

This instrument prepared by and
after recording return to:

Emily Caldwell
Maynard Nexsen PC
227 W. Trade Street, Suite 2300
Charlotte, NC 28202

STATE OF ALABAMA)

COUNTY OF SHELBY)

MEMORANDUM OF OPTION

THIS MEMORANDUM OF OPTION (this “Memorandum”) is made effective as of the 18th day of February, 2025 (the “Effective Date”), by and between **RICHARD CASHIO** (the “Seller”), whose address is 3200 Sterling Road, Mountain Brook, AL 35213, and **NORTHPOINT DEVELOPMENT, LLC**, a Missouri limited liability company (the “Buyer”), whose address is 3315 N. Oak Trafficway, Kansas City, MO 64116.

1. Seller is the owner of the real property situated in Shelby County, State of Alabama, as more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (the “Property”). Pursuant to that certain Option Agreement dated February 18, 2025, by and between Seller and Buyer (the “Option Agreement”), Seller granted to Buyer, and Buyer acquired from Seller, an option to purchase (the “Option”) the Property, upon and subject to the terms and conditions contained in the Option Agreement.

2. The Option has a term that expires on February 18, 2027.

3. Any grant, sale, lease, mortgage, encumbrance, lien, transfer or other conveyance of the Property after the Effective Date until the Option has expired shall be subject and subordinate to Buyer’s interest in the Property under the Option Agreement and all rights of Buyer thereunder.

4. The covenants and agreements of Seller under the Option Agreement are covenants running with the land and shall be binding upon Seller and Seller’s successors and assigns.

5. The purpose of this Memorandum is to give notice of the existence of Buyer's option rights granted in the Option Agreement, to which Option Agreement reference is made for a full description of the terms and conditions thereof. In the event any of the terms and provisions of this Memorandum conflict with the terms and provisions of the Option Agreement, the terms and conditions of the Option Agreement shall control. The parties may be contacted at the addresses set forth above for further information.

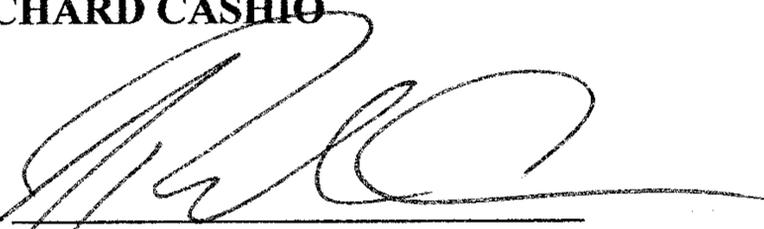
6. This Memorandum may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[Signature Pages Follow.]

IN WITNESS WHEREOF, Seller and Buyer have caused this Memorandum of Option to be executed effective as of the date first written above.

SELLER:

RICHARD CASHIO

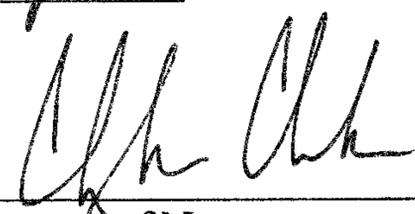
By: 
Name: Richard Cashio

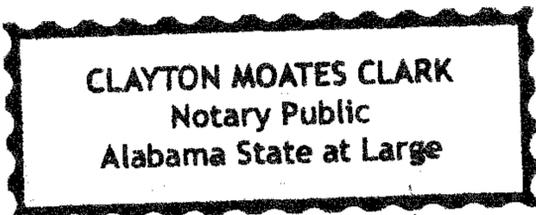
STATE OF Ala)
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Richard Cashio, whose name 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 the instrument, (s)he executed the same voluntarily.

Given under my hand this 07 day of April, 2025.

{Seal }


Signature of Notary
My Commission Expires: March 7, 2027



**My Commission Expires
March 7, 2027**

BUYER:

**NORTHPOINT DEVELOPMENT, LLC, a
Missouri limited liability company**

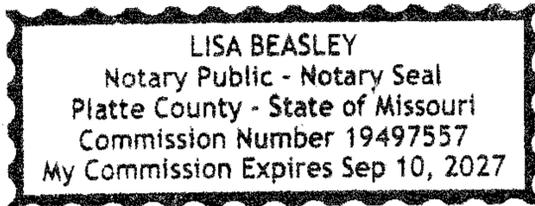
By: [Signature]
Name: Nathaniel Hagedorn
Its: Manager

STATE OF Missouri)
COUNTY OF Clay)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Nathaniel Hagedorn whose name as the Manager of NorthPoint Development, LLC, a Missouri limited liability company, 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 the instrument, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand this 15th day of April, 2025.

