

Prepared by, recording requested by,
and when recorded mail to:

Jennifer Davis
Bonus, Inc.
250 E 17th St, Ste 220
Costa Mesa, CA 92627
bonushomes.com

Property APN: 35 1 01 1 002 030.000

_____[Space Above This Line For Recording Data]_____

MEMORANDUM OF BONUS OWNER AGREEMENT

This **MEMORANDUM OF BONUS OWNER AGREEMENT** (“**Memorandum**”), is made as of October 18, 2024 (“**Effective Date**”), among Jeffrey L Thomas (individually and collectively, “**Owner**”), and Bonus, Inc., a Delaware corporation, (together with its successors and permitted assigns, “**Bonus**”) who acknowledge and agree as follows:

1. This Memorandum is given in connection with the execution of that certain Bonus Owner Agreement (“**Option Agreement**”), entered into by and between Owner and Bonus, pursuant to which Owner grants to Bonus the option to purchase (“**Option**”) an undivided percentage interest (the “**Option Percentage**”) in that certain real property located at 1007 Riviera Dr, Calera AL 35040 as described in the attached Exhibit A (“**Property**”).

2. Subject to the terms and conditions of the Option Agreement, the initial term of the Option shall commence on October 17, 2024 and shall expire on October 17, 2054 unless earlier terminated pursuant to the terms of the Option Agreement.

3. The parties have executed and recorded this Memorandum to give notice of the Option Agreement and certain rights and responsibilities of Owner as to Bonus, as well as the covenants and promises set forth in the Option Agreement that run with the land and will be binding upon any party who acquires Owner’s interest in the Property so long as the Option Agreement has not expired or been terminated. Such covenants and promises include, but are not limited to:

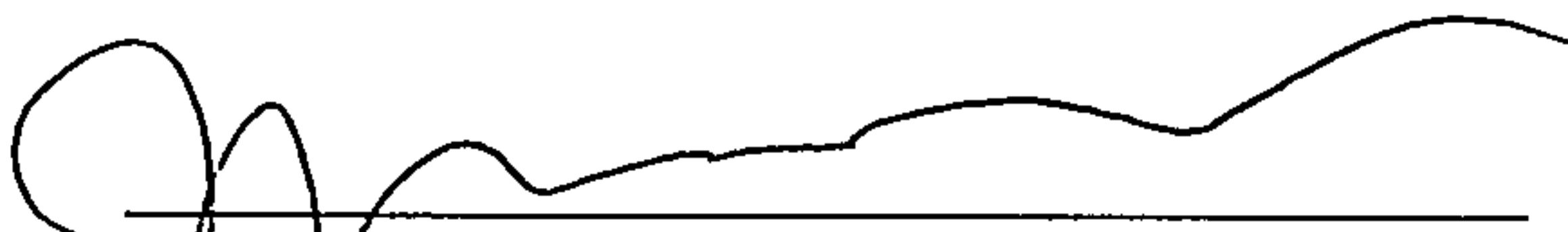
- a. restrictions on Owner’s right to transfer the Property without giving prior written notice to Bonus and requirements that Owner comply with specific sale procedures set forth in the Option Agreement;
- b. requirements that the Property is free of liens not approved by Bonus; and

- c. restrictions on Owner's ability to take any action that takes any action which could reasonably be expected to have a materially adverse effect on the Property or value of the Property, including increasing the amount of debt to third parties secured by liens on the Property.

4. This Memorandum is subject to the terms, covenants, conditions and provisions of the Option Agreement and shall not be construed to alter, modify, limit, abridge or enlarge any of the terms, covenants, conditions or provisions of the Option Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be signed as of the date indicated below.

