

Title: Chief Executive Officer

STATE OF Louisiana)

COUNTY/PARISH OF Jefferson)

) ss:

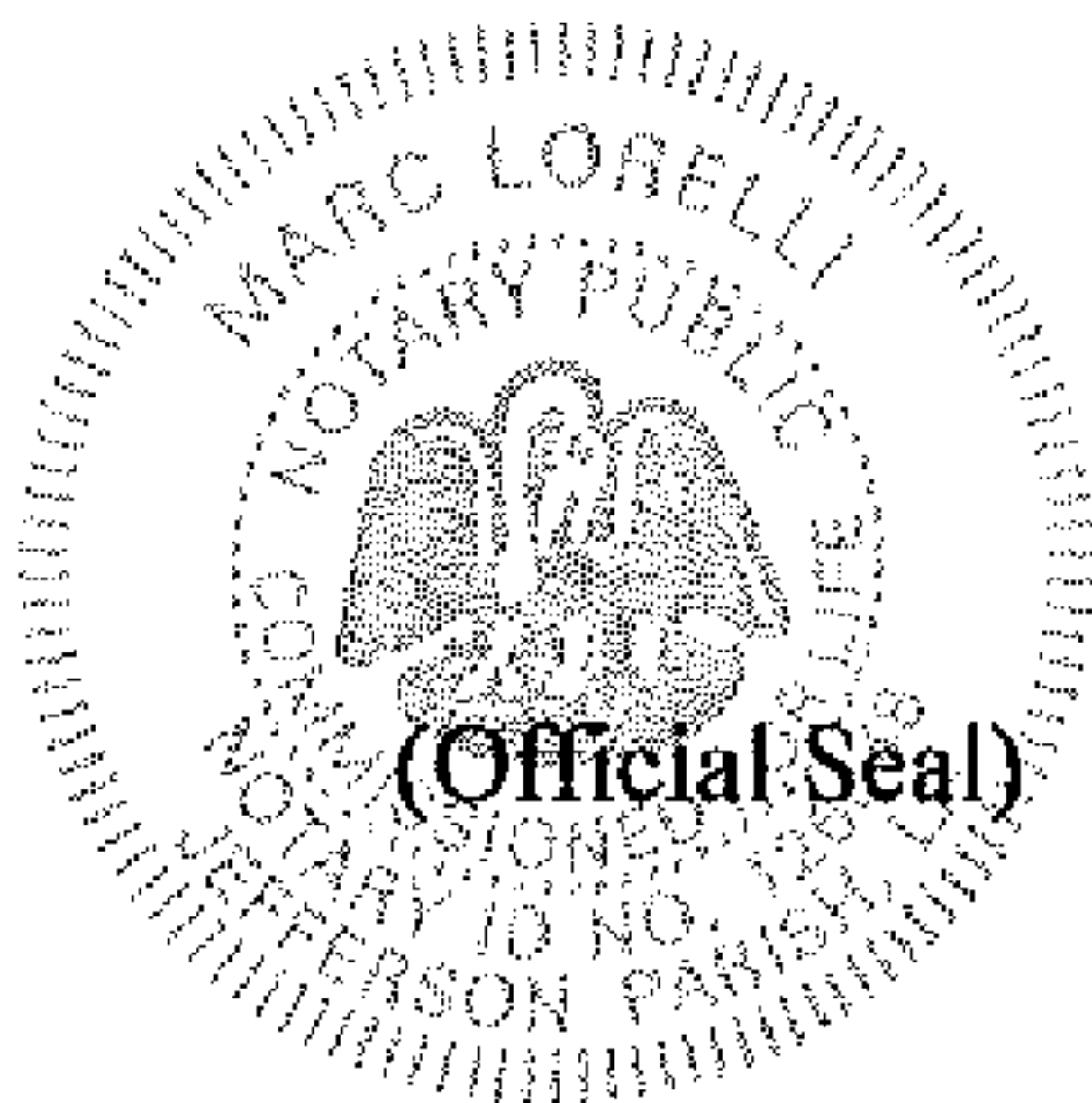
ACKNOWLEDGMENT

I, Marc Lorelli a Notary Public in and for said County in said State, hereby certify that Robert Feigler whose name as the Chief Executive Officer of G.T. Michelli Co., LLC, a Delaware 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, as such officer and with full authority executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this the 10th day of April, 2024

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 10th DAY
OF April 2024

Marc Lorelli
NOTARY PUBLIC



Marc Lorelli
Louisiana Notary ID# 126048
Parish of Jefferson with
Statewide Authority
My Commission is for Life

Exhibit A to Memorandum of Lease

Legal Description

Lot 2-B, according to a ~~resubdivision~~ of Lots 2 & 3, Saginaw Industrial park, as recorded in Map Book 27, Page 58, in the Office of the Judge of Probate of Shelby County, Alabama, being situated in Shelby County, Alabama.

Being the same property conveyed by general warranty deed from McCutcheon Engineering, LLC, an Alabama limited liability company, to ~~Michelli~~ 29, LLC, a Louisiana limited liability company, dated November 8, 2012, and recorded December 5, 2012 as Instrument Number 20121205000464090 in the Office of the Judge of Probate of Shelby County, Alabama.

Tax Parcel Number: 231120000066.005

Property Address: 2014 Fulton Springs Road, Alabaster, AL 35007



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
08/05/2024 09:29:47 AM
\$151.50 BRITTANI
20240805000241670

Allen S. Bayl