{Seal }

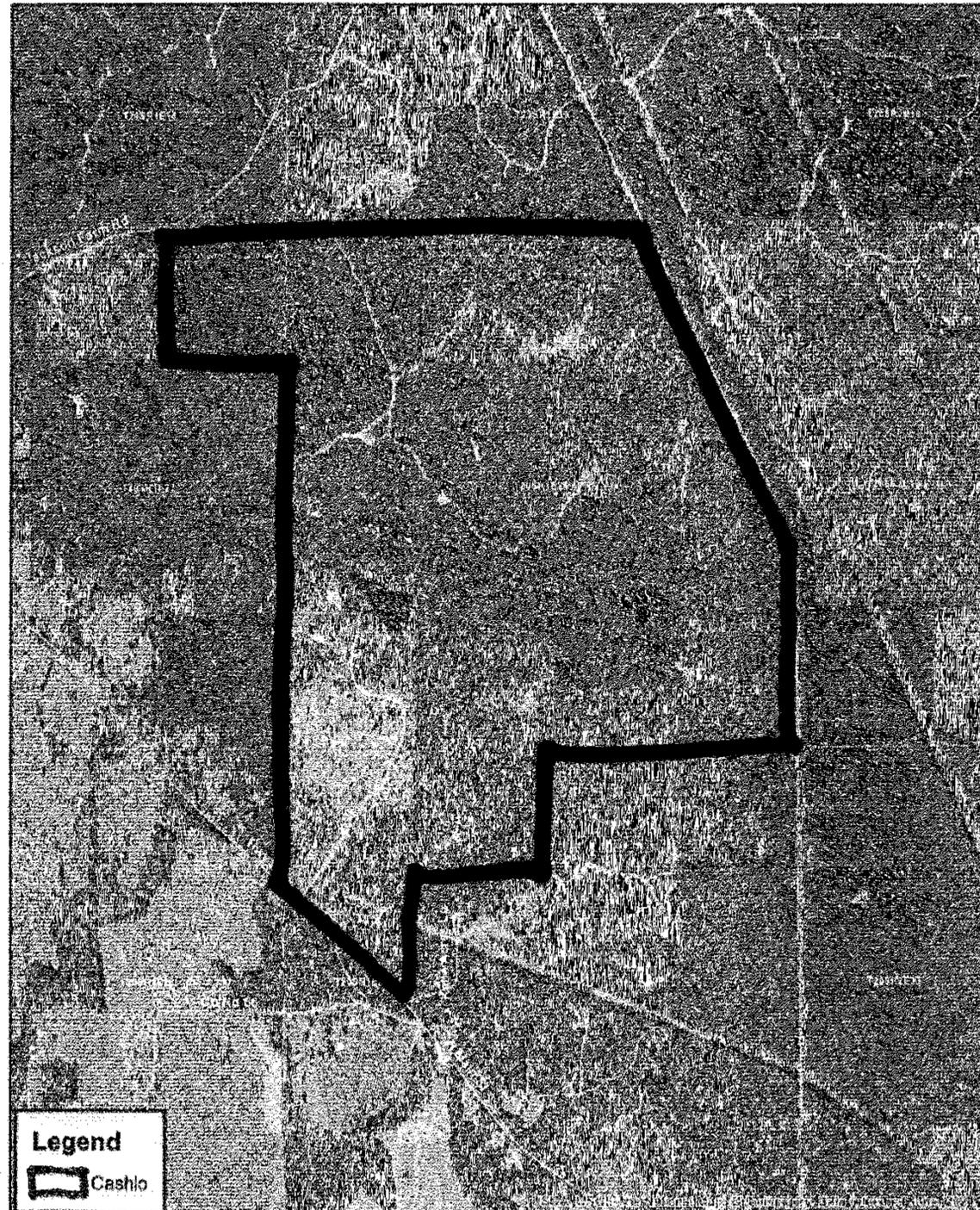


[Signature]
Signature of Notary
My Commission Expires: 9-10-27

EXHIBIT A

DESCRIPTION OF THE PROPERTY

Property located in the Township of Wilsonville, Shelby County, Alabama consisting of approximately +/- 689 acres and outlined in red in the map below, with the following Parcel Numbers: (i) 16 6 23 0 000 001.000, (ii) 16 6 24 0 000 002.000, (iii) 16 6 24 0 000 001.000, (iv) 16 6 24 0 000 002.001, (v) 16 6 24 0 000 003.000, and (vi) 16 7 25 0 000 003.000.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
04/22/2025 09:33:15 AM
\$34.00 BRITTANI
20250422000118800

Allie S. Bayl