Owner Signature:


Name: Jeffrey L Thomas

Owner Signature:

Name:

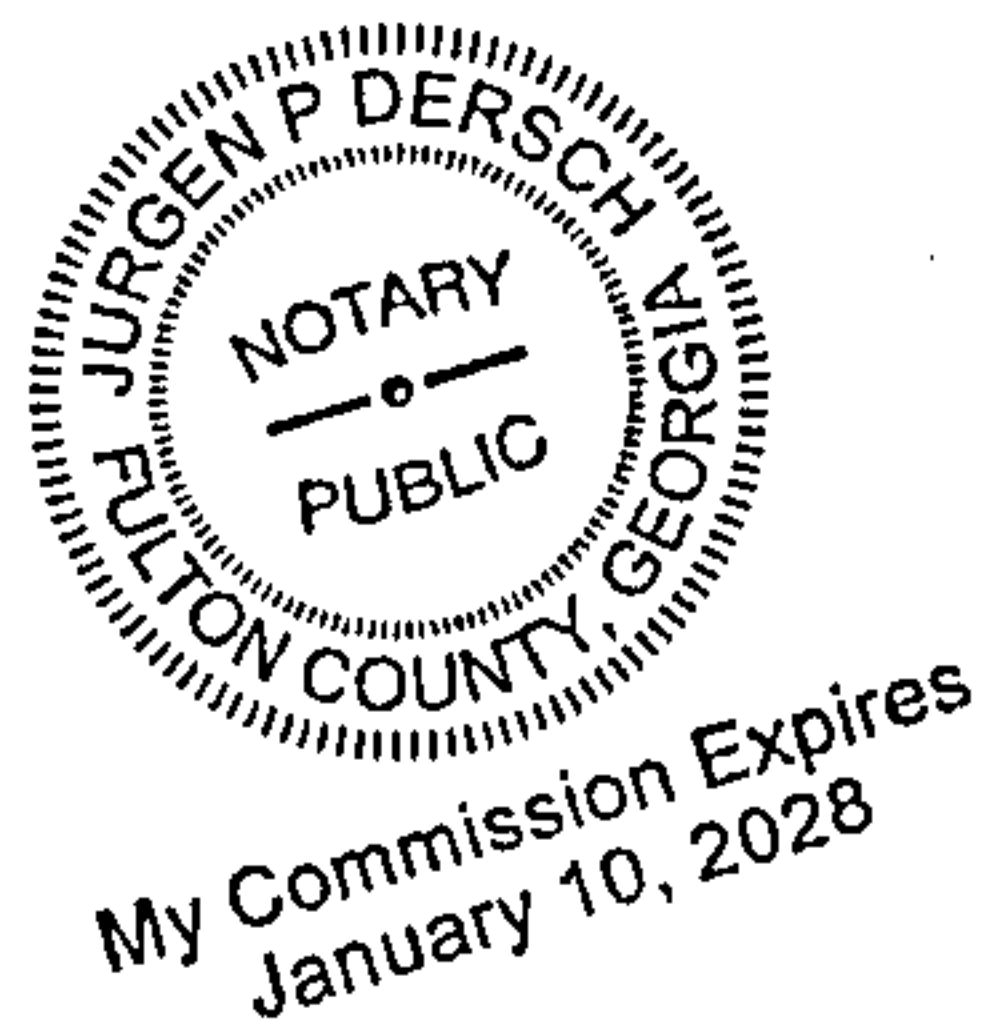
ACKNOWLEDGMENT

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 Georgia)
)ss.
County of Gwinnett

On 10/19/2024 before me, Jurgen P. Dersch a notary public in and for the said state, personally appeared Kathy L. Thomas, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal



Notary Public for the State of GA

My commission expires: 1/10/22

EXHIBIT A

LEGAL DESCRIPTION

The following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 60, according to the Survey of The Reserve at Timberline, as recorded in Map Book 34, Page 117 A, B, C and D, in the Probate Office of Shelby County, Alabama.

Commonly Known As: 1007 Riviera Drive, Calera, AL 35040

Parcel ID: 35 1 01 1 002 030.000

[end of legal description]

v. 082324



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
11/04/2024 08:02:54 AM
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Allen S. Bayl